



CITY OF MORGAN HILL

**Special - Regular Meeting Agenda  
City Council**

*Steve Tate - Mayor*

*Larry Carr - Mayor Pro Tem*

*Rich Constantine - Council Member*

*Caitlin Jachimowicz - Council Member*

*Rene Spring - Council Member*

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**Wednesday, July 19, 2017 5:15 PM**

**Council Chamber  
17555 Peak Avenue, Morgan Hill, CA 95037**

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**SPECIAL/REGULAR MEETING**

**(5:15 P.M. Closed Session/ 6:00 P.M. Workshop/ 7:00 P.M. Regular Meeting)**

**SPECIAL MEETING**

**5:15 P.M.**

**CALL TO ORDER**

*(Mayor Tate)*

**ROLL CALL ATTENDANCE**

*(Deputy City Clerk Wilson)*

**DECLARATION OF POSTING AGENDA**

Per Government Code Section 54954.2  
*(Deputy City Clerk Wilson)*

**CLOSED SESSION**

**OPPORTUNITY FOR PUBLIC COMMENT**

## **ADJOURN TO CLOSED SESSION**

### **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Authority: Government Code Section 54956.8

Property: APN 767-03-036

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: Farideh Betpolice

Under Negotiation: Price and Terms of Payment

Property: APN 767-03-039, 041, 042

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: Lieu Van Tran & Hgan Thi Tran

Under Negotiation: Price and Terms of Payment

Property: APN 767-01-052

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: Rocke and Glenda Garcia

Under Negotiation: Price and Terms of Payment

Property: APN 767-12-024, 310 West Dunne Avenue

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: John Howard

Under Negotiation: Price and Terms of Payment

Property: APN 767-05-024, 205 Warren Avenue

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: Susan and Robert Kerr

Under Negotiation: Price and Terms of Payment

Property: APN 767-05-037

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: John A. Giancola

Under Negotiation: Price and Terms of Payment

Property: APN 767-06-034, 035, 272 Warren Avenue

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: County of Santa Clara



Under Negotiation: Price and Terms of Payment

Property: APN 767-05-001 and 767-04-009

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: PG&E/Water District

Under Negotiation: Price and Terms of Payment

## **RECONVENE**

## **CLOSED SESSION ANNOUNCEMENT**

## **WORKSHOP**

### **Development User Fee Study**

The purpose of this workshop is to provide a high-level overview of the methodology and process followed in the development of the City's Development User Fees. The goal is to receive fee setting policy direction from the City Council.

## **REGULAR MEETING**

**7:00 P.M.**

The City Council has adopted a policy that regular meetings shall not continue beyond 11:00 p.m. unless extended by a majority of the City Council.

## **SILENT INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **CITY COUNCIL REPORTS**

Council Member Constantine

## **CITY MANAGER'S REPORT**

### **Quarterly Teammate Recognitions**

#### **New Hires**

Cynthia Hasson- Assistant City Attorney

Gilbert Bailon- Utility Worker I

Alfredo Balajadia- Electrician

Pam van der Leeden - GIS/Land Use Data Administrator

Clint Byrum- Utilities Operations Manager

Inga Alonzo- Management Analyst (Utilities)

Vicky Rossi- Business Assistant

#### **Promotions**

Christie Thomas- Housing Program Coordinator

#### **Retirements**

Angela Rivera- Accounting Assistant II

Kat Corrales- Business Assistant

## **CITY ATTORNEY'S REPORT**

### **OTHER REPORTS**

### **PRESENTATIONS**

YAC Presentation - Asset # 7 - Community Values Youth

### **PROCLAMATIONS**

Proclaiming the Month of July 2017 as Parks and Recreation Month

### **PUBLIC COMMENT**

Members of the public are entitled to address the City Council concerning any item within the Morgan Hill City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda. (See additional noticing at the end of this agenda)

### **ADOPTION OF AGENDA**

### **CONSENT CALENDAR**

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Pursuant to City Council Policies and Procedures (CP 97-01), any member of the Council or public may request to have an item removed from the Consent Calendar for comment and action.

Time Estimate for Consent Calendar: 1 - 10 Minutes

#### **1. INDIAN ASSOCIATION OF SOUTH COUNTY FLAG RAISING AT COMMUNITY AND CULTURAL CENTER REQUEST**

Recommendation:

Approve request from Indian Association of South County to raise the Flag of India at the Community and Cultural Center.

#### **2. APPROVE PURCHASE OF CENTENNIAL RECREATION CENTER FITNESS EQUIPMENT**

Recommendation:

1. Approve the purchase of \$82,731 in fitness equipment for the Centennial Recreation Center using YMCA pricing;
2. Determine that a competitive bid would not likely result in a lower price pursuant to Morgan Hill Municipal Code Section 3.04.150(B); and
3. Delegate authority to the City Manager to execute documents to affect such purchase.

**3. PURCHASE OF FOUR POLICE FORD EXPLORERS**

Recommendation:

1. Adopt resolution authorizing the purchase (including build-out) of four patrol 2017 Ford Explorers for an amount not to exceed \$237,444; and
2. Authorize the salvage of 2011 Crown Victoria Patrol #131 (vin# 2761) and auction/salvage of three 2011 Crown Victoria Patrol Vehicles as necessary following their temporary use assignments.

**4. FIRST AMENDMENT TO AGREEMENT WITH ASSOCIATED RIGHT OF WAY SERVICES, INC. FOR HALE AVENUE EXTENSION PROJECT**

Recommendation:

Approve and authorize the City Manager to execute a First Amendment to the agreement with Associated Right of Way Services, Inc. in the amount of \$75,000, for a total contract amount not to exceed \$145,000 to continue with property acquisitions efforts for the Hale Avenue Extension Project.

**5. ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR CAMPOLI - TRACT NO. 10215**

Recommendation:

Adopt resolution:

1. Accepting the subdivision public improvements for Campoli – Tract No. 10215;
2. Authorizing the Public Works Director to sign a Notice of Completion; and
3. Directing the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

**6. ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR TILTON PARK- TRACT NO. 10228**

Recommendation:

Adopt resolution:

1. Accepting the subdivision public improvements for Tilton Park – Tract No. 10228;
2. Authorizing the Public Works Director to sign a Notice of Completion; and
3. Directing the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

**7. APPROVAL OF PRICE DRIVE SUBDIVISION STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENTS**

Recommendation:

Adopt resolution:

1. Approving four (4) Subdivision Stormwater Best Management Practices (BMP) Operation and Maintenance Agreements; and
2. Authorizing the City Manager to execute the Stormwater BMP Operation and Maintenance Agreements pending review and approval by the City Attorney.

**8. FINAL MAP APPROVAL FOR MADISON GATE PHASE 2 - TRACT NO. 10418**

Recommendation:

Adopt resolution:

1. Approving the Final Map; and
2. Authorizing the recordation of the Final Map.

**9. MAY 2017 FINANCIAL AND INVESTMENT REPORT**

Recommendation:

Accept and file report.

**10. APPROVE THE JUNE 21, 2017 MEETING MINUTES**

Recommendation:

Approve Minutes.

**11. APPROVE THE JUNE 28, 2017 MEETING MINUTES**

Recommendation:

Approve Minutes.

**OTHER BUSINESS**

**12. PROPOSITION 64 (MARIJUANA) UPDATE**

Recommendation:

1. Open and Close the Public Hearing on the revised marijuana ordinance;
2. Waive the first and second reading;
3. Introduce ordinance revising the Municipal Code restrictions on medical marijuana to restrict both medical and recreational marijuana activities; and
4. Provide direction on a future facilitated marijuana workshop.

Estimated Time: 20 Minutes

**13. BIKEWAYS, TRAILS, PARKS AND RECREATION MASTER PLAN ADOPTION**

Recommendation:

1. Adopt the Bikeways, Trails, Parks and Recreation Master Plan Update;
2. Approve an amendment to the General Plan Environmental Impact Report for the Master Plan Update; and
3. Provide staff direction on next steps for the utilization of the Friendly Inn Non-Profit Center and El Toro Youth Center.

Estimated Time: 20 Minutes

#### **14. INCLUSIVE PLAYGROUND CONSULTANT SERVICES AGREEMENT WITH MAGICAL BRIDGE**

Recommendation:

Authorize the City Manager to execute, further negotiate, and subsequently administer an agreement with the Magical Bridge Foundation for services up to \$600,000 related to the development of an inclusive playground in Morgan Hill.

Estimated Time: 10 Minutes

#### **15. OUTDOOR SPORTS CENTER UPDATE**

Recommendation:

1. Direct staff to issue a Request for Proposals for operations at the Outdoor Sports Center;
2. Provide staff with direction on the guiding principles of the Request for Proposals; and
3. Adopt resolution amending the Fiscal Year 2017-18 Budget appropriating \$1,350,000 from the Park Maintenance Fund (302) for replacement of the artificial turf fields at the Outdoor Sports Center.

Estimated Time: 30 Minutes

### **PUBLIC HEARING**

#### **16. 2017 HAZARDOUS VEGETATION PROGRAM CHARGES**

Recommendation:

1. Open/Close Public Hearing;
2. Adopt resolution A ordering the Final Report on the 2017 Weed and Brush Abatement Program Assessment Report – Program Charges to be transmitted to the Santa Clara County Assessor's Office and that liens be posted against the properties on the report, excluding Assessor Parcel Numbers (APN) struck out of the attached list; and
3. Adopt resolution B ordering the Final Report on the 2017 Weed and Brush Abatement Program Assessment Report – Program Charges to be transmitted to the Santa Clara County Assessor's Office and that liens be posted against the properties on the report, excluding Assessor Parcel Numbers (APN) struck out of the attached list.

Estimated Time: 10 Minutes

#### **17. IMPACT FEE FINANCING AGREEMENT-COCHRANE CO-BRANDS II, INC.**

Recommendation:

Adopt resolution authorizing the City Manager to execute a Sewer and Traffic Impact Fee Financing Agreement, consistent with the Sewer and Traffic Impact Fee Deferral Program and Government Code section 53083, with Cochrane Co-Brands II, Inc. for the development of a 76 Gas Station and Burger King restaurant at Cochrane Commons.

Estimated Time: 15 Minutes

### **FUTURE COUNCIL INITIATED AGENDA ITEMS**

Note: in accordance with Government Code Section 54954.2(a), there shall be no discussion, debate and/or action taken on any request other than providing direction to staff to place the matter of business on a future agenda.

### **ADJOURNMENT**

## NOTICE

Any documents produced by the City and distributed to the majority of the City Council less than 72 hours prior to an open meeting, will be made available for public inspection at the City Clerk's Counter at City Hall located at 17575 Peak Avenue, Morgan Hill, CA, 95037 and at the Morgan Hill Public Library located at 660 West Main Avenue, Morgan Hill, California, 95037 during normal business hours. (Pursuant to Government Code 54957.5)

## PUBLIC COMMENT

Members of the Public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address the Council on any issue that is on this agenda, please complete a speaker request card located in the foyer of the Council Chambers, and deliver it to the Minutes Clerk prior to discussion of the item. You are not required to give your name on the speaker card in order to speak to the Council, but it is very helpful. When you are called, proceed to the podium and the Mayor will recognize you. If you wish to address the City Council on any other item of interest to the public, you may do so by during the public comment portion of the meeting following the same procedure described above. Please limit your comments to three (3) minutes or less.

Please submit written correspondence to the Minutes Clerk, who will distribute correspondence to the City Council.

Persons interested in proposing an item for the City Council agenda should contact a member of the City Council who may plan an item on the agenda for a future City Council meeting. Should your comments require Council action, your request may be placed on the next appropriate agenda. Council discussion or action may not be taken until your item appears on an agenda. This procedure is in compliance with the California Public Meeting Law (Brown Act) Government Code §54950.

City Council Policies and Procedures (CP 03-01) outlines the procedure for the conduct of public hearings. Notice is given, pursuant to Government Code Section 65009, that any challenge of Public Hearing Agenda items in court, may be limited to raising only those issues raised by you or on your behalf at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to the Public Hearing on these matters.

The time within which judicial review must be sought of the action by the City Council, which acted upon any matter appearing on this agenda is governed by the provisions of Section 1094.6 of the California Code of Civil Procedure.

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email [michelle.wilson@morganhill.ca.gov](mailto:michelle.wilson@morganhill.ca.gov).

## AMERICANS WITH DISABILITIES ACT (ADA)

*In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (408)779-7259, (408)779-3117 (fax) or by email [michelle.wilson@morganhill.ca.gov](mailto:michelle.wilson@morganhill.ca.gov). Requests must be made as early as possible and at least two-full business days before the start of the meeting*



### *Sustainable Morgan Hill Vision*

*Morgan Hill is a socially responsible, environmentally conscious, and economically sound community that embraces inclusiveness with participation by all.*

### **CITY COUNCIL ONGOING PRIORITIES**

Enhancing Public Safety · Protecting the Environment · Maintaining Fiscal Responsibility ·  
Supporting Our Youth, Seniors, and Entire Community · Fostering a Positive Organizational Culture ·  
Preserving and Cultivating Public Trust · Preserving Our Cultural Heritage

### **2017 STRATEGIC PRIORITIES**

**High Speed Rail**

**Inclusiveness**

**Infrastructure**

**Regional Initiatives**

**Telecommunications**

## 2017 STRATEGIC PRIORITIES:



### High Speed Rail

The City of Morgan Hill will directly advocate for our community's needs through our communications, discussions, and decisions. We will continue to engage the community, the High Speed Rail Authority, our state and federal legislators, and other regional agencies to mitigate negative impacts and convey our position that the High Speed Rail Authority should only use the existing Highway 101 right-of-way to avoid all impacts to residents, schools, and businesses. Should the Authority decide the 101 right-of-way is not feasible, we will strongly advocate for the route with the least impact on Morgan Hill.



### Inclusiveness

We will celebrate the diversity, history, and culture of our community. Through City Council workshops, community meetings, and researching successes in other communities, the City will listen to and collaborate with the community to define how inclusiveness will be further woven into our community's fabric and to increase public participation. The City's communications, services, public spaces, and projects will embrace all community members as partners, advancing our vision of being a socially responsible community.



### Infrastructure

The City will review its streets, parks, and public facilities infrastructure needs initially by updating its 2014 infrastructure study to quantify the funding gap. We will identify potential funding options as ongoing revenue is insufficient to fund our vital community assets at a sustainable level without significantly impacting existing service levels that our community has come to expect. Morgan Hill will actively work with the Valley Transportation Agency, the County, and the State to secure funding for the Santa Teresa extension and road maintenance. We will continue to work closely with our community to inform them of the needs and engage them to find an affordable and sustainable solution.



### Regional Initiatives

City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. This regional involvement will include, but not be limited to, partnering with the League of California Cities, Valley Transportation Authority, Santa Clara Valley Water District, Cities Association of Santa Clara County, the City of Gilroy, Santa Clara County, Morgan Hill Unified School District, the Local Agency Formation Commission, the Open Space Authority, and Silicon Valley Clean Energy to advance projects that further Sustainable Morgan Hill.



### Telecommunications

The City will collaborate with the private sector to explore ways to provide fast, reliable access and wireless connectivity for residents and businesses. The 2016 Telecommunications Infrastructure and Economic Development Blueprint reports will be the foundation for continuing discussions with broadband providers, public utilities, and other infrastructure service providers in developing an implementation plan for growing our telecommunications infrastructure. The plan will be used to signal Morgan Hill's support for business expansion.





## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Jennie Tucker, Community Services Supervisor  
APPROVED BY: City Manager

## **INDIAN ASSOCIATION OF SOUTH COUNTY FLAG RAISING AT COMMUNITY AND CULTURAL CENTER REQUEST**

### **RECOMMENDATION(S)**

Approve request from Indian Association of South County to raise the Flag of India at the Community and Cultural Center.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Supporting Our Youth  
Seniors  
and Entire Community

#### **2017 Strategic Priorities**

Inclusiveness

### **REPORT NARRATIVE:**

In honor of India's Independence Day, the Indian Association of South County (Association) hosts a flag raising ceremony at the Community and Cultural Center. This one hour event is free to the community and has been taking place in Morgan Hill since 2013. During the event, the Association has guest speakers, performances, and raises the flag of India.

This year the event will take place on Saturday, August 12<sup>th</sup>. In the past, the flag of India has been raised for the duration of the one hour event. In a written request from the President of the Association dated June 21, 2017 (attached), the Association is requesting to raise the flag on August 12, 2017 and have the flag raised until the evening of Tuesday, August 15, 2017, which is the official Independence Day in India. The flag would be raised below the California State Flag pole located at the Community and Cultural Center at the corner of Monterey Road and Dunne Avenue.

### **COMMUNITY ENGAGEMENT: Inform**

This report serves to inform the community of the request from the Association to raise the Flag of India at the Community and Cultural Center.

### **ALTERNATIVE ACTIONS:**

1. The Council could elect to not approve the request.
2. The Council could elect to approve the displaying of the flag for an alternative duration and date range.

### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

None.

**FISCAL AND RESOURCE IMPACT:**

There is no fiscal or resource impact from this request.

**CEQA (California Environmental Quality Act):**

Categorical Exemption

The planned maintenance and management of city facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities.

**LINKS/ATTACHMENTS:**

1. Attachment 1 - Request Letter

**From:** Poonam Chabra  
**To:** [Jennie Tucker](#)  
**Cc:** [Debbie Lazzarino](#)  
**Subject:** Re: Flag Raising  
**Date:** Wednesday, June 21, 2017 8:20:03 AM

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Dear Morgan Hill City Council,

As you may know, the Indian Association of South County is once again raising the Flag of India at our annual ceremony at Noon on Saturday, August 12th. This letter is a humble request to keep the flag raised until the evening of Tuesday, August 15th, which is the actual Independence Day.

We're told all requests must be approved by the Council, so if you would be so kind as to approve this extension, we would really appreciate it.

Please let us know if you have any questions. We hope to see all of you at the Flag raising ceremony!

Thank you for your consideration,

Poonam Chabra  
 President, IASC  
 408-310-3515

**Sent:** Monday, June 19, 2017 at 11:37 AM  
**From:** "Jennie Tucker" <Jennie.Tucker@morganhill.ca.gov>  
**To:** "pchabra@mail.com" <pchabra@mail.com>  
**Cc:** "Debbie Lazzarino" <Debbie.Lazzarino@morganhill.ca.gov>  
**Subject:** Flag Raising

Hello Poonam

Debbie mentioned that your organization would like to keep the Indian flag raised for longer than your Saturday, August 12 event date.

If you could put together a request in writing by formal letter, I can take the request to City Council for potential approval. Anything longer than 1 day does require City Council Approval.

If you can get me the letter by the end of the week, I can put in the request for the July 19<sup>th</sup> council meeting. Make sure you include the length of time and reason why you would like it raised.

Thanks!

*Jennie Tucker*

**Community Services Supervisor**

**Community & Cultural Center**

City of Morgan Hill

17000 Monterey Road

Morgan Hill, CA 95037

Attachment: Attachment 1 - Request Letter (1318 : Indian Association Flag Raising Request)

(P) 408.310.4277

(F) 408.779.5450



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Nick Calubaquib, Recreation Manager  
APPROVED BY: City Manager

## **APPROVE PURCHASE OF CENTENNIAL RECREATION CENTER FITNESS EQUIPMENT**

### **RECOMMENDATION(S)**

1. Approve the purchase of \$82,731 in fitness equipment for the Centennial Recreation Center using YMCA pricing;
2. Determine that a competitive bid would not likely result in a lower price pursuant to Morgan Hill Municipal Code Section 3.04.150(B); and
3. Delegate authority to the City Manager to execute documents to affect such purchase.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Maintaining Fiscal Responsibility  
Supporting Our Youth  
Seniors  
and Entire Community

### **REPORT NARRATIVE:**

The replacement of eight (8) treadmills and six (6) adaptive motion trainers (AMTs) at the Centennial Recreation Center (CRC) is included in the Fiscal Year 2017-18 budget as the existing equipment has met its useful life.

Pursuant to the authority of Morgan Hill Municipal Code Section 3.04.150(B), the City may dispense with competitive bidding if the Council determines that competitive bids upon notice would not be likely to result in a lower price to the City from a responsible bidder. As a partner of the YMCA of Silicon Valley, the City has access to its pricing system. Staff is recommending that the City utilize the YMCA's pricing system for the equipment purchase because the City would not be able to obtain lower prices through the bidding process due to YMCA's superior economies of scale and volume discounts. In addition, through the CRC partnership agreement, the YMCA maintains all fitness equipment so it is advisable that new equipment match standards of the YMCA of Silicon Valley. The YMCA has specified treadmills from Cybex International, Inc. and adaptive motion trainers from Precor as equipment that is utilized and supported by maintenance personnel throughout the YMCA of Silicon Valley. Both Cybex and Precor forbid third party retailers of their products from selling directly to the YMCA and from offering pricing lower than that offered by the manufacturer. Pricing (including freight and taxes) for the treadmills and adaptive motion trainers are as follows:

| Equipment          | Quote Price | List Price  |
|--------------------|-------------|-------------|
| 8 Cybex Treadmills | \$44,838.94 | \$84,985.82 |
| 6 Precor AMTs      | \$37,891.98 | \$62,484.26 |

Upon reviewing these quotes, staff is confident that competitive bidding would not result in a lower price. Discounted rates offered through the YMCA for the purchase of the recommended equipment is a total of 44% off the list price (\$64,739.17 total savings). In addition, staff obtained quotes for treadmills from two additional manufacturers using YMCA pricing and Cybex was the lowest. There is no recommended manufacturer of AMTs other than Precor.

Once the new equipment is ordered, the old units will be disposed according to Morgan Hill Municipal Code Section 3.04.330. Should the purchase be approved, the City has the option of trading in the old treadmills through the manufacturer for an additional discount on the new ones. A trade-in discount is reflected in the quote for the AMTs.

#### **COMMUNITY ENGAGEMENT: Involve**

CRC member feedback regarding equipment is continually collected through comment cards, conversations with members, and an annual membership satisfaction survey. The proposed equipment is in line with current member needs.

#### **ALTERNATIVE ACTIONS:**

The Council may elect to:

1. Not approve the purchase of fitness equipment, or
2. Direct staff to seek out an alternative vendor for fitness equipment.

#### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

City Council has approved prior purchases for CRC equipment.

#### **FISCAL AND RESOURCE IMPACT:**

The replacement of this equipment was included in the adopted FY 2017-18 budget in the amount of \$89,000 in Fund 741 (Building Replacement Fund). The total costs, including taxes, shipping, and installation of the recommended fitness equipment using the YMCA's pricing system is quoted at \$82,731.

#### **CEQA (California Environmental Quality Act):**

Categorical Exemption

The planned maintenance and management of City facilities fall within the CEQA categorical exemption of Class 1, Existing Facilities.

#### **LINKS/ATTACHMENTS:**

1. Attachment 1 - Treadmill and AMT pricing
2. Attachment 2 - Cybex and Precore Quotes

Attachment 1:  
Treadmill and AMT pricing

|             | Quoted Price |                |             | List Price  |                |              |
|-------------|--------------|----------------|-------------|-------------|----------------|--------------|
|             | Equipment    | Sales Tax @ 9% | Total Price | Equipment   | Sales Tax @ 9% | Total Price  |
| Treadmills  | \$41,136.64  | \$3,702.30     | \$44,838.94 | \$77,968.64 | \$7,017.18     | \$84,985.82  |
| AMTs        | \$34,763.28  | \$3,128.70     | \$37,891.98 | \$57,325.01 | \$5,159.25     | \$62,484.26  |
| Total Price |              |                | \$82,730.91 |             |                | \$147,470.08 |
| \$ Savings: |              |                | \$64,739.17 |             |                |              |
| % Savings:  |              |                | 44%         |             |                |              |

**Quote#****3105298 - IR***LifeFitness***HAMMER  
STRENGTH****SCYBE****Date** 01-MAY-2017 **Expires** 30-JUL-2017**SCIFIT** **inmovement****BRUNSWICK**  
AUTHENTIC  
100  
AMERICAN

Page

**Ship To**CITY OF MORGAN HILL - CRC  
CENTENNIAL RECREATION CENTER  
171 WEST EDMUNDSON AVE.  
MORGAN HILL, SANTA CLARA  
CA 95037  
United States**Contact :****O:****M:****F:****Email:****Bill To**CITY OF MORGAN HILL - CRC  
17575 PEAK AVENUE  
MORGAN HILL, SANTA CLARA  
CA 95037  
US**Contact :****O:****M:****F:****Email:****Sales Representative**

MASON DEWING

**O:** 916-468-8002**M:** 916-468-8002**F:** 707-773-5548**Email:** mason.dewing@lifefitness.com**Life Fitness****Phone:** Main (847) 288-3300  
Toll Free (800) 735-3867Life Fitness  
9525 Bryn Mawr Avenue  
Rosemont, IL 60018  
USA

| Line | Item                                                                                                                                                                                                               | Qty | Unit Price | Unit Discount | Unit Price Selling | Total Price Selling |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------|---------------|--------------------|---------------------|
| I    | <b>790T-LED</b><br>790T Treadmill LED Console - COLOR PLATINUM<br>SPARKLE/VOLT 115 VAC 60HZ/ENGLISH/DISP CARDIO TOUCH<br>DISPLAY/DISP NO OPTION SELECTED/ASSET STANDARD<br>W/WHEEL/OPTION SET 2 NO OPTION SELECTED | 8   | 9,260.00   | -4,604.00     | 4,656.00           | 37,248.00           |

Attachment: Attachment 2 - Cybex and Precore Quotes (1319 : CRC Fitness Equipment)



Quote#

3105298 - IR

LifeFitness

HAMMER  
STRENGTH

CYBEX

Date 01-MAY-2017 Expires 30-JUL-2017

SCIFIT

inmovement

BRUNSWICK

Page

|                           |        |                  |                     |
|---------------------------|--------|------------------|---------------------|
| PO Number                 |        | Subtotal         |                     |
| Payment Type              |        | List Price       | 74,080.00           |
| Payment Terms             | NET 30 | Total Adjustment | -36,832.00          |
| Freight Terms             |        | Selling Price    | 37,248.00           |
| FOB                       |        |                  |                     |
| Freight/Fuel/Installation |        |                  | 3,888.64            |
| Tax                       |        |                  | TAXES AS APPLICABLE |
| Total(USD)                |        |                  | 41,136.64           |

## Notes:

## ADDITIONAL TERMS OF SALE:

Manufacturer REQUIRES that the following products be secured to the floor to stabilize and eliminate rocking or tipping over: any HD Elite Half Rack Short Base, any Synrgy 360 unit (except the 360XL), any Synrgy BlueSky unit, and any of the following units if they will be used for body weight strap training; any Cable Motion unit (CMDAP, OSDAP, CMACO, CMFCO), any Jungle (MJ), any Smith machine (SSM, HSSM, OSSM), any HD Elite Rack (HDE) and Athletic Series Racks (ASPR, HDHR). Some units will require a dynamic bolt to properly secure the unit to the floor, and the dynamic bolt requires a minimum of 4.4 inches of concrete subfloor. FOB Life Fitness' dock. Invoice will issue on shipment. Life Fitness may ship partial orders. Terms and Conditions of Sale which appear on purchaser's document (including Purchase orders) and which are inconsistent with these terms shall be voided. Orders canceled after shipment (or after product starts for Built-To-Order products) are subject to a 20% restocking fee. Delays in delivery at customer request may result in storage fees. Prices are good for 30 days. All invoices will be in U.S. dollars and will reflect Exchange Rate at time of shipment. Payment terms and credit lines are subject to Life Fitness credit approval.

Further, until any Products are paid for in full, Customer hereby grants to, and Life Fitness shall retain, a security interest in and lien on all Products sold to Customer and all proceeds arising out of the sale of the Products by Customer and all discounts, rebates and other funds on Customer's account payable by Life Fitness. Upon Life Fitness' request, a Customer shall execute such documents that may be necessary or reasonable to protect Life Fitness' security interest. When accepted, this quote may be processed, fulfilled, and/or invoiced by Life Fitness and its affiliated companies including Cybex or Brunswick Corporation. By accepting this quote, you agree to make any required payments to the Life Fitness, Cybex, or Brunswick entity that issued the invoice.

Financing Options are available through Life Fitness Leasing. For more information, please contact Michelle Caruso at 847-288-3620 or [leasing@lifefitness.com](mailto:leasing@lifefitness.com).

Attachment: Attachment 2 - Cybex and Precore Quotes (1319 : CRC Fitness Equipment)

This is a draft quote and not a contract - Subject to management approval



Quote #: Q-00011041

Date: 4/7/2017

Expires: 5/22/2017

**SOLD TO:**

Kolby Rousseu  
YMCA of Silicon Valley  
80 SARATOGA AVE  
SANTA CLARA, CA 95051  
United States  
Phone: (408) 782-2128  
Fax: (408) 778-8286  
E-Mail: kolby.rousseau@morganhill.ca.gov  
Payment Term: Net 30 Days

**SHIP TO/INSTALL AT:**

YMCA - Centennial Recreation Center  
171 W. Edmundson Ave.  
Morgan Hill, CA 95037  
United States  
Phone: (408) 782-2128  
Fax: (408) 778-8286  
E-Mail: kolby.rousseau@morganhill.ca.gov

**PRECOR SALES TEAM:**

Christine Michaud  
Key Account Manager  
  
christine.michaud@precor.com  
  
Jenny Edgar  
Inside Sales Representative  
jenny.edgar@precor.com  
Phone: (425) 482-5300  
Fax: (425) 398-3012

| PRODUCT NUMBER    | DESCRIPTION                                          | QTY | LIST PRICE | UNIT PRICE | EXT. PRICE |
|-------------------|------------------------------------------------------|-----|------------|------------|------------|
| PHRCA8353260EN    | AMT 835 Open Stride, P30, w/ 915 MHz Rcvr, USB/audio | 6   | 9,094.00   | 5,911.00   | 35,466.00  |
| AMTP3L3           | Warranty, AMT, P10, P30, Ext 3/3                     | 6   | 549.00     | 0.00       | 0.00       |
| 602389            | Trade-In AMT                                         | 6   | 0.00       | (400.00)   | (2,400.00) |
| 602363            | Quoted Cardio Freight                                | 1   | 540.41     | 491.28     | 491.28     |
| 602362            | Quoted Cardio Installation                           | 1   | 1,326.60   | 1,206.00   | 1,206.00   |
| SubTotal          |                                                      |     |            |            | 34,763.28  |
| Sales Tax         |                                                      |     |            |            | 3,191.95   |
| Grand Total (USD) |                                                      |     |            |            | 37,955.23  |

Attachment: Attachment 2 - Cybex and Precore Quotes (1319 : CRC Fitness Equipment)

**PAYMENT TERMS:**

Payment is due in advance. Any other payment terms are subject to credit approval. Authorized purchase orders required for: Leases, Hospitals, Military, School Systems, Municipalities and Corporate Facilities. Proof of tax-exempt status required if applicable. Estimated sales tax - final tax will be billed at the time of shipment based on the prevailing rates.

**WARRANTY:**

Experience Series (integrated) 15" Personal Viewing System: 2 years (parts and labor at service center only.)

Non-integrated 15" Personal Viewing System: 1 year (parts and labor at service center only).

Non-integrated Receivers: 1 year (parts and labor at service center only).

Experience Series Integrated Receivers: 2 years (parts and labor at service center only.)

Transmitters: 3 years (parts and labor at service center only). P80 console: 2 years (parts and labor at service center only.) High wear items (headphone jacks, USB connector, iPod connector): 90 day parts only

Cardio: 7 yrs. Frame; 1yr durable wear parts; 2 yrs parts; 1 yr labor. For treadmill, 5 yrs drive motor. For self-powered ellipticals and bikes, 1 yr battery.

Strength: 10 yrs frame parts and weldments; 5 yrs weight stack plates and components, bearings, bushings, pulleys, seat adjustments; 6 month upholstery pads & rollers; 1 year all other parts; 1 yr labor.

Strength (S3.45 & 3.25 only): 10 yrs frame; 3 yrs bearings, guide rods, cams, pulleys; 1 yr belts, cables, hand grips, miscellaneous parts; 90 days upholstery; no labor.

Stretch Trainer: 5 yrs frame; 2 yrs parts; 90 days upholstery; no labor.

Spinner Rally: 10 yrs structural frame, 2 yrs mechanical parts, 90 days wear items, 1 yr labor, 1 yr console.

Spinner Ride & Shift: 7 yrs structural frame, 2 yrs mechanical parts, 90 days wear items, 1 yr labor, 1 yr console.

**PREVENTATIVE MAINTENANCE:**

Preventative Maintenance Services purchased will be provided by Precor, or its authorized sub-contractor, in accordance with the Preventative Maintenance Terms & Conditions which are available by email request to: [services@precor.com](mailto:services@precor.com). Any parts or additional service required to repair any piece of Equipment in excess of the Preventative Maintenance Services will be in accordance with the Equipment's entitlement. Any and all additional costs for repair, parts, or services must be approved in advance by the Customer in writing.

**TERMS AND CONDITIONS OF SALE:**

Customer is responsible for the following on Entertainment, Cardio & Strength products:

TV's with fixed or variable analog audio output jack and speaker off functions (if digital audio output, a converter will need to be purchased). Live cable and dedicated electrical to each TV/Personal Viewing Screen location prior to installation.

Installation is not included unless specified. XTV receivers require a CSafe port for power or 110 VAC outlet per piece Confirmation of treadmill electrical requirements (dedicated 20amp branch circuit to each treadmill).

Confirmation of paint and upholstery color specifications. Custom orders are non-returnable and non-refundable.

No refunds after 30-days. Refunds after 30-days are subject to restocking fees. No refunds on shipping costs.

Date: 4/7/2017

Expires: 5/22/2017

**DELIVERY, FREIGHT AND RISK OF LOSS:** All prices are Ex Works Precor's dock with title in and the right of possession to products passing to Buyer upon delivery by Precor to a carrier at the point of shipment. Buyer agrees that partial shipments are acceptable. Arrangement for insurance is the responsibility of the Buyer. If shipping instructions are not furnished, Precor will ship via the most practical route considering cost and acknowledged delivery date. Buyer is responsible for all shipping, importation charges, duties, local taxes and transportation costs applicable to the delivery of products ordered to the end destination, unless otherwise agreed to by Precor in writing. Absent special pre-approved arrangements, freight will be shipped prepaid and invoiced.

**CUSTOMER SIGNATURE****NAME (Please Print)****DATE**

I understand that my signature above constitutes acceptance of the terms and conditions of sale.

**EMAIL OR FAX SIGNED PROPOSAL TO:**

Jenny Edgar  
Inside Sales Representative  
[jenny.edgar@precor.com](mailto:jenny.edgar@precor.com)  
Phone: (425) 482-5300  
Fax: (425) 398-3012



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Shane Palsgrove, Police Captain  
APPROVED BY: City Manager

## **PURCHASE OF FOUR POLICE FORD EXPLORERS**

### **RECOMMENDATION(S)**

1. Adopt resolution authorizing the purchase (including build-out) of four patrol 2017 Ford Explorers for an amount not to exceed \$237,444; and
2. Authorize the salvage of 2011 Crown Victoria Patrol #131 (vin# 2761) and auction/salvage of three 2011 Crown Victoria Patrol Vehicles as necessary following their temporary use assignments.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Enhancing Public Safety

Maintaining Fiscal Responsibility

### **REPORT NARRATIVE:**

#### **Fleet Background**

There are currently 30 vehicles and 5 trailers in the police department's fleet. 17 patrol cars and 2 motorcycles are assigned to 24 patrol officers in Field Operations. 8 unmarked police cars are assigned to 8 detectives all assigned to Special Operations and 3 unmarked police vehicles are assigned to Administration. Each vehicle has a replacement date of approximately six – ten years, depending on the type of vehicle and its assignment. The Police Department's Vehicle Replacement Plan allows the City to financially plan for scheduled vehicle purchases to maintain safe, operational police vehicles for patrol officers, detectives, and civilian members of the Department. The Council-approved vehicle replacement schedule includes four police vehicles for FY 2017-18 – three patrol vehicles and one unmarked vehicle. The Police Department would like to defer the replacement of the unmarked vehicle and substitute it with another patrol vehicle.

**1. 2011 Crown Victoria - Vehicle #131 (90,946 miles):** The Crown Victoria will be replaced with a 2017 Ford Explorer. The 2011 Crown Victoria is due for replacement in July 2017. The vehicle's transmission has recently been replaced and will be removed and used in another patrol vehicle. This vehicle has moderate front-end suspension problems which has significantly affected the handling of the vehicle. The removal of the transmission makes the vehicle inoperable therefore it will be sent to a salvage yard.

**2. 2011 Crown Victoria - Vehicle #134 (87,980 miles):** The Crown Victoria will be replaced with a 2017 Ford Explorer. The 2011 Crown Victoria is due for replacement in

July 2018, however, the vehicle was previously repaired after being in a collision which affected its suspension and handling. The vehicle is still safe for emergency use and suitable as a pool car; therefore, we ask to keep it in the fleet as a “spare” for one year or until the repairs exceed the regular maintenance. Using this car as a spare will extend the life of our fleet by avoiding four officers using one car when a vehicle is being repaired. The vehicle would be sent to auction or salvage upon need for repair beyond normal maintenance.

**3. 2011 Crown Victoria - Vehicle #135 (85,585 miles):** The Crown Victoria will be replaced with a 2017 Ford Explorer. The 2011 Crown Victoria is due for replacement but is in fair condition. We would like to keep this vehicle as an “Auxiliary Traffic Vehicle” for our motorcycle officers to use during inclement weather. The current traffic vehicle is out of service after recently experiencing a costly steering failure. The purchase of this vehicle will eliminate a \$2,000 repair bill for the existing traffic vehicle. We ask to keep it in our fleet until the repairs exceed the regular maintenance. The vehicle would be sent to auction or salvage upon need for repair.

**4. 2010 Crown Victoria - Vehicle #137 (97,330 miles):** The Crown Victoria will be replaced with a 2017 Ford Explorer. The 2010 Crown Victoria is due for replacement. The vehicle was equipped with emergency lighting and electrical equipment from the vehicle it replaced in order to save costs. The equipment is now experiencing mechanical failure due to its prolonged use. The vehicle also has high mileage and will be assigned to our Volunteer in Policing Program. The prior electrical problems will not be a factor for its new assignment since the electrical components will be swapped out. The vehicle would be sent to auction or salvage upon need for repair.

Staff recommends the purchase of four 2017 Police Package Ford Explorers to replace one aged 2010 and three 2011 Crown Victoria police vehicles as follows:

| Aged Vehicles                         | Miles  | New Vehicles       |
|---------------------------------------|--------|--------------------|
| 2011 Crown Victoria – patrol car #131 | 90,946 | 2017 Ford Explorer |
| 2011 Crown Victoria – patrol car #134 | 87,980 | 2017 Ford Explorer |
| 2011 Crown Victoria – patrol car #135 | 85,585 | 2017 Ford Explorer |
| 2010 Crown Victoria – patrol car #137 | 97,330 | 2017 Ford Explorer |

The Police Department recommends purchasing the four 2017 Ford Explorers through a third party, Priority 1 Public Safety Equipment Installation Inc., who will purchase the vehicles from Towne Ford (in San Leandro, Ca) pursuant to Morgan Hill Municipal Code (“MHMC”) Sections 3.04.150(2) and 3.04.180. There are no local vendors that supply Police Package Ford Explorers and purchasing a base vehicle and making after-market changes to equip them with Police Packages is not cost effective.

This pricing is less than the state competitively bid contract (#1-15-23-14B with Folsom Lake Ford). The base vehicles from Towne Ford are \$10 less than from Folsom Lake Ford (\$27,662 compared to \$27,672).

This competitive bid price does not include the vehicle build-out. The build-out cost

includes special orders, tax, lights, prisoner cargo area, siren, control modules, radio installation, computers, and decals. The full cost of the vehicle including purchase price and build-out is \$56,234 or \$62,488, depending on the vehicle. These amounts are less than the budgeted amount per vehicle of \$67,535.

The replacement of vehicles is required to maintain a safe and operational fleet. All police vehicles are outfitted with emergency communications and officer safety equipment.

### **COMMUNITY ENGAGEMENT: Inform**

This staff report serves to inform the community about the recommended purchase of the new police vehicles.

### **ALTERNATIVE ACTIONS:**

#### **1. Purchase of Vehicles:**

The Council could decide to not approve the acquisition of 2 vehicles now and defer the other two until next fiscal year. This alternative would keep the fleet at the current levels and Police Officers would continue to drive these vehicles, which will likely increase out of service time and cost of repair services.

#### **2. Retaining Existing Fleet Vehicles:**

The Council could decide to keep the four aged vehicles to use as parts for our aging fleet then send to auction, or in most cases send the car to be salvaged.

### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS: None**

### **FISCAL AND RESOURCE IMPACT:**

The breakdown per vehicle for the cost of two of the Patrol Ford Explorers (replacing #131 and #134) is below (totaling \$112,468):

| <b>Build-out</b>           | <b>Cost</b>     |
|----------------------------|-----------------|
| Patrol Ford Explorer       | \$35,770        |
| Emergency System Build-out | 19,564          |
| Decals                     | <u>900</u>      |
| <b>Total Per Vehicle</b>   | <b>\$56,234</b> |

The breakdown per vehicle for the cost of two of the Patrol Ford Explorers (replacing #135 and #137) is below (totaling \$124,976):

| <b>Build-out</b>                         | <b>Cost</b>     |
|------------------------------------------|-----------------|
| Patrol Ford Explorer                     | \$35,770        |
| Emergency System Build-out               | 19,564          |
| Data 911 – Mobile Data Transmitter (MDT) | 6,254           |
| Decals                                   | <u>900</u>      |
| <b>Total Per Vehicle</b>                 | <b>\$62,488</b> |

The funds for the vehicles and build outs are from the Vehicle Replacement Fund—Fund 790, which includes \$67,535 for each vehicle replacement.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

Not a project: The purchase of vehicles does not constitute a project as defined in Section 15378 of the State CEQA guidelines as the purchase is an administrative activity that will not result in physical environmental impacts.

**LINKS/ATTACHMENTS:**

1. Ford Police Explorers-Reso 07-19-17

## RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING, AND AUTHORIZING THE CITY MANAGER TO PURCHASE FOUR FORD POLICE EXPLORERS FROM TOWNE FORD AND APPROVING THE BUILD OUT OF THE VEHICLES TO INCLUDE INSTALLATION OF EMERGENCY EQUIPMENT AND MOBILE DATA TERMINALS BY PRIORITY ONE

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California (“City”), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the entrance of the City into that certain agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled “Purchase of Four Police Ford Explorers” submitted for City Council consideration at its meeting of July 19, 2017, submitted to the City Council by the City Manager (the “Staff Report”), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which meeting the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1.     Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2.     Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the City Manager is hereby delegated authority to and is authorized and directed to approve the purchase order for four Ford Police Explorers from Towne Ford and is authorized and directed to approve the purchase order with



Priority One for build-out which includes installation of emergency equipment and mobile data terminals in each vehicle for an amount not to exceed \$237,444.

Section 3. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Morgan Hill at its meeting held on this 19<sup>th</sup> day of July, 2017 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

**COUNCIL MEMBERS:**  
**COUNCIL MEMBERS:**  
**COUNCIL MEMBERS:**  
**COUNCIL MEMBERS:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Steve Tate, MAYOR**

**∞ CERTIFICATION ∞**

**I, Irma Torrez, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No.XXXX , adopted by the City Council at the meeting held on July 19, 2017.

**WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Irma Torrez, CITY CLERK**



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: David Gittleson, Associate Engineer  
APPROVED BY: City Manager

## **FIRST AMENDMENT TO AGREEMENT WITH ASSOCIATED RIGHT OF WAY SERVICES, INC. FOR HALE AVENUE EXTENSION PROJECT**

### **RECOMMENDATION(S)**

Approve and authorize the City Manager to execute a First Amendment to the agreement with Associated Right of Way Services, Inc. in the amount of \$75,000, for a total contract amount not to exceed \$145,000 to continue with property acquisitions efforts for the Hale Avenue Extension Project.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Enhancing Public Safety  
Maintaining Fiscal Responsibility

#### **2017 Strategic Priorities**

Infrastructure

### **REPORT NARRATIVE:**

The Hale Avenue Extension Project is being designed as a two-lane roadway with a median, bike lanes, and pedestrian walkway in conformance with the City's multi-modal arterial standard and the City's General Plan. When completed the Hale Avenue Extension project will provide a critical north-south corridor west of the Downtown. The limits of this gap-fill project are Main Avenue at the north end and Spring Avenue at the south end. The project requires that a substantial amount of right-of-way be purchased from private property owners before construction can commence.

On December 7, 2016, City Council awarded a consultant agreement contract with Associated Right of Way Services, Inc. for \$70,000 to provide property acquisition services for the Hale Avenue Extension Project. This agreement was intended to provide the City with appraisals and kick-start communications with land owners to discuss the voluntary sale of the properties needed to construct the project. Associated Right of Way Services for the initial agreement included contacting affected property owners and preparing appraisals. There are nine partial land takes and ten slope easements that need to be acquired for the project. The affected property owners include the County of Santa Clara, PG&E, and the Santa Clara Valley Water District. Associated Right of Way Services is in the process of meeting with the affected property owners and have completed six appraisals to date. While the original scope of Associated Right of Way's contract was largely geared towards preparing appraisals and starting the communication process, the proposed contract amendment will provide the additional services from Associated Right of Way to fully engage all the property owners and complete negotiations with willing property owners.

Specifically, Associated Right of Way Services scope of work for the first amendment includes: 1) negotiations with the affected property owners, 2) project management, 3) updating of appraisals, and 4) relocation services. For the services described above, the first amendment is for an additional \$75,000. Thus, the combined not to exceed total contract amount is \$145,000 (\$70,000+\$75,000). As with any public right-of-way acquisition effort, it is difficult to know what efforts will ultimately be required to complete the process. Staff will report back on progress as the acquisitions proceed. The combined FY 2016-17 and 2017-18 Capital Improvement Program (CIP) allows for \$1,755,000 for right of way purchases for the Hale Avenue Extension Project.

A key component and possibly the determining driver on the overall schedule for the completion of the project is the acquisition of the needed right-of-way. Staff recommends amending the agreement with Associated Right of Way Services to continue assisting staff with the right-of-way acquisition process. The County's Measure B initiative recently passed and the City's Hale Avenue Extension project is on the Santa Clara Valley Transportation Authority's (VTA) list of approved projects. Although it is unknown at this time when the Measure B proceeds will be available to the City, it is in the City's best interests to move the project forward to be in a "shovel ready" mode as soon as possible.

Staff recommends that the City execute a first amendment to the agreement with Associated Right of Way Services for an additional amount of \$75,000 which will allow continued property acquisition services for the Hale Avenue Extension Project.

The following steps and updated completion dates for the Hale Avenue Extension project are shown below:

- ✓ Certify EIR for Official Plan Line and project - August 2017
- ✓ Adopt Official Plan Line - August 2017
- ✓ Complete design of Hale Avenue Extension Project - December 2017
- ✓ Complete right-of-way acquisition - July 2018
- ✓ Commence construction activity - September 2018 (provided right-of-way is fully acquired and Measure B funds are available)

Staff will work with VTA officials to secure Measure B funds to allow for the construction of the Hale Avenue Extension as soon as possible.

### **COMMUNITY ENGAGEMENT: Inform**

The Hale Avenue Extension Project has been in the City's General Plan since 1969 and continues to be an important north/south arterial gap fill project. Numerous community engagement and design meetings were held throughout the early planning and design phases. In addition, the City hired David J. Powers and Associates to complete the Environmental Impact Report (EIR) for the project. This process included opportunities for the community to provide input regarding the scope and content of the EIR and on potential environmental impacts from the project.

## **ALTERNATIVE ACTIONS:**

City Council could decide not to move forward with the first amendment at this time and direct staff to wait until the project is fully funded. This action would ultimately delay some voluntary property purchases and could delay the construction of the project.

## **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

- February 16, 2011, City Council heard a report on the community engagement and provided direction for moving forward with the project.
- March 23, 2011, City Council awarded a professional services contract to Mark Thomas and Company for \$788,000 to design the project.
- August 24, 2011, City Council approved the intersection design concepts for the Hale Avenue Extension project.
- July 20, 2016, City Council approved the purchase of property (Hosseinpour) APN 767-06-001 for \$183,000 plus escrow fees for the Hale Avenue Extension Project.
- December 7, 2016, City Council awarded a consultant agreement with Associated Right of Way Services, Inc. for \$70,000 to provide acquisition services for the Hale Avenue Extension project.

## **FISCAL AND RESOURCE IMPACT:**

Sufficient funds for the \$75,000 first amendment are budgeted in the FY 2017-18 CIP. \$1,755,000 has been budgeted to purchase right-of-way from willing sellers for FY 2016-17 and 2017-18 from the Traffic Impact Fund (309). The total amount budgeted for FY 2017-18 for this project is \$2,985,000.

## **CEQA (California Environmental Quality Act):** Project

David J. Powers and Associates was hired to prepare the EIR for the Hale Avenue Extension Project. The Draft EIR was circulated for comment through February 6, 2017. The Final EIR is tentatively scheduled for City Council certification in August 2017.

## **LINKS/ATTACHMENTS:**

1. First Amendment Associated Right of Way
2. Project Location Map

**FIRST AMENDMENT TO AGREEMENT  
Associated Right of Way Services, Inc.**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on \_\_\_\_\_ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and Associated Right of Way Services, Inc, a California Corporation ("CONSULTANT").

**RECITALS**

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into based upon City of Morgan Hill City Council approval on July 19, 2017.
2. The CITY and CONSULTANT entered into that "Consultant Agreement" made as of December 14, 2016, for consultant services for a maximum compensation of \$70,000 ("CONSULTANT AGREEMENT"). The CONSULTANT AGREEMENT is attached as Exhibit "A" to this Agreement.

**AGREEMENT**

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, as attached as Exhibit "A," shall remain in full force and effect; except that the following amendments shall be made as set forth below:

A. Paragraph 2 shall be amended and replaced in its entirety by the following:

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from December 14, 2016, until July 2, 2018. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both parties to this Agreement."

B. Paragraph 3 shall be amended by adding the following:

"The services to be performed by CONSULTANT shall consist of the following additional services set forth in Exhibit "B": Continue negotiations, project management, two new appraisals, update existing appraisals, and add relocation services."

C. Paragraph 4.1 shall be amended and replaced in its entirety by the following:

"4.1. **Amount.** Compensation under this Agreement shall not exceed \$70,000 for the original agreement plus \$75,000 for the First Amendment for a total of One Hundred Forty Five Thousand Dollars (\$145,000)."

2. **Conflicts.** In the event of a conflict between the terms and provisions of this First Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT, the terms of this First Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; **AND**  
 (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk

Date: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

Associated Right of Way Services, Inc

City Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name and Title of Signer. **PRESIDENT**

If Corporate: Chairman, President or Vice President

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 6/13/17

126-04-16-129

**CONSULTANT AGREEMENT**  
**Associated Right of Way Services, Inc.**

**THIS AGREEMENT** is entered into and becomes effective on 12/14/16 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Associated Right of Way Services, Inc. a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on December 7, 2016
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 15, 2017 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be to contact and negotiate with willing property owners for the purposes of acquiring street right of way for the Hale Avenue Extension Project, as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
  - 4.1. **Amount.** \$70,000.00: Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Seventy Thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed during the extended term period exceed an additional five percent (5%) above the compensation allowed to be paid to CONSULTANT during the initial term of this Agreement.
  - 4.2. **Billing.** CONSULTANT shall provide CITY with a monthly invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and



CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.

6. **Performance of Work.** CONSULTANT represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by CONSULTANT in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the CONSULTANT'S profession. By delivery of completed work, CONSULTANT certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. CONSULTANT shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If CONSULTANT desires to leave or store any of CONSULTANT's equipment at a CITY site while CONSULTANT is performing work or service pursuant to this Agreement, CONSULTANT will first obtain the consent of CITY's City Manager, or his delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at CONSULTANT's sole risk.

7. **Insurance Requirements.** CONSULTANT shall procure and provide proof of the insurance coverage required by this section in the form of certificates and endorsements. The required insurance must cover the activities of CONSULTANT, including its subcontractors, employees and agents, relating to or arising from the performance of any work or service under this Agreement, and must remain in full force and effect at all times during the period covered by this Agreement. The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or "umbrella" policies, provided each such policy complies with the requirements set forth herein. CONSULTANT further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to CONSULTANT, at any time as deemed necessary to protect the interests of the CITY.

7.1. **Insurance Types and Amounts.**

7.1.1. **Commercial General Liability (CGL).** CONSULTANT shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.2. **Automobile Liability.** CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (If CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for bodily injury or death to any one person for any one accident or occurrence and at least one million dollars (\$1,000,000.00) for property damage, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.



7.1.3. Workers' Compensation Insurance and Employer's Liability. CONSULTANT shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If CONSULTANT is self-insured, CONSULTANT shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

7.1.4. Pollution (Environmental) Liability. If the performance of CONSULTANT'S work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, CONSULTANT shall procure and maintain Pollution Liability covering the contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.5. Professional Liability.

7.1.5.1. If the performance of CONSULTANT's work or service under this Agreement involves professional and/or technical services (examples include, but are not limited to, architects, engineers, land surveyors, and appraisers), CONSULTANT shall procure and maintain either a claims made or occurrence Errors and Omission liability insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CONSULTANT maintains a claims-made policy, CONSULTANT shall provide written evidence of such insurance to the CITY for at least five (5) years after the completion of work performed under this Agreement.

7.1.5.2. If the performance of CONSULTANT's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, software designers, hardware engineers, or other systems consultants), CONSULTANT shall procure and maintain a claims made Errors and Omission liability insurance, including Cyber Liability and Data Breach, in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

7.1.5.3. If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) one million dollars (\$1,000,000.00) each claim, or (ii) the maximum amount of such insurance

available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 7.2. **Endorsements**. CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

7.2.1. **General Liability**.

7.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;

7.2.1.2. the insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

7.2.1.3. insurance shall be primary non-contributing.

7.2.2. **Workers Compensation**.

The insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

- 7.3. **Qualification of Insurers**. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and an financial size rating of "VII" or better.

- 7.4. **Certificates**. CONSULTANT shall furnish CITY of Morgan Hill with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to [riskmgmt@morganhill.ca.gov](mailto:riskmgmt@morganhill.ca.gov) or delivered to the Certificate Holder address provided herein

Certificate Holder address:

City of Morgan Hill  
Attn: Risk Management  
17575 Peak Avenue  
Morgan Hill, CA 95037

8. **Non-Liability of Officials and Employees of the CITY**. No official or employee of CITY shall be personally liable for any default or liability under this Agreement.

9. **Compliance with Law**. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender,

marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

10. **Independent Contractor.** CONSULTANT is an independent contractor and not an agent or employee of CITY.

11. **Confidentiality.** All data, documents, or other information received by CONSULTANT from CITY or prepared in connection with CONSULTANT'S services under this Agreement are deemed confidential and shall not be disclosed to any third party by CONSULTANT without prior written consent by CITY.

12. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

13. **Notices.** All notices shall be personally delivered or mailed, via first class mail to the below listed address. These addresses shall be used for delivery of service of process. Notices shall be effective five (5) days after date of mailing, or upon date of personal delivery.

Address of CONSULTANT is as follows:

Associated Right of Way Services, Inc.  
2300 Contra Costa Blvd., Suite 525  
Pleasant Hill, CA 94523

Address of CITY is as follows:

|                       |                       |
|-----------------------|-----------------------|
| David Gittleson, P.E. | with a copy to:       |
| City of Morgan Hill   | City Clerk            |
| 17575 Peak Avenue     | City of Morgan Hill   |
| Morgan Hill, CA 95037 | 17575 Peak Avenue     |
|                       | Morgan Hill, CA 95037 |

14. **Licenses, Permits and Fees.** CONSULTANT shall obtain a City of Morgan Hill Business License, all permits and licenses to the extent required by ordinances, codes and regulations of the federal, state and local government.

15. **Maintenance of Records.**

15.1. **Maintenance.** CONSULTANT shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and CITY rules and ordinances related to services provided under this Agreement. CONSULTANT shall maintain records for a period of at least 3 years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the 3 year period, then CONSULTANT shall retain said records until such action is resolved.

15.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to

matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 15.3. Ownership of Work Product. All documents or other information developed or received by CONSULTANT for work performed under this Agreement shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement.

16. Familiarity with Work. By executing this Agreement, CONSULTANT represents that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.

17. Time of Essence. Time is of the essence in the performance of this Agreement.

18. No Assignment. Neither this Agreement nor any portion shall be assigned by CONSULTANT, without prior written consent of CITY. Any attempted assignment not first approved by CITY shall be void and, at CITY's option, shall terminate this Agreement effective as of the date of such attempted assignment.

19. Attorney Fees. In any legal action, dispute or arbitration arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs and expenses incurred.

20. Defense and Indemnification.

20.1. Defense and Indemnification. CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the CONSULTANT's negligence or willful misconduct in the performance of this Agreement or the failure to comply with any obligations contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

20.2. Exceptions. CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.

20.3. Not limited by insurance. The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

20.4. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

20.5. Interpretation. This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly understood and agreed that the obligation of the CONSULTANT to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

21. Entire Agreement; Modification; Conflicting Provisions. This Agreement constitutes the entire Agreement between the Parties and supersedes any previous agreements, oral or written. This Agreement may be modified or provisions waived only by a subsequent mutual written agreement executed by CITY and CONSULTANT. If the provisions contained in the main body of this Agreement conflict with any provision contained in an exhibit to this Agreement, the provisions of the main body of this Agreement shall govern and control over any provision contained in an exhibit to this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement shall only be brought in Santa Clara County.

23. Interpretation. This Agreement is a negotiated document and shall be deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation shall apply against any particular Party based on a contention that the Agreement was drafted by one of the Parties including, but not limited to, California Civil Code § 1654, the provisions of which are hereby waived. This Agreement shall be construed and interpreted in a neutral manner.

24. Preservation of Agreement. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated.

25. Binding Agreement. Notwithstanding the provisions of Section 18 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

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26. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

IN WITNESS THEREOF, these Parties have executed this Agreement on the day and year shown below.

AS SET FORTH IN CA. CORP. CODE § 313, TWO SIGNATURES ARE REQUIRED FOR CALIFORNIA CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND  
 (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

City Clerk/Deputy City Clerk

Michelle Wilson  
 Print Name

Date: \_\_\_\_\_

APPROVED AS TO FORM:

*Les Jensen*  
 City Attorney

Donald A. Larkin  
 Print Name

Date: 12/09/16

CITY OF MORGAN HILL

*SM*  
 City Manager

Steve Rymer  
 Print Name

Date: 12/14/16

Associated Right of Way Services, Inc.

*Denise Jackson*  
 By:

Title: Denise Jackson, Vice President

Print Name and Title of Signer.

If Corporate: Chairman, President or  
 Vice President

Date: 11/22/16

*Larry Castellanos*  
 By:

Title: Larry Castellanos, Secretary  
 Print Name and Title of Signer.

If Corporate: Secretary, Assistant  
 Secretary, Chief Financial Officer or  
 Assistant Treasurer

Date: 11/22/16



## EXHIBIT A SCOPE OF SERVICES



### Scope of Work

#### SCOPE OF WORK

Associated Right of Way Services, Inc. (AR/WS) will provide real estate consulting, appraisal and acquisition services for the City of Morgan Hill's (City) Hale Avenue Extension Project. AR/WS proposes to provide right of way engineering services through a subcontractor.

Our proposal is based on the following assumptions:

- The Project will occur in phases. The first phase will include general consulting and contacting property owners to determine their level of interest in voluntarily granting property rights to the City. The second phase will include right of way engineering, appraisal and acquisition services for specific properties once willing sellers have been identified. The scope of work for the second phase is unknown at this time. The specific scope of work for this phase will be defined when voluntary owners have been identified and the City authorizes second-phase services on particular parcels.
- All acquisitions at this time will be entirely voluntary.
- The Project may include partial fee simple and permanent easement acquisitions from up to 11 parcels, with up to 9 property owners.
- The project does not include federal funds.

#### REAL ESTATE CONSULTING

- Attend kick-off meeting with City staff.
- Review project exhibits, current design information and right of way acquisitions as currently proposed.
- Prepare draft property owner contact letters for review and approval by City.
- Contact up to 9 property owners to discuss Project and determine level of interest in voluntarily granting property rights to the City.
- Discuss results of property owner contacts with City.
- Coordinate with City, legal counsel and other team members, as appropriate.
- Provide on-going consultation and assistance with analyzing various courses of action.
- Provide risk assessment related to real estate and right of way issues and recommend solutions.

#### CITY OBLIGATIONS (REAL ESTATE CONSULTING)

- Approval of draft property owner contact letters.

#### APPRAISAL SERVICES

Parcels that will require appraisal services have not been defined at this time. AR/WS will provide a fee for the appraisals once owners agreeable to voluntary acquisitions have been identified.

- Appraisals to be provided as one original with two copies addressed and delivered to City staff as directed.



## Scope of Work

- Appraisals to be prepared in accordance with California Eminent Domain Law; California Government Code Section 7260 et seq.; and the Uniform Standards of Professional Appraisal Practice requirements, except as jurisdictionally exempt.
- The owner or a designated representative will be invited by the appraiser to accompany him/her during the inspection of the property.
- Prepare appraisal report in an Appraisal Report format in accordance with Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2.
- Appraisal is for the "Fair Market Value" of the property as per California Code of Civil Procedure, Section 1263.320.
- The appraiser will issue the necessary public acquisition informational brochure to all owners.
- The market value of the property taken will not include any increase or decrease in the value of the property that is attributable to any of the following:
  - The project for which the property is taken;
  - The eminent domain proceeding in which the property is taken;
  - Any preliminary actions of the acquiring authority relating to the taking of the property.
- Appraiser will not give consideration to, nor include in their appraisal, any allowance for relocation benefits of personal property.
- The appraisal of real estate does not include business or goodwill analyses or conclusions. Any loss of goodwill valuations should be performed by others under direct contract to City.
- If updated values are requested, appraisal services will be billed on an hourly basis in accordance with the AR/WS Fee Schedule. (Optional Service)
- If revisions are made to the property requirements during the appraisal process or upon completion of the report, appraisal time to address these revisions will be billed on an hourly basis in accordance with the AR/WS Fee Schedule. (Optional Service)

### CITY OBLIGATIONS (APPRAISAL)

- Preliminary title reports.
- Legal opinions as necessary.

### NEGOTIATIONS / ACQUISITIONS

- AR/WS to prepare acquisition documents. Said documents include, but are not limited to: offer letter, appraisal summary statement and summary of the basis for just compensation, summary statement pertaining to the acquisition of real property or an interest therein, purchase agreement, deed, public acquisition brochure and goodwill information sheet (if not addressed in City brochure).
- Once owners agreeable to voluntary acquisitions have been identified and right of way mapping and appraisal services have been completed, AR/WS will negotiate to acquire acquisitions identified by the City.





## Scope of Work

- All acquisition documents to receive City's written approval as to form prior to use in the field. If agreement with all owners and other required interests cannot be reached, AR/WS will advise City that negotiations have reached an impasse.
- If settlement with owner and other required interests is reached pursuant to the City approved appraisal or City approved administrative settlement, AR/WS will prepare a Memorandum of Settlement for transmittal to City. If an administrative settlement appears to be prudent, AR/WS will prepare a settlement discussion memorandum reviewing the issues. This memorandum will require City written approval before implementation of any settlement agreement.
- AR/WS will establish with City a process of coordinating escrow closings and reviewing escrow instructions. Where there are escrow closings, preparation of escrow instructions will be completed by title company. Approval of conditions of title and escrow instructions, including but not limited to, "subject to" title exceptions, will be done by City.

### CITY OBLIGATIONS (ACQUISITION)

- Written approval of all acquisition documents in a timely manner.
- Direction as to administrative settlements, negotiating authority and condition of title acceptance.
- Providing any formats to be used by AR/WS on City's behalf.
- Selection of title company.
- Review and approval of title company prepared escrow instructions including acceptable condition of title.

### RIGHT OF WAY ENGINEERING/SURVEYING SERVICES (SUBCONTRACTOR)

AR/WS proposes to provide right of way engineering/surveying services through a subcontractor. Parcels that will require these services have not been defined at this time. AR/WS will obtain a fee for plat maps and legal descriptions for individual parcels once owners agreeable to voluntary acquisitions have been identified. The scope of work may include the following:

- Research and record boundary compilation.
- Review title reports.
- Attend meetings.
- Coordinate with AR/WS and City staff.
- Prepare plat maps and legal descriptions.

### ADMINISTRATIVE SUPPORT

AR/WS will provide a fully staffed in-house clerical team to provide word processing, reports, project tracking and budget control for all AR/WS services.

**EXHIBIT B**  
**SCHEDULE OF COMPENSATION RATES**



ASSOCIATED  
RIGHT OF WAY  
SERVICES, INC.

Fee Schedule

AR/WS FEE SCHEDULE 2016

| CONSULTING CATEGORY                                                                                           | HOURLY RATE |
|---------------------------------------------------------------------------------------------------------------|-------------|
| Principal Consultant                                                                                          | \$200.00    |
| Managing Consultant                                                                                           | \$185.00    |
| Consultant I                                                                                                  | \$150.00    |
| Consultant II                                                                                                 | \$130.00    |
| Consultant III                                                                                                | \$115.00    |
| Right of Way Technician                                                                                       | \$80.00     |
| Administrative Support                                                                                        | \$65.00     |
| Appraisal Reports                                                                                             | Lump Sum    |
| Appraisal Services (Hourly)                                                                                   | \$200.00    |
| Subcontractors                                                                                                | Cost + 10%  |
| Depositions, Court Appearances, Arbitrations / Mediations,<br>Hearings, and Testimony (including preparation) | \$275.00    |

*Fees include direct and indirect expenses and profit*

**BUDGET**

A budget of \$70,000 is being requested for initiation of these services. Since parcels that will require right of way engineering, appraisal and acquisition services have not been identified at this time, it is unknown if this budget will be sufficient for the entire project. AR/WS will provide a quote to the City for appraisal services and right of way engineering when voluntary owners have been identified. Appraisal services will be billed lump sum. Right of way engineering, provided through a subcontractor, will be billed at cost plus fee (see attached AR/WS Fee Schedule). All other services are billed on an hourly basis, in conformance with the AR/WS Fee Schedule.

**EXHIBIT C  
SCHEDULE OF PERFORMANCE**

**The Consultant shall work diligently to acquire right of way from willing sellers. Thus, the term of the agreement shall extend to December 15, 2017 or when the compensation amount runs out.**

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2300 Contra Costa Blvd.  
Suite 525  
Pleasant Hill, CA 94523  
925.691.8500 *phone*  
925.691.6505 *fax*  
www.arws.com

## MEMORANDUM

**DATE:** July 7, 2017  
**TO:** Dave Gittleson – City of Morgan Hill  
**FROM:** Steve Castellano – AR/WS   
**PROJECT:** Hale Avenue Extension  
**SUBJECT:** Scope and Budget Amendment Request - Updated

This is a format we use to communicate and track changes in scope of services and level of effort from those anticipated, predictable or agreed upon, when entering into the contract for services or subsequent extra work authorizations.

### Type of Change:

☐ Level of Effort ☒ Scope of Services ☐ Other

AR/WS completed the Phase I of the project by contacting all nine property owners to solicit voluntary acquisitions for the property rights needed for the project:

- Tran (apn: 767-030-039, -041, & -042)
- Kerr (apn: 767-05-024)
- Santa Clara County (apn: 767-06-034 & -035) – *second appraisal added to original scope.*
- Betpolice (apn: 767-03-036)
- PG&E (apn: 767-04-009 & 767-05-001)
- Giancola & Sons (apn: 767-05-037)
- Howard (apn: 767-12-024)
- Garcia (apn: 767-01-050)
- Gose (apn: 767-14-001) – *added parcel to original scope.*

This effort included project coordination and setup, preparation of the contact letter, research property owners' contact information, and conduct both phone and email contacts with seven property owners. Four owners (Tran, Kerr, Howard, and Santa Clara County) initially contacted us, willing to sell portions of their property. The three remaining owners ((Betpolice, Giancola, and Garcia) responded shortly thereafter. We corresponded with PG&E but never received confirmation to proceed with an appraisal (*we have been recently informed by the City that the appraisal/acquisition for the PG&E property is longer required as part of the AR/WS scope*). A second appraisal and acquisition services have been added to the original scope to address the County's additional parcel as a separate larger parcel. The Gose parcel is a late addition to the project scope and will require an appraisal and acquisition services.

AR/WS has completed and submitted to the City the Giancola & Sons, Kerr, Betpolice, Tran, Howard, and Garcia appraisals. The Santa Clara County appraisal is in progress but is expected to be completed and submitted to City by mid-September 2017. We have also initiated the preparation of draft acquisition documents for several of the properties that have been appraised. As a result of the aforementioned work described, we are near depletion of the original budget.

Dave Gittleson  
July 7, 2017  
Page 2 of 2



In addition, the City has recently revised the project right of way requirements that will result in updates to five of the already completed appraisals (Giancola & Sons, Kerr, Betpolice, Tran, and Garcia). The appraisal updates will require an additional fee to complete. The amended budget proposed in this request will cover the fees for the services identified in the Budgetary Change section shown below.

Furthermore, ARWS has attached a deliverable/critical path schedule. This schedule is an estimate to complete the appraisal and acquisition tasks. ARWS expects that the acquisitions will be accomplished by negotiations. However, a condemnation schedule is included in the event that some negotiations reach an impasse and the City elects to proceed with condemnation.

**Budgetary Change:**

☐ No Change at this Time      ☒ Additional Funds Needed      ☐ Reduction of Budget

Budget breakdown of the services described on Page 1 and above in this memorandum:

|                                                                                             |                     |
|---------------------------------------------------------------------------------------------|---------------------|
| • <u>Project Management</u> (billed hourly)                                                 | = \$ 3,000.00       |
| • <u>Appraisals</u> (Update 5 appraisals)                                                   | = \$ 7,500.00       |
| (2 new appraisals - County and Gose parcels, billed lump sum)                               | = \$ 14,000.00      |
| • <u>Acquisition/Negotiations</u> (8 property owners, billed hourly)                        | = \$ 40,500.00      |
| • <u>Relocation Assistance</u> (County parcel, includes Relocation Planning, billed hourly) | = \$ 10,000.00      |
| <b>Total</b>                                                                                | <b>\$ 75,000.00</b> |

Please contact me if you have any questions. If this budget amendment request is acceptable to the City, please sign your authorization below and return to my attention. Thank you.

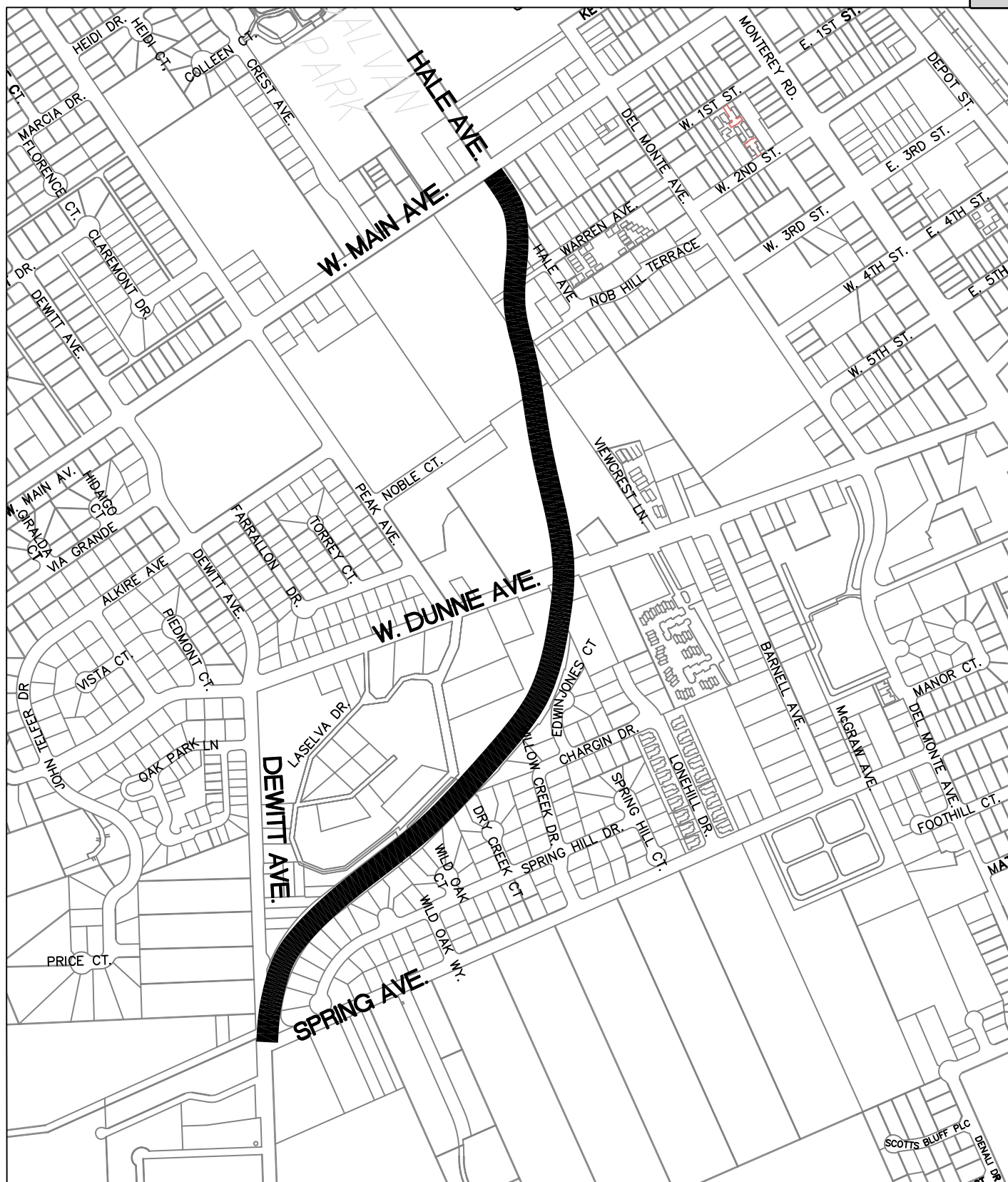
**Additional Funds Authorized**

**City of Morgan Hill**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



SCALE: NTS

# City of Morgan Hill

Public Works Department



CITY OF MORGAN HILL

N:\PROJECTS\CIP\STREETS\546007-Santa Teresa Const\Staff Reports\hale plot 8-24-11.dwg

LOCATION PLAN

Hale Avenue Extension

Date: 7/19/17

Drwn by: DIG

PAGE 1 OF 1

Packet Pg. 48

Attachment: Project Location Map (1278 : First Amendment to Agreement with Associated Right of Way Services, Inc.)





## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Charlie Ha, Supervising Civil Engineer  
APPROVED BY: City Manager

## **ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR CAMPOLI - TRACT NO. 10215**

### **RECOMMENDATION(S)**

Adopt resolution:

1. Accepting the subdivision public improvements for Campoli – Tract No. 10215;
2. Authorizing the Public Works Director to sign a Notice of Completion; and
3. Directing the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Maintaining Fiscal Responsibility

#### **2017 Strategic Priorities**

Infrastructure

### **REPORT NARRATIVE:**

Campoli – Tract No. 10215 is an 11-lot subdivision, which is located on the southwesterly corner of Campoli Drive and Old Monterey Road (see attached site map). The subdivision improvements have been completed in accordance with the requirements of the Subdivision Improvements Agreement between the City of Morgan Hill and E&H 3<sup>rd</sup> FLP dated June 19, 2014 and as specifically set forth in the plans and specifications approved by the City.

To date, the City has accepted a total of 127.06 miles of publicly maintained streets.

The streets and street lengths to be accepted as part of the development are as follows:

| <b>Street</b> | <b>Street Lengths</b> |
|---------------|-----------------------|
| Campoli Drive | 0.07 mi               |
| Bonita Drive  | 0.03 mi               |
|               |                       |
| <b>Total</b>  | <b>0.10 mi</b>        |

The value of the public improvements being accepted is \$323,349.

### **COMMUNITY ENGAGEMENT: Inform**

This report serves to inform the community of the improvements to be accepted.

**ALTERNATIVE ACTIONS:**

Not Applicable.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

The City Council approved the Final Map and Subdivision Improvements Agreement for Campoli. – Tract No. 10215 on May 21, 2014 (Resolution No. 6876).

**FISCAL AND RESOURCE IMPACT:**

Staff time for this project was paid by the developer's land development fees.

**CEQA (California Environmental Quality Act):**

Project: Mitigated Negative Declaration was adopted on May 28, 2013.

**LINKS/ATTACHMENTS:**

1. Site Map Tract 10215
2. Resolution Acceptance
3. Resolution Exhibit A

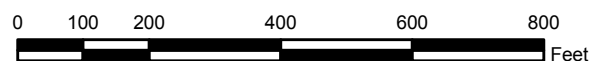




CITY OF MORGAN HILL  
**Engineering Division**  
**Community Development Agency**

G:\R-14\Proj\GIS\John\Charlie\_Campoli\Tract10215\_MapAcpt.mxd

**SITE MAP**  
**CAMPOLI**  
**TRACT 10215**



Attachment: Site Map Tract 10215 (1300 : ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR CAMPOLI - TRACT NO. 10215)



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF MORGAN HILL ACCEPTING THE  
SUBDIVISION PUBLIC IMPROVEMENTS FOR  
CAMPOLI – TRACT NO. 10215, AND DIRECTING  
THE CITY CLERK TO FILE A NOTICE OF  
COMPLETION WITH THE RECORDER OF SANTA  
CLARA COUNTY**

**WHEREAS**, the City of Morgan Hill and E&H 3<sup>rd</sup> FLP, owner of Campoli – Tract No. 10215, entered into a Subdivision Improvements Agreement on June 19, 2014, recorded at the office of the Santa Clara County Recorder as Document No. 22633787; and

**WHEREAS**, Karl Bjarke, Director of Public Works, has certified in writing to the City Council that all of said improvements have been installed according to the City specifications and plans for said subdivision.

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, AS FOLLOWS:

1. The City Council hereby finds and determines that all public improvements required to be constructed pursuant to the above-mentioned Subdivision Improvements Agreement have been completed in accordance with the plans and specifications for said improvements.
2. This resolution shall constitute an interim acceptance of all said public improvements and the date of its passage shall constitute the starting day for computing the one year maintenance provisions referred to in Section 7 of the Subdivision Improvements Agreement of June 19, 2014.
3. The City Clerk, following adoption of this resolution, will file with the Recorder of Santa Clara County, California a Notice of Completion of the subdivision public improvements, substantially in the form attached hereto as Exhibit A.
4. If requested by the developer or subdivider, the City Clerk hereby is authorized to record a certified copy of this resolution with the Recorder of Santa Clara County, California.

Approved and adopted the 19th day of July, 2017.

I, the undersigned, hereby certify that the foregoing resolution number \_\_\_\_\_ was duly adopted by the City Council following a roll call vote:

**AYES: COUNCIL MEMBERS:**

**NOES: COUNCIL MEMBERS:**

**ABSTAIN: COUNCIL MEMBERS:**

**ABSENT: COUNCIL MEMBERS:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Steve Tate, MAYOR

**∞ CERTIFICATION ∞**

**I, Irma Torrez, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, adopted by the City Council at the meeting held on July 19, 2017.

**WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
Irma Torrez, CITY CLERK (Signature)

## EXHIBIT A

Record at the Request of  
and When Recorded Mail to:

City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

Record at No Fee Pursuant to  
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that:

- 1) On **June 19, 2014**, the City of Morgan Hill, a Municipal Corporation, entered into a contract with **E&H 3<sup>rd</sup> FLP** for the **CAMPOLI – TRACT NO. 10215** subdivision project located on the southwesterly corner of Campoli Drive and Old Monterey Road, Morgan Hill, California.
- 2) The owner of the subdivision public improvements is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037
- 3) The contractor is **E&H 3<sup>rd</sup> FLP**, 21009 Seven Spring Parkway, Cupertino, CA 95014
- 4) The surety is **Philadelphia Indemnity Insurance Company**.
- 5) The project was completed on **June 16, 2017** and accepted by the City Council of the City of Morgan Hill on **July 19, 2017**.

CITY OF MORGAN HILL, a Municipal Corporation

By \_\_\_\_\_  
Karl Bjarke  
Public Works Director

I, the undersigned, declare that I am the Public Works Director for the City of Morgan Hill. I have read the forgoing Notice of Completion and know and understand the contents thereof and that the facts stated therein are true and correct. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_, at Morgan Hill, California.

\_\_\_\_\_  
Karl Bjarke  
Public Works Director



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Charlie Ha, Supervising Civil Engineer  
APPROVED BY: City Manager

## **ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR TILTON PARK- TRACT NO. 10228**

### **RECOMMENDATION(S)**

Adopt resolution:

1. Accepting the subdivision public improvements for Tilton Park – Tract No. 10228;
2. Authorizing the Public Works Director to sign a Notice of Completion; and
3. Directing the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Maintaining Fiscal Responsibility

### **REPORT NARRATIVE:**

Tilton Park – Tract No. 10228 is a 46-lot subdivision, which is located on the north side of Tilton Avenue just west of Monterey Road (see attached site map). The subdivision improvements have been completed in accordance with the requirements of the Subdivision Improvements Agreement between the City of Morgan Hill and KB Home South Bay Inc. dated July 29, 2014 and as specifically set forth in the plans and specifications approved by the City.

To date, the City has accepted a total of 127.06 miles of publicly maintained streets.

There are no new streets to be accepted as part of the development.

The value of the public improvements being accepted is \$281,856.

### **COMMUNITY ENGAGEMENT: Inform**

This report serves to inform the community of the improvements to be accepted.

### **ALTERNATIVE ACTIONS:**

Not Applicable.

### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

The City Council approved the Final Map and Subdivision Improvements Agreement for Tilton Park – Tract No. 10228 on July 16, 2014 (Resolution No. 6941).

**FISCAL AND RESOURCE IMPACT:**

Staff time for this project was paid by the developer's land development fees.

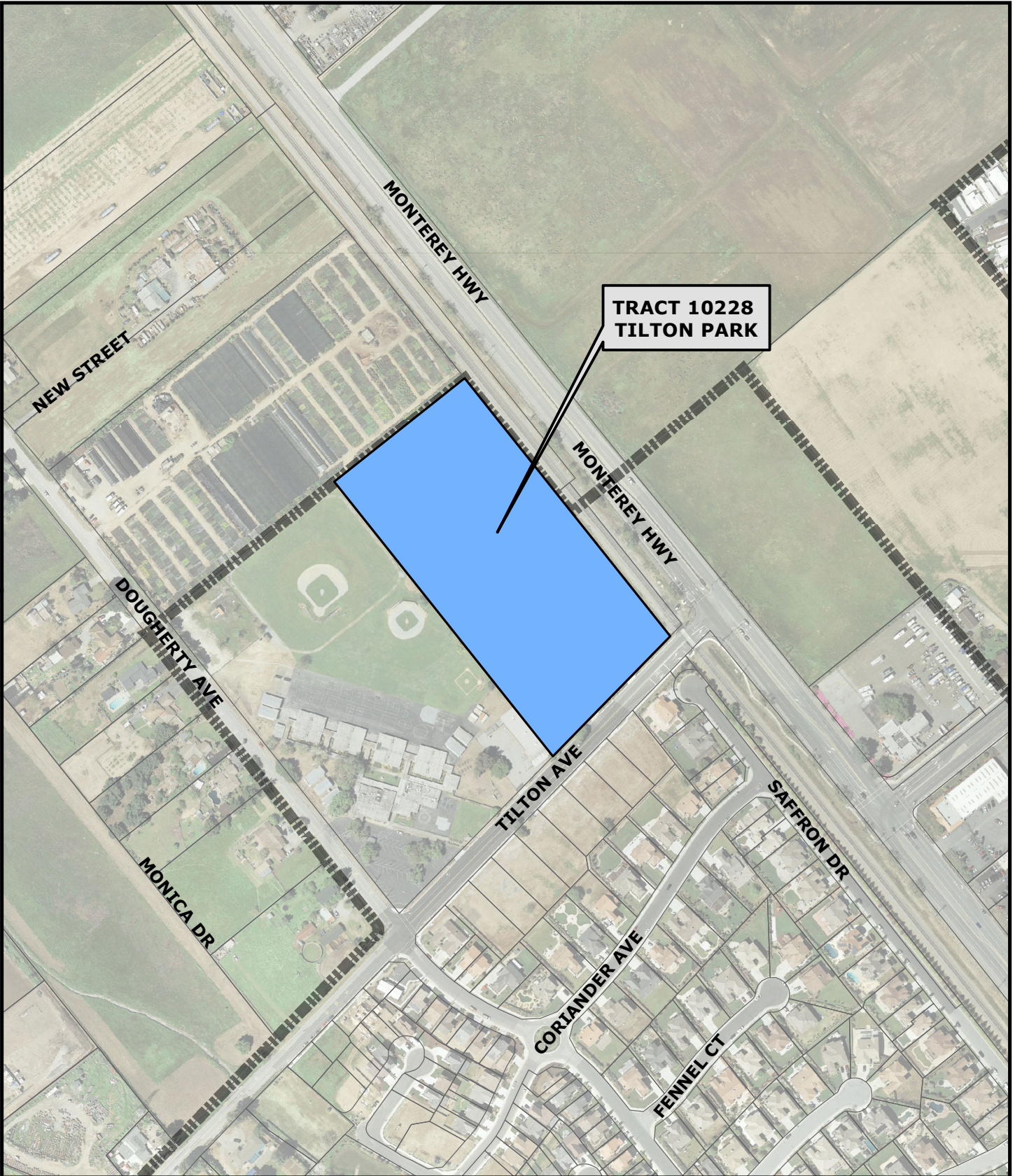
**CEQA (California Environmental Quality Act):**

Project: Mitigated Negative Declaration was adopted on December 10, 2013.

**LINKS/ATTACHMENTS:**

1. Site Map Tract 10228
2. Resolution Acceptance
3. Resolution Exhibit A

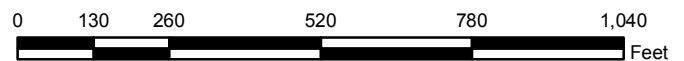




CITY OF MORGAN HILL  
Engineering Division  
Public Works Department

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# **SITE MAP TILTON PARK TRACT 10228**



Attachment: Site Map Tract 10228 (1301 : ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR TILTON PARK - TRACT NO. 10228)



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ACCEPTING THE SUBDIVISION PUBLIC IMPROVEMENTS FOR TILTON PARK – TRACT NO. 10228, AND DIRECTING THE CITY CLERK TO FILE A NOTICE OF COMPLETION WITH THE RECORDER OF SANTA CLARA COUNTY**

**WHEREAS**, the City of Morgan Hill and KB Home South Bay Inc. owner of Tilton Park – Tract No. 10228, entered into a Subdivision Improvements Agreement on July 29, 2014, recorded at the office of the Santa Clara County Recorder as Document No. 22728533; and

**WHEREAS**, Karl Bjarke, Director of Public Works, has certified in writing to the City Council that all of said improvements have been installed according to the City specifications and plans for said subdivision.

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA, AS FOLLOWS:

1. The City Council hereby finds and determines that all public improvements required to be constructed pursuant to the above-mentioned Subdivision Improvements Agreement have been completed in accordance with the plans and specifications for said improvements, and authorizes the Public Works Director to sign the Notice of Completion, substantially in the form attached hereto as Exhibit A.
2. This resolution shall constitute an interim acceptance of all said public improvements and the date of its passage shall constitute the starting day for computing the one year maintenance provisions referred to in Section 7 of the Subdivision Improvements Agreement of July 29, 2014.
3. The City Clerk, following adoption of this resolution, will file with the Recorder of Santa Clara County, California a Notice of Completion of the subdivision public improvements, substantially in the form attached hereto as Exhibit A.
4. If requested by the developer or subdivider, the City Clerk hereby is authorized to record a certified copy of this resolution with the Recorder of Santa Clara County, California.

Approved and adopted the 19th day of July, 2017.

I, the undersigned, hereby certify that the foregoing resolution number \_\_\_\_\_ was duly adopted by the City Council following a roll call vote:

**AYES:**            **COUNCIL MEMBERS:**

**NOES:**           **COUNCIL MEMBERS:**

**ABSTAIN:**      **COUNCIL MEMBERS:**



ABSENT: COUNCIL MEMBERS:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Steve Tate, MAYOR

∞ **CERTIFICATION** ∞

I, **Irma Torrez, City Clerk of the City of Morgan Hill, California**, do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, adopted by the City Council at the meeting held on July 19, 2017.

**WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.**

DATE: \_\_\_\_\_

\_\_\_\_\_  
Irma Torrez, CITY CLERK (Signature)

## EXHIBIT A

Record at the Request of  
and When Recorded Mail to:

City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

Record at No Fee Pursuant to  
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

### NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, pursuant to Civil Code Section 9204, that:

- 1) On **July 29, 2014**, the City of Morgan Hill, a Municipal Corporation, entered into a contract with **KB Home South Bay Inc.** for the **TILTON PARK – TRACT NO. 10228** subdivision project located on the north side of Tilton Avenue just west of Monterey Road, Morgan Hill, California.
- 2) The owner of the subdivision public improvements is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037
- 3) The contractor is **KB Home South Bay Inc.** 5000 Executive Parkway, Suite 125 San Ramon, CA 94583.
- 4) The surety is **Hartford Fire Insurance Company.**
- 5) The project was completed on **June 20, 2017** and accepted by the City Council of the City of Morgan Hill on **July 19, 2017.**

CITY OF MORGAN HILL, a Municipal Corporation

By \_\_\_\_\_  
Karl Bjarke  
Public Works Director

I, the undersigned, declare that I am the Public Works Director for the City of Morgan Hill. I have read the forgoing Notice of Completion and know and understand the contents thereof and that the facts stated therein are true and correct. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on \_\_\_\_\_, at Morgan Hill, California.

\_\_\_\_\_  
Karl Bjarke, Public Works Director



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Charlie Ha, Supervising Civil Engineer  
APPROVED BY: City Manager

## **APPROVAL OF PRICE DRIVE SUBDIVISION STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENTS**

### **RECOMMENDATION(S)**

Adopt resolution:

1. Approving four (4) Subdivision Stormwater Best Management Practices (BMP) Operation and Maintenance Agreements; and
2. Authorizing the City Manager to execute the Stormwater BMP Operation and Maintenance Agreements pending review and approval by the City Attorney.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Protecting the Environment

### **REPORT NARRATIVE:**

Price Drive development is a 4-lot subdivision located on the southwest corner of Price Drive and DeWitt Avenue (see attached Site Map). The development will install onsite private storm drain detention and retention facilities to improve the quality of storm water runoff within the development as required by the City's Storm Water Management Plan and the project's site review approval (SR2016-0024). The onsite private systems require regular maintenance and inspection by the owner, VD Morgan Hill 52, LLC (Van Daele Homes). To ensure proper maintenance and inspection, staff recommends that City Council authorize the City Manager to sign four separate Stormwater Best Management Practices (BMP) Operation and Maintenance Agreements for each of the Parcels 1 thru 4 of the Price Drive development.

### **COMMUNITY ENGAGEMENT: Inform**

This report serves to inform the community of the recommended approval of the agreements.

### **ALTERNATIVE ACTIONS:**

Not Applicable.

### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

On September 21, 2016, City Council approved the Development Agreement (DA2016-0007) for the Price Drive development.

**FISCAL AND RESOURCE IMPACT:**

Development review costs for this project are paid for from development processing fees.

**CEQA (California Environmental Quality Act):**

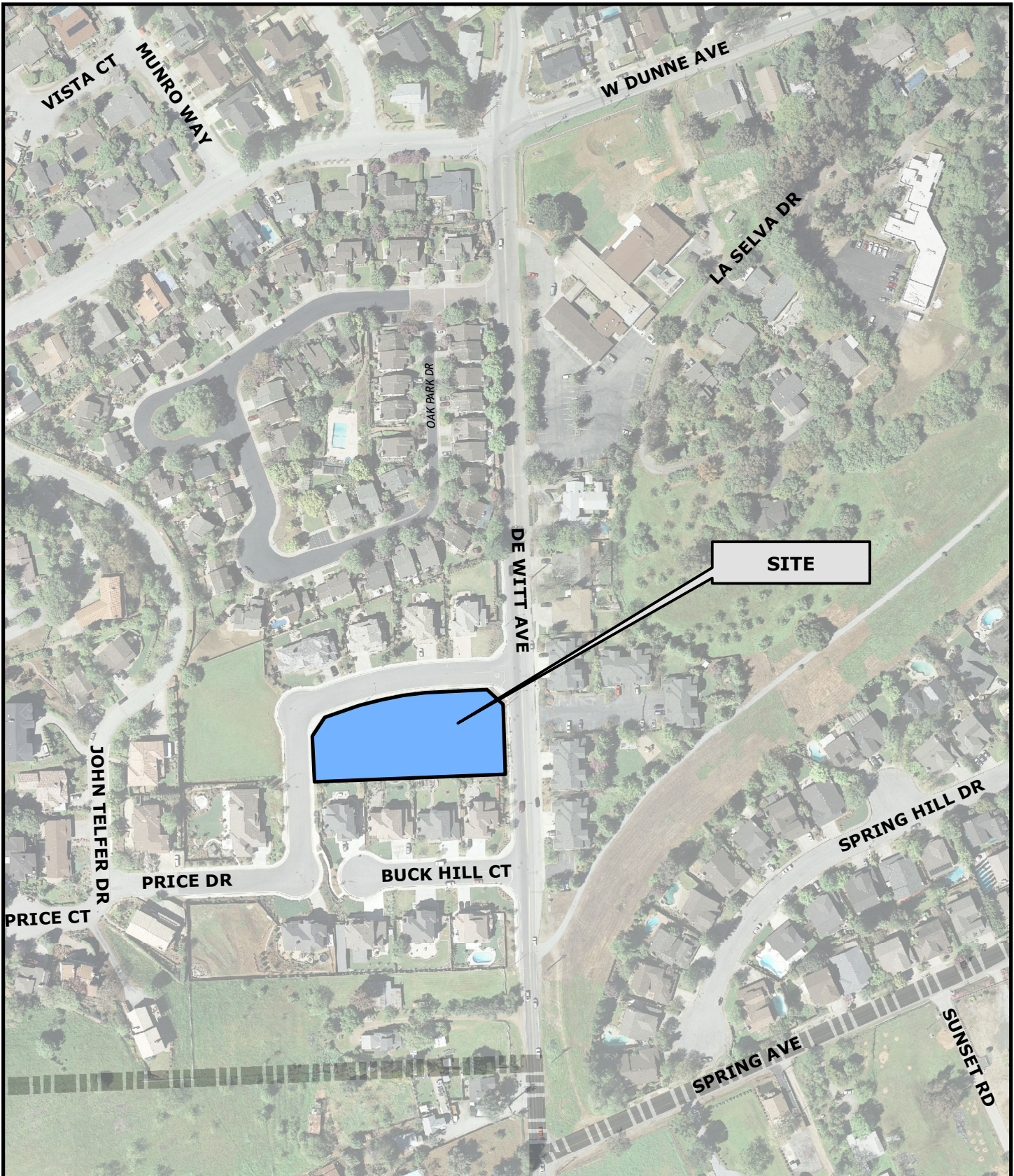
Categorical Exemption

Section 15332 of the State CEQA Guidelines – Infill Development Projects.

**LINKS/ATTACHMENTS:**

1. Site Map - Price Drive
2. Resolution
3. Resolution - Exhibit A





CITY OF MORGAN HILL

**Department of Public Works  
Engineering and Utilities Division**

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## SITE MAP PRICE DRIVE



0 75 150 300 450 600  
Feet

Attachment: Site Map - Price Drive (1302 : APPROVAL OF PRICE DRIVE SUBDIVISION STORMWATER BMP OPERATION AND MAINTENANCE



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL FOR THE APPROVAL OF FOUR (4) STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENTS FOR THE PRICE DRIVE SUBDIVISION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE STORMWATER BMP OPERATION AND MAINTENANCE AGREEMENTS PENDING REVIEW AND APPROVAL BY THE CITY ATTORNEY**

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to approve agreements; and

WHEREAS, the reasons supporting the approval of the Stormwater Best Management Practices (BMP) Operation and Maintenance Agreements that is the subject of this Resolution are set forth in detail in that certain City Council Staff Report entitled "APPROVAL OF PRICE DRIVE SUBDIVISION STORMWATER BMP OPERATION AND MAINTENANCE AGREEMENTS" submitted for City Council consideration at its meeting of July 19, 2017, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public hearing on the adoption of this Resolution at which hearing the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorizations. The City Council does further resolve, order and/or direct as follows:

- a. That the Stormwater Best Management Practices (BMP) Operation and Maintenance Agreements for Parcel 1, 2, 3, and 4 attached hereto as Exhibit A and incorporated herein by this reference (the "Agreements") are hereby approved.
- b. Authorize the City Manager to execute Stormwater BMP Operation and Maintenance Agreements pending the review and approval by the City Attorney.

Section 3. This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Morgan Hill at a regular meeting held on the 19<sup>th</sup> day of July, 2017.

AYES: COUNCIL MEMBERS:  
 NOES: COUNCIL MEMBERS:  
 ABSTAIN: COUNCIL MEMBERS:  
 ABSENT: COUNCIL MEMBERS:

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
 STEVE TATE, Mayor

\_\_\_\_\_  
 IRMA TORREZ, City Clerk

∞ **CERTIFICATION** ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, adopted by the City Council at a regular meeting held on July 19, 2017.

**WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
 IRMA TORREZ, City Clerk



**RECORDING REQUESTED BY:**

CITY OF MORGAN HILL

**WHEN RECORDED MAIL DOCUMENT TO:**

CITY CLERK  
CITY OF MORGAN HILL  
17575 PEAK AVENUE  
MORGAN HILL, CA 95037

RECORD AT NO FEE PER GOVERNMENT  
CODE SECTIONS 6103 & 27383

Parcel 1, 904 M 22-23

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STORMWATER BEST MANAGEMENT PRACTICES,  
OPERATION, AND MAINTENANCE AGREEMENT**

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **VD MORGAN HILL 52, LLC**, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

**RECITALS:**

This AGREEMENT is made and entered into with reference to the following facts:

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.71 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **STORMWATER RUNOFF MANAGEMENT PLAN** prepared by **MH ENGINEERING CO.** and dated **NOVEMBER 29, 2016**, which plans and any amendments thereto, are on file with CITY's Public Works Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the benefit received and to be received by COVENANTOR, its successors, and assigns, as a result of CITY's approval of the Stormwater Runoff Management Plan, COVENANTOR, hereby covenants and agrees with CITY as follows:

1. Covenants Running With the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.

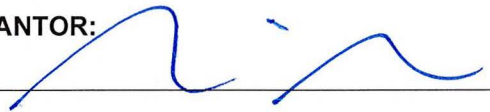


2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE.
3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by CITY: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
5. Failure to Perform Required Facility Repairs or Modifications: Should either COVENANTOR or its successors and assigns fail to implement the BMPs, maintain the facilities, or correct any defects in the FACILITIES in accordance with the approved design standards and/or the PLAN, and in accordance with the law and applicable regulations of the ORDINANCE, after thirty (30) days from the date of the written notice from CITY, CITY shall have the right to enter the PROPERTY to perform remedial work, for which CITY will collect reimbursement for such work from COVENANTOR. Additionally, conditions from failure to implement the BMPs or to maintain or correct the FACILITIES shall be deemed a nuisance subject to abatement of such conditions as provided in Chapter 1.18 of the Morgan Hill Municipal Code. In addition, CITY may pursue other such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in the ORDINANCE.
6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.
7. Obligations and Responsibilities of COVENANTOR: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.
8. Property Transfer: Nothing herein shall be construed to prohibit a transfer by COVENANTOR to subsequent owners and assigns.

9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
10. Further Documents: The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this AGREEMENT.
11. Entire Agreement: This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements, or undertakings, oral or written, that are not fully expressed herein.
12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.
13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
15. In the event that CITY shall determine, at its sole discretion, at any future time, that the FACILITIES are no longer required, then at the written request of COVENANTOR, its successors, and/or assigns, CITY shall execute a release of this AGREEMENT which COVENANTOR, its successors, and/or assigns, shall record in the Recorder's Office, at its expense.

Executed the day and year first above written.

**COVENANTOR:**

By: 

Name: BRIAN HARDY

Title: MANAGER, VD MORGAN HILL 52, LLC

**CITY OF MORGAN HILL:**

By: \_\_\_\_\_

Name: STEVE RYMER

Title: CITY MANAGER, CITY OF MORGAN HILL

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: DONALD A. LARKIN

Title: CITY ATTORNEY, CITY OF MORGAN HILL



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Contra Costa }

On June 13<sup>th</sup> 2017 before me, Sherrell Schwartz,  
(Here insert name and title of the officer)

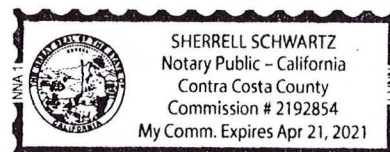
personally appeared Brian Harry,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sherrell Schwartz  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Wong-Parad 1

(Title or description of attached document)

Stormwater Ops/Maint. Agreement

(Title or description of attached document continued)

Number of Pages 4 Document Date 6/13/17

### CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

S. Project Mgr  
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

## EXHIBIT "A"

## PROPERTY DESCRIPTION

All that certain real property situated in the County of Santa Clara, State of California and being all of PARCEL 1 as shown upon the Parcel Map, filed in book 904 of Maps, Pages 22 through 23, on May 24<sup>TH</sup>, 2017, at the Office of the Recorder of Santa Clara County.;

See attached said Parcel Map, attached hereto and made a part of.

Attachment: Resolution - Exhibit A (1302 : APPROVAL OF PRICE DRIVE SUBDIVISION STORMWATER BMP OPERATION AND MAINTENANCE



**RECORDING REQUESTED BY:**

CITY OF MORGAN HILL

**WHEN RECORDED MAIL DOCUMENT TO:**

CITY CLERK  
CITY OF MORGAN HILL  
17575 PEAK AVENUE  
MORGAN HILL, CA 95037

RECORD AT NO FEE PER GOVERNMENT  
CODE SECTIONS 6103 & 27383

**Parcel 2, 904 M 22-23**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STORMWATER BEST MANAGEMENT PRACTICES,  
OPERATION, AND MAINTENANCE AGREEMENT**

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2017**, by **VD MORGAN HILL 52, LLC**, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

**RECITALS:**

This AGREEMENT is made and entered into with reference to the following facts:

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.71 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **STORMWATER RUNOFF MANAGEMENT PLAN** prepared by **MH ENGINEERING CO.** and dated **NOVEMBER 29, 2016**, which plans and any amendments thereto, are on file with CITY's Public Works Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the benefit received and to be received by COVENANTOR, its successors, and assigns, as a result of CITY's approval of the Stormwater Runoff Management Plan, COVENANTOR, hereby covenants and agrees with CITY as follows:

1. Covenants Running With the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.



2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE.
3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by CITY: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
5. Failure to Perform Required Facility Repairs or Modifications: Should either COVENANTOR or its successors and assigns fail to implement the BMPs, maintain the facilities, or correct any defects in the FACILITIES in accordance with the approved design standards and/or the PLAN, and in accordance with the law and applicable regulations of the ORDINANCE, after thirty (30) days from the date of the written notice from CITY, CITY shall have the right to enter the PROPERTY to perform remedial work, for which CITY will collect reimbursement for such work from COVENANTOR. Additionally, conditions from failure to implement the BMPs or to maintain or correct the FACILITIES shall be deemed a nuisance subject to abatement of such conditions as provided in Chapter 1.18 of the Morgan Hill Municipal Code. In addition, CITY may pursue other such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in the ORDINANCE.
6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.
7. Obligations and Responsibilities of COVENANTOR: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.
8. Property Transfer: Nothing herein shall be construed to prohibit a transfer by COVENANTOR to subsequent owners and assigns.

9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
10. Further Documents: The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this AGREEMENT.
11. Entire Agreement: This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements, or undertakings, oral or written, that are not fully expressed herein.
12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.
13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
15. In the event that CITY shall determine, at its sole discretion, at any future time, that the FACILITIES are no longer required, then at the written request of COVENANTOR, its successors, and/or assigns, CITY shall execute a release of this AGREEMENT which COVENANTOR, its successors, and/or assigns, shall record in the Recorder's Office, at its expense.

Executed the day and year first above written.

**COVENANTOR:**

By: 

Name: **BRIAN HARDY**

Title: **MANAGER, VD MORGAN HILL 52, LLC**

**CITY OF MORGAN HILL:**

By: \_\_\_\_\_

Name: **STEVE RYMER**

Title: **CITY MANAGER, CITY OF MORGAN HILL**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: **DONALD A. LARKIN**

Title: **CITY ATTORNEY, CITY OF MORGAN HILL**



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Contra Costa }

On June 13<sup>th</sup> 2017 before me, Sherrell Schwartz,  
(Here insert name and title of the officer)

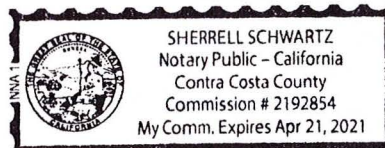
personally appeared Brian Hardy,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sherrell Schwartz  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Wong Parcel 2  
(Title or description of attached document)

Stormwater maint Agreement  
(Title or description of attached document continued)

Number of Pages 4 Document Date 6/13/17

### CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

Sr. Project Mngnr  
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

## EXHIBIT "A"

## PROPERTY DESCRIPTION

All that certain real property situated in the County of Santa Clara, State of California and being all of PARCEL 2 as shown upon the Parcel Map, filed in book 904 of Maps, Pages 22 through 23, on May 24<sup>TH</sup>, 2017, at the Office of the Recorder of Santa Clara County.;

See attached said Parcel Map, attached hereto and made a part of.

Attachment: Resolution - Exhibit A (1302 : APPROVAL OF PRICE DRIVE SUBDIVISION STORMWATER BMP OPERATION AND MAINTENANCE

**RECORDING REQUESTED BY:**

CITY OF MORGAN HILL

**WHEN RECORDED MAIL DOCUMENT TO:**

CITY CLERK  
CITY OF MORGAN HILL  
17575 PEAK AVENUE  
MORGAN HILL, CA 95037

RECORD AT NO FEE PER GOVERNMENT  
CODE SECTIONS 6103 & 27383

Parcel 3, 904 M 22-23

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STORMWATER BEST MANAGEMENT PRACTICES,  
OPERATION, AND MAINTENANCE AGREEMENT**

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **VD MORGAN HILL 52, LLC**, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

**RECITALS:**

This AGREEMENT is made and entered into with reference to the following facts:

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.71 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **STORMWATER RUNOFF MANAGEMENT PLAN** prepared by **MH ENGINEERING CO.** and dated **NOVEMBER 29, 2016**, which plans and any amendments thereto, are on file with CITY's Public Works Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the benefit received and to be received by COVENANTOR, its successors, and assigns, as a result of CITY's approval of the Stormwater Runoff Management Plan, COVENANTOR, hereby covenants and agrees with CITY as follows:

1. Covenants Running With the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.



2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE.
3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by CITY: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
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6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.
7. Obligations and Responsibilities of COVENANTOR: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.
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9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
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12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.
13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
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Executed the day and year first above written.

**COVENANTOR:**

By: 

Name: BRIAN HARDY

Title: MANAGER, VD MORGAN HILL 52, LLC

**CITY OF MORGAN HILL:**

By: \_\_\_\_\_

Name: STEVE RYMER

Title: CITY MANAGER, CITY OF MORGAN HILL

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: DONALD A. LARKIN

Title: CITY ATTORNEY, CITY OF MORGAN HILL



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Contra Costa }

On June 13<sup>th</sup>, 2017 before me, Sherrell Schwartz,  
(Here insert name and title of the officer)

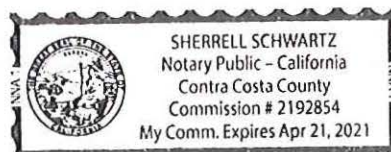
personally appeared Brian Harry,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sherrell Schwartz  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Wong Parcel 3

(Title or description of attached document)

Stormwater Op/maint. Agreement

(Title or description of attached document continued)

Number of Pages 4 Document Date 6/13/17

### CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

Sr. Project Mgr  
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**EXHIBIT "A"****PROPERTY DESCRIPTION**

All that certain real property situated in the County of Santa Clara, State of California and being all of PARCEL 3 as shown upon the Parcel Map, filed in book 904 of Maps, Pages 22 through 23, on May 24<sup>TH</sup>, 2017, at the Office of the Recorder of Santa Clara County.;

See attached said Parcel Map, attached hereto and made a part of.

Attachment: Resolution - Exhibit A (1302 : APPROVAL OF PRICE DRIVE SUBDIVISION STORMWATER BMP OPERATION AND MAINTENANCE



**RECORDING REQUESTED BY:**

CITY OF MORGAN HILL

**WHEN RECORDED MAIL DOCUMENT TO:**

CITY CLERK  
CITY OF MORGAN HILL  
17575 PEAK AVENUE  
MORGAN HILL, CA 95037

RECORD AT NO FEE PER GOVERNMENT  
CODE SECTIONS 6103 & 27383

**Parcel 4, 904 M 22-23**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**STORMWATER BEST MANAGEMENT PRACTICES,  
OPERATION, AND MAINTENANCE AGREEMENT**

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2017**, by **VD MORGAN HILL 52, LLC**, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

**RECITALS:**

This AGREEMENT is made and entered into with reference to the following facts:

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.71 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **STORMWATER RUNOFF MANAGEMENT PLAN** prepared by **MH ENGINEERING CO.** and dated **NOVEMBER 29, 2016**, which plans and any amendments thereto, are on file with CITY's Public Works Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

NOW, THEREFORE, in consideration of the benefit received and to be received by COVENANTOR, its successors, and assigns, as a result of CITY's approval of the Stormwater Runoff Management Plan, COVENANTOR, hereby covenants and agrees with CITY as follows:

1. Covenants Running With the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.



2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE.
3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by CITY: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
5. Failure to Perform Required Facility Repairs or Modifications: Should either COVENANTOR or its successors and assigns fail to implement the BMPs, maintain the facilities, or correct any defects in the FACILITIES in accordance with the approved design standards and/or the PLAN, and in accordance with the law and applicable regulations of the ORDINANCE, after thirty (30) days from the date of the written notice from CITY, CITY shall have the right to enter the PROPERTY to perform remedial work, for which CITY will collect reimbursement for such work from COVENANTOR. Additionally, conditions from failure to implement the BMPs or to maintain or correct the FACILITIES shall be deemed a nuisance subject to abatement of such conditions as provided in Chapter 1.18 of the Morgan Hill Municipal Code. In addition, CITY may pursue other such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in the ORDINANCE.
6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.
7. Obligations and Responsibilities of COVENANTOR: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.
8. Property Transfer: Nothing herein shall be construed to prohibit a transfer by COVENANTOR to subsequent owners and assigns.

9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
10. Further Documents: The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this AGREEMENT.
11. Entire Agreement: This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements, or undertakings, oral or written, that are not fully expressed herein.
12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.
13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
15. In the event that CITY shall determine, at its sole discretion, at any future time, that the FACILITIES are no longer required, then at the written request of COVENANTOR, its successors, and/or assigns, CITY shall execute a release of this AGREEMENT which COVENANTOR, its successors, and/or assigns, shall record in the Recorder's Office, at its expense.

Executed the day and year first above written.

**COVENANTOR:**

By: 

Name: **BRIAN HARDY**

Title: **MANAGER, VD MORGAN HILL 52, LLC**

**CITY OF MORGAN HILL:**

By: \_\_\_\_\_

Name: **STEVE RYMER**

Title: **CITY MANAGER, CITY OF MORGAN HILL**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: **DONALD A. LARKIN**

Title: **CITY ATTORNEY, CITY OF MORGAN HILL**



# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Contra Costa }

On June 13<sup>th</sup> 2017 before me, Sherrell Schwartz,  
(Here insert name and title of the officer)

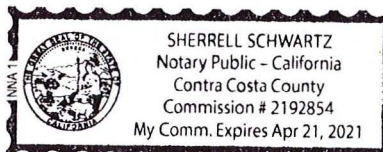
personally appeared Brian Harry,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (S) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sherrell Schwartz  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Wong Parcel 4

(Title or description of attached document)

Stormwater maint. agreement

(Title or description of attached document continued)

Number of Pages 4 Document Date 6/13/17

### CAPACITY CLAIMED BY THE SIGNER

☐ Individual (s)

☒ Corporate Officer

Sr Proj Mgr  
(Title)

☐ Partner(s)

☐ Attorney-in-Fact

☐ Trustee(s)

☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
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  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

## EXHIBIT "A"

## PROPERTY DESCRIPTION

All that certain real property situated in the County of Santa Clara, State of California and being all of PARCEL 4 as shown upon the Parcel Map, filed in book 904 of Maps, Pages 22 through 23, on May 24<sup>TH</sup>, 2017, at the Office of the Recorder of Santa Clara County.;

See attached said Parcel Map, attached hereto and made a part of.

Attachment: Resolution - Exhibit A (1302 : APPROVAL OF PRICE DRIVE SUBDIVISION STORMWATER BMP OPERATION AND MAINTENANCE



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Charlie Ha, Supervising Civil Engineer  
APPROVED BY: None

## **FINAL MAP APPROVAL FOR MADISON GATE PHASE 2 - TRACT NO. 10418**

### **RECOMMENDATION(S)**

Adopt resolution:

1. Approving the Final Map; and
2. Authorizing the recordation of the Final Map.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

**2017 Strategic Priorities**  
Infrastructure

### **REPORT NARRATIVE:**

Madison Gate Phase 2 – Tract No. 10418 is a 45-unit subdivision, the second and final phase of the Madison Gate project, and located at the northerly side of Laurel Avenue (see attached site map) west of the Honda car dealership. The developer, Tri Pointe Homes Inc., has completed all the conditions specified by the Planning Commission in the approval of the Tentative Map on June 28, 2016.

Under the Subdivision Map Act, the City Council is required to approve the Final Map “if it conforms to all the requirements of [the Map Act] and any local subdivision ordinance applicable at the time of approval or conditional approval of the Tentative Map and any rulings made thereunder. In this case, the developer has furnished the City with the necessary documents to complete the processing of the Final Map and has made provisions with a Title Company for the recordation of the Final Map. The Final Map conforms to the requirements of the Subdivision Map Act, and conditions of approval have been met.

On January 18, 2017, City Council approved the Final Map and Subdivision Improvement Agreement for the first phase of Madison Gate – Tract No. 10385 in which the surety bonds and insurance covered all public improvements necessary for both phases of the Madison Gate project. Therefore, no additional subdivision improvement agreement will be needed with the processing of this Final Map.

### **COMMUNITY ENGAGEMENT: Involve**

On June 28, 2016, the Planning Commission approved the Tentative Map. Residents within a 300 foot radius were informed of Planning Commission’s intent to approve the Tentative Map for the project, in which a public hearing was held to give residents an



opportunity to voice their concerns or comments on the Tentative Map requirements.

**ALTERNATIVE ACTIONS:**

There is no feasible alternative action as the developer has met the requirements of the Tentative Map conditions approved by the Planning Commission to file for a Final Map approval.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

January 18, 2017, City Council approved the Final Map and Subdivision Improvement Agreement for the first phase of Madison Gate – Tract No. 10385.

**FISCAL AND RESOURCE IMPACT:**

Development review costs for this project are paid for from development processing fees.

**CEQA (California Environmental Quality Act):**

Project - The project site was initially reviewed in 2014 as part of the Fall 2014 General Plan Amendments. At that time, the Morgan Hill City Council adopted a Mitigated Negative Declaration for which an Initial Study was prepared in accordance with California Environmental Quality Act. An addendum to the previously adopted Mitigated Negative Declaration to provide project-level CEQA analysis for the development of the site and to account for project-specific details was adopted on February 23, 2016.

**LINKS/ATTACHMENTS:**

1. Site Map - Madison Gate 2
2. Resolution - Final Map Approval Tract 10418
3. Resolution - Exhibit A





Attachment: Site Map - Madison Gate 2 (1296 : FINAL MAP APPROVAL FOR MADISON GATE PHASE 2 - TRACT NO. 10418)



CITY OF MORGAN HILL

**Department of Public Works  
Engineering and Utilities Division**

G:\R-14\Proj\GIS\John\Charlie\_MadisonGate.mxd

## SITE MAP MADISON GATE 2



0 75 150 300 450 600  
Feet



## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF MORGAN HILL APPROVING THE FINAL MAP OF  
MADISON GATE PHASE 2 – TRACT NO. 10418, AND  
AUTHORIZING THE RECORDATION OF THE FINAL  
MAP**

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California (“City”), is authorized to approve Final Maps; and

WHEREAS, the reasons supporting the approval of the final map that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled “FINAL MAP APPROVAL OF MADISON GATE PHASE 2– TRACT NO. 10418” submitted for City Council consideration at its meeting of July 19, 2017, submitted to the City Council by the City Manager (the “Staff Report”), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public hearing on the adoption of this Resolution at which hearing the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1.     Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2.     Approval and Authorizations. The City Council does further resolve, order and/or direct as follows:

- a. That the Final Map of Madison Gate Phase 2 – Tract No. 10418 attached hereto as Exhibit A and incorporated herein by this reference (the “Map”) is hereby approved.
- b. Authorize the recordation of the Map.

Section 3.     This Resolution shall take effect immediately upon adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Morgan Hill at a regular meeting held on the 19<sup>th</sup> day of July, 2017.

**AYES:**           **COUNCIL MEMBERS:**  
**NOES:**          **COUNCIL MEMBERS:**  
**ABSTAIN:**   **COUNCIL MEMBERS:**  
**ABSENT:**     **COUNCIL MEMBERS:**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**STEVE TATE, Mayor**

\_\_\_\_\_  
**IRMA TORREZ, City Clerk**

∞ **CERTIFICATION** ∞

**I, Irma Torrez, City Clerk of the City of Morgan Hill, California**, do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, adopted by the City Council at a regular meeting held on July 19, 2017.

**WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**IRMA TORREZ, City Clerk**



### OWNERS' STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY SHOWN ON THE SUBDIVISION WITHIN THE DISTINCTIVE SYMBOL LINE OF THIS MAP ENTITLED "TRACT 10418, MADISON GATE 2", CONSISTING OF TWO (2) SHEETS, THIS STATEMENT BEING ON SHEET ONE (1) THEREOF; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD, AND DO CONSENT TO THE MAKING AND FILING OF SAID MAP; AND THAT SAID MAP DOES PARTICULARLY SET FORTH AND DESCRIBE ALL PARCELS OF LAND RESERVED FOR PUBLIC PURPOSES BY THEIR BOUNDARY, COURSES, AND EXTENT.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: EASEMENTS TO THE CITY OF MORGAN HILL, FOR ANY AND ALL PUBLIC SERVICES FACILITIES INCLUDING, BUT NOT LIMITED TO SIDEWALKS, POLES, WIRES AND CONDUITS FOR ELECTRICAL, TELEPHONE, TELEVISION, GAS, STORM, SANITARY AND WATER SERVICES, AND ALL APPURTENANCES THERETO UNDER, UPON, OR OVER THE LAND DESIGNATED AS "PUBLIC SERVICE EASEMENT" (PSE) ON THIS MAP.

ALL OF THE HEREIN DESCRIBED STREETS AND EASEMENTS SHALL BE KEPT FREE OF BUILDINGS, EXCEPT LAWFUL UNSUPPORTED ROOF OVERHANGS, AND OBSTRUCTIONS THAT DO NOT IMPAIR THE USE OF, OR ARE CONSISTENT WITH THE PURPOSES OF THE STREETS, PARCELS, AND EASEMENTS.

THE HEREIN DESCRIBED OFFERS OF DEDICATION TO THE CITY OF MORGAN HILL ARE TO BE ACCEPTED ONLY WHEN THE CITY COUNCIL OF THE CITY OF MORGAN HILL OR ITS SUCCESSOR AGENCY ADOPTS AND RECORDS IN THE OFFICE OF THE RECORDER OF SANTA CLARA COUNTY A RESOLUTION ACCEPTING SAID STREETS AND EASEMENTS. UNTIL SAID RESOLUTION(S) ARE RECORDED, ALL STREETS AND EASEMENTS ENCOMPASSED WITHIN SUCH OFFERS OF DEDICATION SHALL BE MAINTAINED BY THE DEVELOPER DURING ANY REQUIRED WARRANTY PERIOD AND THEREAFTER BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION. THE CITY OF MORGAN HILL SHALL NOT BE RESPONSIBLE FOR MAINTENANCE AND SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFERED STREETS AND EASEMENTS OR ANY IMPROVEMENT THEREON. ALL DEDICATED RIGHTS-OF-WAY AND EASEMENTS NOT ACCEPTED FOR MAINTENANCE BY THE CITY OR OTHER PUBLIC AGENCY SHALL BE MAINTAINED BY THE OWNER(S) OF THE LOTS OR PARCELS IN THE SUBDIVISION.

OWNER: TRI POINTE HOMES, INC., A DELAWARE CORPORATION

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

### OWNER ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ } ss.

ON \_\_\_\_\_, 2017, BEFORE ME, \_\_\_\_\_, A NOTARY PUBLIC

PERSONALLY APPEARED  
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(ES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

NOTARY'S SIGNATURE: \_\_\_\_\_

NAME OF NOTARY (PLEASE PRINT): \_\_\_\_\_

PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION, AT THE REQUEST OF TRI POINTE HOMES, INC. IT IS BASED UPON A FIELD SURVEY PERFORMED BY ME OR UNDER MY DIRECTION COMPLETED IN AUGUST 2016, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AND IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE JUNE 2019, AND THAT SAID MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRYAN PIERCE, PLS 8859

DATE \_\_\_\_\_

EXPIRES: 12-31-2017

### CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN FINAL MAP OF "TRACT 10418, MADISON GATE 2", AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_

JOHN K. KING  
ACTING CITY SURVEYOR  
PLS NO. 6809



### NOTES

- 1.) THE DISTINCTIVE SYMBOL LINE INDICATES THE BOUNDARIES OF THE LAND SUBDIVIDED BY THIS FINAL MAP.
- 2.) THE AREA WITHIN THE DISTINCTIVE SYMBOL LINE IS 1.22 ACRES, MORE OR LESS.
- 3.) ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 4.) A GEOTECHNICAL REPORT WAS PREPARED BY STEVENS, FERRONE & BAILEY ENGINEERING COMPANY, INC. AND IS ON FILE WITH THE CITY OF MORGAN HILL.
- 5.) THE PROPERTY OWNER IS PROVIDING CONSTRUCTIVE NOTICE HEREON THAT EACH LOT IS SUBJECT TO REQUIREMENTS OF A DEVELOPMENT AGREEMENT, AND THAT COMMITMENTS UNDER THE AGREEMENT, WHICH THE CITY HAS PERMITTED THE PROPERTY OWNER TO DELAY, MUST BE FULFILLED BY THE SUBSEQUENT PROPERTY OWNERS/OWNER.

### CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE HEREIN FINAL MAP OF "TRACT 10418, MADISON GATE 2" THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: \_\_\_\_\_



KARL D. BJARKE  
CITY ENGINEER  
CITY OF MORGAN HILL, CALIFORNIA  
RCE NO. 39418

### STATEMENT OF THE PLANNING COMMISSION

I HEREBY STATE THAT THE TENTATIVE MAP OF "TRACT 10418, MADISON GATE 2", WAS CONDITIONALLY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL ON JUNE 28, 2016, BY RESOLUTION NUMBER 18-41, APPLICATION NUMBER SD2015-03: LAUREL DEROSE.

DATE: \_\_\_\_\_

JENNIFER CARMAN  
SECRETARY  
CITY OF MORGAN HILL, CALIFORNIA

### STATEMENT OF THE CITY CLERK

I HEREBY STATE THAT THIS MAP, DESIGNATED AS "TRACT 10418, MADISON GATE 2", CONSISTING OF TWO (2) SHEETS, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL AT A MEETING OF SAID COUNCIL HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

AND THAT SAID COUNCIL DID ACCEPT, SUBJECT TO IMPROVEMENT, IN ACCORDANCE WITH CITY STANDARDS, ON BEHALF OF THE PUBLIC, THE DEDICATION OF THE "PUBLIC SERVICE EASEMENT" (PSE): FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AS SHOWN ON THIS MAP.

DATE: \_\_\_\_\_

IRMA TORREZ - CITY CLERK  
OF THE CITY OF MORGAN HILL, CALIFORNIA

### RECORDER'S STATEMENT

FILE NO. \_\_\_\_\_ FEE \$ \_\_\_\_\_ PAID. ACCEPTED FOR RECORD  
AND FILED IN BOOK \_\_\_\_\_ OF MAPS AT PAGES \_\_\_\_\_, SANTA CLARA  
COUNTY RECORDS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ M.,  
AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

REGINA ALCOMENDRAS, RECORDER  
SANTA CLARA COUNTY, CALIFORNIA

BY \_\_\_\_\_ DEPUTY

**TRACT 10418,  
MADISON GATE 2**  
CITY OF MORGAN HILL  
SANTA CLARA COUNTY, CALIFORNIA

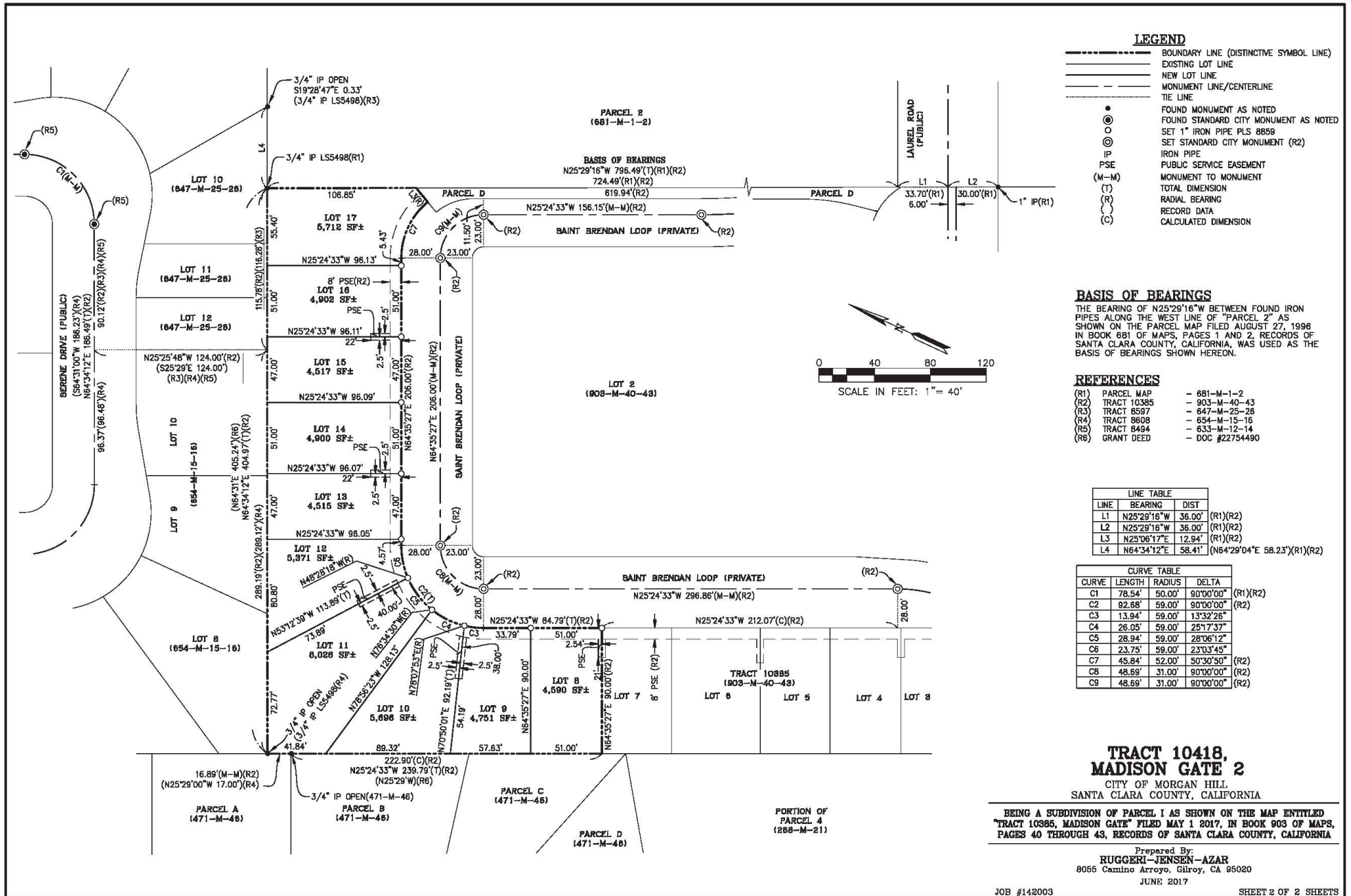
BEING A SUBDIVISION OF PARCEL 1 AS SHOWN ON THE MAP ENTITLED  
"TRACT 10385, MADISON GATE" FILED MAY 1 2017, IN BOOK 903 OF MAPS,  
PAGES 40 THROUGH 43, RECORDS OF SANTA CLARA COUNTY, CALIFORNIA

Prepared By:  
RUGGERI-JENSEN-AZAR  
8055 Camino Arroyo, Gilroy, CA 95020  
JUNE 2017

JOB #142003

SHEET 1 OF 2 SHEETS

EXHIBIT A





## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Dat Nguyen, Finance Director  
APPROVED BY: City Manager

## **MAY 2017 FINANCIAL AND INVESTMENT REPORT**

### **RECOMMENDATION(S)**

Accept and file report.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Maintaining Fiscal Responsibility  
Preserving and Cultivating Public Trust

### **REPORT NARRATIVE:**

As part of the City Council's expectation to maintain a high level of transparency and to be responsible stewards of public funds, attached are the Financial and Investment Reports for the month ended May 31, 2017. The Year-to Date Revenue and Expense Summary is included on the first page. Overall, General Fund revenues totaled \$32.2 million or 88% of the budget. Expenditures totaled \$34.5 million, and including encumbrances amounted to \$35.6 million or 91% of the budget. The encumbrances represent commitments or contractual obligations that the City entered with vendors or suppliers such as Cal-West Lighting and Signal Maintenance for the maintenance of the City's streetlights and traffic signals, and the partnership agreement with the YMCA of Silicon Valley for the management and operation of the Community Recreation Center. The services from these vendors are expected to be utilized by the City and paid throughout the fiscal year.

### **COMMUNITY ENGAGEMENT: Inform**

Finance staff prepares these monthly reports in an effort to keep City officials, the Council, the community, and various lenders and stakeholders informed on the financial health of the organization, which assists each one of the interested parties in making sound financial and investment decisions.

### **ALTERNATIVE ACTIONS:**

No alternative action is recommended, as this is a monthly financial report on City transactions which have already occurred.

### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

The City Council receives and files the financial and investment report for each month. At the September 16, 2015 meeting, City Council recommended monthly financial and investment reports be agendaized under the Consent Agenda, and quarterly financial

and investment reports be presented to City Council as an “Other Business” item.

**FISCAL AND RESOURCE IMPACT:**

The preparation of the report is a part of the Finance workplan.

**CEQA (California Environmental Quality Act):**

Not a Project.

This report is not a project, as defined in Section 15378 of the State CEQA Guidelines. Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

**LINKS/ATTACHMENTS:**

1. May 2017 Financial Statement Analysis
2. May 2017 Financial and Investment Report





**CITY OF MORGAN HILL, CALIFORNIA**  
**FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2016-17**  
**FOR THE MONTH ENDED MAY 2017 – 92% OF YEAR COMPLETE**

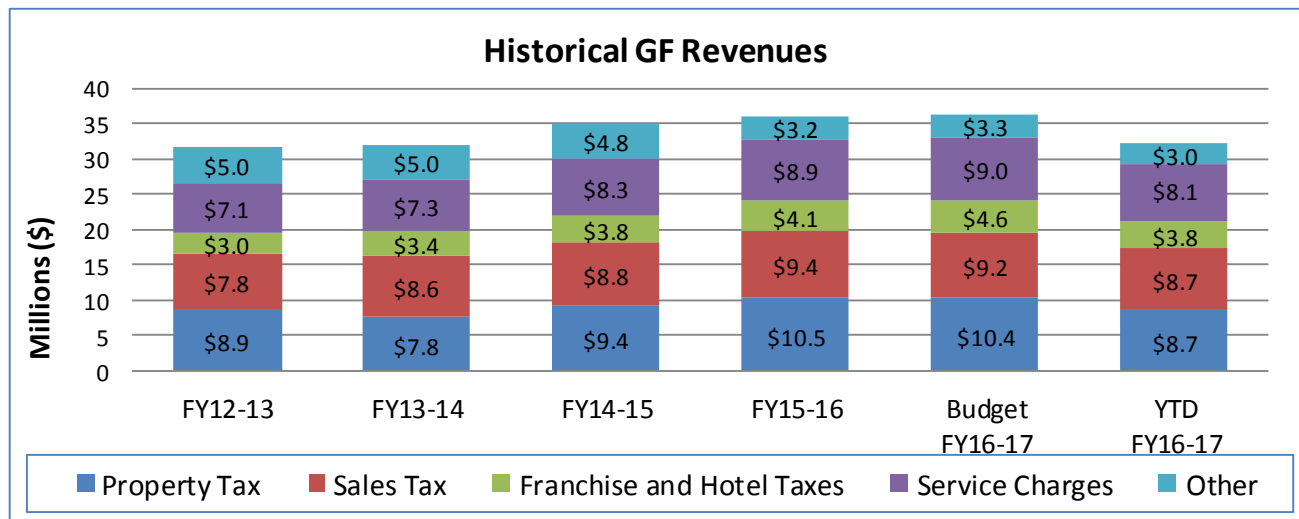
- **General Fund** – Overall, revenues received through May totaled \$32.2 million, or 88% of the budgeted revenues. The amount received is 10% or \$3.0 million higher than a year ago at this time primarily led by sales tax and property tax. The increase in sales tax collection is primarily due to the end of the “triple-flip.”

As for property tax, the first four advances for the 4/10/17 secured and unsecured property tax installment have been received and are 7% or approximately \$420,000 higher than a year ago at this time. Property tax revenue, excluding property transfer tax, is forecasted to end the year at \$10.7 million, which is approximately \$700,000 more than the adopted budget. Property tax is the largest source of Morgan Hill's General Fund revenue. However, it accounts for only 27.4% of the approximately \$36.4 million General Fund revenue. Although property tax tends to be a more predictable revenue source, other major revenue categories such as sales tax and transient occupancy tax, which account for a large portion of the City's General Fund revenue, are more volatile and tend to fluctuate more with swings in the economy.

The small category of business licenses received through May amounted to \$190,177. Business license renewal payments are usually received in July. Franchise tax revenue totaled \$1.6 million or 8% higher than a year ago at this time. This revenue category is expected to end the year at the budgeted amount of \$1.9 million.

For the TOT (hotel tax), money received through May was for the period July through April occupancy, which continued at a high level - 18% above the amount received a year ago at this time, partially due to the addition of a new hotel. TOT is projected to end the year at the budgeted amount of \$2.7 million.

The chart below shows historical General Fund revenues by major revenue category from FY12-13 through FY15-16 Actual, FY16-17 Budget, and YTD as of May 31, 2017.

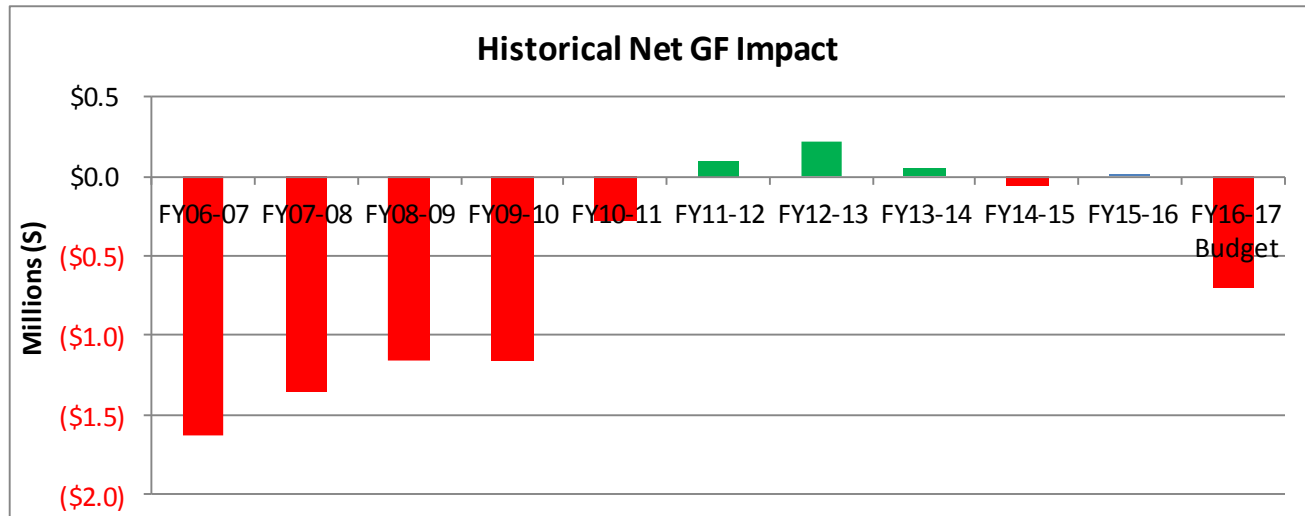


General Fund expenditures and encumbrances as of May 31, 2017 totaled \$35.6 million, of which approximately \$1.0 million is attributable to outstanding encumbrances.



**CITY OF MORGAN HILL, CALIFORNIA**  
**FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2016-17**  
**FOR THE MONTH ENDED MAY 2017 – 92% OF YEAR COMPLETE**

- **Community Services** - The Community Services Department's recreation operations, as reflected in the schedule presented on page 4 of the Monthly Financial and Investments Reports, shows a negative impact to the General Fund of approximately \$755,000 through May. Without the carry-over encumbrances, operations through May resulted in a smaller net negative impact to the general fund of approximately \$242,000. Any net impact from the recreation operations increases (decreases) reserves in the General Fund. The chart below shows the historical net impact of Recreation Operations to the general fund.



Due to longstanding governmental accounting and budgeting convention, the City's recreation operations are not charged for indirect costs (known in Morgan Hill as "General Fund Administration") from the central services departments of City Attorney, City Manager, and Administrative Services. The City's other governmental funds, such as Community Development, and the proprietary funds, such as Water and Wastewater, and the Information Services Fund, are assessed such charges through the City's indirect cost allocation plan, prepared in compliance with the Federal government's OMB Circular No. A-87, which mandates certain calculation and cost allocation practices that must be followed in order to qualify for Federal grant funding, but which also represent best practice for non-grant funded City operations like utilities and information services.

- **Community Development Fund** – Revenues through May totaled \$4.3 million, or approximately 98% of the budget. Expenditures and encumbrances totaled \$4.6 million, or approximately 84% of the budgeted appropriation. Without the outstanding encumbrances, however, expenditures through May amounted to \$4.2 million. The fund is projected to end the year better than the budgeted operating deficit of approximately \$1.0 million.
- **Debt Service Funds** – Expenditures through May totaled \$680,000. The debt service for the first half of the year includes both interest and principal, while the second half of the year will include interest only. Debt service payments were all scheduled when the bonds were issued, and are budgeted for in the months delineated in the underlying bond documents. The General Fund's portion of the annual debt service payments is approximately \$200,000, less than one percent of the General Fund's budgeted revenues.



**CITY OF MORGAN HILL, CALIFORNIA**  
**FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2016-17**  
**FOR THE MONTH ENDED MAY 2017 – 92% OF YEAR COMPLETE**

- **Sewer Operations** – Revenues from Sewer Operations through May totaled \$9.0 million. Expenditures and outstanding encumbrances totaled \$8.9 million or 84% of the budget. The table below shows historical Sewer Operations revenues and expenditures from FY12-13 through FY15-16 Actual, FY16-17 Budget, and YTD as of May 31, 2017.

| (amount in millions)                     | FY12-13 | FY13-14 | FY14-15 | FY15-16 | Budget<br>FY16-17 | YTD<br>FY16-17 |
|------------------------------------------|---------|---------|---------|---------|-------------------|----------------|
| Revenues                                 | 9.7     | 9.4     | 10.3    | 10.2    | 10.4              | 9.0            |
| Expenditures                             | 9.0     | 8.6     | 8.8     | 12.0    | 10.6              | 8.9            |
| Operating Margin                         | 0.7     | 0.8     | 1.5     | (1.8)   | (0.2)             | 0.1            |
| Operating Margin<br>without Encumbrances | 0.7     | 0.8     | 1.5     | (1.8)   | (0.2)             | 0.2            |

- **Water Operations** – Water Operations includes Utility Billing, Water Conservation, and Water Operations. Revenues from Water Operations through May totaled \$9.6 million, approximately \$2.2 million more than a year ago at this time primarily due to the rate adjustment and slightly higher water consumption compared to prior year. Revenues for the current fiscal year are budgeted at approximately 16% more than the prior fiscal year primarily due to the Water Revenue Adjustment approved by Council in January 2016. Water Operations expenditures, including outstanding encumbrances, through May 31, 2017 totaled \$9.1 million. Without the encumbrances, however, the expenditures amounted to \$8.7 million. The table below shows Water Operations revenues and expenditures from FY12-13 through FY15-16 Actual, FY16-17 Budget, and YTD as of May 31, 2017.

| (amount in millions)                     | FY12-13 | FY13-14 | FY14-15 | FY15-16 | Budget<br>FY16-17 | YTD<br>FY16-17 |
|------------------------------------------|---------|---------|---------|---------|-------------------|----------------|
| Revenues                                 | 10.2    | 12.2    | 8.8     | 8.5     | 10.0              | 9.6            |
| Expenditures                             | 9.1     | 12.1    | 9.3     | 9.7     | 11.2              | 9.1            |
| Operating Margin                         | 1.1     | 0.1     | (0.5)   | (1.2)   | (1.2)             | 0.5            |
| Operating Margin<br>without Encumbrances | 1.1     | 0.1     | (0.5)   | (1.2)   | (0.8)             | 0.9            |

- **Investments** – One security was called during the month of May 2017. Total interest earnings received on investments were \$173,000 during the month.

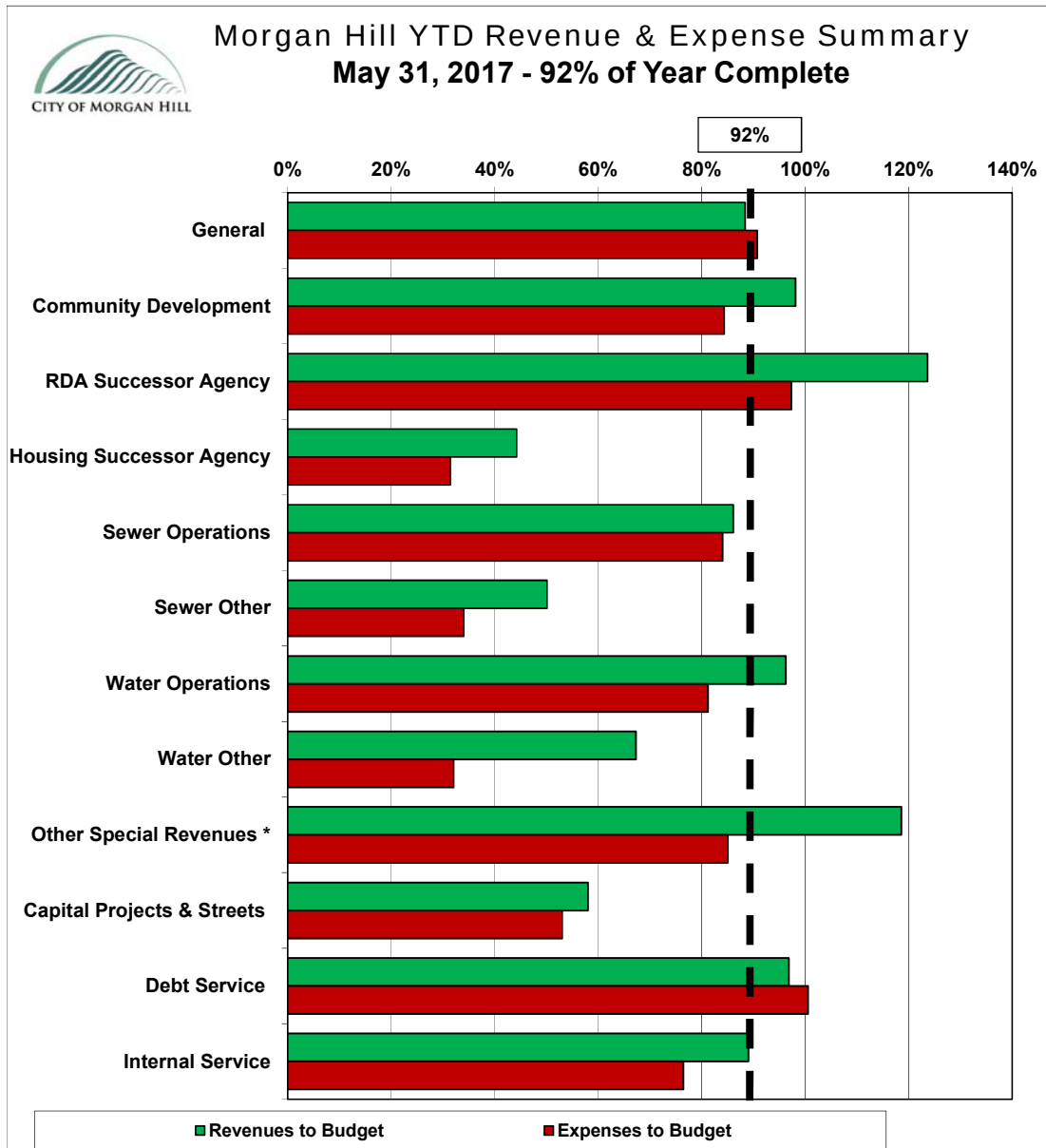
**CITY OF MORGAN HILL**  
**Monthly Financial and Investment Reports**  
**May 31, 2017 - 92% of Year Complete**



**CITY OF MORGAN HILL**

**Prepared by:**  
**FINANCE DEPARTMENT**





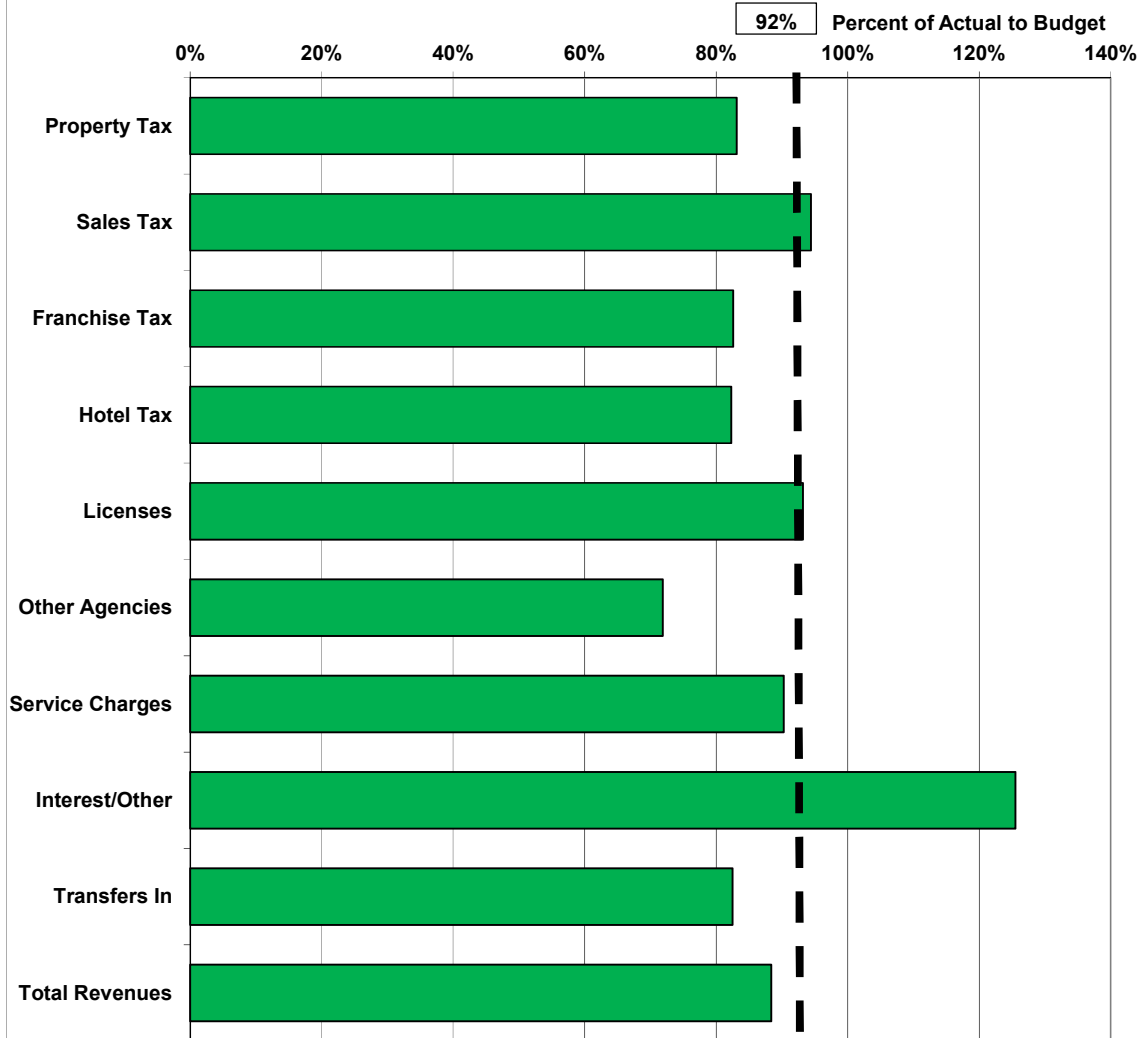
| FUND NAME                  | REVENUES             |             | EXPENSES                 |             |
|----------------------------|----------------------|-------------|--------------------------|-------------|
|                            | ACTUAL               | % OF BUDGET | ACTUAL PLUS ENCUMBRANCES | % OF BUDGET |
| General                    | \$ 32,185,429        | 88%         | \$ 35,552,843            | 91%         |
| Community Development      | 4,297,403            | 98%         | 4,559,118                | 84%         |
| RDA Successor Agency       | 9,081,928            | 124%        | 8,642,355                | 97%         |
| Housing Successor Agency   | 553,626              | 44%         | 878,571                  | 31%         |
| Sewer Operations           | 8,958,339            | 86%         | 8,946,380                | 84%         |
| Sewer Other                | 4,215,549            | 50%         | 6,364,517                | 34%         |
| Water Operations           | 9,621,958            | 96%         | 9,130,985                | 81%         |
| Water Other                | 1,859,466            | 67%         | 5,547,925                | 32%         |
| Other Special Revenues *   | 4,144,353            | 119%        | 4,823,803                | 85%         |
| Capital Projects & Streets | 10,519,632           | 58%         | 13,502,271               | 53%         |
| Debt Service               | 657,947              | 97%         | 680,054                  | 101%        |
| Internal Service           | 9,490,527            | 89%         | 9,537,255                | 76%         |
| <b>TOTAL FOR ALL FUNDS</b> | <b>\$ 95,586,158</b> | <b>84%</b>  | <b>\$ 108,166,077</b>    | <b>71%</b>  |

\* Includes all Special Revenue Funds except Community Development, Street Funds, and RDA and Housing Successor Agencies.

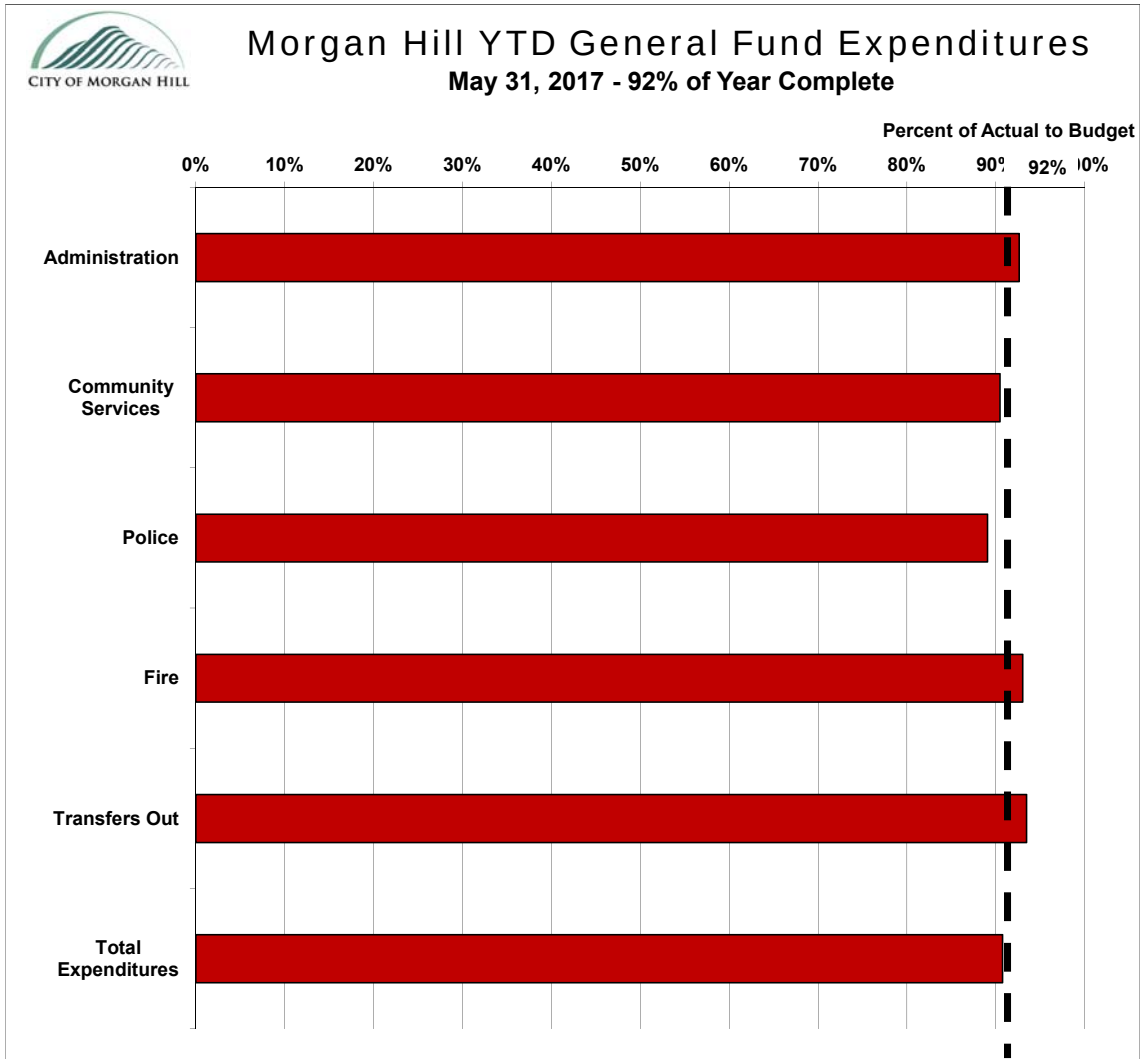


## Morgan Hill YTD General Fund Revenues

### May 31, 2017 - 92% of Year Complete



| REVENUE CATEGORY      | BUDGET              | ACTUAL              | % OF BUDGET | PRIOR YEAR TO DATE   | % CHANGE FROM PRIOR YEAR |
|-----------------------|---------------------|---------------------|-------------|----------------------|--------------------------|
| Property Tax          | \$10,430,000        | \$ 8,664,335        | 83%         | \$ 8,097,177         | 7%                       |
| Sales Tax             | 9,170,767           | 8,659,953           | 94%         | 7,249,313            | 19%                      |
| Franchise Tax         | 1,927,359           | 1,591,183           | 83%         | 1,478,343            | 8%                       |
| Hotel Tax             | 2,684,700           | 2,210,503           | 82%         | 1,866,150            | 18%                      |
| Licenses              | 206,474             | 192,502             | 93%         | 198,181              | -3%                      |
| Other Agencies        | 641,506             | 461,268             | 72%         | 368,251              | 25%                      |
| Service Charges       | 8,953,220           | 8,089,159           | 90%         | 7,974,324            | 1%                       |
| Interest/Other        | 775,597             | 973,748             | 126%        | 764,281              | 27%                      |
| Transfers In          | 1,627,581           | 1,342,778           | 83%         | 1,158,110            | 16%                      |
| <b>TOTAL REVENUES</b> | <b>\$36,417,204</b> | <b>\$32,185,429</b> | <b>88%</b>  | <b>\$ 29,154,130</b> | <b>10%</b>               |



| EXPENDITURE CATEGORY      | BUDGET               | ACTUAL PLUS ENCUMBRANCES | % OF BUDGET | PRIOR YEAR TO DATE   | % CHANGE FROM PRIOR YEAR |
|---------------------------|----------------------|--------------------------|-------------|----------------------|--------------------------|
| Administration            | \$ 5,968,432         | \$ 5,527,277             | 93%         | \$ 4,032,995         | 37%                      |
| Community Services        | 10,372,425           | 9,382,883                | 90%         | 8,548,779            | 10%                      |
| Police                    | 15,339,657           | 13,662,956               | 89%         | 13,084,958           | 4%                       |
| Fire                      | 5,428,841            | 5,050,687                | 93%         | 4,976,723            | 1%                       |
| Transfers Out             | 2,064,119            | 1,929,040                | 93%         | 1,439,117            | 34%                      |
| <b>TOTAL EXPENDITURES</b> | <b>\$ 39,173,474</b> | <b>\$ 35,552,843</b>     | <b>91%</b>  | <b>\$ 32,082,572</b> | <b>11%</b>               |



**City of Morgan Hill  
Recreation Report - Fiscal Year 2016-17  
For the Month and Eleven Months Ended May 31, 2017  
92% of Year Complete**

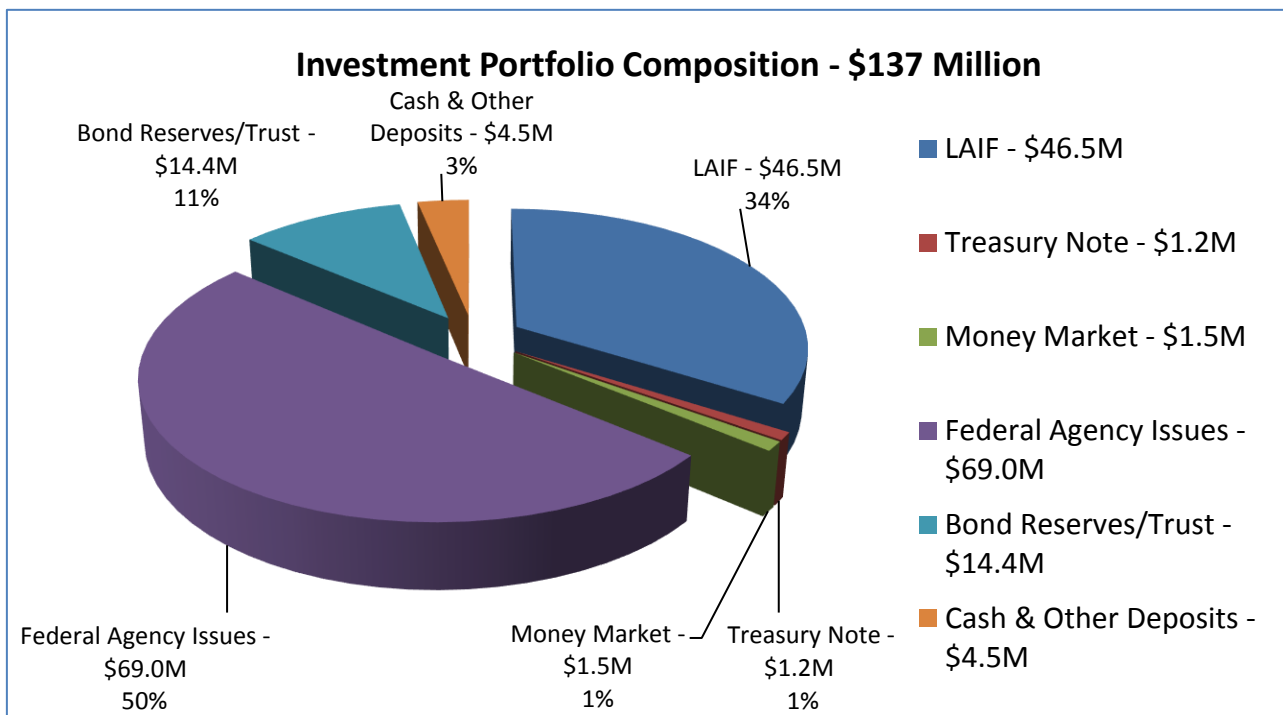
|                                        | <u>Budget</u>       | <u>May 2017</u>   | <u>YTD</u>          | <u>% of Budget</u> |
|----------------------------------------|---------------------|-------------------|---------------------|--------------------|
| Revenues                               |                     |                   |                     |                    |
| Membership Services & Rec Programs     | \$ 5,702,573        | \$ 495,302        | \$ 5,118,310        |                    |
| Facility Rentals                       | 874,020             | 78,777            | 846,895             |                    |
| Community Services                     | 152,915             | 2,059             | 118,803             |                    |
| Transfers in                           | 75,000              | 6,250             | 68,750              |                    |
| Total Revenues                         | \$ 6,804,508        | \$ 582,389        | \$ 6,152,757        | 90%                |
| Less: Expenditures                     |                     |                   |                     |                    |
| Membership & Program Services          | \$ 5,529,949        | \$ 315,547        | \$ 4,650,974        |                    |
| Facility Rentals                       | 1,250,322           | 103,277           | 1,150,050           |                    |
| Community Services                     | 719,212             | 45,650            | 593,965             |                    |
| Total Expenditures                     | \$ 7,499,484        | \$ 464,473        | \$ 6,394,989        | 85%                |
| <b>Net Impact without encumbrances</b> | <b>\$ (694,976)</b> | <b>\$ 117,916</b> | <b>\$ (242,231)</b> |                    |
| Encumbrances                           | -                   | -                 | 513,080             |                    |
| <b>Net Impact with encumbrances</b>    | <b>\$ (694,976)</b> | <b>\$ 117,916</b> | <b>\$ (755,312)</b> |                    |



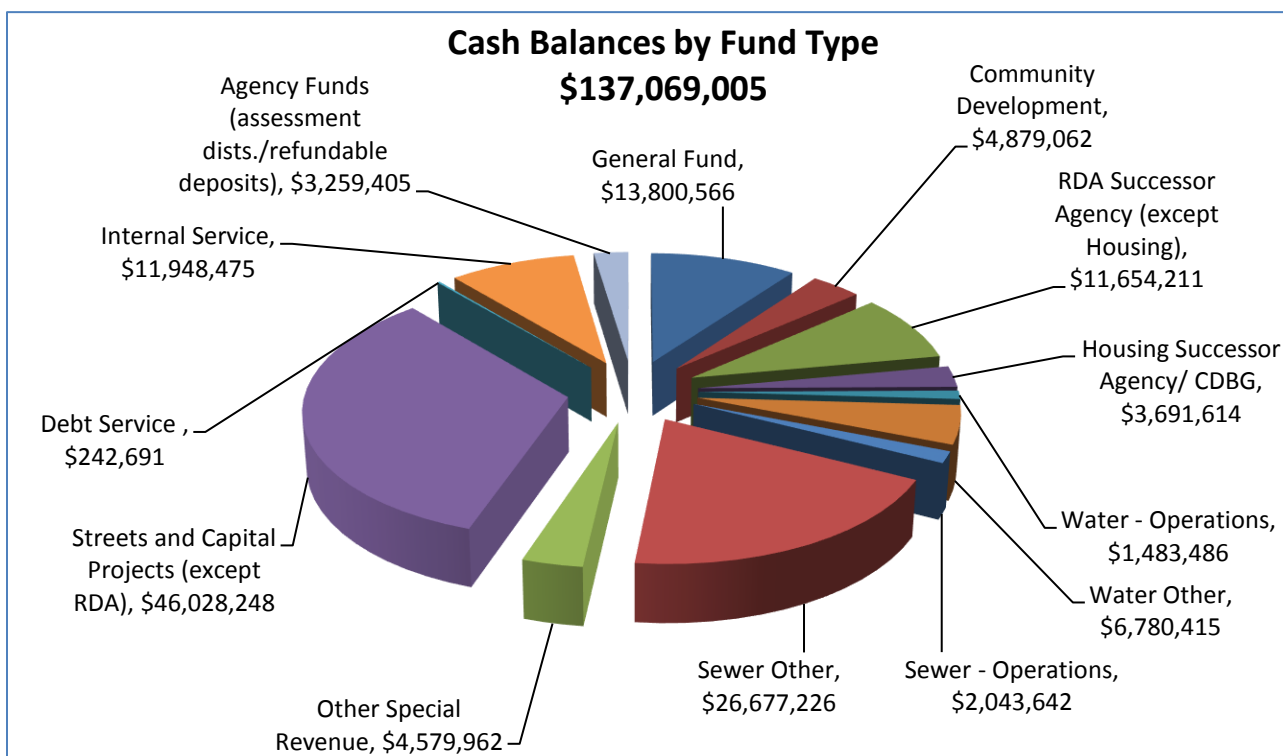
## City of Morgan Hill

### Monthly Investment Report - May 31, 2017

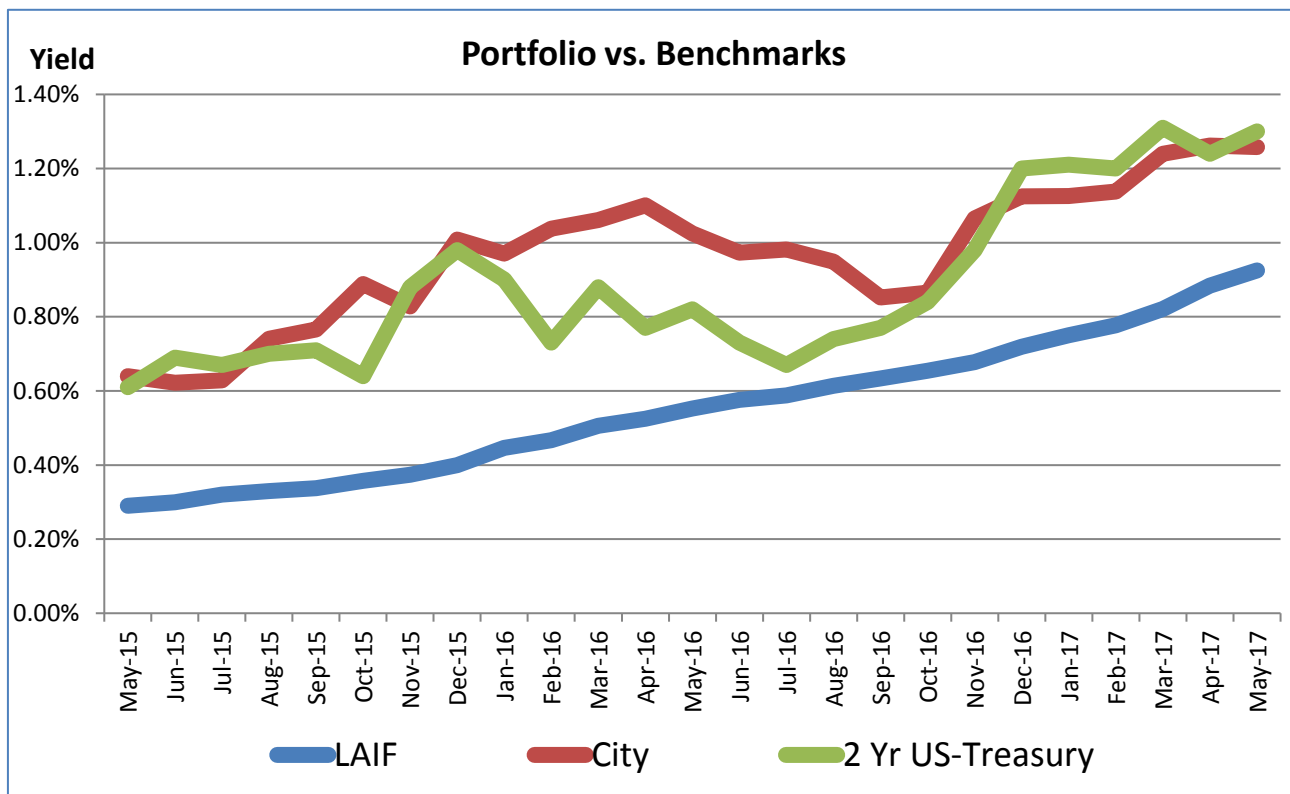
The following are the snapshots of City's investment portfolio as of May 31, 2017. The first chart shows the portfolio composition by investment type:



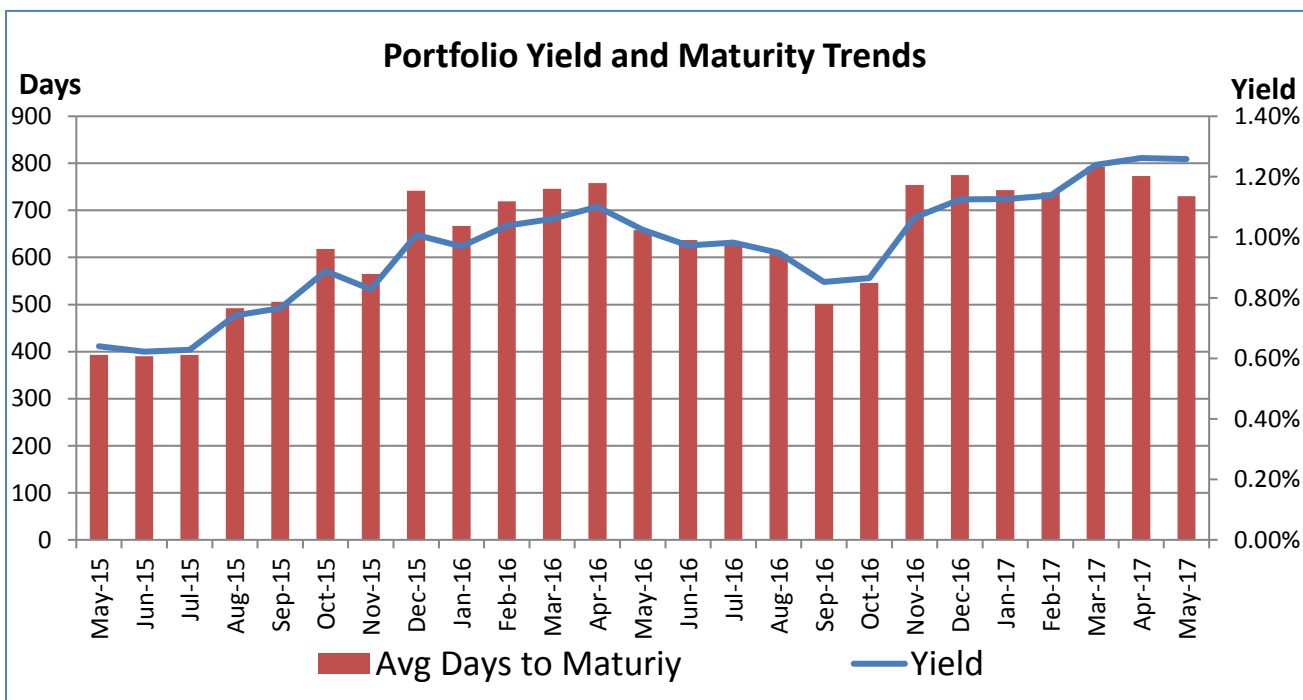
The chart below shows cash balances by fund type reconciled to City's financial system:



The following chart illustrates a yield comparison by month among the City's portfolio, LAIF and 2-Year US Treasury:



The chart below illustrates monthly average days to maturity of the City's portfolio along with the weighted average yield for the past two years:





**City of Morgan Hill**  
**Investment Portfolio Detail**  
**As of May 31, 2017**

| Investment Type                                 | Settlement Date | Book Value     | % of Portfolio | Market Value   | YTM at Cost | Next Call Date | Date of Maturity |
|-------------------------------------------------|-----------------|----------------|----------------|----------------|-------------|----------------|------------------|
| <b>L A I F</b>                                  |                 | \$ 46,480,790  | 33.91%         | \$ 46,442,487  | 0.93%       |                |                  |
| <b>City Managed</b>                             |                 |                |                |                |             |                |                  |
| Fed Home Loan Bank                              | 12/3/2012       | \$ 2,000,404   | 1.46%          | \$ 1,999,800   | 0.93%       | 9/20/2017      | 9/20/2017        |
| Fed Home Loan Mortgage                          | 1/31/2013       | 499,207        | 0.36%          | 498,770        | 1.01%       | 1/12/2018      | 1/12/2018        |
| Fed Home Loan Mortgage                          | 8/12/2013       | 997,398        | 0.73%          | 998,340        | 1.36%       | 12/12/2017     | 12/12/2017       |
| Treasury Note                                   | 12/15/2014      | 752,661        | 0.55%          | 752,400        | 1.01%       | 10/31/2017     | 10/31/2017       |
| Federal Farm Credit Bank                        | 5/28/2015       | 1,000,836      | 0.73%          | 999,610        | 0.99%       | 2/20/2018      | 2/20/2018        |
| Treasury Note                                   | 6/12/2015       | 498,746        | 0.36%          | 498,185        | 1.06%       | 3/31/2018      | 3/31/2018        |
| Fed Natn'l Mortgage Assn                        | 6/12/2015       | 500,124        | 0.36%          | 499,005        | 1.10%       | 2/28/2018      | 2/28/2018        |
| Fed Home Loan Mortgage                          | 7/2/2015        | 999,311        | 0.73%          | 997,720        | 0.97%       | 3/7/2018       | 3/7/2018         |
| Fed Home Loan Mortgage                          | 8/31/2015       | 999,917        | 0.73%          | 999,420        | 0.79%       | 8/25/2017      | 8/25/2017        |
| Fed Home Loan Bank                              | 9/30/2015       | 1,000,463      | 0.73%          | 997,930        | 0.95%       | 4/24/2018      | 4/24/2018        |
| Fed Home Loan Bank                              | 9/30/2015       | 511,388        | 0.37%          | 510,949        | 0.80%       | 10/12/2017     | 10/12/2017       |
| Fed Home Loan Bank                              | 10/19/2015      | 4,000,000      | 2.92%          | 3,988,840      | 1.70%       | 10/19/2017     | 10/19/2020       |
| Fed Home Loan Bank                              | 6/30/2016       | 4,000,000      | 2.92%          | 3,930,880      | 1.50%       | 6/30/2017      | 6/30/2021        |
| Fed Natn'l Mortgage Assn                        | 8/25/2016       | 4,000,000      | 2.92%          | 3,908,600      | 1.40%       | 8/25/2017      | 8/25/2021        |
| Fed Home Loan Mortgage                          | 9/29/2016       | 2,000,000      | 1.46%          | 1,989,700      | 1.65%       | 6/29/2017      | 9/29/2021        |
| Fed Natn'l Mortgage Assn                        | 9/29/2016       | 4,000,000      | 2.92%          | 3,929,080      | 1.60%       | 6/29/2017      | 9/29/2021        |
| Fed Home Loan Mortgage                          | 10/27/2016      | 4,000,000      | 2.92%          | 3,910,720      | 1.60%       | 7/27/2017      | 10/27/2021       |
| Fed Natn'l Mortgage Assn                        | 10/28/2016      | 4,000,000      | 2.92%          | 3,909,040      | 1.55%       | 7/28/2017      | 10/28/2021       |
| Fed Home Loan Mortgage                          | 10/28/2016      | 2,000,000      | 1.46%          | 1,958,160      | 1.65%       | 7/28/2017      | 10/28/2021       |
| Fed Home Loan Bank                              | 11/15/2016      | 4,000,000      | 2.92%          | 3,942,480      | 1.55%       | 11/15/2021     | 11/15/2021       |
| Fed Home Loan Bank                              | 11/23/2016      | 3,000,000      | 2.19%          | 2,963,040      | 1.65%       | 6/23/2017      | 11/23/2021       |
| Fed Home Loan Bank                              | 11/23/2016      | 4,000,000      | 2.92%          | 3,929,880      | 1.63%       | 6/23/2017      | 11/23/2021       |
| Fed Home Loan Mortgage                          | 11/30/2016      | 4,000,000      | 2.92%          | 3,984,400      | 1.88%       | 6/26/2017      | 11/26/2021       |
| Fed Home Loan Mortgage                          | 3/29/2017       | 5,000,000      | 3.65%          | 5,002,900      | 2.38%       | 9/29/2017      | 3/29/2022        |
| <b>Sub Total/Average</b>                        |                 | \$ 57,760,456  | 42.14%         | \$ 57,099,849  | 1.57%       |                |                  |
| <b>Money Market</b>                             |                 | \$ 1,416,039   | 1.03%          | \$ 1,416,039   | 0.01%       |                |                  |
| <b>Total City Managed/Average</b>               |                 | \$ 105,657,284 | 77.08%         | \$ 104,958,373 | 1.03%       |                |                  |
| <b>City Managed - HighMark</b>                  |                 |                |                |                |             |                |                  |
| Fed Natn'l Mortgage Assn                        | 8/18/2016       | \$ 749,248     | 0.55%          | \$ 745,958     | 1.06%       | 1/25/2019      | 1/25/2019        |
| Fed Natn'l Mortgage Assn                        | 8/18/2016       | 749,550        | 0.55%          | 744,413        | 1.18%       | 1/26/2019      | 7/26/2019        |
| Fed Natn'l Mortgage Assn                        | 8/23/2016       | 749,944        | 0.55%          | 745,823        | 1.25%       | 8/23/2017      | 8/23/2019        |
| Fed Home Loan Mortgage                          | 8/31/2016       | 750,000        | 0.55%          | 746,738        | 1.25%       | 8/15/2019      | 8/15/2019        |
| Fed Home Loan Mortgage                          | 9/13/2016       | 750,000        | 0.55%          | 747,900        | 1.10%       | 6/13/2017      | 9/3/2018         |
| Fed Home Loan Bank                              | 9/15/2016       | 750,000        | 0.55%          | 747,045        | 1.00%       | 6/15/2017      | 6/15/2018        |
| Fed Home Loan Bank                              | 9/21/2016       | 749,804        | 0.55%          | 748,628        | 1.12%       | 6/21/2017      | 9/21/2018        |
| Fed Home Loan Mortgage                          | 10/7/2016       | 749,737        | 0.55%          | 745,545        | 1.29%       | 6/12/2017      | 9/12/2019        |
| Fed Natn'l Mortgage Assn                        | 10/11/2016      | 749,773        | 0.55%          | 744,720        | 1.22%       | 8/23/2017      | 5/23/2019        |
| Fed Home Loan Mortgage                          | 10/24/2016      | 739,006        | 0.54%          | 735,138        | 1.03%       | 7/30/2018      | 1/30/2019        |
| Fed Natn'l Mortgage Assn                        | 10/24/2016      | 749,940        | 0.55%          | 745,508        | 1.25%       | 6/30/2017      | 9/30/2019        |
| Federal Farm Credit Bank                        | 11/1/2016       | 749,522        | 0.55%          | 746,168        | 1.02%       | 11/1/2017      | 11/1/2018        |
| Fed Home Loan Mortgage                          | 12/13/2016      | 1,007,890      | 0.74%          | 1,008,610      | 1.35%       | 5/30/2019      | 5/30/2019        |
| Fed Home Loan Bank                              | 12/13/2016      | 999,672        | 0.73%          | 999,230        | 1.27%       | 1/16/2019      | 1/16/2019        |
| Fed Home Loan Mortgage                          | 12/29/2016      | 746,652        | 0.54%          | 747,330        | 1.37%       | 4/15/2019      | 4/15/2019        |
| Fed Natn'l Mortgage Assn                        | 12/29/2016      | 745,365        | 0.54%          | 745,535        | 1.39%       | 6/20/2019      | 6/20/2019        |
| Money Market                                    |                 | 76,011         | 0.06%          | 76,011         | 0.01%       |                |                  |
| <b>Sub Total/Average</b>                        |                 | \$ 12,562,115  | 9.16%          | \$ 12,520,297  | 1.19%       |                |                  |
| <b>Bond Reserve Accounts - Held By Trustees</b> |                 | \$ 13,194,572  | 9.63%          | \$ 13,127,315  |             |                |                  |
| <b>Cash/Deposits</b>                            |                 | \$ 4,467,630   | 3.26%          | \$ 4,467,630   |             |                |                  |
| <b>PARS Trust</b>                               |                 | \$ 1,187,404   | 0.87%          | \$ 1,291,556 * |             |                |                  |
| <b>GRAND TOTAL/AVERAGE</b>                      |                 | \$ 137,069,005 | 100.00%        | \$ 136,365,173 |             |                |                  |

\*Value as of 4/30/17

Attachment: May 2017 Financial and Investment Report (1324 : May 2017 Financial and Investment Report)



**CITY OF MORGAN HILL CASH AND INVESTMENT REPORT**  
**FOR THE MONTH OF MAY 31, 2017**  
**FOR THE FISCAL YEAR OF 2016-17**

|                                                        | Invested<br>in Fund | Yield | Book Value<br>End of Month | % of<br>Total  | Market<br>Value       |
|--------------------------------------------------------|---------------------|-------|----------------------------|----------------|-----------------------|
| <b>Investments</b>                                     |                     |       |                            |                |                       |
| State Treasurer LAIF - City                            | All Funds Pooled    | 0.93% | \$ 37,246,865              | 27.17%         | \$ 37,216,171         |
| 2014 Water Rev Bonds - Water Impact                    | Water Fund          | 0.93% | 650,913                    | 0.47%          | 650,376               |
| 2014 Water Rev Bonds - Water CIP                       | Water Fund          | 0.93% | 1,626,804                  | 1.19%          | 1,625,463             |
| 2015 Wastewater Rev Bonds - CIP                        | Wastewater Fund     | 0.93% | 6,956,208                  | 5.07%          | 6,950,476             |
| Federal Issues                                         | All Funds Pooled    | 1.30% | 68,995,152                 | 50.34%         | 68,293,550            |
| US Treasury Notes                                      | All Funds Pooled    | 1.06% | 1,251,408                  | 0.91%          | 1,250,585             |
| Dreyfus Treas Cash Management Acct                     | All Funds Pooled    | 0.01% | 1,492,049                  | 1.09%          | 1,492,049             |
|                                                        | <b>SUBTOTAL</b>     |       | <b>\$ 118,219,399</b>      | <b>86.25%</b>  | <b>\$ 117,478,671</b> |
| <b>Bond Reserve Accounts - held by trustees</b>        |                     |       |                            |                |                       |
| BNY - 2002 SCRWA Bonds                                 | Sewer               |       |                            |                |                       |
| BNY - 2015 Wastewater Bonds                            |                     |       |                            |                |                       |
| Cash Balance                                           | Wastewater Fund     | 0.00% | 9,214                      | 0.01%          | 9,214                 |
| Zions Bank - Civic Center/Library Facility             |                     |       |                            |                |                       |
| Cash                                                   | Debt Service        | 0.00% | 17                         | 0.00%          | 17                    |
| Zions Bank - MH Police Facility Lease Revenue Bonds    |                     |       |                            |                |                       |
| Cash                                                   | Debt Service        | 0.00% | 22                         | 0.00%          | 22                    |
| BNY - RDA Bonds                                        |                     |       |                            |                |                       |
| Dreyfus Cash Mgmt 521                                  | Successor Fund      | 0.00% | 161,735                    | 0.12%          | 161,735               |
| US Treasury Notes                                      | Successor Fund      | 1.52% | 11,910,268                 | 8.69%          | 11,843,012            |
| Zions Bank - MH Ranch 2015                             |                     |       |                            |                |                       |
| Blackrock Liq Funds Fed Fund -DI -2015                 | Agency Fund         | 0.00% | 563,271                    | 0.41%          | 563,271               |
| Zions Bank - Madrone Bus Park Taxable/ Tax Exempt 2015 |                     |       |                            |                |                       |
| Blackrock Liquidity Temp Fund-2015                     | Agency Fund         | 0.00% | 550,045                    | 0.40%          | 550,045               |
|                                                        | <b>SUBTOTAL</b>     |       | <b>13,194,572</b>          | <b>9.63%</b>   | <b>13,127,315</b>     |
| <b>Other Cash/Deposits</b>                             |                     |       |                            |                |                       |
| General Checking                                       | All Funds           |       | 4,431,130                  | 3.23%          | 4,431,130             |
| Workers' Comp Administrators                           | Workers' Comp       |       | 30,000                     | 0.02%          | 30,000                |
| Petty Cash & Emergency Cash                            | General Fund        |       | 6,500                      | 0.00%          | 6,500                 |
| PARS - OPEB Trust                                      |                     |       | 687,404                    | 0.50%          | 760,668 *             |
| PARS - PENSION Trust                                   |                     |       | 500,000                    | 0.36%          | 530,888 *             |
|                                                        | <b>SUBTOTAL</b>     |       | <b>5,655,034</b>           | <b>4.13%</b>   | <b>5,759,186</b>      |
| <b>Total Cash and Investments</b>                      |                     |       | <b>\$ 137,069,005</b>      | <b>100.00%</b> | <b>\$ 136,365,173</b> |

**CASH ACTIVITY SUMMARY**  
**FY 2016-17**

| Fund Type                                            | 07/01/16<br>Balance   | Change in<br>Cash Balance | 5/31/2017<br>Balance  |
|------------------------------------------------------|-----------------------|---------------------------|-----------------------|
| General Fund                                         | \$ 13,201,659         | \$ 598,907                | \$ 13,800,566         |
| Community Development                                | 4,543,800             | 335,462                   | 4,879,062             |
| RDA Successor Agency (except Housing)                | 12,256,697            | (602,486)                 | 11,654,211            |
| Housing Successor Agency/ CDBG                       | 3,985,770             | (294,156)                 | 3,691,614             |
| Water - Operations                                   | 1,060,105             | 423,381                   | 1,483,486             |
| Water Other                                          | 10,255,589            | (3,475,174)               | 6,780,415             |
| Sewer - Operations                                   | 1,945,525             | 98,118                    | 2,043,642             |
| Sewer Other                                          | 27,868,909            | (1,191,682)               | 26,677,226            |
| Other Special Revenue                                | 4,863,862             | (283,900)                 | 4,579,962             |
| Streets and Capital Projects (except RDA)            | 42,728,700            | 3,299,548                 | 46,028,248            |
| Debt Service                                         | 264,719               | (22,028)                  | 242,691               |
| Internal Service                                     | 11,679,121            | 269,354                   | 11,948,475            |
| Agency Funds (assessment dists./refundable deposits) | 4,278,419             | (1,019,013)               | 3,259,405             |
| <b>Total</b>                                         | <b>\$ 138,932,675</b> | <b>\$ (1,863,670)</b>     | <b>\$ 137,069,005</b> |

Note: See Investment Portfolio Detail for maturities of "Investments." Market values are obtained from the City's investment brokers' monthly reports.

\*Value as of 4/30/17

I certify the information on the investment reports on pages has been reconciled to the general ledger and bank statements and that there are sufficient funds to meet the expenditure requirements of the City for the next six months. The portfolio is in compliance with the City of Morgan Hill investment policy and all State laws and regulations.

Prepared by:

Harjot Sangha, Accounting Manager

Approved by:

Reviewed by:

Dat Nguyen, Finance Director

David Clink, Treasurer



City of Morgan Hill  
Year to Date Revenues - Fiscal Year 2016-17  
For the Eleven Months Ended May 31, 2017  
92% of Year Complete

| FUND<br>REVENUE<br>SOURCE                  | ADOPTED<br>BUDGET | AMENDED<br>BUDGET | CURRENT<br>YTD<br>ACTUAL | %<br>OF BUDGET | PRIOR<br>YTD      | INCR (DECR)<br>FROM PRIOR<br>YTD | %<br>CHANGE |
|--------------------------------------------|-------------------|-------------------|--------------------------|----------------|-------------------|----------------------------------|-------------|
| <b>010 GENERAL FUND</b>                    |                   |                   |                          |                |                   |                                  |             |
| <b>TAXES</b>                               |                   |                   |                          |                |                   |                                  |             |
| Property Tax - Secured/Unsecured           | \$ 8,566,000      | \$ 8,566,000      | \$ 7,684,825             | 90%            | \$ 7,164,635      | \$ 520,190                       | 7%          |
| Property Tax - RPTTF Residual Distribution | 1,233,000         | 1,233,000         | 412,978                  | 33%            | 385,599           | 27,379                           | 7%          |
| Property Tax - Supplemental Roll           | 162,000           | 162,000           | 220,729                  | 136%           | 187,816           | 32,913                           | 18%         |
| Sales Tax                                  | 8,819,767         | 8,819,767         | 8,384,675                | 95%            | 6,982,319         | 1,402,356                        | 20%         |
| Public Safety Sales Tax                    | 351,000           | 351,000           | 275,278                  | 78%            | 266,994           | 8,284                            | 3%          |
| Transient Occupancy Taxes                  | 2,684,700         | 2,684,700         | 2,210,503                | 82%            | 1,866,150         | 344,353                          | 18%         |
| Franchise (Refuse ,Cable ,PG&E)            | 1,927,359         | 1,927,359         | 1,591,183                | 83%            | 1,478,343         | 112,840                          | 8%          |
| Property Transfer Tax                      | 469,000           | 469,000           | 345,803                  | 74%            | 359,127           | (13,324)                         | -4%         |
| <b>TOTAL TAXES</b>                         | <b>24,212,826</b> | <b>24,212,826</b> | <b>21,125,973</b>        | <b>87%</b>     | <b>18,690,983</b> | <b>2,434,990</b>                 | <b>13%</b>  |
| <b>LICENSES/PERMITS</b>                    |                   |                   |                          |                |                   |                                  |             |
| Business License                           | 198,900           | 198,900           | 190,177                  | 96%            | 190,756           | (579)                            | 0%          |
| Other Permits                              | 7,574             | 7,574             | 2,325                    | 31%            | 7,425             | (5,100)                          | -69%        |
| <b>TOTAL LICENSES/PERMITS</b>              | <b>206,474</b>    | <b>206,474</b>    | <b>192,502</b>           | <b>93%</b>     | <b>198,181</b>    | <b>(5,679)</b>                   | <b>-3%</b>  |
| <b>FINES AND PENALTIES</b>                 |                   |                   |                          |                |                   |                                  |             |
| Parking Enforcement                        | 12,000            | 12,000            | 6,717                    | 56%            | 12,715            | (5,999)                          | -47%        |
| Bails & Fines                              | 64,000            | 64,000            | 55,380                   | 87%            | 39,953            | 15,427                           | 39%         |
| Administrative Citations                   | -                 | -                 | 700                      | n/a            | 600               | 100                              | 17%         |
| <b>TOTAL FINES AND PENALTIES</b>           | <b>76,000</b>     | <b>76,000</b>     | <b>62,796</b>            | <b>83%</b>     | <b>53,268</b>     | <b>9,428</b>                     | <b>18%</b>  |
| <b>OTHER AGENCIES</b>                      |                   |                   |                          |                |                   |                                  |             |
| Motor Vehicle in-Lieu                      | 17,194            | 17,194            | 19,552                   | 114%           | 16,857            | 2,695                            | 16%         |
| Other Revenue - Other Agencies             | 525,550           | 641,506           | 461,268                  | 72%            | 368,251           | 93,017                           | 25%         |
| <b>TOTAL OTHER AGENCIES</b>                | <b>542,744</b>    | <b>658,700</b>    | <b>480,820</b>           | <b>73%</b>     | <b>385,108</b>    | <b>95,712</b>                    | <b>25%</b>  |
| <b>CHARGES CURRENT SERVICES</b>            |                   |                   |                          |                |                   |                                  |             |
| Police False Alarm Charge                  | 32,000            | 32,000            | 44,283                   | 138%           | 34,482            | 9,801                            | 28%         |
| Business License Application Review        | 35,914            | 35,914            | 38,739                   | 108%           | 39,358            | (619)                            | -2%         |
| Membership Services & Rec Programs         | 5,702,573         | 5,702,573         | 5,118,310                | 90%            | 5,047,419         | 70,891                           | 1%          |
| Facility Rentals                           | 874,020           | 874,020           | 846,895                  | 97%            | 837,469           | 9,426                            | 1%          |
| Community Services                         | 152,915           | 152,915           | 118,803                  | 78%            | 124,640           | (5,837)                          | -5%         |
| General Administration Overhead            | 1,260,075         | 1,260,075         | 1,152,635                | 91%            | 1,097,744         | 54,891                           | 5%          |
| Other Charges Current Services             | 895,723           | 895,723           | 769,495                  | 86%            | 793,212           | (23,717)                         | -3%         |
| <b>TOTAL CURRENT SERVICES</b>              | <b>8,953,220</b>  | <b>8,953,220</b>  | <b>8,089,159</b>         | <b>90%</b>     | <b>7,974,324</b>  | <b>114,835</b>                   | <b>1%</b>   |
| <b>OTHER REVENUE</b>                       |                   |                   |                          |                |                   |                                  |             |
| Use of money/property                      | 269,133           | 269,133           | 305,391                  | 113%           | 253,313           | 52,078                           | 21%         |
| Other Revenues                             | 312,558           | 413,270           | 586,008                  | 142%           | 440,843           | 145,165                          | 33%         |
| <b>TOTAL OTHER REVENUE</b>                 | <b>581,691</b>    | <b>682,403</b>    | <b>891,399</b>           | <b>131%</b>    | <b>694,156</b>    | <b>197,243</b>                   | <b>28%</b>  |
| <b>TRANSFERS IN</b>                        |                   |                   |                          |                |                   |                                  |             |
| Public Safety                              | 100,000           | 100,000           | 113,192                  | 113%           | 112,029           | 1,163                            | 1%          |
| Streets                                    | 762,581           | 762,581           | 528,336                  | 69%            | 362,414           | 165,922                          | 46%         |
| Sewer Operations                           | 345,000           | 345,000           | 316,250                  | 92%            | 228,429           | 87,821                           | 38%         |
| Water Operations                           | 345,000           | 345,000           | 316,250                  | 92%            | 400,238           | (83,988)                         | -21%        |
| Park Development                           | 75,000            | 75,000            | 68,750                   | 92%            | 55,000            | 13,750                           | 25%         |
| <b>TOTAL TRANSFERS IN</b>                  | <b>1,627,581</b>  | <b>1,627,581</b>  | <b>1,342,778</b>         | <b>83%</b>     | <b>1,158,110</b>  | <b>184,668</b>                   | <b>16%</b>  |
| <b>TOTAL GENERAL FUND</b>                  | <b>36,200,536</b> | <b>36,417,204</b> | <b>32,185,429</b>        | <b>88%</b>     | <b>29,154,130</b> | <b>3,031,299</b>                 | <b>10%</b>  |
| <b>SPECIAL REVENUE FUNDS</b>               |                   |                   |                          |                |                   |                                  |             |
| <b>202 STREET MAINTENANCE</b>              |                   |                   |                          |                |                   |                                  |             |
| Gas Tax 2105 - 2107.5                      | 761,458           | 761,458           | 577,628                  | 76%            | 578,197           | (569)                            | 0%          |
| Interest / Other Revenue/Other Charges     | 60                | 60                | 1,065                    | 1775%          | 1,319             | (254)                            | -19%        |
| <b>202 STREET MAINTENANCE</b>              | <b>761,518</b>    | <b>761,518</b>    | <b>578,693</b>           | <b>76%</b>     | <b>579,516</b>    | <b>(823)</b>                     | <b>0%</b>   |

Attachment: May 2017 Financial and Investment Report (1324 : May 2017 Financial and Investment Report)





City of Morgan Hill  
Year to Date Revenues - Fiscal Year 2016-17  
For the Eleven Months Ended May 31, 2017  
92% of Year Complete

| FUND<br>REVENUE<br>SOURCE                          | ADOPTED<br>BUDGET | AMENDED<br>BUDGET | CURRENT<br>YTD<br>ACTUAL | %<br>OF BUDGET | PRIOR<br>YTD      | INCR (DECR)<br>FROM PRIOR<br>YTD | %<br>CHANGE     |
|----------------------------------------------------|-------------------|-------------------|--------------------------|----------------|-------------------|----------------------------------|-----------------|
| <b>SPECIAL REVENUE FUNDS</b>                       |                   |                   |                          |                |                   |                                  |                 |
| <b>205 PUBLIC SAFETY TRUST</b>                     |                   |                   |                          |                |                   |                                  |                 |
| Interest Income                                    | 265               | 265               | 356                      | 134%           | 372               | (16)                             | -4%             |
| Police Grant/SLEF/JAG                              | 100,000           | 100,000           | 95,990                   | 96%            | 88,786            | 7,204                            | 8%              |
| <b>205 PUBLIC SAFETY TRUST</b>                     | <b>100,265</b>    | <b>100,265</b>    | <b>96,347</b>            | <b>96%</b>     | <b>89,158</b>     | <b>7,189</b>                     | <b>8%</b>       |
| <b>206 COMMUNITY DEVELOPMENT</b>                   |                   |                   |                          |                |                   |                                  |                 |
| Building Fees                                      | 2,507,862         | 2,507,862         | 2,344,738                | 93%            | 2,071,753         | 272,985                          | 13%             |
| Planning Fees                                      | 1,117,358         | 1,117,358         | 721,981                  | 65%            | 876,048           | (154,067)                        | -18%            |
| Engineering Fees                                   | 741,563           | 741,563           | 979,317                  | 132%           | 686,904           | 292,413                          | 43%             |
| Other Revenue/Current Charges                      | 11,840            | 11,840            | 251,368                  | 2123%          | 36,118            | 215,250                          | 596%            |
| <b>206 COMMUNITY DEVELOPMENT</b>                   | <b>4,378,623</b>  | <b>4,378,623</b>  | <b>4,297,403</b>         | <b>98%</b>     | <b>3,670,823</b>  | <b>626,580</b>                   | <b>17%</b>      |
| <b>207 GENERAL PLAN UPDATE</b>                     | <b>658,035</b>    | <b>658,035</b>    | <b>681,939</b>           | <b>104%</b>    | <b>788,120</b>    | <b>(106,181)</b>                 | <b>-13%</b>     |
| <b>215 and 216 HCD BLOCK GRANT</b>                 |                   |                   |                          |                |                   |                                  |                 |
| HCD allocation                                     | 70,000            | 70,000            | -                        | 0%             | 68,534            | (68,534)                         | -100%           |
| Interest Income/Other Revenue                      | 278               | 278               | 21,724                   | 7814%          | 4,445             | 17,279                           | 389%            |
| <b>215 and 216 HCD BLOCK GRANT</b>                 | <b>70,278</b>     | <b>70,278</b>     | <b>21,724</b>            | <b>31%</b>     | <b>72,979</b>     | <b>(51,255)</b>                  | <b>-70%</b>     |
| <b>225 ASSET SEIZURE</b>                           | <b>167</b>        | <b>167</b>        | <b>66,866</b>            | <b>40040%</b>  | <b>13,400</b>     | <b>53,466</b>                    | <b>399%</b>     |
| <b>229 LIGHTING AND LANDSCAPE</b>                  | <b>185,810</b>    | <b>185,810</b>    | <b>100,109</b>           | <b>54%</b>     | <b>118,023</b>    | <b>(17,914)</b>                  | <b>-15%</b>     |
| <b>230 COMMUNITY FACILITIES DISTRICT</b>           | <b>41,999</b>     | <b>41,999</b>     | <b>21,554</b>            | <b>51%</b>     | <b>1</b>          | <b>21,552</b>                    | <b>1573171%</b> |
| <b>232 ENVIRONMENTAL PROGRAMS</b>                  | <b>382,640</b>    | <b>382,640</b>    | <b>344,651</b>           | <b>90%</b>     | <b>272,130</b>    | <b>72,521</b>                    | <b>27%</b>      |
| <b>234 MOBILE HOME PARK RENT STAB.</b>             | <b>3,831</b>      | <b>3,831</b>      | <b>5,823</b>             | <b>152%</b>    | <b>9,339</b>      | <b>(3,516)</b>                   | <b>-38%</b>     |
| <b>235 SENIOR HOUSING</b>                          | <b>1,089</b>      | <b>1,089</b>      | <b>2,070</b>             | <b>190%</b>    | <b>1,587</b>      | <b>483</b>                       | <b>30%</b>      |
| <b>236 HOUSING MITIGATION</b>                      | <b>1,601,328</b>  | <b>1,601,328</b>  | <b>2,777,465</b>         | <b>173%</b>    | <b>1,699,689</b>  | <b>1,077,776</b>                 | <b>63%</b>      |
| <b>240 EMPLOYEE ASSISTANCE</b>                     | <b>30,298</b>     | <b>30,298</b>     | <b>24,407</b>            | <b>81%</b>     | <b>22,810</b>     | <b>1,597</b>                     | <b>7%</b>       |
| <b>247 ENVIRONMENT REMEDIATION</b>                 | <b>736</b>        | <b>736</b>        | <b>1,399</b>             | <b>190%</b>    | <b>1,072</b>      | <b>327</b>                       | <b>31%</b>      |
| <b>250 COMH-SUCCESSOR AGENCY-MHRDA</b>             | <b>7,343,954</b>  | <b>7,343,954</b>  | <b>9,081,928</b>         | <b>124%</b>    | <b>10,632,820</b> | <b>(1,550,892)</b>               | <b>-15%</b>     |
| <b>255 HOUSING SUCCESSOR AGENCY</b>                | <b>1,251,430</b>  | <b>1,251,430</b>  | <b>553,626</b>           | <b>44%</b>     | <b>1,594,568</b>  | <b>(1,040,942)</b>               | <b>-65%</b>     |
| <b>TOTAL SPECIAL REVENUE FUNDS</b>                 | <b>16,812,002</b> | <b>16,812,002</b> | <b>18,656,003</b>        | <b>111%</b>    | <b>19,566,035</b> | <b>(910,033)</b>                 | <b>-5%</b>      |
| <b>CAPITAL PROJECTS FUNDS</b>                      |                   |                   |                          |                |                   |                                  |                 |
| <b>301 PARK DEVELOPMENT</b>                        | <b>1,850,595</b>  | <b>3,358,695</b>  | <b>2,098,459</b>         | <b>62%</b>     | <b>2,218,689</b>  | <b>(120,230)</b>                 | <b>-5%</b>      |
| <b>302 PARK MAINTENANCE</b>                        | <b>1,038,123</b>  | <b>1,038,123</b>  | <b>944,289</b>           | <b>91%</b>     | <b>1,366,125</b>  | <b>(421,836)</b>                 | <b>-31%</b>     |
| <b>303 LOCAL DRAINAGE</b>                          | <b>1,624,857</b>  | <b>1,624,857</b>  | <b>1,218,979</b>         | <b>75%</b>     | <b>1,429,376</b>  | <b>(210,397)</b>                 | <b>-15%</b>     |
| <b>304 LOCAL DRAINAGE/NON AB1600</b>               | <b>84,735</b>     | <b>84,735</b>     | <b>161,715</b>           | <b>191%</b>    | <b>103,883</b>    | <b>57,832</b>                    | <b>56%</b>      |
| <b>306 AGRICULTURE &amp; OPEN SPACE PRESERVATI</b> | <b>1,943,781</b>  | <b>1,943,781</b>  | <b>252,679</b>           | <b>13%</b>     | <b>1,314,163</b>  | <b>(1,061,484)</b>               | <b>-81%</b>     |
| <b>308 STREET CIP</b>                              | <b>2,731,146</b>  | <b>2,731,146</b>  | <b>1,317,192</b>         | <b>48%</b>     | <b>1,502,661</b>  | <b>(185,469)</b>                 | <b>-12%</b>     |
| <b>309 TRAFFIC MITIGATION</b>                      | <b>1,360,910</b>  | <b>1,360,910</b>  | <b>537,074</b>           | <b>39%</b>     | <b>1,049,199</b>  | <b>(512,125)</b>                 | <b>-49%</b>     |
| <b>311 POLICE MITIGATION</b>                       | <b>272,506</b>    | <b>272,506</b>    | <b>105,956</b>           | <b>39%</b>     | <b>332,768</b>    | <b>(226,812)</b>                 | <b>-68%</b>     |
| <b>313 FIRE MITIGATION</b>                         | <b>139,152</b>    | <b>139,152</b>    | <b>123,500</b>           | <b>89%</b>     | <b>92,608</b>     | <b>30,892</b>                    | <b>33%</b>      |
| <b>346 PUBLIC FACILITIES NON-AB1600</b>            | <b>786,626</b>    | <b>786,626</b>    | <b>787,382</b>           | <b>100%</b>    | <b>1,178,808</b>  | <b>(391,426)</b>                 | <b>-33%</b>     |
| <b>347 PUBLIC FACILITIES</b>                       | <b>182,245</b>    | <b>182,245</b>    | <b>69,980</b>            | <b>38%</b>     | <b>237,362</b>    | <b>(167,382)</b>                 | <b>-71%</b>     |
| <b>348 LIBRARY</b>                                 | <b>813,403</b>    | <b>813,403</b>    | <b>368,867</b>           | <b>45%</b>     | <b>1,008,670</b>  | <b>(639,803)</b>                 | <b>-63%</b>     |
| <b>350 UNDERGROUNDING</b>                          | <b>1,104,276</b>  | <b>1,104,276</b>  | <b>897,326</b>           | <b>81%</b>     | <b>2,529</b>      | <b>894,797</b>                   | <b>35381%</b>   |
| <b>355 SCHOOL PEDESTRIAN/TRAFFIC SAFETY</b>        | <b>666,766</b>    | <b>666,766</b>    | <b>847,083</b>           | <b>127%</b>    | <b>223,112</b>    | <b>623,971</b>                   | <b>280%</b>     |
| <b>360 COMMUNITY/REC IMPACT FUND</b>               | <b>1,249,999</b>  | <b>1,249,999</b>  | <b>210,458</b>           | <b>17%</b>     | <b>19,086</b>     | <b>191,372</b>                   | <b>1003%</b>    |
| <b>TOTAL CAPITAL PROJECTS FUNDS</b>                | <b>15,849,120</b> | <b>17,357,220</b> | <b>9,940,939</b>         | <b>57%</b>     | <b>12,079,039</b> | <b>(2,138,100)</b>               | <b>-18%</b>     |
| <b>DEBT SERVICE FUNDS</b>                          |                   |                   |                          |                |                   |                                  |                 |
| <b>420 CIVIC CENTER DEBT</b>                       | <b>301,123</b>    | <b>301,123</b>    | <b>274,963</b>           | <b>91%</b>     | <b>463,279</b>    | <b>(188,316)</b>                 | <b>-41%</b>     |
| <b>441 POLICE FACILITY BOND</b>                    | <b>378,121</b>    | <b>378,121</b>    | <b>382,878</b>           | <b>101%</b>    | <b>577,752</b>    | <b>(194,874)</b>                 | <b>-34%</b>     |
| <b>545 COCHRANE BUSINESS PARK</b>                  | <b>56</b>         | <b>56</b>         | <b>106</b>               | <b>190%</b>    | <b>81</b>         | <b>25</b>                        | <b>31%</b>      |
| <b>TOTAL DEBT SERVICE FUNDS</b>                    | <b>679,300</b>    | <b>679,300</b>    | <b>657,947</b>           | <b>97%</b>     | <b>1,041,112</b>  | <b>(383,165)</b>                 | <b>-37%</b>     |

Attachment: May 2017 Financial and Investment Report (1324 : May 2017 Financial and Investment Report)



City of Morgan Hill  
Year to Date Revenues - Fiscal Year 2016-17  
For the Eleven Months Ended May 31, 2017  
92% of Year Complete

| FUND<br>REVENUE<br>SOURCE              | ADOPTED<br>BUDGET    | AMENDED<br>BUDGET    | CURRENT<br>YTD<br>ACTUAL | %<br>OF BUDGET | PRIOR<br>YTD        | INCR (DECR)<br>FROM PRIOR<br>YTD | %<br>CHANGE    |
|----------------------------------------|----------------------|----------------------|--------------------------|----------------|---------------------|----------------------------------|----------------|
| <b>ENTERPRISE FUNDS</b>                |                      |                      |                          |                |                     |                                  |                |
| <b>640 SEWER OPERATION</b>             |                      |                      |                          |                |                     |                                  |                |
| Sewer Service Fees                     | 10,190,979           | 10,190,979           | 8,563,100                | 84%            | 9,041,730           | (478,630)                        | -5%            |
| Interest Income/Transfers              | 32,807               | 32,807               | 20,095                   | 61%            | 37,584              | (17,489)                         | -47%           |
| Other Revenue/Current Charges          | 179,543              | 179,543              | 375,144                  | 209%           | 163,775             | 211,368                          | 129%           |
| <b>640 SEWER OPERATION</b>             | <b>10,403,329</b>    | <b>10,403,329</b>    | <b>8,958,339</b>         | <b>86%</b>     | <b>9,243,089</b>    | <b>(284,750)</b>                 | <b>-3%</b>     |
| <b>641 SEWER EXPANSION</b>             |                      |                      |                          |                |                     |                                  |                |
| Interest Income                        | 62,457               | 62,457               | 134,808                  | 216%           | 103,117             | 31,691                           | 31%            |
| Development Impact Fee                 | 5,670,371            | 5,670,371            | 1,536,808                | 27%            | 4,273,698           | (2,736,890)                      | -64%           |
| Transfers/Other                        | -                    | -                    | 600                      | 0%             | 1,825               | (1,225)                          | -67%           |
| <b>641 SEWER EXPANSION</b>             | <b>5,732,828</b>     | <b>5,732,828</b>     | <b>1,672,216</b>         | <b>29%</b>     | <b>4,378,640</b>    | <b>(2,706,424)</b>               | <b>-62%</b>    |
| <b>642 SEWER RATE STABILIZATION</b>    | <b>9,237</b>         | <b>9,237</b>         | <b>59,917</b>            | <b>649%</b>    | <b>223,155</b>      | <b>(163,238)</b>                 | <b>-73%</b>    |
| <b>643 SEWER-CAPITAL PROJECT</b>       | <b>2,670,698</b>     | <b>2,670,698</b>     | <b>2,483,417</b>         | <b>93%</b>     | <b>564,227</b>      | <b>1,919,190</b>                 | <b>340%</b>    |
| <b>TOTAL SEWER FUNDS</b>               | <b>18,816,092</b>    | <b>18,816,092</b>    | <b>13,173,888</b>        | <b>70%</b>     | <b>14,409,111</b>   | <b>(1,235,223)</b>               | <b>-9%</b>     |
| <b>650 WATER OPERATION</b>             |                      |                      |                          |                |                     |                                  |                |
| Water Sales                            | 8,972,175            | 8,972,175            | 8,409,529                | 94%            | 6,494,293           | 1,915,236                        | 29%            |
| Meter Install & Service                | 154,700              | 154,700              | 134,642                  | 87%            | 136,392             | (1,750)                          | -1%            |
| Transfers-In / Interest Income         | 407,582              | 407,582              | 382,299                  | 94%            | 292,413             | 89,886                           | 31%            |
| Other Revenue/Current Charges          | 464,152              | 464,152              | 695,488                  | 150%           | 537,211             | 158,277                          | 29%            |
| <b>650 WATER OPERATION</b>             | <b>9,998,609</b>     | <b>9,998,609</b>     | <b>9,621,958</b>         | <b>96%</b>     | <b>7,460,309</b>    | <b>2,161,649</b>                 | <b>29%</b>     |
| <b>651 WATER EXPANSION</b>             |                      |                      |                          |                |                     |                                  |                |
| Interest Income/Other Revenue/Transfer | 8,340                | 8,340                | 34,977                   | 419%           | 29,146              | 5,831                            | 20%            |
| Development Impact Fee                 | 1,301,089            | 1,301,089            | 473,333                  | 36%            | 1,524,156           | (1,050,823)                      | -69%           |
| <b>651 WATER EXPANSION</b>             | <b>1,309,429</b>     | <b>1,309,429</b>     | <b>508,310</b>           | <b>39%</b>     | <b>1,553,302</b>    | <b>(1,044,992)</b>               | <b>-67%</b>    |
| <b>652 Water Rate Stabilization</b>    | <b>501,248</b>       | <b>501,248</b>       | <b>460,889</b>           | <b>92%</b>     | <b>269</b>          | <b>460,620</b>                   | <b>171234%</b> |
| <b>653 Water Capital Project</b>       | <b>953,461</b>       | <b>953,461</b>       | <b>890,267</b>           | <b>93%</b>     | <b>1,044,263</b>    | <b>(153,996)</b>                 | <b>-15%</b>    |
| <b>TOTAL WATER FUNDS</b>               | <b>12,762,747</b>    | <b>12,762,747</b>    | <b>11,481,424</b>        | <b>90%</b>     | <b>10,058,143</b>   | <b>1,423,282</b>                 | <b>14%</b>     |
| <b>TOTAL ENTERPRISE FUNDS</b>          | <b>31,578,839</b>    | <b>31,578,839</b>    | <b>24,655,313</b>        | <b>78%</b>     | <b>24,467,254</b>   | <b>188,059</b>                   | <b>1%</b>      |
| <b>INTERNAL SERVICE FUNDS</b>          |                      |                      |                          |                |                     |                                  |                |
| <b>730 INFORMATION SYSTEMS</b>         | <b>1,592,348</b>     | <b>1,592,348</b>     | <b>1,473,653</b>         | <b>93%</b>     | <b>1,165,484</b>    | <b>308,169</b>                   | <b>26%</b>     |
| <b>740 BUILDING MAINTENANCE</b>        | <b>3,014,227</b>     | <b>3,014,227</b>     | <b>2,815,205</b>         | <b>93%</b>     | <b>2,526,366</b>    | <b>288,839</b>                   | <b>11%</b>     |
| <b>741 BUILDING REPLACEMENT</b>        | <b>450,969</b>       | <b>450,969</b>       | <b>434,999</b>           | <b>96%</b>     | <b>408,787</b>      | <b>26,212</b>                    | <b>6%</b>      |
| <b>745 CIP ADMINISTRATION</b>          | <b>1,820,194</b>     | <b>1,820,194</b>     | <b>1,130,449</b>         | <b>62%</b>     | <b>1,496,609</b>    | <b>(366,160)</b>                 | <b>-24%</b>    |
| <b>760 UNEMPLOYMENT INSURANCE</b>      | <b>831</b>           | <b>831</b>           | <b>1,615</b>             | <b>194%</b>    | <b>1,366</b>        | <b>249</b>                       | <b>18%</b>     |
| <b>770 WORKERS COMPENSATION</b>        | <b>735,723</b>       | <b>735,723</b>       | <b>707,414</b>           | <b>96%</b>     | <b>584,260</b>      | <b>123,154</b>                   | <b>21%</b>     |
| <b>790 EQUIPMENT REPLACEMENT</b>       | <b>994,315</b>       | <b>994,315</b>       | <b>967,371</b>           | <b>97%</b>     | <b>737,003</b>      | <b>230,368</b>                   | <b>31%</b>     |
| <b>791 EMPLOYEE BENEFITS</b>           | <b>1,193,659</b>     | <b>1,193,659</b>     | <b>1,168,335</b>         | <b>98%</b>     | <b>948,683</b>      | <b>219,652</b>                   | <b>23%</b>     |
| <b>793 CORPORATION YARD COMMISSION</b> | <b>-</b>             | <b>-</b>             | <b>1,010</b>             | <b>0%</b>      | <b>1,552</b>        | <b>(542)</b>                     | <b>-35%</b>    |
| <b>795 GENERAL LIABILITY INSURANCE</b> | <b>854,937</b>       | <b>854,937</b>       | <b>790,476</b>           | <b>92%</b>     | <b>1,035,840</b>    | <b>(245,364)</b>                 | <b>-24%</b>    |
| <b>TOTAL INTERNAL SERVICE FUNDS</b>    | <b>10,657,203</b>    | <b>10,657,203</b>    | <b>9,490,527</b>         | <b>89%</b>     | <b>8,905,950</b>    | <b>584,577</b>                   | <b>7%</b>      |
| <b>TOTAL FOR ALL FUNDS</b>             | <b>\$111,777,000</b> | <b>\$113,501,768</b> | <b>\$95,586,158</b>      | <b>84%</b>     | <b>\$95,213,520</b> | <b>\$3,785,849</b>               | <b>4%</b>      |



City of Morgan Hill  
Year to Date Expenses - Fiscal Year 2016-17  
For the Month and Eleven Months Ended May 31, 2017  
92% of Year Complete

| FUND NO.                      | FUND/ACTIVITY                       | CURRENT MONTH ACTUAL EXPENSES | AMENDED BUDGET    | YTD EXPENSES      | OUTSTANDING ENCUMBRANCE | TOTAL ALLOCATED   | PERCENT OF TOTAL TO BUDGET | PRIOR YTD         |
|-------------------------------|-------------------------------------|-------------------------------|-------------------|-------------------|-------------------------|-------------------|----------------------------|-------------------|
| <b>010 GENERAL FUND</b>       |                                     |                               |                   |                   |                         |                   |                            |                   |
| <b>I. ADMINISTRATION</b>      |                                     |                               |                   |                   |                         |                   |                            |                   |
|                               | CITY COUNCIL                        | \$ 10,729                     | \$ 342,142        | \$ 271,513        | \$ 66,527               | \$ 338,040        | 99%                        | \$ 221,000        |
|                               | CITY ATTORNEY                       | 55,097                        | 724,002           | 612,654           | 51,215                  | 663,868           | 92%                        | 644,000           |
|                               | CITY ATTORNEY LOAN                  | -                             | 835,000           | 835,000           | -                       | 835,000           | 100%                       | 835,000           |
|                               | CITY MANAGER                        | 61,559                        | 1,016,115         | 770,371           | 185,577                 | 955,948           | 94%                        | 590,000           |
|                               | HUMAN RESOURCES                     | 52,245                        | 721,806           | 609,820           | 1,035                   | 610,855           | 85%                        | 520,000           |
|                               | COUNCIL SVCS & RECORDS MGMT         |                               |                   |                   |                         |                   |                            |                   |
|                               | Council Svcs & Records Mgmt         | 43,883                        | 577,125           | 507,664           | -                       | 507,664           | 88%                        | 520,000           |
|                               | Elections                           | 1,363                         | 165,522           | 134,565           | -                       | 134,565           | 81%                        | 200,000           |
|                               | COUNCIL SVCS & RECORDS MGMT         | 45,246                        | 742,647           | 642,229           | -                       | 642,229           | 86%                        | 540,000           |
|                               | FINANCE                             | 115,413                       | 1,586,721         | 1,475,616         | 5,721                   | 1,481,337         | 93%                        | 1,280,000         |
|                               | <b>TOTAL ADMINISTRATION</b>         | <b>340,289</b>                | <b>5,968,432</b>  | <b>5,217,203</b>  | <b>310,074</b>          | <b>5,527,277</b>  | <b>93%</b>                 | <b>3,810,000</b>  |
| <b>II. COMMUNITY SERVICES</b> |                                     |                               |                   |                   |                         |                   |                            |                   |
|                               | Membership Services & Rec. Programs | 315,547                       | 5,529,949         | 4,650,974         | 492,641                 | 5,143,615         | 93%                        | 4,350,000         |
|                               | Recreation Facility Rentals         | 103,277                       | 1,250,322         | 1,150,050         | 785                     | 1,150,835         | 92%                        | 1,070,000         |
|                               | Community Services                  | 45,650                        | 719,212           | 593,965           | 19,655                  | 613,620           | 85%                        | 440,000           |
|                               | Solid Waste Management              | 12,838                        | 275,796           | 163,366           | -                       | 163,366           | 59%                        | 270,000           |
|                               | Street Maintenance                  | 214,000                       | 2,095,917         | 1,788,998         | 140,264                 | 1,929,262         | 92%                        | 1,530,000         |
|                               | Downtown Maintenance                | 13,822                        | 242,063           | 158,509           | 12,826                  | 171,335           | 71%                        | 200,000           |
|                               | Cable Television                    | 1,547                         | 48,258            | 24,764            | -                       | 24,764            | 51%                        | 300,000           |
|                               | <b>COMMUNITY SERVICES</b>           | <b>706,680</b>                | <b>10,161,517</b> | <b>8,530,626</b>  | <b>666,171</b>          | <b>9,196,796</b>  | <b>91%</b>                 | <b>7,730,000</b>  |
|                               | CODE COMPLIANCE                     | 10,057                        | 135,689           | 111,337           | -                       | 111,337           | 82%                        | 135,000           |
|                               | CONGESTION MANAGEMENT               | 5,398                         | 75,219            | 74,750            | -                       | 74,750            | 99%                        | 60,000            |
|                               | <b>TOTAL COMMUNITY SERVICES</b>     | <b>722,135</b>                | <b>10,372,425</b> | <b>8,716,713</b>  | <b>666,171</b>          | <b>9,382,883</b>  | <b>90%</b>                 | <b>7,790,000</b>  |
| <b>III. PUBLIC SAFETY</b>     |                                     |                               |                   |                   |                         |                   |                            |                   |
|                               | <b>POLICE</b>                       |                               |                   |                   |                         |                   |                            |                   |
|                               | PD Administration                   | 68,552                        | 1,157,010         | 1,063,787         | 22,372                  | 1,086,159         | 94%                        | 1,130,000         |
|                               | Field Operations                    | 561,104                       | 7,596,138         | 6,765,154         | 2,959                   | 6,768,113         | 89%                        | 6,300,000         |
|                               | Support Services                    | 155,604                       | 2,065,701         | 1,857,302         | 12,664                  | 1,869,966         | 91%                        | 1,800,000         |
|                               | Emergency Services/Haz Mat          | 12,130                        | 195,542           | 165,185           | -                       | 165,185           | 84%                        | 150,000           |
|                               | Special Operations                  | 185,469                       | 2,685,665         | 2,366,138         | -                       | 2,366,138         | 88%                        | 2,270,000         |
|                               | Dispatch Services                   | 113,030                       | 1,639,601         | 1,407,395         | -                       | 1,407,395         | 86%                        | 1,290,000         |
|                               | <b>POLICE</b>                       | <b>1,095,889</b>              | <b>15,339,657</b> | <b>13,624,960</b> | <b>37,996</b>           | <b>13,662,956</b> | <b>89%</b>                 | <b>12,970,000</b> |
|                               | <b>FIRE</b>                         | <b>381,564</b>                | <b>5,428,841</b>  | <b>5,031,387</b>  | <b>19,300</b>           | <b>5,050,687</b>  | <b>93%</b>                 | <b>4,880,000</b>  |
|                               | <b>TOTAL PUBLIC SAFETY</b>          | <b>1,477,453</b>              | <b>20,768,497</b> | <b>18,656,347</b> | <b>57,295</b>           | <b>18,713,642</b> | <b>90%</b>                 | <b>17,860,000</b> |
| <b>IV. TRANSFERS</b>          |                                     |                               |                   |                   |                         |                   |                            |                   |
|                               | Other                               | 145,078                       | 2,064,119         | 1,929,040         | -                       | 1,929,040         | 93%                        | 1,430,000         |
|                               | <b>TOTAL TRANSFERS</b>              | <b>145,078</b>                | <b>2,064,119</b>  | <b>1,929,040</b>  | <b>-</b>                | <b>1,929,040</b>  | <b>93%</b>                 | <b>1,430,000</b>  |
|                               | <b>TOTAL GENERAL FUND</b>           | <b>2,684,955</b>              | <b>39,173,474</b> | <b>34,519,303</b> | <b>1,033,540</b>        | <b>35,552,843</b> | <b>91%</b>                 | <b>30,910,000</b> |

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City of Morgan Hill  
 Year to Date Expenses - Fiscal Year 2016-17  
 For the Month and Eleven Months Ended May 31, 2017  
 92% of Year Complete

| FUND NO.                            | FUND/ACTIVITY                         | CURRENT MONTH ACTUAL EXPENSES | AMENDED BUDGET    | YTD EXPENSES      | OUTSTANDING ENCUMBRANCE | TOTAL ALLOCATED   | PERCENT OF TOTAL TO BUDGET | PRIOR YTD     |
|-------------------------------------|---------------------------------------|-------------------------------|-------------------|-------------------|-------------------------|-------------------|----------------------------|---------------|
| <b>SPECIAL REVENUE FUNDS</b>        |                                       |                               |                   |                   |                         |                   |                            |               |
| 202                                 | STREET MAINTENANCE                    | 161                           | 764,507           | 530,107           | -                       | 530,107           | 69%                        | 36%           |
| 205                                 | PUBLIC SAFETY/SUPP.LAW                | -                             | 100,000           | 113,192           | -                       | 113,192           | 113%                       | 11%           |
| 206                                 | COMMUNITY DEVELOPMENT FUND            |                               |                   |                   |                         |                   |                            |               |
|                                     | Planning                              | 149,148                       | 2,355,225         | 1,781,790         | 167,444                 | 1,949,234         | 83%                        | 2,18%         |
|                                     | Building                              | 120,841                       | 1,863,218         | 1,539,753         | 57,323                  | 1,597,077         | 86%                        | 1,48%         |
|                                     | Engineering                           | 78,568                        | 1,186,172         | 917,746           | 95,061                  | 1,012,807         | 85%                        | 79%           |
| 206                                 | COMMUNITY DEVELOPMENT FUND            | 348,557                       | 5,404,615         | 4,239,289         | 319,829                 | 4,559,118         | 84%                        | 4,46%         |
| 207                                 | GENERAL PLAN UPDATE                   | 51,590                        | 1,086,553         | 509,651           | 329,007                 | 838,657           | 77%                        | 60%           |
| 215/216                             | CDBG                                  | -                             | 78,830            | 28,099            | 10,501                  | 38,599            | 49%                        | 6%            |
| 229                                 | LIGHTING AND LANDSCAPE                | 17,988                        | 205,192           | 147,991           | 24,566                  | 172,557           | 84%                        | 13%           |
| 230                                 | COMMUNITY FACILITIES DISTRICT         | 1,074                         | 50,850            | 15,819            | 1,689                   | 17,508            | 34%                        | 4%            |
| 232                                 | ENVIRONMENT PROGRAMS                  | 21,514                        | 331,143           | 506,101           | 5,090                   | 511,191           | 154%                       | 21%           |
| 234                                 | MOBILE HOME PARK                      | 68                            | 840               | 748               | -                       | 748               | 89%                        | 7%            |
| 236                                 | HOUSING MITIGATION                    | 33,475                        | 3,337,298         | 2,987,566         | 113,136                 | 3,100,702         | 93%                        | 1,70%         |
| 240                                 | EMPLOYEE ASSISTANCE                   | 3,049                         | 41,188            | 30,648            | -                       | 30,648            | 74%                        | 2%            |
| 250                                 | COMH-SUCCESSOR AGENCY-MHRDA           | 17,438                        | 8,881,727         | 8,586,928         | 55,428                  | 8,642,355         | 97%                        | 27,90%        |
| 255                                 | HOUSING SUCCESSOR AGENCY              | 109,916                       | 2,792,194         | 866,210           | 12,361                  | 878,571           | 31%                        | 68%           |
| <b>TOTAL SPECIAL REVENUE FUNDS</b>  |                                       | <b>604,831</b>                | <b>23,074,937</b> | <b>18,562,349</b> | <b>871,606</b>          | <b>19,433,955</b> | <b>84%</b>                 | <b>36,28%</b> |
| <b>CAPITAL PROJECT FUNDS</b>        |                                       |                               |                   |                   |                         |                   |                            |               |
| 301                                 | PARK DEVELOPMENT                      | 390,806                       | 8,785,319         | 1,308,699         | 4,502,513               | 5,811,212         | 66%                        | 5,73%         |
| 302                                 | PARK MAINTENANCE                      | 61,882                        | 950,987           | 833,764           | 18,186                  | 851,950           | 90%                        | 77%           |
| 303                                 | LOCAL DRAINAGE                        | 969                           | 27,808            | 19,911            | -                       | 19,911            | 72%                        | 6%            |
| 304                                 | LOCAL DRAIN. NON-AB1600               | 396                           | 54,922            | 19,497            | -                       | 19,497            | 36%                        | 15%           |
| 306                                 | AGRICULTURE & OPEN SPACE PRESERVATION | 5,906                         | 1,904,843         | 827,532           | 117,062                 | 944,594           | 50%                        | 7%            |
| 308                                 | STREET CIP                            | 894                           | 4,292,802         | 138,924           | 34,806                  | 173,730           | 4%                         | 1,47%         |
| 309                                 | TRAFFIC MITIGATION                    | 36,296                        | 2,040,440         | 1,099,655         | 491,335                 | 1,590,990         | 78%                        | 32%           |
| 311                                 | POLICE MITIGATION                     | 5,960                         | 270,999           | 268,541           | -                       | 268,541           | 99%                        | 22%           |
| 313                                 | FIRE MITIGATION                       | 108                           | 26,316            | 1,229             | -                       | 1,229             | 5%                         | 1%            |
| 346                                 | PUBLIC FAC.NON AB1600                 | 105,954                       | 3,003,479         | 636,190           | 825,919                 | 1,462,110         | 49%                        | 31%           |
| 347                                 | PUBLIC FACILITIES                     | 91                            | 431,177           | 1,168             | -                       | 1,168             | 0%                         | 4%            |
| 348                                 | LIBRARY IMPACT                        | 17,883                        | 629,913           | 355,759           | 285,919                 | 641,677           | 102%                       | 24%           |
| 350                                 | UNDERGROUNDING                        | 9,311                         | 1,094,900         | 715,405           | -                       | 715,405           | 65%                        | 4%            |
| 355                                 | SCHOOL PEDESTRIAN & TRAFFIC SAFETY    | 22,344                        | 1,162,543         | 29,131            | 439,806                 | 468,937           | 40%                        | 52%           |
| 360                                 | COMM/REC CENTER IMPACT                | 101                           | -                 | 1,212             | -                       | 1,212             | 0%                         | 5%            |
| <b>TOTAL CAPITAL PROJECTS FUNDS</b> |                                       | <b>658,903</b>                | <b>24,676,448</b> | <b>6,256,618</b>  | <b>6,715,546</b>        | <b>12,972,164</b> | <b>53%</b>                 | <b>10,06%</b> |
| <b>DEBT SERVICE FUNDS</b>           |                                       |                               |                   |                   |                         |                   |                            |               |
| 420                                 | CIVIC CENTER DEBT                     | 92                            | 298,643           | 297,353           | -                       | 297,353           | 100%                       | 34%           |
| 441                                 | POLICE FACILITY BOND DEBT             | 189                           | 377,578           | 382,700           | -                       | 382,700           | 101%                       | 41%           |
| <b>TOTAL DEBT SERVICE FUNDS</b>     |                                       | <b>281</b>                    | <b>676,221</b>    | <b>680,054</b>    | <b>-</b>                | <b>680,054</b>    | <b>101%</b>                | <b>75%</b>    |



City of Morgan Hill  
 Year to Date Expenses - Fiscal Year 2016-17  
 For the Month and Eleven Months Ended May 31, 2017  
 92% of Year Complete

| FUND NO.                            | FUND/ACTIVITY            | CURRENT MONTH ACTUAL EXPENSES | AMENDED BUDGET        | YTD EXPENSES         | OUTSTANDING ENCUMBRANCE | TOTAL ALLOCATED       | PERCENT OF TOTAL TO BUDGET | PRIOR YTD         |
|-------------------------------------|--------------------------|-------------------------------|-----------------------|----------------------|-------------------------|-----------------------|----------------------------|-------------------|
| <b>ENTERPRISE FUNDS</b>             |                          |                               |                       |                      |                         |                       |                            |                   |
| <b>SEWER</b>                        |                          |                               |                       |                      |                         |                       |                            |                   |
| 640                                 | SEWER OPERATIONS         | 797,875                       | 10,643,452            | 8,843,826            | 102,553                 | 8,946,380             | 84%                        | 7,071             |
| 641                                 | SEWER CAPITAL EXPANSION  | 412,691                       | 11,195,314            | 1,973,912            | 975,579                 | 2,949,491             | 26%                        | 7,531             |
| 642                                 | SEWER RATE STABILIZATION | 310                           | 3,714                 | 3,410                | -                       | 3,410                 | 92%                        | 1,031             |
| 643                                 | SEWER-CAPITAL PROJECTS   | 341                           | 7,505,173             | 3,250,166            | 161,450                 | 3,411,616             | 45%                        | 1,031             |
| <b>TOTAL SEWER FUND(S)</b>          |                          | <b>1,211,217</b>              | <b>29,347,653</b>     | <b>14,071,315</b>    | <b>1,239,582</b>        | <b>15,310,897</b>     | <b>52%</b>                 | <b>15,641</b>     |
| <b>WATER</b>                        |                          |                               |                       |                      |                         |                       |                            |                   |
|                                     | Water Operations         | 471,106                       | 10,237,562            | 7,929,830            | 390,556                 | 8,320,386             | 81%                        | 7,651             |
|                                     | Utility Billing          | 56,671                        | 811,093               | 637,194              | 22,998                  | 660,192               | 81%                        | 571               |
|                                     | Water Conservation       | 5,848                         | 191,935               | 99,203               | 51,204                  | 150,408               | 78%                        | 261               |
| 650                                 | WATER OPERATIONS         | 533,625                       | 11,240,589            | 8,666,227            | 464,758                 | 9,130,985             | 81%                        | 8,491             |
| 651                                 | WATER CAPITAL EXPANSION  | 27,738                        | 5,267,930             | 1,386,481            | 305,484                 | 1,691,966             | 32%                        | 1,231             |
| 652                                 | WATER RATE STABILIZATION | 48                            | 632                   | 528                  | -                       | 528                   | 84%                        | 1,031             |
| 653                                 | WATER-CAPITAL PROJECTS   | 107,813                       | 6,137,249             | 3,395,672            | 459,759                 | 3,855,431             | 63%                        | 1,851             |
| <b>TOTAL WATER FUND(S)</b>          |                          | <b>669,225</b>                | <b>22,646,400</b>     | <b>13,448,908</b>    | <b>1,230,002</b>        | <b>14,678,909</b>     | <b>65%</b>                 | <b>11,581</b>     |
| <b>TOTAL ENTERPRISE FUNDS</b>       |                          | <b>1,880,441</b>              | <b>51,994,054</b>     | <b>27,520,223</b>    | <b>2,469,584</b>        | <b>29,989,807</b>     | <b>58%</b>                 | <b>27,221</b>     |
| <b>INTERNAL SERVICE FUNDS</b>       |                          |                               |                       |                      |                         |                       |                            |                   |
| 730                                 | INFORMATION SYSTEMS      | 86,107                        | 1,747,198             | 1,140,912            | 90,790                  | 1,231,701             | 70%                        | 1,031             |
| 740                                 | BUILDING MAINTENANCE     | 229,580                       | 3,154,554             | 2,722,790            | 146,475                 | 2,869,265             | 91%                        | 2,871             |
| 741                                 | BUILDING REPLACEMENT     | 126,265                       | 1,155,566             | 876,010              | 191,902                 | 1,067,911             | 92%                        | 151               |
| 745                                 | CIP ADMINISTRATION       | 112,116                       | 1,820,194             | 1,242,476            | 3,355                   | 1,245,831             | 68%                        | 1,491             |
| 760                                 | UNEMPLOYMENT             | 6,754                         | 20,000                | 13,943               | -                       | 13,943                | 70%                        | 1,031             |
| 770                                 | WORKERS COMPENSATION     | 10,142                        | 792,948               | 446,614              | -                       | 446,614               | 56%                        | 641               |
| 790                                 | EQUIPMENT REPLACEMENT    | -                             | 2,236,123             | 1,293,324            | 27,011                  | 1,320,334             | 59%                        | 641               |
| 791                                 | EMPLOYEE BENEFITS FUND   | 11,640                        | 537,056               | 479,996              | -                       | 479,996               | 89%                        | 401               |
| 793                                 | CORP YARD COMMISSION     | 102                           | -                     | 6,366                | -                       | 6,366                 | 0%                         | 1,031             |
| 795                                 | GEN. LIABILITY INSURANCE | 23,951                        | 1,008,256             | 855,293              | -                       | 855,293               | 85%                        | 781               |
| <b>TOTAL INTERNAL SERVICE FUNDS</b> |                          | <b>606,656</b>                | <b>12,471,894</b>     | <b>9,077,723</b>     | <b>459,532</b>          | <b>9,537,255</b>      | <b>76%</b>                 | <b>8,061</b>      |
| <b>REPORT TOTAL</b>                 |                          | <b>\$ 6,436,068</b>           | <b>\$ 152,067,028</b> | <b>\$ 96,616,269</b> | <b>\$ 11,549,808</b>    | <b>\$ 108,166,077</b> | <b>71%</b>                 | <b>\$ 113,321</b> |

Attachment: May 2017 Financial and Investment Report (1324 : May 2017 Financial and Investment Report)



| City of Morgan Hill<br>Fund Activity Summary - Fiscal Year 2016-17<br>For the Eleven Months Ended May 31, 2017<br>92% of Year Complete |                                    |                          |                |               |                |               |                |                                         |               |                     |  |
|----------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------|----------------|---------------|----------------|---------------|----------------|-----------------------------------------|---------------|---------------------|--|
| Fund No.                                                                                                                               | Fund                               | Fund Balance<br>06-30-16 |                | Revenues      |                | Expenses      |                | Year to-Date<br>Deficit or<br>Carryover |               | Ending Fund Balance |  |
|                                                                                                                                        |                                    | YTD<br>Actual            | % of<br>Budget | YTD<br>Actual | % of<br>Budget | YTD<br>Actual | % of<br>Budget | Reserved <sup>1</sup>                   | Unreserved    |                     |  |
| 010                                                                                                                                    | GENERAL FUND                       | \$ 17,398,147            | 88%            | \$ 32,185,429 | 88%            | \$ 34,519,303 | 88%            | \$ (2,333,874)                          | \$ 1,033,540  | \$ 14,030,733       |  |
| TOTAL GENERAL FUND                                                                                                                     |                                    | \$ 17,398,147            | 88%            | \$ 32,185,429 | 88%            | \$ 34,519,303 | 88%            | \$ (2,333,874)                          | \$ 1,033,540  | \$ 14,030,733       |  |
| 202                                                                                                                                    | STREET MAINTENANCE                 | 1,662                    | 76%            | 578,693       | 76%            | 530,107       | 83%            | 48,586                                  | \$ -          | \$ 50,248           |  |
| 205                                                                                                                                    | PUBLIC SAFETY/SUPPL. LAW           | 25,185                   | 96%            | 96,347        | 96%            | 113,192       | 77%            | (16,845)                                | -             | 8,340               |  |
| 206                                                                                                                                    | COMMUNITY DEVELOPMENT              | 2,778,585                | 98%            | 4,297,403     | 98%            | 4,239,289     | 78%            | 58,114                                  | 319,829       | 2,516,870           |  |
| 207                                                                                                                                    | GENERAL PLAN UPDATE                | 1,045,698                | 104%           | 681,939       | 104%           | 509,651       | 47%            | 172,288                                 | 329,007       | 888,979             |  |
| 210                                                                                                                                    | COMMUNITY REC CENTERS START-UP     | 298                      | 0%             | -             | 0%             | -             | -              | -                                       | -             | 298                 |  |
| 215 / 216                                                                                                                              | CDBG                               | 67,727                   | 31%            | 21,724        | 31%            | 28,099        | 0%             | (6,375)                                 | 10,501        | 50,851              |  |
| 225                                                                                                                                    | ASSET SEIZURE                      | 66,884                   | 40040%         | 66,866        | 40040%         | -             | 0%             | 66,866                                  | -             | 133,750             |  |
| 229                                                                                                                                    | LIGHTING AND LANDSCAPE             | 160,501                  | 54%            | 100,109       | 54%            | 147,991       | 72%            | (47,883)                                | 24,566        | 88,052              |  |
| 230                                                                                                                                    | COMMUNITY FACILITIES DISTRICT      | 36,575                   | 51%            | 21,554        | 51%            | 15,819        | 0%             | 5,735                                   | 1,689         | 40,621              |  |
| 232                                                                                                                                    | ENVIRONMENTAL PROGRAMS             | 323,595                  | 90%            | 344,651       | 90%            | 506,101       | 153%           | (161,450)                               | 5,090         | 157,055             |  |
| 234                                                                                                                                    | MOBILE HOME PK RENT STAB.          | 35,998                   | 152%           | 5,823         | 152%           | 748           | 89%            | 5,075                                   | -             | 41,073              |  |
| 235                                                                                                                                    | SENIOR HOUSING                     | 218,348                  | 190%           | 2,070         | 190%           | -             | 0%             | 2,070                                   | -             | 220,418             |  |
| 236                                                                                                                                    | HOUSING MITIGATION                 | 2,632,682                | 173%           | 2,777,465     | 173%           | 2,987,566     | 90%            | (210,101)                               | 113,136       | 2,309,445           |  |
| 240                                                                                                                                    | EMPLOYEE ASSISTANCE                | 43,179                   | 81%            | 24,407        | 81%            | 30,648        | 74%            | (6,242)                                 | -             | 36,937              |  |
| 247                                                                                                                                    | ENVIRONMENT REMEDIATION            | 147,550                  | 190%           | 1,399         | 190%           | -             | 0%             | 1,399                                   | -             | 148,949             |  |
| 250                                                                                                                                    | COMH-SUCCESSOR AGENCY-MHRDA        | 3,958,263                | 124%           | 9,081,928     | 124%           | 8,586,928     | 97%            | 495,000                                 | 12,127,430    | (7,674,167)         |  |
| 255                                                                                                                                    | HOUSING SUCCESSOR AGENCY           | 3,901,936                | 44%            | 553,626       | 44%            | 866,210       | 31%            | (312,584)                               | 2,525,636     | 1,063,716           |  |
| TOTAL SPECIAL REVENUE FUNDS                                                                                                            |                                    | \$ 15,444,667            | 111%           | \$ 18,656,003 | 111%           | \$ 18,562,349 | 80%            | \$ 93,654                               | \$ 15,456,884 | \$ 81,436           |  |
| 301                                                                                                                                    | PARK DEV. IMPACT FUND              | 7,162,036                | 62%            | 2,098,459     | 62%            | 1,308,699     | 15%            | 789,759                                 | 4,502,513     | 3,449,283           |  |
| 302                                                                                                                                    | PARK MAINTENANCE                   | 5,404,028                | 91%            | 944,289       | 91%            | 833,764       | 88%            | 110,525                                 | 18,186        | 5,496,367           |  |
| 303                                                                                                                                    | LOCAL DRAINAGE                     | 7,080,630                | 75%            | 1,218,979     | 75%            | 19,911        | 72%            | 1,199,067                               | -             | 8,279,697           |  |
| 304                                                                                                                                    | LOCAL DRAINAGE/NON-AB1600          | 1,150,352                | 191%           | 161,715       | 191%           | 19,497        | 36%            | 142,218                                 | -             | 1,292,569           |  |
| 306                                                                                                                                    | AGRICULTURE AND OPEN SPACE PRESERV | 6,612,245                | 13%            | 252,679       | 13%            | 827,532       | 0%             | (574,853)                               | 117,062       | 5,920,330           |  |
| 308                                                                                                                                    | STREET CIP                         | 955,386                  | 48%            | 1,317,192     | 48%            | 138,924       | 3%             | 1,178,268                               | 34,806        | 2,098,848           |  |
| 309                                                                                                                                    | TRAFFIC IMPACT FUND                | 5,109,589                | 39%            | 537,074       | 39%            | 1,099,655     | 54%            | (562,581)                               | 491,335       | 4,055,673           |  |
| 311                                                                                                                                    | POLICE IMPACT FUND                 | 44,712                   | 39%            | 105,956       | 39%            | 268,541       | 99%            | (162,585)                               | -             | (117,873)           |  |
| 313                                                                                                                                    | FIRE IMPACT FUND                   | 3,681,468                | 89%            | 123,500       | 89%            | 1,229         | 5%             | 122,271                                 | -             | 3,803,739           |  |
| 346                                                                                                                                    | PUBLIC FACILITIES NON-AB1600       | 1,272,644                | 100%           | 787,382       | 100%           | 636,190       | 21%            | 151,191                                 | -             | 1,423,835           |  |
| 347                                                                                                                                    | PUBLIC FACILITIES IMPACT FUND      | 268,285                  | 38%            | 69,980        | 38%            | 1,168         | 0%             | 68,812                                  | 285,919       | 51,178              |  |
| 348                                                                                                                                    | LIBRARY IMPACT FUND                | 2,171,424                | 45%            | 368,867       | 45%            | 355,759       | 56%            | 13,108                                  | -             | 2,184,532           |  |
| 350                                                                                                                                    | UNDERGROUNDING                     | 318,891                  | 81%            | 897,326       | 81%            | 715,405       | 65%            | 181,921                                 | 439,806       | 61,005              |  |
| 355                                                                                                                                    | SCHOOL PEDESTRIAN/TRAFFIC SFTY     | 998,252                  | 127%           | 847,083       | 127%           | 29,131        | 3%             | 817,952                                 | -             | 1,816,204           |  |
| 360                                                                                                                                    | COMM/REC CTR IMPACT FUND           | 37,257                   | 17%            | 210,458       | 17%            | 1,212         | 0%             | 209,246                                 | -             | 246,504             |  |
| TOTAL CAPITAL PROJECT FUNDS                                                                                                            |                                    | \$ 42,267,197            | 57%            | \$ 9,940,939  | 57%            | \$ 6,256,618  | 25%            | \$ 3,684,321                            | \$ 5,889,627  | \$ 40,061,891       |  |
| 420                                                                                                                                    | CIVIC CENTER DEBT                  | 159,200                  | 91%            | 274,963       | 91%            | 297,353       | 100%           | (22,390)                                | 17            | 136,792             |  |
| 441                                                                                                                                    | POLICE FACILITY BOND DEBT          | 94,402                   | 101%           | 382,878       | 101%           | 382,700       | 101%           | 178                                     | 22            | 94,558              |  |
| 545                                                                                                                                    | COCHRANE BUSINESS PARK             | 11,196                   | 190%           | 106           | 190%           | -             | 0%             | 106                                     | -             | 11,302              |  |
| TOTAL DEBT SERVICE FUNDS                                                                                                               |                                    | \$ 264,797               | 97%            | \$ 657,947    | 97%            | \$ 680,054    | 101%           | \$ (22,106)                             | \$ 39         | \$ 242,652          |  |

| <div><div>CITY OF MORGAN HILL</div></div> <div>City of Morgan Hill<br/>Fund Activity Summary - Fiscal Year 2016-17<br/>For the Eleven Months Ended May 31, 2017<br/>92% of Year Complete</div> |      |                          |               |                |               |                |                                         |                       |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------------|---------------|----------------|---------------|----------------|-----------------------------------------|-----------------------|------------|
| Fund<br>No.                                                                                                                                                                                                                                                                       | Fund | Fund Balance<br>06-30-16 | Revenues      |                | Expenses      |                | Year to-Date<br>Deficit or<br>Carryover | Ending Fund Balance   |            |
|                                                                                                                                                                                                                                                                                   |      |                          | YTD<br>Actual | % of<br>Budget | YTD<br>Actual | % of<br>Budget |                                         | Reserved <sup>1</sup> | Unreserved |
|                                                                                                                                                                                                                                                                                   |      |                          |               |                |               |                |                                         |                       |            |

|                               |                          |                      |            |                      |            |                       |                     |           |                   |  |
|-------------------------------|--------------------------|----------------------|------------|----------------------|------------|-----------------------|---------------------|-----------|-------------------|--|
| 640                           | SEWER OPERATIONS         | \$ 3,137,175         | 86%        | \$ 8,958,339         | 83%        | \$ 114,513            | 102,553             |           | 3,149,134         |  |
| 641                           | SEWER IMPACT FUND*       | 14,119,765           | 29%        | 1,672,216            | 18%        | (301,697)             | 975,579             |           | 12,842,490        |  |
| 642                           | SEWER RATE STABILIZATION | 2,478,572            | 649%       | 59,917               | 92%        | 56,507                | -                   |           | 2,535,079         |  |
| 643                           | SEWER-CAPITAL PROJECTS   | 9,630,531            | 93%        | 2,483,417            | 43%        | (766,750)             | 170,664             |           | 8,693,117         |  |
| 650                           | WATER OPERATIONS         | 1,593,089            | 96%        | 9,621,958            | 77%        | 955,731               | 464,758             |           | 2,084,062         |  |
| 651                           | WATER IMPACT FUND*       | 4,540,130            | 39%        | 508,310              | 26%        | (878,172)             | 305,484             |           | 3,356,474         |  |
| 652                           | WATER RATE STABILIZATION | 36,701               | 92%        | 460,889              | 84%        | 460,361               | -                   |           | 497,062           |  |
| 653                           | WATER -CAPITAL PROJECT   | 4,050,727            | 93%        | 890,267              | 55%        | (2,505,404)           | 459,759             |           | 1,085,564         |  |
| <b>TOTAL ENTERPRISE FUNDS</b> |                          | <b>\$ 39,586,690</b> | <b>78%</b> | <b>\$ 24,655,313</b> | <b>53%</b> | <b>\$ (2,864,910)</b> | <b>\$ 2,478,798</b> | <b>\$</b> | <b>34,242,982</b> |  |

|                                     |                          |                      |            |                     |            |                   |                   |           |                   |  |
|-------------------------------------|--------------------------|----------------------|------------|---------------------|------------|-------------------|-------------------|-----------|-------------------|--|
| 730                                 | INFORMATION SERVICES     | \$ 384,159           | 93%        | \$ 1,473,653        | 65%        | \$ 332,741        | \$ 90,790         |           | \$ 626,110        |  |
| 740                                 | BUILDING MAINTENANCE     | 209,188              | 93%        | 2,815,205           | 86%        | 92,415            | 146,475           |           | 155,128           |  |
| 741                                 | BUILDING REPLACEMENT     | 2,472,241            | 96%        | 434,999             | 76%        | (441,011)         | 191,902           |           | 1,839,328         |  |
| 745                                 | CIP ENGINEERING          | 34,049               | 62%        | 1,130,449           | 68%        | (112,026)         | 3,355             |           | (81,332)          |  |
| 760                                 | UNEMPLOYMENT             | 177,459              | 194%       | 13,943              | 70%        | (12,328)          | -                 |           | 165,131           |  |
| 770                                 | WORKERS COMPENSATION     | 1,357,898            | 96%        | 707,414             | 56%        | 260,800           | 30,000            |           | 1,588,698         |  |
| 790                                 | EQUIPMENT REPLACEMENT    | 4,348,478            | 97%        | 967,371             | 58%        | (325,952)         | 27,011            |           | 3,995,515         |  |
| 791                                 | EMPLOYEE BENEFITS FUNDS  | 464,099              | 98%        | 1,168,335           | 89%        | 688,340           | -                 |           | 1,152,439         |  |
| 793                                 | CORP YARD COMMISSION     | (3,934)              | 0%         | 1,010               | 0%         | (5,356)           | -                 |           | (9,290)           |  |
| 795                                 | GEN. LIABILITY INSURANCE | 990,072              | 92%        | 790,476             | 85%        | (64,817)          | -                 |           | 925,255           |  |
| <b>TOTAL INTERNAL SERVICE FUNDS</b> |                          | <b>\$ 10,433,709</b> | <b>89%</b> | <b>\$ 9,490,527</b> | <b>73%</b> | <b>\$ 412,804</b> | <b>\$ 489,532</b> | <b>\$</b> | <b>10,356,981</b> |  |

#### SUMMARY BY FUND TYPE

|                         |                       |                      |            |                      |            |                       |                      |           |                   |  |
|-------------------------|-----------------------|----------------------|------------|----------------------|------------|-----------------------|----------------------|-----------|-------------------|--|
| GENERAL FUND GROUP      | \$ 17,398,147         | \$ 32,185,429        | 88%        | \$ 34,519,303        | 88%        | \$ (2,333,874)        | \$ 1,033,540         | \$        | 14,030,733        |  |
| SPECIAL REVENUE GROUP   | 15,444,667            | 18,656,003           | 111%       | 18,562,349           | 80%        | 93,654                | 15,456,884           |           | 81,436            |  |
| DEBT SERVICE GROUP      | 264,797               | 657,947              | 97%        | 680,054              | 101%       | (22,106)              | 39                   |           | 242,652           |  |
| CAPITAL PROJECTS GROUP  | 42,287,197            | 9,940,939            | 57%        | 6,256,618            | 25%        | 3,684,321             | 5,889,627            |           | 40,061,891        |  |
| ENTERPRISE GROUP        | 39,586,690            | 24,655,313           | 78%        | 27,520,223           | 53%        | (2,864,910)           | 2,478,798            |           | 34,242,982        |  |
| INTERNAL SERVICE GROUP  | 10,433,709            | 9,490,527            | 89%        | 9,077,723            | 73%        | 412,804               | 489,532              |           | 10,356,981        |  |
| <b>TOTAL ALL GROUPS</b> | <b>\$ 125,395,207</b> | <b>\$ 95,586,158</b> | <b>84%</b> | <b>\$ 96,616,269</b> | <b>64%</b> | <b>\$ (1,030,112)</b> | <b>\$ 25,348,420</b> | <b>\$</b> | <b>99,016,676</b> |  |

For Enterprise Funds: Unrestricted fund balance = Fund balance net of fixed assets and long-term liabilities.

\*Unreserved fund balance includes bond proceeds reserved for projects listed in bond documents.

<sup>1</sup> Amount restricted for encumbrances, fixed asset replacement, long-term receivables, and bond reserves.

<sup>2</sup> Amount restricted for debt service payments and AB1600 capital expansion projects as detailed in the City's five year CIP Plan and bond agreements.

# DRAFT



## Meeting Minutes City Council

*Steve Tate - Mayor*  
*Larry Carr - Mayor Pro Tem*  
*Rich Constantine - Council Member*  
*Caitlin Jachimowicz - Council Member*  
*Rene Spring - Council Member*

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**Wednesday, June 21, 2017 5:30 PM**

**Council Chamber**  
**17555 Peak Avenue, Morgan Hill, CA 95037**

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### **SPECIAL/REGULAR MEETING**

(5:30 Council/Commissioner Sexual Harassment Training / 6:00 P.M. Commission Interviews / 7:00 P.M. Regular Meeting)

### **SPECIAL MEETING**

A special meeting of the City Council was called at 5:30 p.m. for the purpose of conducting sexual harassment training and commission interviews.

**5:30 P.M.**

### **CALL TO ORDER**

Mayor Tate called the special meeting to order at 5:31 p.m.

### **ROLL CALL ATTENDANCE**

Deputy City Clerk Michelle Wilson called the roll.

| Attendee Name | Title | Status  | Arrived |
|---------------|-------|---------|---------|
| Steve Tate    | Mayor | Present |         |

Minutes Acceptance: Minutes of Jun 21, 2017 5:30 PM (CONSENT CALENDAR)

|                     |                |         |  |
|---------------------|----------------|---------|--|
| Larry Carr          | Mayor Pro Tem  | Present |  |
| Rich Constantine    | Council Member | Present |  |
| Caitlin Jachimowicz | Council Member | Present |  |
| Rene Spring         | Council Member | Present |  |

## **DECLARATION OF POSTING AGENDA**

Deputy City Clerk Michelle Wilson declared the posting of the agenda.

## **SEXUAL HARASSMENT TRAINING**

5:30 p.m.

City Attorney Donald Larkin facilitated the supplemental sexual harassment training for the elected officials and commissioners.

## **COMMISSION INTERVIEWS**

### **1. INTERVIEWS TO FILL ONE (1) VACANCY ON THE LIBRARY, CULTURE, AND ARTS COMMISSION AND ONE (1) VACANCY ON THE PLANNING COMMISSION**

Recommendation:

1. Discuss the characteristics/traits that a successful applicant(s) would possess;
2. Conduct Interviews;
3. Council Members identify top applicant(s) and provide recommendation to the Mayor; and
4. Discuss and/or appoint applicant(s).

6:00 p.m.

The City Council discussed the traits they are looking for in successful commission applicants.

The City Council interviewed the following applicants for the Planning Commission:

Troy Knapp  
Juan Miguel Munoz-Morris  
Michael Robertson

The City Council interviewed the following applicants for the Library, Culture, and Arts Commission:

Brigitte Crawford  
Tim Hennessey

### **MOTION:**

Appointing Brigitte Crawford to the Library, Culture, and Arts Commission and appointing Juan Miguel Munoz-Morris to the Planning Commission.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>APPOINTED [UNANIMOUS]</b>                 |
| <b>MOVER:</b>    | Rene Spring, Council Member                  |
| <b>SECONDER:</b> | Rich Constantine, Council Member             |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

## **REGULAR MEETING**

7:00 p.m.

Mayor Tate called a recess at 6:58 p.m.

The regular meeting was convened at 7:04 p.m.

## **SILENT INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **CITY COUNCIL REPORTS**

Mayor Pro Tem Carr shared that at the last City Council meeting he mentioned that the Valley Transportation Authority (VTA) had just approved its budget which includes a small fare increase. There is a base fare increase and new free VTA to VTA transfers, however, the transfer must take place within two hours and you need to have a clipper card. He encouraged the community to move to the clipper card, if they hadn't already as it is much easier to use. He shared that the VTA Board also changed the way that the eco-pass will work, particularly for students. The rates will go up and will then be frozen for four years. Right now, youth can buy a summer pass for \$75.00, but you can only purchase that pass until July 15th.

Mayor Tate thanked Mayor Pro Tem Carr for filling in at the last Council Meeting.

## **CITY MANAGER'S REPORT**

City Manager Steve Rymer recognized Economic Development Coordinator John Lang for living the City's core values of innovation, meeting challenges, teamwork, and customer service.

He announced that the City has provided information for item 12, District Elections, in both English and Spanish as well as Spanish translation services. He announced that the annual youth triathlon will take place this Saturday at the Aquatics Center.

He shared that cooling centers are open at the Community and Cultural Center and Centennial Recreation Center and that the City has re-opened the interactive fountain at the Community and Cultural Center. Due to the extreme heat, the fountain will be open this Friday from 10:00 a.m. to 2:00 p.m. He announced that the Aquatics Center is also open.

He reminded the community that fireworks are illegal in the City of Morgan Hill and commented that the City Council, as well as our Police Department, will be making sure that we have a safe community throughout the holiday.

He concluded by speaking to the evening's supplements and presentations.

## **CITY ATTORNEY'S REPORT**

City Attorney Donald Larkin shared that he is looking forward to attending the Coffee with the Mayor on Saturday.

## **OTHER REPORTS**

Mayor Tate shared he will be having a coffee with the Mayor on Saturday at 10:00 a.m. at Grinds, Vines, and Automobiles and that City Attorney Donald Larkin will be his guest. He reported that based on the



votes of the Council Members, he recommends that Brigitte Crawford be appointed to the Library, Culture, and Arts commission.

Council Member Jachimowicz shared that a community member took a picture of her small white dog on our large blue chair at the pop-up park and sent it to Ellen Degeneres who then re-tweeted it. So our public art in our pop-up park got some national attention this week.

## **PRESENTATIONS**

YAC Presentation - Asset #10 Safety

## **PUBLIC COMMENT**

The public comment was opened at 7:22 p.m.

Brian Faircloth was called to speak.

There being no further requests to speak, the public comment was closed.

## **ADOPTION OF AGENDA**

### **MOTION:**

Adopting the agenda as posted.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                   |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Larry Carr, Mayor Pro Tem                    |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

## **CONSENT CALENDAR**

### **MOTION:**

Approving consent calendar items 2 through 9 and 11.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Larry Carr, Mayor Pro Tem                    |
| <b>SECONDER:</b> | Caitlin Jachimowicz, Council Member          |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

## **2. SECOND AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT WITH HARRIS & ASSOCIATES FOR LAND DEVELOPMENT REVIEW**

Recommendation:

Adopt resolution:

1. Approving the Second Amendment to the professional service agreement with Harris & Associates for land development review services to increase the fee by \$110,000 for a total not-to-exceed amount of \$175,000 and extending the term of the agreement through June 30, 2018; and
2. Authorizing the City Manager to execute the Second Amendment.

**3. UTILITY BILLING - PRINTING, MAILING, AND ELECTRONIC BILL PRESENTMENT AND PAYMENT (EBPP) SERVICES**

Recommendation:

Authorize the City Manager to execute an agreement with Infosend not to exceed \$158,752, for utility bill printing, mailing, and electronic bill presentment and payment services.

**4. AWARD HVAC MAINTENANCE AND REPAIR AGREEMENT**

Recommendation:

Approve the following actions:

1. Award a Maintenance Services Agreement to Mechanical Technologies Corporation dba MTECH Corp for \$104,394 (\$52,197 annually for preventative maintenance for a Two-Year Period plus additional repair costs to be performed on an as-needed basis and pre-approved by City Maintenance Staff) Subject to Future Annual Budget Appropriations by the City Council; and
2. Authorize the City Manager to execute and administer that certain Maintenance Services Agreement with Mechanical Technologies Corp. dba MTECH Corp.

**5. RESOLUTION DECLARING END OF LEVEL 1 WATER SUPPLY SHORTAGE CONDITION**

Recommendation:

Adopt resolution declaring end of level 1 water supply shortage condition.

**6. ADOPT ORDINANCE 2049, AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING DEVELOPMENT AGREEMENT, DA2017-0002: BUTTERFIELD MWEST FOR APPROXIMATELY 39 ACRES IN THE MORGAN HILL RANCH BUSINESS PARK. THE PROPERTIES ARE LOCATED ON THE WEST SIDE OF BUTTERFIELD BOULEVARD BETWEEN JARVIS DRIVE AND DIGITAL DRIVE (APN'S 726-25-046, -047, -059, -066, -067, -070, -073, -078 AND -079)**

Recommendation:

Waive the reading, adopt Ordinance No. 2249, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

**7. APPROVE THE MAY 17, 2017 MEETING MINUTES**

Recommendation:

Approve Minutes.

**8. APPROVE THE MAY 19, 2017 MEETING MINUTES**

Recommendation:

Approve Minutes.

**9. APPROVE THE MAY 24, 2017 MEETING MINUTES**

Recommendation:

Approve Minutes.

**10. ITEM PULLED FOR DISCUSSION****11. APRIL 2017 FINANCIAL AND INVESTMENT REPORT**

Recommendation:

Accept and file report.

**ITEMS PULLED FOR DISCUSSION****10. COMMISSION FISCAL YEAR 17/18 WORK PLANS**

Recommendation:

1. Approve the proposed Parks and Recreation Commission FY 2017/18 Work Plan; and
2. Approve the proposed Library, Culture and Arts Commission FY 2017/18 Work Plan.

The public comment was opened at 7:27 p.m.

Larene Green was called to speak.

There being no further requests to speak, the public comment was closed.

**MOTION:**

Approving the recommended action.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Caitlin Jachimowicz, Council Member          |
| <b>SECONDER:</b> | Larry Carr, Mayor Pro Tem                    |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**PUBLIC HEARING****12. CITY COUNCIL TRANSITION TO BY-DISTRICT ELECTIONS**

Recommendation:

Open/close the public hearing.

Council Services and Records Manager Michelle Wilson and Communications and Engagement Manager Maureen Tobin presented the report.

The public hearing was opened at 7:37 p.m. The following people were called to speak.

Sally Casas

Doug Muirhead

Jonathan Brusco

Armando Benavides

Brian Faircloth

There being no further requests to speak, the public hearing was closed.

|                |                        |
|----------------|------------------------|
| <b>RESULT:</b> | <b>NO ACTION TAKEN</b> |
|----------------|------------------------|

### **13. CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1 RESOLUTION ORDERING ANNUAL ASSESSMENTS AND RELATED ACTIONS**

Recommendation:

1. Open and close the Public Hearing; and
2. Adopt resolution confirming Fiscal Year 17/18 annual assessments and ordering the levy of assessments for the District.

Community Services Director Chris Ghione presented the report.

The public hearing was opened at 7:54 p.m.

There being no requests to speak, the public hearing was closed.

#### **MOTION:**

Approving the recommended action.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                   |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Larry Carr, Mayor Pro Tem                    |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

## **OTHER BUSINESS**

### **14. DOWNTOWN SPECIAL EVENTS AND STREET CLOSURES**

Recommendation:

Approve the proposed Downtown Special Events Street Closure Policy.

Community Services Coordinator Nichole Martin presented the report.

The public comment was opened at 8:24 p.m. The following people were called to speak.

Sanjar Chakamian

Rocke Garcia

Julia Wolfsmith

John Horner

Kathy Sullivan

Bob Benevento

John McKay

Brittney Sherman

There being no further requests to speak, the public comment was closed.

Mayor Tate called a recess at 9:06 p.m.

The meeting was reconvened at 9:15 p.m.

**RESULT: NO ACTION TAKEN**

## **15. MEMORANDUM OF UNDERSTANDING WITH THE MORGAN HILL HISTORICAL SOCIETY**

Recommendation:

Authorize the City Manager to execute and subsequently administer a memorandum of understanding with the Morgan Hill Historical Society for the operation of Villa Mira Monte.

Community Services Director Chris Ghione presented the report.

The public comment was opened at 9:21 p.m.

Kathy Sullivan was called to speak.

There being no further requests to speak, the public comment was closed.

### **MOTION:**

Approving the recommended action.

**RESULT: AUTHORIZED [UNANIMOUS]**  
**MOVER:** Rich Constantine, Council Member  
**SECONDER:** Larry Carr, Mayor Pro Tem  
**AYES:** Tate, Carr, Constantine, Jachimowicz, Spring

## **16. PARKS AND RECREATION CAPITAL FUNDING REPORT**

Recommendation:

Adopt resolution amending the Fiscal Year 2017/18 Budget appropriating funding for capital improvement projects relating to park and recreation facilities.

Community Services Director Chris Ghione presented the report.

The public comment was opened at 9:41p.m. The following people were called to speak.

Kathy Sullivan

Doug Muirhead

There being no further requests to speak, the public comment was closed.

### **MOTION:**

Approving the recommended action.

**RESULT: ADOPTED [UNANIMOUS]**  
**MOVER:** Rich Constantine, Council Member  
**SECONDER:** Larry Carr, Mayor Pro Tem  
**AYES:** Tate, Carr, Constantine, Jachimowicz, Spring

## **17. DEVELOPMENT OF A USE TAX INCENTIVE PROGRAM**

Recommendation:



1. Waive the first and second reading of the ordinance amending Title 3 of the Morgan Hill Municipal Code to add a new Chapter 3.21 to create a use tax incentive program; and
2. Introduce the ordinance.

Economic Development Coordinator John Lang presented the report.

The public comment was opened at 10:02 p.m.

There being no requests to speak, the public comment was closed.

**MOTION:**

Waiving the first and second reading of the ordinance.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>WAIVED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Caitlin Jachimowicz, Council Member          |
| <b>SECONDER:</b> | Rich Constantine, Council Member             |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**MOTION**

Introducing the ordinance.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Caitlin Jachimowicz, Council Member          |
| <b>SECONDER:</b> | Larry Carr, Mayor Pro Tem                    |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**18. IMPLEMENTATION OF A DEVELOPMENT IMPACT FEE FREEZE PROGRAM**

Recommendation:

Adopt resolution freezing development impact fees based upon Fiscal Year 16/17 for new commercial or industrial development for the next three years through fiscal year FY 19/20 in order to stimulate new development in Morgan Hill.

Economic Development Coordinator John Lang presented the report.

The public comment was opened at 10:26 p.m.

John Horner was called to speak.

There being no further requests to speak, the public comment was closed.

**MOTION:**

Adopting the resolution amending section 3 to read that the City Council hereby resolves to freeze development impact fees using the 2016/2017 fee schedule for new commercial and industrial development for three years through fiscal year 2019/2020 for projects with a development agreement that provide a public benefit, including a requirement that the developer secure a building permit no later than June 30, 2020.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                   |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Rene Spring, Council Member                  |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**MOTION**

Extending the meeting until 11:45 p.m.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>EXTENDED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Rene Spring, Council Member                  |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**PUBLIC HEARING**

**19. CONTINUATION OF ADOPTION OF ORDINANCE 2247, NEW SERIES, AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO DEVELOPMENT AGREEMENT DA 14-10 (AAE2017-0018): DUNNE BUSK GRANTING A SIX-MONTH EXTENSION FOR SEVEN (7) FISCAL YEAR 2015-2016 AND FIVE (5) FISCAL YEAR 2016-2017 BUILDING ALLOTMENTS (APN 817-19-044)**

Recommendation:

Waive the reading, adopt Ordinance No. 2247, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

The public hearing was opened at 10:51 p.m.  
There being no requests to speak, the public hearing was closed.

**MOTION:**

Adopting the ordinance with an amendment to section 5 to read that the new language supercedes any previous language

|                  |                                  |
|------------------|----------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [3 TO 2]</b>          |
| <b>MOVER:</b>    | Rich Constantine, Council Member |
| <b>SECONDER:</b> | Steve Tate, Mayor                |
| <b>AYES:</b>     | Tate, Carr, Constantine          |
| <b>NAYS:</b>     | Jachimowicz, Spring              |

**20. APPROVE RDCS COMPETITION MANUAL - SECTION I, II, AND IV**

Recommendation:

Adopt resolution approving RDCS Competition Manual Section I – Competition Manual Overview, Section II – Competition Criteria Summary, and Section IV – RDCS Implementation Policies.

Principal Planner John Baty and Interim Principal Planner Gina Paolini presented the report.

The public hearing was opened at 11:17 p.m.  
There being no requests to speak, the public hearing was closed.

**MOTION:**

Approving the recommended action.

Minutes Acceptance: Minutes of Jun 21, 2017 5:30 PM (CONSENT CALENDAR)

**RESULT:** ADOPTED [UNANIMOUS]  
**MOVER:** Rich Constantine, Council Member  
**SECONDER:** Rene Spring, Council Member  
**AYES:** Tate, Carr, Constantine, Jachimowicz, Spring

**21. DEVELOPMENT AGREEMENT AMENDMENTS FOR EAH AFFORDABLE HOUSING SCATTERED SITE PROJECT A. AAE2017-0023 (DAA-15-06): MONTEREY – EAH; B. AAE2017-0024 (DAA-15-07): CIOLINO – EAH; AND AAE2017-0025 (DAA-15-08): EAST DUNNE - EAH**

Recommendation:

1. Open/close public hearing on Development Agreement Amendment requests A through C;
2. Waive first and second reading of Development Agreement Amendment Ordinances A, B, and C incorporating extension of allotments due to rain delays; and
3. Introduce Development Agreement Amendment Ordinances A, B, and C (by individual roll call vote.)

Interim Principal Planner Gina Paolini presented the report.

The public hearing was opened at 11:21 p.m.  
 There being no requests to speak, the public hearing was closed.

**MOTION:**

Waiving the first and second reading of ordinances A, B, and C.

**RESULT:** WAIVED [UNANIMOUS]  
**MOVER:** Rich Constantine, Council Member  
**SECONDER:** Larry Carr, Mayor Pro Tem  
**AYES:** Tate, Carr, Constantine, Jachimowicz, Spring

**MOTION**

Introducing ordinance A.

**RESULT:** INTRODUCED [UNANIMOUS]  
**MOVER:** Rich Constantine, Council Member  
**SECONDER:** Larry Carr, Mayor Pro Tem  
**AYES:** Tate, Carr, Constantine, Jachimowicz, Spring

**MOTION**

Introducing ordinance B.

**RESULT:** INTRODUCED [UNANIMOUS]  
**MOVER:** Rich Constantine, Council Member  
**SECONDER:** Larry Carr, Mayor Pro Tem  
**AYES:** Tate, Carr, Constantine, Jachimowicz, Spring

**MOTION**

Introducing ordinance C.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Larry Carr, Mayor Pro Tem                    |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**22. DEVELOPMENT AGREEMENT AMENDMENT, AAE2017-0013, ZONING AMENDMENT, AAE2017-0021: BUTTERFIELD - DIVIDEND: REQUEST FOR APPROVAL OF A DEVELOPMENT AGREEMENT AMENDMENT AND ZONING AMENDMENT; ADD SIX LOTS AND APPROVE EXTENSION TO THE COMMENCEMENT OF CONSTRUCTION DEADLINES. THE PROPERTY IS LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF BUTTERFIELD BOULEVARD AND EAST CENTRAL AVENUE. (APN 726-26-005 & 008)**

Recommendation:

1. Open/close public hearing on Development Agreement Amendment and Zoning Amendment requests;
2. Waive first and second reading of Development Agreement Amendment Ordinance adding six lots and incorporating extension of allotments due to rain delays;
3. Introduce Development Agreement Amendment Ordinance;
4. Waive first and second reading of Zoning Amendment Ordinance amendment to Precise Development Plan and Planned Development Overlay; and
5. Introduce Zoning Amendment Ordinance.

Interim Principal Planner Gina Paolini presented the report.

The public hearing was opened at 11:25 p.m.

Dick Oliver was called to speak.

There being no further requests to speak, the public hearing was closed.

**MOTION:**

Waiving the first and second reading of the Development Agreement Amendment Ordinance.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>WAIVED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Rene Spring, Council Member                  |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**MOTION**

Introducing the Development Agreement Amendment Ordinance.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Caitlin Jachimowicz, Council Member          |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

Minutes Acceptance: Minutes of Jun 21, 2017 5:30 PM (CONSENT CALENDAR)

**MOTION**

Waiving the first and second reading of the Zoning Amendment Ordinance.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>WAIVED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Caitlin Jachimowicz, Council Member          |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**MOTION**

Introducing the Zoning Amendment Ordinance.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Caitlin Jachimowicz, Council Member          |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**23. APPROVAL OF AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT AMENDMENT FOR THE MONTEREY GUNTER PROJECT UNDER SETTLEMENT AGREEMENT WITH GUNTER LLC**

Recommendation:

1. Open/close public hearing on Development Agreement Amendment;
2. Waive first and second reading of Development Agreement Amendment Ordinance;
3. Introduce Development Agreement Amendment Ordinance.

City Attorney Donald Larkin presented the report.

The public hearing was opened at 11:31 p.m.

There being no requests to speak, the public hearing was closed.

**MOTION:**

Waiving the first and second reading of the ordinance.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>WAIVED [UNANIMOUS]</b>                    |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Caitlin Jachimowicz, Council Member          |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**MOTION**

Introducing the ordinance.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>INTRODUCED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Rich Constantine, Council Member             |
| <b>SECONDER:</b> | Caitlin Jachimowicz, Council Member          |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |



**CLOSED SESSION**

City Attorney Donald Larkin read the closed session into the record.

**OPPORTUNITY FOR PUBLIC COMMENT**

The public comment was opened at 11:33 p.m.

There being no requests to speak, the public comment was closed.

**ADJOURN TO CLOSED SESSION**

The meeting adjourned to closed session at 11:33 p.m.

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Authority: Pursuant to Government Code Section 54956.9(d)(1)  
Case Name: Morgan Hill Hotel Coalition, et al. v. City of Morgan Hill  
Case Number: Santa Clara County Superior Court Case No: 16-CV-292595  
Court of Appeal, Sixth Appellate District Case No: H043426

**RECONVENE**

The meeting was reconvened at 11:48 p.m.

**CLOSED SESSION ANNOUNCEMENT**

City Attorney Donald Larkin announced that there was no reportable action.

**FUTURE COUNCIL INITIATED AGENDA ITEMS**

None.

**ADJOURNMENT**

The meeting was adjourned at 11:48 p.m.

**Minutes Prepared By:**

Deputy City Clerk, Michelle Wilson



### *Sustainable Morgan Hill Vision*

*Morgan Hill is a socially responsible, environmentally conscious, and economically sound community that embraces inclusiveness with participation by all.*

### **CITY COUNCIL ONGOING PRIORITIES**

Enhancing Public Safety · Protecting the Environment · Maintaining Fiscal Responsibility ·  
Supporting Our Youth, Seniors, and Entire Community · Fostering a Positive Organizational Culture ·  
Preserving and Cultivating Public Trust · Preserving Our Cultural Heritage

### **2017 STRATEGIC PRIORITIES**

**High Speed Rail**

**Inclusiveness**

**Infrastructure**

**Regional Initiatives**

**Telecommunications**

## 2017 STRATEGIC PRIORITIES:



### High Speed Rail

The City of Morgan Hill will directly advocate for our community's needs through our communications, discussions, and decisions. We will continue to engage the community, the High Speed Rail Authority, our state and federal legislators, and other regional agencies to mitigate negative impacts and convey our position that the High Speed Rail Authority should only use the existing Highway 101 right-of-way to avoid all impacts to residents, schools, and businesses. Should the Authority decide the 101 right-of-way is not feasible, we will strongly advocate for the route with the least impact on Morgan Hill.



### Inclusiveness

We will celebrate the diversity, history, and culture of our community. Through City Council workshops, community meetings, and researching successes in other communities, the City will listen to and collaborate with the community to define how inclusiveness will be further woven into our community's fabric and to increase public participation. The City's communications, services, public spaces, and projects will embrace all community members as partners, advancing our vision of being a socially responsible community.



### Infrastructure

The City will review its streets, parks, and public facilities infrastructure needs initially by updating its 2014 infrastructure study to quantify the funding gap. We will identify potential funding options as ongoing revenue is insufficient to fund our vital community assets at a sustainable level without significantly impacting existing service levels that our community has come to expect. Morgan Hill will actively work with the Valley Transportation Agency, the County, and the State to secure funding for the Santa Teresa extension and road maintenance. We will continue to work closely with our community to inform them of the needs and engage them to find an affordable and sustainable solution.



### Regional Initiatives

City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. This regional involvement will include, but not be limited to, partnering with the League of California Cities, Valley Transportation Authority, Santa Clara Valley Water District, Cities Association of Santa Clara County, the City of Gilroy, Santa Clara County, Morgan Hill Unified School District, the Local Agency Formation Commission, the Open Space Authority, and Silicon Valley Clean Energy to advance projects that further Sustainable Morgan Hill.



### Telecommunications

The City will collaborate with the private sector to explore ways to provide fast, reliable access and wireless connectivity for residents and businesses. The 2016 Telecommunications Infrastructure and Economic Development Blueprint reports will be the foundation for continuing discussions with broadband providers, public utilities, and other infrastructure service providers in developing an implementation plan for growing our telecommunications infrastructure. The plan will be used to signal Morgan Hill's support for business expansion.

# DRAFT



## Meeting Minutes City Council

*Steve Tate - Mayor*  
*Larry Carr - Mayor Pro Tem*  
*Rich Constantine - Council Member*  
*Caitlin Jachimowicz - Council Member*  
*Rene Spring - Council Member*

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**Wednesday, June 28, 2017 6:00 PM**

**Council Chamber**  
**17555 Peak Avenue, Morgan Hill, CA 95037**

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### **SPECIAL/REGULAR MEETING**

**(6:00 P.M. Closed Session/ 7:00 P.M. Regular Meeting)**

### **SPECIAL MEETING**

**A special meeting was called for the purpose of conducting a closed session.**

**6:00 P.M.**

### **CALL TO ORDER**

Mayor Tate called the meeting to order at 6:00 p.m.

### **ROLL CALL ATTENDANCE**

Deputy City Clerk Wilson called the roll.

| Attendee Name    | Title          | Status  | Arrived |
|------------------|----------------|---------|---------|
| Steve Tate       | Mayor          | Present |         |
| Larry Carr       | Mayor Pro Tem  | Present |         |
| Rich Constantine | Council Member | Present |         |

|                     |                |         |  |
|---------------------|----------------|---------|--|
| Caitlin Jachimowicz | Council Member | Present |  |
| Rene Spring         | Council Member | Present |  |

## **DECLARATION OF POSTING AGENDA**

Deputy City Clerk Michelle Wilson declared the posting of the agenda.

## **CLOSED SESSION**

City Attorney Donald Larkin read the closed session into the record.

## **OPPORTUNITY FOR PUBLIC COMMENT**

The public comment was opened at 6:01 p.m.

There being no requests to speak, the public comment was closed.

## **ADJOURN TO CLOSED SESSION**

### **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

Authority: Pursuant to CA Govt. Code Section 54956.9(d)(1)

Case Name: Caballero v. City of Morgan Hill

Worker's Compensation Claim Nos:

WCAB ADJ9188774, MHL1400010

WCAB ADJ8606660, MHL1300012

WCAB ADJ8606584, MHL1200006

Case Name: Nelsen v. City of Morgan Hill

Worker's Compensation Claim Nos:

WCAB ADJ9373607, MHL1400026

WCAB ADJ9383549, MHL1400024

WCAB ADJ9383541, MHL1400022

### **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to: Government Code Section 54956.9(d)(2)

Number of Cases: One (1)

## **RECONVENE**

The special meeting reconvened at 7:00 p.m.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Donald Larkin announced that there was no reportable action.



## **REGULAR MEETING**

7:00 P.M.

The regular meeting was called to order at 7:00 p.m.

## **SILENT INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **CITY COUNCIL REPORTS**

Council Member Spring shared that we have a lot of volunteers in our community, and expressed his appreciation to the various groups that provide safe overnight parking for families.

## **CITY MANAGER'S REPORT**

City Manager Steve Rymer recognized the entire team at the Community and Cultural Center led by Jennie Tucker for their outstanding customer service. He wished everyone a safe, relaxing, and fun Fourth of July. He reminded the community that fireworks are illegal in Morgan Hill. The fines have been tripled in order to help promote a safe community.

He concluded by speaking to the evening's supplements and presentations.

## **CITY ATTORNEY'S REPORT**

City Attorney Donald Larkin shared that he is the City's representative for the Association of Bay Area Governments (ABAG). The Board of Directors voted unanimously to change the administrator. As a result, there will be a large increase in cost to the member cities. They are working on a solution that would save the member agencies \$3.2 million.

## **OTHER REPORTS**

None.

## **RECOGNITION**

Tim Hennessey, Library Culture, and Arts Commissioner

## **PUBLIC COMMENT**

The public comment was opened at 7:08 p.m.

Charles Weston was called to speak.

There being no further requests to speak, the public comment was closed.

## **ADOPTION OF AGENDA**

**MOTION**

Adopting the agenda as posted.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                   |
| <b>MOVER:</b>    | Rene Spring, Council Member                  |
| <b>SECONDER:</b> | Caitlin Jachimowicz, Council Member          |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**CONSENT CALENDAR****MOTION:**

Approving consent calendar items 1 through 12.

|                  |                                              |
|------------------|----------------------------------------------|
| <b>RESULT:</b>   | <b>APPROVED [UNANIMOUS]</b>                  |
| <b>MOVER:</b>    | Rene Spring, Council Member                  |
| <b>SECONDER:</b> | Caitlin Jachimowicz, Council Member          |
| <b>AYES:</b>     | Tate, Carr, Constantine, Jachimowicz, Spring |

**1. COPS HIRING GRANT**

Recommendation:

1. Accept report in support of application of the Community Oriented Policing Services Hiring Grant, and
2. Affirm the City's commitment to maintain the position once grant funding expires.

**2. SERVER AND STORAGE REPLACEMENT**

Recommendation:

Approve purchase of replacement server and storage solution from IT Management Corporation for a not to exceed amount of \$246,744.28.

**3. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)/HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) JOINT POWERS AND COOPERATION AGREEMENT**

Recommendation:

Adopt resolution authorizing the City Manager to execute or amend a Joint Powers and Cooperation Agreement ("Agreement") among the County of Santa Clara and a number of local jurisdictions for the term October 1, 2017, through September 30, 2020, with subsequent automatic three-year renewals unless the Agreement is terminated, for purposes of securing federal Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) Funding, following approval by the City Attorney as to form and legality.

**4. APPROVAL OF AMENDMENT TO THE LEGAL SERVICES CONSULTANT AGREEMENT WITH LEONE & ALBERTS FOR LITIGATION SERVICES TO INCREASE THE TOTAL NOT TO EXCEED AMOUNT TO \$95,000**

Recommendation:

Approve the amendment to the legal services consultant agreement with Leone & Alberts for litigation services to increase the total not to exceed amount by \$20,000 to \$95,000.

**5. ADOPT ORDINANCE 2250, NEW SERIES, AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING TITLE 3 OF THE MORGAN HILL MUNICIPAL CODE TO ADD A NEW CHAPTER 3.21 TO CREATE A USE TAX INCENTIVE PROGRAM**

Recommendation:

Waive the reading, adopt Ordinance No. 2250, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

**6. ADOPT ORDINANCE 2251, NEW SERIES, AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO DEVELOPMENT AGREEMENT DA-15-06 (AAE 2017-0023): MONTEREY - EAH EXTENDING THE COMMENCEMENT OF CONSTRUCTION DATE FOR SIX-MONTHS FOR 19 FISCAL YEAR 2016-2017 ALLOTMENTS (APN 817-03-055)**

Recommendation:

Waive the reading, adopt Ordinance No. 2251, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

**7. ADOPT ORDINANCE 2252, NEW SERIES, AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO DEVELOPMENT AGREEMENT DA-15-07 (AAE 2017-0024): CIOLINO - EAH EXTENDING THE COMMENCEMENT OF CONSTRUCTION DATE FOR SIX-MONTHS FOR EIGHT FISCAL YEAR 2016-2017 ALLOTMENTS (APN 767-09-029)**

Recommendation:

Waive the reading, adopt Ordinance No. 2252, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

**8. ADOPT ORDINANCE 2253, NEW SERIES, AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO DEVELOPMENT AGREEMENT DA-15-08 (AAE 2017-0025): EAST DUNNE - EAH EXTENDING THE COMMENCEMENT OF CONSTRUCTION DATE FOR SIX-MONTHS FOR 14 FISCAL YEAR 2016-2017 ALLOTMENTS (APN 817-01-080)**

Recommendation:

Waive the reading, adopt Ordinance No. 2253, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

**9. ADOPT ORDINANCE 2254, NEW SERIES, AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING AN AMENDED DEVELOPMENT AGREEMENT TO DA-14-03 (AAE2017-0013): BUTTERFIELD – DIVIDEND INCORPORATING SIX FISCAL YEAR 2016-2017 ALLOTMENTS TO THE APPROVED 78-UNIT VALENCIA DEVELOPMENT AND EXTENDING THE EXERCISE OF ALLOTMENTS FOR 84 BUILDING ALLOTMENTS (APN 726-26-005 &008)**

Recommendation:

Waive the reading, adopt Ordinance No. 2254, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

**10. ADOPT ORDINANCE 2255, NEW SERIES, AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING THE R-1 (4,500) (PD) AND R-2 (3,000) (PD) PLANNED DEVELOPMENT OVERLAY DISTRICT AND PRECISE DEVELOPMENT PLAN FOR AN 84-UNIT RESIDENTIAL DEVELOPMENT ON A 13.72-ACRE SITE LOCATED ON THE NORTHWEST AND NORTHEAST CORNERS OF THE INTERSECTION OF BUTTERFIELD BOULEVARD AND EAST CENTRAL AVENUE. (APN 726-26-005 &008)**

Recommendation:

Waive the reading, adopt Ordinance No. 2255, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

**11. ADOPT ORDINANCE 2256, NEW SERIES, AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO DEVELOPMENT AGREEMENT DA 06-06 GRANTING A SIX-MONTH EXTENSION FOR 15, FISCAL YEAR 2014-2015 ALLOTMENTS FOR APPLICATION DA 06-06 (AAE2017-0016): MONTEREY - GUNTER (APN 726-23-008)**

Recommendation:

Waive the reading, adopt Ordinance No. 2256, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

**12. APPROVE THE JUNE 7, 2017 MEETING MINUTES**

Recommendation:

Approve Minutes.

## **PUBLIC HEARING**

**13. CITY COUNCIL TRANSITION TO BY-DISTRICT ELECTIONS**

Recommendation:

1. Receive report from National Demographics Corporation;
2. Open/close the public hearing; and
3. Direct staff to work with consultants and the community to identify and define four Council districts in compliance with the California Voting Rights Act and Elections Code section 10010.

Deputy City Clerk Michelle Wilson and Communications and Engagement Manager Maureen Tobin presented the report and introduced Douglas Johnson, President, National Demographics Corporation who continued the report.

The public hearing was opened at 8:09 p.m.

Brian Faircloth was called to speak.

There being no further requests to speak, the public hearing was closed.

**MOTION:**

Approving the recommended action.

**RESULT:** DIRECTED [UNANIMOUS]  
**MOVER:** Caitlin Jachimowicz, Council Member  
**SECONDER:** Rene Spring, Council Member  
**AYES:** Tate, Carr, Constantine, Jachimowicz, Spring

## **OTHER BUSINESS**

### **14. UHC CONDITIONAL AFFORDABLE HOUSING FUNDING RECOMMENDATION**

Recommendation:

Approve conditional funding for the UHC Affordable Housing Project \$750,000, contingent on UHC's ability to obtain the remaining gap funds, subject to an agreement negotiated by the City Attorney.

Housing Manager Rebecca Garcia presented the report.

The public comment was opened at 8:24 p.m.

There being no requests to speak, the public comment was closed.

**MOTION:**

Approving the recommended action.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Rich Constantine, Council Member  
**SECONDER:** Larry Carr, Mayor Pro Tem  
**AYES:** Tate, Carr, Constantine, Jachimowicz, Spring

### **15. ACCEPTANCE OF 2017 PAVEMENT MANAGEMENT SYSTEM REPORT**

Recommendation:

1. Receive report on 2017 Pavement Management System Report; and
2. Accept the 2017 Pavement Management System Report.

Deputy Director of Engineering Scott Creer presented the report and introduced Robert Estimo with AMS Consulting.

The public comment was opened at 8:53 p.m.

There being no further requests to speak, the public comment was closed.

**MOTION:**

Approving the recommended action.

**RESULT:** ACCEPTED [UNANIMOUS]  
**MOVER:** Rich Constantine, Council Member  
**SECONDER:** Larry Carr, Mayor Pro Tem  
**AYES:** Tate, Carr, Constantine, Jachimowicz, Spring

### **16. ENVIRONMENTAL AGENDA REVIEW**

Recommendation:

Accept report and provide direction to staff on future implementation priorities.



The Mayor called a recess at 8:59 p.m.  
The meeting was reconvened at 9:07 p.m.

Program Administrator Anthony Eulo provided the report.

The public comment was opened at 9:27 p.m.  
There being no requests to speak, the public comment was closed.

**RESULT: NO ACTION TAKEN**

## **17. PROVIDE DIRECTION REGARDING WAGE THEFT PREVENTION POLICY**

Recommendation:

1. Provide direction on developing a policy to prohibit contracts with individuals or entities that engage in wage theft, and
2. Provide direction regarding other actions that may be taken to combat wage theft.

City Attorney Donald Larkin provided the report.

The public comment was opened at 9:36 p.m.  
Brian Sullivan was called to speak.  
There being no further requests to speak, the public comment was closed.

**RESULT: NO ACTION TAKEN**

## **FUTURE COUNCIL INITIATED AGENDA ITEMS**

Council Member Spring asked that the team look in to what we can do as a City to reduce the number of homeless residents in the community.

## **ADJOURNMENT**

The meeting was adjourned at 9:40 p.m.

### **Minutes Prepared by:**

Michelle Wilson, Deputy City Clerk



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Enhancing Public Safety · Protecting the Environment · Maintaining Fiscal Responsibility ·  
Supporting Our Youth, Seniors, and Entire Community · Fostering a Positive Organizational Culture ·  
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### **2017 STRATEGIC PRIORITIES**

**High Speed Rail**

**Inclusiveness**

**Infrastructure**

**Regional Initiatives**

**Telecommunications**

## 2017 STRATEGIC PRIORITIES:



### High Speed Rail

The City of Morgan Hill will directly advocate for our community's needs through our communications, discussions, and decisions. We will continue to engage the community, the High Speed Rail Authority, our state and federal legislators, and other regional agencies to mitigate negative impacts and convey our position that the High Speed Rail Authority should only use the existing Highway 101 right-of-way to avoid all impacts to residents, schools, and businesses. Should the Authority decide the 101 right-of-way is not feasible, we will strongly advocate for the route with the least impact on Morgan Hill.



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City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. This regional involvement will include, but not be limited to, partnering with the League of California Cities, Valley Transportation Authority, Santa Clara Valley Water District, Cities Association of Santa Clara County, the City of Gilroy, Santa Clara County, Morgan Hill Unified School District, the Local Agency Formation Commission, the Open Space Authority, and Silicon Valley Clean Energy to advance projects that further Sustainable Morgan Hill.



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The City will collaborate with the private sector to explore ways to provide fast, reliable access and wireless connectivity for residents and businesses. The 2016 Telecommunications Infrastructure and Economic Development Blueprint reports will be the foundation for continuing discussions with broadband providers, public utilities, and other infrastructure service providers in developing an implementation plan for growing our telecommunications infrastructure. The plan will be used to signal Morgan Hill's support for business expansion.



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: David Swing, Police Chief  
APPROVED BY: City Manager

## **PROPOSITION 64 (MARIJUANA) UPDATE**

### **RECOMMENDATION(S)**

1. Open and Close the Public Hearing on the revised marijuana ordinance;
2. Waive the first and second reading;
3. Introduce ordinance revising the Municipal Code restrictions on medical marijuana to restrict both medical and recreational marijuana activities; and
4. Provide direction on a future facilitated marijuana workshop.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Enhancing Public Safety  
Maintaining Fiscal Responsibility  
Preserving and Cultivating Public Trust

### **POLICY CONSIDERATION:**

Should the City consider allowing marijuana manufacturing, cultivation, retail sales, and/or delivery services?

### **REPORT NARRATIVE:**

On February 1, 2017, Council held a workshop on recreational marijuana. At a subsequent meeting on February 15, 2017, Council directed staff to update the municipal code to ensure agreement with Proposition 64 – a proposition approved by California voters in 2016 to legalize the recreational use of marijuana. The purpose of this report is to clarify the municipal code and to continue the conversation related to allowed uses of recreational marijuana as it relates to manufacturing, cultivation, retail sales, and/or delivery.

The proposed changes to the municipal code entail removing any reference to “medical marijuana,” to clarify that the existing marijuana restrictions apply to both medical and recreational marijuana sales, cultivation, and distribution. The proposed revised ordinance (attached) also reflects the change in state law to allow indoor cultivation of up to six marijuana plants for personal use.

Since the passage of Proposition 64 several individuals have approached staff inquiring about the feasibility and/or potential manufacturing, cultivation, or retail sales business opportunities. Staff recommends that further analysis and research be completed to better understand the potential community impacts – including youth access and

impaired driving – and the realities of the impacts without the associated revenue to help address them. To learn more about the recreational marijuana industry, its community impacts, and potential new City revenue, staff contacted HdL Companies (HdL). HdL presently provides counsel to approximately 70 cities throughout California on best practices for marijuana regulation and expectations for potential revenue and impacts. Staff is seeking direction on future uses and recommends another workshop on recreational marijuana facilitated by HdL companies to assist the City Council and community.

To help frame the workshop content, staff desires to compile a list of questions Council would like answered. It is understood that the list of questions is not expected to be final and additional questions will surface during the workshop. Questions from the Council's discussion will start the conversation for a workshop to be scheduled in September.

#### **COMMUNITY ENGAGEMENT: Involve**

The future workshop will involve the community and staff will encourage participation in the conversation surrounding recreational marijuana.

#### **ALTERNATIVE ACTIONS:**

1. Council could choose to not hold a workshop and ask staff to return with a revised ordinance that allows production, cultivation, and/or retail sales.
2. Council could choose to not hold a workshop and ask staff to leave the proposed ordinance in place, which explicitly prohibits all marijuana related uses except those allowed by Proposition 64.
3. Council could appropriate funding to engage the community through a statistically valid survey to gauge the community's interest in various aspects of recreational marijuana.

#### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

On February 1, 2017, Council held a workshop on recreational marijuana to discuss Proposition 64 and related policies. The workshop was for information and discussion only. On May 25, 2011 Council approved an ordinance which prohibited medical marijuana distribution facilities within Morgan Hill. On July 20, 2011 Council approved a resolution in support of the Cities Association of Santa Clara County's request for consistent federal and state regulation of medicinal marijuana.

#### **FISCAL AND RESOURCE IMPACT:**

The recommended actions have no fiscal impact. The time to prepare this staff report and updated ordinance are part of existing staffing resources.

#### **CEQA:**

The proposed ordinance is not a project for CEQA purposes because it maintains the status quo, and it is not reasonably foreseeable that the proposed changes to the City's marijuana ordinance will have a direct or indirect impact on the environment.

#### **LINKS/ATTACHMENTS:**



## 1. Marijuana Ordinance Amendments

**ORDINANCE NO. \_\_\_\_\_, NEW SERIES**

**AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING THE TITLE OF CHAPTER 9.16 (MEDICAL MARIJUANA) AND SECTIONS 9.16.010 (INTENT), 9.16.020 (DEFINITIONS), AND 9.16.030 (PROHIBITED ACTIVITIES) OF TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE MORGAN HILL MUNICIPAL CODE PROHIBITING MARIJUANA CULTIVATION, MARIJUANA DELIVERY SERVICES, AND MARIJUANA DISPENSARIES.**

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:**

**Section 1.** The title of Chapter 9.16 (Medical Marijuana) and sections 9.16.010 (Intent), 9.16.020 (Definitions), and 9.16.030 (Prohibited Activities) of Title 9 (Public Peace, Morals and Welfare) of the Morgan Hill Municipal Code are hereby amended as follows:

**“Chapter 9.16 ~~MEDICAL~~-MARIJUANA**

**9.16.010 - Intent.**

The city council intends that this chapter: (1) is meant to prohibit all activities related to the cultivation, delivery, and dispensing of ~~medical~~-marijuana for which a state license is required under the Medical Marijuana Regulation and Safety Act (Bills AB 243, AB 246, and SB 643) which were signed into law on October 9, 2015, as the same may be amended from time to time; (2) expresses its intent to prohibit the cultivation of marijuana in the city ~~and to not administer a conditional permit program except as authorized~~ pursuant to California Health and Safety Code Section 11362.7771(3) ~~for the cultivation of marijuana in the city~~; (3) exercises its local authority to enact and enforce local regulations and ordinances, including those regarding the permitting, licensing, or other entitlement of the activities prohibited by this chapter; (4) exercises its police power to enact and enforce regulations for the public benefit, safety, and welfare of the city and its community; and (5) expressly prohibits the delivery of marijuana and ~~medical~~-marijuana distribution facilities in the city.

**9.16.020 - Definitions.**

(a) "Marijuana" means any or all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin or separated resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin, including marijuana infused in foodstuff or any other ingestible or consumable product containing marijuana. The term "marijuana" shall also include "medical marijuana" as such phrase is used in the August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for

Medical Use, as may be amended from time to time, that was issued by the Office of the Attorney General for the State of California or subject to the provisions of California Health and Safety Code Section 11362.5 (Compassionate Use Act of 1996) or California Health and Safety Code Sections 11362.7 to 11362.83 (Medical Marijuana Program Act).

(b) "Marijuana cultivation" means growing, planting, harvesting, drying, curing, grading, trimming, or processing of marijuana, except as authorized under Health and Safety Code Section § 11362.1(3).

(c) "~~Medical-m~~Marijuana distribution facility" means any facility or location, whether fixed or mobile, where a primary caregiver, a person with identification cards, a qualified patient, or other person makes available, dispenses, distributes, exchanges, sells, transmits, gives, delivers ~~(as defined in California Business and Professions Code Section 19300.5(m) or any other successor statute thereto)~~, or otherwise provides marijuana to any person for any reason, including two or more primary caregivers, persons with identification cards or qualified patients, as defined in California Health and Safety Code Section 11362.5 et seq., or any facility where qualified patients, persons with identification cards and primary caregivers meet or congregate collectively and cooperatively to cultivate or distribute marijuana for medical purposes under the purported authority of California Health and Safety Code Section 11362.5 et seq., including "~~dispensaries~~" ~~as defined in California Business and Professions Code Section 19300.5(n) or any other successor statute thereto.~~

"~~Medical-m~~Marijuana distribution facility" shall not include the following uses, so long as such uses comply with this Code, Health and Safety Code Section 11362.5 et seq., and other applicable law:

- (1) A clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code.
- (2) A health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code.
- (3) A residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code.
- (4) A residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code.
- (5) A hospice or a home health agency, licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.
- (6) A hospice or a home health agency, licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

#### **9.16.030 - Prohibited activities.**

Marijuana cultivation, marijuana delivery, and ~~medical~~-marijuana distribution facilities, as defined in this chapter, are declared to be unlawful and prohibited uses in all zoning districts in the city of Morgan Hill. The city shall not issue or approve any permit, variance, building permit, or any other entitlement, license, or permit, whether administrative or discretionary, for the activities of marijuana cultivation or marijuana delivery, or the establishment or operation of a marijuana distribution facility in the city, and no person shall otherwise establish or conduct such activities in the city.

**9.16.040 - Violation—Penalty.**

- (a) Any person found to be in violation of any provision of this chapter shall be subject to the enforcement remedies set forth in Title 1, at the discretion of the city.
- (b) Each violation of this chapter and each day of violation of this chapter shall be considered as separate and distinct violations thereof.

**9.16.050 - Public nuisance.**

Any use or condition caused or permitted to exist in violation of any of the provisions of this chapter shall be and is hereby declared a public nuisance and may be abated by the city pursuant to the procedures set forth in Chapter 1.18.

**Section 2.** Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this chapter or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

**Section 3.** Effective Date; Posting. This ordinance shall take effect on \_\_\_\_\_, 2017. The City Clerk is hereby directed to publish this ordinance pursuant to §36933 of the Government Code.

**Section 4.** Exempt from CEQA. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

The foregoing ordinance was introduced at a meeting of the City Council of the City of Morgan Hill held on the \_\_\_\_\_ and was finally adopted at a meeting of said Council on the \_\_\_\_\_ and said ordinance was duly passed and adopted in accordance with law by the following vote:

|                 |                         |
|-----------------|-------------------------|
| <b>AYES:</b>    | <b>COUNCIL MEMBERS:</b> |
| <b>NOES:</b>    | <b>COUNCIL MEMBERS:</b> |
| <b>ABSENT:</b>  | <b>COUNCIL MEMBERS:</b> |
| <b>ABSTAIN:</b> | <b>COUNCIL MEMBERS:</b> |

**ATTEST:****APPROVED:**

\_\_\_\_\_  
Irma Torrez, City Clerk

\_\_\_\_\_  
Steve Tate, Mayor

□ **CERTIFICATE OF THE CITY CLERK** □

**I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA**, do hereby certify that the foregoing is a true and correct copy of Ordinance No. \_\_\_\_\_, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the \_\_\_\_\_.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE:

\_\_\_\_\_  
**IRMA TORREZ, City Clerk**

Attachment: Marijuana Ordinance Amendments (1188 : Proposition 64 Update)





## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Chris Ghione, Community Services Director

APPROVED BY: City Manager

## **BIKEWAYS, TRAILS, PARKS AND RECREATION MASTER PLAN ADOPTION**

### **RECOMMENDATION(S)**

1. Adopt the Bikeways, Trails, Parks and Recreation Master Plan Update;
2. Approve an amendment to the General Plan Environmental Impact Report for the Master Plan Update; and
3. Provide staff direction on next steps for the utilization of the Friendly Inn Non-Profit Center and El Toro Youth Center.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Enhancing Public Safety  
 Protecting the Environment  
 Maintaining Fiscal Responsibility  
 Supporting Our Youth  
 Seniors  
 and Entire Community  
 Preserving Our Cultural Heritage

#### **2017 Strategic Priorities**

Inclusiveness  
 Infrastructure  
 Regional Initiatives

### **POLICY CONSIDERATIONS:**

The purpose of this report is to 1) seek City Council approval of the Bikeways, Trails, Parks and Recreation Master Plan and 2) receive specific Council direction on future planning for the El Toro Youth Center and Friendly Inn sites. Understanding the proposed Master Plan provides direction for future use of the Friendly Inn by the Boys & Girls Club, the Council may wish to consider the following policy questions:

1. Should planning for the Boys & Girls Club use of the Friendly Inn begin immediately?
2. Does the City Council wish to find an alternative long-term site to be utilized as a non-profit center?
3. Should the City consider alternatives for the current El Toro Youth Center site outside of use as a non-profit center?

### **REPORT NARRATIVE:**

The Bikeways, Trails, Parks and Recreation Master Plan Update has been in progress for the last two years. In February 2017, the Council provided staff with final recommended changes to the draft plan. However, before adopting the Master Plan, an environmental review was required. An initial study was conducted for the Master Plan and it was determined that an Addendum to the General Plan EIR would be appropriate to meet California Environmental Quality Act requirements. The proposed final Master Plan (Attachment 1) and Initial Study/Addendum (Attachment 2) are included in this report.

Staff recommends that the final Master Plan be adopted by Council. Attachment 3 provides a link to the Master Plan website that includes all background documents and appendices for the Master Plan. It also includes redline versions of Chapters 4 and 5, which had changes (per Council direction) from the prior draft.

Since the majority of the Master Plan has been reviewed in detail in previous meetings, it is not anticipated that there will be significant changes necessary. The established priorities in the Master Plan have already been implemented in the Council's recent update to the Parks and Recreation Capital Improvement Program and the partnership agreement with the Morgan Hill Historic Society.

### **Friendly Inn Future Use**

The future use of the Friendly Inn is one significant area of the Master Plan that was updated by Council in February for which staff is requesting additional direction. Based on Council direction, the Master Plan has been updated to include a policy specifically relating to use of the Friendly Inn:

*“Support the Boys & Girls Club of Silicon Valley’s future use of the Friendly Inn Community Center, including evaluating the feasibility of a facility exchange or relocation for the community service organizations currently utilizing the Friendly Inn.”*

The Friendly Inn is currently being used by several non-profit organizations. These organizations are using the site for meeting space, office space, or both. Current tenants include: Advent Step Up, Alcoholics Anonymous, American Red Cross, Healthier Kids Foundation, Narcotics Anonymous, Teen Force, Work2Future, and the Institute on Aging.

Following the Council action, staff has met with the Boys & Girls Club, who are hoping to move into the facility in the near future. While a swap of sites (non-profits move to the El Toro Youth Center Site and Boys & Girls Club to the Friendly Inn) may be an option, there are several considerations that City staff is reviewing and must be taken into consideration.

- Several tenants have made investments in the office space and technology at the Friendly Inn.
- The El Toro Youth Center has limitations that would impact tenant use including:
  - o Limited parking that could impact the users that typically use the Friendly Inn for meetings

- The relocation of office partitions would be necessary and office space may not be a fit, which could limit the number of tenants that could use the site
- There may be opportunities for some tenants with compatible uses to stay at the Friendly Inn with the Boys and Girls Club

There are still many unanswered questions, but the timing is likely conducive to moving forward quickly. Work2Future, the largest tenant at the Friendly Inn, recently gave notice that it would be vacating its space in August. Given the future direction for the site, it will be difficult to recruit a replacement tenant. Without another large tenant to fill the gap, the Friendly Inn cost sharing model will not successfully work as costs for the remaining tenants will rise significantly.

Furthermore, City staff has also been approached by an organization that is interested in potentially purchasing (or leasing) the El Toro Youth Center site from the City as a site to serve the community. Additional research is required to ensure the City could sell the site.

To continue to move forward on this transition, City staff is recommending that the following next steps be taken over the next three months:

1. Development of an agreement with the Boys & Girls Club for use of the Friendly Inn beginning in August 2018.
2. Work with the Friendly Inn tenants to develop a relocation plan for current Friendly Inn tenants to utilize 1) the El Toro Youth Center as the future non-profit center or 2) a location other than the El Toro Youth Center.

It is anticipated that staff would bring these plans forward to the Council in October 2017.

### **COMMUNITY ENGAGEMENT: Collaborate**

The Master Plan has been developed over a two year period with extensive outreach occurring at various points in the process. City staff and MIG, the Master Plan consultant, conducted extensive community outreach to identify how residents are using the current system as well as to identify assets, challenges, and opportunities for the updated Master Plan. Outreach efforts have included:

- Six “intercept surveys” in which staff and consultants set up an interactive exercise in public places in order to gather input from people who might otherwise not attend an outreach event. These events were held at the CRC, in public parks, and during other meetings and events.
- An online map-based survey completed by 400 community members. This survey provided detailed data about how residents use and travel to parks, trails, and other recreational facilities.
- A Community Survey was conducted online in both English and Spanish in May 2016. The survey was also distributed at various locations in hard copy and 1,100 surveys were completed.
- Five meetings of the Stakeholder Advisory Group, which is comprised of representatives from community-based organizations and interest groups

including the Chamber of Commerce, the Historical Society, sports clubs, among others, as well as three members of the Parks and Recreation Commission. This group met throughout the project to advise the project team and provide feedback on draft priorities, projects, and the draft Master Plan.

- Two community workshops attended by approximately 30 community members each. At the first meeting, participants completed a visual preference survey to inform design and programming direction for the Master Plan. At the second meeting, participants provided feedback on the draft Master Plan.
- Two meetings with the Parks and Recreation Commission to gather input on priorities and goals for the Master Plan and present and discuss findings from community outreach. Two additional meetings with the Parks and Recreation Commission to make recommendations on the draft Master Plan for the Council.
- Meetings with the Planning Commission, Library, Culture and Arts Commission, Youth Action Council, Senior Advisory Committee, and the local Bicycle and Trails Advocacy Group to receive input on the draft Master Plan.
- A project website ([www.mhparksplan.com](http://www.mhparksplan.com)) was established and a variety of the City's communication tools, including email lists, social media, and the city website, were used to promote the project and encourage community participation. The website also provided the ability for residents to comment on the draft plan electronically.

Most recently the final draft Plan was posted to the City website ahead of the Council meeting. The website included a red-line version so changes from the draft plan presented to the Council and Commission could be reviewed.

In specific regards to potential future changes occurring at the Friendly Inn, City staff has communicated with the tenants at regularly scheduled tenant meetings. Tenants were invited to attend this meeting tonight and provide input to the Council.

#### **ALTERNATIVE ACTIONS:**

The Council could provide staff with minor changes to the Master Plan and still adopt the plan tonight. Should the Council wish to make significant changes to the Master Plan, staff would need to bring revisions back for approval at a later date. Depending on the type of changes made, this could require increased consulting costs for updates to the Plan and Addendum.

#### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

April 1, 2015 - The Council authorized the City to enter into an agreement with MIG, Inc. for the Master Plan update.

December 15, 2015 - The Parks and Recreation Commission received an update on the Master Plan progress.

March 2, 2016 - The City Council received an update on the Master Plan Progress.

March 15, 2016 - The Parks and Recreation Commission discussed key policy considerations for the Master Plan.

May 31, 2016 - The Parks and Recreation Commission conducted a workshop on the Master Plan update.

June 22, 2016 - The City Council conducted a workshop on the Master Plan update.

December 20, 2016 - The Parks and Recreation Commission reviewed the draft Master Plan.

January 3, 2017 - The Library, Culture and Arts Commission reviewed the draft Master Plan and provided comments.

January 10, 2017 - The Planning Commission reviewed the draft Master Plan and provided comments.

January 17, 2017 - The Parks and Recreation Commission provided formal recommendations for the City Council on the draft Master Plan.

February 22, 2017 – The City Council gave comments and direction on final updates to the draft Master Plan.

March 22, 2017 – The City Council authorized an amendment to the consultant agreement with MIG to prepare environmental documents associated with adoption of the Master Plan.

June 21, 2017 – The City Council authorized an update to the Fiscal Year 2017-18 Capital Improvement Program for Parks and Recreation based on Master Plan priorities.

#### **FISCAL AND RESOURCE IMPACT:**

There is no direct fiscal impact associated with adopting the Master Plan. The Plan provides recommendations on future projects and operations that could impact revenue and expense. These recommendations will be brought forward to the Council as separate items or through the budget process.

The work related to the Friendly Inn and El Toro Youth Center recommended in this report will require considerable staff resources from the Community Services Department.

#### **CEQA (California Environmental Quality Act):**

Addendum to 2035 General Plan EIR

According to Section 21166 of CEQA and Section 15162 of the State CEQA Guidelines, when an EIR has been certified or a Negative Declaration adopted for a project, no Subsequent EIR or Negative Declaration shall be prepared for the project unless the lead agency determines that one or more of the following conditions are met:

1. Substantial project changes are proposed that will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes would occur with respect to the circumstances under which the project is undertaken that require major revisions to the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the



previous EIR was certified or the Negative Declaration that was adopted shows any of the following:

- a. The project will have one or more significant effects not discussed in the previous EIR or Negative Declaration;
- b. Significant effects previously examined will be substantially more severe than identified in the previous EIR;
- c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternatives; or
- d. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

Preparation of an Addendum to an EIR is appropriate when none of the conditions specified in Section 15162 (above) are present and some minor technical changes to the previously certified EIR are necessary.

After evaluating the potential environmental impacts of the Proposed Project, the City of Morgan Hill determined that: 1) none of the conditions requiring preparation of a Subsequent or Supplement to an EIR have occurred, and 2) the circumstances described in Section 15164 of the CEQA Guidelines allowing preparation of an Addendum exist. Therefore, an Addendum to EIR is appropriate.

**LINKS/ATTACHMENTS:**

1. Attachment 1 - Final Master Plan Document
2. Attachment 2 - Master Plan IS Addendum
3. Attachment 3 (Link) - Complete Master Plan



# Bikeways, Trails, Parks and Recreation Master Plan

July 2017

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# Acknowledgements

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## MORGAN HILL COMMUNITY MEMBERS

Thank you to the more than 1,000 community members who directly contributed to the Bikeways, Trails, Parks and Recreation Master Plan by participating in surveys, community workshops, and conversations with the project team. We appreciate your commitment to making Morgan Hill an even better place to live and visit.

## CITY COUNCIL

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Marilyn Librers (Former)  
Gordon Siebert (Former)  
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MIG, Inc.

In association with Johnson Consulting

## OTHER SUPPORT

Funding for the Bike / Walk / Run Map was provided by Santa Clara County Public Health Department, with funding made possible by the Centers for Disease Control and Prevention.





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## TECHNICAL SUPPLEMENTS

Intercept Survey Summary

Interactive Map Survey Summary

Online Community Survey Summary

Stakeholder Meeting Summaries

Community Workshop Summary

Recreation Program Analysis

Revenue Analysis

Demographic Analysis

Planning Environment Summary

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# CHAPTER 1

## Introduction

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### INTRODUCTION

The City of Morgan Hill is nestled in an agricultural valley between beautiful rolling hills and open spaces, just a few dozen miles from the heart of Silicon Valley. Morgan Hill is a family oriented, vibrant, and progressive community. The area offers a wide range of unique historic and natural resources including wineries, farms, lakes, golf courses, trails, scenic open spaces, public art, street fairs, summer music festivals, and holiday parades. The open spaces surrounding Morgan Hill provide easy access to over 79,000 acres for camping, backpacking, fishing, hiking, mountain biking, and horseback riding. The City is known for its regional, world-class recreational facilities that attract over 1.3 million visitors annually.

Residents and visitors enjoy the City's small-town charm, proximity to outdoor recreation opportunities, and state-of-the art recreation facilities. Convenient access to both open space and nearby urban amenities, such as thriving employment, cultural centers, and a variety of housing options, are major assets that continue to draw people to the City. The City's recreation facilities currently serve residents while also supporting sports tourism, which is central to Morgan Hill's economic development strategy. The City is committed to providing an integrated recreation system composed of high-quality bikeways, trails, parks, and recreation facilities that respond to the needs and desires of the growing community. The Morgan Hill 2035 General Plan Update reflects the importance that community members place on recreational and cultural amenities.

The Bikeways, Trails, Parks and Recreation Master Plan (Master Plan) puts into action the General Plan's policy direction for usable, complete, well-maintained, safe, and high-quality activities and amenities that are accessible to all ages, functional abilities, and socio-economic groups. This Master Plan also provides a roadmap for creating a useable and comprehensive bikeway system that safely connects neighborhoods with workplaces and community destinations and for expanding pedestrian opportunities. Improved bicycle and pedestrian access and the development of lively public spaces will further establish Downtown as a community hub and destination for visitors. An expanded bicycle and pedestrian network and diversified recreational and cultural experiences throughout the City will strengthen Morgan Hill's community fabric and strong sense of place as the City grows and evolve.



## PLAN PURPOSE

The Master Plan is a strategic and practical guide for improving and expanding the City of Morgan Hill's recreation system over the next 20 years. The City's bikeways, trails, parks, and recreation facilities are part of an interconnected system that is foundational to the high quality of life in Morgan Hill. This document integrates information about each of these core recreational facets, drawing on technical analyses, community engagement, and content from three existing plans: Bikeways Master Plan (2008); Trails and Natural Resources Study (2007); and Parks and Recreation Master Plan (2001). The resulting Master Plan provides a cohesive community-based vision for the future along with a comprehensive set of policies, priority projects, and programs. These tactical components will guide decision-making and investments related to capital projects and recreation programs. The document is designed for use by City staff, private developers, and other decision makers in shaping a vibrant recreation system tailored to the community's current and future needs.



## PLANNING CONTEXT

Several related planning initiatives and documents work in conjunction with this Master Plan to maintain and expand Morgan Hill's thriving bikeways, trails, parks, and recreation system. Further, several recent projects stand out as precedents to emulate through Master Plan implementation.

### Related Plans

The Morgan Hill 2035 General Plan (2016) conveys the community's strong value of recreation programs and facilities, scenic hillsides, and the surrounding accessible open spaces. The General Plan articulates a vision for an interconnected network of safe, landscaped, and well-maintained streets, sidewalks, bikeways, trails, and transit and sets goals for a healthy community, reduced greenhouse gases (GHG's), and economic development. This Master Plan seeks to guide new development and investment in ways that advance the General Plan vision and goals. The Master Plan will help implement General Plan policies by identifying specific strategies, improvements and priority projects.

The Master Plan is consistent with the City's other policies, standards, practices, and plans as they relate to Morgan Hill's bikeways, trails, parks, and recreation development. The master planning process considered existing City policies and practices and makes recommendations for additions and revisions. The Master Plan also references previous planning efforts that provide guidance for the City's bikeways, trails, parks, and recreation system.

Relevant City planning initiatives include:

- Community and Recreation Center Strategic Plan (2015)
- Agricultural Lands Preservation Program (2014)
- Downtown Placemaking Investment Strategy (2014)
- El Toro Trail Access Strategy (2014)
- Aquatics Strategic Plan (2010)
- The Downtown Specific Plan (2009)

Other local and regional documents that inform the Master Plan include:

- Upper Llagas Creek Flood Protection Project (Updated 2016)
- Santa Clara Valley Open Space Greenprint (2014)
- Santa Clara County General Plan (1994)
- Santa Clara Countywide Trails Master Plan (1995)

### Growth Management

Morgan Hill is committed to orderly growth and development. In 1996, Morgan Hill and Santa Clara County jointly adopted a long-term Urban Growth Boundary (UGB) and associated policies. The UGB is encompassed within the Sphere of Influence (SOI) and is intended to be the ultimate limit to urbanization within which all future urban development in Morgan Hill

## Chapter 1: Introduction

should occur. It is designed to encourage compact, efficient infill development and discourage more costly development at the edge of the City. The UGB also helps to ensure that urban services provided by the City to existing neighborhoods will not be reduced by the service demands of new urban development at the City's fringe.

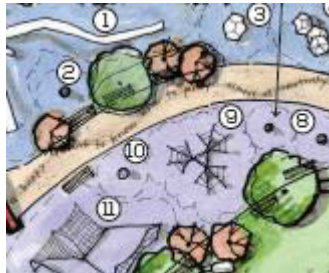
Morgan Hill's long-standing voter approved Residential Development Control System (RDCS) has provided Morgan Hill with the ability to manage residential growth and leverage housing developer resources for the benefit of the community. In addition to leveraging park impact fees for maintenance and improvements at existing City parks, this unique RDCS system has resulted in 41 private parks and open spaces in housing developments throughout the City.

## RELEVANT PROJECTS

The City of Morgan Hill is taking steps to enhance its parks, streetscapes, and elements that enhance its unique sense of place. Several exciting Downtown projects—underway or recently completed—illustrate the City’s trajectory. These projects are imaginative, artistic, multi-generational, and functional. They reflect contemporary community input and values.



**Pop-Up and Pilot Projects**—Recent pop-up and parklet projects proved effective tools in offering opportunities for the community to experience possible changes as temporary exhibits and provided data for future implementation. Downtown pop-up park installations helped gauge community response to park location, use, and a variety of interactive elements. A pilot lane reduction project on Monterey Road allowed community members to assess roadway performance and character; ultimately, the project provided the impetus for an alternate preferred roadway configuration (described below). The City aims to encourage additional pop-up parks, parklets, and street activation to assist in future decision-making.



**Downtown Parks**—Three unique parks are planned to provide permanent space for multi-generational recreation, gathering, fitness, and relaxation in the heart of Morgan Hill. The popularity of temporary “pop-up” park installations provided the momentum to move forward with implementation of final concepts for Railroad, Third Street Creek and Nob Hill Trail Parks. The parks will feature a variety of interactive elements that were included in the temporary installations such as movable chairs, games, an oversized chair, and foam blocks. Additionally, the parks will provide long term park amenities including play equipment and access to natural environments.



**Monterey Road Streetscape Improvements**—Bicycle and pedestrian safety improvements, along with median beautification, were implemented along the Downtown segment of Monterey Road. Upgrades included bicycle sharrows, traffic calming elements, intersection improvements, and other visual enhancements. These improvements aligned with the community’s intent to strengthen community connections and provide a safer, more comfortable experience for walking and riding bikes. The City is committed to continuing to make multimodal improvements to Monterey.

## Chapter 1: Introduction



**Public Art**—Morgan Hill boasts attractive public art ranging from traditional bronze sculptures to several contemporary pieces installed through the City’s Creative Placemaking Mini Grant Program. These comprise works such as a mural depicting Morgan Hill’s agricultural heritage and two parking garage sculptures: a large-scale illuminated tarantula (native to Morgan Hill) and a glass enclosure featuring the colors of Poppy Jasper, a local gemstone. The success of these and other local public art pieces provides inspiration for additional investment in a wide range of artwork that celebrates Morgan Hill’s heritage and distinct sense of place.



## PLANNING PROCESS

This Master Plan is the culmination of an in-depth technical planning analysis and a robust community-based process. The planning process actively engaged local stakeholders, property owners, youth, sports leagues, advocacy groups, the Morgan Hill Historic Society, the Parks and Recreation Commission, City Council, and members of the public. The project team also collaborated with Santa Clara County Parks and Recreation Department and Roads and Airports Department as well as the Santa Clara Valley Open Space Authority and Valley Transportation Authority to identify potential partnership opportunities and shared priorities. The City hired multi-disciplinary consultants MIG, Inc. to support the planning process and perform necessary technical analyses for the Master Plan development effort.

Figure 1-1: Master Planning Process



## COMMUNITY OUTREACH

**1,100** community members participated in the online community survey

**400** community members participated in the online map-based survey

**150** community members participated in intercept surveys at six locations throughout Morgan Hill

**25** Stakeholder Advisory Group members provided input regularly throughout the planning process

**40** youth participated in a park design workshop

**30** community members participated in a planning workshop

The City of Morgan Hill launched the planning process in fall 2015. The public outreach and engagement portion of the process involved gathering extensive input from the local community about current use, needs, and preferences for the recreation system. This entailed a variety of methods and tools to engage and inform the community including workshops, stakeholder interviews, a stakeholder advisory group, intercept surveys (at parks, community centers, and popular public spaces), an online mapping questionnaire and survey, public meetings and hearings, as well as a project webpage and email updates.

Early in the process, the team assessed existing conditions covering: the current bikeways, trail, and park network, existing recreation facilities and program offerings, demographics, and regional and national recreational trends. This assessment drew from existing studies and data, as well as field observations and input from stakeholders and City staff. The team evaluated geographic, program, and revenue data to identify needs and opportunities in the system. After creating updated inventories and maps of the existing parks and recreation facilities, the team analyzed the distribution and accessibility of each. This work included identifying paths and barriers within a quarter-mile and half-mile walking distance of recreational destinations.

Findings from this existing conditions assessment were used as a basis for workshop discussions and preliminary Master Plan recommendations, which were confirmed or refined with staff and stakeholder input. Final policies, projects, and priorities reflected in this Master Plan are built on this foundation of data analysis coupled with community values. Highlights of these findings and the community engagement

activities are outlined in Chapter 2: Existing Conditions and Community Needs. More detailed studies are included in Appendices H-L.

## DOCUMENT ORGANIZATION

Chapters 1 through 3 of the Master Plan set the stage for the future by summarizing the existing conditions analysis and presenting the community-informed vision and goals for Morgan Hill's bikeways, trails, parks, and recreation system. Chapter 4 is the heart of the Master Plan, describing policies and projects proposed to address community needs and create a more robust system. Chapter 5 details priority projects, actions and funding strategies for implementation. Finally, the appendices contain supporting studies and reports that are referenced throughout the document.

The Master Plan is organized as follows:

### Chapter 2: Existing Conditions and Community Needs

The Existing Conditions and Community Needs chapter describes Morgan Hill's bikeways, trail, and park network, in addition to existing recreation facilities and program offerings. The chapter also provides a baseline demographic analysis and highlights important findings and gaps to be addressed through Master Plan policies and projects.

### Chapter 3: Vision and Goals

The Vision and Goals chapter conveys the community's preferred future for the recreation system and sets forth goals to guide strategic decision-making and help achieve the vision.

### Chapter 4: Policies and Projects

The Policies and Projects chapter will guide City staff, decisions makers, and private developers in creating bikeways, trails, parks, and recreation improvements that align with the community's vision. This chapter includes specific recommendations, policies, and actions for bikeways, trails, parks, and recreation in Morgan Hill.

### Chapter 5: Implementation

The Implementation chapter outlines the specific action steps for implementing the proposed policies and projects. The chapter also identifies near-term priority projects with capital cost estimates and proposes potential partnerships and funding sources.

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# CHAPTER 2

## Existing Conditions and Community Needs

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### INTRODUCTION

This chapter presents the context for the Bikeways, Trails, Parks and Recreation Master Plan (Master Plan), key findings about the system, and the community needs addressed by plan recommendations. The assessment of existing conditions in Morgan Hill was foundational to the master planning process. The project team collected and analyzed data to understand the condition and use of the existing parks, recreation, bikeways, and trails network. To augment this analysis, extensive public and stakeholder engagement solicited input on community values, priorities, and specific needs. Because community participation was fundamental to this planning process, themes from public engagement activities are woven throughout the findings presented here.



## LOCATION AND SETTING

The City of Morgan Hill is located in Santa Clara County, south of San José at the edge of the quickly growing Silicon Valley region. The area was originally developed as farmsteads surrounded by orchards and ranches. Since that time, Morgan Hill has grown into a vibrant, family-friendly community of 43,645 (as of January 2016), composed of suburban neighborhoods, diverse businesses, with a vibrant Downtown. The City covers approximately 13 square miles and is surrounded by small farms and wineries. Residents value Morgan Hill's rural small-town character, range of recreational choices, and access to neighboring urban and recreational amenities. Highway 101 provides a major north-south transportation connection and Caltrain offers additional regional access via the Downtown Morgan Hill Station.

Vast open spaces surround the City, including working agricultural land and Santa Clara County Parks and Santa Clara Valley Open Space Authority (OSA) preserves. Anderson Lake County Park skirts the outer north-east boundary of the city, Coyote Lake Park is located to the south-east, and the expansive Henry W. Coe State Park is farther afield. Additional parks and preserves are located west of the City. There are also rich recreational resources within the City itself including a variety of parks, community gardens, recreational facilities, trails, and historic and cultural resources.

Morgan Hill offers opportunities for healthy, active living for residents of all ages. The City enjoys a strong cycling presence, hiking/running clubs, and a range of community events such as a Downtown farmers market, music/art events, festivals, fun-runs, parades, and historic and cultural events. The City also regularly hosts a range of regional sporting events including soccer, lacrosse, running and cycling.

Morgan Hill's bikeways, trails, parks, and recreation system includes community and neighborhood City parks, privately-developed and owned parks, recreation facilities, trails, and on-street bike routes. (See page 2-25 for a map of the system and Appendix A for a complete inventory.) Many of Morgan Hill's parks and recreation facilities are relatively new and continue to expand and diversify with the growing community.

## DEMOGRAPHICS AND GROWTH PROJECTIONS

### Key Findings

- **Morgan Hill's population is steadily growing.** The City can expect continued growth; however, it will likely occur more slowly. The current Residential Development Control System (RDCS) sets a 2035 growth ceiling of 58,200.
- **Morgan Hill is a relatively young community with a growing older population.**
- **Planned growth in the short- and medium-term will occur within the existing city boundaries** while longer-term expansions may include current county unincorporated lands.
- **The Morgan Hill community is growing more ethnically diverse with an increase in Hispanic and mixed-race residents.** In keeping with local and statewide trends, this pattern is likely to continue.

### Overview

Morgan Hill's residential population has been growing steadily since the 1990s and this growth is expected to continue. Morgan Hill's residential population as of 2016 is 43,645. The RDCS set a 2035 growth ceiling for Morgan Hill of 58,200 to ensure well-paced, orderly development and to encourage infill development rather than additional development into surrounding agricultural and open space lands.

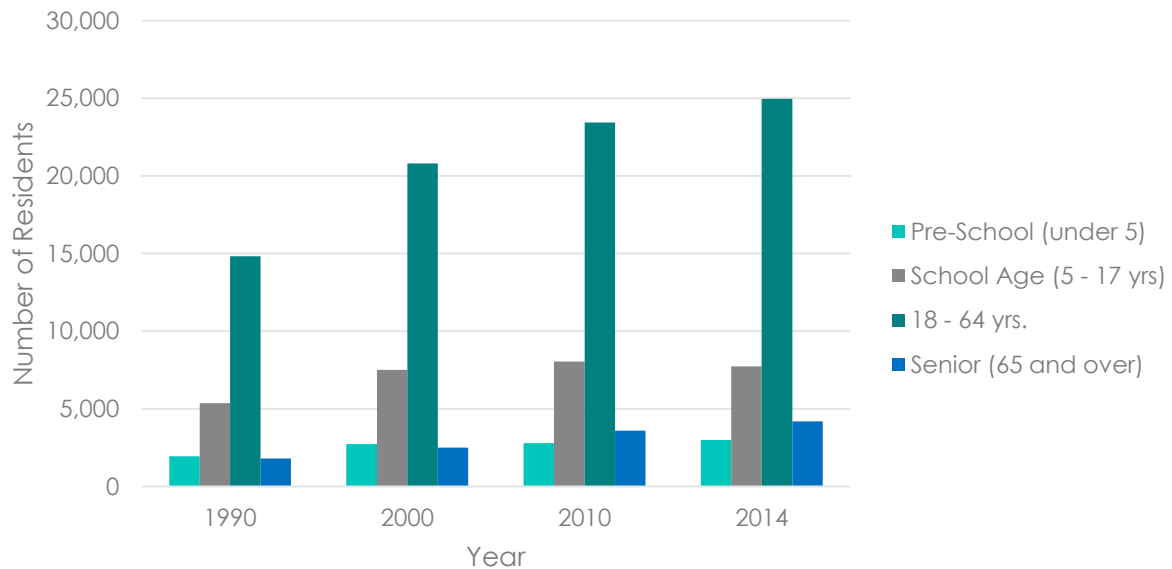
The growth occurring in and around Morgan Hill will impact its bikeways, trails, parks, and recreation system as existing and future residents and visitors seek open space and recreation opportunities. The City will be challenged to maintain its current facilities and service levels, while planning for a larger population and adapting to changing demographic conditions.

## Chapter 2: Existing Conditions and Community Needs



Relative to other cities in Santa Clara County and California as a whole, Morgan Hill has more children, more adults between 45 and 64, and a smaller share of young adults. There are more residents under the age of 18 (about 30 percent of the population) and fewer residents over the age of 65 in Morgan Hill than in surrounding Santa Clara County and the State of California. However, residents in the 55-to-64-year-old age range have been the fastest-growing population segment in Morgan Hill over the past decade. If these residents age in place, the 65-to-84-year-old age group will be Morgan Hill's most rapidly growing age group in the next two decades.

**Figure 2-1: Population by Age in Morgan Hill, 1990-2014**



## Chapter 2: Existing Conditions and Community Needs

Morgan Hill and Santa Clara County are more affluent than California overall. In 2013, median household incomes in Morgan Hill (\$95,531) were 55 percent higher than the State median income (\$58,724) and higher than the County median income (\$91,702).

In keeping with statewide trends, the City's Hispanic/Latino and Asian populations are growing while the White population is declining. A significant number of Morgan Hill residents are bilingual. About 10 percent of residents speak a language other than English (primarily Spanish and Asian Pacific Island languages) and are not fluent in English.

These demographic trends inform this Master Plan's recommendations. By evaluating and planning for changes in the Morgan Hill population, the City can continue to ensure the parks and programs serve families with children (who are a core market segment), engage newcomers and growing demographic groups, and consider the evolving needs of aging adult households who create a demand for new facilities and programs.

## CITY FINANCING AND ORGANIZATIONAL STRUCTURE

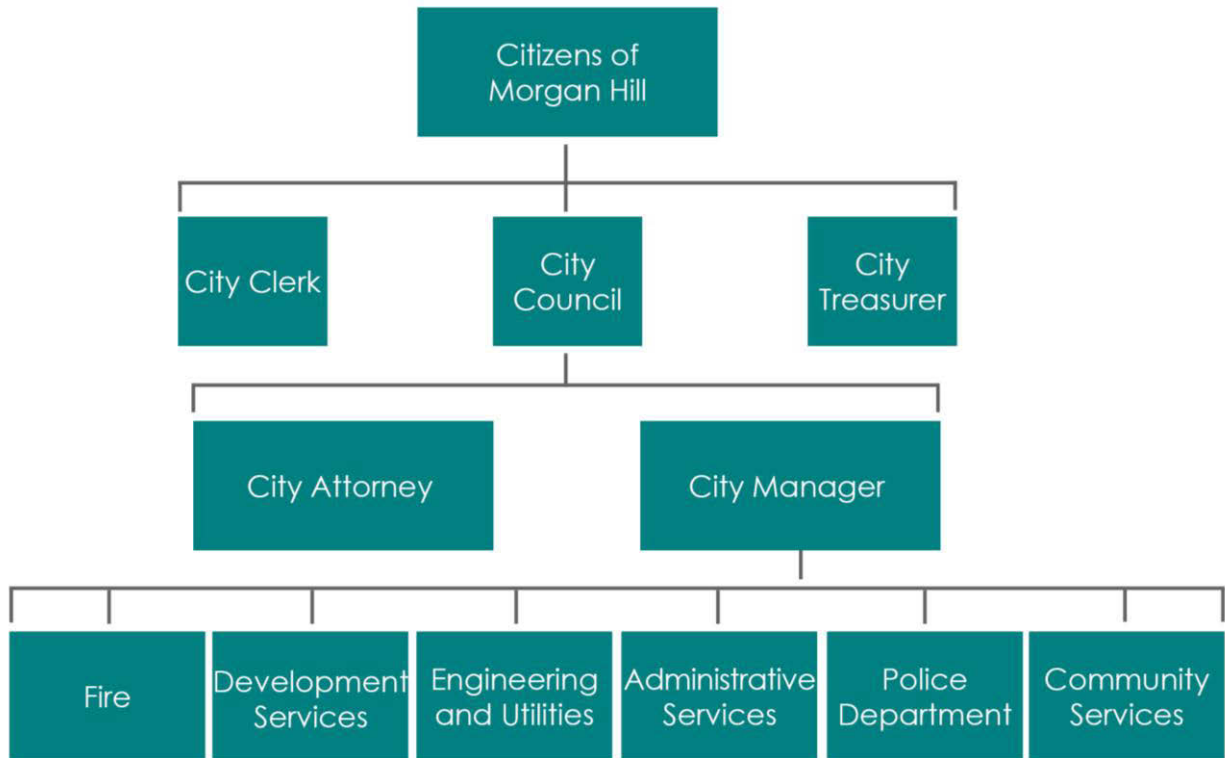
The Morgan Hill City Council is comprised of five elected officials, including the mayor, who make decisions related to General Fund discretionary spending as well as plans and policies. The Council appoints three advisory commissions that provide expertise in specific policy areas, including the Library, Culture and Arts Commission, Parks and Recreation Commission (PRC), and Planning Commission. The Council and PRC were active in the development and review of this Master Plan. Commissioners reviewed planning documents throughout the process and participated in community outreach events.

The City of Morgan Hill uses a biennial budgeting process that begins in January with City Council adopting its priorities, goals, and strategies for the City and the community. The City's General Fund supports many of the City's public services including police, fire, recreation, street maintenance, municipal governance, and administrative services. Most General Fund revenue is generated from property taxes, sales tax, recreation revenue, and Transient Occupancy Tax (TOT).

The City's strong recreation revenue stream is generated from membership sales, program registration, and facility rentals. To ensure the City has the resources to operate and maintain its recreation facilities, the City's strategy is to increase membership rates once every three years (January 2018, 2021, etc.). The Adopted Operating and Capital Improvement Plan (CIP) FY 2016-17 and 2017-18 budget includes rate increases for Aquatics Center daily admission, room rental at the Cultural and Community Center (CCC) and at the Centennial Recreation Center (CRC). Furthermore, additional programs are planned for adult sports leagues, Older Adult Services, Villa Mira Monte, History Park and fee-based events at the CCC. The community's ongoing interest in recreation programs indicate that these will continue to be a strong revenue stream for the City. The City is experiencing a historically high level of revenue from TOT due to a strong economy, the regional use of the City's Outdoor Sports Center and Aquatics Center, and a burgeoning tourism economy.



Figure 2-2: City of Morgan Hill Organizational Chart



## PARKS

### Parks: Key Findings

- **Parks are important spaces to Morgan Hill community members for healthy activities** including walking, running, sports, and fitness, as indicated by community engagement results.
- **Several of the City's parks were developed as mini parks** and thus are exceptionally small and offer limited activities.
- **Many residents use adjacent County Parks (Harvey Bear, Anderson Lake, Coyote Valley Open Space Preserve, and Coyote Creek Trail) as neighborhood or community parks** for activities such as picnics, dog-walking, and passive recreation.
- **More shade and restrooms are needed** to improve comfort and enable longer stays in high-use parks. Community members also expressed the need for more water fountains and filling stations.
- **Some neighborhood parks are located adjacent to or near public schools**, but access to school facilities is limited or restricted.
- **More than half of Morgan Hill's City-owned parkland is concentrated in the City's two community parks** and most of that acreage is within Community Park.
- **Parks and park amenities can be better distributed across the system.** Morgan Hill's northeast neighborhoods are outside of walkable City park service areas. The most popular parks, as well as key features such as indoor recreation and dog parks, are concentrated in the southern part of the City. As such, they are difficult for many residents to access, particularly without a car.
- There is enthusiasm and demonstrated interest in **additional park facilities Downtown for gathering, events and play**, including the Downtown Parks currently in development and the Villa Mira Monte History Park.
- **Private parks in Morgan Hill provide tremendous benefit to the community.** The City's RDCS has helped to encourage the construction of private parks across the City.



## Parks: Existing System

Morgan Hill is served by neighborhood, community, and privately-owned parks. Together, these parks provide opportunities for a range of recreation experiences. Morgan Hill residents also frequently use the neighboring Anderson Lake County Park and Coyote Lake-Harvey Bear Ranch County Park for outdoor recreation. The table below describes the classifications of parks that comprise the Morgan Hill parks and open space system. These classifications were established by the previous Master Plan (2001). This Master Plan (2017) recommends new classifications (see Chapter 4) that better serve Morgan Hill's parks evolving system.

## Chapter 2: Existing Conditions and Community Needs

Table 2-1: Existing Park Classifications (2001)

| Park Classification             | Typical Size               | Service Area                                   | Description                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------|----------------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mini Parks                      | Less than 3 acres          | Immediate Neighborhood                         | Mini Parks were historically constructed in Morgan Hill to provide open space to the immediate neighborhood area. Most are 1.5 acres or smaller.                                                                                                                                                                                                                 |
| Neighborhood Park               | 3 to 10 acres              | Walking distance (1/2-mile walkshed)           | Neighborhood Parks are intended primarily for the enjoyment of nearby neighbors within a short walk or bike ride. These parks often include traditional recreation amenities such as playgrounds, sport courts, and open turf play areas. They serve as social gathering spaces and may also include natural areas.                                              |
| Community Park                  | 10 or more acres           | Citywide                                       | Community Parks focus on meeting the recreational needs of the community at-large. They allow for group activities and other recreational pursuits that are not recommended at neighborhood parks.                                                                                                                                                               |
| Non-Recreational Open Space     | No minimum or maximum size | Citywide                                       | Non-Recreational Open Space is not publicly accessible. It protects ecological functions and scenic or heritage resources valued by residents. Non-recreational open space is managed by the City's Parks & Recreation Department.                                                                                                                               |
| Private Recreational Open Space | No minimum or maximum size | Neighborhood served by residential development | Recreational Open Spaces provide publicly accessible undeveloped recreation opportunities and opportunities to be in nature. They also protect ecological functions and scenic or heritage resources. At the time of this Master Plan, the City does not own or manage any Recreational Open Spaces, however there are privately owned Recreational Open Spaces. |

|                       |                     |                                                |                                                                                                                                                                                                            |
|-----------------------|---------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Privately-owned Parks | Depends on facility | Neighborhood served by residential development | Privately-owned Parks are generally within a residential area for the exclusive use of residents and are privately developed and maintained by the homeowner or resident association or property managers. |
|-----------------------|---------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## City Parks

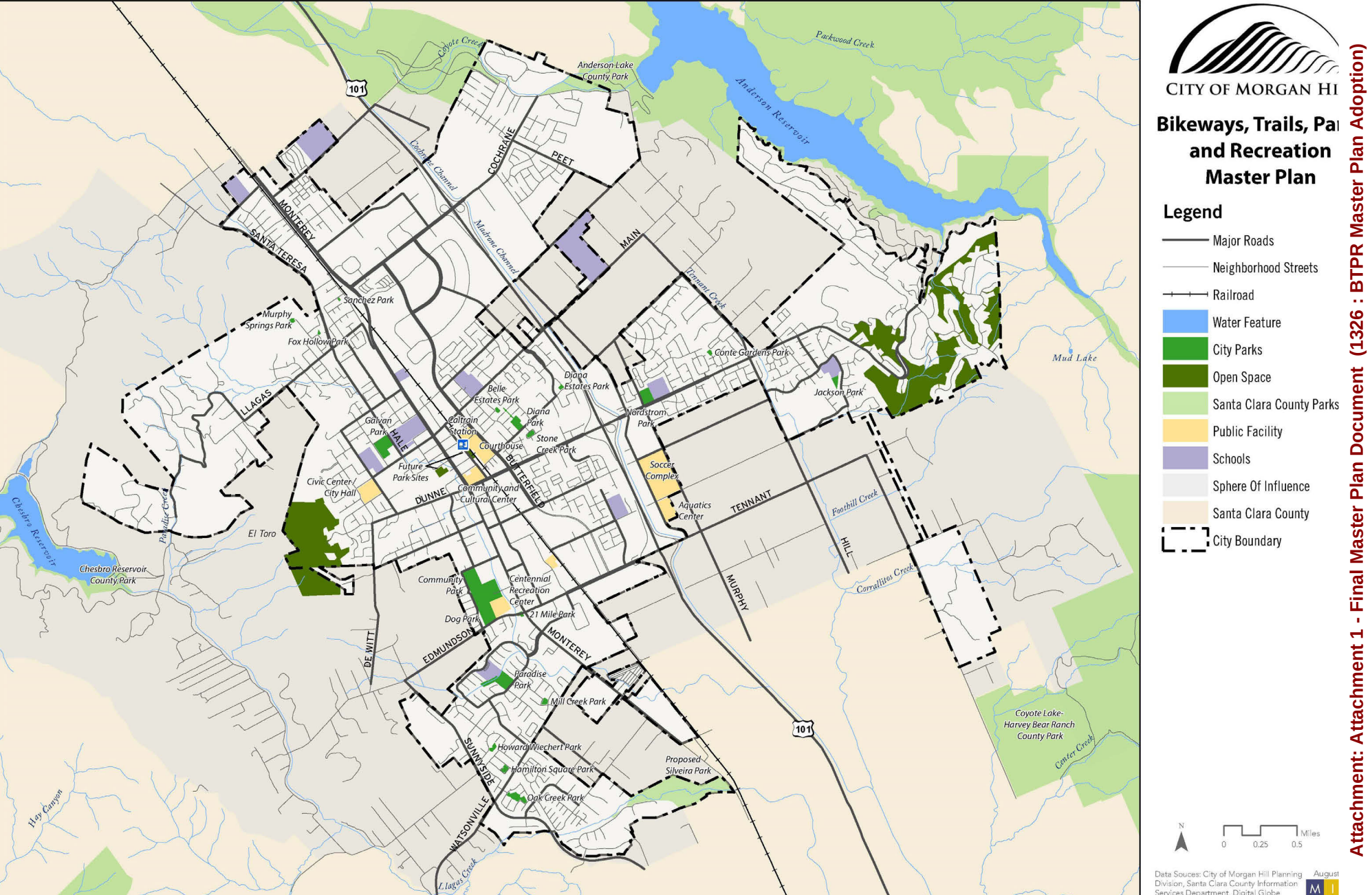
Several of the City's neighborhood parks are very small "pocket" parks, classified as mini-parks, designed to serve the adjacent residential community. Historically, these mini parks were built by the City and developers. In recent years, the City has moved away from constructing these because of their limited size and ability to provide amenities. However, mini parks have proven to be successful in Downtown Morgan Hill where people are looking for less traditional park experiences. Other local parks—notably Nordstrom and Paradise Parks—are larger and attract residents from other parts of the City. These high-use neighborhood function as small community parks and may include features and amenities such as playing fields, water fountains, or restrooms.

Larger community parks also meet the needs of neighborhoods, but are intended as "destination" parks with special facilities, such as lit sports fields, amphitheaters, or gymnasiums that serve the entire community. Restrooms, off-street parking, night lighting of facilities, and other active recreation facilities are typical community park elements that encourage higher levels and longer hours of public use and longer user-days compared to neighborhood parks. Morgan Hill currently has two designated community parks, Community and Galvan Parks, with multiple amenities. More than half of Morgan Hill's parkland is concentrated in the City's two community parks and most of that acreage is within Community Park.



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### Figure 2-3: Morgan Hill's Existing City Park System



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In addition to these parks, the City owns large open spaces on its east and west ends—Jackson Oaks and El Toro. Both open spaces have limited public access. The City’s land on the east face of El Toro is adjacent to Santa Clara OSA land. The City is working with the OSA and neighboring property owners to acquire additional land needed to develop a trail on the back side of El Toro to the Peak. Jackson Oaks open space, within the Jackson Oaks neighborhood, is currently undeveloped without trails or access points. Past efforts to develop public trail access to Jackson Oaks have been met with strong resistance from the community.

The following table includes an inventory of all City parkland. A complete inventory, including homeowner association parks and park amenities, is included as Appendix A.

**Table 2-2: Morgan Hill Parks Inventory (2016)**

| <b>Park</b>                                                             | <b>Park Classification (2001)</b> | <b>Acres</b> |
|-------------------------------------------------------------------------|-----------------------------------|--------------|
| 21 Mile                                                                 | Mini                              | 0.65         |
| Belle Estates                                                           | Mini                              | 0.46         |
| Civic Center / City Hall                                                | Mini                              | 2.00         |
| Community Park                                                          | Community                         | 26.00        |
| Conte Gardens                                                           | Mini                              | 0.50         |
| Diana                                                                   | Mini                              | 0.50         |
| Diana Estates                                                           | Neighborhood                      | 3.08         |
| Railroad Park ( <i>in development</i> )                                 | Mini                              | 0.30*        |
| Fox Hollow                                                              | Mini                              | 0.20         |
| Galvan                                                                  | Community                         | 7.50         |
| Hamilton Square                                                         | Mini                              | 0.57         |
| Howard Wiechert                                                         | Mini                              | 0.90         |
| Jackson Park                                                            | Mini                              | 1.30         |
| Third Street Creek Park & Nob Hill Trail Park ( <i>in development</i> ) | Neighborhood                      | 4.30*        |
| Mill Creek Park                                                         | Mini                              | 0.93         |
| Murphy Springs Park                                                     | Mini                              | 0.49         |

| Park                 | Park Classification (2001) | Acres        |
|----------------------|----------------------------|--------------|
| Nordstrom Park       | Neighborhood               | 4.57         |
| Oak Creek Park       | Neighborhood               | 2.93         |
| Paradise Park        | Neighborhood               | 5.47         |
| Sanchez Park         | Mini                       | 0.16         |
| Stone Creek Park     | Mini                       | 0.95         |
| <b>Total Acreage</b> |                            | <b>59.16</b> |

\* Not counted in the current 2016 level of service calculations

### Park Maintenance

The City maintains its existing park and trails system through a coordinated effort of the Community Services Department Maintenance Team. The Department is responsible for all City maintenance functions relating to streets, sidewalks, open space, parks, trails, recreation facilities, and buildings. Major capital project management is provided through the Engineering and Utilities Department. The City maintains all these facilities using a small team (15) of full time staff and a wide variety of contract services, with support from part-time seasonal staff. This model provides for flexibility in maintenance services and the opportunity for innovative approaches to maintenance.

Maintenance of recreation facilities and City buildings has been prioritized and these facilities are maintained at a high level. Maintenance of parks is considered average as compared to other cities, with many areas that can be improved. While it is anticipated that costs for maintaining additional facilities will increase, it is not anticipated that increased funding will be provided to improve the level of maintenance. The City strives to find innovative ways to improve maintenance through efficiency.

### Privately Owned Parks and Open Spaces

Privately-owned parks and open spaces provide close-to-home benefits and function as pocket or neighborhood parks. However, because they are privately funded and operated, access is often limited to members of the homeowner or resident association. Community members have expressed interest in expanding the accessibility of privately-owned parks. The 2035 General Plan supports improving public access to these parks by converting appropriate private HOA parks to public neighborhood parks with HOAs that are interested in evaluating this opportunity.

## Chapter 2: Existing Conditions and Community Needs

Table 2-3: Privately Owned Park and Open Space Acreage

| Park               | Acres       |
|--------------------|-------------|
| Private Parks      | 46.1        |
| Private Open Space | 18          |
| <b>Total</b>       | <b>64.1</b> |

## Regional Park Resources

Morgan Hill's proximity to regional park and open space facilities provides its residents with many benefits, including opportunities for: access to nature, boating, hiking, running, mountain biking, horse riding, and more. Henry Coe Park is the second largest park in the state and is within a 30-minute drive of the City. Additionally, Santa Clara County Parks and the Santa Clara Valley OSA operate thousands of acres of recreational open space within minutes of the City. Throughout the master planning process, residents indicated that County Parks are among their most frequently used parks, especially for exercise. This Master Plan focuses on enhancing connections and access to these exceptional regional assets.

Table 2-4: County Parks Proximate to Morgan Hill (2016)

| Park                              | Park Ownership                            | Acres  | Distance in miles from Morgan Hill City Hall |
|-----------------------------------|-------------------------------------------|--------|----------------------------------------------|
| Anderson Lake                     | Santa Clara County Parks                  | 3,144  | 4                                            |
| Coyote Lake Harvey Bear Ranch     | Santa Clara County Parks                  | 4,595  | 7                                            |
| Coyote Creek Trail                | Santa Clara County Parks                  | NA     | 4                                            |
| Coyote Valley Open Space Preserve | Santa Clara Open Space Authority Preserve | 348    | 6                                            |
| Henry W. Coe State Park           | Santa Clara County Park                   | 87,000 | 14                                           |



## Morgan Hill Schools

Morgan Hill Unified School District (MHUSD) includes eight elementary schools, two middle schools, and two high schools. Some of these schools include playground and field facilities that are desirable to Morgan Hill community members. However, many schools limit access to their facilities during evenings and weekends by locking gates. During this master planning process the City initiated conversations with MHUSD to establish joint-use agreements for school sites that enhance the City's park offerings. For example, Nordstrom Elementary School's amenities augment the adjacent Nordstrom Park, a popular neighborhood park.

**Table 2-5: Morgan Hill Unified School District Schools Proximate to City Parks**

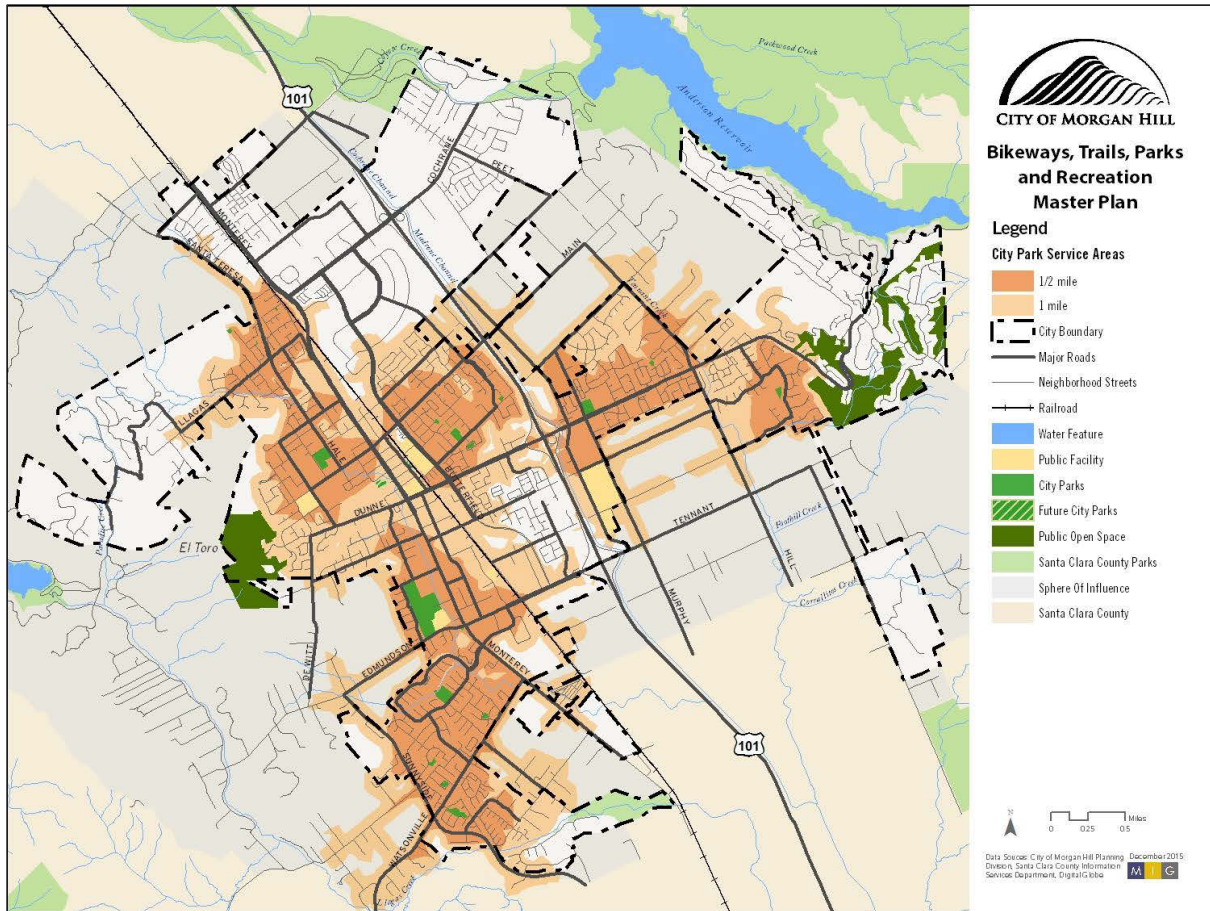
| School                            |
|-----------------------------------|
| Nordstrom Elementary School       |
| (Lewis H.) Britton Middle School  |
| Ann Sobrato High School           |
| Barrett Elementary School         |
| Central Continuation High School  |
| El Toro Elementary School         |
| Jackson Academy of Math and Music |
| P. A. Walsh Elementary School     |
| Paradise Valley Elementary School |

## Parks: Geographic Analysis

As the Existing Park Classifications table (2-1) shows, Morgan Hill has a service distance goal for each type of park. The park system was evaluated from a walkability perspective using these distances. To conduct the walkability analysis, a Geographic Information Systems (GIS) model was used to identify "walksheds." This approach reflects the way people move through the City and accounts for physical barriers that impede access. The desired travel distances used were ¼-mile and ½-mile, reflecting research on the distance a typical person can walk in five and 10 minutes. (See Figures 2-4 and 2-5 for an illustration of park walksheds.) When evaluated together, these methods of measurement provide a well-rounded picture of how well the park and recreation system is serving the community.

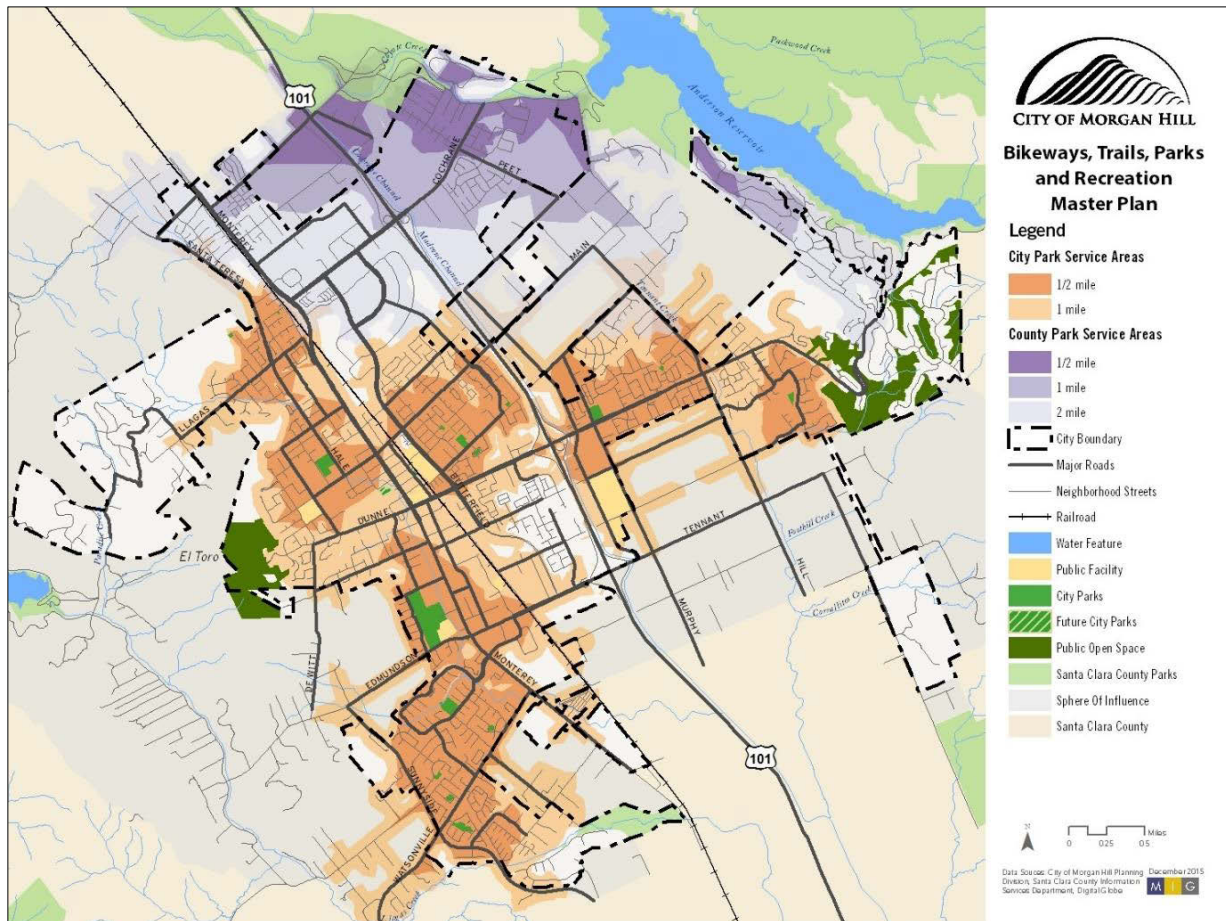
## Chapter 2: Existing Conditions and Community Needs

Figure 2-4: City Park Service Areas



The Morgan Hill park system is generally accessible to most residents. There are a few service area gaps in the northeast and central southern areas of the City. Some of the gap areas are in commercial and industrial areas or residential estate and low-density neighborhoods with large lot sizes. Other gaps are in denser residential neighborhoods, where there is a need for increased access to recreational opportunities. The adjacent County Park facilities fill some of this need for residents in north and northeast neighborhoods. In some cases, these gaps may be addressed through improved bicycle and pedestrian and transit connections to existing parks. In other areas, they may be best addressed through the development of new parks.

Figure 2-5: Park Service Areas Including Adjacent County Parks



## Parks: Existing Usage and Needs Analysis

Data collected through an online mapping questionnaire, an online survey, intercept surveys, community workshops, and the stakeholder advisory group provided insights into community members' park usage and preferences. The Project Team analyzed which parks are most heavily used. The community input revealed that Morgan Hill community members are using regional parks, Community Park, and Paradise and Diana Parks frequently and that regional parks are among community members' preferred parks for exercise and physical activity (see Figure 2-8). Community members are taking their children to the playgrounds at neighborhood parks. However, survey results showed that Paradise, Diana, and Nordstrom are strongly favored even by residents who live outside of those neighborhoods. This imbalance in park use may be addressed by adding amenities like those in the most frequently used and liked parks to less popular neighborhood parks.



## Chapter 2: Existing Conditions and Community Needs

Figure 2-6: Community Members' Favorite Parks

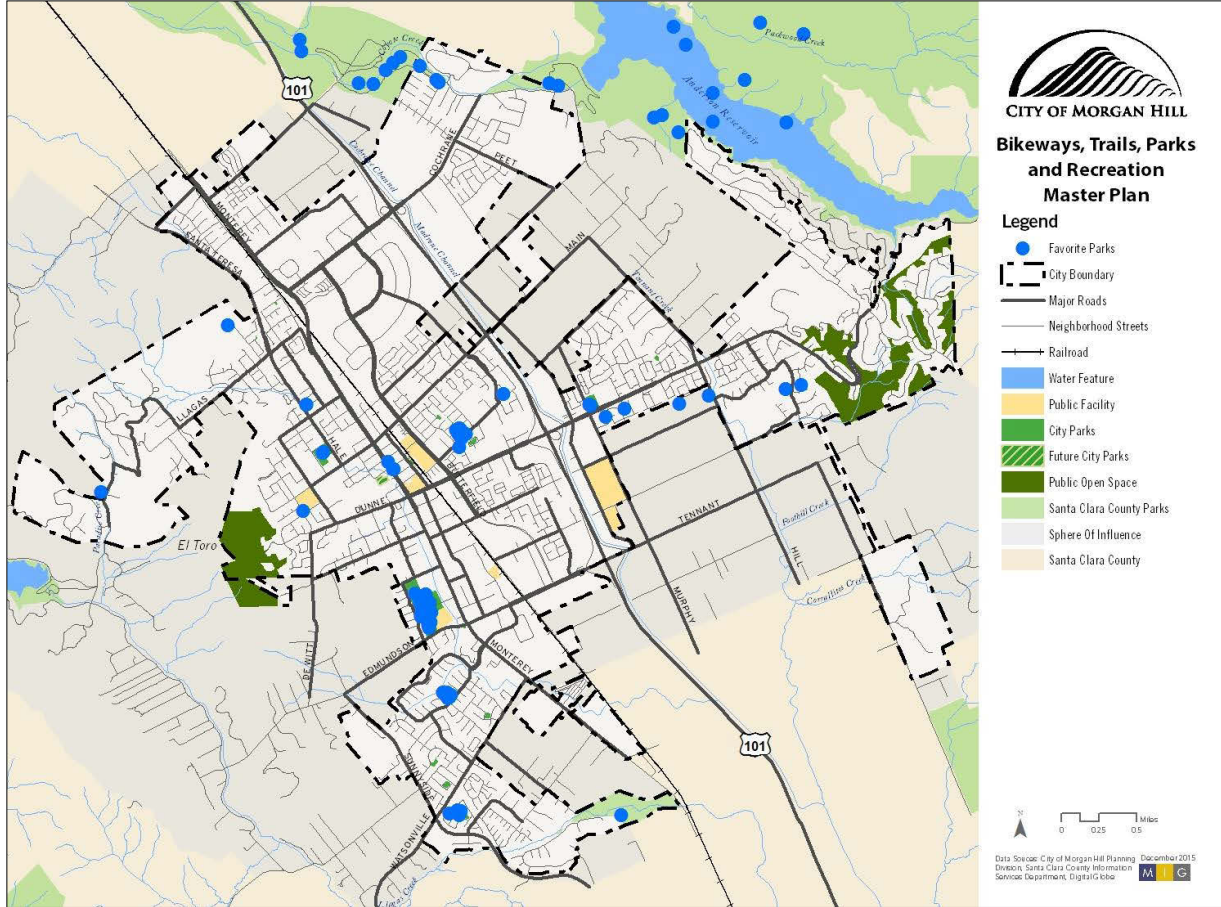
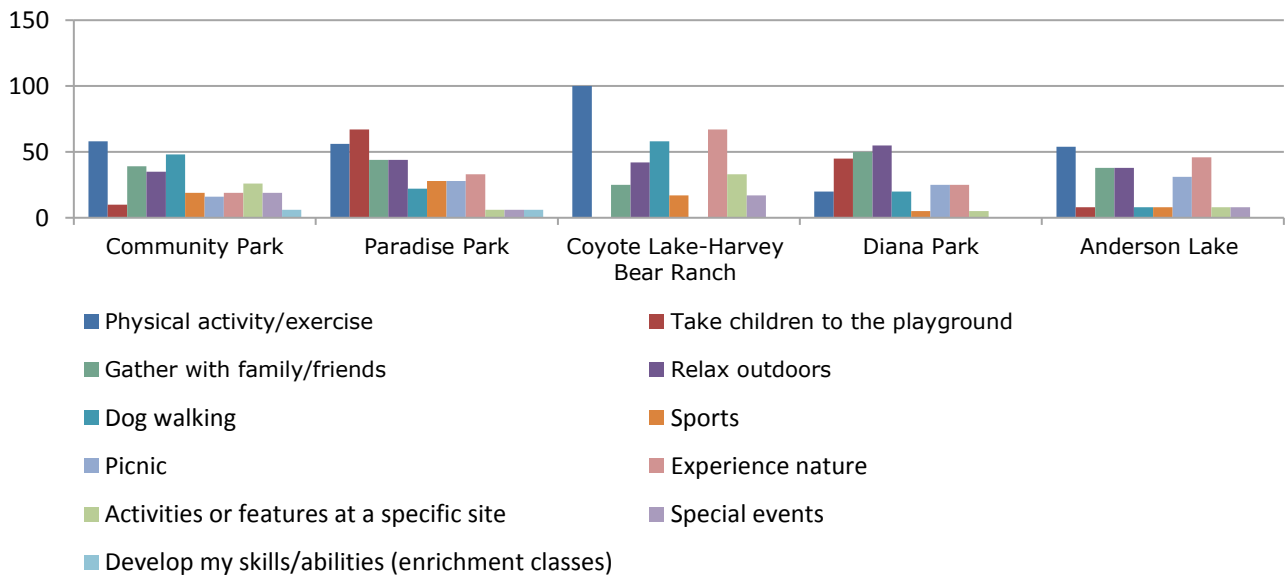


Figure 2-7: Activities in Residents' Top 5 Favorite Parks



## YOUTH WORKSHOP

On July 19, 2016, the Morgan Hill Youth Action Council hosted a workshop with the project team to receive input from teens in the community. There were about 40 participants. The teens were asked to identify their priority investments in three of Morgan Hill's frequently used neighborhood parks— Nordstrom, Paradise, and Diana. The results point to improvements that can help to make parks more engaging for teens, including:

- Add more drinking fountains, trash cans, and trees in Diana Park.
- Add restrooms to Nordstrom and Paradise Parks.
- Add interesting seating to Diana and Nordstrom park.
- Integrate dynamic play elements such as climbing walls, parkour features, and exercise equipment.





## RECREATION FACILITIES



### Recreation Facilities: Key Findings

- **There is strong demand for additional field capacity, gymnasium spaces and aquatic facilities.** The City already enjoys high levels of aquatic service on a per capita basis but peak hours at the pools are often crowded. Community members support joint use agreements with schools to help address these needs.
- **Morgan Hill is planning to expand its regional sports park facilities** including improved OSC /AC parking and expansion of the CRC. This will support its continued growth as a tourism destination.
- **The City is well-positioned to develop a sand volleyball complex.** Sand volleyball is a fast-growing sport. However, few dedicated facilities have been developed in Northern California or the country at large.
- **There is strong support for further developing the City's historical and cultural resources,** including adapting and enhancing Villa Mira Monte as a History Park to preserve and educate the community.
- **Local access to regional facilities** is critically important to Morgan Hill. Access to existing facilities should be protected and enhanced, and local access should be guaranteed for any new developments.
- **Balancing cost recovery and community access is essential** for operation of the City's recreation facilities. Given the City's limited discretionary general



fund revenue, recovering a high percentage of costs is the only viable option to operate the recreation facilities.

- Morgan Hill residents have demonstrated a **willingness to pay for services and the use of recreation facilities**. Residents pay for use of facilities via memberships, program registration, facility rentals, and day use passes.
- **Operational partnerships at recreation facilities have been very successful**. The largest partnerships include the integrated partnership model for operating the CRC with the YMCA and the concessionaire agreement with the Morgan Hill Youth Sports Alliance (MHYA) at the Outdoor Sports Center (OSC).
- **Improvements are needed at the Outdoor Sports Center** to support its continued use and to ensure it remains a successful regional destination.

## Recreation Facilities System



The City of Morgan Hill has a network of highly-valued recreation facilities that house many of the City's classes, camps, and programs. Its assets include the OSC, Dennis Kennedy Aquatics Center (AC), CRC, CCC, and El Toro Youth Center. Some of these facilities are multi-purpose and others are special-use. Construction of recreation facilities was previously funded through Redevelopment Agency (RDA) funds. Since the State Legislature dissolved RDA's in 2011, these funds are no longer available to support facility construction. These facilities serve the Morgan Hill community and attract users from throughout the region and even the state.

The Morgan Hill community recognizes and values its extensive, high-quality system of recreation facilities and programs. City leaders support Morgan Hill's identity as a sports tourism destination to benefit the local economy, and residents enjoy access to state-of-the-art facilities. Continuing to expand and diversify the City's recreation tourism offerings is a key economic development policy in the adopted 2035 General Plan. Given the important role that recreation facilities play in the City's Economic Development Strategy, City Council supported further study of the impact of its largest facilities –the Aquatic Center and Outdoor

## Chapter 2: Existing Conditions and Community Needs

Sports Center—as well as opportunities for enhancing the sports tourism market of Morgan Hill. The study, included as Appendix D to this Master Plan, evaluated the current condition and use of the Aquatic Center and Outdoor Sports Center. The study also includes recommendations and strategies to enhance the sports tourism market of Morgan Hill. These recommendations have been incorporated into Chapter 4 of this plan.

The OSC has played a significant role in establishing Morgan Hill as a sports tourism destination. Currently operated by the Morgan Hill Youth Sports Alliance, the OSC generally operates under the goal of 60 percent local use and 40 percent non-local use. Most local use occurs on weekdays while regional events typically occur on weekends. Actual use depends on team availability and maintenance. During the Fiscal Year July 2015-June 2016, aside from local use, the OSC hosted 33 tournament events attracting approximately 140,000 attendees. The facility is projected to hold a similar number of events during FY 2016-2017. Overall, the Outdoor Sports Complex is in fair condition. The field turf will likely need extended maintenance or replacement, as it is approaching the end of its useful life.

The Aquatic Center also supports Morgan Hill's sports tourism and its location adjacent to the OSC provides opportunities for coordinated efforts. Throughout 2015 and 2016, the Center held 21 swim meets, attracting almost 37,000 visitors. The Aquatic Center hosts regional and national swim events and is also heavily utilized by residents and visitors for recreational swimming. Overall, the facility is in good shape and the most significant need is more parking.

The City offers a variety of indoor and outdoor facilities available for rent, including the CCC and Community Playhouse, Community Park (stage, gazebo area, picnic areas, tennis court), the recreation center, and senior center. Sport fields and picnic shelters are available for rental at Community Park, Galvan Park and Paradise Park. The AC, CRC Pool and Party Room, Downtown Amphitheater, Council Chambers, and a variety of rooms in the CCC are available for group and party rentals. The AC is available to host swim meets. These facilities meet a diversity of community needs while contributing to the City's cost recovery.

Morgan Hill is home to various facilities that are not owned or managed by the City but contribute to Morgan Hill's network of recreational and cultural attractions. The Villa Mira Monte property is one of these unique sites. It is owned and managed by the Morgan Hill Historic Society and is a 2.5-acre site that is listed on the National Register of Historic Landmarks. The site includes the Hiram Morgan Hill House, built by the City's namesake in 1884, as well as a museum. The Hiram Morgan Hill House offers a unique rental venue. The Historic Society is seeking a partnership with the City to further develop the site and maximize its potential as a historic and park resource. Chapter 4 of this Master Plan includes high-level recommendations for the City's role in the future of the Villa Mira Monte property.

The following Recreation Facility classifications were established by the previous Master Plan (2001). This Master Plan (2017) recommends new classifications (see Chapter 4) that better serve Morgan Hill's evolving parks and recreation system.

## Chapter 2: Existing Conditions and Community Needs

Table 2-6: Morgan Hill Recreation Facility Classifications (2001)

| Classification       | Service Area                                                                                                                                                  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sports Park          | Citywide. All residents, community-based sports organizations, and school groups; may serve non-resident sport participants for tournament and regional play. | Sports Parks focus on active recreational facilities, especially for organized sports. Consolidation of multiple sports fields at one location allows for efficiencies of maintenance and scheduling. With a focus on active sports, sports parks do not have all the amenities of community parks. A sports park should maximize time available for local use while remaining financially sustainable. A Sports Park helps to meet the local demand for sports fields.<br><br>These properties were purchased or designated for this specific purpose, or were acquired to take advantage of a unique feature. |
| Special Use Facility | Citywide                                                                                                                                                      | Special Use Facilities provide space for specialized park and recreation functions, often with a single major use. These facilities may draw visitors from around the region.                                                                                                                                                                                                                                                                                                                                                                                                                                   |

Counting both existing and planned facilities, Morgan Hill has a total of six recreational facilities citywide. Five are special use facilities and the other two are sports parks. Table 2-7 lists the recreation facilities and their acreages.

Table 2-7: Morgan Hill Recreation Facility Inventory (2016)

| Facility                       | Facility Classification | Acres |
|--------------------------------|-------------------------|-------|
| Aquatics Center                | Special Use Facility    | 8     |
| Centennial Recreation Center   | Special Use Facility    | 5.9   |
| Community & Cultural Center    | Special Use Facility    | 6     |
| El Toro Youth Center           | Special Use Facility    | *0.3  |
| Friendly Inn Non-Profit Center | Special Use Facility    | 0     |
| Outdoor Sports Center          | Sports Park             | 38    |

\* Not counted in the current 2016 level of service calculations

## RECREATION PROGRAMS

### Recreation Programs: Key Findings

- **Residents highly value programming and events** that provide exercise and that are fun and entertaining.
- **Morgan Hill is regularly adding and changing recreation classes** to incorporate new fitness trends and interests. City staff has been successful in adapting to evolving demand with new programs and events.
- **Programs can be better distributed** throughout the City, including in neighborhood parks. The City's program offerings are primarily held at the CRC, CCC, and AC, which may be a barrier to reaching many participants.
- **The City enjoys very high cost-recovery rates** for its programming, which provides ongoing support for program development and scholarship opportunities.
- **Morgan Hill's cultural and historic resources** can be a focal point of education and programming and better integrated with the City's existing system.
- **Community members would like to see more family-friendly events, movies, and concerts** at facilities and in parks throughout the City.
- **Community members identified the costs of classes** as the top reason that they do not participate in programming.
- **Promoting programs, membership and scholarship opportunities** are critical to reaching new audiences and markets and ensuring inclusive participation.
- **There is interest in expanding programs and classes into the City's parks.** Community members showed interest in adult recreation and fitness classes as well as youth programs.
- **The unique partnership with the YMCA of Santa Clara Valley** supports enhanced programming at City recreation facilities.
- **The City's youth programming and services are shaped by the "Developmental Assets" framework,** a widely-used approach to childhood and adolescent development focused on helping adults connect with youth in a positive way that helps young people thrive.

### Recreation Programs System and Needs

The City of Morgan Hill Recreation and Community Services Division provides a wide variety of recreation programs designed for a diverse age range and varied interests. The City offers classes in the following program areas: Education, Special Interest, Art, Dance, Fitness, Sports, Camps, Training, and Aquatics. The City's indoor and outdoor recreation facilities

allow for year-round programming that varies seasonally, ranging from aquatic classes to preschool programs. Programs include classes, sport leagues, sport competitions, youth camps, drop-in activities, and events. The City plays an important role as a facilitator of community services, helping bring essential support for residents of all ages to the south county.

To evaluate the capacity of Morgan Hill's facilities and programs to meet demand, the project team reviewed and analyzed reservation data and considered the observations of staff and consultants. There are many program offerings for preschool-age children, youth, adults, teens, and seniors. The City and its partner, the YMCA, have adopted the Developmental Assets framework as an integral part of its programs and services. The framework identifies 41 assets, which include both external experiences which provide young people with support, empowerment, and boundaries and the internal values, strengths, and commitments that they need to thrive.

The City provides programs geared towards families and groups, including social events and special activities. There are limited programs targeted toward people with disabilities, although there are adaptive open swim times and an adaptive dance event. The City does not currently offer bilingual programs, although it promotes some programs with ads in Spanish. The planning process included an analysis of program registration, City data and strategic plans, and collaboration with City staff to identify gaps and opportunities in the City's offerings and to inform facility recommendations driven by programming needs.

## Membership

The City has unique recreation program capacities with the CRC, which also houses the Senior and Teen Centers. The CRC Memberships Strategic Plan developed in 2015 is updated annually and used to maintain focus on membership needs. The CRC, in partnership with the YMCA, conducts a member satisfaction survey and prime market areas analysis that help support the strategic plan. An analysis concluded that the CRC membership supports residents of all income levels; however, the memberships are not totally aligned with the community in terms of household income and there are opportunities to serve more low income households.

## Health and Wellness

CRC facility operations and classes, including health and wellness programs, are provided through a partnership between the City of Morgan Hill and the Mt. Madonna YMCA. The CRC is the hub for membership-based programs. However, several aquatic-based membership programs are offered at the AC and a small number of membership health and wellness classes are offered at the CCC. At the time of this Master Plan development, the City is planning to expand to CRC with additional space for fitness facilities.

## Aquatic Programs

The City's aquatic programs put into action its commitment to supporting healthy residents throughout their lives. As noted in the Aquatics Strategic Plan (2010), the City values aquatics as a lifetime activity that creates community through improved physical health and wellness, economic development, water safety, and youth development emphasizing respect,



## Chapter 2: Existing Conditions and Community Needs

responsibility, caring, and honesty. The City's two primary aquatics programs are swim lessons, which is the City's largest program outside of CRC membership, and the Recreational Splash Aquatics Swim Team.

### Preschool

The City is a facilitator and partner of valued community services, including the Recreation Preschool Program. The City provides both staffing and facilities for the preschool programs. The City's preschool programs include Little Learners, an enrichment program for three-to-four-year-olds offered two days per week; Kinder Learners, a program for four-to-five-year-olds offered three days per week; and Afternoon Preschool for three-to-five-year-olds offered three days per week. The program is at capacity and has wait lists. At the time of this Master Plan, a proposed expansion to the CCC would provide another classroom for the preschool. The expanded capacity would provide for the growing community need and allow for greater long term cost recovery. The City will need to evaluate the feasibility of expanding the preschool program to meet a growing demand.

### Senior Programs

Currently, the City facilitates the Senior Center by providing programs and services, facility space, and partnering with community based organizations. The City specifically partners with the YMCA to offer the Senior Lunch program with funding from the County of Santa Clara. In 2015, the City developed the Senior Programs and Support Strategy to provide program guidance for Senior Center programming and sustainability. The Senior Center's collaborative funding model supports its broad service area. In 2016, the City adopted an "Age-Friendly" resolution, further supporting its commitment to fulfilling seniors' expanding and diversifying needs. The City will need to evaluate its role in meeting the needs of a growing and diversifying senior population.



## BIKEWAYS AND TRAILS

### Bikeways and Trails: Key Findings

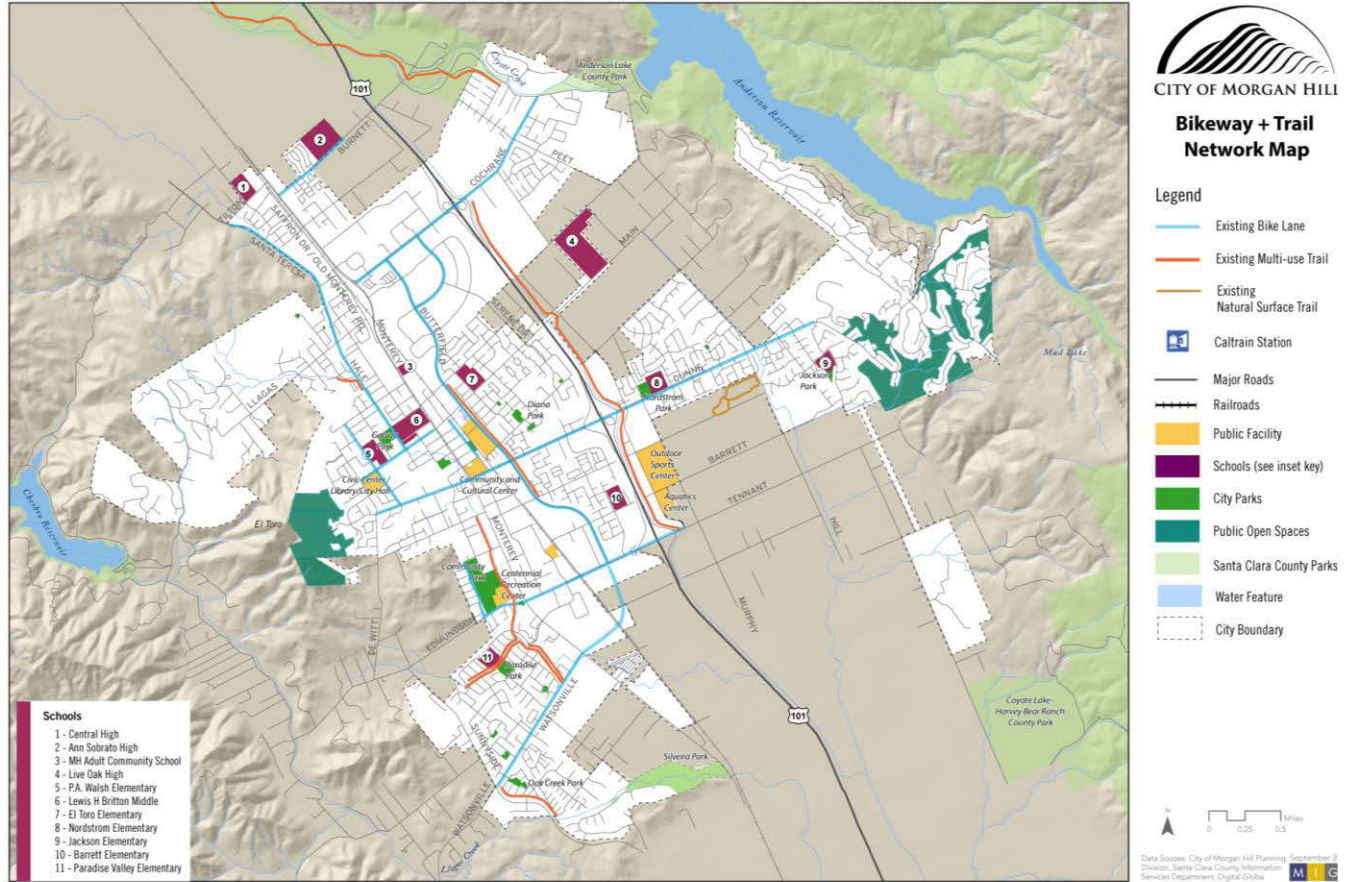
- **Public engagement results consistently showed that Morgan Hill residents support safe walkability and bikeability** on off-street trails as well as paths along major travel routes.
- **A connected and robust bikeway network is a top priority for the Morgan Hill Community.** There is a need to improve connections from residential neighborhoods to schools, Downtown, and regional destinations.
- **Community members identified improved bikeway connections to Downtown as a priority.**
- **Highway 101 is a major barrier** for people walking and people riding bicycles traveling east-west. The lack of safe and comfortable crossing options discourages many people from biking and walking between the City's eastern and western neighborhoods.
- **Community members showed a strong desire for bicycle facilities that encourage bicycling among residents of all ages and abilities.** Some bikeways are separate from fast moving car traffic and include few barriers, such as complex intersections or crossing busy streets.
- **There is a gap between the heavily used Coyote Creek Trail and local bikeways.** Residents are interested in accessing regional parks and trails via safe bikeways and community stakeholders would like regional trail users to travel safely into the City.
- **El Toro is the most important trail development project for residents,** although public input also indicated support for loop trails and more natural surface trails in open spaces.
- **Trails and bikeways present many opportunities to partner with other agencies** to better connect residents to regional assets.

### Bikeways and Trails System and Needs

The Morgan Hill bikeways and trails network includes various types of bikeways and trails that provide transportation and recreation opportunities for people who walk, bike, and hike. The City's existing bikeways and trails network developed in segments over time, resulting in a network with limited connectivity. Most of Morgan Hill's existing bikeways are on-street bike lanes. In addition to its on-street bikeways, the City recently developed two multi-use trails—Butterfield Trail (also known as the Butterfield Linear Park) and West Little Llagas Creek Trail—and has plans to expand both. The City is also working to improve the loop trails at Silveira Lake.

## Chapter 2: Existing Conditions and Community Needs

Figure 2-8: Existing Bikeways and Trails Map



The project team evaluated and mapped the City’s existing bike and trail network, planned improvements, and findings and feedback from the recent Downtown road diet pilot program. In addition, the team collaborated with the County and other regional partners to identify shared priorities and opportunities for collaboration, and to ensure consistency across plans.

Throughout the process, public input clearly highlighted the need for improved connections to and between City parks, recreation facilities, and popular destinations like Downtown and the Coyote Creek Trailhead. In particular, residents want to see safe bike and pedestrian routes for all ages and abilities, not just experienced cyclists. People traveling through the City by bicycle and walking/rolling experience significant barriers. Community members identified wide streets, busy streets, and no bike lanes as the top barriers to getting to parks, open spaces, facilities, and trails in Morgan Hill. Because of the City’s irregular border, many paths of travel alternate between City and County land, creating challenges to coordinate future improvements and making it difficult for residents to know whom to contact for a specific problem or improvement. While the County is open to roadway enhancements, lack of funding limits the work the County can perform. Many intersections adjacent to bikeways lack bike and pedestrian amenities and improvements that support safe and easy connectivity. Throughout the planning process, community members identified intersections as a major barrier to active transportation.

## Chapter 2: Existing Conditions and Community Needs

A more complete bikeways and trails network will provide greater opportunity for physical activity, outdoor recreation, and safe active transportation, and create a truly integrated parks, recreation, bikeways, and trails system.

As part of this planning process and with support from Santa Clara County Health Department and funding from the Centers for Disease Control, the City developed a resource to encourage use of existing bikeways and trails. The Bike Walk Morgan Hill! brochure and map provides information on safe walking and biking and identifies preferred routes to major destinations. It is available from the City and included as Appendix E to this Master Plan.

The following Recreation Facility classifications were established by the previous Master Plan (2001). This Master Plan (2017) recommends new classifications (see Chapter 4) that better serve Morgan Hill's trail system.

**Table 2-8: Bikeway and Trail Classifications (2001)**

| Facility                  | Description                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Natural Surface Trail     | A path of travel for recreation and/or transportation within a park, natural environment, or designated corridor that is not classified as a highway, road, or street. 100 percent of trail acreage and adjacent recreational uses are included in LOS calculations.                                                                                                                                                       |
| Multi-Use Trail (Class I) | A multi-use trail allows for two-way, off-street pedestrian and bicycle use. Wheelchairs, joggers, skaters, and other non-motorized users are also welcome. These trails are frequently found in parks, along rivers, beaches, and in greenbelts or utility corridors where there are few conflicts with motorized vehicles. 100 percent of trail acreage and adjacent recreational uses are included in LOS calculations. |
| Bike Lane (Class II)      | Bike lanes provide a striped lane for one-way bike travel on a street. Bike lanes that are not buffered are not recommended for future development.                                                                                                                                                                                                                                                                        |
| Sidewalk Connections      | Sidewalks are used throughout Morgan Hill's trail system when a more robust trail option is not feasible.                                                                                                                                                                                                                                                                                                                  |

## Chapter 2: Existing Conditions and Community Needs

The following table includes an inventory of City trails. Trail acreage, unlike bikeways, is included in the City's level of service calculations.

**Table 2-9: Morgan Hill Trails Inventory (2016)**

| Trail                          | Trail Classification                                                                                         | Acres | Miles |
|--------------------------------|--------------------------------------------------------------------------------------------------------------|-------|-------|
| Butterfield Trail              | Multi-use                                                                                                    | 2.09  | 0.8   |
| Madrone Channel Trail          | Natural surface (joint-use agreement with Santa Clara County Valley Water District)                          | 6     | 3     |
| West Little Llagas Creek Trail | Multi-use (includes some land managed through a joint-use agreement with Santa Clara County Valley District) | 1.1   | 1     |
| Percolation Ponds Trail        | Natural surface (joint-use agreement with Santa Clara County Valley Water District)                          | 1.21  | 1     |



## PARKLAND LEVEL OF SERVICE

The City is committed to balancing its neighborhood and community parks with its sports and special use facilities. Since the 2001 Parks and Recreation Master Plan, the City has tracked its park acreage by the park types described above. The park classifications help to guide the City's park design and planning, while park acreage helps the City determine its level of service (LOS). To better reflect how community members use and would like to use their park and recreation facilities, this plan recommends revisions to the 2001 Parks and Recreation Master Plan facility classifications and level of service calculations (see Chapter 4). The Level of Service described below reflects the revised classifications and calculations.

Morgan Hill has established an LOS standard of five acres of parkland per 1,000 residents. This standard allows the City to determine a Quimby Act Fee and helps with planning for new parks needed to keep pace with development. **The City currently provides an LOS of 3.4 acres/1,000.** There is a need for the City to acquire and develop more land to meet the need of its current and future population.

The classifications and LOS standard provide parameters that guide the development and maintenance of parks in order create equitable recreation opportunities across the system. Community input points to more nuanced differences between the parks. The public engagement results revealed community members' park usage patterns and preferences. Residents' favorite parks are larger community and regional parks that are also the most-frequently visited parks. Residents value that these parks offer many activities for a range of ages and interests in one location. Community members frequently travel outside of their neighborhood, and sometimes even the City, to access their favorite parks and in search of diverse amenities (see Figure 2-7). There is demand for diversified play experiences. The Downtown pop-up parks were a great success and residents would like to see some of these elements in other City parks. Community members expressed support for multigenerational amenities, flexible play experiences, and nature play.

# CHAPTER 3

## Vision and Goals

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### INTRODUCTION

The City of Morgan Hill has made significant progress toward the goals and priority projects included in the Parks and Recreation Master Plan (2001) and has many accomplishments on which to build future growth and success. The overarching vision and goals for the Bikeways, Trails, Parks and Recreation Master Plan (Master Plan) were developed from public and stakeholder input, including the community goals articulated in the Morgan Hill 2035 General Plan. They provide an aspirational description of the City's future parks, recreation, bikeways, and trails system, and establish the framework on which the Master Plan policies and projects are based.

### VISION AND GOALS

The City of Morgan Hill shall strive to expand and improve its system of parks, recreation facilities, programs, bikeways, and trails to support **community health, economic development, and quality of life** in Morgan Hill.

The following goals refine the direction of previous master plans and provide the policy framework to guide decisions and investments to achieve the system envisioned in this Master Plan. The policies and projects outlined in Chapter 4 and the actions in Chapter 5 are specific actions for realizing these goals. Over the next twenty years, the improvements and investments outlined in this plan will:

1. Improve connections between residences and the network of City parks and facilities;
2. Diversify the experiences in the City's parks and along its trails;
3. Engage people of all ages and all abilities;
4. Support the health and wellness of all community members;
5. Inspire a sense of community and place through arts, culture, and historic resources;
6. Respond to changing conditions and evolving preferences;
7. Ensure equitable access to programs and places for recreation and activity;
8. Leverage partnerships to maximize community benefit and use resources efficiently;
9. Balance active recreation with unprogrammed open spaces;
10. Continue to provide regional recreation destinations for visitors that support economic growth;
11. Enhance safety and navigation to key recreation destinations and along popular routes;
12. Invest in and maintain existing assets while carefully planning for future growth; and
13. Promote financial stability for operation of City facilities.

### Chapter 3: Vision and Goals

The policies, programs, and projects in this Master Plan will realize the vision and goals articulated above. Over the next 20 years, the City will create an integrated, connected set of park and recreation assets and transportation infrastructure, as illustrated in Figure 3-1.

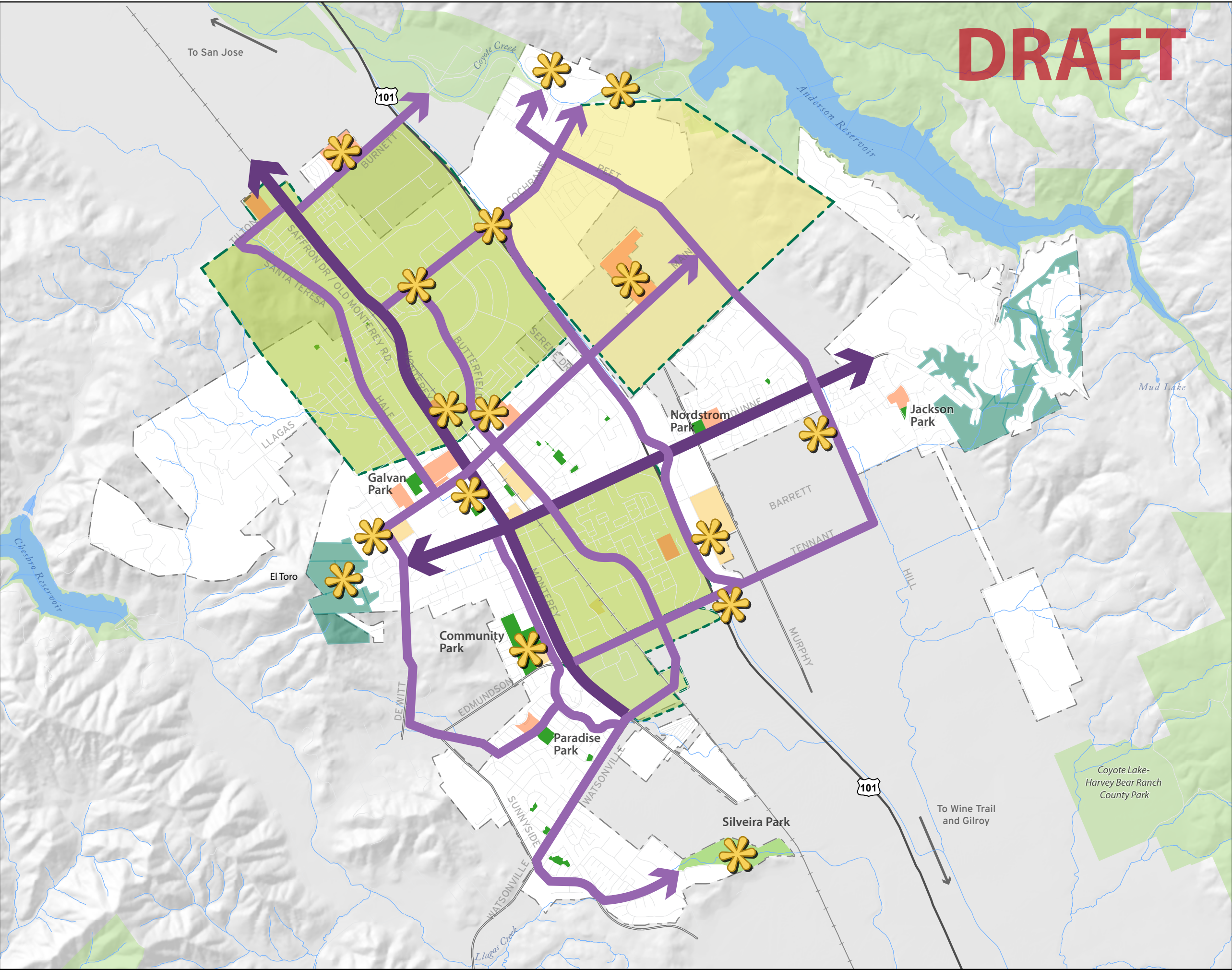


CITY OF MORGAN HILL

Proposed Bikeways  
Trails, Parks and  
Recreation System

Legend

- Priority Connections
- Priority Connections
- Community Destinations
- New Community Park Search Area
- New Neighborhood Search Area
- City Parks
- Public Facility
- Schools
- Non Recreational Open Spaces
- Santa Clara County Parks
- Water Feature
- Major Roads
- Railroads
- Caltrain Station
- City Boundary



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# CHAPTER 4

## Policies, Actions and Projects

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### INTRODUCTION

This chapter includes the recommendations and initiatives to realize the vision for the future of Morgan Hill's Bikeways, Trails, Parks, and Recreation system. These directives build on the community needs assessment and goals identified in preceding chapters. They are organized into policies and supporting actions that will guide the implementation of the policy or strategy. While the goals in Chapter 3 present an integrated vision of the system, the policies, actions, and programs here in Chapter 4 are organized by plan element – parks, recreation (including programs, community services, and facilities), bikeways, and trails. There are also policies and actions that apply systemwide, and for organizational development and management. Each element is assigned a letter and number, with supporting policies listed numerically below.

Following the policies and actions, beginning on page 4-31, are tables describing recommended projects that will implement the preceding policies.



## PARKS

Morgan Hill is committed to providing an integrated and diverse park system by balancing development and investment in different types of parks and open spaces. The planned park system is designed to best meet needs and preferences expressed by community members through the master planning process.

The following Park Classifications table describes the types of existing and recommended parks and open spaces. The classification system was updated and customized to best reflect the current use of Morgan Hill's parks as well as the priority for future investment and development.

**Table 4-1: New Park and Open Space Classifications**

| Park Classification  | Typical Size      | Service Area                                     | Description                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------|-------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Mini Parks           | 1 acre or smaller | Immediate neighborhood (up to quarter-mile walk) | <p>Mini Parks provide open space to residential neighborhoods. Due to the limited size and high maintenance costs for limited recreational value, Mini Parks are not recommended for residential neighborhood parks in the future.</p> <p>Mini parks can also be small parks with specific functions such as community gardens or social gathering spaces. This type of Mini Park is appropriate for Downtown or other dense mixed-use areas.</p> |
| Neighborhood Park    | 1-3 acres         | Walking distance (half-mile walk)                | A Neighborhood Park is intended primarily for the enjoyment of nearby neighbors within a short walk or bike ride. These parks often include limited recreation amenities—such as playgrounds, sport courts, and open turf play areas. They serve as social gathering spaces and may also include natural areas.                                                                                                                                   |
| Small Community Park | 3-10 acres        | Citywide                                         | Small Community Parks serve the needs of the entire City and are destinations for residents from across the City as well as adjacent neighborhoods. They provide more amenities than neighborhood parks and allow group activities.                                                                                                                                                                                                               |

| Park Classification                         | Typical Size               | Service Area                                   | Description                                                                                                                                                                                                                                                                                                                        |
|---------------------------------------------|----------------------------|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Large Community Park                        | 10 or more acres           | Citywide                                       | Large Community Parks focus on meeting the recreational needs of the community at-large. They provide a diversity of amenities and activities and allow for group activities and other recreational pursuits that are not recommended at neighborhood parks. Large Community Parks may include both outdoor and indoor facilities. |
| Recreational Open Space                     | No minimum or maximum size | Citywide                                       | Recreational Open Spaces provide publicly accessible undeveloped recreation opportunities and opportunities to be in nature. They also protect ecological functions and scenic or heritage resources while providing green corridors for trails and greenways.                                                                     |
| Non-Recreational Open Space                 | No minimum or maximum size | Citywide                                       | Non-Recreational Open space is not publicly accessible. The primary function of these spaces is to protect ecological functions and scenic resources valued by residents. Non-recreational open space is managed by the City's Parks & Recreation Department.                                                                      |
| Privately-owned, Privately Accessible Parks | Depends on facility        | Neighborhood served by residential development | Privately-owned Parks are generally within a residential area for the exclusive use of residents and are privately developed and maintained by the homeowner or resident association or property managers.                                                                                                                         |
| Privately-owned, Publicly Accessible Parks  | Depends on facility        | Neighborhood served by residential development | Privately-owned, publicly accessible Parks are generally within a residential neighborhood. They are privately developed and maintained by the homeowner or resident association or property managers but allow access to the public.                                                                                              |

## Recommendations: Parks

- P1. Distribute City-owned neighborhood and community parks throughout the City to fill existing gaps and prevent future gaps, especially where densely populated areas are not well-served by parks.**

### Actions

- P1-1.** Strategically identify and acquire land for a new large community park east of Hwy 101 to be developed as Morgan Hill continues to expand. (See Figure 3-1.)
- P1-2.** Site new small community parks in areas of new growth and development, consistent with the 2035 General Plan.
- P1-3.** Focus City resources on improving and developing large community, small community and neighborhood parks, recognizing that privately-owned parks meet the need for small, close-to-home parks for many residents.
- P1-4.** Continue encouraging the development of high quality neighborhood parks and privately-owned parks in new developments through the Residential Development Control System (RDCS) competition requirements. Ensure that parks constructed and maintained by developers meet the City's park standards described by General Plan Policy HC-3.31.
- P1-5.** Continue to maintain the City's existing Mini Parks while not adding (acquiring or developing) more, unless developed to meet specific goals in this plan.
- P1-6.** Construct the planned Downtown parks and trails, including Railroad Park, Third Street Creek Park, and Nob Hill Trail Park.
- P1-7.** Partner with the Morgan Hill Historic Society to expand and diversify the community uses of Villa Mira Monte and integrate it into the Downtown park system.

- P2. Maximize park access to ensure community members can comfortably and easily travel to and use the parks closest to their homes.**

### Actions

- P2-1.** Strive to meet the five acres/1,000 residents level of service park standard as defined in Chapter 2.
- P2-2.** Expand the level of service definition to include a walkability standard with a goal that every resident lives within a half-mile walk of a park and residents in higher-density areas of the City live within a quarter-mile walk of a park.

- P2-3.** Strive to reach the 60/40 use ratio for residents/non-residents at the City's current and future Recreation and Special Use Facilities to ensure that the facilities meet local demand.
- P2-4.** Encourage public accessibility of new privately-owned and developed parks through the RDCS process.
- P2-5.** Strive to connect new and existing parks to surrounding neighborhoods and commercial centers via bikeways, multi-use trails, sidewalks and vehicle access including adequate parking.

**P3. Continue to create unique park features and programs in Downtown.**

**Actions**

- P3-1.** Develop the new permanent Downtown parks.
- P3-2.** Plan future pop-up and temporary programs and installations in Downtown parks.
- P3-3.** Integrate public art into the Downtown parks.
- P3-4.** Program community events including performance art, concerts, and family events in Downtown parks.

**P4. Partner with Morgan Hill Unified School District (MHUSD) to increase access (i.e., keep gates unlocked) to school facilities during non-school hours.**

**Actions**

- P4-1.** Develop formal joint use agreements to enhance access and amenities at existing and future school sites.

**Relevant Sites**

Nordstrom Park/School, Paradise Park/School, Jackson Park/School, El Toro School, Future Borello School Site, Other Future School Sites.

- P4-2.** Consider joint planning for facilities at Paradise and Nordstrom Parks/Schools.
- P4-3.** Review opportunities to increase park land and amenities adjacent to Jackson Park/School.
- P4-4.** Partner with the school District to land bank for future park sites adjacent to future school sites.



**P5. Work in partnership with the Santa Clara County Parks and Recreation Department and Santa Clara Valley Open Space Authority to enhance community use of regional parkland adjacent to and near the City and to bring regional visitors to the City, per General Plan Policy HC-3.15.**

**Actions**

- P5-1.** Promote nearby County and regional facilities with the citywide bikeways and trails map that encourages active transportation to park and open space destinations.
- P5-2.** Consider joint-use agreements to develop park activities and amenities in heavily-used nearby Anderson County Park.
- P5-3.** Partner with the County and OSA to support and fund regional recreational facilities located in City parks and facilities.

**P6. Enhance and diversify play environments throughout the City.**

**Actions**

- P6-1.** Prioritize park improvements and playground enhancements in underserved areas of the City, including northwest Morgan Hill.
- P6-2.** Diversify the types of play equipment and experiences in community and neighborhood parks by adding nature play, adventure play, and creative play opportunities.
- P6-3.** Replace outdated play structures with new types of play equipment and play environments.
- P6-4.** Add more multigenerational play experiences to neighborhood and community parks.
- P6-5.** Provide nature play experiences throughout the system.
- P6-6.** Expand recreation uses near Silveira Lake and consider integrating a fishing pond into new park sites.
- P6-7.** Construct the Inclusive Playground at Community Park.

**P7. Support Morgan Hill as a sports tourism and recreation event destination by hosting events within the City.**

**Actions**

- P7-1.** Form a Destination Management Organization, Visitors Bureau or Sports Commission to promote Morgan Hill and ensure unified, coordinated promotion activities.

- P7-2.** Promote Morgan Hill sports tourism via social media, web, and traditional marketing means.
- P7-3.** Provide a streamlined and customer-friendly special events permit applications process.
- P7-4.** Continually evaluate management partnerships for the OSC and other Sports Facilities.

**P8. Enhance park amenities to increase park user comfort and accessibility.**

**Actions**

- P8-1.** Add shade structures and trees that provide shade to parks, especially over play and seating areas. Every City park in Morgan Hill has opportunity for additional shade.
- P8-2.** Ensure that shade is included when designing and developing new parks.
- P8-3.** Add restrooms to small community parks.
  - Locate restrooms where they are highly visible from the street and nearby activity areas.
  - Consider restroom designs that minimize ongoing maintenance costs and enhance safety.

**Relevant Sites**

Nordstrom Park, Paradise Park, and Diana Park.

- P8-4.** Install drinking fountains that allow for easy water bottle refilling (as feasible) and separate pet drinking stations (as appropriate) throughout the park and trail system.
- P8-5.** Add additional seating to parks, focusing on seating options designed for comfort and social interaction.
- P8-6.** Add wi-fi to high use parks, especially Downtown Parks.

**P9. Expand opportunities for fitness and health oriented activities for all ages in Morgan Hill parks.**

**Actions**

- P9-1.** Pilot fitness equipment in two (2) parks and monitor and evaluate usage. Identify opportunities for unique fitness stations and equipment, such as par course.

**Relevant Sites**

Nordstrom Park and Galvan Park.

**P9-2.** Improve pedestrian and bicycle connections to parks so that users can access parks via active transportation modes.

**P9-3.** Identify opportunities for loop trails within new parks and JUA facilities.

**P10. Continue investing in destination community parks that offer a range of activities.**

**Actions**

**P10-1.** Implement planned lighting and handball court improvements to Galvan Park to enhance access and safety.

**P10-2.** Continue working with community members to identify priority improvements for Galvan Park.

**P10-3.** Continue to maintain and program Community Park at a high standard while adding and enhancing amenities.

**P10-4.** Design a new large community park to provide the same high level of services as the existing Community Park while also offering unique experiences that establish the park as a destination. Consider including the following elements in the new community park:

- Fenced dog park;
- Bike skills/pump track;
- Traffic garden (bicycle and safety and skills course);
- Fitness equipment;
- Loop trail;
- Parking;
- Tennis/pickleball;
- Sand volleyball;
- Water filling station; and/or
- Community garden.

**P11. Protect and improve un-programmed, flexible spaces in neighborhood and small community parks for informal games and other self-directed recreation uses.**

**Relevant Sites**

Galvan Park, Belle Estates Park, Stone Creek Park, Diana Park, Jackson Park, Paradise Park, Mill Creek Park, Howard Wiechert Park, Hamilton Square Park, and Oak Creek Park.

**P12. Design new parks and park improvement that are welcoming, distinct, and represent the qualities of the park and surrounding neighborhood.**

**Actions**

**P12-1.** Enhance park entry points by providing seating or other features to help activate entrances and make them highly visible from the street and from

within the park. Where needed, install signage to clearly identify the accessible path of travel or direct users to primary points of entrance.

#### Relevant Sites

Belle Estates Park, Community Park, Diana Estates Park, Fox Hollow Park, Galvan Park, Jackson Park, Murphy Springs Park, Paradise Park, and Oak Creek Park.

**P12-2.** Locate certain site furnishings, including trash receptacles and pet care stations, outside of the park entry points in order to improve the aesthetic qualities of the entry.

**P12-3.** Design spaces that are simple and logical to facilitate wayfinding by people of all abilities.

**P12-4.** Incorporate public art into parks.

### **P13. Provide urban agriculture opportunities throughout the City to provide access for residents.**

#### Actions

**P13-1.** Establish one or more permanent locations for the community garden and expand its capacity.

**P13-2.** Maintain a community garden opportunity in downtown for higher density housing.

### **P14. Integrate more natural elements and spaces and nature play opportunities into Morgan Hill's parks system.**

#### Actions

**P14-1.** Reveal and enhance nature and natural processes using native plants and by using stormwater management as a functional and aesthetic park feature.

**P14-2.** Incorporate low-impact, drought-tolerant plantings in new and existing parks to minimize irrigation requirements and enhance visual interest without reducing usable turf area.

**P14-3.** Develop nature play areas in appropriate areas that allow children and users of all ages to interact with nature and natural materials.

#### Relevant Sites

Jackson Park, Murphy Springs Park, and New Downtown Parks.

## RECREATION

The City of Morgan Hill provides recreation facilities and programs that are well loved and used by the community. There are opportunities to broaden participation in existing programs and expand and diversify programs and facilities to meet the community's growing and changing needs and interests. The existing and potential future facilities recommended in this section are important to advancing the City's sports tourism goals.

### Recommendations: Programs / Membership / Facility Rentals

**PR1. Create programming that supports City goals to build community cohesion, support families, and encourage healthy lifestyles.**

**PR2. Develop and promote programs to serve the entire Morgan Hill community.**

#### Actions

**PR2-1.** Continue providing the scholarship program for CRC memberships and recreation programs.

**PR2-2.** Increase awareness of available programs and scholarships through increased bilingual outreach and strengthened outreach to a diversity of community-based organizations such as churches and non-profits groups.

**PR2-3.** Expand program offerings for teens and preteens.

**PR2-4.** Reach out to residents that are differently abled, have limited mobility, and seniors to better understand how existing programs may be made more adaptable and inclusive and if there is a need for adaptive programs.

**PR3. Continue to ensure flexibility in program offerings so that new programs can be tested and unpopular programs can be retired.**

#### Actions

**PR3-1.** Use evaluation criteria tied to registration rates, community need, and cost recovery to inform programming decisions.

**PR3-2.** Develop pilot recreation programs to test and evaluate the community's interest in new types of classes, events, and activities.

**PR3-3.** Diversify offerings within a programming category (e.g., fitness) rather than adding identical programs to meet peak demand.

**PR4. Diversify the location of programs beyond the CRC, CCC, and AC.**

#### Actions

**PR4-1.** Offer programs in neighborhood and community parks throughout the City, including fitness classes and youth programs.



**PR4-2.** Focus outdoor programming in neighborhood and small community parks in the northwest areas of the City to reduce barriers to participation and address under-served neighborhood needs.

**PR4-3.** Pilot mobile programming in neighborhood and small community parks throughout the City.

**PR4-4.** Offer special events, such as movie nights, in neighborhood and community parks throughout the City.

**PR5. Continue to provide recreation-based preschool services and expand capacity as needed.**

### Actions

**PR5-1.** Expand the preschool program to support increased cost recovery of recreation programs.

**PR5-2.** Consider increasing preschool programs through facility expansion.

## Recommendations: Community Services

**CS1. Continue to serve as a facilitator of community and social services to ensure there are family support services for all ages in Morgan Hill.**

### Actions

**CS1-1.** Maintain and enhance partnerships with non-profit organizations to facilitate the delivery of services to Morgan Hill and south County residents.

**CS1-2.** Continue to provide facility space for community services including day care and senior services, focusing on multi-use and multi-generational spaces.

**CS2. Proactively plan to adapt and/or expand senior services to meet projected growth in demand.**

### Actions

**CS2-1.** Support the City's Age-Friendly City resolution by meeting the needs of the growing senior community.

**CS2-2.** Update the Strategy for Older Adult Programs and Services, incorporating the World Health Organization "Age Friendly City" designation to guide future programmatic planning.

**CS2-3.** Conduct a feasibility analysis to determine which type of Adult Day Care Program is needed in Morgan Hill and the partnerships required to provide these services.

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- CS2-4.** Evaluate options to support “transitions” that allow older adults to age in place in Morgan Hill.
- CS2-5.** Develop a sponsorship and donation program that will support growth of the Senior Support Endowment Fund.
- CS2-6.** Continue to partner with the YMCA, County of Santa Clara, and/or other organizations to provide the Senior Nutrition Program.
- CS2-7.** Continue to use partnerships to enhance resources and deliver services for Older Adults at the Senior Center and throughout the community.
- CS2-8.** Continue to actively participate in regional Older Adult initiatives such as the Santa Clara County Seniors Agenda.
- CS2-9.** Support improved transportation for Older Adults through partnerships and operations.
- CS3. Continue to support Community Service activities that support community health.**

### Actions

- CS3-1.** Continue to actively recruit community-based community service organizations to locate at the City-owned Non-profit Center and/or alternate locations within the City.
- CS3-2.** Support the Boys & Girls Club of Silicon Valley’s future use of the Friendly Inn Community Center, including evaluating the feasibility of a facility exchange or relocation for the community service organizations currently using utilizing the Friendly Inn.
- CS3-3.** Seek grant funding to support after-school programs and activities for residents in underserved and low-income areas.
- CS3-4.** Support partnerships and collaborations with government agencies and non-profit organizations that provide social services to youth in the community, such as South County Youth Task Force, South County United for Health and Community Asset Builders.
- CS3-5.** Continue to support the Boys and Girls Club of Santa Clara County or other non-profit organizations to operate the El Toro Youth Center.

## FACILITIES

The following Facilities Classifications table describes the types of recreation facilities recommended for Morgan Hill's future system.

**Table 4-2: Morgan Hill Recreation Facility Classifications**

| Classification        | Service Area                                                                                                                                 | Description                                                                                                                                                                                                                                                                                  |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Recreation Facilities | <b>Citywide.</b> Users include all residents, community-based organizations and school groups and may serve non-resident sport participants. | These properties were purchased or designated for a specific purpose, or were acquired to take advantage of a unique feature. These facilities require staff to manage and operate. Special use facilities include the Outdoor Sports Center, Aquatic Center, and Villa Mira Monte property. |
| Special Use Facility  | <b>Citywide.</b> Users include all residents, community-based organizations and school groups                                                | Special Use Facilities provide space for specific uses. They are often rented for events or classes and are not always open to the public for general use. These facilities include Centennial Rec Center, the Community & Cultural Center, and El Toro Youth Center.                        |

### Recommendations: Facilities

- F1. Incorporate historic and cultural resources into the parks and recreation system when the resources provide opportunities for community education, events, and recreation, in support of General Plan Goal HC-8.**

#### Actions

- F1-1.** Develop a partnership with the Morgan Hill Historical Society to make Villa Mira Monte viable and sustainable as a community resource.
- F1-2.** Ensure future site development includes:
- Culturally, historically, and context appropriate design approaches to improvements and additions.
  - Expanded recreation uses.
  - Property improvements designed to integrate into the Downtown parks system and facilitate attracting more visitors to Downtown businesses.
  - Design improvements to maximize revenue and limit ongoing maintenance costs.
  - Improved technology at the site.

- Opportunities for urban agriculture and agriculture education with a demonstration garden/orchard or a community garden.

**F1-3.** Continue to collaborate with the Historical Society to support organization and site management and operations.

- The Morgan Hill Historical Society should continue to manage the Villa Mira Monte Site.
- Consider providing operational support to the Historical Society to hire limited-term staff for site management with the intent to identify and secure revenue for long-term fiscal sustainability.
- Ensure future programming includes establishing and expanding revenue generating uses such as event rentals as well as programming to attract new visitors to the site.
- The City shall utilize existing Community Services Department resources to coordinate marketing and promotion of the site to increase access and revenue generation.
- Consider formally assigning the Library, Culture, and Arts Commission to make recommendations relating to historic resources.

**F2. Support the development and maintenance of infrastructure that supports sports tourism, per General Plan Policy ED-4.3.**

**Actions**

- F2-1.** Pursue the development of a new Baseball / Softball Field Complex on City-owned land in the SE Quadrant. The new fields should focus on serving local teams and players. However, accommodating smaller regional tournaments may also be considered.
- F2-2.** Conduct a market study to evaluate the feasibility of a regional sand volleyball tournament complex adjacent to the OSC/AC.
- F2-3.** Develop a site plan for 10 acres of property adjacent to the Aquatics Center and Outdoor Sports Center, for which the City has a future option to purchase. Property shall be used for parking and additional regional sports uses (sand volleyball, additional soccer fields, etc.).
- F2-4.** Update aging facilities at the Outdoor Sports Center including replacement of existing turf fields, considering new turf to replace natural grass fields, installation of lighting and more frequent routine maintenance at the facility.
- F2-5.** Consider a market study to evaluate the feasibility of an indoor multipurpose facility.

- F3. Ensure that regional use of Morgan Hill’s recreation facilities do not adversely impact established neighborhoods and that they support quality of life for residents.**

#### Actions

- F3-1.** Site regional recreation facilities outside of established residential neighborhoods to avoid traffic, parking, and noise impacts.
- F3-2.** Consider transportation programs such as shuttles and bike shares that will minimize impacts from vehicular traffic and encourage visitors to travel to Downtown Morgan Hill and other shopping and dining centers.
- F3-3.** Develop adequate parking at recreation and sports facilities.

- F4. Actively pursue joint-use agreements with MHUSD to help meet demand for sports fields and indoor facilities, per General Plan Policy HC-3.25.**

#### Actions

- F4-1.** Create joint use agreement(s) with the MHUSD for existing school gym and field facilities.
- F4-2.** Develop a new gym facility in partnership with the school district that meets the needs of both the City and MHUSD and is constructed, maintained, and programed through a joint-use agreement.

- F5. Maximize utilization of existing aquatic facilities, while ensuring high levels of maintenance and sustainable funding.**

#### Actions

- F5-1.** Adjust facility schedules to meet community demand for lap swim and programs with high demand.
- F5-2.** Establish a coordinated reservation system with the school district for access to high school pools.

- F6. Maintain and support public access to Morgan Hill’s destination parks and recreation facilities.**

#### Actions

- F7-1.** Continue to pursue 60 percent local use and 40 percent regional use for existing and new recreation facilities, based on hours of use.
- F7-2.** Continue to use the City’s community use policy to promote facility use for resident groups.
- F7-3.** Improve the lighting, accessibility, and irrigation at the OSC.



## BIKEWAYS AND TRAILS

The Morgan Hill community indicated that a connected bikeways and trail network that is accessible to all ages and abilities is a top priority. The following recommendations guide the development of an integrated system that supports an active and healthy lifestyle and increases multi-modal access to the City's popular destinations and services.

The following Bikeway and Trail Classifications describe the types of facilities recommended for Morgan Hill's future system. These facility types reflect national and statewide best practices.

**Table 4-3: Recommended Bikeway and Trail Classifications**

| Facility                       | Description                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Natural Surface Trail          | A path of travel for recreation and/or transportation within a park, natural environment, or designated corridor that is not classified as a highway, road, or street. 100 percent of trail acreage and adjacent recreational uses are included in LOS calculations.                                                                                                                                                       |
| Multi-Use Trail (Class I)      | A multi-use trail allows for two-way, off-street pedestrian and bicycle use. Wheelchairs, joggers, skaters, and other non-motorized users are also welcome. These trails are frequently found in parks, along rivers, beaches, and in greenbelts or utility corridors where there are few conflicts with motorized vehicles. 100 percent of trail acreage and adjacent recreational uses are included in LOS calculations. |
| Buffered Bike Lane (Class II)  | A buffered bike lane is a Class II Bikeway that has a marked (painted) buffer without flexible posted or inflexible barriers as the separation between the bike lane and the vehicular traffic lane. If a marked buffer is provided with flexible posts or inflexible physical barriers, this is considered a separated bikeway or protected bike lane.                                                                    |
| Protected Bike Lane (Class IV) | A Class IV Bikeway (separated bikeway) is a bikeway for the exclusive use of bicycles and includes a separation between the separated bikeway and the vehicular traffic. The separation may include, but is not limited to, grade separation, flexible posts, inflexible physical barriers, or on-street parking.                                                                                                          |
| Bicycle Boulevard (Class III)  | Bicycle boulevards are streets with low motorized traffic volumes and speeds, designated and designed to give bicycle travel priority. Bicycle Boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets.                                                                     |

## BICYCLE FACILITIES

Bicycle Boulevard



Protected Bike Lane



Buffered Bike Lane



Intersection Improvement



## Recommendations: Bikeways and Trails

**B1. Create a bikeways and trails network that serves the needs and abilities of cyclists of all ages and abilities, consistent with General Plan Policy TR-8.1.**

## Actions

**B1-1.** Construct the priority bikeway and trail projects identified in the Master Plan based on improving safety and enhancing both commute and recreational cycling, consistent with General Plan Policy TR-8.8.

**B1-2.** Prioritize the creation of all ages and abilities bikeway types including bicycle boulevards on neighborhood streets (local roadways) and protected bike lanes on busy streets (arterial roadways).

**B1-3.** Support General Plan Policy TR-8.3 by providing options for people of different abilities riding bikes by establishing alternative routes, such as direct routes on busy streets for experienced bike riders, and less direct routes on quieter streets, bicycle boulevards, and trails for less experienced and recreational bike riders.

**B2. Develop an interconnected network of bikeways and multi-use trails that safely connect neighborhoods and residences with workplaces, schools, parks, and community destinations, consistent with General Plan Goal TR-8.**

## Actions

**B2-1.** Strive to connect each new bikeway project to an existing bikeway, trail, or community destination. Provide complete connections in the network and avoid abruptly ending a bikeway before a connection is made.

**B2-2.** Prioritize implementation of projects that address existing barriers, including Highway 101 and challenging intersections, to facilitate and encourage walking and riding a bike to destinations.

- B2-3.** Where feasible and safe, support General Plan Policy TR-8.13 by requiring pedestrian and bicycle public access from a cul-de-sac to an adjacent public amenity, such as a park or school, or from a cul-de-sac to an adjacent street, especially when developing bicycle boulevards.
  - B2-4.** Support General Plan Policy TR-8.7 by designating private roads as part of the bikeway network if there is an agreement between the City and the appropriate owner for such a designation.
  - B2-5.** Coordinate bikeway and trail network implementation with partner agencies, including but not limited to Santa Clara County Parks and Recreation Department, Santa Clara County Roads and Airports, Santa Clara Valley Open Space Authority, and Valley Transportation Authority.
  - B2-6.** Conduct public engagement during bikeway and trail design and implementation.
- B3. Improve safety for all roadway users by providing bikeways and trails with comfortable separation from motor vehicles and a focus on safety.**

#### Actions

- B3-1.** Continue to support the City's adopted Vision Zero Framework to reduce traffic injuries and fatalities. Once adopted, implement strategies to improve safety.
- B3-2.** Upgrade existing bikeways to create dedicated space for people riding bicycles separated from motor vehicle travel and parking lanes where possible.
- B3-3.** Improve intersections to accommodate through and turning bicycle traffic with both time and space separation where possible.
- B3-4.** For all roadway improvements, implement vehicular, transit, and freight improvements that minimize conflict with people riding bicycles.
- B3-5.** Review opportunities to enhance technology for the Police Department to collect and upload bicycle-involved collision data to the County Crossroads database, to analyze for targeted enforcement and improvements to reduce the likelihood of future collisions.
- B3-6.** Improve bicycle safety across or along highway entrances, railroad and rail transit crossings and parallel facilities.
- B3-7.** Reevaluate configuring Downtown streets to one lane of vehicle traffic and one buffered bike lane upon the completion of the development of the Hale Avenue Extension Project.

**B4. Encourage active and safe transportation through education and outreach.****Actions**

- B4-1.** Develop multi-modal traveler safety education materials and programs to teach all roadway users about how to safely drive and ride bikes on or near streets with bikeways and trails.
- B4-2.** Develop a user-friendly, multi-modal network map that allows users to easily navigate the system according to their comfort and ability level.
- B4-3.** Provide bicycle education for primary school children. Work with schools to continue and expand the Safe Routes to School program to teach children to safely walk and ride a bicycle to school.
- B4-4.** Support General Plan Action TR-8.G by actively pursuing bicycle safety and promotion programs, encouraging partnership with the police department, MHUSD, bicycle clubs, and other interested agencies and organizations to provide information and resources such as helmet fittings at community events.
- B4-5.** Seek grant funding to support active transportation education and outreach.

**B5. Support economic and community development through active transportation and active recreation activities.****Actions**

- B5-1.** Support the Downtown district and business owners in accommodating customers arriving by bicycle.
- B5-2.** Enhance connections to regional bicycle routes and develop programs to encourage visitors or bicycle riders passing through Morgan Hill to visit Downtown.
- B5-3.** Promote and support people walking and bicycling to community events by providing legible wayfinding and convenient bicycle parking.

**B6. Provide safe, accessible and convenient bicycle parking and other support services to people travelling by bicycle.****Actions**

- B6-1.** Monitor bicycle parking facility usage to determine when new or expanded facilities are needed.
- B6-2.** Establish visible and accessible platforms for community members to request new or expanded bike parking. At destinations with high bicycle parking demand, consider allocating more public right-of-way to provide bicycle racks and bicycle corrals, possibly in the place of a vehicular parking space.

**B6-3.** Work with Caltrain and major employers to ensure there is adequate short- and long-term secure bicycle parking for bicycle commuters.

**B6-4.** Focus the addition of new bicycle parking facilities at destinations, especially Downtown, including development of the bike hub site.

**B7. Coordinate development of the bikeways and trail network with regional partner agencies and organizations.**

**Actions**

**B7-1.** Support General Plan Policy TR-8.4 by coordinating development of the bikeways and trails network with the VTA Cross County Corridors, Santa Clara Countywide Trails Master Plan, the Santa Clara Countywide Bicycle Plan, the South County Joint Area Plan, the Santa Clara County Bicycle Technical Guidelines, and the California Department of Transportation Highway Design Manual.

**B7-2.** Support General Plan Policy TR-8.11 for multi-jurisdictional alignments by developing partnerships with Santa Clara County to plan, finance, implement, and maintain the bikeways system.

**B7-3.** Evaluate opportunities to coordinate trail alignments along the future California High Speed Rail line.

**B7-4.** Partner with the Santa Clara Valley Open Space Authority on the development and maintenance of trails on the El Toro Mountain.

**B7-5.** Create an east-west connection to Coyote Creek Trail via a Burnett Ave bridge, per General Plan Policy TR-8.8.

**B8. Design all bikeways and trails to meet or exceed the latest federal, state, and local design guidelines.**

**Actions**

**B8-1.** Conduct engineering studies for new bikeways, using design standards that are consistent with regional guidelines and current nationally-recognized guides. Resources include:

- The Santa Clara County Bicycle Technical Guidelines;
- California Department of Transportation Highway Design Manual.
- Manual of Uniform Traffic Control Devices (MUTCD);
- National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide;
- American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities;
- Federal Highway Administration (FHWA) Separated Bike Lane Planning and Design Guide;

- Americans with Disabilities Act (ADA) guidelines and Universal Design recommendations;
  - US Access Board's Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way: Shared Use Paths;
  - Institute of Transportation Engineers (ITE) publications; and
  - Other nationally and internationally recognized guides.
- B8-2.** Provide ongoing education opportunities to City of Morgan Hill planning and engineering staff on the planning, design, implementation and maintenance of innovative bikeways and trails.
- B8-3.** Include green bike lane striping at potential high-conflict intersections following best practices and policies listed in B8-1.



**B9. Evaluate the potential to expand pathways along creeks and drainage ways.**

**Actions**

- B9-1.** Support General Plan Policy HC-3.14 by working in partnership with the Santa Clara Valley Water District to establish easements and joint use agreements and to develop trails and linear parks along creeks and drainage channels.

**Relevant Sites**

- Llagas Creek west of Silveira to Santa Teresa;
- Madrone Channel trail;
- The trails at Silveira to incorporate desired community uses;
- The loop trail and usable open space at San Pedro Percolation Ponds as a loop trail and usable open space;
- The northern extension of the Little Llagas Creek Trail from Spring Ave to W Main Ave, per General Plan Policy TR-8.8;



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- The Madrone Channel Trail northern extension to the Coyote Creek Trail and southern extension to Middle Ave; and
- The Tennant Creek Trail from E Dunne Ave to Middle Ave.

### **B10. Support the comfortable use and appeal of the bikeways and trails network through regular maintenance and adequate facilities.**

#### **Actions**

**B10-1.** Improve bikeways and trails based on maintenance standards and an established schedule.

**B10-2.** Plan for and adequately fund maintenance activities and needs, including equipment and labor.

**B10-3.** Consider maintenance costs, procedures, and long-term funding mechanisms as a part of all new bikeway and trail projects.

**B10-4.** Create and publicize an online maintenance request form and a phone number for bikeway and trail users to identify and submit improvement requests. Respond to requests in a timely manner.

**B10-5.** Develop a process to assess the condition of City-owned bicycle racks and on-street bicycle corrals, and replace as needed.

**B10-6.** Include trash cans and dog bag stations along heavily used mixed-use trails.

## SYSTEM-WIDE GUIDELINES

### **S1. Integrate universally accessible recreation experiences across the system in support of General Plan Policy HC-3.1.**

#### **Actions**

- S1-1.** Improve access for all users to existing parks, facilities, and amenities. Consider various aspects such as accessible parking spaces, paving materials, and site furnishings.
- S1-2.** Continue to advance the Inclusive Playground at Community Park. Create a phased construction approach to leverage available funding and support.
- S1-3.** Provide signs at trailheads that indicate trail surfaces so that users know the trail's level of accessibility.
- S1-4.** Evaluate the need for adaptive programming.

### **S2. Develop a wayfinding system for the City's bikeways, trails, parks, and recreation network that includes signage along bikeway routes and trails indicating key destination points, in support of General Plan Action TR-8.E.**

#### **Actions**

- S2-1.** Coordinate with any broader city-wide signage and wayfinding efforts.
- S2-2.** Ensure signage across the system for parks, open space, and recreation opportunities shares iconic and recognizable design elements.
- S2-3.** Include signage and wayfinding to and in Downtown and commercial business districts to encourage pedestrian and bicycle access to in support of economic activity.

### **S3. Enhance sustainability features and support City greenhouse gas (GHG) emission reduction goals when planning or renovating parks and facilities, developing new site plans, and replacing equipment and facilities.**

#### **Actions**

- S3-1.** Expand the collection and use of solar power and other renewable energy sources at parks and facilities, including on roofs and in parking lots, including new sport facility parking lots.

#### **Relevant Sites**

- Community and Cultural Center;
- Outdoor Sports Center/Aquatics Center

- S3-2.** Design parks to be low impact developments that include pervious surfaces (permeable pavers, pervious concrete, porous or open-graded asphalt) when practical and feasible.

- S3-3.** Select Energy Star and equivalent energy-efficient products for equipment purchases.
- S3-4.** Provide convenient and well-marked recycling receptacles throughout the park system, in recreation facilities, and at special events.
- S3-5.** Enforce a "No Idle" program with vehicles and other gas-powered equipment.
- S3-6.** Install electric vehicle (EV) charging stations at park and recreation facilities that serve the region.
- S3-7.** Train City maintenance staff and include specific standards and expectations in maintenance contracts for the care of low-water, naturalized landscapes, natural play environments, and other new types of features in the system.

**S4. Develop community education elements throughout the system, including the following elements:**

- Printed and online biking and trails map with parks and trails at trailheads and public places including community centers, recreation facilities, libraries, and tourist destinations.
- On-site signage, as appropriate, to educate the community about parks maintenance benefits, trail etiquette and environmental sustainability (e.g. native plants and water efficient features).
- Online and mobile-accessible tools including social media platforms, websites and maps.

**S5. Transition to water efficient irrigation systems, landscapes, and planting practices throughout the system.**

**Actions**

- S5-1.** Implement an irrigation central control system to assist in applying the least amount of water necessary for the current climatic conditions and in the monitoring, operation, and maintenance of the irrigation systems.
- S5-2.** Transition existing high water-use trees to native and drought tolerant trees to maintain and provide natural shade throughout the park system.
- S5-3.** Design new and renovate existing parks for water conservation. Use native plants, apply xeriscaping, and reduce turf areas that are not needed as open play space to reduce water needs, balanced with long-term funding for maintenance needs.
- S5-4.** Emphasize the use of well-designed, efficient irrigation systems that consider the mature size of plant material and the size of planting areas to be irrigated. Irrigation systems should also incorporate innovative technologies, such as low-volume drip irrigation and high efficiency overhead nozzles.

- S5-5.** Retrofit less efficient existing irrigation overhead irrigation system with more efficient drip or point source systems.
- S5-6.** Conduct regular maintenance and irrigation audits to regularly adjust and maintain operation of the irrigation system at its highest efficiency.
- S5-7.** Provide turf only where it contributes to recreation opportunities. Evaluate the need for mowed and irrigated turf when designing new parks or renovating existing ones to efficiently use maintenance resources. Additionally, transition non-recreation turf areas to drought-tolerant and climate-adapted species.
- S5-8.** Emphasize the use of water-conserving turf varieties after evaluating the need for providing turf surfaces. Additionally, considering transitioning existing turf into drought-tolerant turf.
- S5-9.** Transition existing landscape to drought-tolerant and climate-adapted species.
- S5-10.** Minimize stormwater runoff through on-site retention facilities, bioswales, and rain gardens. Use best practices for sustainable landscape designs to manage the quantity and quality of stormwater runoff.
- S5-11.** Create demonstration gardens throughout the system that include signage to educate park users about sustainable landscaping and water conservation.

#### Relevant Sites

Jackson Park, Stone Creek Park, and Nordstrom Park.

### **S6. Plant native and California-friendly species that create healthy ecological systems and important habitats for wildlife and insects.**

#### Actions

- S6-1.** Emphasize the use of plant materials with habitat value. Consider plant species and landscape practices that provide habitat for local and migratory animals, conserve native plants, and improve water quality.
- S6-2.** Consult with the California Invasive Plant Council to avoid the use of invasive plant species or non-native plants with seeds that can be easily dispersed.
- S6-3.** Implement landscaping that will blend ecologically and visually with the existing native vegetation or the region. When appropriate, non-native trees and plants, fully adapted to the area's environmental conditions, may be provided when they add visual compatibility, beauty, and avert losses caused by overdependence on a single species.

**S7. Use plant materials or plant species that contribute to safe and healthy environments.****Actions**

- S7-1.** Plant materials in park sites and around areas with amenities for children must be tough, impervious to trampling, fast growing, and not poisonous.
- S7-2.** Locate appropriate plant materials along walkways and entrances to improve safety and avoid blocking sightlines.
- S7-3.** Emphasize the maintenance of healthy soils and soil quality to sustain plant productivity, and to maintain and enhance water and air quality in support of human health and habitation.
- S7-4.** Emphasize the design and maintenance of landscapes to reduce the risk of fire hazard by providing defensible space zones and any plant species that are known to have unfavorable fire performance ratings.

**S8. Install lighting strategically to enhance the safety and usability of the City's facilities.****Actions**

- S8-1.** Consider providing pedestrian-level lighting (combined low ground-level and higher-level lighting) at park perimeters to enhance park entrances.
- S8-2.** Consider lighting in parks as means of increasing surveillance and park safety by locating lights in problem areas and areas of potential concealment.
- S8-3.** Consider providing lighting at courts, playgrounds, and gathering areas to encourage greater evening use, promote surveillance, and reduce the risk of vandalism.
- S8-4.** Design lighting systems and select fixtures to minimize light pollution.
- S8-5.** Design lighting systems to provide a consistent level of lighting with minimal glare and uneven lighting or shadow areas.

## ORGANIZATION DEVELOPMENT AND MANAGEMENT

**OM1. Continue developing strategic partnerships with other organizations and agencies to expand and diversify services and meet the needs of the growing community.**

### Actions

**OM1-1.** Grow partnerships by targeting specific groups that can improve parks, trails, and programming within identified service area gaps.

**OM1-2.** Formalize all partnerships through written agreements that specify roles, responsibilities, liability, financial, and other terms.

**OM1-3.** Define usable time and access when joint-use agreements are used to formalize partnerships.

**OM1-4.** Consider concessionaire agreements or leases where appropriate.

**OM1-5.** Monitor the City's role and contributions (staff time and financial) to partners of the parks and recreation system. Investments and resources directed from the City should align with expected outcomes and benefits, linking to the goals, policies, and recommendations of this Plan.

**OM2. Continue to be a community-driven department that actively solicits and values input and ideas from residents, stakeholders, and partners. Develop and refine the City's approach to community outreach and communications.**

### Actions

**OM2-1.** Replicate or continue successful engagement efforts from this master planning process, including use and promotion of online surveys and coordination with stakeholder advisory group members.

**OM2-2.** Assess community needs and update the Master Plan every five years to respond to changing trends and the needs of new residents. A more frequent review of plan progress by the PRC is advisable.

**OM2-3.** Identify segments of the community that are under-represented in community discussions and develop targeted approaches to increase their involvement.

**OM2-4.** Strive to incorporate new technologies and tools that enhance community access to information.

**OM2-5.** Continue involving Morgan Hill residents in the design and development or bikeways, trails, parks, and recreation facilities and programs from the earliest possible stage.



**OM2-6.** Continue and expand an annual survey system that solicits feedback from customers, including program participants, facility renters, and the general community.

**OM2-7.** Promote programs and facilities and receive community input through a variety of methods, including but not limited, to open houses and workshops (with childcare provided), presentations to neighborhood groups and community based organizations, booths at community events, social media content and targeted advertising, and partnerships with schools.

**OM2-8.** Raise awareness about issues and initiatives pertinent to bikeways, trails, parks, and recreation in Morgan Hill through letters to the editor and guest articles.

**OM2-9.** Develop and maintain stakeholder lists and provide targeted outreach relating to key program and service areas, addressing uses such as:

- Active recreation;
- Bicycling;
- Walking/jogging/running/mountain biking paths and hiking trails;
- Natural resource interpretation and protection;
- Historic and cultural resources; and
- Accessibility for people with disabilities.

**OM2-10.** When developing large projects, convene a limited term ad-hoc advisory group as a strategy for gathering public input and disseminating information about the project. Examples of large projects would be the new Community Park, Villa Mira Monte, and the Baseball / Softball Complex.

**OM3. Monitor and track park and facility condition to inform capital improvement and maintenance plans. Develop capital improvement plans, criteria for prioritization, and schedules aimed at addressing deficiencies in existing parks including:**

- Replacing infrastructure and refreshing or renovating old parks.
- Replacing old, worn, or damaged facilities or equipment as per the capital replacement plan. Refresh or renovate old parks periodically, updating facilities and landscaping as per new recreation trends and needs.

**OM4. Develop a strategic plan for park and facility maintenance to protect and preserve public investment in existing assets.**

**OM5. Develop regular maintenance plans for all parks and facilities including reinvestment schedules for major elements (roof, HVAC, etc.)**

**Maintenance plans should include the following:**

- Budget and schedule for system-wide renovation programs of critical recreation components, including bikes, trails, fields, courts, play areas, and amenities.
- A routine preventive maintenance program for all bikeways, trails, parks, facilities, equipment, vehicles, and other assets.
- Assessment of long-term maintenance, repair, and replacement needs for all parks, facilities, and equipment.
- Provisions for adding features that meet current needs and address ADA accessibility and sustainability issues when upgrading or renovating existing parks and recreation facilities.
- Opportunities for volunteer support for site maintenance and improvement.

**OM6. Continue to implement staff development and training programs on a wide range of topics such as customer service, cultural competency, health and fitness, senior and youth issues, and local history and culture.**

**OM7. Continue to engage all relevant City departments and divisions in planning, design, and programming, drawing on the unique and specialized skills and perspectives of:**

- City Manager's Office;
- Community Services Department;
- City Attorney's Office;
- Engineering and Utilities Department;
- Development Services Department;
- Administrative Services Department;
- City Commissions,
- Police Department; and
- Fire Department.

**OM8. Coordinate with and/or use other relevant City plans and policies to ensure consistency, including:**

- Morgan Hill 2035 General Plan;
- Residential Development Control System (RDCS);
- Specific plans;
- Master plans; and

## Chapter 4: Policies, Actions and Projects

- Future urban development areas.

**OM9. Participate in and support implementation of regional plans related to parks, recreation, natural open space, and trails, such as:**

- Santa Clara County General Plan;
- South County Joint Area Plan;
- Santa Clara County Trails Master Plan; and
- Santa Clara Open Space Authority Greenprint.

## PROJECT RECOMMENDATIONS

This section includes a list of site-specific project recommendations for Morgan Hill's bikeways, trails, parks, and recreation system. These projects will help to achieve the policies described in this chapter. The planning level costs and construction timing for priority projects are included in the following Chapter 5: Implementation and Action Plan.

### Proposed Bikeway Projects

The following table includes recommendations for the development of new and enhanced bikeways. These proposed bikeways are illustrated on maps in Appendices G and H.

**Table 4-4: Recommended Bikeways Projects**

| Project | Project Type                    | Recommended Enhancements                                                                                                                                                                              | Relevant Sites                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B-A     | Protected Bike Lanes (Class IV) | Construct protected bike lanes including multimodal intersection improvements at major arterial intersections.                                                                                        | <b>B-A1.</b> Live Oak High School Access and Coyote Creek Connection: E Main Avenue from Butterfield Blvd to Hill Rd                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| B-B     | Buffered Bike Lanes (Class II)  | Construct buffered bike lanes and upgrade the existing shoulder/discontinuous bike lanes to continuous buffered lanes including multimodal intersection improvements at major arterial intersections. | <p><b>B-B1.</b> Cochrane Rd and Malaguerra Ave from Monterey Rd to Coyote Creek Trailhead</p> <p><b>B-B2.</b> Monterey Road from Tilton Ave to W Main Ave</p> <p><b>B-B3.</b> Sobrato School Access: Burnett Rd from Monterey Rd to Coyote Creek</p> <p><b>B-B4.</b> Santa Teresa Corridor: Hale Ave from Palm Avenue to W main Ave to reach Coyote Valley Open Space Preserve (CVOSP). (County coordination is needed.)</p> <p><b>B-B5.</b> West Main Ave from Butterfield Blvd to Dewitt Ave</p> <p><b>B-B6.</b> Tilton Rd from Monterey Rd to Hale Ave</p> <p><b>B-B7.</b> Peet Rd/Hill Rd from Eagle View Dr to Tennant Ave</p> <p><b>B-B8.</b> Dunne Ave from Dewitt Ave to Jackson Oaks Dr</p> |

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| Project | Project Type                         | Recommended Enhancements                                                                                                                                                                                                                                                                     | Relevant Sites                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|---------|--------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                                      |                                                                                                                                                                                                                                                                                              | <p><b>B-B9.</b> Butterfield Blvd/Watsonville Rd from Cochrane Rd to Santa Teresa</p> <p>Bldv (Phase 1: Watsonville Rd from Monterey to Santa Teresa)</p> <p><b>B-B10.</b> W Edmundson Ave/Tennant Ave from Olympic Dr to Hill Rd</p> <p><b>B-B11.</b> Santa Teresa Blvd from Wastsonville Rd to California Ave</p>                                                                                                                                                                                                                                              |
| B-C     | Bicycle Boulevard                    | Improve low-traffic and low-speed streets by adding signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets.                                                 | <p><b>B-C1.</b> Morning Star Dr/Peet Rd from Eagle View Dr to Cochrane Rd</p> <p><b>B-C2.</b> Depot St from E Main Ave to E Dunne Ave</p> <p><b>B-C3.</b> Thomas Grade parallel to E Dunne Ave</p> <p><b>B-C4.</b> Olympic Dr/Cosmo Ave from Monterey Rd to W Edmundson Ave</p> <p><b>B-C5.</b> Serene Dr/Walnut Grove Dr from Sutter Blvd to E Dunne Ave</p> <p><b>B-C6.</b> Dewitt Ave from W Main Ave to W Dunne Ave</p> <p><b>B-C7.</b> Peak Ave from W Main Ave to W Dunne Ave</p> <p><b>B-C8.</b> Diana Ave from UPRR right-of-way to Walnut Grove Dr</p> |
| B-D     | Multimodal Intersection improvements | Improve intersections to create separation between car traffic and people bicycling and walking/rolling. Multimodal intersection improvements can include both time- and space-separation that continues a protected or buffered bike lane's separation from vehicles through intersections. | <p><b>B-D1.</b> Monterey Rd downtown intersection improvements between E Main Ave and E Dunne Ave</p> <p><b>B-D2.</b> E Main Ave and Butterfield Blvd</p> <p><b>B-D3.</b> W Main Ave and Hale Ave</p> <p><b>B-D4.</b> Cochrane Rd and Highway 101 (North &amp; South ramps, Madrone Parkway and Depaul Dr)</p> <p><b>B-D5.</b> Monterey Rd and Cochrane Rd</p> <p><b>B-D6.</b> Butterfield Blvd and Cochrane Rd</p>                                                                                                                                             |

| Project | Project Type | Recommended Enhancements | Relevant Sites                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------|--------------|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |              |                          | <p><b>B-D7.</b> Monterey Rd and Tilton Ave/Burnett Ave</p> <p><b>B-D8.</b> Butterfield Blvd and E Dunne Ave</p> <p><b>B-D9.</b> Dunne Ave and Highway 101 (North &amp; South ramps, Condit Rd and Murphy Ave)</p> <p><b>B-D10.</b> Butterfield Blvd and Tennant Ave</p> <p><b>B-D11.</b> Monterey Rd and Watsonville Rd</p> <p><b>B-D12.</b> Monterey Rd and Tennant Ave</p> <p><b>B-D13.</b> Tennant Ave and Highway 101 (North &amp; South ramps)</p> <p><b>B-D14.</b> Watsonville Rd and Sunnyside Ave</p> <p><b>B-D15.</b> Serene Dr/Walnut Grove Dr bicycle boulevard crossings at E Main Ave and E Dunne Ave</p> <p><b>B-D16.</b> Monterey Rd and Vineyard Blvd</p> <p><b>B-D17.</b> Monterey Rd and Old Monterey Rd</p> <p><b>B-D18.</b> Butterfield Blvd and E Central Ave</p> <p><b>B-D19.</b> Butterfield Blvd and Diana Ave</p> <p><b>B-D20.</b> Butterfield Blvd and San Pedro Ave</p> <p><b>B-D21.</b> Hale Ave and Llagas Rd</p> <p><b>B-D22.</b> Tennant Ave and Vineyard</p> |



## Proposed Trail Projects

The following table includes recommendations for the development of new and enhanced trails. Several of these projects require collaboration with other agencies. These proposed bikeways are illustrated in Appendices G and H.

**Table 4-5: Recommended Trail Projects**

| Project | Project Type     | Recommended Enhancements                                                                                                                                                | Relevant Sites                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| T-A     | Multi-Use Trails | Construct two-way, off-street paved trails for pedestrian and bicycle use. Trails should also accommodate wheelchairs, joggers, skaters, and other non-motorized users. | <p><b>T-A1.</b> Pave and enhance access the existing Madrone Channel Trail (Cochrane Rd to Tennant Ave) through signage and trail improvements</p> <p><b>T-A2.</b> Madrone Channel Trail extension from Cochrane Rd to Burnett Ave connecting to Coyote Creek</p> <p><b>T-A3.</b> Coyote Creek Trail – Malaguerra Staging Area to Burnett Staging Area</p> <p><b>T-A4.</b> Burnett Ave trail from Madrone Channel Trail to Coyote Creek Trail</p> <p><b>T-A5.</b> Downtown Hilltop Trail connecting Del Monte Ave to the water tower and Hale Ave</p> <p><b>T-A6.</b> Trail from Live Oak High School to the Madrone Channel Trail</p> <p><b>T-A7.</b> Silveira Park trail around Atherton Way Hidden Pond with associated pedestrian bridges</p> <p><b>T-A8.</b> West Little Llagas Creek Trail from W Main Ave to Spring Ave</p> <p><b>T-A9.</b> Santa Teresa Blvd trail south of Watsonville Rd (Ph. 1: Pave existing trail between Watsonville and Llagas Creek)</p> <p><b>T-A10.</b> Murphy Ave/Mission View Dr multi-use trail from Burnett Ave to Tennant Ave</p> <p><b>T-A11.</b> Trail connecting the San Pedro Percolation Ponds to the Outdoor Sports and Aquatics Centers</p> |

| Project | Project Type           | Recommended Enhancements                                 | Relevant Sites                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------|------------------------|----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|         |                        |                                                          | <p><b>T-A12.</b> Butterfield Linear Park extension from San Pedro Ave to West Little Llagas Creek Trail at Watsonville Rd</p> <p><b>T-A13.</b> Trail from West Little Llagas Creek Trail at Watsonville Rd to Silveira Park</p> <p><b>T-A14.</b> Edmundson Creek Trail from La Crosse Dr to W Edmundson Ave/Sunnyside Ave</p> <p><b>T-A15.</b> Hale Ave trail connection to El Toro</p> <p><b>T-A16.</b> Trail connecting Community Park/Sunset Ave to Dewitt Ave</p> <p><b>T-A17.</b> Butterfield Linear Park extension from E Central Ave to Cochrane Rd</p> <p><b>T-A18.</b> Trail from Diana Ave to Caltrain pedestrian crossing</p> <p><b>T-A19.</b> Llagas Creek Dr Trail from Hale Ave to Llagas Rd</p> <p><b>T-A20.</b> Trail along east side of railroad tracks south of Butterfield Blvd connecting to basin east of railroad tracks between Maple Ave and Pollard Ave</p> <p><b>T-A21.</b> Trail from Hill Rd to Jackson Park and Fountain Oaks Dr</p> <p><b>T-A22.</b> Madrone Channel Trail from Tennant Ave to E Middle Ave</p> <p><b>T-A23.</b> Tennant Creek Trail from Dunne Ave to E Middle Ave</p> |
| T-B     | Natural Surface Trails | Develop and improve natural surface multipurpose trails. | <p><b>T-B1.</b> El Toro Trails</p> <p><b>T-B2.</b> Downtown Hilltop Trail connecting Del Monte Ave to the water tower from the south</p> <p><b>T-B3.</b> Silveria Park Trail from Santa Teresa Blvd to east of pond</p> <p><b>T-B4.</b> Trail north of Llagas Rd extending north toward Willow Springs Rd</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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| Project | Project Type | Recommended Enhancements | Relevant Sites                                                                            |
|---------|--------------|--------------------------|-------------------------------------------------------------------------------------------|
|         |              |                          | <b>T-B5.</b> Trail around basin east of railroad tracks between Maple Ave and Pollard Ave |

## Proposed Park Projects

The following table includes recommendations for the development of new and enhanced parks. The recommended location for new facilities are illustrated in Figure 3-1: Proposed Bikeways, Trails, Parks, and Recreation System Concept.

**Table 4-6: Recommended Park Projects**

Note: Projects P-F through P-P are recommended enhancements for existing parks.

| Project | Project/Project Type          | Recommended Enhancements                                                                                                                      | Relevant Sites                                                                                                                                                                                                          |
|---------|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| P-A     | Inclusive Playground          | Construct the proposed inclusive playground. (Included in 2015-16 CIP). Create a phased approach to facilitate implementation as appropriate. | <b>P-A1.</b> Community Park                                                                                                                                                                                             |
| P-B     | Develop new parks in Downtown | Implement master plans for Downtown parks. (Included in 2015-16 CIP)                                                                          | <b>P-B1.</b> Railroad Park, Third Street Creek Park, and Nob Hill Trail Park                                                                                                                                            |
| P-C     | New Large Community Park      | Land-bank acreage (10+ acres).                                                                                                                | <b>P-C1.</b> Northeast Morgan Hill in the Potential Open Space and Heritage Agricultural Land identified in the General Plan                                                                                            |
| P-D     | New Small Community Parks     | Develop new small community parks.                                                                                                            | <p><b>P-D1.</b> Within current City boundaries west of Hwy. 101, between Barrett Road and Dunne Road</p> <p><b>P-D2.</b> Within the City growth boundary, west of Hwy. 101, and north of Cochrane, south of Burnet.</p> |

| Project | Project/Project Type        | Recommended Enhancements                                                                                 | Relevant Sites                                                                                                                                                                                                                                                   |
|---------|-----------------------------|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| P-E     | New Recreational Open Space | Acquire open space for future trail development.                                                         | <p><b>P-E1.</b> East Side of El Toro Mountain</p> <p><b>P-E2.</b> Foothills east of Hill Road and north of E. Dunne Ave.</p> <p><b>P-E3.</b> Northeast Morgan Hill in the Potential Open Space and Heritage Agricultural Land identified in the General Plan</p> |
| P-F     | Targeted Park Improvements  | Construct planned park improvements.                                                                     | <p><b>P-F1.</b> Galvan Park Improvements (handball and lighting)</p> <p><b>P-F2.</b> Nordstrom Park/School Improvements</p>                                                                                                                                      |
| P-G     | Improve Parking             | Construct recommended parking enhancements for existing facilities.                                      | <p><b>P-G1.</b> Community Park: Inclusive Playground Parking</p> <p><b>P-G3.</b> Anderson Lake County Park</p> <p><b>P-G4.</b> Paradise Park</p>                                                                                                                 |
| P-H     | New Restrooms               | Add restroom facilities to heavily use small community parks.                                            | <p><b>P-H1.</b> Nordstrom Park</p> <p><b>P-H2.</b> Paradise Park</p>                                                                                                                                                                                             |
| P-I     | Community Garden            | Relocate community garden to new location. (The current location has been identified for redevelopment.) | <b>P-I1.</b> Downtown near the Courthouse OR City property near Butterfield overpass                                                                                                                                                                             |
| P-J     | Off-Leash Dog Areas         | Develop new designated off-leash dog area(s).                                                            | <b>P-J1.</b> To be determined in consultation with neighbors.                                                                                                                                                                                                    |

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| Project | Project/Project Type                               | Recommended Enhancements                                                                  | Relevant Sites                                                                                   |
|---------|----------------------------------------------------|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| P-K     | Enhance Play Environments                          | Develop new, diverse, multigenerational and accessible play environments to parks.        | <b>P-K1.</b> All City Parks                                                                      |
| P-L     | Shade Structures                                   | Add shade structures to parks, especially over seating and play areas.                    | <b>P-L1.</b> All City Parks                                                                      |
| P-M     | Seating                                            | Add new and diverse seating options in parks.                                             | <b>P-M1.</b> All City Parks                                                                      |
| P-N     | Picnic Areas                                       | Add covered picnic areas.                                                                 | <b>P-N1.</b> All City Parks                                                                      |
| P-O     | Low-water Landscaping                              | Transition landscaping to low-water, native plantings.                                    | <b>P-O1.</b> Hamilton Square Park<br><b>P-O2.</b> Oak Creek Park<br><b>P-O3.</b> Mill Creek Park |
| P-P     | Bioswales                                          | Transition water retention basins to bioswales.                                           | <b>P-P1.</b> All City Parks                                                                      |
| P-Q     | Tennis/pickleball Courts                           | Add courts striped for both tennis and pickleball at the Community Park corporation yard. | <b>P-Q1.</b> Community Park                                                                      |
| P-R     | Fitness/exercise Opportunities                     | Add fitness equipment and opportunities for all ages to exercise in parks.                | <b>P-R1.</b> Galvan Park<br><b>P-R2.</b> Nordstrom Park                                          |
| P-S     | Borello School Park (Peet Road Future School Site) | Develop park amenities at future school site.                                             | <b>P-S1.</b> Borello School                                                                      |

## Proposed Recreation Facility Projects

The following table includes recommendations for the development of new and enhanced recreation facilities.

**Table 4-7: Recommended Recreation Facility Projects**

| Project | Project                                | Recommended Enhancements                                                                                                       | Relevant Sites                                                                        |
|---------|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| R-A     | Centennial Recreation Center expansion | Construct proposed addition including new fitness rooms and storage area.                                                      | <b>R-A1.</b> Centennial Recreation Center                                             |
| R-B     | Outdoor Sports Center                  | Improve the Sports Center by adding a sidewalk, lights, irrigation, and restroom.                                              | <b>R-B1.</b> Outdoor Sports Center (Phased improvements)                              |
| R-C     | Baseball / Softball Complex            | Continue to pursue the development of a complex in the SE Quadrant; Engage the community.                                      | <b>R-C1.</b> City property in the SE Quadrant                                         |
| R-D     | Sand Volleyball Complex                | Conduct Feasibility Analysis and construct for a regional facility (or add courts to neighborhood parks).                      | <b>R-D1.</b> Location to be determined                                                |
| R-E     | Villa Mira Monte                       | Establish PRC subcommittee and draft a partnership agreement and establish a working relationship with the Historical Society. | <b>R-E1.</b> Villa Mira Monte (Phased improvements)                                   |
| R-F     | Expand gymnasium capacity              | Pursue joint-use agreement(s) to expand gymnasium facility capacity.                                                           | <b>R-F1.</b> Location undetermined                                                    |
| R-G     | Expand aquatic capacity                | Expand capacity at existing facilities.                                                                                        | <b>R-G1.</b> Splash pad at community park<br><b>R-G2.</b> Aquatic Center improvements |
| R-H     | Expand Senior Service Center           | Conduct a feasibility analysis to determine programming and the need for additional facility space.                            | <b>R-H1.</b> Centennial Recreation Center                                             |



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| Project | Project                  | Recommended Enhancements                                      | Relevant Sites                            |
|---------|--------------------------|---------------------------------------------------------------|-------------------------------------------|
| R-I     | New Community Center     | Consider re-purposing the Friendly Inn as a Community Center. | <b>R-I1.</b> Friendly Inn, Galvan Park    |
| R-J     | Expand preschool program | Add space and capacity for additional preschool enrollment    | <b>R-J1.</b> Cultural & Community Center  |
| R-K     | Increase parking         | Add parking capacity for OSC/AC                               | <b>R-K1.</b> City land adjacent to OSC/AC |

## PROJECTED PARKLAND LEVEL OF SERVICE

The projects recommended in this chapter expand and enhance the Morgan Hill Bikeways, Trails, Parks, and Recreation system to meet the needs of the City's current and projected population. If the projects are constructed, by 2035, the City's parkland level of service (LOS) will be **4.8 acres per 1,000 residents**.<sup>1</sup> This is an improvement over the 2016 LOS of 3.4 acres per 1,000 residents. The planned and proposed projects include the development of 73 acres of new parkland, special use recreation facilities, trails, and recreational open space, which will increase the City's total parks and recreation acreage from the current 193 acres to 351 acres. The proposed parks and facilities will move the City closer to meeting its goal of five acres per 1,000, even with an increased population. For the Level of Service calculations see Appendix B.

**Table 4-8: Morgan Hill 2035 Level of Service Calculations**

| Facility Type                                                                      | Existing Acreage Counted Toward LOS (2016) | Future Acreage (Existing + Planned) | Percent (%) Acreage Counted Toward LOS | Future Acreage Counted Toward LOS |
|------------------------------------------------------------------------------------|--------------------------------------------|-------------------------------------|----------------------------------------|-----------------------------------|
| City-Owned Parks (Mini Parks, Neighborhood Parks, Downtown Parks, Community Parks) | 59.16                                      | 94.96                               | 100%                                   | 94.96                             |
| Special Use Non-Recreation Facilities                                              | 11.90                                      | 11.90                               | 50%                                    | 5.95                              |
| Special Use Recreation Facilities                                                  | 46.00                                      | 81.40                               | 100%                                   | 81.4                              |
| Trails (Natural Surface and Multi-Use)                                             | 10.40                                      | 33.80                               | 100%                                   | 33.8                              |
| City-Owned Recreational Open Spaces*                                               | 0                                          | 120.70                              | 25%                                    | 30.18                             |
| School Joint Use Agreements                                                        | 0                                          | 10                                  | 100%                                   | 10                                |
| Privately-Owned Parks**                                                            | 23.05                                      | 46.10                               | 50%                                    | 23.05                             |
| Privately-Owned Recreational Open Spaces (not counted in LOS)                      | 19.10                                      | 19.10                               | 0%                                     | 279.34                            |

<sup>1</sup> The projected LOS is calculated with a 2035 population—58,200-- that is based on the 2035 population growth ceiling set by the proposed 2035 RDCS Update. The City's population may not reach this level.

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| Facility Type                           | Existing Acreage Counted Toward LOS (2016) | Future Acreage (Existing + Planned) | Percent (%) Acreage Counted Toward LOS | Future Acreage Counted Toward LOS |
|-----------------------------------------|--------------------------------------------|-------------------------------------|----------------------------------------|-----------------------------------|
| <b>Total Acreage Counted Toward LOS</b> | <b>150.51</b>                              |                                     |                                        | <b>279.35</b>                     |

\* Trail acreage is not included in the Recreation Open Spaces total acreage. It is counted separately at 100% in Trails.

\*\* Planned privately owned parks are not included in this acreage total. New privately developed parks will contribute to a higher level of service.

# CHAPTER 5

## Implementation and Action Plan

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### INTRODUCTION

The Bikeways, Trails, Parks and Recreation Master Plan (Master Plan) is designed to provide guidance for the long-term development of Morgan Hill's bikeways, trails, parks, and recreation system. The plan framework and recommendations will serve the City for at least 20 years. This chapter describes how the Master Plan should be implemented, including a list of priority projects with planning level capital costs, a discussion of maintenance impacts, and funding strategies. A complete capital and operations costs model is included as Appendix C. This implementation and action plan targets short (up to five years), medium (five to 10 years), and long-term investments (10 to 20 years), while positioning the City to take critical steps towards long-term projects.

The tools in this chapter and Master Plan will be used in ongoing decision-making and are designed to be flexible, adaptive, and easily updated by staff. Over time, conditions will change based on evolving interests, trends, issues, and opportunities. The City should reassess and update the implementation and action plan every five years to remain true to community needs and interests, while capitalizing on new opportunities.

This chapter includes the following sections:

- Prioritization Criteria
- Recommended Projects
- Costs and Phasing
- Operations and Maintenance
- Funding Sources and Strategies

## PRIORITIZATION CRITERIA

The following criteria reflect the values and priorities expressed by the Morgan Hill community and mirror the goals presented in Chapter 3. These criteria helped to filter the project proposals and ideas that were ultimately included in this Master Plan. These 10 principles can be used to guide decision-making as changes occur and new ideas emerge. The City of Morgan Hill should plan, prioritize, and implement projects that:

- Improve connections between residences and the network of City parks and facilities;
- Diversify the experiences in the City's parks and along its trails;
- Engage people of all ages and all abilities;
- Support the health and wellness of all community members;
- Inspire a sense of community and place through arts, culture, and historic resources;
- Respond to changing conditions and evolving preferences;
- Ensure equitable access to programs and places for recreation and activity;
- Leverage partnerships to maximize community benefit and use resources efficiently;
- Balance active recreation with unprogrammed open spaces;
- Continue to provide regional recreation destinations for visitors that support economic growth;
- Enhance safety and navigation to key recreation destinations and along popular routes;
- Invest in and maintain existing assets while carefully planning for future growth; and
- Promote financial stability for operation of City facilities.

The provision of bikeways, trails, parks, and facilities will be an ongoing rebalancing based on conditions including funding options, land availability, and potential partnerships. Morgan Hill will pursue projects that support needs identified in the Chapter 2: Existing Conditions and Community Needs. Additionally, many future community needs may be met by other agencies, such as Morgan Hill Unified School District, Santa Clara County, or private developers. Recognizing constrained resources, the community will prioritize some efforts over others and make compromises about meeting other needs.

## RECOMMENDED PRIORITY PROJECTS

Since the adoption of the 2002 Parks and Recreation Master Plan and the subsequent Trails and Bikeways Master Plans, the City has continued to invest in and expand its system through enhancements as well as new facilities. Steady residential development has contributed to the stream of park and recreation facility impact fees and the development of several privately-owned parks. To maintain and build upon this progress, the City will need to reinvest in existing assets, as well as ensuring that the system keeps pace with population growth.

Tables 5-1 to 5-4 summarize the types of projects recommended for the system with planning level capital costs for each facility. Greater detail is provided in Appendix C. Project types include:

- Bikeways
- Trails
- Parks
- Recreation Facilities

### Costs and Phasing

This Master Plan includes short (up to five years), medium (five to 10 years) and long-term (10+ years) projects for the next 20 years, through 2035. To begin implementing this Master Plan, a list of priority projects is provided below. Some of the recommended projects, such as land acquisition, will be implemented strategically as opportunities arise.

The following priority project descriptions include planning-level capital cost estimates as well as approximate operating cost impacts according to the following operating cost impact definitions:

- Positive - Revenue Generating or Expense Reducing
- Break Even – No additional funds needed as operation will cover costs.
- Limited - Limited operating expense (\$0-10,000 annually)
- Moderate - Moderate operating expense (\$10,000-\$100,000 annually)
- High - High Operating expense (\$100,000+ annually)

Potential sources for funding the projects are also included in the following tables. Potential funding sources include:

- 010 – General Fund
- 301 – Park Impact Fund
- 302 – Park Maintenance Fund
- 306 – Agriculture and Open Space Preservation Fund
- 308 – Street CIP (Restriping During Pavement Projects)
- 309 – Traffic Impact Fund (Future possibility, not currently available)
- 346 – Public Facilities Fund
- 355 – Pedestrian Safety Fund
- 360 – Recreation Center Impact Fund
- GR – Various Grant Funds
- DV – Bikeway components to be constructed with streets during development
- OA – Funding from another agency (County Parks, OSA, etc.)
- DN – Donations



## Chapter 5: Implementation and Action Plan

- OT – Other Funds

A complete list of priority projects including operations and maintenance costs is included in Appendix C.

**Table 5-1: Recommended Bikeway Priority Projects**

Note: Multi-modal intersection improvements are aligned and implemented with the bikeways with which they are associated.

| Project Description                                                                               | Planning-Level Capital Cost | Operating Cost Estimate | Funding Source    | Time Frame                                                                               | Project Reference |
|---------------------------------------------------------------------------------------------------|-----------------------------|-------------------------|-------------------|------------------------------------------------------------------------------------------|-------------------|
| Buffered Bike Lanes:<br>Cochrane Rd and Malaguerra Ave from Monterey Rd to Coyote Creek Trailhead | \$1,200,000                 | Limited                 | GR, 308, 309, 346 | Cochrane at 101 Improvements (in current CIP): 0-5 years;<br>Entire Corridor: 5-10 years | B-B1              |
| Buffered Bike Lanes:<br>Monterey Rd from Tilton Ave to Butterfield Blvd/Watsonville Rd            | \$2,400,000                 | Limited                 | 308, 309, 346     | Downtown: 0-10 years;<br>Entire corridor: 5-10 years                                     | B-B2              |
| Buffered Bike Lanes:<br>Burnett Rd from Monterey Rd to Coyote Creek (Sobrato School Access)       | \$750,000                   | Limited                 | 308, 309, 346     | 0-5 years                                                                                | B-B3              |
| Buffered Bike Lanes:<br>Santa Teresa Corridor, Hale Ave from Tilton Ave to W Main Ave             | \$750,000                   | Limited                 | 308, 309, 346     | 5-10 years                                                                               | B-B4              |

| <b>Project Description</b>                                                                                                                                      | <b>Planning-Level Capital Cost</b> | <b>Operating Cost Estimate</b> | <b>Funding Source</b> | <b>Time Frame</b> | <b>Project Reference</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|-----------------------|-------------------|--------------------------|
| Buffered Bike Lanes:<br>West Main Ave from Monterey Rd to Dewitt Ave                                                                                            | \$450,000                          | Limited                        | 308, 309, 346         | 0-5 years         | B-B5                     |
| Protected Bike Lanes:<br>E Main Ave from Monterey Rd to Hill Rd (Live Oak High School Access and Coyote Creek Connection)<br>(Interim step Buffered Bike Lanes) | \$3,800,000                        | Limited                        | 308, 309, 346         | 0-5 years         | B-A1                     |
| Bicycle Boulevard:<br>Morning Star Dr/Peet Rd from Eagle View Dr to Cochrane Rd to Coyote Creek Trailhead                                                       | \$480,000                          | Limited                        | 308, 309, 346         | 0-5 years         | B-C1                     |
| Bicycle Boulevard:<br>Depot Street from E Main Ave to E Dunne Ave                                                                                               | \$380,000                          | Limited                        | 308, 309, 346         | 0-5 years         | B-C2                     |
| Multi-Modal Intersection Improvements:<br>Monterey Rd Downtown between E Main Ave and E Dunne Ave                                                               | \$790,000                          | Limited                        | 308, 309, 346         | 0-5 years         | B-D1                     |
| Multi-Modal Intersection Improvements:<br>E Main Ave and Butterfield Blvd                                                                                       | \$350,000                          | Limited                        | 308, 309, 346         | 0-5 years         | B-D2                     |

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| Project Description                                                                                                     | Planning-Level Capital Cost | Operating Cost Estimate | Funding Source | Time Frame | Project Reference |
|-------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------|----------------|------------|-------------------|
| Multi-Modal Intersection Improvements:<br>W Main Ave and Hale Ave                                                       | \$10,000                    | Limited                 | 308, 309, 346  | 0-5 years  | B-D3              |
| Multi-Modal Intersection Improvements:<br>Cochrane Rd and Highway 101 (North & South ramps, Madrone Pkwy and Depaul Dr) | \$130,000                   | Limited                 | 308, 309, 346  | 0-5 years  | B-D4              |
| Multi-Modal Intersection Improvements:<br>Monterey Rd and Cochrane Rd                                                   | \$350,000                   | Limited                 | 308, 309, 346  | 0-5 years  | B-D5              |
| Multi-Modal Intersection Improvements:<br>Butterfield Blvd and Cochrane Rd                                              | \$130,000                   | Limited                 | 308, 309, 346  | 0-5 years  | B-D6              |
| Multi-Modal Intersection Improvements:<br>Monterey Rd and Tilton Ave/Burnett Ave                                        | \$120,000                   | Limited                 | 308, 309, 346  | 5-10 years | B-D7              |

Table 5-2: Recommended Trail Priority Projects

| Project Description                                                                                                                                                                                                                                                                     | Planning-Level Capital Cost | Operating Cost Estimate | Funding Source | Time Frame | Project Reference    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------|----------------|------------|----------------------|
| Multi-Use Trail (Improvements):<br>Pave and enhance access to the existing Madrone Channel Trail (Cochrane Rd to Tennant Ave)                                                                                                                                                           | \$1,000,000                 | Moderate                | GR, 301        | 0-5 years  | T-A1                 |
| Natural Surface Trail: El Toro Trails (Parking Lot/Trail Head Acquisition and Trail Development)                                                                                                                                                                                        | \$500,000                   | Moderate                | 306, OA, GR    | 0-10 years | T-B1                 |
| Multi-Use Trails / County Parks & Water District Partnership Projects:<br>Madrone Channel Trail extension from Cochrane Rd to Burnett Ave<br>Coyote Creek Trail – Malaguerra Staging Area to Burnett Staging Area<br>Burnett Ave trail from Madrone Channel Trail to Coyote Creek Trail | \$600,000 (City Expense)    | Limited                 | OA, GR, 301    | 0-10 years | T-A2<br>T-A3<br>T-A4 |
| Multi-Use Trail:<br>Downtown Hilltop Trail connecting Del Monte Ave to the water tower and Hale Ave                                                                                                                                                                                     | \$600,000                   | Limited                 | GR, 301        | 5-10 years | T-A5                 |
| Multi-Use Trail:<br>Live Oak High School to the Madrone Channel Trail                                                                                                                                                                                                                   | \$790,000                   | Limited                 | GR, 301, 346   | 5-10 years | T-A6                 |
| Multi-Use Trail:<br>Silveira Park Trail around Atherton Way Hidden Pond with pedestrian bridges                                                                                                                                                                                         | \$1,970,000                 | Moderate                | GR, 301        | 0-5 years  | T-A7                 |

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Table 5-3: Recommended Park Priority Projects

| Project Description                                                                                      | Planning-Level Capital Cost                      | Operating Cost Estimate | Funding Source | Time Frame                                          | Project Reference |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------|-------------------------|----------------|-----------------------------------------------------|-------------------|
| Downtown Parks:<br>Railroad Park, Third Street Creek Park, Nob Hill Trail Park                           | \$6,000,000                                      | Moderate                | 301, 355, GR   | 0-5 years                                           | P-B1              |
| Galvan Park Improvements:<br>Improve handball courts and lighting                                        | \$500,000                                        | Limited                 | GR, 301        | 0-5 years                                           | P-F1              |
| Community Garden:<br>Relocate Community Garden                                                           | \$200,000                                        | Break Even              | GR             | 0-5 years                                           | P-I1              |
| Borello School Park (Peet Road Future School Site)<br>(Joint Use with the School District)               | \$1,000,000 - \$2,000,000                        | Limited - Moderate      | 301, 355       | 0-10 years                                          | P-S1              |
| Inclusive Playground:<br>Develop Inclusive Playground at Community Park                                  | \$5,000,000                                      | Moderate                | GR, DN, 301    | 0-5 years                                           | P-A1              |
| New Community Park:<br>Land bank and develop new Community Park (approximately 10 acres east of Hwy 101) | \$2,000,000 (land)<br>\$8,000,000 (construction) | High                    | 301, GR        | Acquire land: 5-10 years<br>Construction: 10+ years | P-C1              |
| New Recreational Open Space:<br>Acquire new recreational open space on the East Side of El Toro Mountain | \$200,000 per acre                               | Limited                 | 306, GR, OA    | 0-10 years                                          | P-E1              |
| New Restrooms:<br>Nordstrom Park                                                                         | \$350,000                                        | Moderate                | 301            | 5-10 years                                          | P-H1              |

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| Project Description                                                                                                                                                             | Planning-Level Capital Cost                          | Operating Cost Estimate | Funding Source | Time Frame                                                | Project Reference |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------|----------------|-----------------------------------------------------------|-------------------|
| New Restrooms: Paradise Park                                                                                                                                                    | \$350,000                                            | Moderate                | 301            | 5-10 years                                                | P-H2              |
| New Small Community Parks:<br>Acquire land and develop two new parks (4-6 acres)<br>-New park in northwest sector<br>-New park west of Hwy 101, between Dunne Rd and Barrett Rd | \$6,190,000 (each)                                   | Moderate                | 301, GR        | Northwest sector: 0-5 years<br>West of Hwy 101: 10+ years | P-D1              |
| Nordstrom Park/School Improvements:<br>Improve loop trail, play structures, shade, fitness equipment, others TBD per School District JUA                                        | TBD                                                  | Limited                 | 301, 355       | 0-5 years                                                 | P-F1              |
| Off-Leash Dog Area:<br>Add One, Location TBD                                                                                                                                    | \$75,000                                             | Limited                 | 301            | 0-10 years                                                | P-J1              |
| Enhance Play Environments                                                                                                                                                       | \$350,000 per small area<br>\$600,000 per large area | Limited                 | 302, 010       | 0-10 years                                                | P-K1              |
| Shade Structures                                                                                                                                                                | \$18,500 per structure                               | Limited                 | 302, 010, 301  | 0-20 years                                                | P-L1              |
| Tennis/Pickleball Courts:<br>Add courts striped for both tennis and pickleball at the Community Park/Corporation yard                                                           | \$100,000 per 2 tennis courts/4 pickleball courts    | Limited                 | 301, GR, OA    | 5-10 years                                                | P-Q1              |



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| Project Description                                                                                                                       | Planning-Level Capital Cost | Operating Cost Estimate | Funding Source | Time Frame | Project Reference |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------|----------------|------------|-------------------|
| <p>New Recreational Open Space:</p> <p>Acquire new recreational open space in the foothills east of Hill Rd and north of E. Dunne Ave</p> | \$100,000 per acre          | Limited                 | 306, GR        | 10+ years  | P-E2              |

Table 5-4: Recommended Recreation Facility Priority Projects

| Project Descriptions                                                                                          | Planning-Level Capital Cost                               | Operating Cost Estimate | Funding Source    | Time Frame | Project Reference |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------|-------------------|------------|-------------------|
| Increase Parking: Aquatic Center and Outdoor Sports Center                                                    | \$2,500,000                                               | Moderate                | 301, 360          | 0-5 years  | R-K1              |
| Centennial Recreation Center Expansion                                                                        | \$2,000,000                                               | Positive                | 360               | 0-5 years  | R-A1              |
| Villa Mira Monte<br>Phase 1 Parking and Landscape Improvements                                                | \$2,000,000                                               | Break Even              | 360, 301          | 0-5 years  | R-E1.a            |
| Outdoor Sports Center Improvements:<br>Phase 1: Sidewalk, lights, irrigation, and restrooms, turf replacement | \$2,000,000                                               | Positive                | 301, 302, 360     | 0-5 years  | R-B1.a            |
| Sand Volleyball Complex                                                                                       | \$50,000 Feasibility Analysis<br>\$1,000,000 Construction | Break Even              | 301, 360          | 0-10 years | R-D1              |
| Villa Mira Monte<br>Phase 2 New Buildings and Further Site Improvements                                       | \$3,000,000                                               | Break Even              | 360, 301          | 10+ years  | R-E1.b            |
| Expand Preschool at CCC                                                                                       | \$500,000                                                 | Positive                | 360               | 0-5 years  | R-J1              |
| Baseball /Softball Complex:<br>Develop complex in the SE Quadrant                                             | \$16,000,000 (Natural Grass Fields)                       | Break Even              | 301, 360          | 5-10 years | R-C1              |
| Install Solar Panels at Recreation Facilities                                                                 | \$2,000,000                                               | Positive                | OT, 301, 360, 010 | 0-10 years | R-K1              |

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| Project Descriptions                                                                                                                                                                                                           | Planning-Level Capital Cost    | Operating Cost Estimate | Funding Source | Time Frame | Project Reference |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-------------------------|----------------|------------|-------------------|
| Expand Senior Service Center:<br>Conduct a feasibility analysis to determine potential new programming and facilities at the Senior Center Expansion. Possible additional program area and/or adjacent adult day care facility | \$1,000,000<br>(Existing Land) | Break Even - Moderate   | 360            | 5-10 years | R-H1              |
| Expand Gymnasium Capacity:<br>Construct gymnasium facility at school or City site                                                                                                                                              | \$2,500,000                    | Moderate                | 360            | 0-10 years | R-F1              |
| Expand Aquatic Capacity:<br>Re-activate splash pad at Community and Cultural Center                                                                                                                                            | \$0                            | Break Even              | NA             | 0-5 years  | R-G1              |
| Expand Aquatic Capacity:<br>Improvements to existing Aquatic Center                                                                                                                                                            | \$500,000                      | Break Even              | 360            | 5-10 years | R-G2              |
| New Community Center:<br>Re-purpose the Friendly Inn as a Community Center and relocate Non-profit Center                                                                                                                      | \$2,000,000                    | High                    | 360            | 10+ years  | R-I1              |
| Outdoor Sports Center Improvements:<br>Phase 2: Add restaurant                                                                                                                                                                 | \$1,000,000                    | Positive                | OA             | 5-10 years | R-B1.b            |

## OPERATIONS AND MAINTENANCE

The City demonstrates effective and efficient service with its park and recreation facility practices. A continued high level of maintenance and operations will be needed as Morgan Hill's system continues to age and as new facilities are added.

The City of Morgan Hill relies on the following sources of funding for maintenance and operations:

- **User Fees:** membership and program services provide the largest percentage of revenue for the Recreation and Community Services Division.
- **Park Maintenance Fund:** receives revenue through voluntary contributions from developers competing in the City's Residential Development Control System.
- **General Fund:** The Park Maintenance Fund receives approximately \$200,000 annually from the City's General Fund to support Park Maintenance.
- **Special Assessments:** Landscaping and Lighting Assessment Districts (LLADs) in Morgan Hill cover a portion of estimated costs of park maintenance, operations, and servicing of improvements to the park(s) in the district. The amount paid by landowners is in proportion to the special benefit they receive from the park improvements.

Maintenance costs, as shown in the cost model, are for grounds maintenance and were approximated based on the current park system. Maintenance costs associated with recommended enhancements and additions are included in the complete cost model in Appendix C. Many of the recommended park improvements, such as enhanced play environments, will not increase maintenance costs beyond the current expected costs. However, certain recommended improvements to existing parks will increase costs beyond the City's standard park maintenance costs (see Table 5-5). Some recommended additions and enhancements to the system described in this Master Plan will increase the City's total maintenance costs, including increased staffing. Other strategies will also help to lower maintenance costs, such as transitioning turf to low-water native landscaping and energy efficiency improvements.

**Table 5-5: Maintenance Impacts of Park Improvements**

|                                                                                                                      | Unit     | Annual Amount    |
|----------------------------------------------------------------------------------------------------------------------|----------|------------------|
| Park Maintenance<br>(includes standard park facilities such as turf, play structures, seating, and shade structures) | Per Acre | \$13,500         |
| Restroom                                                                                                             | Each     | \$50,000         |
| Multi-Use Sports Field                                                                                               | Each     | \$35,000         |
| Group Picnic Area (Large)                                                                                            | Each     | \$5,000          |
| Dog Park                                                                                                             | Each     | \$7,500          |
| <b>Total annual maintenance costs of ALL recommended park improvements</b>                                           |          | <b>\$674,500</b> |

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As new bike facilities are added to the system, additional maintenance costs will be borne by the City's Public Works and Streets Divisions. New trails will increase annual Parks operations costs.

## CURRENT CAPITAL FUNDING SOURCES

The City of Morgan Hill has relied on the following sources for capital investments in the bikeways, trails, parks, and recreation system:

**Table 5-6: Allowable Uses by Funding Source**

| Funding Sources                                | Uses               |             |
|------------------------------------------------|--------------------|-------------|
|                                                | Capital Facilities | Maintenance |
| General Fund                                   | Allowed            | Allowed     |
| Quimby Act Dedication and Fees                 | Allowed            | Ineligible  |
| Development Impact Fees <sup>1</sup>           | Allowed            | Ineligible  |
| Voluntary Developer Contributions <sup>2</sup> | Allowed            | Allowed     |
| Sales and Special Taxes                        | Limited            | Allowed     |
| User Fees                                      | Limited            | Allowed     |
| Finance (Districts or Special Assessments)     | Allowed            | Allowed     |
| Partnerships                                   | Allowed            | Allowed     |
| Grants                                         | Allowed            | Allowed     |

### Annual Funding Sources

- **Park Impact Fees:** These are one-time fees charged to new developments and remodels that meet a specific set of criteria. They are restricted to funding improvements to Morgan Hill's parks system in order to meet the needs of the growing population.
- **Recreation (Community Center) Impact Fees:** Similar to the Park Impact Fee, the Community Center Impact Fee is a one-time fee that funds increased capacity of recreation facilities to meet the needs of new development in Morgan Hill.

### Opportunistic Funding Sources

- **Santa Clara Urban Open Space Fund:** Grants ranging from \$2,500 to \$250,000 fund environmental stewardship and restoration, parks, trails, and public access, environmental education, and urban agriculture/food systems.
- **County of Santa Clara Community Development Block Grant:** Grants fund construction projects that enhance public safety, maintain fiscal responsibility, and support youth. This grant funded improvements to Galvan Park, ending in 2017.

<sup>1</sup> Though similar to Quimby Act Fees, Development Impact Fees under the Mitigation Fee Act are separate and are subject to different regulations.

<sup>2</sup> Collected through the Residential Development Control System Process.



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- **Santa Clara Valley Open Space Authority 20% Funding Program:** Annually, funds are allocated to participating cities in the County of Santa Clara based on each jurisdiction's percentage of parcels within the OSA's benefit assessment district. Projects that qualify for funding include land acquisition, environmental restoration, and improvements that provide or enhance open space, including trails, overlooks, and interpretive signage and projects that convert surplus or abandoned lands.
- **School Pedestrian & Traffic Safety Fund:** School and Pedestrian Safety Fees are development fees dedicated to capital improvements that enhance pedestrian and traffic safety at or near schools. This fund is paid by voluntary contributions from residential developers to score points under the City's Residential Development Control System (RDCS).
- **Grant funds:** The City seeks grant funding, when available, to augment other funding sources. The City does not rely on grant funding and does not make any assumptions about future grant funding. Grant funding sources include: Bay Area Quality Management District's Transportation Funding for Clean Air (TFCA), Santa Clara Valley Water District, Caltrans Transportation Development Act (TDA) funds, State Grants, and County Park Funds and Public Health Funds.

## FUNDING STRATEGY RECOMMENDATIONS

The City has a relatively diversified approach to funding its bikeways, trails, parks, and facilities. It will need to continue to diversify and seek new funding sources, especially as the City reaches the 2035 residential population limit set by the voter approved RDCS.

- **Continue to strive for high cost recovery** for operation of recreation Facilities. User fees should be established to balance cost recovery with community access.
- **Continue with General Fund allocations, at approximately the same historic funding level.** Target these funds for reinvestment projects and planning and design projects that benefit the entire community. Increase the General Fund allocation for parks, if the City's financial position allows this.
- **Ensure that land dedicated in accordance with the Quimby Act is consistent with the Master Plan.** When fees are provided in lieu of land, ensure that in lieu fees are adequate to purchase the needed park land.
- **Ensure that park impact fees adequately cover the cost of new park development.** A review and update of the Nexus Study should be conducted on a regular basis through the City's buildout to ensure adequate funding from this source.
- **Actively pursue partnership and cost sharing agreements with other agencies.** The City has very effectively developed partnerships to provide recreation and community services and programs. There are additional opportunities to create partnerships and establish joint use agreements to develop, operate, and maintain facilities. New partnerships and cost sharing arrangements should be explored. Examples of potential new partnerships include encouraging the County of Santa Clara to develop bikeways on County roads with maintenance support from the City, and partnerships with the Open Space Authority and County to connect trails and develop new trailheads.
- **Continue to pursue grants.** The City has effectively used grants in the past for park and multimodal transportation projects. The City should continue to track grants available to public agencies, and apply for those that can fund enhancements recommended in this Master Plan.
- **Encourage volunteerism and community-built projects.** In addition to giving money, some advocacy groups and community organizations have the interest, capacity, and skills to build specialized recreation facilities. Examples of facilities built by volunteers and advocacy groups in other cities include community gardens, bike skills areas, disc golf courses, mountain bike trail networks, hiking trails, dog parks, and museums. The City should establish standards and agreements for community-built projects, and actively encourage organizations that meet City standards to make approved park enhancements.
- **Explore funding for parks and recreation facilities through the transient occupancy tax.** As the City continues to develop regional recreation facilities that support the General Plan sports tourism goals, explore the use of tourism to help maintain destination parks and recreation attractions.

- **Consider voter-supported funding measures when appropriate.** The City should explore the feasibility of voter-supported funding measure to determine whether the community is willing to pay for large recreation facility investments.
- **Continue to utilize voluntary contributions through the RDCS** to fund maintenance and/or improvements relating to park, recreation, bikeways, and trail facilities in a manner that supports the City Council's sustainable budget strategy. Over the short term, the City should continue to utilize the funds to support ongoing maintenance as is current practice, while developing a long-term strategy to utilize these funds for capital improvement and replacement projects.
- **Evaluate using traffic impact fees** for bikeway improvements.
- **Explore special assessment district opportunities.** In addition to the City's existing LLADs, explore new special assessment districts to fund capital improvements and maintenance, especially in areas where there is an economic development benefit to facilities, including a Community Facilities District (CFD) for new Downtown Parks.

## SUMMARY

Morgan Hill is a community that values its recreation amenities, historic, historic, cultural, and natural resources. Residents of Morgan Hill live where they play and visitors from across the region come to recreate. The Master Plan supports the continued development of Morgan Hill's bikeways, trails, parks, and recreation system so that it grows and changes with the community. The Master Plan provides a forward-thinking and strategic approach developed through dialogue with engaged citizens, City staff, regional partners, and decision-makers. The more than 1,000 residents who participated in this planning process voiced their support for investing in Morgan Hill's active transportation, parks, and recreation system by expanding the bicycle and trails network, providing more and diversified recreation opportunities, and filling geographic gaps. Over the lifespan of the Master Plan, recommendations and decisions will be tested by economic challenges and shifting attitudes towards parks and recreation services.

The essential function of the Master Plan is to offer a foundation for decision-making, inspiration, and support. Funding options presented in the Master Plan call for a range of tools, both new and existing, drawing on partners and the support of the public. While some projects can be achieved using current resources, the City must identify additional resources, and seize opportunities as they arise to achieve the fully developed system. Successful implementation of the Master Plan requires continuous active involvement from residents, businesses, land owners, and regional partners.

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# Initial Study/Addendum to the EIR

June 2017



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# 1. Introduction

The City of Morgan Hill is seeking adoption of a new 2017 Bikeways, Trails, Park and Recreation Master Plan (Master Plan) that would guide the City in implementation of its recreation policies, actions, and projects for the next 20 years. The Master Plan is the Proposed Project evaluated in this EIR addendum, and was completed in February 2017. This document is an Addendum to the

## 1.1 Purpose of Addendum

According to Section 21166 of CEQA and Section 15162 of the State CEQA Guidelines, when an EIR has been certified or a Negative Declaration adopted for a project, no Subsequent EIR or Negative Declaration shall be prepared for the project unless the lead agency determines that one or more of the following conditions are met:

1. Substantial project changes are proposed that will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes would occur with respect to the circumstances under which the project is undertaken that require major revisions to the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
3. New information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified or the Negative Declaration that was adopted shows any of the following:
  - a. The project will have one or more significant effects not discussed in the previous EIR or Negative Declaration;
  - b. Significant effects previously examined will be substantially more severe than identified in the previous EIR;
  - c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponent declines to adopt the mitigation measures or alternatives; or
  - d. Mitigation measures or alternatives that are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponent declines to adopt the mitigation measures or alternatives.

Preparation of an Addendum to an EIR is appropriate when none of the conditions specified in Section 15162 (above) are present and some minor technical changes to the previously certified EIR are necessary.

After evaluating the potential environmental impacts of the Proposed Project, the City of Morgan Hill determined that: 1) none of the conditions requiring preparation of a Subsequent or Supplement to an EIR have occurred, and 2) the circumstances described in Section 15164 of the CEQA Guidelines allowing preparation of an Addendum exist. Therefore, an Addendum to EIR is appropriate.

#### 1.2 Content and Organization of this Addendum

This Addendum relies on the 2017 CEQA Guidelines Appendix G checklist, which addresses environmental issues section by section. The completed checklist is included in Section 4.0, Environmental Analysis. A summary of impacts from the EIR and impacts associated with the Master Plan is provided for each environmental topic.

## 2. Environmental Setting

### 2.1 Project Location

The City of Morgan Hill is located in Santa Clara County, south of San Jose at the edge of the quickly growing Silicon Valley region (Figure 2-1). The area was originally developed as farmsteads surrounded by orchards and ranches. Since that time, Morgan Hill has grown into a vibrant, family-friendly community of 44,145 (as of January 2017), composed of suburban neighborhoods and diverse businesses, with a vibrant downtown. The City covers approximately 13 square miles and is surrounded by small farms and wineries. Residents value Morgan Hill's rural small-town character, range of recreational choices, and access to neighboring urban and recreational amenities. Highway 101 provides a major north-south transportation connection and Caltrain offers additional regional access via the Downtown Morgan Hill Station.

Vast open spaces surround the City, including working agricultural land and Santa Clara County Parks and Santa Clara Valley Open Space Authority (OSA) preserves. Anderson Lake County Park skirts the outer northeast boundary of the City. Coyote Lake Park is located to the southeast, and the expansive Henry W. Coe State Park is farther afield. Additional parks and preserves are located west of the City. There are also rich recreational resources within the City itself including a variety of parks, community gardens, recreational facilities, trails, and historic and cultural resources.

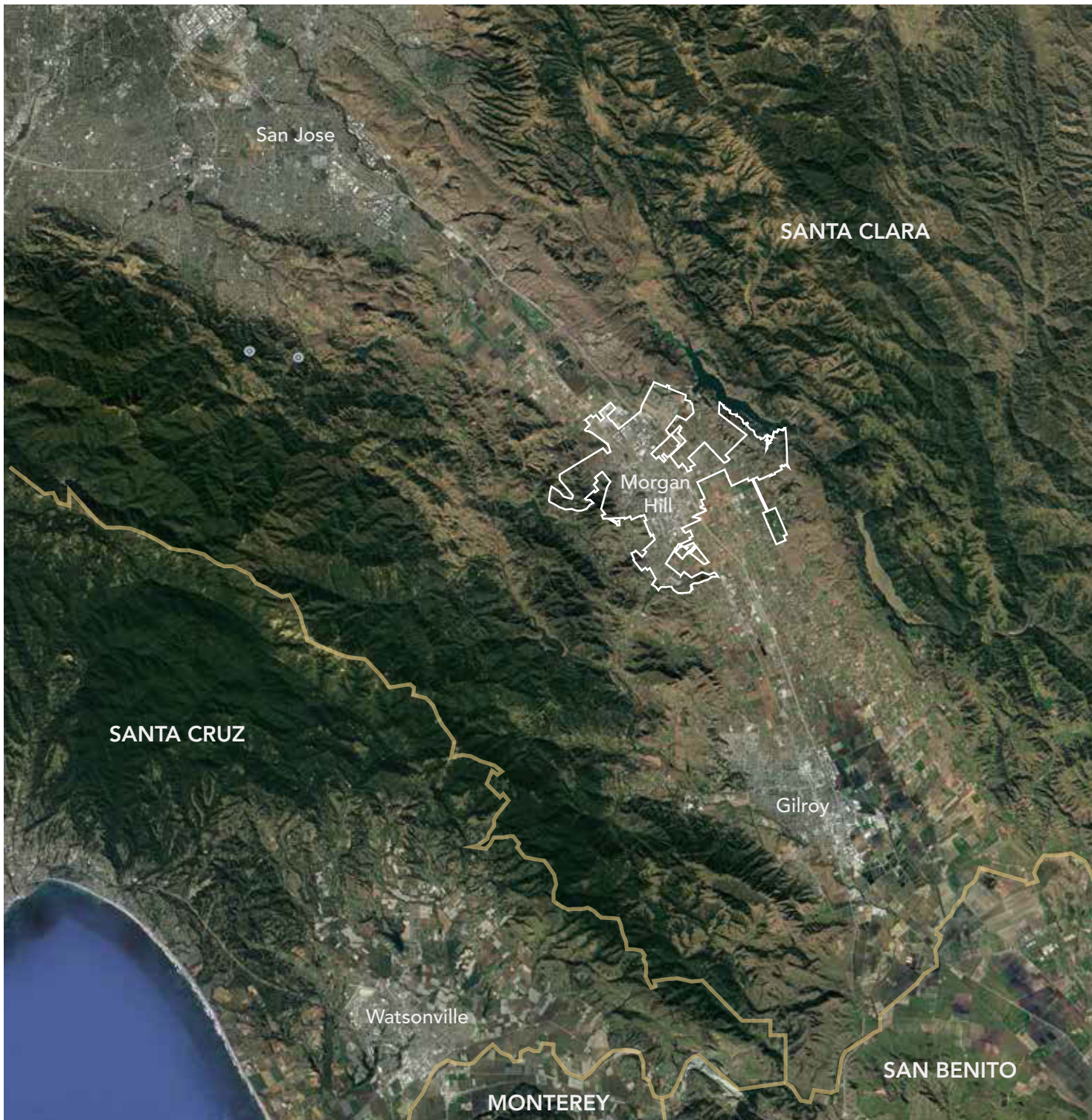
Morgan Hill offers opportunities for healthy, active living for residents of all ages. The City enjoys a strong cycling presence, hiking/running clubs, and a range of community events such as a downtown farmers market, music/art events, festivals, fun-runs, parades, and historic and cultural events. The City also regularly hosts a range of regional sporting events including soccer, lacrosse, running, cycling, and others.

## 2.2 Environmental Conditions

Single-family residential is the largest individual land use in Morgan Hill. In addition, multi-family residential uses, such as condominiums and apartments, are dispersed around the area west of Butterfield Boulevard between Cochrane Road and south of Watsonville Road, and east along Monterey Road. Commercial and mixed-use developments line major transportation corridors throughout the City, including Morgan Hill's Downtown, along Monterey Road roughly between Main Avenue and Vineyard Boulevard, and along Cochrane, Tennant, and East Dunne Avenues. There are also two main industrial and office areas: 1) the Cochrane Road area, which includes the Morgan Hill Ranch Business Park, the Sutter Business Park, and the Madrone Industrial Park, located between Monterey Road and Highway 101 north and south of Cochrane Road and 2) an area south of Dunne Avenue, east of Church Street, west of Butterfield Boulevard, and north of Tennant Avenue.



## MORGAN HILL Vicinity Map



- City Boundary
- County Boundary



In terms of physical characteristics, the City is located on predominantly flat areas. Llagas Creek bisects the western side of Highway 101 in a northerly-southerly direction. East of Highway 101 the Cochrane and Madrone channels bisect the City in a northerly-southerly direction. Approximately two miles of Coyote Creek bisects the northeastern part of the City.

In terms of vegetation, the EIR identified six natural communities which include:

Grassland consisting of herbaceous vegetation dominated by grasses and forbs. The California Department of Fish and Wildlife (CDFW) considers serpentine bunchgrass grassland a sensitive biotic community.

Oak Woodland dominated by upland hardwood trees, typically including various species of oaks.

Chaparral and Northern Coastal Scrub found on rocky, porous, nutrient-deficient soils and on steep slopes. These communities are dominated by densely packed drought-adapted evergreen woody shrubs.

Riparian Forest and Scrub consisting of willow riparian forests, woodlands, and scrub; central California sycamore alluvial woodland; and mixed riparian woodland and forest. CDFW considers central California sycamore alluvial woodland a sensitive community.

Significant parts of the City may appear vacant, including large parcels in the industrial areas of the City. These parcels may not have buildings, but the infrastructure, financed as part of an assessment district, has already been installed on this land. Therefore, these parcels are considered partially developed.

Park and recreation resources are located throughout the City. Designed with families, youth and seniors in mind, the Centennial Recreation Center is located adjacent to Community Park on Edmundson Avenue. The Aquatics Center and the Outdoor Sports Center are both located on Condit Road.

### 3. Project Description

#### 3.1 Background

The City of Morgan Hill proposes to adopt a new Bikeways, Trails, Park and Recreation Master Plan (Master Plan). The last comprehensive City parks and recreation master plan was completed in 2001. The Master Plan will serve as a guide for park and recreation improvements and projects throughout the City for the next 20 years and represents a coordinated effort to align recreation resources and obtain community support to enhance bikeways, trails, parks, recreation facilities and programs. The Master Plan provides direction for enhancing recreation opportunities, for the management of the parks and their infrastructure, and for creating and improving connections throughout the City. The Master Plan policies and actions aim to improve existing facilities, services and infrastructure, as well as to acquire and develop new urban parks and facilities in under-served areas of the City. Likewise, it calls for the improvement of some key bikeway and trail segments and the addition of new facilities.

This project description for the Initial Study/Addendum includes a brief description of the key components of the Master Plan that was completed in February 2017. Additional information can be found in the Master Plan and its appendices. The Master Plan is organized in the following manner:

- Existing Condition
  - Planning Context and Policy Direction
  - Parks
  - Recreation Facilities
  - Bikeways and Trails
- Recommended Policies and Actions
  - Parks
  - Programs, Memberships, and Facility Use
  - Community Services
  - Recreation Facilities
  - Bikeways and Trails
  - Recommended Systemwide Guidelines

The Master Plan is programmatic in scope but includes several project specific recommendations. Among those Master Plan items identified above, not all will be evaluated in this Addendum due to lack of specific information about where new parks and trails may be located. As project implementation proceeds, additional CEQA review will occur under conditions where there is inadequate detail to evaluate the environmental impacts, or where other permit requirements are not adequate to address potential impacts. Some projects may be categorically exempt from CEQA, while others will require additional documentation.

#### Existing Parks

The City's park and recreation system includes 21 parks (Table 3-1) of varying size totaling about 59 acres (Figure 3-1). Two-thirds of these are "mini" parks that serve local neighborhoods and are typically 1.5 acres or less. Five parks are considered "neighborhood" parks, designed to serve larger areas within

the City. Two are community parks, that include multiple types of facilities (i.e., illuminated sports fields), and are designed to serve the entire City of Morgan Hill.

In addition to these parks, the City owns large open spaces on its east and west ends—Jackson Oaks and El Toro, but restricts public access to both. The City’s land on the east face of El Toro is adjacent to land owned by the Santa Clara Open Space Authority (OSA). The City is working with the OSA and neighboring property owners to acquire additional land needed to develop a trail and access on the back side of El Toro to the Peak. The Jackson Oaks open space, above the Jackson Oaks neighborhood, is currently undeveloped without trails or access points.

**Table 3-1: Morgan Hills Park Inventory (2016)**

| Park                                              | Park Classification (2001) | Acres        |
|---------------------------------------------------|----------------------------|--------------|
| 21 Mile                                           | Mini                       | 0.65         |
| Belle Estates                                     | Mini                       | 0.46         |
| Civic Center / City Hall                          | Mini                       | 2.00         |
| Community Park                                    | Community                  | 26.00        |
| Conte Gardens                                     | Mini                       | 0.50         |
| Diana                                             | Mini                       | 0.50         |
| Diana Estates                                     | Neighborhood               | 3.08         |
| Depot Street Park (in development)                | Mini                       | 0.30         |
| Fox Hollow                                        | Mini                       | 0.20         |
| Galvan                                            | Community                  | 7.50         |
| Hamilton Square                                   | Mini                       | 0.57         |
| Howard Wiechert                                   | Mini                       | 0.90         |
| Jackson Park                                      | Mini                       | 1.30         |
| Llagas Creek Park & Hilltop Park (in development) | Neighborhood               | 4.30         |
| Mill Creek Park                                   | Mini                       | 0.93         |
| Murphy Springs Park                               | Mini                       | 0.49         |
| Nordstrom Park                                    | Neighborhood               | 4.57         |
| Oak Creek Park                                    | Neighborhood               | 2.93         |
| Paradise Park                                     | Neighborhood               | 5.47         |
| Sanchez Park                                      | Mini                       | 0.16         |
| Stone Creek Park                                  | Mini                       | 0.95         |
| <b>Total Acreage</b>                              |                            | <b>59.16</b> |

### Existing Recreation Facilities

The City of Morgan Hill has a network of highly-valued recreation facilities that house many of the City’s classes, camps, and programs. Its assets include the Outdoor Sports Center (OSC), Dennis Kennedy Aquatics Center (AC), Centennial Recreation Center (CRC), Community & Cultural Center (CCC), and El Toro Youth Center. Some of these facilities are multi-purpose and others are special-use.

**13.b**



### Legend

Major Roads

Neighborhood Streets

Railroad

Water Feature

City Parks

Open Space

Santa Clara County Parks

Public Facility

Schools

Sphere Of Influence

Santa Clara County

City Boundary

Master Plan IS Addendum (1326 : BTPR Master Plan Addendum)



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**Table 3-2: Morgan Hill Recreation Facility Inventory (2016)**

| Facility                       | Facility Classification | Acres |
|--------------------------------|-------------------------|-------|
| Aquatics Center                | Special Use Facility    | 8.0   |
| Centennial Recreation Center   | Special Use Facility    | 5.9   |
| Community & Cultural Center    | Special Use Facility    | 6.0   |
| El Toro Youth Center           | Special Use Facility    | 0.3   |
| Friendly Inn Non-Profit Center | Special Use Facility    | 0.0   |
| Outdoor Sports Center          | Sports Park             | 38.0  |

### **Bikeways and Trails**

The Morgan Hill bikeways and trails network includes various types of bikeways and trails that provide transportation and recreation opportunities for people who walk, bike, and hike. The City's existing bikeways and trails network developed in segments over time, resulting in a network with limited connectivity. Most of Morgan Hill's existing bikeways are on-street bike-lanes. In addition to its on-street bikeways, the City recently developed two multi-use trails—Butterfield Trail (also known as the Butterfield Linear Park) and West Little Llagas Creek Trail. The City has plans to expand both. The City is also working to improve the loop trails at Silveira Lake.

### **3.2 Master Plan Components**

#### **Master Plan Vision and Goals**

The City of Morgan Hill strives to expand and improve its system of parks, recreation facilities, programs, bikeways, and trails to support community health, economic development, and quality of life in Morgan Hill. The following goals refine the direction of previous master plans and provide the policy framework to guide decisions and investments to achieve the system envisioned in this Master Plan. Over the next twenty years, the improvements and investments outlined in this Master Plan will:

1. Improve connections between residences and the network of City parks and facilities;
2. Diversify the experiences in the City's parks and along its trails;
3. Engage people of all ages and all abilities;
4. Support the health and wellness of all community members;
5. Inspire a sense of community and place through arts, culture, and historic resources;
6. Respond to changing conditions and evolving preferences;
7. Ensure equitable access to programs and places for recreation and activity; and
8. Leverage partnerships to maximize community benefit and use resources.

#### **Key Needs**

Based on a parks and recreation inventory and a community needs assessment, several overarching key findings emerged regarding to parks and recreation facilities in the City. There is a need to increase the



level of service measured in acreage of parkland per 1,000 residents level of service. The current level of service is 3.4 acres per 1,000 residents.

There is also a need for more bikeways, and a need for more restrooms and shade. There is strong demand for additional field capacity, gymnasium spaces and aquatic facilities. Finally, there is a need for diversified recreational amenities and play experiences. Figure 3-2 depicts the overall master plan concept; additional details on policies, actions and projects are provided below.

### Policies, Actions, and Projects

Not all of the policies and actions in the Master Plan have potential to produce environmental impacts. Table 3-3 depicts only those policies and actions that could result in potential environmental impacts. For example, programming policies and actions typically do not involve any ground-disturbing actions and thus do not have potential to result in environmental impacts. A complete list of policies, actions, and projects may be found in Chapter 4 of the Master Plan.

**Table 3-3: Policies and Actions that Could Result in Environmental Impacts**

| Policies                                                                                                                                                                                             | Actions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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| <b>PARKS</b>                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| P1. Distribute City-owned neighborhood and community parks throughout the City to fill existing gaps and prevent future gaps, especially where densely populated areas are not well-served by parks. | <p><b>P1-1.</b> Strategically identify and acquire land for a new community park east of Hwy 101 to be developed as Morgan Hill continues to expand.</p> <p><b>P1-2.</b> Site new neighborhood parks in areas of new growth and development, consistent with the 2035 General Plan.</p> <p><b>P1-3.</b> Focus City resources on improving and developing large community, small community and neighborhood parks, recognizing that privately-owned parks meet the need for small, close-to-home parks for many residents.</p> <p><b>P1-4.</b> Continue encouraging the development of high quality neighborhood parks and privately-owned parks in new developments through the Residential Development Control System (RDCS) competition requirements. Ensure that parks constructed and maintained by developers meet the City's park standards described by General Plan Policy HC-3.31.</p> <p><b>P1-5.</b> Continue to maintain the City's existing Mini Parks while not adding (acquiring or developing), unless developed to meet specific goals in this plan.</p> <p><b>P1-6.</b> Construct the planned Downtown parks and trails, including Depot Park, Little Llagas Creek Park, and Hilltop Park and Trail.</p> <p><b>P1-7.</b> Partner with the Morgan Hill Historic Society to expand and diversify the community uses of Villa Mira Monte and integrate it into the Downtown park system.</p> |



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| <p>P2. Maximize park access to ensure community members can comfortably and easily travel to and use the parks closest to their homes.</p>                       | <p><b>P2-1.</b> Strive to meet the five acres/1,000 residents level of service park standard.</p> <p><b>P2-2.</b> Expand the level of service definition to include a walkability standard with a goal that every resident lives within a half-mile walk of a park and residents in higher-density areas of the City live within a quarter-mile walk of a park.</p> <p><b>P2-3.</b> Strive to reach the 60/40 use ratio for residents/non-residents at the City's current and future Special Use Sports Facilities to ensure that the facilities meet local demand.</p> <p><b>P2-4.</b> Encourage public accessibility of new privately-owned and developed parks through the RDCS process.</p> <p><b>P2-5.</b> Strive to connect new and existing parks to surrounding neighborhoods and commercial centers via bikeways, multi-use trails, sidewalks and vehicle access including adequate parking.</p> |
| <p>P3. Continue to create unique park features and programs in Downtown.</p>                                                                                     | <p><b>P3-1.</b> Develop the new permanent Downtown parks.</p> <p><b>P3-2.</b> Plan future pop-up and temporary programs and installations in Downtown parks.</p> <p><b>P3-3.</b> Integrate public art into the Downtown parks.</p> <p><b>P3-4.</b> Program community events including performance art, concerts, and family events in Downtown parks.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p>P4. Partner with Morgan Hill Unified School District (MHUSD) to increase access (i.e., keep gates unlocked) to school facilities during non-school hours.</p> | <p><b>P4-3.</b> Review opportunities to increase park land and amenities adjacent to Jackson Park/School.</p> <p><b>P4-4.</b> Partner with the school District to land bank for future park sites adjacent to future school sites.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>P6. Enhance and diversify play environments throughout the City.</p>                                                                                          | <p><b>P6-1.</b> Prioritize park improvements and playground enhancements in underserved areas of the City, including northwest Morgan Hill.</p> <p><b>P6-2.</b> Diversify the types of play equipment and experiences in community and neighborhood parks by adding nature play, adventure play, and creative play opportunities.</p> <p><b>P6-3.</b> Replace outdated play structures with new types of play equipment and play environments.</p> <p><b>P6-4.</b> Add more multigenerational play experiences to neighborhood and community parks.</p> <p><b>P6-5.</b> Provide nature play experiences throughout the system.</p> <p><b>P6-6.</b> Expand recreation uses near Silveira Lake and consider integrating a fishing pond into new park sites.</p> <p><b>P6-7.</b> Construct the Inclusive Playground at Community Park.</p>                                                                   |

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| <p>P8. Enhance park amenities to increase park user comfort and accessibility.</p>                            | <p><b>P8-1.</b> Add shade structures and trees that provide shade to parks, especially over play and seating areas. Every City park in Morgan Hill has opportunity for additional shade.</p> <p><b>P8-2.</b> Ensure that shade is included when designing and developing new parks.</p> <p><b>P8-3.</b> Add restrooms to small community parks.</p> <ul style="list-style-type: none"> <li>• Locate restrooms where they are highly visible from the street and nearby activity areas.</li> <li>• Consider restroom designs that minimize ongoing maintenance costs and enhance safety. Relevant sites include Nordstrom Park, Paradise Park, and Diana Park.</li> </ul> <p><b>P8-4.</b> Install drinking fountains that allow for easy water bottle refilling (as feasible) and separate pet drinking stations (as appropriate) throughout the park and trail system.</p> <p><b>P8-5.</b> Add additional seating to parks, focusing on seating options designed for comfort and social interaction.</p> |
| <p>P9. Expand opportunities for fitness and health oriented activities for all ages in Morgan Hill parks.</p> | <p><b>P9-1.</b> Pilot fitness equipment in two (2) parks and monitor and evaluate usage. Identify opportunities for unique fitness stations and equipment, such as par course. Relevant sites include Nordstrom Park and Galvan Park.</p> <p><b>P9-2.</b> Improve pedestrian and bicycle connections to parks so that users can access parks via active transportation modes.</p> <p><b>P9-3.</b> Identify opportunities for loop trails within new parks and joint use facilities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| <p>P10. Continue investing in destination community parks that offer a range of activities.</p>                                                                  | <p><b>P10-1.</b> Implement planned lighting and handball court improvements to Galvan Park to enhance access and safety.</p> <p><b>P10-2.</b> Continue working with community members to identify priority improvements for Galvan Park.</p> <p><b>P10-3.</b> Continue to maintain and program Community Park at a high standard while adding and enhancing amenities.</p> <p><b>P10-4.</b> Design a new community park to provide the same high level of services as the existing Community Park while also offering unique experiences that establish the park as a destination. Consider including the following elements in the new community park:</p> <ul style="list-style-type: none"> <li>• Fenced dog park;</li> <li>• Bike skills/pump track;</li> <li>• Traffic garden (bicycle and safety and skills course);</li> <li>• Fitness equipment;</li> <li>• Loop trail;</li> <li>• Parking;</li> <li>• Tennis/pickleball;</li> <li>• Sand volleyball;</li> <li>• Water filling station; and/or</li> <li>• Community garden.</li> </ul> |
| <p>P11. Protect and improve un-programmed, flexible spaces in small community neighborhood parks for informal games and other self-directed recreation uses.</p> | <p>Relevant sites include Galvan Park, Belle Estates Park, Stone Creek Park, Diana Park, Jackson Park, Paradise Park, Mill Creek Park, Howard Wiechert Park, Hamilton Square Park, and Oak Creek Park.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p>P12. Design new parks and park improvement that are welcoming, distinct, and represent the qualities of the park and surrounding neighborhood.</p>            | <p><b>P12-1.</b> Enhance park entry points by providing seating or other features to help activate entrances and make them highly visible from the street and from within the park. Where needed, install signage to clearly identify the accessible path of travel or direct users to primary points of entrance. (CE) Relevant sites include Belle Estates Park, Community Park, Diana Estates Park, Fox Hollow Park, Galvan Park, Jackson Park, Murphy Springs Park, Paradise Park, and Oak Creek Park.</p> <p><b>P12-2.</b> Locate certain site furnishings, including trash receptacles and pet care stations, outside of the park entry points in order to improve the aesthetic qualities of the entry.</p> <p><b>P12-4.</b> Incorporate public art into parks.</p>                                                                                                                                                                                                                                                                     |
| <p>P13. Provide urban agriculture opportunities throughout the City to provide access for residents.</p>                                                         | <p><b>P13-1.</b> Establish one or more permanent locations for the community garden and expand its capacity.</p> <p><b>P13-2.</b> Maintain community garden opportunity in downtown for higher density housing.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| <p>P14. Integrate more natural elements and spaces and nature play opportunities into Morgan Hill's parks system.</p>                                                                                                       | <p><b>P14-1.</b> Reveal and enhance nature and natural processes using native plants and by using storm-water management as a functional and aesthetic park feature.</p> <p><b>P14-2.</b> Incorporate low-impact, drought-tolerant plantings in new and existing parks to minimize irrigation requirements and enhance visual interest without reducing usable turf area.</p> <p><b>P14-3.</b> Develop nature play areas in appropriate areas that allow children and users of all ages to interact with nature and natural materials. Relevant sites include Jackson Park, Murphy Springs Park, and New Downtown Parks.</p>                                                                                                                                                                                                                       |
| <p><b>FACILITIES</b></p>                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <p>F1. Incorporate historic and cultural resources into the parks and recreation system when the resources provide opportunities for community education, events, and recreation, in support of General Plan Goal HC-8.</p> | <p><b>F1-2.</b> Ensure future site development includes:</p> <ul style="list-style-type: none"> <li>• Culturally, historically, and context appropriate design approaches to improvements and additions.</li> <li>• Expanded recreation uses.</li> <li>• Property improvements designed to integrate into the Downtown parks system and facilitate attracting more visitors to Downtown businesses.</li> <li>• Design improvements to maximize revenue and limit ongoing maintenance costs.</li> <li>• Improved technology at the site.</li> <li>• Opportunities for urban agriculture and agriculture education with a demonstration garden/orchard or a community garden.</li> </ul>                                                                                                                                                             |
| <p>F2. Support the development and maintenance of infrastructure that supports sports tourism, per General Plan Policy ED-4.3.</p>                                                                                          | <p><b>F2-1.</b> Pursue the development of a new Baseball / Softball Field Complex on City owned land in the SE Quadrant. The new fields should focus on serving local teams and players, however accommodating smaller regional tournaments may also be considered.</p> <p><b>F2-3.</b> Develop a site plan for 10 acres of property adjacent to the Aquatics Center and Outdoor Sports Center, for which the City has a future option to purchase. Property shall be used for parking and additional regional sports uses (sand volleyball, additional soccer fields, etc.).</p> <p><b>F2-4.</b> Updating aging facilities at the Outdoor Sports Center, including replacement of existing turf fields, considering new turf to replace natural grass fields, installation of lighting and more frequent routine maintenance at the facility.</p> |

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| <p>F3. Ensure that regional use of Morgan Hill's recreation facilities do not adversely impact established neighborhoods and that they support quality of life for residents.</p> | <p><b>F3-1.</b> Site regional recreation facilities outside of established residential neighborhoods to avoid traffic, parking, and noise impacts.</p> <p><b>F3-2.</b> Consider transportation programs such as shuttles and bike shares that will minimize impacts from vehicular traffic and encourage visitors to travel to Downtown Morgan Hill and other shopping and dining centers.</p> <p><b>F3-3.</b> Develop adequate parking at recreation and sports facilities.</p>                                                                                                                                                                                                                                                                                                                                      |
| <p>F4. Actively pursue joint-use agreements with MHUSD to help meet demand for sports fields and indoor facilities, per General Plan Policy HC-3.25.</p>                          | <p><b>F4-2.</b> Develop a new gym facility in partnership with the school district that meets the needs of both the City and MHUSD and is constructed, maintained, and programed through a joint-use agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>F6. Maintain and support public access to Morgan Hill's destination parks and recreation facilities.</p>                                                                       | <p><b>F6-1.</b> Continue to pursue 60 percent local use and 40 percent regional use for existing and new recreation facilities, based on hours of use.</p> <p><b>F6-2.</b> Continue to use the City's community use policy to promote facility use for resident groups.</p> <p><b>F6-3.</b> Improve the lighting, accessibility, and irrigation at the OSC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><b>Bikeways and Trails</b></p>                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>B1. Create a bikeways and trails network that serves the needs and abilities of cyclists of all ages and abilities, consistent with General Plan Policy TR-8.1.</p>            | <p><b>B1-1.</b> Construct the priority bikeway and trail projects identified in the Master Plan based on improving safety and enhancing both commute and recreational cycling, consistent with General Plan Policy TR-8.8.</p> <p><b>B1-2.</b> Prioritize the creation of all ages and abilities bikeway types including bicycle boulevards on neighborhood streets (local roadways) and protected bike lanes on busy streets (arterial roadways).</p> <p><b>B1-3.</b> Support General Plan Policy TR-8.3 by providing options for people of different abilities riding bikes by establishing alternative routes, such as direct routes on busy streets for experienced bike riders, and less direct routes on quieter streets, bicycle boulevards, and trails for less experienced and recreational bike riders.</p> |

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| <p>B2. Develop an interconnected network of bikeways and multi-use trails that safely connect neighborhoods and residences with workplaces, schools, parks, and community destinations, consistent with General Plan Goal TR-8.</p> | <p><b>B2-1.</b> Strive to connect each new bikeway project to an existing bikeway, trail, or community destination. Provide complete connections in the network and avoid abruptly ending a bikeway before a connection is made.</p> <p><b>B2-2.</b> Prioritize implementation of projects that address existing barriers, including Highway 101 and challenging intersections, to facilitate and encourage walking and riding a bike to destinations.</p> <p><b>B2-3.</b> Where feasible and safe, support General Plan Policy TR-8.13 by requiring pedestrian and bicycle public access from a cul-de-sac to an adjacent public amenity, such as a park or school, or from a cul-de-sac to an adjacent street, especially when developing bicycle boulevards.</p> <p><b>B2-4.</b> Support General Plan Policy TR-8.7 by designating private roads as part of the bikeway network if there is an agreement between the City and the appropriate owner for such a designation.</p>                                 |
| <p>B3. Improve safety for all roadway users by providing bikeways and trails with comfortable separation from motor vehicles and a focus on safety.</p>                                                                             | <p><b>B3-1.</b> Continue to support the City's adopted Vision Zero Framework to reduce traffic injuries and fatalities. Once adopted, implement strategies to improve safety.</p> <p><b>B3-2.</b> Upgrade existing bikeways to create dedicated space for people riding bicycles separated from motor vehicle travel and parking lanes where possible.</p> <p><b>B3-3.</b> Improve intersections to accommodate through and turning bicycle traffic with both time and space separation where possible.</p> <p><b>B3-4.</b> For all roadway improvements, implement vehicular, transit, and freight improvements that minimize conflict with people riding bicycles.</p> <p><b>B3-6.</b> Improve bicycle safety across or along highway entrances, railroad and rail transit crossings and parallel facilities.</p> <p><b>B3-7.</b> Reevaluate configuring Downtown streets to one lane of vehicle traffic and one buffered bike lane upon completion of the development of the Hale Avenue Extension Project.</p> |



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| <p>B6. Provide safe, accessible and convenient bicycle parking and other support services to people travelling by bicycle.</p> | <p><b>B6-1.</b> Monitor bicycle parking facility usage to determine when new or expanded facilities are needed.</p> <p><b>B6-2.</b> Establish visible and accessible platforms for community members to request new or expanded bike parking. At destinations with high bicycle parking demand, consider allocating more public right-of-way to provide bicycle racks and bicycle corrals, possibly in the place of a vehicular parking space.</p> <p><b>B6-3.</b> Work with Caltrain and major employers to ensure there is adequate short and long-term secure bicycle parking for bicycle commuters.</p> <p><b>B6-4.</b> Focus the addition of new bicycle parking facilities at destinations, especially Downtown, including development of the bike hub site.</p>                                                                                                                                                                                                                                                                       |
| <p>B7. Coordinate development of the bikeways and trail network with regional partner agencies and organizations.</p>          | <p><b>B7-1.</b> Support General Plan Policy TR-8.4 by coordinating development of the bikeways and trails network with the VTA Cross County Corridors, Santa Clara Countywide Trails Master Plan, the Santa Clara Countywide Bicycle Plan, the South County Joint Area Plan, the Santa Clara County Bicycle Technical Guidelines, and the California Department of Transportation Highway Design Manual.</p> <p><b>B7-2.</b> Support General Plan Policy TR-8.11 for multi-jurisdictional alignments by developing partnerships with Santa Clara County to plan, finance, implement, and maintain the bikeways system.</p> <p><b>B7-3.</b> Evaluate opportunities to coordinate trail alignments along the future California High Speed Rail line.</p> <p><b>B7-4.</b> Partner with the Santa Clara Valley Open Space Authority on the development and maintenance of trails on the El Toro Mountain.</p> <p><b>B7-5.</b> Create an east-west connection to Coyote Creek Trail via a Burnett Ave bridge, per General Plan Policy TR-8.8.</p> |

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| <p>B9. Evaluate the potential to expand pathways along creeks and drainage ways.</p>                                                                                                                                                     | <p><b>B9-1.</b> Support General Plan Policy HC-3.14 by working in partnership with the Santa Clara Valley Water District to establish easements and joint use agreements and to develop trails and linear parks along creeks and drainage channels. Relevant sites include:</p> <ul style="list-style-type: none"> <li>• Llagas Creek west of Silveira to Santa Teresa;</li> <li>• Madrone Channel trail;</li> <li>• The trails at Silveira to incorporate desired community uses;</li> <li>• The loop trail and usable open space at San Pedro Percolation Ponds as a loop trail and usable open space;</li> <li>• The northern extension of the Little Llagas Creek Trail from Spring Ave to W Main Ave, per General Plan Policy TR-8.8;</li> <li>• The Madrone Channel Trail northern extension to the Coyote Creek Trail and southern extension to Middle Ave; and</li> <li>• The Tennant Creek Trail from E Dunne Ave to Middle Ave.</li> </ul> |
| <p>B10. Support the comfortable use and appeal of the bikeways and trails network through regular maintenance and adequate facilities.</p>                                                                                               | <p><b>B10-1.</b> Improve bikeways and trails based on maintenance standards and an established schedule.</p> <p><b>B10-5.</b> Develop a process to assess the condition of City-owned bicycle racks and on-street bicycle corrals, and replace as needed.</p> <p><b>B10-6.</b> Include trash cans and dog bag stations along heavily used mixed-use trails.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b>System Wide Guidelines</b></p>                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p>S2. Develop a wayfinding system for the City's bikeways, trails, parks, and recreation network that includes signage along bikeway routes and trails indicating key destination points, in support of General Plan Action TR-8.E.</p> | <p><b>S2-1.</b> Coordinate with any broader city-wide signage and wayfinding efforts.</p> <p><b>S2-2.</b> Ensure signage across the system for parks, open space, and recreation opportunities shares iconic and recognizable design elements.</p> <p><b>S2-3.</b> Include signage and wayfinding to and in Downtown and commercial business districts to encourage pedestrian and bicycle access to in support of economic activity.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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| <p>S3. Enhance sustainability features and support City greenhouse gas (GHG) emission reduction goals when planning or renovating parks and facilities, developing new site plans, and replacing equipment and facilities.</p> | <p><b>S3-1.</b> Expand the collection and use of solar power and other renewable energy sources at parks and facilities, including on roofs and in parking lots, including new sport facility parking lots. Relevant sites include the Community and Cultural Center and the Outdoor Sports Center/Aquatics Center.</p> <p><b>S3-2.</b> Design parks to be low impact developments that include pervious surfaces (permeable pavers, pervious concrete, porous or open-graded asphalt) when practical and feasible.</p> <p><b>S3-4.</b> Provide convenient and well-marked recycling receptacles throughout the park system, in recreation facilities, and at special events.</p> <p><b>S3-5.</b> Enforce a “No Idle” program with vehicles and other gas-powered equipment.</p> <p><b>S3-6.</b> Install electric vehicle (EV) charging stations at park and recreation facilities that serve the region.</p> <p><b>S3-7.</b> Train City maintenance staff and include specific standards and expectations in maintenance contracts for the care of low-water, naturalized landscapes, natural play environments, and other new types of features in the system.</p> |
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| <p>S5. Transition to water efficient irrigation systems, landscapes, and planting practices throughout the system.</p> | <p><b>S5-1.</b> Implement an irrigation central control system to assist in applying the least amount of water necessary for the current climatic conditions and in the monitoring, operation, and maintenance of the irrigation systems.</p> <p><b>S5-2.</b> Transition existing high water-use trees to native and drought tolerant trees to maintain and provide natural shade throughout the park system.</p> <p><b>S5-3.</b> Design new and renovate existing parks for water conservation. Use native plants, apply xeriscaping, and reduce turf areas that are not needed as open play space to reduce water needs, balanced with long-term funding for maintenance needs.</p> <p><b>S5-4.</b> Emphasize the use of well-designed, efficient irrigation systems that consider the mature size of plant material and the size of planting areas to be irrigated. Irrigation systems should also incorporate innovative technologies, such as low-volume drip irrigation and high efficiency overhead nozzles.</p> <p><b>S5-5.</b> Retrofit less efficient existing irrigation overhead irrigation system with more efficient drip or point source systems.</p> <p><b>S5-6.</b> Conduct regular maintenance and irrigation audits to regularly adjust and maintain operation of the irrigation system at its highest efficiency.</p> <p><b>S5-7.</b> Provide turf only where it contributes to recreation opportunities. Evaluate the need for mowed and irrigated turf when designing new parks or renovating existing ones to efficiently use maintenance resource. Additionally, transition non-recreation turf areas to drought tolerant and climate adapted species.</p> <p><b>S5-8.</b> Emphasize the use of water-conserving turf varieties after evaluating the need for providing turf surfaces. Additionally, considering transitioning existing turf into drought tolerant turf variety.</p> <p><b>S5-9.</b> Transition existing landscape to drought tolerant and climate adapted species.</p> <p><b>S5-10.</b> Minimize storm-water runoff through on-site retention facilities, bio-swales, and rain gardens. Use best practices for sustainable landscape designs to manage the quantity and quality of storm-water runoff.</p> <p><b>S5-11.</b> Create demonstration gardens throughout the system that include signage to educate park users about sustainable landscaping and water conservation. Relevant sites include: Jackson Park, Stone Creek Park, and Nordstrom Park.</p> |
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| <p>S6. Plant native and California-friendly species that create healthy ecological systems and important habitats for wildlife and insects.</p> | <p><b>S6-1.</b> Emphasize the use of plant materials with habitat value. Consider plant species and landscape practices that provide habitat for local and migratory animals, conserve native plants, and improve water quality.</p> <p><b>S6-2.</b> Consult with the California Invasive Plant Council to avoid the use of invasive plant species or non-native plants with seeds that can be easily dispersed.</p> <p><b>S6-3.</b> Implement landscaping that will blend ecologically and visually with the existing native vegetation or the region. When appropriate, non-native trees and plants, fully adapted to the area's environmental conditions, may be provided when they add visual compatibility, beauty, and avert losses caused by overdependence on a single species.</p> |
| <p>S7. Use plant materials or plant species that contribute to safe and healthy environments.</p>                                               | <p><b>S7-1.</b> Plant materials in park sites and around areas with amenities for children must be tough, impervious to trampling, fast growing, and not poisonous.</p> <p><b>S7-2.</b> Locate appropriate plant materials along walkways and entrances to improve safety and avoid blocking sightlines.</p> <p><b>S7-3.</b> Emphasize the maintenance of healthy soils and soil quality to sustain plant productivity, and to maintain and enhance water and air quality in support of human health and habitation.</p> <p><b>S7-4.</b> Emphasize the design and maintenance of landscapes to reduce the risk of fire hazard by providing defensible space zones and any plant species that are known to have unfavorable fire performance ratings.</p>                                    |
| <p>S8. Install lighting strategically to enhance the safety and usability of the City's facilities.</p>                                         | <p><b>S8-1.</b> Consider providing pedestrian level lighting (combined low ground-level and higher-level lighting) at park perimeters to enhance park entrances.</p> <p><b>S8-2.</b> Consider lighting in parks as means of increasing surveillance and park safety by locating lights in problem areas and areas of potential concealment.</p> <p><b>S8-3.</b> Consider providing lighting at courts, playgrounds, and gathering areas to encourage greater evening use, promote surveillance, and reduce the risk of vandalism.</p> <p><b>S8-4.</b> Design lighting systems and select fixtures to minimize light pollution.</p> <p><b>S8-5.</b> Design lighting systems to provide a consistent level of lighting with minimal glare and uneven lighting or shadow areas.</p>            |

| <b>Organization Development and Management</b>                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                      |
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| OM3. Monitor and track park and facility condition to inform capital improvement and maintenance plans. Develop capital improvement plans, criteria for prioritization, and schedules aimed at addressing deficiencies in existing parks including the following actions: | <ul style="list-style-type: none"> <li>• Replacing infrastructure and refreshing or renovating old parks.</li> <li>• Replacing old, worn, or damaged facilities or equipment as per the capital replacement plan. Refresh or renovate old parks periodically, updating facilities and landscaping as per new recreation trends and needs.</li> </ul> |

As described in greater detail throughout this Initial Study/Addendum, adoption of the Master Plan would result in future projects that have the potential for significant impacts to air quality, biological resources, and cultural resources, and other topical sections included in the Initial Study checklist.

Some policies, actions, and projects described in the Master Plan may be categorically exempt under CEQA. These projects/improvements may include, but are not limited to:

- Construction of new restrooms in parks;
- Development of adult fitness areas in parks;
- Development of community gardens in under-served areas;
- Development of “in-fill” parks less than 5 acres (CEQA Guidelines 15332, Infill Development)
- Acquisition of new open space (CEQA Guidelines 15313, Acquisition of Lands for Conservation Purposes);
- Enhancement of seating areas in parks;
- Enhancement of existing sports playing fields;
- Incorporation of sustainable practices in the maintenance and management of parks, open space, and recreation facilities;
- Improvements that may assist the City in exceeding Americans with Disabilities Act requirements;
- Improvement of trail connections and access outside of wetlands and riparian areas;
- Integration of nature (storm water detention areas, use of native plants) into parks;
- Installation of water efficient irrigation systems;
- Installation of bike support facilities in parks and along trails;
- Installation of wayfinding signage of safe routes to parks;
- Modifications of play environments in parks; and
- Routine maintenance and replacement of existing infrastructure facilities for park amenities, bikeways and trails following Master Plan policies.

Projects in the above list would be evaluated on a case by case basis to determine if a categorical exemption could be prepared consistent with CEQA Guidelines.

### **Plan Implementation**

Over the next 20 years, implementation of the projects and programs recommended in the Master Plan will be determined annually by City staff with guidance and leadership from the Parks and Recreation Commission, as well as the City Council. Community advocates and partner organizations will also play an important role in ensuring the proposed programs and projects align with the needs of the



community. The Master Plan includes multiple recommended projects in Chapter 4, and priority improvements in Chapter 5.

Projects and programs from Chapter 5 were prioritized and will continue to be evaluated by the following criteria:

- Improve connections between residences and the network of City parks and facilities;
- Diversify the experiences in the City's parks and along its trails;
- Engage people of all ages and all abilities;
- Support the health and wellness of all community members;
- Inspire a sense of community and place through arts, culture, and historic resources;
- Respond to changing conditions and evolving preferences;
- Ensure equitable access to programs and places for recreation and activity;
- Leverage partnerships to maximize community benefit and use resources efficiently;
- Balance active recreation with unprogrammed open spaces;
- Continue to provide regional recreation destinations for visitors that support economic growth;
- Enhance safety and navigation to key recreation destinations and along popular routes;
- Invest in and maintain existing assets while carefully planning for future growth; and
- Promote financial stability for operation of City facilities.

The complete set of recommended projects identified in Chapter 4 of the Master Plan will be summarized in a working document called the Action Plan (Appendix A). The Action Plan will be maintained separately from the Master Plan and is designed to adapt and change with the completion of projects, passage of time, and shifts in funding opportunities.

### 3.3 Scope of CEQA Review

The Master Plan is a long-range planning program that guides how existing parks, trails, open space, and recreation programs should be improved and expanded. The Master Plan also directs the location and needs of future park developments and new recreation facilities to meet the goals of the community. It establishes a policy framework to govern decision-making that concerns the physical development of urban parks and open spaces, bikeways and trails. The Master Plan contains many policies and actions that do not have the potential to affect the environment as analyzed under CEQA and are not considered in detail in this document. This Initial Study/Addendum focuses on Master Plan policies and actions that have the potential to cause environmental impacts when implemented (Table 3-3). It also focuses on priority Master Plan improvements from Chapter 5, summarized in Table 3-4 below.

**Table 3-4: Recommended Priority Projects**

| <b>Project Description</b>                      | <b>Planning-Level Capital Cost</b> | <b>Operating Cost Estimate</b> | <b>Time Frame</b>                                           | <b>Project Reference</b> |
|-------------------------------------------------|------------------------------------|--------------------------------|-------------------------------------------------------------|--------------------------|
| Buffered Bike Lanes: Cochrane Rd and Malaguerra | \$1,200,000                        | Limited                        | Highway 101 Improvements:<br>0-5 years;<br>Entire Corridor: | B-B1                     |

|                                                                                                                                                           |             |         |                                                      |      |
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| Ave from Monterey Rd to Coyote Creek Trailhead                                                                                                            |             |         | 5-10 years                                           |      |
| Buffered Bike Lanes: Monterey Rd from Tilton Ave to Butterfield Blvd/Watsonville Rd                                                                       | \$2,400,000 | Limited | Downtown: 0-10 years;<br>Entire corridor: 5-10 years | B-B2 |
| Buffered Bike Lanes: Burnett Rd from Monterey Rd to Coyote Creek (Sobrato School Access)                                                                  | \$750,000   | Limited | 0-5 years                                            | B-B3 |
| Buffered Bike Lanes: Santa Teresa Corridor, Hale Ave from Tilton Ave to W Main Ave                                                                        | \$750,000   | Limited | 5-10 years                                           | B-B4 |
| Buffered Bike Lanes: West Main Ave from Monterey Rd to Dewitt Ave                                                                                         | \$450,000   | Limited | 0-5 years                                            | B-B5 |
| Protected Bike Lanes: E Main Ave from Monterey Rd to Hill Rd (Live Oak High School Access and Coyote Creek Connection) (Interim step Buffered Bike Lanes) | \$3,800,000 | Limited | 0-5 years                                            | B-A1 |
| Bicycle Boulevard: Morning Star Dr/Peet Rd from Eagle View Dr to Cochrane Rd to Coyote Creek Trailhead                                                    | \$480,000   | Limited | 0-5 years                                            | B-C1 |
| Bicycle Boulevard:                                                                                                                                        | \$380,000   | Limited | 0-5 years                                            | B-C2 |

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| Depot Street from E Main Ave to E Dunne Ave                                                                          |           |         |            |      |
| Multi-Modal Intersection Improvements: Monterey Rd Downtown between E Main Ave and E Dunne Ave                       | \$790,000 | Limited | 0-5 years  | B-D1 |
| Multi-Modal Intersection Improvements: E Main Ave and Butterfield Blvd                                               | \$350,000 | Limited | 0-5 years  | B-D2 |
| Multi-Modal Intersection Improvements: W Main Ave and Hale Ave                                                       | \$10,000  | Limited | 0-5 years  | B-D3 |
| Multi-Modal Intersection Improvements: Cochrane Rd and Highway 101 (North & South ramps, Madrone Pkwy and Depaul Dr) | \$130,000 | Limited | 0-5 years  | B-D4 |
| Multi-Modal Intersection Improvements: Monterey Rd and Cochrane Rd                                                   | \$350,000 | Limited | 0-5 years  | B-D5 |
| Multi-Modal Intersection Improvements: Butterfield Blvd and Cochrane Rd                                              | \$130,000 | Limited | 0-5 years  | B-D6 |
| Multi-Modal Intersection Improvements: Monterey Rd and Tilton Ave/Burnett Ave                                        | \$120,000 | Limited | 5-10 years | B-D7 |

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| Multi-Use Trail (Improvements): Pave and enhance access to the existing Madrone Channel Trail (Cochrane Rd to Tennant Ave)                                                                                                                                                           | \$1,000,000              | Moderate | 0-5 years  | T-A1                 |
| Natural Surface Trail: El Toro Trails (Parking Lot/Trail Head Acquisition and Trail Development)                                                                                                                                                                                     | \$500,000                | Moderate | 0-10 years | T-B1                 |
| Multi-Use Trails / County Parks & Water District Partnership Projects: Madrone Channel Trail extension from Cochrane Rd to Burnett Ave<br>Coyote Creek Trail – Malaguerra Staging Area to Burnett Staging Area<br>Burnett Ave trail from Madrone Channel Trail to Coyote Creek Trail | \$600,000 (City Expense) | Limited  | 0-10 years | T-A2<br>T-A3<br>T-A4 |
| Multi-Use Trail: Downtown Hilltop Trail connecting Del Monte Ave to the water tower and Hale Ave                                                                                                                                                                                     | \$600,000                | Limited  | 5-10 years | T-A5                 |
| Multi-Use Trail: Live Oak High School to the Madrone Channel Trail                                                                                                                                                                                                                   | \$790,000                | Limited  | 5-10 years | T-A6                 |
| Multi-Use Trail:                                                                                                                                                                                                                                                                     | \$1,970,000              | Moderate | 5-10 years | T-A7                 |

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| Silveira Park Trail around Atherton Way Hidden Pond with pedestrian bridges                                                                                                  |                                                  |                  |                                                           |      |
| Borello School Park (Peet Road Future School Site) (Joint Use with the School District)                                                                                      | \$1,000,000 - \$2,000,000                        | Limited-Moderate | 0-10 years                                                | P-S1 |
| Inclusive Playground: Develop Inclusive Playground at Community Park                                                                                                         | \$5,000,000                                      | Moderate         | 0-5 years                                                 | P-A1 |
| New Community Park: Land bank and develop new Community Park (approximately 10 acres east of Hwy 101)                                                                        | \$2,000,000 (land)<br>\$8,000,000 (construction) | High             | Acquire land: 5-10 years<br>Construction: 10+ years       | P-C1 |
| New Recreational Open Space: Acquire new recreational open space on the East Side of El Toro Mountain                                                                        | \$100,00 per acre                                | Limited          | 0-10 years                                                | P-E1 |
| New Restrooms: Nordstrom Park                                                                                                                                                | \$350,000                                        | Moderate         | 5-10 years                                                | P-H1 |
| New Restrooms: Paradise Park                                                                                                                                                 | \$350,000                                        | Moderate         | 5-10 years                                                | P-H2 |
| New Small Community Parks: Acquire land and develop two new parks (4-6 acres)<br>-New park in northwest sector<br>-New park west of Hwy 101, between Dunne Rd and Barrett Rd | \$6,190,000 (each)                               | Moderate         | Northwest sector: 0-5 years<br>West of Hwy 101: 10+ years | P-D1 |
| Nordstrom Park/School                                                                                                                                                        | \$800,000                                        | Limited          | 0-5 years                                                 | P-F1 |

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| Improvements:<br>Improve loop trail, play structures, shade, fitness equipment, others TBD per School District JUA          |                                                      |            |            |           |
| Off-Leash Dog Area: Add One; Location TBD                                                                                   | \$75,000                                             | Limited    | 0-10 years | P-J1      |
| Enhance Play Environments                                                                                                   | \$350,000 per small area<br>\$600,000 per large area | Limited    | 0-10 years | P-K1      |
| Shade Structures                                                                                                            | \$18,500 per structure                               | Limited    | 0-20 years | P-L1      |
| Tennis/Pickleball Courts: Add courts striped for both tennis and pickleball at the Community Park/Corporation yard          | \$100,000 per 2 tennis courts/4 pickleball courts    | Limited    | 5-10 years | P-Q1      |
| New Recreational Open Space: Acquire new recreational open space in the foothills east of Hill Rd and north of E. Dunne Ave | \$100,000 per acre                                   | Limited    | 306, GR    | 10+ years |
| Increase Parking: Aquatic Center and Outdoor Sports Center                                                                  | \$2,500,000                                          | Moderate   | In Process | R-K1      |
| Centennial Recreation Center Expansion                                                                                      | \$2,000,000                                          | Positive   | 0-5 years  | R-A1      |
| Villa Mira Monte Phase 1 Parking and Landscape Improvements                                                                 | \$2,000,000                                          | Break Even | 0-5 years  | R-E1.a    |
| Outdoor Sports Center                                                                                                       | \$1,500,000                                          | Positive   | 0-5 years  | R-B1.a    |



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| Improvements:<br>Phase 1: Sidewalk,<br>lights, irrigation,<br>and restrooms                                                                                                                                                                                              |                                                                    |                          |            |        |
| Sand Volleyball<br>Complex                                                                                                                                                                                                                                               | \$50,000<br>Feasibility<br>Analysis<br>\$1,000,000<br>Construction | Break Even               | 0-10 years | R-D1   |
| Villa Mira Monte<br>Phase 2 New<br>Buildings and<br>Further<br>Site<br>Improvements                                                                                                                                                                                      | \$3,000,000                                                        | Break Even               | 10+ years  | R-E1.b |
| Expand Preschool<br>at CCC                                                                                                                                                                                                                                               | \$500,000                                                          | Positive                 | 0-5 years  | R-J1   |
| Baseball /Softball<br>Complex:<br>Develop complex<br>in the SE<br>Quadrant                                                                                                                                                                                               | \$15,000,000                                                       | Break Even               | 5-10 years | R-C1   |
| Install Solar<br>Panels at<br>Recreation<br>Facilities                                                                                                                                                                                                                   | \$2,000,000                                                        | Positive                 | 0-10 years | R-K1   |
| Expand Senior<br>Service Center:<br>Conduct a<br>feasibility analysis<br>to determine<br>potential new<br>programming and<br>facilities at the<br>Senior Center<br>Expansion.<br>Possible<br>additional<br>program area<br>and/or adjacent<br>adult day care<br>facility | \$1,000,000<br>(Existing Land)                                     | Break Even -<br>Moderate | 5-10 years | R-H1   |
| Expand<br>Gymnasium<br>Capacity:<br>Construct                                                                                                                                                                                                                            | \$2,500,000<br>Moderate                                            | Moderate                 | 0-10 years | R-F1   |

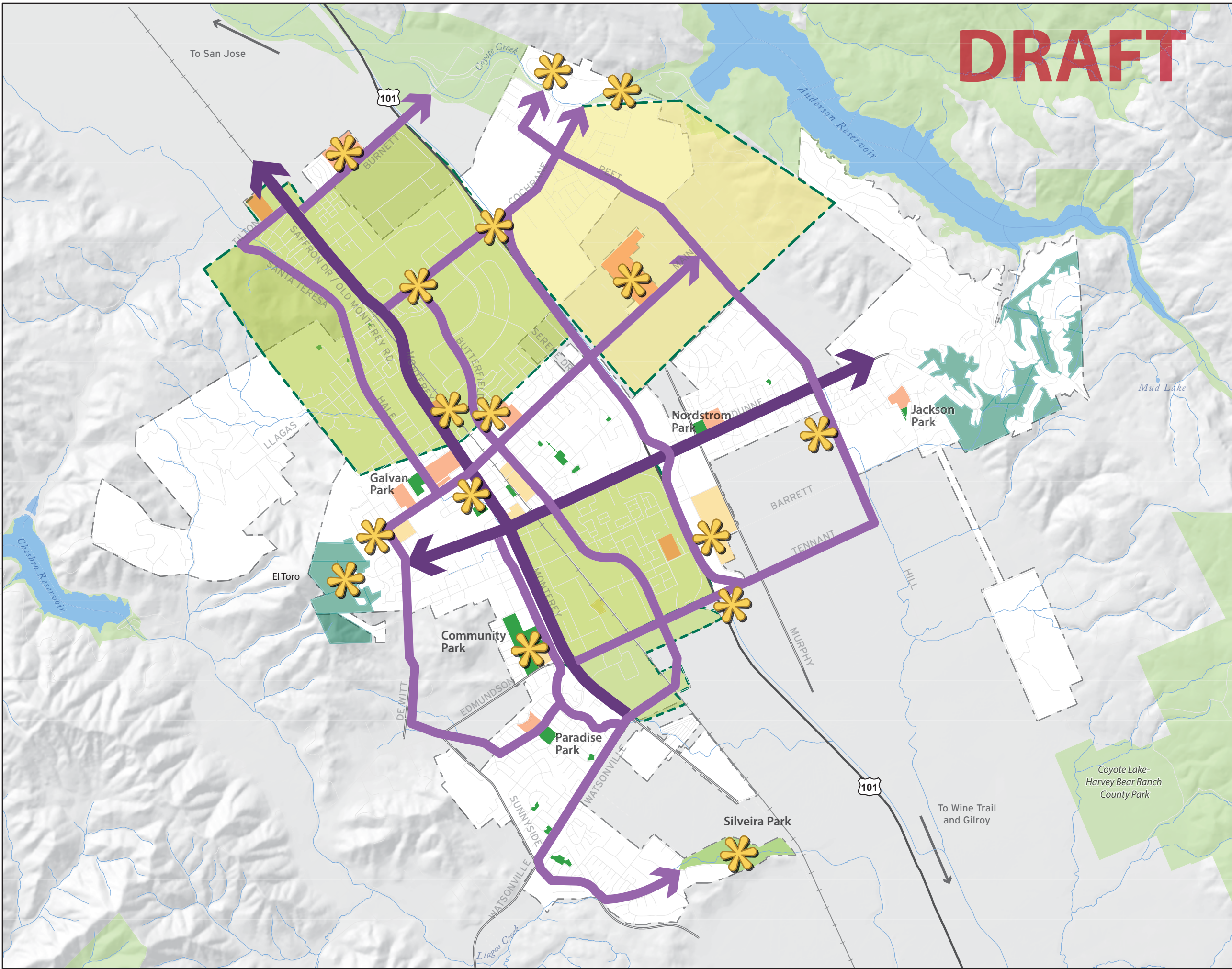
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| gymnasium facility at school or City site                                                                 |                  |            |            |        |
| Expand Aquatic Capacity:<br>Re-activate splash pad at Community and Cultural Center                       | \$0              | Break Even | 0-5 years  | R-G1   |
| Expand Aquatic Capacity:<br>Improvements to existing Aquatic Center                                       | \$2,000,000 High | Break Even | 5-10 years | R-G2   |
| New Community Center:<br>Re-purpose the Friendly Inn as a Community Center and relocate Non-profit Center | \$1,000,000      | High       | 10+ years  | R-I1   |
| Outdoor Sports Center Improvements:<br>Phase 2: Add restaurant                                            |                  | Positive   | 5-10 years | R-B1.b |

While the Master Plan identifies specific types of park improvements contemplated (Table 3-4), it does not present project level design plans for any specific improvement or project. In the absence of project level information, this Initial Study/Addendum identifies general areas of potential environmental impacts that could occur from the implementation of the Master Plan, and identifies how existing City policies, programs, and procedures, as well as regulatory standards and programmatic procedures, would reduce or avoid environmental impacts. The impact analysis presents general mitigation measures that would be applied to future projects to reduce or prevent environmental impacts.

However, there are several projects for which additional CEQA documentation and specific mitigation measures and or environmental permits from regulatory agencies will be likely needed prior to construction. These projects include (also see Table 3-4):

- New Community Park east of Highway 101 (Project P-C1)
- Silveira Park Trail around Atherton Way Hidden Pond with pedestrian bridges (Project T-A8)
- Baseball/Softball Fields Complex (Project R-C1)
- Outdoor Sports Complex-add restaurant (Project R-B1.b)

Figure 3-2: Proposed Bikeways, Trails, Parks and Recreation System Concept



CITY OF MORGAN HILL

**Proposed Bikeways  
Trails, Parks and  
Recreation System**

**Legend**

- Priority Connections
- Priority Connections
- Community Destinations
- New Community Park Search Area
- New Neighborhood Search Area
- City Parks
- Public Facility
- Schools
- Non Recreational Open Spaces
- Santa Clara County Parks
- Water Feature
- Major Roads
- Railroads
- Caltrain Station
- City Boundary



Data Sources: City of Morgan Hill Planning Division, Santa Clara County Information Services Department, Digital Data  
January 2017



## 4. ENVIRONMENTAL ANALYSIS

### 4.1 Background

**1. Project Title:** 2017 Park and Recreation Master Plan

**2. Lead Agency Name and Address:**

City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

**3. Contact Person and Phone Number:**

Chris Ghione, Director, Community Development  
(408) 782-9154

**4. Project Location:** The Proposed Project is citywide.

**5. Project Sponsor's Name and Address:**

City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

**6. General Plan Designation:** The Proposed Park and Recreation Master Plan is citywide.

**7. Zoning:** The Proposed Park and Recreation Master Plan is citywide.

**8. Description of Project:**

See Section 3, Project Description, of this Addendum

**9. Surrounding Land Uses and Setting:**

See Section 2, Environmental Setting, of this Addendum.

**10. Other Public Agencies Whose Approval is Required:**

The City of Morgan Hill is the primary authority having jurisdiction over adoption and implementation of the Master Plan and must approve the CEQA document before taking action on adoption of the Master Plan.

The City has partner agencies that may have permit and/or approval authority over specific projects or programs recommended in the Master Plan (such as OSA and Santa Clara Valley Water District); however, these will not be known until specific projects that involve these agencies come forward. Additionally, as specific projects come forward, permits or authorizations may be required from other regulatory agencies (such as Caltrans, CDFW, Regional Water Quality Control Board [RWQCB]) depending on the nature of the specific project.

#### 4.2 Environmental Factors Potentially Impacted

The environmental factors checked below would be potentially impacted by the project. Complete this table after the checklist is filled out and check the boxes for categories that are potentially significant with or without mitigation incorporated.

|                                                |                                                        |                                                             |
|------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------|
| <input type="checkbox"/> Aesthetics            | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Public Services                    |
| <input type="checkbox"/> Agriculture Resources | <input type="checkbox"/> Hydrology/Water Quality       | <input type="checkbox"/> Recreation                         |
| <input type="checkbox"/> Air Quality           | <input type="checkbox"/> Land Use/Planning             | <input type="checkbox"/> Transportation/Traffic             |
| <input type="checkbox"/> Biological Resources  | <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> Tribal Cultural Resources          |
| <input type="checkbox"/> Cultural Resources    | <input type="checkbox"/> Noise                         | <input type="checkbox"/> Utilities/Service Systems          |
| <input type="checkbox"/> Geology/Soils         | <input type="checkbox"/> Population/Housing            | <input type="checkbox"/> Mandatory Findings of Significance |

#### 4.3 Determination:

On the basis of this initial evaluation:

- ☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☒ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated to the extent feasible pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions, mitigation measures, and uniformly applicable development policies that are imposed upon the project, nothing further is required.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



#### 4.4 Evaluation of Environmental Impacts:

- (1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- (2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- (3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation incorporated, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- (4) "Less than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from "Earlier Analysis," as explained in [5] below, may be cross-referenced).

*It is noted that many potential environmental impacts can be avoided or reduced through implementation of uniformly applicable development policies, standards, or regulations – such as building and fire codes, design guidelines, a noise ordinance, a historic resource ordinance, a tree preservation ordinance, and other requirements that the lead agency applies uniformly toward all project proposals. Consistent with CEQA streamlining provisions (e.g., sections 15183 and 15183.3), these uniformly applied requirements are not distinguished as project-specific “mitigation measures,” primarily because they have already been adopted to avoid or reduce potential environmental impacts of all future project proposals, not only the particular project being evaluated at the moment.*

- (5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration (CEQA Guidelines Section 15063[b][1][c]). In this case, a brief discussion should identify the following:
  - (a) Earlier Analysis Used. Identify and state where they are available for review.
  - (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

- (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- (6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- (7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- (8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- (9) The explanation of each issue should identify:
  - (a) The significance criteria or threshold, if any, used to evaluate each question; and
  - (b) The mitigation measure identified, if any, to reduce the impact to less than significant.
- (10) The impact checklist has been modified to reflect the previously certified EIR for this project (Final and Draft Environmental Impact Report for the). The impact levels include the following:
  - (a) Substantial Change in Project Requiring Major EIR Revisions;
  - (b) Change in Circumstances Requiring Major EIR Revisions;
  - (c) Information Showing New or Increased Significant Effects;
  - (d) Less Than Significant Impacts/No New Changes or New Information Requiring Preparation of an EIR; or
  - (e) No Impact

For each of the topics discussed below impacts for the certified EIR are summarized, and the relevant page numbers in the EIR are provided. This is followed by an evaluation of impacts associated with the Master Plan, for which relevant General Plan policies in the EIR are referenced.

## 4.4.1 Aesthetics

|                                                                                                                                                                                                                                                                                      | Summary of Impacts                                          |                                                                   |                                                              |                                                                                                 |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                                                                                                      | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No New Changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                                                                                                                                                                                                                                                  |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>I. AESTHETICS - Would the project:</b>                                                                                                                                                                                                                                            |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Have a substantial adverse effect on a scenic vista?                                                                                                                                                                                                                              |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a <i>state scenic highway</i> ?                                                                                                                     |                                                             |                                                                   |                                                              |                                                                                                 | X         |
| c) Substantially degrade the existing visual character or quality of the site and its surroundings?                                                                                                                                                                                  |                                                             |                                                                   |                                                              | X                                                                                               |           |
| d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? ("Glare" is defined in this EIR as the reflection of harsh bright light sufficient to cause physical discomfort or loss in visual performance and visibility.) |                                                             |                                                                   |                                                              | X                                                                                               |           |

**Summary of Impacts Identified in the Morgan Hill 2035 EIR**

Implementation of the General Plan was found not to have a substantial adverse effect on scenic resources (Impact AES-1, pp. 4.1-8 through 4.1-11). There are no designated scenic highways within the City, and as such, no impact would occur to scenic highways (Impact AES-2), page 4.1-11). Therefore, impacts would be less than significant. While the General Plan does not designate official scenic view corridors or vistas, it recognizes that undeveloped hillsides visible from the valley floor are scenic characteristics of the area, and that public views of prominent hillsides and mountain areas should be preserved. Where they still occur in the City and the Sphere of Influence (SOI), natural streamside and riparian areas are identified as scenic resources to be protected as well. Nor would the General Plan have a significant impact on visual character (Impact AES-3, pp. 4.1-11 through 4.1-15), or create a new source of light and glare (Impact AES-4, page 4.1-16 and 4.1-17). Nor would implementation of the General Plan result in cumulative impacts to aesthetic resources (Impact AES-5, page 4.1-18 and 4.1-19)

**Impacts of Master Plan****Would the Master Plan:**

**a) Have a substantial adverse effect on a scenic vista?**

As mentioned above, while the does not designate official scenic vistas, it states that important scenic views in the City are comprised of the hillside and mountain areas surrounding town. The Master Plan will guide park and recreation improvements, which would occur mostly within previously developed land uses – either within the public right-of-way in the case of multi-modal intersection improvements and bike lane creation, or within existing parks. No facilities are expected to require tall structures that would interrupt or block long-range views across the town. Because of the low-rise character of recreational facilities, scenic vistas would continue to be available.

The design of new parks and trails would be speculative at this time, however, they would likely improve the availability of scenic vistas for the public. Moreover, any new park development or open space acquisition, including trails potentially planned in the foothills surrounding town, would be required to adhere with General Plan Policy NRE-2.3 *Scenic Hillside Preservation*, ensuring that hillsides themselves will not be developed to the maximum extent feasible. Still, where construction of new facilities would occur on previously rural and/or foothill areas, additional project-specific CEQA analysis may be required. Therefore, implementation of the Master Plan is not expected to result in substantially greater impacts to scenic vistas than analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?**

As mentioned above, there are no designated scenic highways in Morgan Hill or its SOI. Therefore, no impact would occur. No new changes or new information would require preparation of a Subsequent EIR.

**c) Substantially degrade the existing visual character or quality of the site and its surroundings?**

Improvements guided by the Master Plan would transpire largely within developed areas. Some of the priority projects listed in Table 3-4, such as buffered bike lanes and multi-modal intersection improvements, would occur within the public right-of-way, and thus would not result in substantial aesthetic impacts. Some strategies of the proposed project, such as strategic replacement of old and worn facilities, as well as the incorporation of natural elements and native landscaping within the park system, would actively improve the visual character of the City. Additionally, any new buildings constructed within existing parks, or development of new sites, would be required to comply with General Plan policies CNF-8.1 *High Quality Design*, CNF-8.2 *Design Features*, and CNF-8.5 *Architectural Quality*, ensuring the visually attractive urban environment of Morgan Hill be retained.

*Policy B9* of the Master Plan guides the expansion or development of trails and linear parks along creeks and draining channels within the planning area. Any pathways along creeks would be required to comply with Policy NRE-5.3 *Natural State of Streamside and Riparian Areas* of the General Plan to minimize loss of these scenic resources. “Natural streamside and riparian areas,” as described as a scenic resource, are generally limited to higher elevations within Morgan Hill; the creekside trail improvements mentioned in the Master Plan are at lower-lying and urbanized portions of waterways. Therefore, trail improvements and new parks implemented under the Master Plan would not have a significant impact on scenic resources along creeks and waterways.

Development of a new Community Park (10+ acres), large Neighborhood Park, or Baseball/Softball Complex, as indicated in the Master Plan, could substantially alter the visual character of the City if it resulted in the conversion of agricultural land or open space. Therefore, where construction of those facilities on rural land may be proposed in the future, additional project-specific CEQA analysis would likely be required. However, any new buildings constructed within existing parks, or development of new sites, would be required to comply with General Plan policies CNF-8.1 *High Quality Design*, CNF-8.2 *Design Features*, and CNF-8.5 *Architectural Quality*, ensuring the visually attractive urban environment of Morgan Hill be retained. Therefore, there would be no significant impacts associated with implementation of the Master Plan.

**d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?**

Many improvements guided by the Master Plan will occur within the public right-of-way or other developed land uses such that they would not substantially alter existing levels of ambient light. Where new parks, facilities, or parking lots are developed, or where new lighting is installed in existing facilities as prescribed in the Master Plan, increases in ambient lighting levels in the area would occur. However, all outdoor lighting fixtures in the City, including recreational lighting fixtures, are required to conform to General Plan Policies CNF-8.20 *Nighttime Lighting* and CNF-8.21 *Nighttime Lighting Technology*, that minimize lighting intensity and pollution. Therefore, implementation of the Master Plan would not result in substantially greater impacts related to light or glare than analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

#### 4.4.2 Agricultural Resources

|                                                                                                                                                                                                                                                | Summary of Impacts                                          |                                                                   |                                                              |                                                                                                 |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                                                                | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
|                                                                                                                                                                                                                                                |                                                             |                                                                   | * Based on 2016 EIR                                          |                                                                                                 |           |
| II. AGRICULTURE RESOURCES -Would the project:                                                                                                                                                                                                  |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? |                                                             |                                                                   |                                                              | X                                                                                               |           |

|                                                        |                                                                                                                                                                                                          | Summary of Impacts                                                                    |                                                                                |                                                                                                                            |           |
|--------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-----------|
|                                                        | Substantial<br>Change in<br>Project<br>Requiring<br>Major<br>EIR<br>Revisions                                                                                                                            | Substantial<br>Change in<br>Circum-<br>stances<br>Requiring<br>Major EIR<br>Revisions | New<br>Information<br>Showing<br>New or<br>Increased<br>Significant<br>Effects | Less Than<br>Significant<br>Impacts/No<br>new<br>changes or<br>New<br>Information<br>Requiring<br>Preparation<br>of an EIR | No Impact |
|                                                        |                                                                                                                                                                                                          |                                                                                       |                                                                                |                                                                                                                            |           |
|                                                        | * Based on 2016 EIR                                                                                                                                                                                      |                                                                                       |                                                                                |                                                                                                                            |           |
| II. AGRICULTURE RESOURCESE - <i>Would the project:</i> |                                                                                                                                                                                                          |                                                                                       |                                                                                |                                                                                                                            |           |
| b)                                                     | Conflict with existing zoning for agricultural use, or a Williamson Act contract?                                                                                                                        |                                                                                       |                                                                                | X                                                                                                                          |           |
| c)                                                     | Conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production?                                                                             |                                                                                       |                                                                                |                                                                                                                            | X         |
| d)                                                     | Result in the loss of forest land or conversion of forest land to non-forest use?                                                                                                                        |                                                                                       |                                                                                | X                                                                                                                          |           |
| e)                                                     | Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use? |                                                                                       |                                                                                | X                                                                                                                          |           |

### Summary of Impacts Identified in the Morgan Hill 2035 EIR

Like most cities in Santa Clara County, Morgan Hill was built on agricultural land and still contains a good deal of it, even as market forces and urban encroachment make farming operations less efficient and viable. Implementation of the General Plan Update would result in the conversion of Prime Farmland, Unique Farmland, or Farmland of Statewide Importance within the Project Area, and thus would have a Significant and Unavoidable impact on agricultural resources (Impact AGR-1, page 4.2-13 through 4.2-19). The General Plan Update designated approximately 1,125 acres of farmland of concern under CEQA for non-agricultural purposes, as well as one large parcel that is under a Williamson Act contract. It would conflict with zoning for a Williamson Act tract (Impact AGR-2, pages 4.2-19 and 4.2-20), resulting in a Significant and Unavoidable impact.

The Project Area does not contain any zoned forest resources, so there would be no conflicts with zoning for forestlands or timberlands (Impact AGR-3, page 4.2-20; Impact AGR-4, pages 4.2-21 through 4.2-22); therefore, impacts would be Less than Significant. Isolated woodlands can be found near Chesbro Reservoir and scattered along the eastern border of the Project Area. Impacts would be less than significant for other changes to the environment that could convert farmlands to other uses (Impact AGR-5, pages 4.2-22 through 4.2-24). Finally, there would be significant cumulative impacts as a result of loss of Prime or Unique Farmland (Impact AGR-6, page 4.2-24 and 4.2-25).

### Impacts of the Master Plan



**Would the Master Plan:**

- a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?**

The General Plan Update identified 1,386 acres of Prime Farmland, 196 acres of Farmland of Statewide Importance, and 234 acres of Unique Farmland within the Project Area. As mentioned above, the Certified EIR identified Significant and Unavoidable impacts to Farmland through conversion to non-agricultural uses (Impacts AG-1 and AG-2). Adoption of the Master Plan will guide park and recreation improvements, which would occur largely within previously developed land uses. Where new parkland is acquired and developed in the future, there is potential for conversion of Farmland to occur, and additional project-specific CEQA analysis could be required. However, as much of this land is already anticipated to be converted to non-agricultural uses, the proposed project itself will not re-designate any of this Farmland (Impacts AG-3, AG-4, and AG-5). Finally, the certified 2016 General Plan Update EIR found less than significant impacts with regard to cumulative impacts to agricultural lands. Implementation of the Master Plan would not result in substantially greater impacts to Agricultural Resources and Forestry Resources than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?**

As mentioned above, the General Plan Update designated one parcel under a Williamson Act contract for a land use conflicting with agriculture. The parcel was designated as Residential Detached Medium, and thus would not be directly affected by the Master Plan. The Master Plan would not change zoning designations and thus would not conflict with any other zoning for agricultural uses. Implementation of the 2017 Park Master Plan would not result in substantially greater impacts to existing zoning for agricultural use or Williamson Act parcels than analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- c) Conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production?**

The Project Area does not contain a zone district for forest land or timberland, therefore no impact would occur. Implementation of the Master Plan would not result in substantially greater impacts to existing zoning for forest or timberland parcels than analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- d) Result in the loss of forest land or conversion of forest land to non-forest use?**

Though no portion of the project area contains forest resources zoned as such, isolated woodlands that could meet the definition of forest land can be found near Chesbro Reservoir and along the eastern border of the Project Area. The Master Plan is unlikely to affect these areas, though it is possible some new trails resulting from the Plan could be constructed through the wooded areas. This or other development of park facilities near forested areas would be guided by General Plan Policy NRE-6.4 *Tree Preservation and Protection*, as well as Chapter 12.32 of the Morgan Hill Municipal Code to minimize impacts to forestry resources. Implementation of the Master Plan would not result in substantially

greater impacts related to loss of forest land than analyzed in the Certified 2016 General Plan Update. No new changes or new information would require preparation of a subsequent EIR.

- e) **Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?**

The Master Plan could result in indirect conversion of Farmland to non-agricultural use if the location of new park facilities creates circumstances that impair the productivity and profitability of agricultural operation. Issues could arise if, for example, a large and often loud sports complex is developed adjacent to grazing land. General Plan Policy CNF-7.4 *Agricultural Land Use Conflicts* directly addresses these concerns in coordination with Santa Clara County. Implementation of the Draft Park Master Plan would not result in substantially greater impacts related to loss of forest land than analyzed in the Certified 2016 General Plan Update. No new changes or new information would require preparation of a Subsequent EIR.

#### 4.4.3 Air Quality

| Summary of Impacts                                                                                                                                                                                                                                                                       |                                                             |                                                                   |                                                              |                                                                                                 |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                                                                                                          | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                                                                                                                                                                                                                                                      |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>III. AIR QUALITY</b> - <i>Would the project:</i>                                                                                                                                                                                                                                      |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Conflict with or obstruct implementation of the applicable air quality plan?                                                                                                                                                                                                          |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?                                                                                                                                                                       |                                                             |                                                                   |                                                              | X                                                                                               |           |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard, including releasing emissions that exceed quantitative threshold for ozone precursors? |                                                             |                                                                   |                                                              | X                                                                                               |           |
| d) Expose sensitive receptors to substantial pollutant concentrations, including, but not limited to, substantial levels of toxic air contaminants?                                                                                                                                      |                                                             |                                                                   |                                                              | X                                                                                               |           |
| e) Create or expose a substantial number of people to objectionable odors?                                                                                                                                                                                                               |                                                             |                                                                   |                                                              |                                                                                                 | X         |

## Summary of Impacts Identified in the Morgan Hill 2035 EIR

The certified 2016 General Plan Update EIR found Less than Significant Impacts regarding conflicting with or obstructing an applicable air quality plan (Impact AQ-1, pp. 4.3-23 through 4.3-34). Significant and Unavoidable Impacts with regard to air quality standards (Impact AQ-2, pp. 4.3-34 through 4.3-39). Implementation of the proposed General Plan would result in a cumulatively considerable net increase of criteria pollutants for which the project region is in nonattainment under an applicable federal or state ambient air quality standard, including releasing emissions that exceed quantitative thresholds for ozone precursors (Impact AQ-3, pp. 4.3-39 and 4.3-40). This was deemed a Significant and Unavoidable Impact. Implementation of the General Plan (Impact AQ-4, pp. 4.3-41 through 4.3-48) would expose sensitive receptors to substantial concentrations of air pollution. However, this potentially significant impact would be reduced to less than significant with implementation of Mitigation Measures AQ-4a and AQ-4b would result in less than significant impacts. Implementation of the General Plan would not create or expose a substantial number of people to objectionable odors (Impact AQ-5, pp. 4.3-48 through 4.3-51), resulting in a less than significant impact. Implementation of the proposed General Plan would cumulatively contribute to air quality impacts in the San Francisco Bay Area Air Basin (Impact AQ-6, pp. 4.3-51 and 4.3-52), resulting in a Significant and Unavoidable Impact.

### Impacts of Master Plan

#### Would the Master Plan:

##### a) Conflict with or obstruct implementation of the applicable air quality plan?

Priority projects would not conflict with implementing an applicable air quality plan. Implementation of any of the priority projects would still be required to adhere to the actions associated with the Clean Air Plan, as well as General Plan Policies NRE 10.3 *Automobile Emissions*, NRE 10.4 *Reduced Automobile Use*, NRE 11.1 *TACs and Proposed Sensitive Uses*, NRE 11.2 *TACs and Existing Sensitive Uses*, NRE 11.3 *Health Risk Assessments*, NRE 11.6 *Vegetation Buffers*, NRE 12.3 *Control Measures*, and NRE 12.4 *Grading*. Therefore, adoption of the Master Plan would not result substantially greater impacts than those analyzed in the Certified 2016 General Plan Update. No new changes or new information would require preparation of a subsequent EIR.

##### b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?

Master Plan policies (Table 3-3) adopted in association with this Addendum would not result in construction related impacts. Implementation of any of the priority recreation projects listed in Table 3-4 would be subject to the same mitigation measures AQ-2a-1 and AQ 2a-2 as any other projects implemented in association with the General Plan Update. Therefore, adoption of the Master Plan would not result substantially greater impacts than those analyzed in the Certified 2016 General Plan Update. No new changes or new information would require preparation of a Subsequent EIR.

##### c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard, including releasing emissions that exceed quantitative threshold for ozone precursors?

Adoption of the Master Plan could result in a cumulatively net increase in criteria pollutants during construction and operation of some of the priority projects identified in Table 3-4. These projects would be subject to the same mitigation measures (Mitigation Measures AQ-4a and AQ-4b) for any other projects implemented in association with the General Plan Update. Therefore, adoption of the Master Plan would not result substantially greater impacts than those analyzed in the Certified 2016 General Plan Update. No new changes or new information would require preparation of a Subsequent EIR.

**d) Expose sensitive receptors to substantial pollutant concentrations, including, but not limited to, substantial levels of toxic air contaminants?**

Adoption of the Master Plan policies and actions in Table 3-3 and priority projects in Table 3-4 would not create sources of toxic air contaminants (TACs), but could expose sensitive receptors to TACs if new facilities guided by the Plan are located near sources such as some industrial uses. Athletic fields, and especially those used for youth sports, are defined as sensitive receptors. As with any sensitive land uses, though, new sports complexes will be subject to General Plan Policy NRE-11.1 *TACs and Proposed Sensitive Uses*, requiring modeling of health risks associated with pollution sources such as freeways and industrial uses. Compliance would ensure that sensitive receptors are not exposed to substantial levels of TACs.

Regarding carbon monoxide (CO) hotspots, which are commonly associated with peak hour commuter traffic, the priority projects in Table 3-4 would not create traffic volumes at any intersection that could generate a significant CO impact. Furthermore, many of these priority projects, such as multi-modal intersection improvements and bike lane enhancement/creation, could result in less cars on the road, and thus reduce CO concentrations in the area. Implementation of the Master Plan would not result in substantially greater impacts related sensitive receptors and substantial pollutant concentrations than analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**e) Create or expose a substantial number of people to objectionable odors?**

The Master Plan would not create any uses that generate objectionable odors, but could expose a substantial number of people if it placed a new recreational facility near a nuisance odor. In particular, a large outdoor sports facility could expose a considerable number of people to objectionable odors if sited in an inappropriate location. Like any new development, however, improvements guided by the Plan will be subject to General Plan Policy NRE-14.2 *Odors and Proposed Sensitive Uses*, which requires new projects categorized as sensitive receptors to be located an adequate distance from facilities that are existing or potential sources of odor. Compliance with this policy ensures that implementation of the Master Plan would not result in substantially greater impacts related objectionable odors than those analyzed in the Certified 2016 General Plan Update. No new changes or new information would require preparation of a Subsequent EIR.

## 4.4.4 Biological Resources

| Summary of Impacts                                                                                                                                                                                                                                                                                               |                                                                                  |                                                                                       |                                                                                |                                                                                                                            |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                                                                                                                                  | Substantial<br>Change<br>in<br>Project<br>Requiring<br>Major<br>EIR<br>Revisions | Substantial<br>Change in<br>Circum-<br>stances<br>Requiring<br>Major EIR<br>Revisions | New<br>Information<br>Showing<br>New or<br>Increased<br>Significant<br>Effects | Less Than<br>Significant<br>Impacts/No<br>new<br>changes or<br>New<br>Information<br>Requiring<br>Preparation<br>of an EIR | No Impact |
| * Based on 2016 EIR                                                                                                                                                                                                                                                                                              |                                                                                  |                                                                                       |                                                                                |                                                                                                                            |           |
| <b>IV. BIOLOGICAL RESOURCES</b> - <i>Would the project:</i>                                                                                                                                                                                                                                                      |                                                                                  |                                                                                       |                                                                                |                                                                                                                            |           |
| a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? |                                                                                  |                                                                                       |                                                                                | X                                                                                                                          |           |
| b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?                                                               |                                                                                  |                                                                                       |                                                                                | X                                                                                                                          |           |
| c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?                                             |                                                                                  |                                                                                       |                                                                                | X                                                                                                                          |           |
| d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?                                                                               |                                                                                  |                                                                                       |                                                                                | X                                                                                                                          |           |
| e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?                                                                                                                                                                              |                                                                                  |                                                                                       |                                                                                | X                                                                                                                          |           |
| g) Conflict with the any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an adverse effect on vegetation and wildlife?                                                                                                                                         |                                                                                  |                                                                                       |                                                                                | X                                                                                                                          |           |

**Summary of Impacts Identified in the Morgan Hill 2035 EIR**

Implementation of the General Plan Update was found to have less than significant impacts on special status species (Impact BIO-1, pp. 4.4-19 through 4.4-21); riparian habitats or other sensitive habitats and wetlands (Impact BIO-2 and Impact BIO-3, pp. 4.4-22 through 4.4-27); and movement of native resident or migratory fish or wildlife species (Impact BIO-4, pp. 4.4-27 through 4.4-30). Implementation of the General Plan Update would not conflict with local tree or other natural resource ordinances (Impact BIO-5, pp. 4.4-30 through 4.4-32) and was deemed consistent with the Santa Clara Valley Habitat Conservation Plan (Impact BIO-6, pp. 4.4-32 and 4.4-33). Implementation of the General Plan Update

would not result in cumulative impacts to biological resources (Impact BIO-7, pp. 4.4-33 through 4.4-35). No applicable mitigation measures were identified in the 2016 General Plan Update EIR.

### **Impacts from the Master Plan:**

#### **Would the Master Plan:**

- a) **Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

The priority projects in Table 3-4 would occur mainly within disturbed or urbanized areas where special-status species are generally not expected to be found. Where future parks or trail facilities are conceived on undeveloped land, impacts to natural habitats and sensitive species could occur. Subsequent projects that would involve development in areas where special-status species may occur would be subject to separate project-level environmental review pursuant to CEQA in order to identify and mitigate impacts to special-status species. General Plan Policy NRE-5.2 *Other Agencies Environmental Review* requires coordination with other resource agencies as part of the environmental review process to minimize potential impacts on biological resources. Policies NRE-1.2 *Large Open Space Areas* and NRE-1.3 *Designated Open Space* will be incorporated to park development to ensure that habitat is retained on parkland. Policy NRE-6.2 *Habitat Conservation Plan* supports the implementation of the Santa Clara Valley Habitat Plan and directly protects rare and endangered plants and animals. The Master Plan itself includes policies to establish and retain native plant species and healthy ecological systems in subsequent projects to maximize habitat value to sensitive and other wildlife species. Implementation of the Master Plan would not result in substantially greater impacts to special-status species than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- b) **Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?**

Sensitive natural communities within the project area include serpentine bunchgrass grassland, valley oak woodland and scrub, blue oak woodland, and California sycamore alluvial woodland and other wetlands. The vast majority of these sensitive plant communities are found outside of the City's UGB[MG4], in the far northwestern part of the project area or along the easternmost edge. Future development resulting from implementation of the Master Plan would occur primarily in disturbed and urbanized areas where sensitive natural communities are generally not expected to be present. While most recreational development would occur in previously urbanized areas, new parks and trails in the foothills could occur on undeveloped land which could significantly impact, either directly, or through habitat modifications, sensitive natural communities. Any trails proposed to be sited along streams or within riparian corridors would be subject to General Plan Policies NRE-5.3 *Natural State of Streamside and Riparian Areas* and NRE-5.8 *Creeks Access*, which ensure that recreational uses are compatible with, and do not compromise, other riverine function such as flood control and protection of riparian habitat. Adoption of the Master Plan would not result in substantially greater impacts on sensitive natural



communities than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?**

Wetlands within the project area are limited to 13 acres and are not located within the urbanized areas of the City limit; they are primarily located along the boundary of the SOI. Improvements guided by the proposed project will generally occur where wetlands are not expected to be present. Nevertheless, all future development near wetlands will be subject to, and guided by, General Plan Policies NRE-1.10 *Wetland Delineation*, NRE-1.11 *Wetlands Enhancement*, and NRE-5.6 *Stream Channel Protection* to minimize any potential direct or indirect adverse effects. Implementation of the Master Plan would not result in substantially greater impacts to wetlands than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?**

Given the urbanized context of the project area within the city limit, opportunities for wildlife movement are limited. Although creeks and channels are present within the urbanized areas of the City, most of these creeks and channels have been straightened and channelized to prevent flooding. Therefore, the potential for future recreational development within the City to interfere substantially with the movement of any native resident or migratory fish very remote. Where development of new bike paths or trails identified in the priority projects include bridges/crossings of creeks with natural habitat, project-specific CEQA analysis would be prepared.

Areas of woodland in hills surrounding the City also provide layover for migratory birds. Policies for hillside preservation and Policy NRE-6.4 *Tree Preservation and Protection* serve to protect native trees that provide habitat for migratory birds. Implementation of the Master Plan would not result in substantially greater impacts to native resident or migratory species than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?**

The City of Morgan Hill includes a significant tree preservation policy under Chapter 12.32 of the Municipal Code. The Master Plan itself does not propose any removal of trees, though there is potential for future park development associated with its implementation to result in removal of trees, which could conflict with this policy. Where development of new parks or trails require disturbance of previously undeveloped areas, project-specific CEQA analysis would be prepared. Policy NRE-6.4 *Tree Preservation and Protection* of the General Plan, as described in the previous section, serves as further enforcement. Implementation of the Master Plan would not result in substantially greater conflicts with

local ordinances protecting biological resources than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?**

As mentioned above, General Plan Policy NRE-6.2 *Habitat Conservation Plan* recognizes and supports the implementation of the regional Santa Clara Valley Habitat Conservation Plan. Construction of new park facilities identified as priority projects could potentially impact areas covered under the Habitat Plan, but mitigation fees, as well as the many General Plan policies identified in the sections above, would reduce the impact to a less-than-significant level. Implementation of the Master Plan would not result in substantially greater impacts than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**4.4.5 Cultural Resources**

|                                                                                                                                 | Summary of Impacts                                          |                                                                   |                                                              |                                                                                                 |           |
|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                 | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
|                                                                                                                                 |                                                             |                                                                   |                                                              |                                                                                                 |           |
| * Based on 2016 EIR                                                                                                             |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>V. CULTURAL RESOURCES</b> - <i>Would the project:</i>                                                                        |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?      |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Cause a substantial adverse change in the significance of an archaeological resource as defined in CEQA Guidelines §15064.5? |                                                             |                                                                   |                                                              | X                                                                                               |           |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?                         |                                                             |                                                                   |                                                              | X                                                                                               |           |
| d) Eliminate important examples of the major periods of California history or prehistory?                                       |                                                             |                                                                   |                                                              | X                                                                                               |           |
| e) Disturb any human remains, including those interred outside of formal cemeteries?                                            |                                                             |                                                                   |                                                              | X                                                                                               |           |

### Summary of Impacts Identified in the 2035 General Plan EIR

In the 2035 General Plan EIR, it was determined that there would be less than significant impacts on historic resources (Impact CULT-1), including archaeological resources (Impact CULT-2). Impacts on paleontological resources (Impact CULT-3) and human remains (Impact CULT-4) would also be less than significant under implementation of the General Plan Update. Finally, implementation of the General Plan Update would not have a considerable contribution to cumulative impacts on cultural resources (CULT-5). No applicable mitigation measures were identified in the Morgan Hill 2035 EIR.

### Impacts of the Master Plan

#### Would the Master Plan:

- a) **Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?**
- b) **Cause a substantial adverse change in the significance of an archaeological resource as defined in CEQA Guidelines §15064.5?**
- c) **Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?**

As stated above, most of the priority projects in Table 3-4 would occur in areas that are developed or already disturbed. These projects would be required to follow General Plan policies HC-8.1 and HC-8.5. Implementation of the Master Plan would not result in substantially greater impacts to paleontological resources or unique geologic features compared to those analyzed in the Morgan Hill 2035 EIR. No new changes or new information would require preparation of a Subsequent EIR.

- d) **Eliminate important examples of the major periods of California history or prehistory?**

The majority of the priority projects identified in Table 3-4 would occur in areas that are developed or already disturbed. These projects would be required to follow General Plan policies HC-8.1 through HC-8.4 pertaining to cultural resources protection, demolition, Tribal consultation, mitigation during construction, and updating cultural resource inventories. Implementation of the Master Plan would not result in substantially greater impacts to historic or archaeological resources than analyzed in the Morgan Hill 2035 EIR. No new changes or new information would require preparation of a Subsequent EIR.

- e) **Disturb any human remains, including those interred outside of formal cemeteries?**

As stated above, most of the priority projects in Table 3-4 would occur in areas that are developed or already disturbed. These projects would be required to follow General Plan policy HC-8.5. Implementation of the Master Plan would not result in substantially greater impacts to human remains compared to those analyzed in the Morgan Hill 2035 EIR. No new changes or new information would require preparation of a Subsequent EIR.

## 4.4.6 Geology and Soils

| Summary of Impacts                                                                                                                                                                                                                                                                                                                                     |                                                             |                                                                   |                                                              |                                                                                                 |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                                                                                                                                                                        | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                                                                                                                                                                                                                                                                                                                    |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>VI. GEOLOGY AND SOILS – <i>Would the project:</i></b>                                                                                                                                                                                                                                                                                               |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:<br>The project would not create new geologic hazards that could damage project or nearby facilities. Therefore, this section focuses on the effect of local geologic conditions and activity on the proposed project. |                                                             |                                                                   |                                                              |                                                                                                 |           |
| i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault (Division of Mines and Geology Special Publication 42)?                                                                         |                                                             |                                                                   |                                                              | X                                                                                               |           |
| ii) Strong seismic ground shaking?                                                                                                                                                                                                                                                                                                                     |                                                             |                                                                   |                                                              | X                                                                                               |           |
| iii) Seismic-related ground failure, including liquefaction?                                                                                                                                                                                                                                                                                           |                                                             |                                                                   |                                                              | X                                                                                               |           |
| iv) Landslides?                                                                                                                                                                                                                                                                                                                                        |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Result in substantial soil erosion or the loss of topsoil?                                                                                                                                                                                                                                                                                          |                                                             |                                                                   |                                                              | X                                                                                               |           |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?                                                                                                                    |                                                             |                                                                   |                                                              | X                                                                                               |           |
| d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial risks to life or property?                                                                                                                                                                                                              |                                                             |                                                                   |                                                              | X                                                                                               |           |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?                                                                                                                                                                     |                                                             |                                                                   |                                                              | X                                                                                               |           |

### Summary of Impacts Identified in the Morgan Hill 2035 EIR

Less than significant impacts were found for risk of loss, injury, or death involving rupture of a known earthquake fault (Impact GEO-1a, pp. 4.6-15 and 4.6-16), for risk of loss, injury, or death involving strong seismic ground shaking (Impact GEO-1b, pp.4.6-16 and 4.6-18), for risk of loss, injury, or death involving seismic-related ground failure, including liquefaction (Impact GEO-1c, pp. 4.6-18 through 4.6-20), and

for the risk of loss, injury, or death involving seismic-related landslides (Impact GEO-1d, pp. 4.6-20 and 4.6-21). Less than significant impacts were found for substantial soil erosion or loss of topsoil (Impact GEO-2, pp. 4.6-21 and 4.6-22), and for locations where projects could result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse (Impact GEO-3, pp. 4.6-23 and 4.6-24). Impacts were less than significant with regard to locating a project on an expansive soil creating substantial risks to life or property (Impact GEO-4, pp. 4.6-24 and 4.6-25), and were less than significant regarding projects that could be located on soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems (Impact GEO-5, pp. 4.6-25 through 4.6-27). Finally, impacts were found to be less than significant regarding cumulative impacts to geology and soils (Impact GEO-6, pp. 4.6-27 and 4.6-28).

### **Impacts of the Master Plan**

#### **Would the Master Plan:**

- a) **Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:**
  - i) **Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault (Division of Mines and Geology Special Publication 42)?**
  - ii) **Strong seismic ground shaking?**

Many of the priority projects and actions identified in Table 3-4 would involve minor upgrades to existing facilities or designation of bikeways and pedestrian paths. However, some projects would involve substantial reconstruction or new construction. Implementation of any priority projects in the Master Plan would need to adhere to General Plan policies SSI-2.1 *Land Use and Geologic Hazards* (page 4.6-15) and SSI-2.2 *Site Preparation for Geologic Stability* found on page 4.6-19). Adoption of the Master Plan would not result in substantially greater seismic impacts than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- iii) **Seismic-related ground failure, including liquefaction?**

Implementation of any priority projects in the Master Plan would need to adhere to General Plan policy SSI-2.2 *Site Preparation for Geologic Stability* (page 4.6-19). Adoption of the Master Plan would not result in substantially greater impacts regarding seismic-related ground failure, including liquefaction, than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- iv) **Landslides**

Implementation of any priority projects in the Master Plan would need to adhere to General Plan policy SSI-2.7 *Landslides* (page 4.6-20). Adoption of the Master Plan would not result in substantially greater impacts regarding risk of landslides than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- b) **Result in substantial soil erosion or the loss of topsoil?**

Implementation of any priority projects in the Master Plan would need to adhere to General Plan policies SSI-2.7 *Landslides* and SSI-2.8 *Runoff and Slope Stability* (pp.4.6-20 and 4.6-21 respectively). Adoption of the Master Plan would not result in substantially greater impacts regarding substantial soil erosion or loss of topsoil than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?**

Implementation of any priority projects in the Master Plan would need to adhere to General Plan policies SSI-2.1 *Land Use and Geologic Hazards*, SSI-2.2 *Site Preparation for Geologic Stability*, SSI-2.7 *Landslides*, and SSI-2.11 *Geotechnical Investigations* (pp. 4.6-15, 4.6-19, 4.6-20 and 4.6-21). Adoption of the Master Plan would not result in substantially greater impacts regarding off-site landslides, lateral spreading, subsidence, liquefaction, or collapse than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial risks to life or property?**

Implementation of any priority projects in the Master Plan would need to adhere to General Plan policies SSI-2.2 *Preparation for Geologic Stability* and SSI-2.11 *Geotechnical Investigations* (page 4.6-24). Adoption of the Master Plan would not result in substantially greater impacts regarding locations of projects on expansive soils than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste treatment systems where sewers are not available for the treatment of wastewater?**

Implementation of any priority projects in the Master Plan would generally occur in areas supported by the City's sewer system. Any projects occurring outside of those areas would need to adhere to General Plan policies NRE-8.2 *Limit Septic Systems* and NRE- 8.3 *Water Quality Monitoring* (page 4.6-26). Adoption of the Master Plan would not result in substantially greater impacts regarding use of septic systems where sewers are not available than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.



## 4.4.7 Greenhouse Gas Emissions

| Summary of Impacts                                                                                                               |                                                             |                                                                   |                                                              |                                                                                                 |           |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                  | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                                                                                              |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>VII. GREENHOUSE GAS EMISSIONS</b> - <i>Would the project:</i>                                                                 |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?      |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? |                                                             |                                                                   |                                                              | X                                                                                               |           |

**Summary of Impacts Identified in the Morgan Hill 2035 EIR**

Implementation of the General Plan would result in emissions that do not meet State greenhouse gas (GHG) reduction goals per Executive Order S-03-05, resulting in Significant and Unavoidable impacts (Impact GHG-1, page 4.7-24). However, implementation of the General Plan would not conflict with an applicable plan, policy, or regulation of an agency adopted for the purpose of reducing the emissions of GHGs (Impact GHG-2, page 4.7-31). Therefore, impacts on these plans and policies would be less than significant. Implementation of the General Plan would result in a significant contribution to cumulative GHG impacts, resulting in Significant and Unavoidable impacts (Impact GHG-3, page 4.7-39).

**Impacts of the Master Plan****Would the Master Plan:**

- a) **Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?**

Table 4.7-7 of the Certified 2016 General Plan Update EIR shows major sources of GHG emissions associated with implementation of the General Plan Update. Recreation facilities and trails included in Tables 3-3 and Table 3-4 are included in the mix of land uses and intensities evaluated in the Certified 2016 General Plan EIR. The City would implement multiple policies from the General Plan to reduce GHG emissions found on pp. 4.7-33 through 4.7-37. Some of these policies and actions include: NRE-7.3 Water Efficiency and Landscaping, Policy NRE-15.6 Residential Near Transit, Action NRE-16.C Local Energy Ordinances, Policy TR-8.11 Multi-Jurisdictional Bikeway Alignments, Policy TR-9.2 Walking as an Alternate Mode, Policy TR-10.4 Air Quality and Transportation Demand Management, Policy SSI-14.13 Use of Recycled Water, and Action SSI-17.A Zero Waste Goal. Therefore, adoption of the Master Plan

would not result in substantially greater impacts to GHG emissions than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?**

Tables 3-3 and 3-4 depict the mix of policies, actions and priority projects that would be implemented following adoption of the Master Plan. Those policies, actions and priority projects would be required to comply with the 2017 Bay Area Air Quality Management District's (BAAQMD) Clean Air Plan and its associated control measures. Many of those items involve minor upgrades or improvements to existing parks. Moreover, some of the projects pertaining to pedestrian and bike pathways would help to reduce GHG emissions. Therefore, adoption of the Master Plan would not result in substantially greater impacts resulting in conflicts with an applicable GHG reduction plan than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**4.4.8 Hazards and Hazardous Material**

|                                                                                                                                                                                                                         | Summary of Impacts                                          |                                                                   |                                                              |                                                                                                 |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                                         | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                                                                                                                                                                                     |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>VII. HAZARDS AND HAZARDOUS MATERILS - <i>Would the project:</i></b>                                                                                                                                                  |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?                                                                                 |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?                         |                                                             |                                                                   |                                                              | X                                                                                               |           |
| c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?                                                         |                                                             |                                                                   |                                                              | X                                                                                               |           |
| d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment? |                                                             |                                                                   |                                                              | X                                                                                               |           |

| Summary of Impacts                                                       |                                                                                                                                                                                                                                                                |                                                                   |                                                              |                                                                                                 |           |
|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                          | Substantial Change in Project Requiring Major EIR Revisions                                                                                                                                                                                                    | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                                      |                                                                                                                                                                                                                                                                |                                                                   |                                                              |                                                                                                 |           |
| <b>VIII. HAZARDS AND HAZARDOUS MATERIALS – <i>Would the project:</i></b> |                                                                                                                                                                                                                                                                |                                                                   |                                                              |                                                                                                 |           |
| e)                                                                       | For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? |                                                                   |                                                              | X                                                                                               |           |
| f)                                                                       | For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?                                                                                                       |                                                                   |                                                              | X                                                                                               |           |
| g)                                                                       | Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?                                                                                                                                         |                                                                   |                                                              | X                                                                                               |           |
| h)                                                                       | Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?                                             |                                                                   |                                                              | X                                                                                               |           |

### Summary of Impacts Identified in the Morgan Hill 2035 EIR

The Certified 2016 General Plan EIR found that there would be less than significant impacts on hazards and hazardous materials with implementation of the General Plan Update. There would not be a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials (Impact HAZ-1, page 4.8-21), and for release of hazardous materials (Impact HAZ-2, page 4.8-23). The City would reduce any potential impacts to less than significant levels by implementing policies found on page 4.-8-22. Less than significant impacts were also found with regard to emitting or handling hazardous emissions or acutely hazardous materials, substances, or waste within ¼-mile of an existing or proposed school (Impact HAZ-3, page 4.8-25). Portions of the General Plan Project Area are on lists of hazardous materials and hazardous waste sites compiled pursuant to Government Code Section 65962.5 and, as a result, could create a significant hazard to the public or the environment. However, these potentially significant impacts would be reduced to less than significant levels by adhering to General Plan policies and local, state, and federal regulations found on pages 4.8-22 and 4.8-23 of the Certified 2016 General Plan Update EIR (Impact HAZ-4, pp. 4.8-26 and 4.8-27).

Implementation of the General Plan would not result in a safety hazard for people residing or working in the project area within an airport land use plan or within 2 miles of a public airport or public (Impact

HAZ-5, 4.8-27 and 4.8-28) nor for people residing or working within the vicinity of a private airstrip (Impact HAZ-6, pp. 4.8-28 and 4.8-29). The City would implement General Plan policies SSI-7.1 *Airport Land Use Compatibility Plan*, and Policy SSI-7.2 *Airspace Protection* (page 4.8-28) to reduce any potential impacts to less than significant levels. Implementation of the proposed Project would not impair implementation of, or physically interfere with, an adopted emergency response plan or an emergency evacuation plan (Impact HAZ-7, pp. 4.8-29 and 4.8-30). The City would implement General Plan policies found on page 4.8-29 to reduce any potential impacts to less than significant levels.

Implementation of the General Plan would also not expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands (HAZ-8, Impact pp. 4.8-30 through 4.8-32). The City would implement General Plan policies found on page 4.8-31 to reduce any potential impacts to less than significant levels. Finally, implementation of the General Plan would not result in a significant contribution to cumulative impacts of hazards and hazardous materials in the area (Impact HAZ-9, page 4.8-32).

### Impacts of the Master Plan

#### Would the Master Plan:

- a) **Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?**
- b) **Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?**
- c) **Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?**

Actions and priority projects found in Tables 3-3 and 3-4 could involve use of and possible release of hazardous materials. It is likely that some of the actions and priority projects would occur with ¼ mile of a school. However, these actions and priority projects would be subject to the General Plan policies on pages 4.8-22 and 4.8-23, and City requirements regarding handling and use of hazardous materials. Therefore, adoption of the Master Plan would not result in substantially greater impacts regarding transport, use, disposal and possible of hazardous materials than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- d) **Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code §65962.5 and, as a result, would it create a significant hazard to the public or the environment?**

Actions and priority projects found in Tables 3-3 and 3-4 could occur in locations on a list of hazardous waste sites. However, these actions and priorities would be required to comply with local, state and federal regulations regarding hazardous materials found on pages 4.8-22 and 4.8-23, as well as General Plan policies found on page 4.8-22. Therefore, adoption of the Master Plan would not increase the risk of locating Master Plan actions and priority projects on or near hazardous waste sites. Impacts would

not be greater than those that were analyzed in the EIR. No new changes or new information would require preparation of a Subsequent EIR.

- e) **For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?**
- f) **For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people working and living in the project area?**

Actions and priority projects shown in Tables 3-3 and 3-4 would occur in multiple locations throughout the City, and some could be located in the vicinity of public airports or private airstrips. However, these actions and priority projects would be subject to General Plan policies SSI-7.1 *Airport Land Use Compatibility Plan*, and Policy SSI-7.2 *Airspace Protection* (page 4.8-28). Therefore, adoption of the Master Plan would not result in substantially greater impacts than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- g) **Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?**

Some actions and priority projects could expand existing facilities in areas with limited evacuation routes. However, these actions and priority projects would be required to comply with General Plan policies listed on page 4.8-29. Adoption of the Master Plan would not result in substantially greater impacts regarding locating actions and priority projects that could physically interfere with an adopted emergency response plan or emergency evacuation plan. These impacts would be less than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- h) **Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?**

Some of the actions and priority projects in Tables 3-3 and 3-4 could occur in areas with CALFIRE wildfire ratings of “moderate” to “high”, (e.g., locate new open space on the east of El Toro Mountain) but would be required to comply with General Plan policies listed on page 4.8-31 pertaining to development in fire hazard areas, wildfire risks, and public facilities. Adoption of the Master Plan would not result in substantially greater impacts regarding locating actions and priority projects in wildland areas than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

## 4.4.9 Hydrology and Water Quality

| Summary of Impacts                                                                                                                                                                                                                                                                                                                                                                            |                                                             |                                                                   |                                                              |                                                                                                 |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                                                                                                                                                                                                               | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                                                                                                                                                                                                                                                                                                                                                           |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>IX. HYDROLOGY AND WATER QUALITY</b> - <i>Would the project:</i>                                                                                                                                                                                                                                                                                                                            |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Violate any water quality standards or waste discharge requirements?                                                                                                                                                                                                                                                                                                                       |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? |                                                             |                                                                   |                                                              | X                                                                                               |           |
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?                                                                                                                                                             |                                                             |                                                                   |                                                              | X                                                                                               |           |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?                                                                                                                     |                                                             |                                                                   |                                                              | X                                                                                               |           |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?                                                                                                                                                                                                         |                                                             |                                                                   |                                                              | X                                                                                               |           |
| f) Otherwise substantially degrade water quality?                                                                                                                                                                                                                                                                                                                                             |                                                             |                                                                   |                                                              | X                                                                                               |           |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?                                                                                                                                                                                                                          |                                                             |                                                                   |                                                              |                                                                                                 | X         |
| h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?                                                                                                                                                                                                                                                                                            |                                                             |                                                                   |                                                              | X                                                                                               |           |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?                                                                                                                                                                                                                            |                                                             |                                                                   |                                                              | X                                                                                               |           |
| j) Inundation by seiche, tsunami, or mudflow?                                                                                                                                                                                                                                                                                                                                                 |                                                             |                                                                   |                                                              |                                                                                                 | X         |



## Summary of Impacts Identified in the Morgan Hill 2035 EIR

Impacts on hydrology and water quality would be less than significant with implementation of the General Plan Update. Implementation of the General Plan would not violate any water quality standards or waste discharge requirements (Impact HYDRO-1, pp. 4.9-30 and 4.9-31), or otherwise substantially degrade water quality (Impact HYDRO-6, pp. 4.9-44 and 4.9-45). Implementation of the General Plan Update would not result in a substantial depletion of groundwater supplies, or interfere substantially with groundwater recharge resulting in a net deficit in aquifer volume or a lowering of the local groundwater table level (Impact HYDRO-2, pp. 4.9-33 through 4.9-36).

Implementation of the General Plan Update would not substantially alter the existing drainage pattern of the area, including alteration of the course of a stream or river, which would result in substantial erosion or siltation on- or off-site (Impacts HYDRO-3 and HYDRO-4, pp. 4.9-36 through 4.9-41). Individual projects would need to adhere to General Plan policies, and local, state, and federal regulations on page 4.9-37 pertaining to flood control, stream channel protection, and stormwater management. as well as pages 4.9-39 and -40 pertaining to flood control and flood protection.

Implementation of the General Plan would not create or contribute to runoff that exceeds the capacity of existing or planned stormwater drainage systems or introduce substantial additional sources of polluted runoff (Impact HYDRO-5). Implementation projects would need to adhere to a City requirement that projects must be designed to meet stormwater runoff conveyance requirements for 10- and 100-year events and General Plan policies and actions pertaining to flood control and urban creeks and channels (pages 4.9-41 through 4.9-44).

Implementation of the General Plan could place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary and could place structures within a 100-year flood hazard area that would impede or redirect flood flows (Impact HYDRO-7, page 4.9-45 through 4.9-48). Implementation of the General Plan Update could also expose people or structures to a significant risk of loss, injury, or death involving flooding (Impact HYDRO-8, pp. 4.9-48 through 4.9-50). However, adherence to General Plan policies and local, state, and federal regulations (pages 4.9-46 through 4.9-48 and 4.9-50) pertaining to development in floodplains, raised structures, and flood management design, would reduce any potential impacts to less than significant levels.

Implementation of the General Plan would not expose people or structures to a significant risk of inundation by seiche, tsunami, or mudflow. In addition, adherence with General Plan policies and local, state, and federal regulations pertaining to hazard reporting, landslides, runoff and slope stability, and development near reservoirs (pp. 4.9-51 and 4.9-52) would ensure any impacts would be reduced to less than significant levels. Finally, implementation of the General Plan Update would not result in a considerable contribution to cumulative impacts on hydrology and water quality in the City.

## Impacts of the Master Plan

### Would the Master Plan:

- a&f) Violate any water quality standards or waste discharge requirements or substantially degrade water quality? Otherwise substantially degrade water quality?
- e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Some Master Plan actions and priority projects could create impermeable surfaces and result in increased stormwater runoff. Implementation would also be required to adhere to the same local stormwater regulations, state and federal regulations related to water quality as other projects implemented in association with the General Plan (i.e., the Clean Water Act) (page 4.9-33). Adherence to these General Plan policies and local, state, and federal regulations would reduce any water quality impacts to less than significant levels. These actions and projects would be subject to the same General Plan policies and local, state, and federal regulations referenced on pages 4.9-32 and 4.9-33. Adoption of the Master Plan would not increase the risk of violating water quality standards or substantially degrade water quality. These impacts would be less than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?**

The majority of actions and priority projects associated with the Master Plan would involve upgrades to existing facilities (e.g., new lighting, shade structures, drought tolerant landscaping) and development or designation of pedestrian and bikeway routes. These individual projects would need to adhere to General Plan policies and local, state, and federal regulations pertaining to aquifer protection, well monitoring, and groundwater pumping found on pages 4.9-34 and 4.9-35, which would reduce any potential impacts to less than significant levels. Priority projects that might have an impact on groundwater supplies, such as development of a new community park (P-C1) would require separate CEQA documentation. In addition, adoption of the Master Plan would not result in substantially greater impacts regarding potential depletion of groundwater supplies than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?**
- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?**

The majority of actions and priority projects associated with the Master Plan would involve upgrades to existing facilities (e.g., new lighting, shade structures, drought tolerant landscaping) and development or designation of pedestrian and bikeway routes. Priority projects that might have an impact on altering existing drainage pattern or a site or area such as constructing the West Little Llagas Creek Trail from Main Avenue to Spring Avenue would be required to adhere to the same regulations as other General Plan projects listed on page 4.9-37. Therefore, adoption of the Master Plan would not result in substantially greater impacts regarding alteration of drainage patterns than those analyzed in the

Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?**

None of the actions or priority plans from the Master Plan would involve placing housing in a 100-year flood hazard area. Adoption of the Master Plan would not result in substantially greater impacts regarding locating housing within a 100-year flood hazard area than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?**

The majority of the actions and priority projects from the Master Plan would not involve constructing new structures that would impede or redirect flood flows. The majority of structures would be items such as new play equipment, shade structures, or lighting. Adoption of the Master Plan would not result in substantially greater impacts regarding placing structures within a 100-year flood hazard area that could impede or redirect flood flows. Impacts would be less than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?**

**j) Inundation by seiche, tsunami, or mudflow?**

Actions and priority projects from the Master Plan could expose people or structures to flooding as a result of levee or dam failure. However, these projects would be required to adhere to the same requirements as any other General Plan projects found on page 4.9-50. Actions and priority projects would not expose people to inundation by seiche, tsunami, or mudflow. In addition, these projects would be required to adhere to the same requirements as other General Plan projects found on pages 4.9-51 and 4.9-52. Therefore, adoption of the Master Plan would not result in substantially greater impacts regarding exposing people or structures to flooding as a result of dam failure, or from inundation by seiche, tsunami, or mudflow. Impacts would be less than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

## 4.4.10 Land Use and Planning

| Summary of Impacts                                                                                                                                                                                                                                                                                          |                                                             |                                                                   |                                                              |                                                                                                 |           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                                                                                                                             | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                                                                                                                                                                                                                                                                         |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>X. LAND USE AND PLANNING - <i>Would the project:</i></b>                                                                                                                                                                                                                                                 |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Disrupt or divide the physical arrangement of a community?                                                                                                                                                                                                                                               |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Be incompatible with existing land use in the vicinity?                                                                                                                                                                                                                                                  |                                                             |                                                                   |                                                              | X                                                                                               |           |
| c) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? |                                                             |                                                                   |                                                              | X                                                                                               |           |

**Summary of Impacts Identified in the Morgan Hill 2035 EIR**

Implementation of the General Plan Update would not physically divide an established community (Impact LU-1, pp. 4.10-12 through 4.10-14), therefore impacts would be less than significant. Implementation of the General Plan Update would also not conflict with any applicable plan, policy or regulation of an agency with jurisdiction over the project to avoid or mitigate environmental effects (Impact LU-2, pp. 4.10-14 through 4.10-20). Also, as discussed under Biological Resources above, implementation of the General Plan Update would also not conflict with the Santa Clara Valley Habitat Conservation Plan (Impact LU-3, pp. 4.10-20 through 4.10-22). Finally, there would be no significant cumulative impacts related to land use and planning (Impact LU-4, page 4.10-21). Land use impacts were determined to be less than significant in the 2016 General Plan Update EIR.

**Impacts of the Master Plan****Would the Master Plan:**

- a) **Disrupt or divide the physical arrangement of a community?**
- b) **Be incompatible with existing land use in the vicinity?**

Most actions and priority projects associated with the Master Plan would not disrupt or divide the physical arrangement of the City, or be incompatible with existing land uses. Most of the actions and priority projects would involve minor site improvements and identifying bikeways and pedestrian pathways in existing developed areas. However, projects such as developing a new community park (P-

C1) or developing a new baseball field sports complex (R-C1) would have the potential to disrupt or divide the physical arrangement of the City, and could be incompatible with existing land uses. Therefore, these projects would be required to prepare separate CEQA documentation. Nevertheless, these projects would be required to adhere to the same policies as other projects in the General Plan Update pertaining to residential neighborhood design, building mass and scale, and flexible mixed-use development found on pages 4.10-13 and 4.10-14. Therefore, adoption of the Master Plan would not result in substantially greater impacts regarding disruption of, or physically dividing a, community or be incompatible with existing land uses. Impacts would be less than those analyzed in the Certified 2016 General Plan Update EIR. Therefore, no new changes or new information would require preparation of a Subsequent EIR.

**c) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?**

The majority of actions and priority projects associated with the Master Plan would occur in developed areas and involve minor changes to site conditions, such as planting drought tolerant landscaping or installing new signage. These actions would not conflict with local and regional plans, such as the Santa Clara Valley Habitat Conservation Plan. However, actions such as establishing a new community park east of Highway 101 (P-C1) could conflict with the SCV HCP. This project and any others that involve ground disturbing actions in areas devoid of built structures might be required to prepare separate CEQA documentation. In addition, these projects would be required to adhere to the same City policies ensuring compliance with other local and regional plans goals and policies on pages 4.10-15 through 4.10-18 pertaining to multi-modal transportation and reduced automobile use, orderly and limited expansion of City boundaries, airport and land use compatibility and protection of streams and riparian areas. They also would be required to adhere to Natural Resource and Environment Element policies on page 4.10-20. Therefore, adoption of the Master Plan would not result in greater conflicts with local and regional plans. Impacts would be expected to be less than those analyzed in the Certified 2016 General Plan Update EIR. Therefore, no new changes or new information would require preparation of a Subsequent EIR.

## 4.4.11 Noise

|                                                                                                                                                                           | Summary of Impacts                                          |                                                                   |                                                              |                                                                                                 |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                           | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
|                                                                                                                                                                           | ns                                                          |                                                                   | * Based on 2016 EIR                                          |                                                                                                 |           |
| XII. NOISE - Would the project:                                                                                                                                           |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Expose persons to or generate excessive ground-borne vibration or ground-borne noise levels?                                                                           |                                                             |                                                                   |                                                              | X                                                                                               |           |
| c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?                                  |                                                             |                                                                   |                                                              | X                                                                                               |           |
| d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?                      |                                                             |                                                                   |                                                              | X                                                                                               |           |

**Summary of Impacts Identified in the Morgan Hill 2035 EIR**

Implementation of the General Plan Update would not result in the exposure of persons to or generation of noise levels in excess of standards established in the local General Plan or noise ordinance (Impact NOISE-1, pp. 4.11-21 through 4.11-25). Impacts would be less than significant. Implementation of the General Plan Update would also not expose persons to, or generate, excessive ground-borne vibration or ground-borne noise levels (Impact NOISE-2, pp. 4.11-25 through 4.11-29). These impacts would also be less than significant. Implementation of the General Plan Update would however, result in a substantial permanent increase in ambient noise levels in the City above existing levels (Impact NOISE-3, pp. 4.11-29 through 4.11-38) and result in a substantial temporary or periodic increase in ambient noise levels in the City above existing levels (Impact NOISE-4, pp. 4.11-38 through 4.11-40), resulting in Significant and Unavoidable impacts. As a result, implementation of the General Plan Update would have a considerable contribution to cumulative noise impacts in the area, and impacts would be Significant and Unavoidable (Impact NOISE-5, pp. 4.11-40 and 4.11-41).

**Impacts of the Master Plan****Would the Master Plan:**



**a) Expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?**

The majority of actions and priority projects associated with the Master Plan would involve minor improvements to existing parks or designating bike and pedestrian paths. These projects would generate temporary construction or operation-related noise. Larger projects such as a new community Park east of Highway 101 (P-C1), and a new Baseball/Softball Fields Complex (R-C1) could generate new permanent sources of noise and would require separate CEQA documentation. However, similar to other projects associated with the General Plan Update, these projects would be subject to General Plan Noise Policy SSI-8.1 (page 4.11-22), as well as noise policies pertaining to traffic and stationary sources of noise (page 4.11-23). Therefore, adoption of the Master Plan would not result in substantially greater impacts than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**b) Expose persons to or generate excessive ground-borne vibration or ground-borne noise levels?**

The majority of actions and priority projects associated with the Master Plan would involve minor improvements to existing parks or designating bike and pedestrian paths. These projects would generate temporary vibration impacts during construction. Larger projects such as a new community Park east of Highway 101 (P-C1), and a new Baseball/Softball Fields Complex (R-C1) could generate new permanent sources of noise and would require separate CEQA documentation. However, similar to other projects associated with implementation of the General Plan, Master Plan projects would be required to adhere to Section 18.48.135 of the Municipal Code which contains general restrictions regarding the generation of vibration. Therefore, adoption of the Master Plan would not result in substantially greater impacts than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?**

As a result of implementation of the General Plan and ongoing regional growth, it is anticipated that there would be substantial permanent increases to the ambient noise levels throughout Morgan Hill, and that these increases would primarily result from increases in transportation-related noise, especially that of automobile traffic. The majority of the actions and priority projects associated with the Master Plan would not be expected to generate additional traffic-related noise. However, larger projects such as a new community Park east of Highway 101 (P-C1), and a new Baseball/Softball Fields Complex (R-C1) could generate new traffic-related noise and therefore would require separate CEQA documentation. Adoption of the Master Plan would not result in greater noise impacts than those analyzed in the 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**d) Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?**

The majority of the actions and priority projects associated with the Master Plan would be expected to generate minimal new construction-related noise. These projects would use the same type of construction equipment used for other General Plan projects. The Master Plan projects would be

required to adhere to the same Individual project review which would further serve to reduce noise impacts arising from construction. Finally, General Plan Policies SSI-8.2, -8.6, and -9.5 (page 4.11-39) would promote the use of best available technology for construction equipment. Therefore, adoption of the Master Plan would not result in greater temporary noise impacts than those considered in the 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

#### 4.4.12 Population and Housing

|                                                                                                                                                                                                           | Summary of Impacts                                          |                                                                   |                                                              |                                                                                                 |                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------|
|                                                                                                                                                                                                           | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact                  |
|                                                                                                                                                                                                           |                                                             |                                                                   |                                                              |                                                                                                 | <i>* Based on 2016 EIR</i> |
| <b>XIII. POPULATION AND HOUSING - <i>Would the project:</i></b>                                                                                                                                           |                                                             |                                                                   |                                                              |                                                                                                 |                            |
| a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? |                                                             |                                                                   |                                                              | X                                                                                               |                            |
| b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?                                                                                     |                                                             |                                                                   |                                                              | X                                                                                               |                            |
| c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?                                                                                               |                                                             |                                                                   |                                                              |                                                                                                 | X                          |

#### Summary of Impacts from Certified 2016 General Plan Update EIR

Implementation of the General Plan would not induce substantial unexpected population growth, or growth for which inadequate planning has occurred, either directly or indirectly (Impact POP-1, pp. 4.12-8 through 4.12-12). This is a less than significant impact. Implementation of the General Plan would not displace substantial numbers of existing housing units, necessitating the construction of replacement housing elsewhere (Impact POP-2, pp. 4.12-12 and 4.12-13), or displace substantial numbers of people, necessitating the construction of replacement housing elsewhere (Impact POP-3, pp. 4.12-13 and 4.12-14). Both of these impacts would be less than significant. Implementation of the General Plan would not contribute to cumulative population and housing impacts in the area (Impact POP-4, pp. 4.12-14 and 4.12-15).

#### Impacts of the Master Plan

**Would the Master Plan:**

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?
- b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

The Master Plan anticipated the population and housing growth associated with General Plan implementation. Most of the priority projects and actions found in Tables 3-3 and 3-4 are not of a size to require public infrastructure that would induce housing or population growth. Adoption of the Master Plan would not induce population or housing growth beyond what was analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Most of the priority projects and actions found in Tables 3-3 and 3-4 involve minor improvements to existing parks or designation of bike and pedestrian pathways. These actions would not displace substantial numbers of people since they would not involve removal of housing. Adoption of the Master Plan would not displace any people, and therefore, no impacts would occur. No new changes or new information would require preparation of a Subsequent EIR.

#### 4.4.13 Public Services

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                              | Summary of Impacts                                          |                                                                   |                                                              |                                                                                                 |           |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                              | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                              |                                                             |                                                                   | * Based on 2016 EIR                                          |                                                                                                 |           |
| XIV. PUBLIC SERVICES - <i>Would the project:</i> |                                                                                                                                                                                                                                                                                                                                                                                                              |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a)                                               | Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services: |                                                             |                                                                   |                                                              |                                                                                                 |           |
|                                                  | Fire protection?                                                                                                                                                                                                                                                                                                                                                                                             |                                                             |                                                                   |                                                              | X                                                                                               |           |
|                                                  | Police protection?                                                                                                                                                                                                                                                                                                                                                                                           |                                                             |                                                                   |                                                              | X                                                                                               |           |

| Summary of Impacts                                      |                                                             |                                                                   |                                                              |                                                                                                 |           |
|---------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                         | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                     |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>XIV. PUBLIC SERVICES - <i>Would the project:</i></b> |                                                             |                                                                   |                                                              |                                                                                                 |           |
| Schools?                                                |                                                             |                                                                   |                                                              |                                                                                                 | X         |
| Libraries?                                              |                                                             |                                                                   |                                                              |                                                                                                 | X         |

#### Summary of Impacts from Certified 2016 General Plan Update EIR

Implementation of the General Plan Update was found to have less than significant impacts on fire protection (Impacts PS-1 and PS-2, pp. 4.13-6 through 4.13-10), police protection (Impacts PS-3 and PS-4, pp. 4.13-13 through 4.13-16), schools (Impacts PS-5 and PS-6, pp. 4.13-20 through 4.13-24), and libraries (Impacts PS-7 and PS-8, pp. 4.13-26 through 4.13-29).

#### Impacts of the Master Plan

##### Would the Master Plan:

- a) **Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or the need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:**

- i) **Fire Protection?**
- ii) **Police Protection?**

The Master Plan would not result in an increase in population in the City that would require additional fire or police services. Although limited roadway closures could occur during multi-modal intersection improvements or bikeway construction, most improvements would occur within the right-of-way and minimum disruption with readily accessible alternative routes is anticipated. Bikeways guided by the Plan would be constructed in compliance with the existing regulations and would have negligible impacts to fire response times once facilities are completed.

Construction of new facilities would generally be within the scope of fire and police protection services considered in the Certified EIR. Some of the actions and priority projects in Tables 3-3 and 3-4 could occur in areas with CALFIRE wildfire ratings of “moderate” to

“high” that could put further strain on fire protection services, but would be required to comply with General Plan policies listed on pages 4.13-7 and 4.13-8 pertaining to development in fire hazard areas, wildfire risks, and public facilities. Specifically, Policy SSI 11.2 *Prevention through Design* ensures that police and fire security considerations are placed at the front of any development consideration.

Adoption of the Master Plan would not result in greater impacts regarding fire or police protection services than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**iii) Schools?**

**iv) Libraries?**

Demands for schools and libraries depend on the population within their respective service areas. Implementation of the Master Plan would not develop housing and would therefore not increase demands for schools and libraries. No impacts would occur, and no new changes or new information would require preparation of a Subsequent EIR.

## 4.4.14 Recreation

| Summary of Impacts                                                                                                                                                                                     |                                                             |                                                                   |                                                              |                                                                                                 |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                        | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                                                                                                                                                                    |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>XV. RECREATION - <i>Would the project:</i></b>                                                                                                                                                      |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Result in an increased use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?                               |                                                             |                                                                   |                                                              | X                                                                                               |           |

**Summary of Impacts from Certified 2016 General Plan Update EIR**

Implementation of the General Plan Update was found to have less than significant impacts on recreational facilities (Impact PS-9, page 4.13-36 through 4-13.39). New residents from development allowed by the General Plan would increase demand for recreational facilities such that the currently adopted standard of 5 acres of parkland per 1,000 residents would likely not be met in 2035 based on projected population growth. Rather than accelerating deterioration of existing facilities, however, the population growth would require the construction of new or expansion of existing facilities. Ensuring that parkland goals are met at 5 acres per 1,000 residents would in turn ensure that individual facilities are not overburdened by use (see Impact PS-10, pp. 4.13-39 through 4.13-41). Therefore, less than significant impacts were identified in the 2016 General Plan Update EIR and no applicable mitigation measures were identified.

**Impacts of the Master Plan****Would the Master Plan:**

- a) **Result in an increased use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?**

The majority of projects and actions associated with the Master Plan involve minor upgrades to existing parks and designating pedestrian and bike paths. Other projects involve building new neighborhood parks, and a community park. These actions would not increase use of existing parks such that substantial physical deterioration would occur. Adoption of the Master Plan would not accelerate



deterioration of recreational facilities beyond what was analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**b) Include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?**

While the Master Plan would include new facilities, the majority of improvements would be minor upgrades to existing facilities. Still, some larger priority projects, such as the creation of a new community park (Project P-C1), have the potential to create adverse physical effects on the environment, and would be subject to additional project-specific CEQA review. As mentioned above, impacts to park and recreational facilities increase with population growth, so demand for new facilities will not actually result from the Master Plan, but instead be met by it. Impacts have then already been considered for parkland demand that is greater than will actually be implemented under implementation of the existing General Plan Update. Therefore, adoption of the Master Plan would not require construction or expansion of recreational facilities beyond what was analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

4.4.15 Transportation/Traffic

|                                                                                                                                                                                                                                                                                       | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
| * Based on 2016 EIR                                                                                                                                                                                                                                                                   |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>XVI. TRANSPORTATION/TRAFFIC - <i>Would the project:</i></b>                                                                                                                                                                                                                        |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)? |                                                             |                                                                   |                                                              | X                                                                                               |           |
| b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?                                                                                                                  |                                                             |                                                                   |                                                              | X                                                                                               |           |
| c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?                                                                                                                       |                                                             |                                                                   |                                                              | X                                                                                               |           |
| d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses?                                                                                                                                                       |                                                             |                                                                   |                                                              | X                                                                                               |           |
| e) Result in inadequate emergency access?                                                                                                                                                                                                                                             |                                                             |                                                                   |                                                              | X                                                                                               |           |
| f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?                                                                                                                                                      |                                                             |                                                                   |                                                              |                                                                                                 | X         |

### Summary of Impacts from Certified 2016 General Plan Update EIR

Under implementation of the General Plan Update, potentially significant impacts would occur at two City intersections due to deficient Levels of Service (LOS) (Impact TRAF-1, pp. 4.14-41 and 4.14-42). Implementation of Mitigation Measures TRAF-1A and TRAF 1B (install traffic signals) would reduce these LOS impacts to less than significant levels.

Buildout conditions associated with implementation of the General Plan Update would constitute more than one percent of freeway capacity along the section of Highway 101 that bisects the City, resulting in a Significant and Unavoidable impact (Impact TRAF-2, pp. 4.14-42 through 4.14-49).

Implementation of the General Plan would not substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment), (Impact TRAF-3, page 4.14-49 and 4.14-50), or result in inadequate emergency access (Impact TRAF-4, pp. 4.14-50 through 4.14-52); both would result in less than significant impacts. Implementation of the General Plan Update would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities, resulting in a less than significant impact (Impact TRAF-5, pp. 4.14-52 and 4.14-53). Finally, implementation of the General Plan would not result in a change in air traffic patterns, including either an increase in traffic levels or a change in location, which would result in substantial safety risks, resulting in a less than significant impact.

### Impacts of the Master Plan

#### Would the Master Plan:

- a) **Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)?**
- b) **Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?**

The majority of actions and priority projects in Tables 3-3 and 3-4 involve minor improvements to existing parks or designation of bike and pedestrian paths. Several new park projects in addition to the Outdoor Sports Center (New Community Park east of Highway 101 [Project P-C1]; Baseball/Softball Fields Complex [Project R-C1]; and the addition of a restaurant to the Outdoor Sports Center, [Project R-b1.b]) would have the potential to increase vehicular traffic and therefore would require separate CEQA documentation. However, these projects would not be expected to substantially increase vehicular traffic. Therefore, implementation of the Master Plan would not result in greater traffic impacts than those impacts analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- c) **Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?**

A small portion of Morgan Hill and its SOI extends into the Airport Influence Area (AIA) of the South County Airport. The proposed General Plan land use designations within the South County AIA include

an open space designation. Any of the actions and priority projects in Tables 3-3 and 3-4 that would occur in this area would need to comply with maximum height requirements. Nevertheless, implementation of the Master Plan would not result in a change to air traffic patterns greater than those impacts analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses?**

Several projects in Table 3-4 (New Neighborhood Parks [P-D1]; Acquire New Open Space [Project P-E2]) could require highway signage and possibly turning lanes. These projects would be required to adhere to the same policies as other projects implemented in association with the General Plan, such as TR-3.2 *Avoid incomplete public improvements that create public safety hazards* (Page 4.14-50), and Policy TR-3.8 *Monitor traffic conditions and accident data to identify safety improvements and decrease congestion* (Page 4.14-50). Implementation of the Master Plan would not result in greater impacts than those analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**e) Result in inadequate emergency access?**

Any of the actions and priority projects in Tables 3-3 and 3-4 would be required to comply with the same policies as for implementation of other projects associated with the General Plan, such as: Policy SSI-12.5 *Emergency Response Plan*, Policy SSI-12.6 *Accessibility*, and Action SSI-12.A *Emergency Access* (Page 4.14-51). Implementation of the Master Plan would not result in impacts that are greater than those impacts analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

**f) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?**

The Master Plan includes multiple actions and priority projects that involve designating bikeway and pedestrian paths (Table 3-4). These support multiple policies in the General Plan pertaining to regional wide bicycle planning, implementation of the Master Plan, and supporting an expanded pedestrian trail network that connects pedestrians to the Downtown, shopping and employment centers. Implementation of the Master Plan would not conflict with adopted policies and plans supporting alternative transportation. Impacts would not be greater than those impacts analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

## 4.4.16 Tribal Cultural Resources

|                                                                                                                                                                                                                                                                                                                                                                                                                              | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
| * Based on 2016 EIR                                                                                                                                                                                                                                                                                                                                                                                                          |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>XVII. TRIBAL CULTURAL RESOURCES - <i>Would the project:</i></b>                                                                                                                                                                                                                                                                                                                                                           |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:                                                 |                                                             |                                                                   |                                                              |                                                                                                 |           |
| i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or                                                                                                                                                                                                                               |                                                             |                                                                   |                                                              | X                                                                                               |           |
| ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of the Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. |                                                             |                                                                   |                                                              | X                                                                                               |           |

**Summary of Impacts from Certified 2016 General Plan Update EIR**

Assembly Bill (AB) 52 specifies that a project that may cause a substantial adverse change to a defined Tribal Cultural Resources (TCR) may result in a significant effect on the environment. AB 52 requires tribes interested in development projects within a traditionally and culturally affiliated geographic area to notify a lead agency of such interest and to request notification of future projects subject to CEQA prior to determining if a negative declaration, mitigated negative declaration, or environmental impact report is required for a project. The lead agency is then required to notify the tribe within 14 days of deeming a development application subject to CEQA complete to notify the requesting tribe as an invitation to consult on the project. AB 52 identifies examples of mitigation measures that will avoid or minimize impacts to TCR. The bill makes the above provisions applicable to projects that have a notice of preparation or a notice of intent to adopt a negative declaration/mitigated negative declaration or certify an EIR circulated on or after July 1, 2015.

Impacts on Tribal Cultural Resources were evaluated in the impacts analysis for cultural resources in the 2016 General Plan Update EIR. Impacts on cultural resources were deemed less than significant, including impacts on resources meeting the definition of a Tribal Cultural Resource.

## Impacts of the Master Plan

### Would the Master Plan:

- a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:
  - i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k), or
  - ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of the Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Implementation of Master Plan projects would be required to adhere to the same local, state, and federal policies and regulations protecting cultural resources, including those that are inadvertently discovered during construction (pp. 4.5-19 and 4.5-20. Therefore, the Master Plan would not have any greater impacts on Tribal Cultural Resources than those analyzed under the 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

#### 4.4.17 Utilities and Services Systems

| Summary of Impacts                                                                                                                                                             |                                                             |                                                                   |                                                              |                                                                                                 |                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|----------------------------|
|                                                                                                                                                                                | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact                  |
|                                                                                                                                                                                |                                                             |                                                                   |                                                              |                                                                                                 | <i>* Based on 2016 EIR</i> |
| <b>XVIII. UTILITIES AND SERVICES SYSTEMS - <i>Would the project:</i></b>                                                                                                       |                                                             |                                                                   |                                                              |                                                                                                 |                            |
| a) Have insufficient water supplies available to serve the proposed Project from existing entitlements and resources, or new or expanded entitlements are needed?              |                                                             |                                                                   |                                                              | X                                                                                               |                            |
| b) Require or result in the construction of new water facilities or expansion of existing facilities, the construction of which would cause significant environmental effects? |                                                             |                                                                   |                                                              | X                                                                                               |                            |
| c) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?                                                                            |                                                             |                                                                   |                                                              | X                                                                                               |                            |

|                                                                                                                                                                                                                                                                                                    | Summary of Impacts                                          |                                                                   |                                                              |                                                                                                 |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                                                                                                                    | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
|                                                                                                                                                                                                                                                                                                    |                                                             |                                                                   |                                                              | * Based on 2016 EIR                                                                             |           |
| XVIII. UTILITIES AND SERVICES SYSTEMS - <i>Would the project:</i>                                                                                                                                                                                                                                  |                                                             |                                                                   |                                                              |                                                                                                 |           |
| d) Require or result in the construction of new wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?                                                                                                      |                                                             |                                                                   |                                                              | X                                                                                               |           |
| e) Result in a determination by the wastewater treatment provider that serves the project area that it does not have adequate capacity to serve the project area’s projected demand in addition to the provider’s existing commitments?                                                            |                                                             |                                                                   |                                                              | X                                                                                               |           |
| f) Be served by a landfill with insufficient permitted capacity to accommodate the project’s solid waste disposal needs?                                                                                                                                                                           |                                                             |                                                                   |                                                              | X                                                                                               |           |
| g) Fail to comply with federal, state, and local statutes and regulations related to solid waste?                                                                                                                                                                                                  |                                                             |                                                                   |                                                              | X                                                                                               |           |
| h) Result in a substantial increase in natural gas and electrical service demands, would use appropriate energy conservation and efficiency measures, and would not require new energy supply facilities and distribution infrastructure or capacity enhancing alterations to existing facilities? |                                                             |                                                                   |                                                              | X                                                                                               |           |

### Summary of Impacts from Certified 2016 General Plan Update EIR

Sufficient water supplies would be available from existing entitlements and resources to serve buildout of the General Plan Update and new or expanded entitlements would not be required (Impact UTIL-1, pp. 4.15-16 through 4.15-21). Implementation of the General Plan would not require or result in the construction of new water facilities or expansion of existing facilities (Impact UTIL-2, pp. 4.15-21 through 4.15-23). Implementation of the General Plan Update would not result in a considerable contribution to cumulative impacts on water supply in the region (Impact UTIL-3, pp. 4.15-24 through 4.15-26).

Implementation of the General Plan would not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board (Impact UTIL-4, pp. 4.15-32 and 4.15-33), nor would implementation of the General Plan Update require or result in the construction of new wastewater treatment facilities or expansion of existing facilities (Impact UTIL-5, pp. 4.15-34 and 4.15-35). Implementation of the General Plan Update would not result in a determination by the wastewater treatment provider that it does not have adequate capacity to serve projected wastewater demand in



addition to the provider's existing commitments (Impact UTIL-6, pp.4.15-36 and 4.15-37). Implementation of the General Plan Update would not result in a considerable contribution to cumulative impacts on wastewater treatment in the region (Impact UTIL-7, pp. 4.15-37 and 4.15-38). Implementation of the proposed Project would be served by a landfill with sufficient permitted capacity to accommodate the proposed Project's solid waste disposal needs (Impact UTIL-8, pp. 4.15-42 through 4.15-45). The General Plan would comply with federal, state, and local statutes and regulations related to solid waste (Impact UTIL-9, pp. 4.15-45 and 4.15-46). Implementation of the General Plan Update would not result in a considerable contribution to cumulative impacts on wastewater treatment in the region (Impact UTIL-10, p. 4.15-46 and 4.15-47).

There would not be a substantial increase in natural gas and electrical service demands, appropriate energy conservation and efficiency measures would be utilized, and implementation of the General Plan Update would not require new energy supply facilities and distribution infrastructure or capacity enhancing alterations to existing facilities (Impact UTIL-11, pp. 4.15-54 through 4.15-58). All of the above impacts are less than significant.

### **Impacts of the Master Plan**

#### **Would the Master Plan:**

- a) Have insufficient water supplies available to serve the proposed Project from existing its entitlements and resources, or new or expanded entitlements are needed?**

The majority of actions and priority projects in Tables 3-3 and 3-4 would not require a supply of potable water. Projects involving development of new neighborhood parks would need to assess any specific water demands and may require additional CEQA documentation. Larger projects, such as locating a new community park east of Highway 101, would need additional CEQA documentation. However, any projects implemented under the Master Plan would be required to adhere to water supply, water conservation, and water quality policies and actions on Pages 4.15-18 through 4.15-20. Therefore, implementation of the Master Plan would not result in greater impacts on water supplies than those impacts analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a subsequent EIR.

- b) Require or result in the construction of new water facilities or expansion of existing facilities, the construction of which would cause significant environmental effects?**

It is possible that existing local distribution lines within the City may be undersized for future projects associated with the Master Plan which could require replacement with larger diameter pipes. Similarly, the City regularly assesses whether new groundwater wells may be required to ensure an adequate reliable water supply. Potential environmental impacts could result from construction and operation of these pipeline improvements and/or new well(s); however, such impacts would be project specific and could be mitigated to less than significant levels. Therefore, implementation of the Master Plan would not result in greater impacts from construction of any new water facilities than those impacts analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

- c) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?**

- d) **Require or result in the construction of new wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?**
- e) **Result in a determination by the wastewater treatment provider that serves the project area that it does not have adequate capacity to serve the project area's projected demand in addition to the provider's existing commitments?**

The majority of actions and priority projects that would be implemented in association with the Master Plan would not generate any wastewater and the larger projects would not generate wastewater of different quality and treatability than wastewater currently generated by current land uses in the City. Larger projects such as developing new neighborhood parks or a new community park east of Highway 101 would generate wastewater but would need to adhere to General Plan policies and actions pertaining to wastewater management and the City's Municipal Code Chapter 13.16, Sewer Rates and Interim Growth Management; Chapter 13.20, Sewers and Industrial Waste; as well as the City's sewer system management plan (pages 4.15-32 and 4.15-33). Therefore, implementation of the Master Plan would not result in greater impacts than those impacts analyzed in the Certified 2016 General Plan Update EIR. Finally, implementation of the Master Plan would not result in the City needing to develop new wastewater treatment capacity. Therefore, no new changes or new information would require preparation of a subsequent EIR.

- f) **Be served by a landfill with insufficient permitted capacity to accommodate the project's solid waste disposal needs?**
- g) **Fail to comply with federal, state, and local statutes and regulations related to solid waste?**

The majority of actions and priority projects associated with the Master Plan would not generate solid waste. Larger projects that could generate solid waste would be required to comply with General Plan actions and policies on pages 4.15-43 and 4.15-44. Therefore, implementation of the Master Plan would not result in greater impacts than those impacts analyzed in the Certified 2016 General Plan Update EIR. No new changes or new information would require preparation of a Subsequent EIR.

#### 4.4.18 Mandatory Findings of Significance

|                                         |                                                                                                                              | Summary of Impacts                                          |                                                                   |                                                              |                                                                                                 |           |
|-----------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                         |                                                                                                                              | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
|                                         |                                                                                                                              |                                                             |                                                                   |                                                              | * Based on 2016 EIR                                                                             |           |
| XIX. MANDATORY FINDINGS OF SIGNIFICANCE |                                                                                                                              |                                                             |                                                                   |                                                              |                                                                                                 |           |
| a)                                      | Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or |                                                             |                                                                   |                                                              | X                                                                                               |           |

| Summary of Impacts                                                                                                                                                                                                                                                                                                                            |                                                             |                                                                   |                                                              |                                                                                                 |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------|-----------|
|                                                                                                                                                                                                                                                                                                                                               | Substantial Change in Project Requiring Major EIR Revisions | Substantial Change in Circumstances Requiring Major EIR Revisions | New Information Showing New or Increased Significant Effects | Less Than Significant Impacts/No new changes or New Information Requiring Preparation of an EIR | No Impact |
| * Based on 2016 EIR                                                                                                                                                                                                                                                                                                                           |                                                             |                                                                   |                                                              |                                                                                                 |           |
| <b>XIX. MANDATORY FINDINGS OF SIGNIFICANCE - <i>Would the project:</i></b>                                                                                                                                                                                                                                                                    |                                                             |                                                                   |                                                              |                                                                                                 |           |
| wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?                     |                                                             |                                                                   |                                                              |                                                                                                 |           |
| b) Does the project have impacts that are individually limited, but cumulatively considerable ("cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? |                                                             |                                                                   |                                                              | X                                                                                               |           |
| c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?                                                                                                                                                                                                    |                                                             |                                                                   |                                                              | X                                                                                               |           |

### Summary of Impacts from Certified 2016 General Plan Update EIR

As discussed above, implementation of the General Plan Update would have significant and unavoidable impacts on air quality, noise, and traffic. Impacts on these issue areas would also result in a considerable contribution to cumulative impacts in the region.

### Impacts of the Master Plan

- a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, or eliminate important examples of the major periods of California history or prehistory?
- b) Does the project have impacts that are individually limited, but cumulatively considerable?
- c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?

As discussed above, implementation of the Master Plan is not anticipated to generate environmental impacts in excess of impacts already analyzed and addressed in the General Plan Update EIR. Implementation of the General Plan Update was determined to result in significant and unavoidable

impacts on air quality, noise, and traffic, and result in a considerable contribution to cumulative impacts on these issue areas. However, implementation of the Master Plan projects is not expected to generate the magnitude of impacts that would individually result in significant and unavoidable impacts on those issue areas, nor result in a considerable contribution to cumulative impacts to these issue areas. Adherence to the City's policies and other local, state, and federal regulations would ensure that impacts on other issue areas would remain less than significant. Therefore, implementation of the Master Plan would not substantially degrade the environment, substantially adversely affect human beings, or have a considerable contribution to cumulative environmental impacts in the area.



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Chris Ghione, Community Services Director

APPROVED BY: City Manager

## **INCLUSIVE PLAYGROUND CONSULTANT SERVICES AGREEMENT WITH MAGICAL BRIDGE**

### **RECOMMENDATION(S)**

Authorize the City Manager to execute, further negotiate, and subsequently administer an agreement with the Magical Bridge Foundation for services up to \$600,000 related to the development of an inclusive playground in Morgan Hill.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Maintaining Fiscal Responsibility  
Supporting Our Youth  
Seniors  
and Entire Community

#### **2017 Strategic Priorities**

Inclusiveness

### **POLICY CONSIDERATIONS:**

Understanding the Morgan Hill Inclusive Playground Project is estimated to cost approximately \$5.2 million to construct, should the City enter into an agreement with the Magical Bridge Foundation for marketing/promotion, design support, and fundraising, when considering the following factors:

- Fundraising for the project has stalled;
- There is a major grant opportunity coming up in the fall;
- The Magical Bridge Foundation has expertise and experience in fundraising for inclusive playgrounds; and
- Entering into the agreement would require the City's future playground become the "Magical Bridge of Morgan Hill?"

### **REPORT NARRATIVE:**

Since early 2015, the City has been working with a group of volunteers to obtain funding for an inclusive playground in Morgan Hill. The Morgan Hill Inclusive Playground Committee, which was formed under the Morgan Hill Community Foundation, has raised over \$70,000 for this effort. An "inclusive playground" differs from an "accessible playground" in that it has the aim to make it not only accessible for those with mobility issues, but just as importantly, to encourage and enable all children to engage with one another while using the playground. Successful fundraising efforts for inclusive playgrounds have occurred in a number of nearby communities, including Salinas, Palo Alto, and San Jose.

In November 2015, the City Council authorized Verde Designs, Inc. to begin work on conceptual designs for the Morgan Hill Inclusive Playground. During the design process, the volunteers of the Morgan Hill Inclusive Playground Committee (Committee) worked with the team at Verde Designs to gather input from the community on the wants and needs for the playground. This included three sessions with students at different schools, one community meeting, and a design session with the volunteers of the Committee. Over the next several months, the Committee and Verde Designs worked to develop concept designs for the playground (Attachment 2).

The conceptual designs call for the new inclusive playground to replace the existing playground at Community Park. The design of the park pulls some elements from other inclusive playgrounds that have been found successful and integrates them with the ideas brought forward through the community outreach to create a design that will be unique to the Morgan Hill playground. The City Council approved the conceptual designs on May 18, 2016. It is currently believed that the cost to develop the playground is approximately \$5.2 million. This includes all estimated costs including design, construction, and payment to Magical Bridge (see milestones and cost breakdown below).

The Committee continues to work on fundraising, but has not been successful in securing major donors to support the project. Current committed funding includes:

| <b>Funding Source</b>                                            | <b>Amount</b>    |
|------------------------------------------------------------------|------------------|
| Community Foundation Funds                                       | \$ 70,000        |
| Grant from the Santa Clara County Parks and Recreation           | 150,000          |
| Grant from the State of California (Housing Related Parks Grant) | 200,000          |
| Grant from the State of California (Recycled Tire Grant)         | <u>20,000</u>    |
| <b>Total current committed funding</b>                           | <b>\$440,000</b> |

The County of Santa Clara recently established funding for a grant program for inclusive playgrounds to be constructed. This funding is allocated at \$2 million per Supervisorial District, with a minimum award of \$50,000 and maximum award of \$2 million per City. Application guidelines for this grant are in development and the grant applications will be accepted this Fall/Winter. It is understood these grants will be matching in nature.

### **Magical Bridge Foundation**

Earlier this year, staff members from the Magical Bridge Foundation (Foundation) reached out to City teammates and volunteers in relation to a potential partnership on Morgan Hill's playground. The Foundation is a recently formed nonprofit organization that desires to support the creation of "Magical Bridge" inclusive playgrounds throughout the County. The founding members of the Foundation are the key volunteers that were involved in the fundraising and construction of the Magical Bridge Playground in Palo Alto. The Foundation is currently in contract with the City of Redwood City to support the fundraising, design, and marketing/promotion of the planned Magical Bridge of Redwood City Playground.



The proposed format of the agreement is structured in which the City would pay the Magical Bridge Foundation to support the fundraising, marketing/promotion, grant writing, and design expertise for Morgan Hill's playground. The key component of the agreement would be the fundraising aspect, including working with the County to secure the full \$2 million in grant funding. The structure of agreement would provide for much of the payment to the Magical Bridge to be contingent upon them reaching milestones, including raising the necessary funds to build the park. However, \$200,000 would be guaranteed to Magical Bridge for the work performed for up to the next five years (the contract term).

This initial \$200,000 would be provided to Magical Bridge for design, community engagement, fundraising, and licensing. The additional payments are based on milestones. Once the design is completed and certified, the City would provide Magical Bridge with a \$75,000 payment. If Magical Bridge successfully secures \$1.23 million in community donations, a milestone payment of \$75,000 would be due. Upon completion and opening of the park, the City would pay Magical Bridge \$75,000. The payment schedule is as follows:

| <b>Milestone</b>                         | <b>Payment</b>   |
|------------------------------------------|------------------|
| Retainer/Initial Payment                 | \$200,000        |
| Final Design Certification               | 75,000           |
| Successful Fundraising of \$1.23 million | 75,000           |
| Completion and Opening                   | 75,000           |
| <b>Total</b>                             | <b>\$425,000</b> |

In addition, if Magical Bridge generates donations above \$1.23 million, a contingency milestone payment of 15% of the amount over \$1.23 million would be provided up to \$175,000 (total potential amount to Magical Bridge of \$600,000).

The design component would be to support a landscape architect hired by the City in the development of the design with the interest in finding cost savings in the design and to ensure the playground is built to the Magical Bridge standards. It should be noted that the existing approved conceptual design of the park would require only minimal changes to meet Magical Bridge standards. It is important to note that the agreement would also require the park to be named the Magical Bridge of Morgan Hill.

For more than two years, the community and staff have been focused on fundraising efforts and are now in need of assistance from a formal fundraising organization. Considering the upcoming County grant process and the stalled fundraising efforts, staff believes that partnering with the Magical Bridge Foundation is the best opportunity the City has to complete the playground. The proposed agreement with the Magical Bridge Foundation is included as Attachment 1.

#### **COMMUNITY ENGAGEMENT: Involve**

This project was brought forward by community members and is being driven by community members. The design process was developed and coordinated by the Morgan Hill Inclusive Playground Committee volunteers. For the proposed agreement

with the Magical Bridge Foundation, there has been no outreach to the community in general, but the Morgan Hill Inclusive Playground Committee has had extensive discussions on the agreement with City staff and is supportive.

#### **ALTERNATIVE ACTIONS:**

1. The Council could elect not to enter into an agreement with the Magical Bridge Foundation and instead continue to move forward with the existing staff and volunteers working on the project. In this case, the City would still apply for the County grant funding in the fall.
2. The Council could also direct staff to further negotiate the agreement with the Magical Bridge Foundation.

#### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

June 21, 2017 – Council approved updates for the Capital Improvement Plan, including funding in FY 2017-18 for the Inclusive Playground Project.

The Parks and Recreation Commission will be receiving an update on the Project on July 18th and staff will provide the comments from the Commission at the City Council meeting on July 19th.

#### **FISCAL AND RESOURCE IMPACT:**

The total potential compensation in the agreement is \$600,000, which is currently allocated in the FY 2017-18 Budget from Fund 301 (Park Impact). As discussed above, \$425,000 would be provided if the \$1.23 million fundraising commitment is reached by Magical Bridge. The \$425,000 amount is included in the \$5.2 million project estimate. The additional contract amount over \$425,000 would only be used if the Foundation raises additional funds for the project above the \$1.23 million fundraising commitment.

The total funding goal for the project is \$5,230,000 and the funding breakdown assumed in the agreement is as follows:

| <b>Current Funding</b>                | <b>Amount</b>      |
|---------------------------------------|--------------------|
| State Grants                          | \$220,000          |
| County Parks Grant                    | \$150,000          |
| Community Foundation                  | \$70,000           |
| Park Impact Funds*                    | <u>\$1,560,000</u> |
| <b>Total</b>                          | <b>\$2,000,000</b> |
|                                       |                    |
| Future Project Funding                |                    |
| County Grant                          | \$2,000,000        |
| Magical Bridge Fundraising Commitment | <u>\$1,230,000</u> |
|                                       |                    |
| Project Total                         | \$5,230,000        |

\*Of the City's total funding of \$1,560,000, \$100,000 has already been spent on conceptual designs and \$600,000 has been appropriated for Fiscal Year 2017-18. In addition to the \$500,000 presented to the City Council on June 21, 2017 during the Parks and Recreation CIP update, an additional \$360,000 would need to be appropriated in Fiscal Year 2018-19. This change is due to a lower than anticipated grant award from the Housing Related Parks Grant, as the State received a significant number of grant applications. The City requested \$750,000 in program grant funding and received \$200,000 due to limited available State funds.

Reaching the \$2 million local funding goal will be important to ensure the maximum matching grant from the County. It is possible that the Magical Bridge Foundation could be successful in raising more funds than necessary, which would allow the City contribution to be less. Staff believes that it is imperative to work with a formal fundraising organization to secure sufficient funding to complete the inclusive park.

**CEQA (California Environmental Quality Act):**  
Project

This agreement for fundraising activities will not have a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. If the fundraising is successful, the City will move forward with environmental review once the fundraising activities are complete and the next phase of design moves forward.

**LINKS/ATTACHMENTS:**

1. Magical Bridge Morgan Hill Playground Agreement Final
2. \_Final-Concept-Graphic-11x17

## CONSULTANT SERVICES AND LICENSE AGREEMENT

This Consultant Services and License Agreement (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between City of Morgan Hill (“**City**”), a [California municipal corporation], and the Magical Bridge Foundation (“**Magical Bridge**”), a California 501(c)(3) corporation. Magical Bridge and City are individually referred to in this Agreement as a “**Party**” and collectively as “**Parties**.”

**WHEREAS**, Magical Bridge Foundation has created a design and community engagement process for developing inclusive playgrounds in which children of all abilities can play;

**WHEREAS**, Magical Bridge’s inclusive playgrounds are designed to promote well-being by increasing meaningful connections in the community, increasing inclusivity and empathy among children of all abilities, and creating a sense of ownership and engagement in the community that complements and strengthens existing programs and the investments communities are already making to provide therapies and services for children with special needs; and

**WHEREAS**, City desires to (i) use certain of Magical Bridge’s proprietary processes and designs to build such an inclusive playground (the “**Playground**”); (ii) retain Magical Bridge’s assistance throughout the design and construction process to create a hub for play in the community that increases the opportunities for and amount of play for all families, in particular for those with special needs who have fewer opportunities for play in community playgrounds (the “**Project**”); (iii) have Magical Bridge assist with fundraising for the Project; and (iv) have Magical Bridge advise City on designing and implementing a TV, print media, and social media campaign to co-market and build community support for the Project, including an opening event to commemorate the opening of the Playground (“**Opening Event**”);

**WHEREAS**, City has developed an initial design (“**Concept Design**”) for the Playground that will be used as the base for the all future design work.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration, the Parties agree as follows:

1. **Fundraising**. The Parties acknowledge and agree that:

1.1. **Total Funding Goal**. City will require an estimated five million two hundred thirty thousand dollars (\$5,230,000) to design and complete the Project;

1.2. **City Contribution**. City has or will allocate \$2,000,000, and, with the assistance of Magical Bridge, will apply for a matching funds grant of up to \$2,000,000 from the County of Santa Clara, for the Project for a total allocation of \$4,000,000 (collectively the “**City Contribution**”); and

1.3. **Community Donation**. City desires to partner with Magical Bridge to raise the remaining funds necessary to construct the Playground from significant entity and individual donors and grants (the “**Community Donation**”). For the avoidance of doubt,

donations to Magical Bridge will only be deemed to be Community Donations if they are designated by their donor for use in connection with the Project or, if they are not designated by their donor for any particular purpose, if Magical Bridge, in its sole discretion, designates such funds as Community Donations.

2. Magical Bridge Responsibilities. City retains Magical Bridge to perform, and Magical Bridge agrees to perform, the services described in Exhibit A1 (“**Services**”). In the event of a conflict between the provisions of Exhibit A and the terms of this Agreement, the terms of the Agreement shall prevail. City shall have the right to modify the Services to delete tasks in whole or in part, provided that such modifications do not affect the City’s payment obligations hereunder.

3. City Responsibilities. Magical Bridge’s performance of the Services is conditioned upon City’s timely assistance and performance of all other tasks which are reasonably necessary in connection with the Project, including, without limitation, those described in Exhibit A2 (“**City Responsibilities**”). Accordingly, notwithstanding anything to the contrary in this Agreement, in any circumstance in which Magical Bridge’s performance of the Services depends or is contingent upon activities or assistance of City, for example in obtaining permits for and developing the Project, as reasonably determined by Magical Bridge, if City fails to perform such activities or provide such assistance in a timely manner, Magical Bridge shall be excused for any delay in its performance of the Services for so long as City fails to perform such activities or provide such assistance, and such delay shall not constitute a breach of this Agreement by Magical Bridge.

4. Compensation.

4.1. Retainer. City will pay to Magical Bridge a one time retainer payment (the “**Retainer**”) of \$200,000 due upon the Effective Date of this Agreement to support the community engagement activities, fundraising, design work, licensing, and all other services provided by Magical Bridge.

4.2. Milestone Payments. City will pay to Magical Bridge a series of milestone completion payments (“**Milestone Payments**”), totaling an additional \$225,000; each Milestone Payment is due upon completion of the associated milestone as specified in Exhibit B. In the event that the Total Funding Goal increases or the City Contribution decreases, Magical Bridge shall be entitled to an additional Contingency Milestone Payment equal to 15% (up to \$175,000) of the resulting increase in the amount of the Community Donation, the Contingency Milestone Payment to be payable upon completion of the Fundraising and transfer of funds to the City. An amount sufficient to pay the additional Contingency Milestone Payment shall be included in the increased Funding Goal so that there is fiscal neutrality for the Project. Grants or funding received from government entities awarded directly to the City shall be deemed a City Contribution, and would not be deducted from the increased Community Donation and not be subject to the 15% Contingency Milestone Payment.

4.3. Donation Processing Fee. Magical Bridge agrees to waive any processing

fees associated with Community Donations.

4.4. Invoicing, Taxes. Magical Bridge shall submit to City a written invoice for each payment of the Retainer and each Milestone Payment as it becomes due, and City agrees to pay all invoiced amounts within thirty (30) days after the date of the applicable invoice. The Retainer and Milestone Payments are exclusive of, and City shall be responsible for paying, any applicable taxes which may be owed for or upon such payments, other than any taxes Magical Bridge may owe with respect to its net income notwithstanding Magical Bridge's non-profit status.

4.5. No Other Compensation. The Retainer and Milestone Payments shall be the full and complete compensation to which Magical Bridge is entitled for the completion of the Services (provided that the costs of actually constructing the Playground will be drawn from the City Donation and the Community Donation), which sum shall include all costs or expenses incurred by Magical Bridge, unless otherwise expressly set forth herein or agreed in writing by the Parties. Notwithstanding the foregoing, City is solely responsible for all costs and expenses associated with City Responsibilities, and for those associated with the Opening Event and any media campaigns associated with marketing and building community support for the Project.

4.6. Total Compensation. Total Compensation under this agreement including any Contingency Milestone Payment shall not exceed \$600,000.

## 5. Intellectual Property.

5.1. License to Designs and Equipment. Magical Bridge hereby grants to City a non-exclusive, fully paid up, non-transferrable license to use, reproduce, internally distribute, and create derivative works of any documents and materials depicting the design elements, equipment, and layout characteristic of a Magical Bridge playground (collectively "**Magical Bridge Designs**"), in whole or in part, to prepare a design for a playground incorporating those design elements that is tailored to the unique geographic features of the Playground site as well as the needs and budgetary constraints of City ("**Final Design**") and to build the Playground according to the Final Design. City shall be responsible for preparing the Final Design in consultation with its design team, architect, and Magical Bridge as needed. City shall retain final decision making authority on all aspects of the design of the Playground.

### 5.2. License to Magical Bridge Trademarks.

5.2.1. Initial License. Subject to City's compliance with the terms and conditions of this Agreement and Magical Bridge's trademark guidelines, the current version of which is attached hereto as Exhibit D and which are subject to revision by Magical Bridge from time to time in its sole discretion (the "**Trademark Guidelines**"), Magical Bridge hereby grants City the non-exclusive right to use Magical Bridge's name, trademarks, service marks, and trade names ("**Magical Bridge Marks**") solely to promote and solicit donations and funding for the Project,



provided that all such uses are subject to Magical Bridge's prior approval, which shall not be unreasonably withheld or delayed.

5.2.2. Final Design Certification. Upon completion of the Final Design, City shall transmit a copy of the Final Design to Magical Bridge. Magical Bridge shall, within thirty (30) days of receipt of the Final Design, review the Final Design to determine whether the Final Design meets the criteria of a Magical Bridge Playground, attached hereto as Exhibit C and incorporated herein by reference ("**Magical Bridge Standards**"). If Magical Bridge determines that the Final Design meets the Magical Bridge Standards, Magical Bridge shall provide a certification to City so stating ("**Final Design Certification**"). If, in its reasonable discretion, Magical Bridge determines that the Final Design does not meet the Magical Bridge Standards, Magical Bridge shall provide City with a written rationale for its decision, including specific recommendations for conforming to the Magical Bridge Standards. Magical Bridge shall then work in good faith with City to revise the Final Design to meet the Magical Bridge Standards.

5.2.3. Final License. Upon receipt of the Final Design Certification for the Playground, subject to City's compliance with the terms and conditions of this Agreement and the Trademark Guidelines, City shall have the non-exclusive right to refer to the Playground as a "Magical Bridge Playground" and, subject to Magical Bridge's prior approval, which shall not be unreasonably withheld or delayed, to use the Magical Bridge Marks in signage located at or directing visitors to the Playground and in advertising and promotional materials regarding the Playground. Without limiting the foregoing, City shall display and maintain at the Playground a sign, at City's expense, not less than ten (10) square feet in size, including Magical Bridge's name and at least one Magical Bridge Mark.

5.2.4. License Review. Magical Bridge reserves the right to periodically review the Playground's continued compliance with the Magical Bridge Standards and to revoke the foregoing license and all associated rights to designate such playground as a "Magical Bridge Playground" upon notice to City that the playground no longer conforms to the Magical Bridge Standards. Magical Bridge shall give City at least thirty (30) days' notice, and meet and confer in good faith with City, prior to revoking any such certification or the foregoing license.

5.2.5. Goodwill. City agrees that (a) as between the parties, all rights in and to Magical Bridge Marks and the goodwill associated therewith are owned by Magical Bridge, (b) City will do nothing inconsistent with such ownership, (c) all uses of Magical Bridge Marks shall inure to the sole benefit of and be on behalf of Magical Bridge, (d) City will not challenge or assist others in challenging the validity of such Magical Bridge Marks or attempt to register in any jurisdiction any confusingly similar marks, and (e) any use of the Magical Bridge Marks shall be in accordance with Magical Bridge's Trademark Guidelines.

5.2.6. Magical Bridge Playgrounds Only. City shall not display Magical

Bridge Marks on or in relation to any playgrounds that were not designed by Magical Bridge, or whose Final Design Certification or other certification of meeting the Magical Bridge Standards has been revoked by Magical Bridge as provided above, except that City may use Magical Bridge Marks in communications and materials, in any medium, involving both Magical Bridge Playgrounds and other playgrounds where the Magical Bridge Playgrounds are clearly identified as such.

5.3. **Ownership.** As between the Parties, the Magical Bridge Designs, the Final Design, the Magical Bridge Marks, any and all derivative works thereof, and the design, layout, and features of the Magical Bridge Playgrounds, including all intellectual property rights therein, are and shall remain the sole property of Magical Bridge. Each Party will retain all right, title, and interest in and to all marketing materials that it provides to the other Party under this Agreement. All rights not expressly granted in this Agreement are reserved by the Parties.

## 6. Termination.

6.1. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement for a period of five years. The City Manager is authorized to extend the term of the Agreement for a maximum of one year.

6.2. **Termination for Lack of Progress.** City may terminate this Agreement upon not less than thirty (30) days' written notice to the other Party pursuant to the notice provisions of this Agreement if (a) City decides to abandon or postpone the Project; (b) Magical Bridge fails to raise and transfer the Community Donation within twelve (12) months of the Effective Date, subject to extension at City's reasonable discretion; (c) City reasonably determines that there has been no substantial progress on the Project for at least twenty-four (24) months; or (d) Magical Bridge ceases to operate or otherwise loses its ability to perform the Services.

6.3. **Termination for Cause.** Either Party may terminate this Agreement upon thirty (30) days prior written notice to the other if the other Party is in material breach of this Agreement and fails to cure such breach within such thirty (30) day period.

### 6.4. **Effects of Termination.**

6.4.1. Upon termination of this Agreement, Magical Bridge shall transfer to City all funds collected in support of the Community Donation still in Magical Bridge's possession ("**Remaining Funds**"). After Magical Bridge transfers the Remaining Funds to City, City will have sole and exclusive responsibility for management of the Remaining Funds. City shall use the Remaining Funds for the sole purpose of (a) maintaining or enhancing the Playground, if it has been built prior to termination; or, if the Playground has not been built prior to termination, (b) funding modifications to other playgrounds to increase inclusive play opportunities for children with disabilities, provided that Magical Bridge is permitted to participate in an oversight committee with respect to the use of such funds.

6.4.2. City shall remain obligated to pay Magical Bridge any payments owed prior to the effective date of termination, and all such payments shall become immediately due and payable.

## 7. Warranties; Disclaimer.

7.1. Warranty. Each Party represents and warrants that (i) it has the full power and authority to enter into and fulfill the terms of this Agreement (ii) it will perform its obligations under this Agreement in a professional and workmanlike manner and in compliance with all applicable laws; and (iii) it has not entered and will not enter into any agreements that interfere or conflict with the terms hereof.

7.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THIS AGREEMENT, THE MAGICAL BRIDGE DESIGNS, OR ITS SERVICES, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

## 8. Indemnification.

8.1. By Magical Bridge. Magical Bridge shall defend or at its option settle any third party claims brought against City, its officers, and employees to the extent that they allege: (a) any grossly negligent or intentionally wrongful act of Magical Bridge, its employees, contractors or agents in performance of the Services prior to the Opening Event or (b) any violation or claimed violation of a third party's intellectual property or proprietary rights resulting from the use by City of the Magical Bridge Designs or Magical Bridge Marks in accordance with this Agreement, except to the extent such claims are attributable to the negligence or willful misconduct of City, including their officers and employees, or third parties (collectively, "Magical Bridge Claims"). Subject to Section 9, Magical Bridge will indemnify City, its officers, and employees against any liability, loss, damage, costs, or expenses, including reasonable attorney's and expert witness fees, awards, fines, penalties, or judgments (collectively "**Losses**") for Magical Bridge Claims, where such Losses are finally awarded by a court of competent jurisdiction to resolve, or agreed to by Magical Bridge in settlement of, such Magical Bridge claims. Notwithstanding the foregoing, Magical Bridge will have no liability for infringement claims to the extent arising from: (i) combination of the Magical Bridge Designs or Magical Bridge Marks with other materials or marks not provided by Magical Bridge, if the infringement would not have occurred if the Magical Bridge Designs or Magical Bridge marks had not been so combined; or (ii) the modification of the Magical Bridge Designs, in whole or in part, by anyone other than Magical Bridge, if the infringement would not have occurred but for such modification. THIS SECTION 8.1 STATES THE ENTIRE LIABILITY AND OBLIGATION OF MAGICAL BRIDGE, AND THE SOLE AND EXCLUSIVE REMEDY OF CITY, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT BY

THE MAGICAL BRIDGE DESIGNS OR MAGICAL BRIDGE MARKS.

8.2. By City. City shall defend or at its option settle any third party claims brought against Magical Bridge or its affiliates or their directors, officers, or employees, and, subject to Section 9, indemnify them against all Losses associated with such claims, where such claims arise from (i) any negligent or intentionally wrongful act or omission of City or City's employees, contractors or agents, (ii) any breach by City or its employees, contractors or agents of its agreements with third party contractors performing services related to the Playground, and (iii) any bodily injury, including death, or damage to real or tangible personal property caused or occurring at the Playground.

8.3. Process. The indemnitee will provide the indemnitor with: (i) prompt written notice of such claim; (ii) sole control over the defense and settlement of such claim; and (iii) all necessary information and assistance (at the indemnitor's expense) to defend and/or settle such claim. The indemnitee may participate in the defense of a claim asserted hereunder after the indemnitor has assumed the defense or settlement, provided that the indemnitee will bear any legal fees and expenses or other costs it incurs in so participating.

9. Limitation on Liability. Except for the Parties' indemnification obligations under Section 8 and breaches of a Party's confidentiality obligations under Section 11, neither Party will be liable to the other for any consequential, incidental, special, or exemplary damages arising out of or related to this agreement, including but not limited to lost profits or loss of business, even if such Party is apprised of the likelihood of such damages occurring. Magical Bridge's aggregate liability in connection with this Agreement shall not exceed the value of all applicable, valid, and collectible insurance.

10. Insurance.

10.1. Generally. Magical Bridge shall obtain and maintain insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Magical Bridge or Magical Bridge's agents, representatives, and employees at all times during the performance of the Services. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-VII."

10.2. Coverages and Limits. Magical Bridge, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing.

10.2.1. Commercial General Liability Insurance. Magical Bridge shall maintain occurrence based commercial general liability coverage with limits not less than one million dollars (\$1,000,000) per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be at least twice the required per occurrence limit.

10.2.2. Business Automobile Liability Insurance. Magical Bridge shall

maintain business automobile liability coverage with limits not less than one million dollars (\$1,000,000) per each accident for owned, hired and non-owned automobiles.

10.2.3. Workers' Compensation Insurance. Magical Bridge shall maintain workers' compensation coverage to the extent required by the California Labor Code. The policy shall contain an endorsement stating that the insurer waives any right to subrogation against City, its officers, agents, employees and volunteers.

10.2.4. Employer's Liability Insurance. Magical Bridge shall maintain employer's liability coverage with limits not less than one million dollars (\$1,000,000) per each accident for bodily injury or disease.

10.3. Notice of Cancellation. This insurance coverage will be held at all times during the performance of the Services and will not be canceled during the Term without Magical Bridge providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

10.4. Providing Certificates of Insurance and Endorsements. Within thirty (30) days of City's request therefor after the Effective Date, Magical Bridge shall provide to City certificates of insurance and above-referenced endorsements.

## 11. Confidentiality

11.1. Confidential Information. "**Confidential Information**" means any proprietary information, data, trade secrets, or know-how, including any information disclosed prior to the Effective Date, either directly or indirectly in writing, orally or by inspection of tangible objects (including, without limitation, designs, research, product plans, products, services, equipment, customers, inventions, discoveries, ideas, processes, drawings, hardware, specifications, product configuration information, marketing and finance documents, prototypes, samples, data sets, equipment, and the terms and existence of this Agreement), whether or not designated as "confidential" disclosed by one party ("**Discloser**") to the other ("**Recipient**") under this Agreement. Without limiting the foregoing, Confidential Information of Magical Bridge shall include (a) Magical Bridge's playground designs, plans, and know-how, including the Magical Bridge Designs and the Final Design, and including with respect to types of equipment, colors, zone setup, and slide designs, and (b) all donor names, preferred physical and/or electronic contact information, amounts of donations, and other donor information ("**Donor Information**"). Confidential Information does not include information which Recipient can demonstrate (i) is known to Recipient without a confidentiality obligation at the time of disclosure to Recipient by Discloser, (ii) has become publicly known and made generally available through no wrongful act of Recipient, or (iii) has been rightfully received by Recipient from a third party who is authorized to make such disclosure.

11.2. Use of Confidential Information. Recipient will not, during or subsequent to the Term of this Agreement, use the Discloser's Confidential Information for any purpose other than the performance of Recipient's obligations under this Agreement, or

disclose Discloser's Confidential Information to any third party. Without limiting the foregoing, City will hold all donor information in the strictest of confidence and in accordance with all laws applicable to personally identifiable information, and neither disclose such information to any third party nor use such information for any purpose other than internal analysis of the present fundraising progress and recognition of donors consistent with City policies thereon, subject to consent of the donors. As between the parties, it is understood that Confidential Information of Discloser shall remain the sole property of Discloser. Recipient further agrees to take all reasonable precautions to prevent any unauthorized disclosure of Discloser's Confidential Information including, but not limited to, having each employee or contractor of Recipient, if any, with access to any Discloser's Confidential Information, execute a nondisclosure agreement containing provisions at least as protective of Confidential Information as this Agreement.

11.3. Compelled Disclosure. If Recipient becomes legally compelled to disclose any Confidential Information, other than pursuant to a confidentiality agreement, Recipient will provide Discloser prompt written notice, if legally permissible, and will use its best efforts to assist Discloser in seeking a protective order or another appropriate remedy. If Discloser waives Recipient's compliance with this Agreement or fails to obtain a protective order or other appropriate remedy, Recipient will furnish only that portion of the Confidential Information that is legally required to be disclosed; provided that any Confidential Information so disclosed shall maintain its confidentiality protection for all purposes other than such legally compelled disclosure.

11.4. Return of Materials. Upon the termination of this Agreement, or upon Discloser's earlier request, Recipient will deliver to Discloser all of Discloser's Confidential Information that Recipient may have in Recipient's possession or control, and/or destroy such Confidential Information and provide written certification of such destruction.

11.5. California Public Records Act. Notwithstanding any other provision of this Section, the Parties acknowledge that if City is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"), then if Confidential Information is contained in documents submitted by Magical Bridge to City, and Magical Bridge expressly claims that such information falls within one or more CPRA exemptions, Magical Bridge must clearly mark such information "CONFIDENTIAL" or "PROPRIETARY". In the event of a request for such information, City will make reasonable efforts to provide notice to Magical Bridge prior to such disclosure, allowing enough time for Magical Bridge to seek a protective order, injunctive relief, or other appropriate remedy. If Magical Bridge contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it may at its own cost, liability, and expense seek to obtain a protective order, injunctive relief or other appropriate remedy from a court of law having jurisdiction over the matter before City's deadline to respond to the CPRA request. City shall provide Magical Bridge with all reasonable assistance, at Magical Bridge's expense, in obtaining such protections. If Magical Bridge fails to obtain such a remedy before the deadline for City's response to the CPRA request, City will disclose the requested information and shall not be liable or responsible for such disclosure.



11.6. Publicity. Any publicity or press releases with respect to the Project or Services shall be by mutual agreement of the Parties. Magical Bridge shall have the right, however, without City's further consent, to state that it is providing the Services to City in Magical Bridge's promotional and professional materials, and to communicate with persons or public bodies where necessary to perform under this Agreement.

## 12. Miscellaneous

12.1. Independent Contractors. The relationship of the Parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to give either Party the power to act as an agent or direct or control the day-to-day activities of the other. Neither Party will make any federal or state tax withholdings on behalf of the other Party or its agents, employees or subcontractors. Neither Party will be required to pay any workers' compensation insurance or unemployment contributions on behalf of the other Party or its employees or subcontractors.

12.2. Audit. City shall have the right to examine, monitor and audit all records, documents, conditions and activities of Magical Bridge and its subcontractors related to services under this Agreement. Pursuant to Government Code section 8546.7, because this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the City or as part of any audit of the City, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement. Magical Bridge shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and City rules and ordinances related to services provided under this Agreement.

12.3. Assignment. Unless otherwise expressly provided in this Agreement, neither Party may assign, delegate or subcontract any right, obligation, or interest hereunder without the express written consent of the other Party. Any assignment in derogation of the foregoing shall be null and void. Notwithstanding the foregoing, Magical Bridge may assign or transfer this agreement in its entirety to an affiliate of Magical Bridge or in connection with a corporate reorganization, merger, acquisition, or other transfer of all or substantially all of the business or assets to which this Agreement relates.

12.4. Subcontractors. Magical Bridge shall be fully responsible for the acts and omissions of subcontractors or their employees hired or retained by Magical Bridge. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of Magical Bridge and the City. Magical Bridge shall be solely responsible for payment of its subcontractors.

12.5. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. This Agreement was entered into and is to be performed in the County of Santa Clara. Any action or dispute arising out of this Agreement not resolved in accordance with Section 12.5 below shall only be brought in Santa Clara County.

12.6. Dispute Resolution; Jurisdiction, Venue. If there is a dispute between the Parties arising out of or otherwise relating to this Agreement, the Parties agree to promptly meet in good faith to try to resolve such dispute. If such dispute is not resolved by the Parties within thirty (30) days following the date on which either Party provided written notice of such dispute to the other Party, the dispute shall be escalated to the senior management of each Party for resolution. If the dispute is not resolved in accordance with such procedures, then the Parties agree that any dispute arising out of or relating to this Agreement, or the breach thereof, may be settled by mediation or non-binding arbitration in Santa Clara County, California, administered by a mutually agreeable mediator or arbitrator, respectively. Notwithstanding the foregoing, the Parties agree that nothing in this Agreement will be deemed to waive, preclude, or otherwise limit either Party's rights to: (i) seek injunctive relief in a court of law; or (ii) file suit in a court of law to address intellectual property infringement claims.

12.7. Paragraph Headings. Paragraph headings as used herein are for convenience only and will not be deemed to be a part of such paragraphs and will not be construed to change the meaning thereof.

12.8. Waiver. The waiver by either Party of any breach of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation under this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

12.9. Severability. If any part of this Agreement is unenforceable, the remaining portions of this Agreement will remain in full force and effect.

12.10. Force Majeure. Nonperformance of Magical Bridge will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, or any other reason where failure to perform is beyond the reasonable control of Magical Bridge.

12.11. Execution in Counterparts. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute the same instrument.

12.12. Original Signatures. The parties hereby agree that electronic signatures, whether transmitted by telephonic facsimile machine or computer transmitted files will be considered original signatures for all purposes including, but not limited to, authentication of this document (or any amendment prepared and executed in accordance with the terms of this document) in any legal proceeding.

12.13. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any other attachment or exhibit. Neither this

Agreement nor any of its provisions may be amended, modified, waived, or discharged except in writing signed by both Parties.

12.14. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Magical Bridge and City each represent and warrant that they have the legal power, right and actual authority to bind Magical Bridge and City respectively to the terms and conditions of this Agreement.

12.15. Notices. Any notice to be given hereunder shall be addressed to City or Magical Bridge at the address shown below or such other address as either party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

For City:

City of Morgan Hill  
Attention: City Manager  
17575 Peak Avenue  
Morgan Hill, CA 95037

For Magical Bridge:

Magical Bridge Foundation  
Corporate Office  
654 Gilman Street  
Palo Alto, CA 94301

*[Signatures on Following Page]*

**IN WITNESS WHEREOF**, City and Magical Bridge have executed this Agreement as of the Effective Date.

**CITY:**

City of Morgan Hill

By:

Steve Rymer, City Manager

**ATTEST:**

By:

Michelle Wilson, Deputy City Clerk

**MAGICAL BRIDGE:**

By:

Name:

Title:

By:

Name:

Title:

## EXHIBIT A1 – SCOPE OF SERVICES

### 1. DESIGN

1.1. Design Consulting. The “**Magical Bridge Team**,” defined individually and collectively as the individuals listed in Exhibit E, shall participate in meetings with City’s designated team and consultants to advise on all aspects of playground design, including but not limited to equipment selection, site preparation meetings, criteria for quality control, and methods for making the Playground more inclusive of children with disabilities. Magical Bridge reserves the right to modify the list of individuals and subcontractors in Exhibit E in its reasonable discretion, in accordance with changes to Magical Bridge’s staffing.

1.2. Construction Consulting. The Magical Bridge Team shall advise City throughout the development of the Playground on an as needed basis. City shall retain final decision making authority on all matters relating to the construction, including but not limited to selecting construction contractors, obtaining permits, and overseeing construction.

1.3. Access to Playground. City shall provide Magical Bridge, its employees and agents, with reasonable access to the Playground for the purpose of fulfilling its responsibilities under this Agreement.

### 2. FUNDRAISING

2.1. Fundraising Goal. Magical Bridge will use commercially reasonable efforts to solicit a total amount of donations to support the Project not less than the amount of the Community Donation.

2.1.1. Magical Bridge, with the guidance and recommendation of City and affiliated community groups, shall have full discretion in identifying, soliciting, and accepting donations for Project from individuals, foundations, businesses, and other organizations.

2.1.2. For potential funders who require applications directly from the City, Magical Bridge will, at the request of City, prepare grant application materials and supporting documentation, attend meetings, and respond to requests for information in the support of applications by the City for matching grants or other funding opportunities from potential funders. Any resulting funds which are provided directly to City by funder will not be subject to the Processing Fee.

2.1.3. If the successful bid for the construction contract for the Project exceeds the original amount of the Community Donation, Magical Bridge will use its best efforts to obtain additional donations to meet the shortfall, which additional donations shall be added to and increase the amount of the Community Donation.

2.2. Collection and Holding of Community Donation.

2.2.1. Magical Bridge will maintain its tax exempt 501(c)(3) status.

2.2.2. Magical Bridge will accept and hold donations made towards the Project, including donations solicited by City, until no later than fifteen (15) days after the Opening Event.

2.2.3. Magical Bridge will not use any donated funds for any purpose, except to cover the Processing Fee, without express written consent of City.

### 2.3. Transfer of Funds to City.

2.3.1. Within ten (10) days of receiving the full amount of the Community Donation, Magical Bridge shall submit a request for donation pursuant to City's donation policy ("**Request for Donation**") for an amount equal to the Community Donation (the "**Playground Funds**"). Upon approval of the Request for Donation by City, Magical Bridge shall promptly transfer the Playground Funds to City. After Magical Bridge transfers the Playground Funds to City, City shall have sole and exclusive responsibility for management of the Playground Funds.

2.3.2. Within ten (10) days of the Opening Event, Magical Bridge shall submit an amount equal to all donations to the Project Magical Bridge has collected since the transfer of the Playground Funds to City ("**Excess Funds**"). Upon approval of the Request for Donation by City, Magical Bridge shall promptly transfer the Excess Funds to City. After Magical Bridge transfers the Excess Funds to City, City shall have sole and exclusive responsibility for management of the Excess Funds.

2.3.3. The Playground Funds and the Excess Funds shall be restricted donations. City shall use the Playground Funds and Excess Funds solely to pay for costs relating to the planning, designing, constructing, launching, operating, promoting, and maintaining the Playground, including amounts owed to third party contractors for performing environmental and other assessments, and designing and building the Playground, and amounts owed in connection with the Opening Event, except that the Excess Funds may also be used to fund other projects related to accessibility or to the Playground, including but not limited to handicap parking spots, disability access ramps, and bathrooms. City shall have sole and exclusive responsibility for payment of all costs related to the construction and maintenance of the Playground.

### 2.4. Donor Information and Acknowledgements.

2.4.1. Magical Bridge shall maintain a list of all donors to the Project that shall include the Donor Information for each donor, and whether the donor would like to be publicly recognized.

2.4.2. Magical Bridge shall send acknowledgements to each donor to the Project according to City's donation policy.



2.4.3. Upon transfer of the Playground Funds and the Excess Funds, Magical Bridge shall transfer to City the names and any other necessary information of donors for whom recognition under City's donation policy requires City action, subject to the donors' consent to such transfer.

### **3. Community Engagement**

3.1. Communications Strategy and Marketing Materials. Within thirty (30) days after the Effective Date, Magical Bridge shall provide City with the following:

3.1.1. A draft communications strategy that includes (i) a public relations and marketing plan for the Playground; and (ii) a TV, print media, and social media campaign to engage and educate the public in relation to the Project ("**Communications Strategy**").

3.1.2. Copies of all applicable Magical Bridge Marks in electronic form.

3.1.3. Marketing collateral relating to the launch and promotion of Magical Bridge playgrounds, including template press releases, fundraising emails, fundraising kits for community members, and talking points for briefings with key officials

3.2. Communications Consulting. At City's request, the Magical Bridge Team shall advise City on revising and executing the Communications Strategy, including developing marketing material specific to the Playground and planning the Opening Event. City shall conduct the activities specified in the Communications Strategy, including selection of the date for the Opening Event in its sole discretion.

3.3. Community Engagement Activities. The Magical Bridge Team shall conduct community engagement activities, including but not limited to hosting community input meetings, school visits, and community events, for the purpose of promoting the Playground and raising awareness about inclusive play.

3.4. Participation in City Events. Prior to and including the Opening Event, the Magical Bridge Team shall appear at up to [5] City sponsored events related to the Project at City's request and upon reasonable notice.

3.5. Recruiting and Training Volunteers. Prior to the Opening Event, the Magical Bridge Team shall recruit and train no fewer than five (5) volunteers to conduct educational programming about inclusive play at the Playground.

### **4. REPORTING**

4.1. Magical Bridge shall provide City with monthly reports, due on the 30<sup>th</sup> day of each month after the Effective Date, or as otherwise agreed by City, that shall include the amount of funds raised to date, and a summary of Magical Bridge fundraising activities and community engagement activities conducted over the previous month.

**EXHIBIT A2 – CITY RESPONSIBILITIES**

**1. CITY RESPONSIBILITIES.** City is responsible for the following activities:

- |       |                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.1.  | Identifying a location (at least one (1) acre in size) for the development of the Playground (the “Site”);                                                                                                                                                                                                                                                                                                     |
| 1.2.  | Obtaining all required licenses, permits, and approvals for development of the Playground, including any required approvals from the City;                                                                                                                                                                                                                                                                     |
| 1.3.  | Performing a timely planning review of the Playground designs and providing responses from all essential City departments regarding any and all concerns to be addressed in the Playground designs;                                                                                                                                                                                                            |
| 1.4.  | Raising the City Donation within [six (6)] months after the Effective Date and designating those funds solely for the purpose of building the Playground;                                                                                                                                                                                                                                                      |
| 1.5.  | Using its best efforts, with reasonable assistance and cooperation from Magical Bridge, to solicit and procure Community Donations for the Playground;                                                                                                                                                                                                                                                         |
| 1.6.  | Allowing for reasonable access to the Site by Magical Bridge employees and agents, including but not limited to the Magical Bridge landscape architect;                                                                                                                                                                                                                                                        |
| 1.7.  | Facilitating meetings and discussions between Magical Bridge and various stakeholders in order to ensure community support for the Playground;                                                                                                                                                                                                                                                                 |
| 1.8.  | Providing all reasonable assistance to Magical Bridge in arranging a meeting with a custom playhouse designer to develop the theme, colors, and unique features of the Playground;                                                                                                                                                                                                                             |
| 1.9.  | Entering into and performing all obligations under all agreements with third party contractors performing services related to the Playground;                                                                                                                                                                                                                                                                  |
| 1.10. | Maintaining the Playground in good order, condition, and repair during and following the expiry or termination of this Agreement for the useful life of the Playground (useful life shall be solely determined by the City and a minimum of 10 years) and removing the Playground and/or the Magical Bridge branding associated with the Playground after the expiration of the useful life of the Playground; |
| 1.11. | Advising community groups in relation to on-going programs and activities at the Playground; and                                                                                                                                                                                                                                                                                                               |
| 1.12. | Procuring and maintaining general liability insurance in respect of the                                                                                                                                                                                                                                                                                                                                        |

Playground in an amount no less than the industry standard, equivalent to other City parks and playgrounds, including bodily injury, property damage, and personal injury liability coverage

.

**EXHIBIT B – MILESTONE PAYMENTS**

City shall pay Milestone Payments to Magical Bridge, referenced in Section 4.2 of the Agreement, according to the following schedule:

| <b><u>Task</u></b>                                                                                                        | <b><u>Milestone</u></b>                                                                                                     | <b><u>Payment Amount</u></b>                                  |
|---------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| Retainer: Includes retaining Magical Bridge for life of project: design, community engagement, fundraising, and licensing | Effective Date of Agreement                                                                                                 | \$200,000                                                     |
| Final Design Certification                                                                                                | City's receipt of the Final Design certification based on Magical Bridge input in design process and review of Final Design | \$75,000                                                      |
| Fundraising                                                                                                               | City's receipt of the Community Donation in full from Magical Bridge                                                        | \$75,000                                                      |
| Completion and Opening                                                                                                    | The latter of (i) the date of the Opening Event; or (ii) the last transfer of the Excess Funds to City                      | \$75,000                                                      |
| Contingency Milestone Payment                                                                                             | City's receipt of the additional Community Donation in excess of the original target of \$1,230,000                         | 15% of the amount of the Community Donation over \$1,230,000. |

## **EXHIBIT C – MAGICAL BRIDGE STANDARDS**

### **Branding.**

- Branded with the Magical Bridge Playground and/or Magical Bridge Foundation logo at the entry points of the playground.
- Playground signage, donor wall, playhouse, woodwork and artwork is unified with a consistent color palette as defined by the Magical Bridge style guide. Color palette may vary by location.

### **Layout.**

- Distinct play zones based on types of play or motion, such as swinging, sliding, and spinning.
- The zones are distinguished by signage at each zone entrance that explains the benefits of that particular mode of play.
- Includes a smaller scale Tot Zone mimics the equipment in other areas of the Playground.

### **Accessibility.**

- Seamless ground turf for easy navigation
- Accessible equipment with manageable transfer points
- Group play opportunities
- Ramps and walkways that enable wheelchair users to access all areas of the playground, including the top of the slide mound and second story of the playhouse.
- Play zone entry signs feature Braille for those visually-impaired.
- At least one slide contains a patent-pending extension bench on the end of the slide giving people who need more time a place to wait without blocking others from using the slide.

### **Kindness.**

- Feature a Kindness Corner for individual and group reflection and educational programs

### **Innovation.**

- Features interactive play experiences utilizing technology, art, music and design to stimulate the full array of human senses.

### **Imagination.**

- Custom designed, handcrafted, two-story Playhouse with play stage
- Audience style seating in front of the Playhouse

### **Community.**

- A Magical Bridge Playground includes shaded group gathering areas.
- Tables are designed for wheelchair access.

### **Stewardship.**

A Magical Bridge Playground is open to the public, clean, and well-maintained.

## **EXHIBIT D – MAGICAL BRIDGE TRADEMARK GUIDELINES**

### **1. ALWAYS USE MAGICAL BRIDGE FOUNDATION TRADEMARKS IN AN APPROVED FORM.**

Our trademarks should always be presented in the styles in which they were delivered to you by the Magical Bridge Foundation (including all font faces and styles, all caps, upper and lower case, or a combination of large and small caps). Changes, distortions, or alterations in the trademarks are not generally allowed. Any variation must be cleared through the Magical Bridge Foundation.

### **2. ALWAYS USE MAGICAL BRIDGE FOUNDATION TRADEMARKS IN A MANNER CLEARLY INDICATING THAT THEY ARE TRADEMARKS OWNED BY MAGICAL BRIDGE FOUNDATION.**

Our trademarks should be properly marked to give notice that they are, in fact, trademarks of the Magical Bridge Foundation. Registered trademarks should always be used with the federal registration symbol “®”, while marks that have not been registered (including marks that are the subject of “pending” applications) should be used with the symbol “™” where the mark initially appears. Use of the registration symbol or “™” must appear with the first usage of the trademark in a document; subsequent occurrences do not require the symbols. When used in a printed document, the symbols should be half the point size of the word and then superscripted half the point size of the word.

A footnote reference to ownership of the trademarks must be used on all Magical Bridge playgrounds and all marketing, fundraising, and promotional materials in the following format: “\_\_\_\_\_ are trademarks of the Magical Bridge Foundation.” Where appropriate, a subset of this attribution may be used.

The list of registered and unregistered marks will change periodically as pending applications mature to registration, and as such, it is important to determine status of the marks before using either symbol.

Our trademarks should not be joined with other terms (by a hyphen, for instance) nor used with unapproved logos, graphics, photos, slogans, numbers, design features or symbols. Our trademarks should never be “made plural,” never be mixed with other trademarks, and a trademark's spelling should never be altered.

### **3. ALWAYS USE MAGICAL BRIDGE FOUNDATION TRADEMARKS AS ADJECTIVES, NEVER NOUNS, AND THE MARKS SHOULD BE FOLLOWED BY THE APPROPRIATE GENERIC TERMINOLOGY.**



Trademarks are meant to signify the brand or source of a product and should not be used in a manner which suggests that the trademark is the name of the product. Companies that allow their trademarks to be used as nouns risk losing their rights in those trademarks. Classic examples of words that began as trademarks but were lost due to misuse include “aspirin,” “escalator” and “cellophane.” Because the public came to see these terms as the product names instead of the brand names, trademark rights were forfeited. The most common mistake is to use the trademark as a noun instead of as an adjective followed by the generic term.

**4. DO NOT IMPLY OR SUGGEST THAT A PLAYGROUND BASED ON MAGICAL BRIDGE FOUNDATION'S DESIGNS OR TECHNOLOGY IS A MAGICAL BRIDGE PLAYGROUND OR THAT THE MAGICAL BRIDGE FOUNDATION SPONSORS THE PLAYGROUND.**

While the Magical Bridge Foundation understands and appreciates your need to accurately describe the designs and technology incorporated into your playgrounds, your playgrounds and promotional or fundraising materials cannot wrongly imply that your playgrounds are Magical Bridge playgrounds, explicitly or implicitly. Care must be taken to clearly distinguish the Magical Bridge Foundation’s playgrounds (and trademarks) from your other playgrounds and marks, as discussed more specifically in these guidelines.

**5. NEVER USE A MAGICAL BRIDGE FOUNDATION TRADEMARK AS PART OF YOUR NAME OR TRADEMARK.**

Magical Bridge Foundation trademarks may not be used as part of another entity’s mark or name. While the Magical Bridge Foundation’s marks can be used in explanatory fashion, the mark cannot be used as part of another entity or product name.

Also, you may not personify Magical Bridge Foundation trademarks or create characters that represent the trademarks. However, the trademarks may be used in taglines in accordance with the guidelines listed above.

### **EXHIBIT E - Magical Bridge Foundation Portfolio & Team**

The core Magical Bridge design team includes key leaders of the inclusive play movement who came together to envision the original Magical Bridge Playground in Palo Alto and worked tirelessly together to overcome the many barriers and challenges to build that playground and show the world that it was possible to build a truly inviting play space that welcomed individuals of all ages and all abilities. Together this core team of staff and key partners is deeply committed to making every Magical Bridge Playground an overwhelming success and has the depth and breadth of skills necessary to engage the community, create an effective design, and see each project through to completion. Collectively this team has participated in the creation of dozens if not hundreds of playground projects and lead managed several projects, including those listed below. Note that in addition to the core team listed below, there are a large number of individuals and organizations that volunteer with, advise, and support the Magical Bridge Foundation projects. We are grateful for the support of all those individuals and, most especially, the members of each community we serve who volunteer their time, effort, and knowledge to create each Magical Bridge Playgrounds and make them great experience for all visitors.

#### **Magical Bridge Design Team**

**Olenka Villarreal Chairperson, Founder, Visionary and Executive Director**

- 2014 Winner of the Jefferson Award for Community Service and 2015 Winner of the Palo Alto Tall Tree award
- Founder of the Magical Bridge Playground in Palo Alto and Vice President of the Friend of the Palo Alto Parks, Olenka has a rare ability to view the design and equipment of play spaces from a child's point of view. She is co-inventor of several new technologies that enhance the play experience for individuals with special needs.
- Prior to leading development of the Magical Bridge Playgrounds, Olenka has served as the Director of Marketing for TotalPass, Inc. and Siemens Communication amongst other roles for Silicon Valley companies. She has a degree in Economics / Public Policy and an MBA in Marketing.

**Jill Asher co-Founder, Public Relations and Development**

- In addition to leading the Public Relations and Digital Media strategy

for the Magical Bridge projects, Jill has served as Director of Public Relations for Appcelerator, Co-Founder and General Partner of SVMoms group, Vice President of Human Resources for Bessemer Ventures and Gloss.com and played similar roles for a number of other Silicon Valley companies. She holds degrees in Economics and English.

Kris Loew co-Founder, Marketing, branding, visual design

- Kris led the effort to create the inviting color scheme and visual appeal for Magical Bridge spaces that helps fosters a sense of well being and calm amongst visitors, especially for individuals who may be highly sensitive to their visual surroundings. She runs her own Graphic Design firm, is Co-Founder of Poketti, LLC, and previously served as Director of Marketing Communication for Brio Technologies.

Greg Wolff board member, Founder of the UnaMesa Association

- As Executive Director of the non profit UnaMesa Association, Greg helped the original Magical Bridge team establish the Magical Bridge Foundation as an independent non profit with the processes and resources necessary to partner with cities to create additional Magical Bridge Playgrounds that build upon and improve the original design. Greg founded the UnaMesa Association to support community based innovations in health, education, and social services. Prior to that, Greg served as a Vice President for Ricoh Innovations and has been a lead inventor and research scientist spanning the fields of information technology, machine learning, and professional services.

Barbara Butler Owner & Lead Designer, Barbara Butler Artist-BUILDER, Inc

- Barbara is one of the nation's premier architects and builders of custom treehouses and playgrounds. Over the past 30 years, she has constructed hundreds or thousands of imaginative play spaces for both public and private spaces. projects that involve tough terrains, unusual sites, special circumstances or special requests,

such as matching existing architectural elements. Her projects have long exceeded ADA accessibility standards and ASTM compliant, and use all natural and sustainable materials.

#### Jay Beckwith Playground apparatus designer

- Since the 1970, Jay has been a leading voice in the design and development of play experiences that align with and support the critical needs of both children and adults for physical activity that enhances their growth and well being. Jay's design for a "Post and Deck" system can be seen in almost every modern playground.
- Jay has written several books on designing and building children's play equipment. He has also been involved with safety commissions, is a Certified Playground Safety Inspector, and has written publications and developed programs for playground safety. He has consulted with several playground manufacturers in their design processes and pushed towards new directions in play environments.
- Jay has led many organizations that have designed and built playspaces and equipment. He holds a lifetime achievement from Gymboree Play and Music for making this world a better place to play. For Jay, his work to help create the Magical Bridge Playgrounds is truly the realization of a long held dream to create a place where truly everyone plays.

#### Groundswell Design Landscape architects

Peter Jensen is been the key architect behind the Magical Bridge Playground designs. A founder and principal at Groundswell Design, Peter has been the Lead Manager for both private and public projects, including these public projects:

- Northwest Park – Las Vegas (2004)
- Jefferson Elementary School Playground – Santa Monica (2008)
- Eleanor Pardee Park Playground – Palo Alto (2011)
- Magical Bridge Playground – Palo Alto (2012)
- Bowden Park Playground – Palo Alto (2016)





Inclusive Playground  
Final Concept - Natural Stones, Trees And Animals  
Morgan Hill Community Park  
Morgan Hill, CA





## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Chris Ghione, Community Services Director

APPROVED BY: City Manager

## **OUTDOOR SPORTS CENTER UPDATE**

### **RECOMMENDATION(S)**

1. Direct staff to issue a Request for Proposals for operations at the Outdoor Sports Center;
2. Provide staff with direction on the guiding principles of the Request for Proposals; and
3. Adopt resolution amending the Fiscal Year 2017-18 Budget appropriating \$1,350,000 from the Park Maintenance Fund (302) for replacement of the artificial turf fields at the Outdoor Sports Center.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Maintaining Fiscal Responsibility  
Supporting Our Youth  
Seniors  
and Entire Community

#### **2017 Strategic Priorities**

Infrastructure

### **POLICY CONSIDERATIONS:**

The purpose of this report is to 1) seek City Council direction on issuing a Request for Proposals (RFP) for operations at the Outdoor Sports Center (OSC) and 2) appropriate funding to replace the artificial turf at the OSC. As part of this, the Council may want to consider the following policy considerations:

1. As part of an RFP, is it still a priority to balance community access with the ability to generate revenue?
2. What guiding principles should be included in the development of an RFP, to ensure desired long-term operations?
3. Should the City utilize Park Maintenance Funds (302) to replace the artificial turf fields, knowing it will accelerate the need to find an alternate funding strategy for Park Maintenance?

### **REPORT NARRATIVE:**

On May 17, 2017, the City Council received an update on the OSC. A link to that report is included as Attachment 1 and provides detailed background on the current status of the OSC. Since that time the concerns with the economic status of the operations and



the maintenance of the OSC has not changed significantly. The report tonight focuses on two specific aspects relating to the next steps in operations at the OSC. These include a recommendation to move forward with an RFP for operations at the facility and a recommendation to replace the artificial turf at the facility. While these two items are separate, they are linked through the importance of providing a useable facility for parties interested in operating the facility.

### **Request for Proposals**

The concessionaire agreement with the Morgan Hill Youths Sports Alliance (MHYSA) currently runs through June 2019. At the May 17 Council Meeting, the Council directed staff to provide additional detail on several elements before issuing an RFP. This direction included:

- Concern of ending up with the same business plan from RFP results
- Finding out what is “cutting edge” and innovative and looking for opportunities to move our facility in that direction
- Discussing revenue generation versus community access
- Facility improvements that could elevate the level of the facility
- Looking inward to determine City needs first

The intent of this section of the report is to address these areas for the Council, as staff continues to recommend that an RFP be issued. Attachment 2 outlines recommended guiding principles and outcomes for the RFP.

### Guiding Principles: Community Access and Economic Development

Over the last seven years the Outdoor Sports Center has become the most highly used local field facility within the City. It is the primary home for Orchard Valley Youth Soccer, Morgan Hill Raiders Pop Warner Football, and local youth lacrosse and field hockey groups. Over 4,000 hours of use occur from local sports groups. It is recommended that providing athletic fields for Morgan Hill community use for local organized sports groups be one of the guiding principles for future operations at the OSC.

The recently adopted Economic Development Blueprint identifies sports tourism as a major component. On February 22, the City Council received a Sports Market Business Strategy report. This report identified the OSC’s economic impact at a level that was less than anticipated. This lower than anticipated level of impact can be attributed to the recent reduction in the number of regional tournament events hosted. The report does identify an opportunity to increase this impact through improved coordination, operations, and improvements to the facility.

The two guiding principles are both important to the City and can contrast with each other. Staff believes both are equally important and balance in future operations should continue. Before embarking on the RFP process, Council should consider it if wants to move the needle in one direction or the other.

### Outcomes

Attachment 2 also identifies outcomes that would be anticipated from a future operator at the OSC. These outcomes will be used as the backbone of the RFP, providing

potential respondents with the details of the City's needs. In developing these outcomes, several factors have been taken into consideration. The "Basic Outcomes" are intended to improve upon the current operations and the "Additional Desired Outcomes" are intended to provide an open opportunity for respondents to bring new ideas forward.

#### Basic Outcomes

1. Balance community access with regional use
2. Operate the OSC without any city subsidy
3. Maintain the facility at an exceptional level
4. Provide sustainable, fiscally responsible, and transparent operations
5. Ensure a diverse mix of field use by sport type
6. Coordinate and manage event parking plans
7. Operations that integrate with:
  - a. City facilities, including the adjacent Morgan Hill Dennis Kennedy Aquatics Center
  - b. Local businesses and hotel operators
  - c. The future planned Destination Management Organization (as discussed in Sports Market Business Strategy Report – see link in Attachment 1)

#### Additional Desired Outcomes

1. Propose innovative facility use approaches and improvements; Potential approaches may include, but are not limited to:
  - a. Facility improvements to the OSC
  - b. Facility development at the OSC or on adjacent and nearby City owned or private property
  - c. The ability to work with the City or other partners/operators in overall management of facilities
  - d. Joint capital funding opportunities
2. Development of a funding mechanism for future planned maintenance and replacement
3. Open public (non-organized) use hours at the facility

#### Potential Respondents and Future Uses

There was some concern from Council with moving directly into an RFP process. However, a well-planned process will be the best way to determine which potential partners are able to present viable opportunities for the City. City staff have had discussions with a variety of groups that have expressed interest in operations of the OSC or development of facilities at or adjacent to the site, including:

- Professional facility operators
- Large youth sports organizations
- Private businesses interested in public private partnerships
- Local community members with sports management experience

The Sports Market Business Strategy has noted that flexible field facilities that can accommodate soccer and other field sports at a regional level are still viable for Morgan Hill and the region. The interest that staff has received from organizations reinforces

these findings. This combined with the high local need for field facilities, reinforces the need to continue offering sports fields at the site. Additionally, the MHYSA has recently partnered with an organization that has begun bringing in cricket to the facility.

The continued use of the grass fields for the site would not however prohibit other adjacent uses. Sand volleyball and indoor sports courts have been previously discussed through the Bikeways, Trails, Parks and Recreation Master Plan and the Sports Market Business Strategy. While City funding of those facilities is not available in the immediate future, the RFP process could be used to vet public private partnerships in these areas. Vetting of potential partner organizations will be crucial, as the results could lead to new opportunities, not only in management of field sports at the OSC, but also in development of other adjacent complimentary operations (indoor sports facilities, sand volleyball, etc.).

It should be recognized that there are funding constraints for the City in improving the OSC facility. The recently updated Parks and Recreation Capital Improvement Plan (CIP) shows many competing project priorities. While this report includes a recommendation for funding the artificial turf fields at the facility, City funding to renovate the entire facility is not planned.

City staff will also be prepared to provide a model for City operations of the OSC, however does not believe this to be the most fiscally prudent role for the City. However, the City could have a larger role in the future operations of the site in partnership with future operators. The RFP process would be designed to allow this consideration.

The City recently purchased ten acres of property directly adjacent to the site for additional parking and future recreation facilities. The City also owns 26 acres designated for a future ball field complex. While these sites are located in the County and have constraints, they would be included as optional components in the RFP process in the case there are innovative use or development opportunities associated with them and operations at the OSC.

#### RFP Process

The process would commence with a request for Letters of Interest (LOI) from potential respondents, before requiring a complete proposal. This would allow the City to receive an early look at which organizations would be able to bring varying attributes to the overall operation. This may further spark innovative operational partnerships between organizations and the City. The draft timeline for the process would be:

|                |                                                             |    |                |
|----------------|-------------------------------------------------------------|----|----------------|
| September 2017 | Request for Letters of Interest Opens                       |    |                |
| October 2017   | Letters of Interest Due                                     |    |                |
| November 2017  | Review<br>PRC<br>Council Review<br>Invitation for Proposals | of | LOIs<br>Review |

|                    |                                         |     |
|--------------------|-----------------------------------------|-----|
| January 2018       | Proposals<br>Review by PRC              | Due |
| February 2018      | Review by City Council                  |     |
| March – April 2018 | Agreement(s) negotiated with City Staff |     |
| May 2018           | Agreement(s) to City Council            |     |

It should be noted that the Parks and Recreation Commission has a sub-committee established to support this process.

## **REPLACEMENT OF ARTIFICIAL TURF FIELDS**

The artificial turf fields were installed nearly ten years ago with an anticipated life of ten years. Recent results of an assessment of the artificial turf fields has identified that the current soccer field is at the end of its life and that the football field may have one to two more years of life. With the fields near the end of their life expectancy and new products now available that can last much longer and be maintained much more easily, it will be most cost effective to replace the current turf fields. With the MHYSA having very limited financial resources, they will not be able to maintain the fields at a playable level for the remainder of the agreement. The cost to replace the fields is estimated at \$1,350,000.

Staff recommends funding the replacement of the fields from the Park Maintenance Fund (302). Fund 302 revenues are derived from the Residential Development Control System (RDCS) process and are voluntary payments that assist developers in gaining points for housing allocations. Beginning in Fiscal Year 2014-15, the City Council elected to implement a new park maintenance funding strategy to enhance operations and decrease the annual General Fund subsidy. The adopted strategy involved moving all Park Maintenance expenses to Fund 302 from the General Fund. The General Fund transfers \$200,000 annually to Fund 302 to support Park Maintenance, which has a total budget of \$933,000 for Fiscal Year 2017-18. The strategy is intended to utilize a portion of Fund 302 fund balance each year, and is sustainable for an extended period into the future.

Due to higher than anticipated funding from point purchases associated with development, Fund 302 increased from \$4.9 million in July 2014 to an estimated beginning fund balance of \$5.5 million in July 2017. However, with the new RDCS and planned reduction in annual RDCS allocations, it is not anticipated that growth in the fund balance will continue.

The anticipated ending balance for Fund 302 for Fiscal Year 2017-18 is \$5,290,000, which currently includes one-time funding for Villa Mira Monte maintenance of \$142,000. Should the Council approve staff's recommendation to fund the turf replacement, the anticipated ending Fiscal Year 2017-18 fund balance would be \$3,940,000. While this balance is still healthy, the current strategy of slowly drawing on

the fund balance to support Park Maintenance would be impacted. This would require an alternate strategy for funding Park Maintenance to be developed sooner.

Staff recommends moving forward with the replacement of the turf from Fund 302, as it is the most appropriate funding source for the project. Without this replacement, the fields would become unusable within the current fiscal year. If the funding is approved by Council, staff will begin working on a formal project schedule that considers existing reservations and other potential impacts of having the two fields closed for multiple months.

#### **COMMUNITY ENGAGEMENT: Consult**

City teammates intend to reach out to local stakeholders, including youth sports organizations, hotels, and other interested groups to take input before developing the RFP.

#### **ALTERNATIVE ACTIONS:**

The Council may provide staff with further direction as it relates to plans for operations of the OSC. This could include directing staff to present a City staff operating model or other method for future operations.

#### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

- May 19, 2010 - Selected the MHYSA as the operator of the OSC
- June 16, 2010 - Approved the Concessionaire Agreement with the MHYSA
- June 19, 2013 - Approved First Amendment to Concessionaire Agreement with the MHYSA
- September 24, 2014 - Audits of MHYSA operations of OSC presented
- October 1, 2014 - Council received OSC operations update and directed staff to offer the MHYSA a one year extension to the Concessionaire Agreement
- December 3, 2014 – Council approved Second Amendment to the Concessionaire Agreement with the MHYSA extending it for one year through June 2016
- February 17, 2015 – The Parks and Recreation Commission reviewed operations and made a recommendation to Council on future OSC operations
- March 4, 2015 – Council directed staff to negotiate an agreement extension with the MHYSA
- May 18, 2016 – City approved Third Amendment to the Concessionaire Agreement with the MHYSA extending it for an additional three years and updating various provisions.
- May 17, 2017 – City staff presented an update on OSC operations and made recommendations on future operations (Attachment 1).

#### **FISCAL AND RESOURCE IMPACT:**

City staff recommends the City Council appropriate \$1,350,000 for replacement of the artificial turf fields at the OSC from the Park Maintenance Fund (302). The specific implications of utilizing this fund are outlined in the narrative of the report.

#### **CEQA (California Environmental Quality Act):**

## Categorical Exemption

The planned maintenance and management of city facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities. This exemption would be utilized for the replacement of the artificial turf. Should improvements be proposed through the RFP process, appropriate environmental review would be conducted to meet CEQA requirements.

### **LINKS/ATTACHMENTS:**

1. Attachment 1 (LINK) - May 17 Staff Report
2. Attachment 2 - OSC RFP Principles and Outcomes
3. Attachment 3 - Resolution OSC Turf Fields Appropriation
4. Attachment 4 - FY18 OSC Turf Fields Replacement Fund 302



## Outdoor Sports Center Request for Proposals Principles and Outcomes

### Guiding Principles

1. Provide athletic facilities for Morgan Hill community use for local organized sports groups.
2. Maximize the economic impact of the Outdoor Sports Center for the City of Morgan Hill.

### Basic Outcomes

1. Balance community access with regional use
2. Operate without any city subsidy
3. Maintain the facility at an exceptional level
4. Provide sustainable, fiscally responsible, and transparent operations
5. Ensure a diverse mix of field use by sport type
6. Coordinate and manage event parking plans
7. Operations that integrate with:
  - a. City facilities, including the adjacent Morgan Hill Dennis Kennedy Aquatics Center.
  - b. Local businesses and hotel operators
  - c. The future planned Destination Management Organization

### Additional Desired Outcomes

1. Propose innovative facility use approaches and improvements;
2. Potential approaches may include, but are not limited to:
  - a. Facility improvements to the Outdoor Sports Center
  - b. Facility development at the Outdoor Sports Center or on adjacent and nearby City owned or private property
  - c. The ability to work with the City or other partners/operators in overall management of facilities
  - d. Joint capital funding opportunities
3. Development of a funding mechanism for future planned maintenance and replacement
4. Open public (non-organized) use hours at the facility

The outcomes outlined above are intended to provide a basic framework for what the City would like to achieve through the RFP process. It will not be required that all proposals meet all desired outcomes. The process will be open to allow for a single entity to take on all responsibility for operations or for multiple entities to work collaboratively to operate the site.

## RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2017-18 BUDGET IN FUND 302 (PARK MAINTENANCE) TO APPROPRIATE \$1,350,000 THEREFOR

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting the approval of an amendment to the City's Budget for Fiscal Year 2017-18 described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled "Outdoor Sports Center Next Steps" submitted for City Council consideration at its meeting of July 19, 2017, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, recommended amendments are needed and proposed to the City's previously adopted Annual Budget for Fiscal Year 2017-18, as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

WHEREAS, the activities allowed under this Resolution do not constitute a project under the provisions of California Environmental Quality Act of 1970; and

WHEREAS, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the City Council determines that adoption of this Resolution is in the public interest.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the City's previously adopted Fiscal Year 2017-18 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and
- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2017-18 Budget of City.

Section 3. This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Morgan Hill at its meeting held on this 19<sup>th</sup> day of July, 2017 by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

**COUNCIL MEMBERS:**  
**COUNCIL MEMBERS:**  
**COUNCIL MEMBERS:**  
**COUNCIL MEMBERS:**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Steve Tate, MAYOR**

**∞ CERTIFICATION ∞**

**I, Irma Torrez, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No.XXXX , adopted by the City Council at the meeting held on July 19, 2017.

**WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Irma Torrez, CITY CLERK**

Attachment: Attachment 3 - Resolution OSC Turf Fields Appropriation (1323 : OSC Next Steps)

## AGENDA BUDGET SCORECARD

FISCAL YEAR 2017-18

ADJUSTMENT #

006

FUND:

DEPARTMENT:

OBJECT:

|       |                       |
|-------|-----------------------|
| 302   | Park Maintenance Fund |
| 8030  | Park Maintenance      |
| 86360 | CONSTRUCTION          |

AGENDA DATE:

AGENDA ITEM TITLE:

|                             |
|-----------------------------|
| 07/19/17                    |
| OSC Turf Fields Replacement |

|                                                     | 07/01/17<br>PROJECTED<br>BEGINNING<br>FUND<br>BALANCE | ESTIMATED<br>REVENUES | AMENDED<br>APPROPRI-<br>ATIONS | 06/30/18<br>PROJECTED<br>ENDING<br>FUND<br>BALANCE |
|-----------------------------------------------------|-------------------------------------------------------|-----------------------|--------------------------------|----------------------------------------------------|
| ORIGINAL BUDGET                                     | 5,502,615                                             | 888,026               | 958,151                        | 5,432,490                                          |
| CUMULATIVE REVISIONS PRIOR<br>TO RECOMMENDED ACTION | -                                                     | -                     | 142,000                        | (142,000)                                          |
| RECOMMENDED ACTION                                  | -                                                     | -                     | 1,350,000                      | (1,350,000)                                        |
| RESULT OF RECOMMENDED ACTION                        | <u>5,502,615</u>                                      | <u>888,026</u>        | <u>2,450,151</u>               | <u>3,940,490</u>                                   |

Attachment: Attachment 4 - FY18 OSC Turf Fields Replacement Fund 302 (1323 : OSC Next Steps)



## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: Anthony Eulo, Program Administrator

APPROVED BY: City Manager

## **2017 HAZARDOUS VEGETATION PROGRAM CHARGES**

### **RECOMMENDATION(S)**

1. Open/Close Public Hearing;
2. Adopt resolution A ordering the Final Report on the 2017 Weed and Brush Abatement Program Assessment Report – Program Charges to be transmitted to the Santa Clara County Assessor's Office and that liens be posted against the properties on the report, excluding Assessor Parcel Numbers (APN) struck out of the attached list; and
3. Adopt resolution B ordering the Final Report on the 2017 Weed and Brush Abatement Program Assessment Report – Program Charges to be transmitted to the Santa Clara County Assessor's Office and that liens be posted against the properties on the report, excluding Assessor Parcel Numbers (APN) struck out of the attached list.

## **COUNCIL PRIORITIES, GOALS & STRATEGIES**

### **Ongoing Priorities**

Enhancing Public Safety

### **REPORT NARRATIVE:**

Since 1995, the City's Hazardous Vegetation Management Program has been administered through a contract with Santa Clara County. The County's Department of Agriculture Weed Abatement identifies properties in Morgan Hill with hazardous vegetation and/or weeds/brush and notifies the property owners. The property owners are given a specific timeline to remove the vegetation and, if they do not, a contractor, selected by the County, removes the vegetation. The cost for the abatement is then passed on to the owner as an assessment on their property tax bill. A parallel inspection process is led by the Morgan Hill Fire Department for hazardous vegetation classified as "brush" due to its proximity to structures and location in the wildland urban interface.

The weed abatement program started with 323 parcels identified this year and the brush abatement program identified an additional list of 60 parcels of concern. The majority of these parcels were addressed by the property owners in a timely manner. The purpose of this public hearing is to hear public comments about the assessment of 2017 program charges for the 297 parcels with program charges listed on Exhibit A. The number of parcels has been reduced from 323 to 297 because some of the parcels have been transferred to the brush abatement program and others have been developed so that they no longer pose a likely weed concern. The remaining 297



parcels have program charges for one or more of the following circumstances:

- All active parcels now have an annual fee of \$60
- Failed inspection (\$485 fee)
- Abatement work performed (\$434 fee in addition to contractor's charges)

Due to abatement work that occurs late in the fiscal year, Exhibit A does not necessarily include all abatement charges for work conducted in 2017. These charges, which are not yet finalized, will carryover to 2018 and will be in next year's program.

Following the public hearing, the final stage of the 2017 Weed and Brush Abatement Program is for the Council to order that the abatement expenses be assessed against the property owners' tax bill. This is accomplished by adopting the attached resolutions. The resolutions authorize the transmission of the 2017 Weed and Brush Abatement Program Final Assessment Report to the Santa Clara County Assessor's Office, and requests that liens be posted against the properties listed on the Report. This action must be completed in early August.

### **Public Notification**

This public hearing was properly noticed over ten days in advance of the public hearing and the list of affected parcels was posted outside the City Council Chamber accordingly. In addition, courtesy letters notifying the property owners of this public hearing were mailed out on July 6.

Since several customers reported that they had no recollection of receiving the initial notification letters in the past, staff improved the customer notification process by using newly labeled envelopes and also completing the mailing using an affidavit of mailing process. Furthermore, at the suggestion of one customer, those parcels falling under both the weed and brush abatement programs now benefit from a unified administrative process in which the City's Fire Marshal coordinates the customer response and inspection. This unified approach should eliminate the confusion that could result from getting direction from two different organizations on a similar issue.

### **COMMUNITY ENGAGEMENT: Empower**

The hazardous vegetation abatement program relies on a full range of community engagement approaches. Much of it begins when the County Program or City Fire Department informs a property owner that a hazardous situation has been observed on its property. The notification packet is attached. The owner is given several months during which he or she may consult and work together with program staff to understand the process and the needed remedies. Ultimately, each property owner is invited and empowered to remedy the hazardous vegetation and/or weeds/brush themselves in order to minimize their program charges while maintaining public safety. In addition, many of the properties on the original list get onto the list as a result of a complaint from a community member about a hazardous situation.

### **ALTERNATIVE ACTIONS:**

The distinct purpose of this public hearing is to give the City Council an opportunity to hear any concerns that property owners have about proposed charges. In considering these concerns, the Council may choose to amend or not approve the charges proposed for a particular property. Not approving charges will reduce program revenues which may ultimately result in increased charges to the City's General Fund if programwide revenues are inadequate to fund programwide costs.

**PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

This is a process that repeats annually and the Council last considered program charges in 2016. For this year's program, the Council authorized the County to commence the program on February 1, 2017.

**FISCAL AND RESOURCE IMPACT:**

The Hazardous Vegetation Management Program is user fee supported. The per-lot assessment includes costs for doing the vegetation and brush control work plus the overhead cost to administer the program. As the County has found that its revenues in the past were not always adequate to support the program, the Board of Supervisors has adopted a fee schedule designed to achieve full cost recovery and has shifted ultimate fiscal responsibility to participating jurisdictions. If the County determines that programwide revenues in a given year were insufficient to cover programwide costs, the jurisdictions participating in the program will be billed for their prorata share of the shortfall. Overseeing the City's responsibilities related to this program is an activity included in the Community Services Department and Fire Department work programs.

**CEQA (California Environmental Quality Act):**

Categorical Exemption

These activities are categorically exempt from environmental review under the California Environmental Quality Act pursuant to California Code of Regulations, Title 21, Sections 15304 (Minor Alterations to Land) and 15308 (Actions by Regulatory Agencies for Protection of the Environment).

**LINKS/ATTACHMENTS:**

1. Exhibit A
2. Resolution A
3. Address List (Exhibit A) for Resolution A
4. Resolution B
5. Address List (Exhibit A) for Resolution B
6. Customer Notification Packet
7. Resident Correspondence

# 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

### Assessment Report

| SitUS |                    | APN        | OWNER ADDRESS                         |                             |                |            | TAX ROLL<br>AMT | TRA  |
|-------|--------------------|------------|---------------------------------------|-----------------------------|----------------|------------|-----------------|------|
| 1     | Monterey           | 725-01-018 | Luckyshing Llc                        | 950 S 3rd St                | SAN JOSE       | 95112-5839 | \$60.00         | 4011 |
| 2     | Laurel             | 726-01-008 | Derosé, David J                       | 1734 Woodhaven Wy           | OAKLAND        | 94611      | \$60.00         | 4002 |
| 3     | Diana              | 726-02-007 | Tsai Young H And So M Et Al           | 3 Ferrand                   | NEWPORT COAST  | 92657      | \$545.00        | 4002 |
| 4     | Dunne              | 726-02-012 | Wu Tzwu-chwan And Mei-tsu K           | 1441 Huntington Dr Ste 226  | SOUTH PASADENA | 91030      | \$60.00         | 4002 |
| 5     | No Situs           | 726-02-016 | Hung Wen Jung                         | 179 Cuesta De Los Gatos Way | LOS GATOS      | 95032      | \$545.00        | 4002 |
| 6     | 690 Diana          | 726-06-012 | Guzman Ricardo A And Avila Nora       | 690 Diana Ave               | MORGAN HILL    | 95037-4409 | \$60.00         | 4002 |
| 7     | 17364 Walnut Grove | 726-07-021 | Deluke Company Ltd                    | 535 Arrastadero Rd          | PALO ALTO      | 94306      | \$545.00        | 4003 |
| 8     | No Situs           | 726-07-023 | Healey Timothy J And Mcgettigan       | 4132 De Mille Dr            | SAN JOSE       | 95117-3101 | \$545.00        | 4003 |
| 9     | 17374 Walnut Grove | 726-07-089 | Light Of The World Apostolic Church   | 4814 Wellington Park Dr     | SAN JOSE       | 95136-2945 | \$545.00        | 4003 |
| 10    | Diana              | 726-09-002 | Grossweiler Donald Trustee & Et Al    | 3414 Royal Meadow Ln        | SAN JOSE       | 95135      | \$545.00        | 4002 |
| 11    | 585 Caprice        | 726-10-048 | Wheat Richard C And Lynn              | 585 Caprice Ct              | MORGAN HILL    | 95037-3721 | \$60.00         | 4003 |
| 12    | Monterey           | 726-23-020 | Eca Partners Llc                      | 15700 Winchester Blvd       | LOS GATOS      | 95030-3305 | \$60.00         | 4001 |
| 13    | Monterey           | 726-25-004 | Kb Home South Bay Inc.                | 5000 Executive Pkwy Ste 125 | SAN RAMON      | 94583      | \$60.00         | 4001 |
| 14    | 18110 Monterey     | 726-25-006 | Dobkin Robert C Trustee & Et Al       | 18805 Adams Ct #130         | MORGAN HILL    | 95037      | \$60.00         | 4011 |
| 15    | No Situs           | 726-25-026 | Jorstad Laurence F And Terri L        | 8700 Satterlee Ln           | GILROY         | 95020-9047 | \$60.00         | 4101 |
| 16    | 18190 Butterfield  | 726-25-062 | Morgan Hill Butterfield Self-storage, | 22 S Santa Cruz Ave 2nd Flr | LOS GATOS      | 95030      | \$60.00         | 4101 |
| 17    | 18160 Butterfield  | 726-25-063 | Morgan Hill Butterfield Self-storage, | 22 S Santa Cruz Ave 2nd Flr | LOS GATOS      | 95030      | \$60.00         | 4101 |
| 18    | Central            | 726-26-005 | Lovelace Richard K And Starla J       | 6698 Hampton Dr             | SAN JOSE       | 95120-5535 | \$60.00         | 4002 |

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|       |               |            |                                    |                         |               |            | TAX ROLL |      |
|-------|---------------|------------|------------------------------------|-------------------------|---------------|------------|----------|------|
| Situs |               | APN        | OWNER ADDRESS                      |                         |               |            | AMT      | TRA  |
| 19    | Butterfield   | 726-26-008 | Hu Chin H And Mei C Trustee        | 7169 Glenview Dr        | SAN JOSE      | 95120-0000 | \$60.00  | 4002 |
| 20    | Jarvis        | 726-30-012 | Shoe Palace Corp. Att: George      | 755 Jarvis Dr           | MORGAN HILL   | 95037      | \$60.00  | 4101 |
| 21    | Jarvis        | 726-30-013 | Bridge Group Invs Llc              | 300 Enzo Dr             | MORGAN HILL   | 95037      | \$60.00  | 4101 |
| 22    | 18355 Sutter  | 726-31-004 | Anritsu U S Holding Inc            | 490 Jarvis Dr           | MORGAN HILL   | 95037-2809 | \$60.00  | 4101 |
| 23    | No Situs      | 726-31-038 | Kalman Alan D And Freia G Trustee  | 6337 Pancho Ct          | SAN JOSE      | 95123-4865 | \$545.00 | 4101 |
| 24    | Jarvis        | 726-32-021 | Cochrane Road Invrs Llc            | 1690 Dell Ave           | CAMPBELL      | 95008-6902 | \$60.00  | 4101 |
| 25    | 675 Jarvis    | 726-32-025 | M West Propco Xxiii Llc            | 575 Market St #3500     | SAN FRANCISCO | 94105      | \$60.00  | 4101 |
| 26    | 18635 Madrone | 726-33-025 | Mauro John J Jr And Fedotova Sofia | 8685 Larkspur Ln        | GILROY        | 95020-0000 | \$60.00  | 4100 |
| 27    | 850 Lightpost | 726-33-026 | River Park Hospitality Inc         | Pobox 2700              | FRESNO        | 93745      | \$60.00  | 4100 |
| 28    | 735 Cochrane  | 726-33-029 | Madrone Village Shopping           | 1960 The Alameda Ste 20 | SAN JOSE      | 95126      | \$545.00 | 4100 |
| 29    | 225 Cochrane  | 726-34-006 | Tasca Cassandra Trustee            | 705 Christine Dr        | PALO ALTO     | 94303-4443 | \$60.00  | 4011 |
| 30    | 100 Cochrane  | 726-34-007 | South Abbott Llc                   | 400 Cochrane Cir        | MORGAN HILL   | 95027-0000 | \$60.00  | 4011 |
| 31    | 320 Cochrane  | 726-34-013 | Thoits Bros Inc                    | 629 Emerson St          | PALO ALTO     | 94301      | \$60.00  | 4011 |
| 32    | 440 Cochrane  | 726-34-016 | Thoits Bros Inc                    | 629 Emerson St          | PALO ALTO     | 94301      | \$60.00  | 4011 |
| 33    | 480 Cochrane  | 726-34-017 | Thoits Bros Inc                    | 629 Emerson St          | PALO ALTO     | 94301      | \$60.00  | 4011 |
| 34    | 875 Lightpost | 726-35-015 | Tbi-mission West Ii Llc            | 1960 The Alameda Ste 20 | SAN JOSE      | 95126      | \$545.00 | 4100 |
| 35    | 18645 Madrone | 726-35-020 | Tbi-mission West Ii Llc            | 1960 The Alameda Ste 20 | SAN JOSE      | 95126      | \$60.00  | 4100 |
| 36    | No Situs      | 726-35-021 | Tbi-mission West Ii Llc            | 1960 The Alameda Ste 20 | SAN JOSE      | 95126      | \$545.00 | 4100 |

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City of Morgan Hill  
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|    | Situs |             | APN        | OWNER ADDRESS                  |                         |              |            | TAX ROLL<br>AMT | TRA  |
|----|-------|-------------|------------|--------------------------------|-------------------------|--------------|------------|-----------------|------|
| 37 | 18640 | Madrone     | 726-35-028 | Tbi-mission West Ii Llc        | 1960 The Alameda Ste 20 | SAN JOSE     | 95126      | \$545.00        | 4100 |
| 38 | 19095 | Rose        | 726-36-005 | Hu Weibiao Trustee & Et Al     | 1800 E Middle Ave       | SAN MARTIN   | 95046      | \$60.00         | 4011 |
| 39 |       | Rose        | 726-36-007 | Magincalda Leroy J Et Al       | 4475 E Woodward Rd      | MANTECA      | 95337      | \$60.00         | 4011 |
| 40 |       | Ginger      | 726-36-057 | Walton Gary A And Jean M       | Po Box 1265             | MORGAN HILL  | 95038-1265 | \$60.00         | 4011 |
| 41 |       | No Situs    | 726-36-078 | Murray Scott                   | 19190 Rose Ln           | MORGAN HILL  | 95037-2711 | \$60.00         | 4011 |
| 42 | 19210 | Monterey    | 726-41-065 | Saraydarpour Javad             | P O Box 26545           | SAN JOSE     | 95159      | \$1,553.32      | 4011 |
| 43 | 17200 | Kruse Ranch | 728-01-001 | Valencia Olivia & Everardo T   | 10806 Kirby Av          | MORGAN HILL, | 95037-9326 | \$1,180.44      | 4003 |
| 44 | 17101 | Kruse Ranch | 728-01-002 | Kruse Neil D Trustee & Et Al   | 4537 Winding Way        | SAN JOSE     | 95129-4351 | \$60.00         | 4003 |
| 45 | 2275  | Dunne       | 728-02-003 | Truong Mai Toan And Tran Hung  | P.o. Box 32957          | SAN JOSE     | 95132      | \$60.00         | 4003 |
| 46 | 17383 | Jean        | 728-07-053 | De-la-o Gil A And Connie Et Al | 17383 Jean Ct           | MORGAN HILL  | 95037-3365 | \$60.00         | 4003 |
| 47 |       | No Situs    | 728-11-026 | Hanalei Land Co Llc            | 720 San Marcos Ct       | MORGAN HILL  | 95037-5224 | \$60.00         | 4003 |
| 48 |       | Diana       | 728-17-030 | Patel Pravin M And Manjula P   | 14100 Murphy Ave        | SAN MARTIN   | 95046-9581 | \$60.00         | 4003 |
| 49 | 145   | Cochrane    | 728-31-015 | Llagas Llc                     | 440 N 1st St Ste 200    | SAN JOSE     | 95112      | \$60.00         | 4003 |
| 50 | 1485  | Cochrane    | 728-36-012 | M V S Company                  | P.o. Box 2067           | SARATOGA     | 95070      | \$545.00        | 4006 |
| 51 | 1465  | Cochrane    | 728-36-016 | Standard Pacific Corp.         | 4750 Willow Rd Ste 150  | PLEASANTON   | 94588      | \$60.00         | 4006 |
| 52 |       | No Situs    | 728-37-026 | Morgan Hill Retail Venture Lp  | 1556 Parkside Dr        | WALNUT CREEK | 94596      | \$60.00         | 4006 |
| 53 |       | No Situs    | 728-37-048 | Morgan Hill Retail Venture Lp  | 1556 Parkside Dr        | WALNUT CREEK | 94596      | \$60.00         | 4006 |
| 54 |       | No Situs    | 728-37-067 | Morgan Hill Retail Venture Lp  | 1556 Parkside Dr        | WALNUT CREEK | 94596      | \$60.00         | 4006 |

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| Situs |                    | APN        | OWNER ADDRESS                     |                       |              |            | TAX ROLL<br>AMT | TRA  |
|-------|--------------------|------------|-----------------------------------|-----------------------|--------------|------------|-----------------|------|
| 55    | No Situs           | 728-37-069 | Morgan Hill Retail Venture Lp     | 1556 Parkside Dr      | WALNUT CREEK | 94596      | \$60.00         | 4006 |
| 56    | 3035 Thomas Grade  | 729-02-006 | Latshaw Laura L Et Al             | 3035 Thomas Grade     | MORGAN HILL  | 95037-6712 | \$60.00         | 4003 |
| 57    | 2795 Thomas Grade  | 729-02-014 | Bahrainy Rashid                   | 2795 Thomas Grade     | MORGAN HILL  | 95037-6717 | \$60.00         | 4003 |
| 58    | 17055 Oak Leaf     | 729-05-017 | Schmidt Lee A Trustee & Et Al     | 17105 Rosemary Cir    | MORGAN HILL  | 95037-0000 | \$60.00         | 4003 |
| 59    | 17095 Oak Leaf     | 729-05-019 | Thibault Robert B And Christina E | 17095 Oak Leaf Dr     | MORGAN HILL  | 95037-6622 | \$60.00         | 4003 |
| 60    | 3215 Lori          | 729-05-031 | Salamon Sammy And Deborah         | 3215 Lori Dr          | MORGAN HILL  | 95037-0000 | \$60.00         | 4006 |
| 61    | 3205 Lori          | 729-05-032 | Hyndman Michael A And Natasha V   | 3205 Lori Dr          | MORGAN HILL  | 95037-0000 | \$60.00         | 4006 |
| 62    | 16580 Rustling Oak | 729-08-023 | Steenhuis Johannes And Juli A     | 731292 Ilau St        | KAILUA KONA  | 96740-9335 | \$60.00         | 4003 |
| 63    | 16665 Oak View     | 729-10-031 | Ho Hien And Karlene T             | 16665 Oak View Cir    | MORGAN HILL  | 95037-0000 | \$60.00         | 4003 |
| 64    | 3005 Dunne         | 729-10-036 | Dickerman Darko                   | 3005 E Dunne Ave      | MORGAN HILL  | 95037-6708 | \$60.00         | 4003 |
| 65    | 3015 Dunne         | 729-10-037 | Bowers Kyle                       | 3015 E Dunne Ave      | MORGAN HILL  | 95037-6708 | \$60.00         | 4003 |
| 66    | 16595 Oak View     | 729-11-003 | Mendizabal Albert And Bette C     | 13578 Marmont Way     | SAN JOSE     | 95127-3734 | \$545.00        | 4003 |
| 67    | 16460 Circle       | 729-11-010 | Vogel Thomas A And Paula J        | 16460 Circle Ln       | MORGAN HILL  | 95037-6911 | \$60.00         | 4003 |
| 68    | 16815 Jackson Oaks | 729-12-008 | Sloan Brandon D                   | 16815 Jackson Oaks Dr | MORGAN HILL  | 95037-6927 | \$60.00         | 4003 |
| 69    | 16815 Oak View     | 729-12-016 | Corte Raymond L And Marcia A      | 16725 Oak View Cir    | MORGAN HILL  | 95037-0000 | \$60.00         | 4003 |
| 70    | 3305 Oakwood       | 729-15-003 | Gorski John W And Barbara-gorski  | 3305 Oakwood Ct       | MORGAN HILL  | 95037-6924 | \$505.50        | 4003 |
| 71    | 3320 Oakwood       | 729-15-019 | Wagster James A And Cynthia D     | P O Box 2155          | MORGAN HILL  | 95037      | \$545.00        | 4003 |
| 72    | 3495 Oakwood       | 729-16-002 | Kobold Mary A Trustee             | 3495 Oakwood Ct       | MORGAN HILL  | 95037-6922 | \$60.00         | 4003 |

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|    | Situs |              | APN        | OWNER ADDRESS                       |                       |             |            | TAX ROLL<br>AMT | TRA  |
|----|-------|--------------|------------|-------------------------------------|-----------------------|-------------|------------|-----------------|------|
| 73 | 16275 | Oak Canyon   | 729-17-012 | Sherman House Assocs Lp             | 4030 E Dunne Ave      | MORGAN HILL | 95037      | \$60.00         | 4006 |
| 74 | 16475 | Jackson Oaks | 729-18-006 | Dao Tram Et Al                      | 11236 Palos Verdes Ct | CUPERTINO   | 95014      | \$60.00         | 4003 |
| 75 | 16335 | Jackson Oaks | 729-18-015 | Marin Theresa J Trustee             | 1005 Summerview Dr    | SAN JOSE    | 95132-2951 | \$545.00        | 4006 |
| 76 | 16325 | Jackson Oaks | 729-18-016 | Konigsberg Robert J Trustee & Et Al | 418 San Benito Ave    | LOS GATOS   | 95030-5305 | \$545.00        | 4006 |
| 77 | 16450 | Jackson Oaks | 729-18-030 | Beelaard Sarah E And Andrew S       | 16450 Jackson Oaks Dr | MORGAN HILL | 95037-6902 | \$565.00        | 4003 |
| 78 | 16460 | Jackson Oaks | 729-18-031 | Halvorsen Jan T Trustee             | 16460 Jackson Oaks Dr | MORGAN HILL | 95037-6902 | \$485.00        | 4003 |
| 79 | 3490  | Oak Hill     | 729-20-003 | Jackson Oaks Assn                   | Po Box 518            | MORGAN HILL | 95038-0518 | \$545.00        | 4006 |
| 80 | 16050 | Jackson Oaks | 729-21-018 | Gephart Laurel R Trustee            | 16080 Jackson Oaks Dr | MORGAN HILL | 95037-6806 | \$60.00         | 4006 |
| 81 | 15855 | Jackson Oaks | 729-24-014 | Saffarian Patrick E And Johana P    | 15855 Jackson Oaks Dr | MORGAN HILL | 95037-6803 | \$60.00         | 4006 |
| 82 | 3765  | Ridgeview    | 729-24-023 | Graves Ernest P Trustee             | 3765 Ridgeview Ct     | MORGAN HILL | 95037-6820 | \$60.00         | 4006 |
| 83 | 3753  | Ridgeview    | 729-24-025 | Marriotti Trust                     | 3525 E Cortez St      | WEST COVINA | 91791      | \$60.00         | 4006 |
| 84 | 15940 | Jackson Oaks | 729-24-037 | Fisher David M And Dean Julie       | 15940 Jackson Oaks Dr | MORGAN HILL | 95037-6824 | \$60.00         | 4006 |
| 85 |       | Dunne        | 729-26-002 | Unger Eugene C And Rose A Trustee   | 134 Vista Del Campo   | LOS GATOS   | 95030-0000 | \$545.00        | 4006 |
| 86 | 17064 | Shady Lane   | 729-29-017 | Hanson Bryan F And Mikeal K         | 111 Locust Ave        | HOLLISTER   | 95023-3536 | \$60.00         | 4006 |
| 87 | 17085 | Copper Hill  | 729-30-008 | Liang David Bo And He You           | 17085 Copper Hill Dr  | MORGAN HILL | 95037-6502 | \$60.00         | 4006 |
| 88 | 3210  | Quail        | 729-33-026 | Sweeney Joseph P Iv And Jennifer M  | 3210 Quail Ln         | MORGAN HILL | 95037-6413 | \$545.00        | 4006 |
| 89 | 17205 | Quail        | 729-33-029 | Guerrero Juan C And Shelly D        | 17205 Quail Ct        | MORGAN HILL | 95037-6419 | \$60.00         | 4006 |
| 90 | 17215 | Quail        | 729-33-031 | Twardus Christopher And             | 17215 Quail Ct        | MORGAN HILL | 95037-6419 | \$60.00         | 4006 |

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| Situs |       |            | APN        | OWNER ADDRESS                       |                    |             |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|------------|------------|-------------------------------------|--------------------|-------------|------------|-----------------|------|
| 91    | 3271  | Quail      | 729-34-004 | Capilla Kelly M                     | 5345 Sonoma Dr     | PLEASANTON  | 94566      | \$60.00         | 4006 |
| 92    | 17280 | Lake View  | 729-34-011 | Pratt Barbara G Trustee             | 17280 Lake View Dr | MORGAN HILL | 95037-6425 | \$60.00         | 4006 |
| 93    | 3440  | Blue Grass | 729-34-025 | Christman Phillip E Trustee & Et Al | 3440 Blue Grass Ct | MORGAN HILL | 95037-6417 | \$60.00         | 4006 |
| 94    | 17221 | Quail      | 729-35-002 | Bell Roger G And Penelope L         | 17221 Quail Ct     | MORGAN HILL | 95037-6419 | \$60.00         | 4006 |
| 95    | 17231 | Quail      | 729-35-003 | Suchomel Frank R And Shirley D      | 17231 Quail Ct     | MORGAN HILL | 95037-6419 | \$60.00         | 4006 |
| 96    | 17241 | Quail      | 729-35-004 | Perry Gordon W And Aimee L          | 17241 Quail Ct     | MORGAN HILL | 95037-6419 | \$60.00         | 4006 |
| 97    | 17245 | Quail      | 729-35-005 | Castro Irene Et Al                  | 2723 Keppler Ct    | SAN JOSE    | 95148-3411 | \$60.00         | 4006 |
| 98    | 17246 | Quail      | 729-35-007 | Winstead Donald D Et Al             | 3337 W Lucia Dr    | PHOENIX     | 85083-5885 | \$60.00         | 4006 |
| 99    | 17200 | Quail      | 729-35-012 | Haskell James And Vartanian         | 17200 Quail Ct     | MORGAN HILL | 95037-6412 | \$60.00         | 4006 |
| 100   | 3110  | Quail      | 729-35-014 | Aochi Robert And Amy O              | 3110 Quail Ln      | MORGAN HILL | 95037-6414 | \$1,232.60      | 4006 |
| 101   | 17326 | Lake View  | 729-35-017 | Farzanfar Babak And Fang Guanjun    | 17326 Lake View Dr | MORGAN HILL | 95037-6424 | \$60.00         | 4006 |
| 102   | 17350 | Lake View  | 729-35-024 | Rodriguez, Theodore J               | 17350 Lake View Dr | MORGAN HILL | 95037-6423 | \$60.00         | 4006 |
| 103   | 3425  | Lava Rock  | 729-35-027 | Chipman David H And Jane C          | 3425 Lava Rock Ct  | MORGAN HILL | 95037-6411 | \$545.00        | 4006 |
| 104   | 17507 | Holiday    | 729-38-001 | Kaiser Thomas B And Phyllis H       | 17507 Holiday Dr   | MORGAN HILL | 95037-6319 | \$60.00         | 4006 |
| 105   | 17451 | Holiday    | 729-38-028 | Smith Warren J And Diana L          | 17451 Holiday Dr   | MORGAN HILL | 95037-6512 | \$60.00         | 4006 |
| 106   | 17515 | Holiday    | 729-40-002 | Morrell Ronald W And Marilyn S      | 17515 Holiday Dr   | MORGAN HILL | 95037-6319 | \$60.00         | 4006 |
| 107   | 17460 | Lake View  | 729-41-019 | Bach Joseph And Lanae               | 17460 Lake View Dr | MORGAN HILL | 95037-0000 | \$60.00         | 4006 |
| 108   | 17450 | Lake View  | 729-41-020 | Emanuel Mark A                      | 17450 Lake View Dr | MORGAN HILL | 95037-6409 | \$60.00         | 4006 |

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### Assessment Report

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|-------|-------|---------------|------------|--------------------------------------|-----------------------|-------------|------------|-----------------|------|
| 109   | 17461 | Lake View     | 729-41-029 | Boulger Quin And Lisa                | 17461 Lake View Dr    | MORGAN HILL | 95037-6410 | \$60.00         | 4006 |
| 110   | 17471 | Lake View     | 729-41-030 | Guy Richard W Jr And Kay Amy F       | 17471 Lake View Dr    | MORGAN HILL | 95037-6410 | \$60.00         | 4006 |
| 111   | 17765 | Holiday       | 729-42-021 | Holm Dan B                           | 17765 Holiday Dr      | MORGAN HILL | 95037-6317 | \$60.00         | 4006 |
| 112   | 17775 | Holiday       | 729-42-022 | Ramanujam Madhusudhanan And          | 17775 Holiday Dr      | MORGAN HILL | 95037-6317 | \$60.00         | 4006 |
| 113   | 17785 | Holiday       | 729-42-023 | Oliveira Sergio S And Danielle M     | 17785 Holiday Dr      | MORGAN HILL | 95037-6317 | \$60.00         | 4006 |
| 114   | 17770 | Holiday       | 729-44-025 | Jarvis Sharon F Trustee              | 10741 Maui Cir        | ESTERO      | 33928      | \$60.00         | 4006 |
| 115   | 17860 | Holiday       | 729-45-003 | Guenther Grant And Zoe               | 17860 Holiday Dr      | MORGAN HILL | 95037-6316 | \$60.00         | 4006 |
| 116   | 17890 | Holiday       | 729-45-006 | Protsman Faith R                     | 17890 Holiday Dr      | MORGAN HILL | 95037-6316 | \$60.00         | 4006 |
| 117   | 2155  | Rolling Hills | 764-02-007 | Walker Donald W And Sheridan         | 2155 Rolling Hills Dr | MORGAN HILL | 95037-9437 | \$60.00         | 4003 |
| 118   | 2220  | Rolling Hills | 764-03-002 | Hartogs Dirk H And Keilers Linda E   | 2220 Rolling Hills Dr | MORGAN HILL | 95037-9438 | \$485.00        | 4003 |
| 119   | 2200  | Rolling Hills | 764-03-003 | Hughes-hartogs Dirk And Keilers      | Po Box 40             | MORGAN HILL | 95038-0040 | \$60.00         | 4003 |
| 120   | 2180  | Rolling Hills | 764-03-004 | Heiser Christopher J And Brigitte P  | 2180 Rolling Hills Dr | MORGAN HILL | 95037-9438 | \$485.00        | 4003 |
| 121   | 2130  | Greenwood     | 764-03-005 | Griko Yuri                           | 2130 Greenwood Ave    | MORGAN HILL | 95037-9439 | \$60.00         | 4003 |
| 122   | 2140  | Greenwood     | 764-03-006 | Lee Theodore And Evonne              | 2140 Greenwood Ave    | MORGAN HILL | 95037-9439 | \$60.00         | 4003 |
| 123   | 2150  | Greenwood     | 764-03-007 | Nin Sigfredo I And Rebecca B         | 2150 Greenwood Ave    | MORGAN HILL | 95037-9439 | \$60.00         | 4003 |
| 124   | 2165  | Greenwood     | 764-03-008 | Weddle Emerson E And Hanif-weddle    | 2165 Greenwood Ave    | MORGAN HILL | 95037-9440 | \$60.00         | 4003 |
| 125   | 2110  | Rocky Ridge   | 764-03-010 | Leisch Steven O And Monica E         | 2110 Rocky Ridge Rd   | MORGAN HILL | 95037-9441 | \$60.00         | 4003 |
| 126   |       | Black Oak     | 764-03-017 | Tully Susan S And Tully 2008 Surv Tr | 7151 Via Romera       | SAN JOSE    | 95139-1158 | \$60.00         | 4003 |

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### Assessment Report

| Situs |       |               | APN        | OWNER ADDRESS                      |                       |               |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|---------------|------------|------------------------------------|-----------------------|---------------|------------|-----------------|------|
| 127   | 1960  | Rocky Ridge   | 764-03-020 | Pehrson Stephen T And Kyra         | 1960 Rocky Ridge Rd   | MORGAN HILL   | 95037-0000 | \$60.00         | 4003 |
| 128   | 2055  | Rocky Ridge   | 764-03-023 | Wieczorek Marissa Et Al            | 1547 Princeton Dr     | SAN JOSE      | 95118      | \$60.00         | 4003 |
| 129   | 2105  | Rocky Ridge   | 764-03-024 | Mayelian Harry And Mabel Trustee   | 27519 Alta Knoll Dr   | SANTA CLARITA | 91350-1900 | \$60.00         | 4003 |
| 130   | 2135  | Greenwood     | 764-03-025 | Komarczyk Zenon And Nemec          | Po Box 1823           | MORGAN HILL   | 95038      | \$60.00         | 4003 |
| 131   | 2140  | Rolling Hills | 764-03-027 | Ballard Aaron B                    | 2140 Rolling Hills Dr | MORGAN HILL   | 95037-9437 | \$60.00         | 4003 |
| 132   | 17895 | Woodland      | 764-03-035 | Rolleri Dennis R And Kelly L       | 1080 Shelton Way      | SAN JOSE      | 95125-4312 | \$60.00         | 4003 |
| 133   | 17765 | Woodland      | 764-03-037 | Schirle Kenneth E And Claranne M   | 17765 Woodland Ave    | MORGAN HILL   | 95037-9141 | \$60.00         | 4003 |
| 134   | 17675 | Woodland      | 764-03-039 | Shirley Lorraine C Trustee & Et Al | 17675 Woodland Ave    | MORGAN HILL   | 95037-9141 | \$60.00         | 4003 |
| 135   | 17625 | Woodland      | 764-03-040 | Owens William P And Jhong Ok       | 17625 Woodland Ct     | MORGAN HILL   | 95037-9444 | \$545.00        | 4003 |
| 136   | 17580 | Woodland      | 764-03-042 | Borad Gary And Lima Janete         | 17580 Woodland Ct     | MORGAN HILL   | 95037-9444 | \$60.00         | 4003 |
| 137   | 17610 | Woodland      | 764-03-043 | Belli Karen M                      | 17610 Woodland Ave    | MORGAN HILL   | 95037-9140 | \$485.00        | 4003 |
| 138   | 17670 | Woodland      | 764-03-044 | Coria Ramon Trustee & Et Al        | 17670 Woodland Ave    | MORGAN HILL   | 95037-9187 | \$60.00         | 4003 |
| 139   | 280   | Tilton        | 764-09-004 | Jimenez Roxana V                   | Psc 473 Box 3199      | FPO           | 96349-0032 | \$60.00         | 4006 |
| 140   | 18625 | Monterey      | 764-10-008 | Maxpro Investments Llc             | Po Box 34074          | SAN FRANCISCO | 94134      | \$60.00         | 4011 |
| 141   | 18545 | Monterey      | 764-10-013 | Kuzia John F Trustee & Et Al       | 879 Oak Manor Way     | PLEASANTON    | 94566      | \$60.00         | 4002 |
| 142   | 18565 | Monterey      | 764-10-015 | Kuzia John F Trustee & Et Al       | 879 Oak Manor Way     | PLEASANTON    | 94566      | \$60.00         | 4002 |
| 143   | 144   | Sanchez       | 764-22-019 | Goodell Harold W And Stephanie L   | 144 Sanchez Dr        | MORGAN HILL   | 95037-3007 | \$60.00         | 4011 |
| 144   |       | Hale          | 764-24-001 | Robinson Claude J And Gloria M     | Po Box 30155          | LAS VEGAS     | 89173      | \$545.00        | 4006 |

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**2017 Weed Abatement Program  
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Exhibit A1

|     | Situs |              |            | APN                            | OWNER ADDRESS           |               |            | TAX ROLL<br>AMT | TRA  |
|-----|-------|--------------|------------|--------------------------------|-------------------------|---------------|------------|-----------------|------|
| 145 | 18680 | Hale         | 764-24-013 | Robinson Claude J And Gloria M | Po Box 30155            | LAS VEGAS     | 89173      | \$60.00         | 4011 |
| 146 | 115   | Sanchez      | 764-24-024 | Nguyen Tan Duy And Tran Nguyet | 483 Clarkwood Ct        | SANTA CLARA   | 95054-2108 | \$60.00         | 4011 |
| 147 | 18755 | Monterey     | 764-24-061 | Appletree Investment Llc       | Po Box 32115            | SAN JOSE      | 95127      | \$545.00        | 4006 |
| 148 | 311   | Via Loma     | 764-26-006 | Cote Ruth A And Michael E      | 311 Via Loma            | MORGAN HILL   | 95037-3024 | \$60.00         | 4011 |
| 149 | 363   | Via Loma     | 764-27-004 | Herrera Guadalupe              | 2565 Fountain Oaks Dr   | MORGAN HILL   | 95037-3939 | \$485.00        | 4002 |
| 150 | 18455 | Shadow Brook | 764-27-009 | Agaliotis David D And Carol K  | 18455 Shadowbrook Way   | MORGAN HILL   | 95037-0000 | \$60.00         | 4002 |
| 151 |       | (land Only)  | 764-28-007 | Davidson Charles W And Anita   | 255 W Julian St Ste 200 | SAN JOSE      | 95110-2406 | \$60.00         | 4003 |
| 152 | 875   | Llagas       | 764-29-006 | Smith Richard W And Randolph   | 875 A Llagas Rd         | MORGAN HILL   | 95037-3408 | \$60.00         | 4003 |
| 153 | 1045  | Llagas       | 764-29-029 | Randolph Yvonne S              | 1045 Llagas Rd          | MORGAN HILL   | 95037-3412 | \$60.00         | 4003 |
| 154 | 18600 | Castle Lake  | 764-30-005 | Tuttle Carl V Jr And Ann M     | 18600 Castle Lake Dr    | MORGAN HILL   | 95037-9472 | \$60.00         | 4004 |
| 155 | 1195  | Castle Lake  | 764-30-010 | Ross Thomas M                  | 1195 Castle Lake Cir    | MORGAN HILL   | 95037-9474 | \$60.00         | 4004 |
| 156 | 610   | Llagas       | 764-32-022 | Duffy Lupe                     | 610 A Llagas Rd         | MORGAN HILL   | 95037-3400 | \$60.00         | 4002 |
| 157 | 610   | A Llagas     | 764-32-023 | Entezarmahdi Seyed Ali         | 610 B Llagas Rd         | MORGAN HILL   | 95037-3400 | \$60.00         | 4002 |
| 158 | 18200 | Christeph    | 764-32-025 | Tansy Michael K                | 1967 Stanwood Dr        | SANTA BARBARA | 93103      | \$545.00        | 4002 |
| 159 | 17996 | Hillwood     | 764-32-044 | Cronk Jon E And Diane D        | 17996 Hillwood Ln       | MORGAN HILL   | 95037-3529 | \$545.00        | 4002 |
| 160 | 18100 | Christeph    | 764-32-059 | Lawson Jeffrey S And Lucinda R | 18100 Christeph Dr      | MORGAN HILL   | 95037-3430 | \$60.00         | 4002 |
| 161 | 270   | Wright       | 764-33-012 | Costigan Marie A Trustee       | 270 Wright Ave          | MORGAN HILL   | 95037-4215 | \$60.00         | 4000 |
| 162 | 250   | Wright       | 764-33-014 | Kuster John And Rosemarie      | 4342 Bald Eagle Way     | SAN JOSE      | 95118-2017 | \$60.00         | 4000 |

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| Situs |       |                  | APN        | OWNER ADDRESS                      |                          |                   |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|------------------|------------|------------------------------------|--------------------------|-------------------|------------|-----------------|------|
| 163   | 17695 | John Telfer      | 764-38-011 | Stafford, Ronald T Trustee         | Po Box 1022              | BELVEDERE TIBURON | 94920-4022 | \$60.00         | 4004 |
| 164   | 18665 | Castle Hill      | 764-43-002 | Izquierdo Pascual                  | 18665 Castle Hill Dr     | MORGAN HILL       | 95037-9171 | \$60.00         | 4004 |
| 165   | 18715 | Glen Ayre        | 764-43-008 | Kalra Jay And Bedi Manleen         | 18715 Glen Ayre Dr       | MORGAN HILL       | 95037-9167 | \$60.00         | 4004 |
| 166   | 18655 | Glen Ayre        | 764-43-009 | Williams Norman J And Karla        | 18655 Glen Ayre Dr       | MORGAN HILL       | 95037-9167 | \$0.00          | 4004 |
| 167   | 18800 | Glen Ayre        | 764-43-010 | Roth Robert E And Marilyn A        | 18800 Glen Ayre Dr       | MORGAN HILL       | 95037-9453 | \$60.00         | 4004 |
| 168   | 18750 | Glen Ayre        | 764-43-011 | Jennings Kevin D And Teresa A      | 18750 Glen Ayre Dr       | MORGAN HILL       | 95037-9453 | \$60.00         | 4004 |
| 169   | 18555 | Castle Hill      | 764-44-009 | Knudson Lyle E And Donna C         | 18555 Castle Hill Dr     | MORGAN HILL       | 95037-9171 | \$60.00         | 4004 |
| 170   | 18555 | Jasper Highlands | 764-44-010 | Dinan Stephen James And Janice Kay | 1715 Jasper Highlands Dr | MORGAN HILL       | 95037-9165 | \$60.00         | 4004 |
| 171   | 1780  | Shady Hollow     | 764-44-022 | Matarangas John T And Sandi E      | 1780 Shady Hollow Dr     | MORGAN HILL       | 95037-9455 | \$60.00         | 4004 |
| 172   | 18425 | Castle Ridge     | 764-45-002 | Buchanan Nancy C Trustee           | 18425 Castle Ridge Dr    | MORGAN HILL       | 95037-9458 | \$60.00         | 4004 |
| 173   | 18450 | Castle Hill      | 764-45-006 | Lira Raymond And Maria R           | 18450 Castle Hill Dr     | MORGAN HILL       | 95037-9449 | \$60.00         | 4004 |
| 174   | 18470 | Castle Hill      | 764-45-007 | Glenrock Builders Inc              | P.o. Box 1179            | MORGAN HILL       | 95038      | \$60.00         | 4004 |
| 175   | 18470 | Castle Hill      | 764-45-014 | Morozumi Pius A And Sharon L       | 18630 Castle Hill Dr     | MORGAN HILL       | 95037-9452 | \$60.00         | 4004 |
| 176   | 18650 | Castle Hill      | 764-45-019 | Lasher Richard S And Mary E        | 18650 Castle Hill Dr     | MORGAN HILL       | 95037-9170 | \$60.00         | 4004 |
| 177   | 18580 | Castle Hill      | 764-45-021 | Glenrock Builders Inc              | P.o. Box 1179            | MORGAN HILL       | 95038      | \$60.00         | 4004 |
| 178   | 18550 | Castle Hill      | 764-45-022 | Westbrook H Howard And Susan E     | 18550 Castle Hill Dr     | MORGAN HILL       | 95037-9169 | \$60.00         | 4004 |
| 179   |       | Castle Hill      | 764-45-030 | Glenrock Builders Inc              | P.o. Box 1179            | MORGAN HILL       | 95038      | \$60.00         | 4004 |
| 180   |       | Castle Hill      | 764-45-031 | Glenrock Builders Inc              | P.o. Box 1179            | MORGAN HILL       | 95038      | \$60.00         | 4004 |

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### Assessment Report

| Situs |       |              | APN        | OWNER ADDRESS                       |                           |             |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|--------------|------------|-------------------------------------|---------------------------|-------------|------------|-----------------|------|
| 181   | 662   | Llagas Vista | 764-50-007 | Goodwin Kathryn A                   | 662 Llagas Vista Dr       | MORGAN HILL | 95037-3406 | \$60.00         | 4003 |
| 182   | 18303 | Llagas       | 764-53-005 | Mellow Cathy                        | 18303 Llagas Ct           | MORGAN HILL | 95037-0000 | \$60.00         | 4003 |
| 183   |       | No Situs     | 764-61-016 | Manana Investors Llc                | 385 Woodview Av Unit #100 | MORGAN HILL | 95037      | \$2,450.00      | 4002 |
| 184   |       | No Situs     | 764-61-017 | Manana Investors Llc                | 385 Woodview Ave Unit 100 | MORGAN HILL | 95037      | \$60.00         | 4001 |
| 185   |       | No Situs     | 767-01-052 | Garcia W Rocke And Glenda           | 14500 Sycamore Dr         | MORGAN HILL | 95037      | \$60.00         | 4001 |
| 186   |       | Evergreen    | 767-02-012 | Garcia Development Co               | P.o. Box 1179             | MORGAN HILL | 95038      | \$60.00         | 4001 |
| 187   |       | (land Only)  | 767-02-013 | Priest Leonard F Jr Trustee & Et Al | 14640 Olive Ave           | MORGAN HILL | 95037-6206 | \$60.00         | 4001 |
| 188   |       | No Situs     | 767-02-026 | Hillview Properties Llc             | 1644 Valley Oaks Dr       | GILROY      | 95020      | \$60.00         | 4001 |
| 189   |       | No Situs     | 767-02-028 | Hillview Properties Llc             | 1644 Valley Oaks Dr       | GILROY      | 95020      | \$60.00         | 4001 |
| 190   | 17065 | Del Monte    | 767-03-002 | Roman Gilbert                       | 2510 Bridle Path Dr       | GILROY      | 95020-9005 | \$60.00         | 4001 |
| 191   |       | Del Monte    | 767-03-005 | Richter Gayle H Trustee & Et Al     | P O Box 784               | MORGAN HILL | 95038      | \$60.00         | 4001 |
| 192   | 17090 | Peak         | 767-03-017 | 439 S 4th St Llc                    | Po Box Z                  | SAN JOSE    | 95151      | \$60.00         | 4001 |
| 193   |       | Dunne        | 767-03-036 | Betpolice Farideh Trustee           | 21515 Hawthorne Blvd Ste  | TORRANCE    | 90503      | \$60.00         | 4001 |
| 194   |       | No Situs     | 767-03-042 | Tran Lieu Van And Ngan Thi Et Al    | 9600 Dougherty Ave        | MORGAN HILL | 95037      | \$60.00         | 4001 |
| 195   | 17595 | Del Monte    | 767-05-009 | Aguilar Albert Jr                   | 17595 Del Monte Ave       | MORGAN HILL | 95037-4517 | \$60.00         | 4001 |
| 196   |       | Warren       | 767-06-001 | Hosseinpour Akbar And Mehry         | 11417 Rancho Portena Ave  | LAS VEGAS   | 89138      | \$60.00         | 4001 |
| 197   | 17335 | Del Monte    | 767-06-033 | Stehlik Michael J Et Al             | 17335 Del Monte Ave       | MORGAN HILL | 95037-0000 | \$60.00         | 4001 |
| 198   | 17340 | Del Monte    | 767-07-054 | Devries Bart I And Ruys Marieke T   | 17340 Del Monte Ave       | MORGAN HILL | 95037-4514 | \$60.00         | 4001 |

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Exhibit A1

## City of Morgan Hill

### Assessment Report

| Situs |       |              | APN        | OWNER ADDRESS                     |                         |             |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|--------------|------------|-----------------------------------|-------------------------|-------------|------------|-----------------|------|
| 199   | 17205 | Monterey     | 767-08-006 | Peterson Virginia                 | P.o. Box 285            | GILROY      | 95021      | \$60.00         | 4001 |
| 200   | 50    | 4th          | 767-08-012 | Tonus Virginia R Trustee & Et Al  | 1654 Sunnyslope Rd      | HOLLISTER   | 95023      | \$545.00        | 4001 |
| 201   | 16825 | Monterey     | 767-10-003 | Davis Paul H                      | 155 Santa Clara Ave     | GILROY      | 95020-9285 | \$60.00         | 4001 |
| 202   | 16815 | Monterey     | 767-10-004 | Robowski Laura Trustee            | 6130 Via De Las Abejas  | SAN JOSE    | 95120-4418 | \$60.00         | 4001 |
| 203   | 16805 | Monterey     | 767-10-005 | Davis June M                      | 155 Santa Clara Ave     | GILROY      | 95020      | \$60.00         | 4001 |
| 204   | 335   | Spring       | 767-11-030 | Giancola Joseph Trustee & Et Al   | 2290 A Cochrane Rd      | MORGAN HILL | 95037-9306 | \$60.00         | 4001 |
| 205   | 16765 | Barnell      | 767-11-045 | Chang Chih Pei And Hedy Liu       | 16905 Sundance Ave      | MORGAN HILL | 95037      | \$60.00         | 4001 |
| 206   |       | Barnell      | 767-12-012 | Tallerico Donald J                | 5691 Taconic Ct         | SAN JOSE    | 95123-3259 | \$60.00         | 4001 |
| 207   |       | Spring       | 767-15-017 | Morgan Hill Funeral Home Inc      | 129 4th St              | GILROY      | 95020-0000 | \$60.00         | 4004 |
| 208   | 16460 | Kings Trail  | 767-16-036 | Howell Kenneth F Iii And Irene N  | 16460 Kings Canyon Ct   | MORGAN HILL | 95037-0000 | \$60.00         | 4002 |
| 209   | 16453 | Kings Canyon | 767-16-037 | Behan Matthew H                   | 16453 Kings Canyon Ct   | MORGAN HILL | 95037-0000 | \$60.00         | 4002 |
| 210   |       | Spring       | 767-16-042 | Morgan Hill Funeral Home Inc      | 129 4th St              | GILROY      | 95020-0000 | \$60.00         | 4002 |
| 211   | 16715 | Monterey     | 767-17-051 | Azar Suhaila S                    | 890 Via Grande Ave      | MORGAN HILL | 95037-4022 | \$60.00         | 4002 |
| 212   | 220   | Edmundson    | 767-21-015 | Pancal Edmundson Lp               | 4125 Blackford Ave #200 | SAN JOSE    | 95117      | \$60.00         | 4003 |
| 213   | 735   | Encino       | 767-27-011 | King Jeffrey A                    | 735 Encino Dr           | MORGAN HILL | 95037-5801 | \$60.00         | 4003 |
| 214   | 880   | Encino       | 767-31-004 | Amaro Felix C Trustee             | 880 Encino Dr           | MORGAN HILL | 95037-5804 | \$60.00         | 4003 |
| 215   | 15290 | La Rocca     | 767-36-036 | Ramirez Ana And Gonzalez Miguel R | 15290 La Rocca Dr       | MORGAN HILL | 95037-5813 | \$60.00         | 4003 |
| 216   | 15120 | Via Corfinio | 767-36-042 | Hopkins Barbara J                 | 15120 Via Corfinio      | MORGAN HILL | 95037-5826 | \$60.00         | 4003 |

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## City of Morgan Hill

### Assessment Report

| SitUS |       |                | APN        | OWNER ADDRESS                       |                        |                      |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|----------------|------------|-------------------------------------|------------------------|----------------------|------------|-----------------|------|
| 217   | 895   | Alkire         | 773-01-030 | Nakata Shirley Y Trustee & Et Al    | 45-822 Kupohu St       | KANEOHE              | 96744      | \$60.00         | 4003 |
| 218   | 17260 | Munro          | 773-04-023 | Mao Henke Et Al                     | 17260 Munro Way        | MORGAN HILL          | 95037-4728 | \$60.00         | 4003 |
| 219   | 905   | Main           | 773-06-015 | Pravettoni & Hinds                  | 3025 Mount Baldy Dr    | ROSEVILLE            | 95747      | \$1,355.00      | 4004 |
| 220   | 16975 | John Telfer    | 773-07-006 | Ramirez Estrella A                  | 16975 John Telfer Dr   | MORGAN HILL          | 95037-4725 | \$60.00         | 4004 |
| 221   | 1740  | Llagas         | 773-18-009 | Snow Robert E And Karen C Trustee   | 1740 Llagas Rd         | MORGAN HILL          | 95037-9447 | \$60.00         | 4004 |
| 222   | 1305  | Almond Orchard | 773-19-022 | Singh Navi T And Mei Chuan Trustee  | 305 Hazelton Ct        | MORGAN HILL          | 95037-3522 | \$60.00         | 4003 |
| 223   | 1150  | Teresa         | 773-19-027 | Watts Steven J And Julie A Trustee  | 1150 Teresa Ln         | MORGAN HILL          | 95037-3426 | \$60.00         | 4003 |
| 224   | 1175  | Teresa         | 773-20-035 | Chen Feng And Li Xi                 | 1175 Teresa Ln         | MORGAN HILL          | 95037-0000 | \$60.00         | 4003 |
| 225   | 1160  | Teresa         | 773-20-041 | Thai Mai Tuyet And Bui Thao         | 1160 Teresa Ln         | MORGAN HILL          | 95037-3426 | \$60.00         | 4003 |
| 226   | 1170  | Llagas         | 773-20-044 | Reyes Gabriel A And Helen L Trustee | 1170 Llagas Rd         | MORGAN HILL          | 95037-9185 | \$60.00         | 4003 |
| 227   | 15825 | Sunnyside      | 773-22-028 | Bagula Mark O                       | 15825 Sunnyside Ave    | MORGAN HILL          | 95037-5329 | \$60.00         | 4003 |
| 228   | 1255  | Almond Orchard | 773-27-004 | Mustanich James W                   | 1255 Almond Orchard Dr | MORGAN HILL          | 95037-3401 | \$60.00         | 4003 |
| 229   | 1100  | Llagas         | 773-32-010 | Raza Noreen T Trustee               | 14730 Secretariat Way  | MORGAN HILL          | 95037-0000 | \$60.00         | 4003 |
| 230   | 18200 | Sabini         | 773-32-011 | Bolaris Stephen And Valerie         | 18200 Sabini Ct        | MORGAN HILL          | 95037-3428 | \$60.00         | 4003 |
| 231   | 1110  | Llagas         | 773-32-013 | Schlaepfer Mireille                 | 18 Ch Etienne Chennaz  | CH 1226 THONEX GENEV |            | \$60.00         | 4004 |
| 232   | 14694 | Secretariat    | 779-02-021 | Mok Gerald C And Eleanor            | 14694 Secretariat Ct   | MORGAN HILL          | 95037-0000 | \$60.00         | 4022 |
| 233   | 14905 | Santa Teresa   | 779-02-023 | Blackrock Llc A Calif Llc           | 14656 Stonebridge Dr   | MORGAN HILL          | 95037      | \$60.00         | 4022 |
| 234   |       | Monterey       | 779-04-003 | Garibaldi Jessie C Trustee          | 1726 Briarwood Dr      | SANTA CLARA          | 95051-2118 | \$60.00         | 4004 |

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## City of Morgan Hill

### Assessment Report

| Situs |       |             | APN        | OWNER ADDRESS                       |                            |               |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|-------------|------------|-------------------------------------|----------------------------|---------------|------------|-----------------|------|
| 235   | 15295 | Monterey    | 779-04-072 | Suh Kyung Trustee                   | 15855 La Prenda Ct         | MORGAN HILL   | 95037-5672 | \$60.00         | 4022 |
| 236   | 105   | John Wilson | 779-04-073 | Nmhcs                               | 105 John Wilson Way        | MORGAN HILL   | 95037      | \$60.00         | 4022 |
| 237   | LAND  | Monterey    | 779-04-074 | Wingens Ulrich Trustee              | P.o. Box 5038              | SAN JOSE      | 95150      | \$60.00         | 4022 |
| 238   | 14545 | Atherton    | 779-49-001 | Wolf Jason And Inbal                | 14545 Atherton Cir         | MORGAN HILL   | 95037-0000 | \$60.00         | 4022 |
| 239   | 15090 | Watsonville | 779-51-055 | Van Hung                            | 15090 Watsonville Rd       | MORGAN HILL   | 95037-6004 | \$500.00        | 4022 |
| 240   | LAND  | La Alameda  | 779-57-027 | Calandev Llc                        | 224 Airport Pkwy Ste 530 , | SAN JOSE ,    | 95110      | \$2,520.00      | 4022 |
| 241   | 16770 | Monterey    | 817-01-005 | Dincer Selim And Kamsakann Evelyn   | 24695 Lower Trl            | CARMEL        | 93923-8342 | \$60.00         | 4001 |
| 242   | 16780 | Monterey    | 817-01-006 | Dincer Selim And Kamsakann Evelyn   | 24695 Lower Trl            | CARMEL        | 93923-8342 | \$60.00         | 4001 |
| 243   |       | Monterey    | 817-01-018 | Merino George F Trustee & Et Al     | 2501 Forest Ave            | SAN JOSE      | 95117-1118 | \$60.00         | 4001 |
| 244   | 40    | Dunne       | 817-01-031 | Orchards Morgan Hill L.p.           | 2169 E Francisco Blvd      | SAN RAFAEL    | 94901      | \$60.00         | 4001 |
| 245   |       | Church      | 817-01-078 | Danel Elizabeth                     | P.o. Box 728               | TIBURON       | 94920      | \$60.00         | 4001 |
| 246   | 16685 | Church      | 817-02-001 | Truong Ho Dai And Nguyet Le         | 10787 Porter Ln            | SAN JOSE      | 95127-2562 | \$60.00         | 4001 |
| 247   | 140   | Mast        | 817-02-040 | 140 Mast Street Partners Llc        | 13600 Forest Park Cir      | PENN VALLEY   | 95946      | \$60.00         | 4001 |
| 248   | 16495 | Vineyard    | 817-02-043 | Tansy Development Inc               | 1967 Stanwood Dr           | SANTA BARBARA | 93103      | \$60.00         | 4001 |
| 249   |       | Mast        | 817-02-047 | Semaan Fadi I And Kralian Elizabeth | 10538 Phil Pl              | CUPERTINO     | 95014-4670 | \$60.00         | 4001 |
| 250   |       | Mast        | 817-02-050 | C & R Development Llc               | P O Box 668                | MORGAN HILL   | 95038      | \$60.00         | 4001 |
| 251   |       | Church      | 817-02-055 | Labrucherie Armand R And Joan C     | P.o. Box 716               | MADERA        | 93639      | \$60.00         | 4001 |
| 252   |       | Church      | 817-02-056 | Labrucherie Armand R And Joan C     | 941 A Berryessa Rd         | SAN JOSE      | 95133      | \$60.00         | 4001 |

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## City of Morgan Hill

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| Situs |                | APN        | OWNER ADDRESS                   |                          | TAX ROLL    |            | TRA           |
|-------|----------------|------------|---------------------------------|--------------------------|-------------|------------|---------------|
|       |                |            |                                 |                          | AMT         |            |               |
| 253   | Church         | 817-02-057 | Labrucherie Armand R And Joan C | P.o. Box 716             | MADERA      | 93639      | \$60.00 4001  |
| 254   | Church         | 817-02-060 | Labrucherie Armand R And Joan C | P.o. Box 716             | MADERA      | 93639      | \$60.00 4001  |
| 255   | Church         | 817-02-061 | Labrucherie Armand R And Joan C | P.o. Box 716             | MADERA      | 93639      | \$60.00 4001  |
| 256   | LAND Church    | 817-02-062 | Labrucherie Armand R And Joan C | P.o. Box 716             | MADERA      | 93639      | \$60.00 4001  |
| 257   | 16170 Monterey | 817-03-003 | Orchards Morgan Hill .l.p.      | 2169 E Francisco Blvd    | SAN RAFAEL  | 94901      | \$60.00 4001  |
| 258   | 16180 Monterey | 817-03-004 | Orchards Morgan Hill .l.p.      | 2169 E Francisco Blvd    | SAN RAFAEL  | 94901      | \$60.00 4001  |
| 259   | 215 Tennant    | 817-04-059 | Carrasco Robert Jr And Teresita | 7345 Lydia Ave           | RIVERSIDE   | 92504      | \$60.00 4001  |
| 260   | 240 Vineyard   | 817-05-067 | Beth-el Baptist Church          | Po Box 100               | MORGAN HILL | 95038-0100 | \$60.00 4001  |
| 261   | Monterey       | 817-06-006 | Milaninia Ali And Iman Et Al    | 1611 Guadalajara Ct      | SAN JOSE    | 95120-4813 | \$60.00 4022  |
| 262   | LAND Concord   | 817-06-028 | Sinyard Michael Trustee         | 15130 Concord Cir        | MORGAN HILL | 95037-0000 | \$60.00 4013  |
| 263   | 15570 Monterey | 817-06-060 | Tsui Sai Yun And Joe Sandra C   | 3508 Woodside Ter        | FREMONT     | 94539      | \$60.00 4022  |
| 264   | Tennant        | 817-08-015 | Cox Marie I Trustee             | 6698 Hampton Dr          | SAN JOSE    | 95120-5535 | \$60.00 4022  |
| 265   | 800 Tennant    | 817-08-030 | D Devi Oil Inc                  | 41805 Albrae St          | FREMONT     | 94538-3120 | \$0.00 4022   |
| 266   | 740 Tennant    | 817-08-032 | Biedermann Athur And Susan      | 7 Maple Ave              | ATHERTON    | 94027-4065 | \$60.00 4000  |
| 267   | Juan Hernandez | 817-09-038 | D & D Ranch                     | 99 Almaden Blvd Unit 565 | SAN JOSE    | 95113-1604 | \$60.00 4002  |
| 268   | Juan Hernandez | 817-09-039 | The Health Trust                | 3180 Newberry Dr Ste200  | SAN JOSE    | 95118      | \$545.00 4002 |
| 269   | Juan Hernandez | 817-09-041 | The Health Trust                | 3180 Newberry Dr Ste 200 | SAN JOSE    | 95118      | \$545.00 4002 |
| 270   | Juan Hernandez | 817-09-046 | D & D Ranch                     | 99 Almaden Blvd Unit 565 | SAN JOSE    | 95113-1604 | \$545.00 4003 |

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| SitUS |        |            | APN        | OWNER ADDRESS                      |                            |                 |            | TAX ROLL<br>AMT | TRA  |
|-------|--------|------------|------------|------------------------------------|----------------------------|-----------------|------------|-----------------|------|
| 271   | 235    | San Pedro  | 817-11-066 | Greif Containers Inc A Delw Co     | 425 Winter Rd              | DELAWARE        | 43015      | \$60.00         | 4002 |
| 272   | 965 A  | San Pedro  | 817-11-073 | Jorstad Laurence F Trustee & Et Al | 8700 Sutterlee Ln          | GILROY          | 95020      | \$60.00         | 4003 |
| 273   |        | Condit     | 817-12-006 | Evergreen Investment Group Ii      | P O Box 956                | LOS ALTOS       | 94022      | \$60.00         | 4003 |
| 274   | 16785  | Murphy     | 817-12-009 | Evergreen Investment Group Ii      | P O Box 956                | LOS ALTOS       | 94022      | \$60.00         | 4003 |
| 275   | 16425  | Condit     | 817-13-020 | Wu Sammy Kun Yen And Jasmine       | Po Box 2647                | GILROY          | 95021      | \$60.00         | 4003 |
| 276   | 16375  | Condit     | 817-13-021 | Ng Betty Trustee & Et Al           | 1835 Franklin Apt 903      | SAN FRANCISCO   | 94109-3457 | \$545.00        | 4003 |
| 277   | 1075 A | Condit     | 817-13-022 | Ng Betty Trustee & Et Al           | 1835 Franklin Apt 903      | SAN FRANCISCO   | 94109-3457 | \$545.00        | 4003 |
| 278   | 16275  | Condit     | 817-13-024 | Hsu Family Lp Et Al                | 1401 Graywood Dr           | SAN JOSE        | 95129-4778 | \$2,340.40      | 4003 |
| 279   | 16131  | Condit     | 817-13-035 | Ow Ue C                            | 6588 Ashfield Ct           | SAN JOSE        | 95120-4502 | \$60.00         | 4003 |
| 280   | 16015  | Caputo     | 817-29-027 | Huang Frank F C And Su Ching       | 5875 Assisi Ct             | SAN JOSE        | 95138-2315 | \$60.00         | 4002 |
| 281   | 425    | Tenant     | 817-29-028 | Olin Mathieson Chemical Corp       | 190 Carondelet Pz Ste 1530 | ST LOUIS        | 63105      | \$60.00         | 4003 |
| 282   | 16290  | Railroad   | 817-32-057 | 16290 Railroad Ave Llc             | 16290 Railroad Ave         | MORGAN HILL     | 95037-5439 | \$60.00         | 4002 |
| 283   | 16175  | Jacqueline | 817-32-058 | Scianna Llc                        | 16100 Jacqueline Ct        | MORGAN HILL     | 95037-5526 | \$60.00         | 4002 |
| 284   |        | Monterey   | 817-36-032 | Alcini Partnership                 | 820 Rosewood Cir           | INCLINE VILLAGE | 89451      | \$60.00         | 4001 |
| 285   | LAND   | Monterey   | 817-36-033 | Alcini Partnership Inc             | 1518 Padres Dr             | SAN JOSE        | 95125-1862 | \$60.00         | 4001 |
| 286   | 16715  | Fountain   | 817-48-060 | Langstroth Sachiko Trustee & Et Al | 16715 Fountain Ave         | MORGAN HILL     | 95037-3813 | \$60.00         | 4003 |
| 287   | 16690  | Fountain   | 817-48-066 | Burgess Diane Jean                 | 16690 Fountain Ave         | MORGAN HILL     | 95037-3814 | \$60.00         | 4003 |
| 288   | 16905  | Gallop     | 817-49-001 | Lasher Elizabeth A And Mark R Et   | 16905 Gallop Dr            | MORGAN HILL     | 95037-3909 | \$60.00         | 4003 |

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs |       |         | APN        | OWNER ADDRESS                   |                      |             |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|---------|------------|---------------------------------|----------------------|-------------|------------|-----------------|------|
| 289   | 16892 | Gallop  | 817-49-050 | Myrell Bridgett                 | 411 Humboldt Place   | ONTARIO     | 91764      | \$60.00         | 4003 |
| 290   | 2435  | Spur    | 817-50-051 | Galang Servillano And Elminda   | 2435 Spur Ct         | MORGAN HILL | 95037-3834 | \$60.00         | 4003 |
| 291   | 16785 | Ranger  | 817-50-066 | Stukey Lisa                     | 2390 Ross Ave        | AMMON       | 83406-6836 | \$60.00         | 4003 |
| 292   | 16755 | Ranger  | 817-50-068 | Legore Harold D And Diane A     | 16755 Ranger Ct      | MORGAN HILL | 95037-3827 | \$60.00         | 4003 |
| 293   | 445   | Barrett | 817-57-008 | Molinaro Robert J And Carol E   | Po Box 1048          | PLEASANTON  | 94566-1048 | \$60.00         | 4002 |
| 294   | LAND  | Barrett | 817-57-009 | Carlotto John Trustee & Et Al   | 22076 Lippencott Ct  | BURNEY      | 96013      | \$60.00         | 4002 |
| 295   | LAND  | Cory    | 817-59-066 | Ahmadi Rahmatollah And Shiva    | 3629 Bercaw Ln       | SAN JOSE    | 95124-2831 | \$60.00         | 4002 |
| 296   | 16680 | Nina    | 817-60-024 | Butterick Tim And Ann           | 3838 Blackburn Rd Nw | CANTON      | 44718      | \$60.00         | 4003 |
| 297   | 2765  | Cantor  | 817-62-063 | Hernandez Eduardo A And Mireyda | 2765 Cantor Dr       | MORGAN HILL | 95037-3946 | \$60.00         | 4003 |
| TOTAL |       |         |            |                                 |                      |             |            | \$48,462.26     |      |

## RESOLUTION A

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ORDERING THE FINAL REPORT ON THE 2017 WEED ABATEMENT PROGRAM ASSESSMENT REPORT BE TRANSMITTED TO THE SANTA CLARA COUNTY ASSESSOR'S OFFICE AND THE LIENS BE POSTED AGAINST THE PROPERTIES ON THE REPORT

**WHEREAS**, on July 19, 2017, the City Council confirmed the Santa Clara County Department of Agriculture and Environmental Management ("Department")'s Final Report ("Final Report") on the 2017 Weed Abatement Program excluding Assessor Parcel Nos. 764-61-016, 764-61-017, and 767-21-015; and

**WHEREAS**, this report identifies properties in Morgan Hill where hazardous weed and brush inspections and/or abatement were conducted by the Department's contractor in accordance with the 2017 Weed Abatement Program; and

**WHEREAS**, property owners listed on the Final Report were notified of the public hearing conducted on July 19, 2017; and

**WHEREAS**, properties requiring abatement by the Department's contractor are to be assessed the abatement cost via a lien on their property taxes.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:**

Section 1.     Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2.     Adoption of Final Report and Program Charges. The Final Report on the 2017 Weed Abatement Program Assessment Report, attached hereto as "Exhibit A," shall be transmitted to the Santa Clara County Assessor's Office, and the Santa Clara County Assessor's Office is directed to post a lien against the properties on this list in accordance with the appropriate statutes.

Section 3.     CEQA. The City Council hereby finds, based upon the facts and information in the record for this Resolution, that these activities are categorically exempt from environmental review under the California Environmental Quality Act pursuant to California Code of Regulations, Title 21, Sections 15304 (Minor Alterations to Land) and 15308 (Actions by Regulatory Agencies for Protection of the Environment).

Section 4.     This Resolution shall take effect immediately upon adoption.

Attachment: Resolution A (1325 : Weed Charges)

**PASSED AND ADOPTED** by the City Council of the City of Morgan Hill at a Regular Meeting held on the 19th day of July 2017 by the following vote:

**AYES:**           **COUNCIL MEMBERS:**  
**NOES:**          **COUNCIL MEMBERS:**  
**ABSTAIN:**   **COUNCIL MEMBERS:**  
**ABSENT:**     **COUNCIL MEMBERS:**

\_\_\_\_\_  
**STEVE TATE, Mayor**

**ATTEST:**

\_\_\_\_\_  
**IRMA TORREZ, City Clerk**

**DATE:** \_\_\_\_\_

Attachment: Resolution A (1325 : Weed Charges)

∞ **CERTIFICATION** ∞

**I, Irma Torrez, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No. XXXXX, adopted by the City Council at the meeting held on July 19, 2017.

**WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**IRMA TORREZ, City Clerk**

## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs |       |              | APN        | OWNER ADDRESS                         |                             |                | TAX ROLL AMT | TRA      |      |
|-------|-------|--------------|------------|---------------------------------------|-----------------------------|----------------|--------------|----------|------|
| 1     |       | Monterey     | 725-01-018 | Luckyshing Llc                        | 950 S 3rd St                | SAN JOSE       | 95112-5839   | \$60.00  | 4011 |
| 2     |       | Laurel       | 726-01-008 | Derosé, David J                       | 1734 Woodhaven Wy           | OAKLAND        | 94611        | \$60.00  | 4002 |
| 3     |       | Diana        | 726-02-007 | Tsai Young H And So M Et Al           | 3 Ferrand                   | NEWPORT COAST  | 92657        | \$545.00 | 4002 |
| 4     |       | Dunne        | 726-02-012 | Wu Tz Wu-chwan And Mei-tsu K          | 1441 Huntington Dr Ste 226  | SOUTH PASADENA | 91030        | \$60.00  | 4002 |
| 5     |       | No Situs     | 726-02-016 | Hung Wen Jung                         | 179 Cuesta De Los Gatos Way | LOS GATOS      | 95032        | \$545.00 | 4002 |
| 6     | 690   | Diana        | 726-06-012 | Guzman Ricardo A And Avila Nora       | 690 Diana Ave               | MORGAN HILL    | 95037-4409   | \$60.00  | 4002 |
| 7     | 17364 | Walnut Grove | 726-07-021 | Deluke Company Ltd                    | 535 Arrastadero Rd          | PALO ALTO      | 94306        | \$545.00 | 4003 |
| 8     |       | No Situs     | 726-07-023 | Healey Timothy J And Mcgettigan       | 4132 De Mille Dr            | SAN JOSE       | 95117-3101   | \$545.00 | 4003 |
| 9     | 17374 | Walnut Grove | 726-07-089 | Light Of The World Apostolic Church   | 4814 Wellington Park Dr     | SAN JOSE       | 95136-2945   | \$545.00 | 4003 |
| 10    |       | Diana        | 726-09-002 | Grossweiler Donald Trustee & Et Al    | 3414 Royal Meadow Ln        | SAN JOSE       | 95135        | \$545.00 | 4002 |
| 11    | 585   | Caprice      | 726-10-048 | Wheat Richard C And Lynn              | 585 Caprice Ct              | MORGAN HILL    | 95037-3721   | \$60.00  | 4003 |
| 12    |       | Monterey     | 726-23-020 | Eca Partners Llc                      | 15700 Winchester Blvd       | LOS GATOS      | 95030-3305   | \$60.00  | 4001 |
| 13    |       | Monterey     | 726-25-004 | Kb Home South Bay Inc.                | 5000 Executive Pkwy Ste 125 | SAN RAMON      | 94583        | \$60.00  | 4001 |
| 14    | 18110 | Monterey     | 726-25-006 | Dobkin Robert C Trustee & Et Al       | 18805 Adams Ct #130         | MORGAN HILL    | 95037        | \$60.00  | 4011 |
| 15    |       | No Situs     | 726-25-026 | Jorstad Laurence F And Terri L        | 8700 Satterlee Ln           | GILROY         | 95020-9047   | \$60.00  | 4101 |
| 16    | 18190 | Butterfield  | 726-25-062 | Morgan Hill Butterfield Self-storage, | 22 S Santa Cruz Ave 2nd Flr | LOS GATOS      | 95030        | \$60.00  | 4101 |
| 17    | 18160 | Butterfield  | 726-25-063 | Morgan Hill Butterfield Self-storage, | 22 S Santa Cruz Ave 2nd Flr | LOS GATOS      | 95030        | \$60.00  | 4101 |
| 18    |       | Central      | 726-26-005 | Lovelace Richard K And Starla J       | 6698 Hampton Dr             | SAN JOSE       | 95120-5535   | \$60.00  | 4002 |

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs |               | APN        | OWNER ADDRESS                      |                         |               |            | TAX ROLL | TRA  |
|-------|---------------|------------|------------------------------------|-------------------------|---------------|------------|----------|------|
|       |               |            |                                    |                         |               |            | AMT      |      |
| 19    | Butterfield   | 726-26-008 | Hu Chin H And Mei C Trustee        | 7169 Glenview Dr        | SAN JOSE      | 95120-0000 | \$60.00  | 4002 |
| 20    | Jarvis        | 726-30-012 | Shoe Palace Corp. Att: George      | 755 Jarvis Dr           | MORGAN HILL   | 95037      | \$60.00  | 4101 |
| 21    | Jarvis        | 726-30-013 | Bridge Group Invs Llc              | 300 Enzo Dr             | MORGAN HILL   | 95037      | \$60.00  | 4101 |
| 22    | 18355 Sutter  | 726-31-004 | Anritsu U S Holding Inc            | 490 Jarvis Dr           | MORGAN HILL   | 95037-2809 | \$60.00  | 4101 |
| 23    | No Situs      | 726-31-038 | Kalman Alan D And Freia G Trustee  | 6337 Pancho Ct          | SAN JOSE      | 95123-4865 | \$545.00 | 4101 |
| 24    | Jarvis        | 726-32-021 | Cochrane Road Invs Llc             | 1690 Dell Ave           | CAMPBELL      | 95008-6902 | \$60.00  | 4101 |
| 25    | 675 Jarvis    | 726-32-025 | M West Propco Xxiii Llc            | 575 Market St #3500     | SAN FRANCISCO | 94105      | \$60.00  | 4101 |
| 26    | 18635 Madrone | 726-33-025 | Mauro John J Jr And Fedotova Sofia | 8685 Larkspur Ln        | GILROY        | 95020-0000 | \$60.00  | 4100 |
| 27    | 850 Lightpost | 726-33-026 | River Park Hospitality Inc         | Pobox 2700              | FRESNO        | 93745      | \$60.00  | 4100 |
| 28    | 735 Cochrane  | 726-33-029 | Madrone Village Shopping           | 1960 The Alameda Ste 20 | SAN JOSE      | 95126      | \$545.00 | 4100 |
| 29    | 225 Cochrane  | 726-34-006 | Tasca Cassandra Trustee            | 705 Christine Dr        | PALO ALTO     | 94303-4443 | \$60.00  | 4011 |
| 30    | 100 Cochrane  | 726-34-007 | South Abbott Llc                   | 400 Cochrane Cir        | MORGAN HILL   | 95027-0000 | \$60.00  | 4011 |
| 31    | 320 Cochrane  | 726-34-013 | Thoits Bros Inc                    | 629 Emerson St          | PALO ALTO     | 94301      | \$60.00  | 4011 |
| 32    | 440 Cochrane  | 726-34-016 | Thoits Bros Inc                    | 629 Emerson St          | PALO ALTO     | 94301      | \$60.00  | 4011 |
| 33    | 480 Cochrane  | 726-34-017 | Thoits Bros Inc                    | 629 Emerson St          | PALO ALTO     | 94301      | \$60.00  | 4011 |
| 34    | 875 Lightpost | 726-35-015 | Tbi-mission West Ii Llc            | 1960 The Alameda Ste 20 | SAN JOSE      | 95126      | \$545.00 | 4100 |
| 35    | 18645 Madrone | 726-35-020 | Tbi-mission West Ii Llc            | 1960 The Alameda Ste 20 | SAN JOSE      | 95126      | \$60.00  | 4100 |
| 36    | No Situs      | 726-35-021 | Tbi-mission West Ii Llc            | 1960 The Alameda Ste 20 | SAN JOSE      | 95126      | \$545.00 | 4100 |

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

|    | Situs |             | APN        | OWNER ADDRESS                  |                         |              |            | TAX ROLL<br>AMT | TRA  |
|----|-------|-------------|------------|--------------------------------|-------------------------|--------------|------------|-----------------|------|
| 37 | 18640 | Madrone     | 726-35-028 | Tbi-mission West Ii Llc        | 1960 The Alameda Ste 20 | SAN JOSE     | 95126      | \$545.00        | 4100 |
| 38 | 19095 | Rose        | 726-36-005 | Hu Weibiao Trustee & Et Al     | 1800 E Middle Ave       | SAN MARTIN   | 95046      | \$60.00         | 4011 |
| 39 |       | Rose        | 726-36-007 | Magincalda Leroy J Et Al       | 4475 E Woodward Rd      | MANTECA      | 95337      | \$60.00         | 4011 |
| 40 |       | Ginger      | 726-36-057 | Walton Gary A And Jean M       | Po Box 1265             | MORGAN HILL  | 95038-1265 | \$60.00         | 4011 |
| 41 |       | No Situs    | 726-36-078 | Murray Scott                   | 19190 Rose Ln           | MORGAN HILL  | 95037-2711 | \$60.00         | 4011 |
| 42 | 19210 | Monterey    | 726-41-065 | Saraydarpour Javad             | P O Box 26545           | SAN JOSE     | 95159      | \$1,553.32      | 4011 |
| 43 | 17200 | Kruse Ranch | 728-01-001 | Valencia Olivia & Everardo T   | 10806 Kirby Av          | MORGAN HILL, | 95037-9326 | \$1,180.44      | 4003 |
| 44 | 17101 | Kruse Ranch | 728-01-002 | Kruse Neil D Trustee & Et Al   | 4537 Winding Way        | SAN JOSE     | 95129-4351 | \$60.00         | 4003 |
| 45 | 2275  | Dunne       | 728-02-003 | Truong Mai Toan And Tran Hung  | P.o. Box 32957          | SAN JOSE     | 95132      | \$60.00         | 4003 |
| 46 | 17383 | Jean        | 728-07-053 | De-la-o Gil A And Connie Et Al | 17383 Jean Ct           | MORGAN HILL  | 95037-3365 | \$60.00         | 4003 |
| 47 |       | No Situs    | 728-11-026 | Hanalei Land Co Llc            | 720 San Marcos Ct       | MORGAN HILL  | 95037-5224 | \$60.00         | 4003 |
| 48 |       | Diana       | 728-17-030 | Patel Pravin M And Manjula P   | 14100 Murphy Ave        | SAN MARTIN   | 95046-9581 | \$60.00         | 4003 |
| 49 | 145   | Cochrane    | 728-31-015 | Llagas Llc                     | 440 N 1st St Ste 200    | SAN JOSE     | 95112      | \$60.00         | 4003 |
| 50 | 1485  | Cochrane    | 728-36-012 | M V S Company                  | P.o. Box 2067           | SARATOGA     | 95070      | \$545.00        | 4006 |
| 51 | 1465  | Cochrane    | 728-36-016 | Standard Pacific Corp.         | 4750 Willow Rd Ste 150  | PLEASANTON   | 94588      | \$60.00         | 4006 |
| 52 |       | No Situs    | 728-37-026 | Morgan Hill Retail Venture Lp  | 1556 Parkside Dr        | WALNUT CREEK | 94596      | \$60.00         | 4006 |
| 53 |       | No Situs    | 728-37-048 | Morgan Hill Retail Venture Lp  | 1556 Parkside Dr        | WALNUT CREEK | 94596      | \$60.00         | 4006 |
| 54 |       | No Situs    | 728-37-067 | Morgan Hill Retail Venture Lp  | 1556 Parkside Dr        | WALNUT CREEK | 94596      | \$60.00         | 4006 |

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs |                    | APN        | OWNER ADDRESS                     |                       |              |            | TAX ROLL |      |
|-------|--------------------|------------|-----------------------------------|-----------------------|--------------|------------|----------|------|
|       |                    |            |                                   |                       |              |            | AMT      | TRA  |
| 55    | No Situs           | 728-37-069 | Morgan Hill Retail Venture Lp     | 1556 Parkside Dr      | WALNUT CREEK | 94596      | \$60.00  | 4006 |
| 56    | 3035 Thomas Grade  | 729-02-006 | Latshaw Laura L Et Al             | 3035 Thomas Grade     | MORGAN HILL  | 95037-6712 | \$60.00  | 4003 |
| 57    | 2795 Thomas Grade  | 729-02-014 | Bahrainy Rashid                   | 2795 Thomas Grade     | MORGAN HILL  | 95037-6717 | \$60.00  | 4003 |
| 58    | 17055 Oak Leaf     | 729-05-017 | Schmidt Lee A Trustee & Et Al     | 17105 Rosemary Cir    | MORGAN HILL  | 95037-0000 | \$60.00  | 4003 |
| 59    | 17095 Oak Leaf     | 729-05-019 | Thibault Robert B And Christina E | 17095 Oak Leaf Dr     | MORGAN HILL  | 95037-6622 | \$60.00  | 4003 |
| 60    | 3215 Lori          | 729-05-031 | Salamon Sammy And Deborah         | 3215 Lori Dr          | MORGAN HILL  | 95037-0000 | \$60.00  | 4006 |
| 61    | 3205 Lori          | 729-05-032 | Hyndman Michael A And Natasha V   | 3205 Lori Dr          | MORGAN HILL  | 95037-0000 | \$60.00  | 4006 |
| 62    | 16580 Rustling Oak | 729-08-023 | Steenhuis Johannes And Juli A     | 731292 Ilau St        | KAILUA KONA  | 96740-9335 | \$60.00  | 4003 |
| 63    | 16665 Oak View     | 729-10-031 | Ho Hien And Karlene T             | 16665 Oak View Cir    | MORGAN HILL  | 95037-0000 | \$60.00  | 4003 |
| 64    | 3005 Dunne         | 729-10-036 | Dickerman Darko                   | 3005 E Dunne Ave      | MORGAN HILL  | 95037-6708 | \$60.00  | 4003 |
| 65    | 3015 Dunne         | 729-10-037 | Bowers Kyle                       | 3015 E Dunne Ave      | MORGAN HILL  | 95037-6708 | \$60.00  | 4003 |
| 66    | 16595 Oak View     | 729-11-003 | Mendizabal Albert And Bette C     | 13578 Marmont Way     | SAN JOSE     | 95127-3734 | \$545.00 | 4003 |
| 67    | 16460 Circle       | 729-11-010 | Vogel Thomas A And Paula J        | 16460 Circle Ln       | MORGAN HILL  | 95037-6911 | \$60.00  | 4003 |
| 68    | 16815 Jackson Oaks | 729-12-008 | Sloan Brandon D                   | 16815 Jackson Oaks Dr | MORGAN HILL  | 95037-6927 | \$60.00  | 4003 |
| 69    | 16815 Oak View     | 729-12-016 | Corte Raymond L And Marcia A      | 16725 Oak View Cir    | MORGAN HILL  | 95037-0000 | \$60.00  | 4003 |
| 70    | 3305 Oakwood       | 729-15-003 | Gorski John W And Barbara-gorski  | 3305 Oakwood Ct       | MORGAN HILL  | 95037-6924 | \$505.50 | 4003 |
| 71    | 3320 Oakwood       | 729-15-019 | Wagster James A And Cynthia D     | P O Box 2155          | MORGAN HILL  | 95037      | \$545.00 | 4003 |
| 72    | 3495 Oakwood       | 729-16-002 | Kobold Mary A Trustee             | 3495 Oakwood Ct       | MORGAN HILL  | 95037-6922 | \$60.00  | 4003 |

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| SitUS |       |              | APN        | OWNER ADDRESS                       |                       |             |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|--------------|------------|-------------------------------------|-----------------------|-------------|------------|-----------------|------|
| 73    | 16275 | Oak Canyon   | 729-17-012 | Sherman House Assocs Lp             | 4030 E Dunne Ave      | MORGAN HILL | 95037      | \$60.00         | 4006 |
| 74    | 16475 | Jackson Oaks | 729-18-006 | Dao Tram Et Al                      | 11236 Palos Verdes Ct | CUPERTINO   | 95014      | \$60.00         | 4003 |
| 75    | 16335 | Jackson Oaks | 729-18-015 | Marin Theresa J Trustee             | 1005 Summerview Dr    | SAN JOSE    | 95132-2951 | \$545.00        | 4006 |
| 76    | 16325 | Jackson Oaks | 729-18-016 | Konigsberg Robert J Trustee & Et Al | 418 San Benito Ave    | LOS GATOS   | 95030-5305 | \$545.00        | 4006 |
| 77    | 16450 | Jackson Oaks | 729-18-030 | Beelaard Sarah E And Andrew S       | 16450 Jackson Oaks Dr | MORGAN HILL | 95037-6902 | \$565.00        | 4003 |
| 78    | 16460 | Jackson Oaks | 729-18-031 | Halvorsen Jan T Trustee             | 16460 Jackson Oaks Dr | MORGAN HILL | 95037-6902 | \$485.00        | 4003 |
| 79    | 3490  | Oak Hill     | 729-20-003 | Jackson Oaks Assn                   | Po Box 518            | MORGAN HILL | 95038-0518 | \$545.00        | 4006 |
| 80    | 16050 | Jackson Oaks | 729-21-018 | Gephart Laurel R Trustee            | 16080 Jackson Oaks Dr | MORGAN HILL | 95037-6806 | \$60.00         | 4006 |
| 81    | 15855 | Jackson Oaks | 729-24-014 | Saffarian Patrick E And Johana P    | 15855 Jackson Oaks Dr | MORGAN HILL | 95037-6803 | \$60.00         | 4006 |
| 82    | 3765  | Ridgeview    | 729-24-023 | Graves Ernest P Trustee             | 3765 Ridgeview Ct     | MORGAN HILL | 95037-6820 | \$60.00         | 4006 |
| 83    | 3753  | Ridgeview    | 729-24-025 | Marriotti Trust                     | 3525 E Cortez St      | WEST COVINA | 91791      | \$60.00         | 4006 |
| 84    | 15940 | Jackson Oaks | 729-24-037 | Fisher David M And Dean Julie       | 15940 Jackson Oaks Dr | MORGAN HILL | 95037-6824 | \$60.00         | 4006 |
| 85    |       | Dunne        | 729-26-002 | Unger Eugene C And Rose A Trustee   | 134 Vista Del Campo   | LOS GATOS   | 95030-0000 | \$545.00        | 4006 |
| 86    | 17064 | Shady Lane   | 729-29-017 | Hanson Bryan F And Mikeal K         | 111 Locust Ave        | HOLLISTER   | 95023-3536 | \$60.00         | 4006 |
| 87    | 17085 | Copper Hill  | 729-30-008 | Liang David Bo And He You           | 17085 Copper Hill Dr  | MORGAN HILL | 95037-6502 | \$60.00         | 4006 |
| 88    | 3210  | Quail        | 729-33-026 | Sweeney Joseph P Iv And Jennifer M  | 3210 Quail Ln         | MORGAN HILL | 95037-6413 | \$545.00        | 4006 |
| 89    | 17205 | Quail        | 729-33-029 | Guerrero Juan C And Shelly D        | 17205 Quail Ct        | MORGAN HILL | 95037-6419 | \$60.00         | 4006 |
| 90    | 17215 | Quail        | 729-33-031 | Twardus Christopher And             | 17215 Quail Ct        | MORGAN HILL | 95037-6419 | \$60.00         | 4006 |

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## 2017 Weed Abatement Program

Exhibit A1

City of Morgan Hill  
Assessment Report

| Situs |       |            | APN        | OWNER ADDRESS                       |                    |             |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|------------|------------|-------------------------------------|--------------------|-------------|------------|-----------------|------|
| 91    | 3271  | Quail      | 729-34-004 | Capilla Kelly M                     | 5345 Sonoma Dr     | PLEASANTON  | 94566      | \$60.00         | 4006 |
| 92    | 17280 | Lake View  | 729-34-011 | Pratt Barbara G Trustee             | 17280 Lake View Dr | MORGAN HILL | 95037-6425 | \$60.00         | 4006 |
| 93    | 3440  | Blue Grass | 729-34-025 | Christman Phillip E Trustee & Et Al | 3440 Blue Grass Ct | MORGAN HILL | 95037-6417 | \$60.00         | 4006 |
| 94    | 17221 | Quail      | 729-35-002 | Bell Roger G And Penelope L         | 17221 Quail Ct     | MORGAN HILL | 95037-6419 | \$60.00         | 4006 |
| 95    | 17231 | Quail      | 729-35-003 | Suchomel Frank R And Shirley D      | 17231 Quail Ct     | MORGAN HILL | 95037-6419 | \$60.00         | 4006 |
| 96    | 17241 | Quail      | 729-35-004 | Perry Gordon W And Aimee L          | 17241 Quail Ct     | MORGAN HILL | 95037-6419 | \$60.00         | 4006 |
| 97    | 17245 | Quail      | 729-35-005 | Castro Irene Et Al                  | 2723 Keppler Ct    | SAN JOSE    | 95148-3411 | \$60.00         | 4006 |
| 98    | 17246 | Quail      | 729-35-007 | Winstead Donald D Et Al             | 3337 W Lucia Dr    | PHOENIX     | 85083-5885 | \$60.00         | 4006 |
| 99    | 17200 | Quail      | 729-35-012 | Haskell James And Vartanian         | 17200 Quail Ct     | MORGAN HILL | 95037-6412 | \$60.00         | 4006 |
| 100   | 3110  | Quail      | 729-35-014 | Aochi Robert And Amy O              | 3110 Quail Ln      | MORGAN HILL | 95037-6414 | \$1,232.60      | 4006 |
| 101   | 17326 | Lake View  | 729-35-017 | Farzanfar Babak And Fang Guanjun    | 17326 Lake View Dr | MORGAN HILL | 95037-6424 | \$60.00         | 4006 |
| 102   | 17350 | Lake View  | 729-35-024 | Rodriguez, Theodore J               | 17350 Lake View Dr | MORGAN HILL | 95037-6423 | \$60.00         | 4006 |
| 103   | 3425  | Lava Rock  | 729-35-027 | Chipman David H And Jane C          | 3425 Lava Rock Ct  | MORGAN HILL | 95037-6411 | \$545.00        | 4006 |
| 104   | 17507 | Holiday    | 729-38-001 | Kaiser Thomas B And Phyllis H       | 17507 Holiday Dr   | MORGAN HILL | 95037-6319 | \$60.00         | 4006 |
| 105   | 17451 | Holiday    | 729-38-028 | Smith Warren J And Diana L          | 17451 Holiday Dr   | MORGAN HILL | 95037-6512 | \$60.00         | 4006 |
| 106   | 17515 | Holiday    | 729-40-002 | Morrell Ronald W And Marilyn S      | 17515 Holiday Dr   | MORGAN HILL | 95037-6319 | \$60.00         | 4006 |
| 107   | 17460 | Lake View  | 729-41-019 | Bach Joseph And Lanae               | 17460 Lake View Dr | MORGAN HILL | 95037-0000 | \$60.00         | 4006 |
| 108   | 17450 | Lake View  | 729-41-020 | Emanuel Mark A                      | 17450 Lake View Dr | MORGAN HILL | 95037-6409 | \$60.00         | 4006 |

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# 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

### Assessment Report

| Situation |       |               | APN        | OWNER ADDRESS                        |                       | TAX ROLL    |            | TRA           |
|-----------|-------|---------------|------------|--------------------------------------|-----------------------|-------------|------------|---------------|
|           |       |               |            |                                      |                       | AMT         |            |               |
| 109       | 17461 | Lake View     | 729-41-029 | Boulger Quin And Lisa                | 17461 Lake View Dr    | MORGAN HILL | 95037-6410 | \$60.00 4006  |
| 110       | 17471 | Lake View     | 729-41-030 | Guy Richard W Jr And Kay Amy F       | 17471 Lake View Dr    | MORGAN HILL | 95037-6410 | \$60.00 4006  |
| 111       | 17765 | Holiday       | 729-42-021 | Holm Dan B                           | 17765 Holiday Dr      | MORGAN HILL | 95037-6317 | \$60.00 4006  |
| 112       | 17775 | Holiday       | 729-42-022 | Ramanujam Madhusudhanan And          | 17775 Holiday Dr      | MORGAN HILL | 95037-6317 | \$60.00 4006  |
| 113       | 17785 | Holiday       | 729-42-023 | Oliveira Sergio S And Danielle M     | 17785 Holiday Dr      | MORGAN HILL | 95037-6317 | \$60.00 4006  |
| 114       | 17770 | Holiday       | 729-44-025 | Jarvis Sharon F Trustee              | 10741 Maui Cir        | ESTERO      | 33928      | \$60.00 4006  |
| 115       | 17860 | Holiday       | 729-45-003 | Guenther Grant And Zoe               | 17860 Holiday Dr      | MORGAN HILL | 95037-6316 | \$60.00 4006  |
| 116       | 17890 | Holiday       | 729-45-006 | Protsman Faith R                     | 17890 Holiday Dr      | MORGAN HILL | 95037-6316 | \$60.00 4006  |
| 117       | 2155  | Rolling Hills | 764-02-007 | Walker Donald W And Sheridan         | 2155 Rolling Hills Dr | MORGAN HILL | 95037-9437 | \$60.00 4003  |
| 118       | 2220  | Rolling Hills | 764-03-002 | Hartogs Dirk H And Keilers Linda E   | 2220 Rolling Hills Dr | MORGAN HILL | 95037-9438 | \$485.00 4003 |
| 119       | 2200  | Rolling Hills | 764-03-003 | Hughes-hartogs Dirk And Keilers      | Po Box 40             | MORGAN HILL | 95038-0040 | \$60.00 4003  |
| 120       | 2180  | Rolling Hills | 764-03-004 | Heiser Christopher J And Brigitte P  | 2180 Rolling Hills Dr | MORGAN HILL | 95037-9438 | \$485.00 4003 |
| 121       | 2130  | Greenwood     | 764-03-005 | Griko Yuri                           | 2130 Greenwood Ave    | MORGAN HILL | 95037-9439 | \$60.00 4003  |
| 122       | 2140  | Greenwood     | 764-03-006 | Lee Theodore And Evonne              | 2140 Greenwood Ave    | MORGAN HILL | 95037-9439 | \$60.00 4003  |
| 123       | 2150  | Greenwood     | 764-03-007 | Nin Sigfredo I And Rebecca B         | 2150 Greenwood Ave    | MORGAN HILL | 95037-9439 | \$60.00 4003  |
| 124       | 2165  | Greenwood     | 764-03-008 | Weddle Emerson E And Hanif-weddle    | 2165 Greenwood Ave    | MORGAN HILL | 95037-9440 | \$60.00 4003  |
| 125       | 2110  | Rocky Ridge   | 764-03-010 | Leisch Steven O And Monica E         | 2110 Rocky Ridge Rd   | MORGAN HILL | 95037-9441 | \$60.00 4003  |
| 126       |       | Black Oak     | 764-03-017 | Tully Susan S And Tully 2008 Surv Tr | 7151 Via Romera       | SAN JOSE    | 95139-1158 | \$60.00 4003  |

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs |       |               | APN        | OWNER ADDRESS                      |                       |               |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|---------------|------------|------------------------------------|-----------------------|---------------|------------|-----------------|------|
| 127   | 1960  | Rocky Ridge   | 764-03-020 | Pehrson Stephen T And Kyra         | 1960 Rocky Ridge Rd   | MORGAN HILL   | 95037-0000 | \$60.00         | 4003 |
| 128   | 2055  | Rocky Ridge   | 764-03-023 | Wieczorek Marissa Et Al            | 1547 Princeton Dr     | SAN JOSE      | 95118      | \$60.00         | 4003 |
| 129   | 2105  | Rocky Ridge   | 764-03-024 | Mayelian Harry And Mabel Trustee   | 27519 Alta Knoll Dr   | SANTA CLARITA | 91350-1900 | \$60.00         | 4003 |
| 130   | 2135  | Greenwood     | 764-03-025 | Komarczyk Zenon And Nemec          | Po Box 1823           | MORGAN HILL   | 95038      | \$60.00         | 4003 |
| 131   | 2140  | Rolling Hills | 764-03-027 | Ballard Aaron B                    | 2140 Rolling Hills Dr | MORGAN HILL   | 95037-9437 | \$60.00         | 4003 |
| 132   | 17895 | Woodland      | 764-03-035 | Rolleri Dennis R And Kelly L       | 1080 Shelton Way      | SAN JOSE      | 95125-4312 | \$60.00         | 4003 |
| 133   | 17765 | Woodland      | 764-03-037 | Schirle Kenneth E And Claranne M   | 17765 Woodland Ave    | MORGAN HILL   | 95037-9141 | \$60.00         | 4003 |
| 134   | 17675 | Woodland      | 764-03-039 | Shirley Lorraine C Trustee & Et Al | 17675 Woodland Ave    | MORGAN HILL   | 95037-9141 | \$60.00         | 4003 |
| 135   | 17625 | Woodland      | 764-03-040 | Owens William P And Zhong Ok       | 17625 Woodland Ct     | MORGAN HILL   | 95037-9444 | \$545.00        | 4003 |
| 136   | 17580 | Woodland      | 764-03-042 | Borad Gary And Lima Janete         | 17580 Woodland Ct     | MORGAN HILL   | 95037-9444 | \$60.00         | 4003 |
| 137   | 17610 | Woodland      | 764-03-043 | Belli Karen M                      | 17610 Woodland Ave    | MORGAN HILL   | 95037-9140 | \$485.00        | 4003 |
| 138   | 17670 | Woodland      | 764-03-044 | Coria Ramon Trustee & Et Al        | 17670 Woodland Ave    | MORGAN HILL   | 95037-9187 | \$60.00         | 4003 |
| 139   | 280   | Tilton        | 764-09-004 | Jimenez Roxana V                   | Psc 473 Box 3199      | FPO           | 96349-0032 | \$60.00         | 4006 |
| 140   | 18625 | Monterey      | 764-10-008 | Maxpro Investments Llc             | Po Box 34074          | SAN FRANCISCO | 94134      | \$60.00         | 4011 |
| 141   | 18545 | Monterey      | 764-10-013 | Kuzia John F Trustee & Et Al       | 879 Oak Manor Way     | PLEASANTON    | 94566      | \$60.00         | 4002 |
| 142   | 18565 | Monterey      | 764-10-015 | Kuzia John F Trustee & Et Al       | 879 Oak Manor Way     | PLEASANTON    | 94566      | \$60.00         | 4002 |
| 143   | 144   | Sanchez       | 764-22-019 | Goodell Harold W And Stephanie L   | 144 Sanchez Dr        | MORGAN HILL   | 95037-3007 | \$60.00         | 4011 |
| 144   |       | Hale          | 764-24-001 | Robinson Claude J And Gloria M     | Po Box 30155          | LAS VEGAS     | 89173      | \$545.00        | 4006 |

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Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs |       |              | APN        | OWNER ADDRESS                  |                         |               |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|--------------|------------|--------------------------------|-------------------------|---------------|------------|-----------------|------|
| 145   | 18680 | Hale         | 764-24-013 | Robinson Claude J And Gloria M | Po Box 30155            | LAS VEGAS     | 89173      | \$60.00         | 4011 |
| 146   | 115   | Sanchez      | 764-24-024 | Nguyen Tan Duy And Tran Nguyet | 483 Clarkwood Ct        | SANTA CLARA   | 95054-2108 | \$60.00         | 4011 |
| 147   | 18755 | Monterey     | 764-24-061 | Appletree Investment Llc       | Po Box 32115            | SAN JOSE      | 95127      | \$545.00        | 4006 |
| 148   | 311   | Via Loma     | 764-26-006 | Cote Ruth A And Michael E      | 311 Via Loma            | MORGAN HILL   | 95037-3024 | \$60.00         | 4011 |
| 149   | 363   | Via Loma     | 764-27-004 | Herrera Guadalupe              | 2565 Fountain Oaks Dr   | MORGAN HILL   | 95037-3939 | \$485.00        | 4002 |
| 150   | 18455 | Shadow Brook | 764-27-009 | Agalotis David D And Carol K   | 18455 Shadowbrook Way   | MORGAN HILL   | 95037-0000 | \$60.00         | 4002 |
| 151   |       | (land Only)  | 764-28-007 | Davidson Charles W And Anita   | 255 W Julian St Ste 200 | SAN JOSE      | 95110-2406 | \$60.00         | 4003 |
| 152   | 875   | Llagas       | 764-29-006 | Smith Richard W And Randolph   | 875 A Llagas Rd         | MORGAN HILL   | 95037-3408 | \$60.00         | 4003 |
| 153   | 1045  | Llagas       | 764-29-029 | Randolph Yvonne S              | 1045 Llagas Rd          | MORGAN HILL   | 95037-3412 | \$60.00         | 4003 |
| 154   | 18600 | Castle Lake  | 764-30-005 | Tuttle Carl V Jr And Ann M     | 18600 Castle Lake Dr    | MORGAN HILL   | 95037-9472 | \$60.00         | 4004 |
| 155   | 1195  | Castle Lake  | 764-30-010 | Ross Thomas M                  | 1195 Castle Lake Cir    | MORGAN HILL   | 95037-9474 | \$60.00         | 4004 |
| 156   | 610   | Llagas       | 764-32-022 | Duffy Lupe                     | 610 A Llagas Rd         | MORGAN HILL   | 95037-3400 | \$60.00         | 4002 |
| 157   | 610   | A Llagas     | 764-32-023 | Entezarmahdi Seyed Ali         | 610 B Llagas Rd         | MORGAN HILL   | 95037-3400 | \$60.00         | 4002 |
| 158   | 18200 | Christeph    | 764-32-025 | Tansy Michael K                | 1967 Stanwood Dr        | SANTA BARBARA | 93103      | \$545.00        | 4002 |
| 159   | 17996 | Hillwood     | 764-32-044 | Cronk Jon E And Diane D        | 17996 Hillwood Ln       | MORGAN HILL   | 95037-3529 | \$545.00        | 4002 |
| 160   | 18100 | Christeph    | 764-32-059 | Lawson Jeffrey S And Lucinda R | 18100 Christeph Dr      | MORGAN HILL   | 95037-3430 | \$60.00         | 4002 |
| 161   | 270   | Wright       | 764-33-012 | Costigan Marie A Trustee       | 270 Wright Ave          | MORGAN HILL   | 95037-4215 | \$60.00         | 4000 |
| 162   | 250   | Wright       | 764-33-014 | Kuster John And Rosemarie      | 4342 Bald Eagle Way     | SAN JOSE      | 95118-2017 | \$60.00         | 4000 |

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Exhibit A1

City of Morgan Hill  
Assessment Report

| Situs |       |                  | APN        | OWNER ADDRESS                      |                          |                   |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|------------------|------------|------------------------------------|--------------------------|-------------------|------------|-----------------|------|
| 163   | 17695 | John Telfer      | 764-38-011 | Stafford, Ronald T Trustee         | Po Box 1022              | BELVEDERE TIBURON | 94920-4022 | \$60.00         | 4004 |
| 164   | 18665 | Castle Hill      | 764-43-002 | Izquierdo Pascual                  | 18665 Castle Hill Dr     | MORGAN HILL       | 95037-9171 | \$60.00         | 4004 |
| 165   | 18715 | Glen Ayre        | 764-43-008 | Kalra Jay And Bedi Manleen         | 18715 Glen Ayre Dr       | MORGAN HILL       | 95037-9167 | \$60.00         | 4004 |
| 166   | 18655 | Glen Ayre        | 764-43-009 | Williams Norman J And Karla        | 18655 Glen Ayre Dr       | MORGAN HILL       | 95037-9167 | \$0.00          | 4004 |
| 167   | 18800 | Glen Ayre        | 764-43-010 | Roth Robert E And Marilyn A        | 18800 Glen Ayre Dr       | MORGAN HILL       | 95037-9453 | \$60.00         | 4004 |
| 168   | 18750 | Glen Ayre        | 764-43-011 | Jennings Kevin D And Teresa A      | 18750 Glen Ayre Dr       | MORGAN HILL       | 95037-9453 | \$60.00         | 4004 |
| 169   | 18555 | Castle Hill      | 764-44-009 | Knudson Lyle E And Donna C         | 18555 Castle Hill Dr     | MORGAN HILL       | 95037-9171 | \$60.00         | 4004 |
| 170   | 18555 | Jasper Highlands | 764-44-010 | Dinan Stephen James And Janice Kay | 1715 Jasper Highlands Dr | MORGAN HILL       | 95037-9165 | \$60.00         | 4004 |
| 171   | 1780  | Shady Hollow     | 764-44-022 | Matarangas John T And Sandi E      | 1780 Shady Hollow Dr     | MORGAN HILL       | 95037-9455 | \$60.00         | 4004 |
| 172   | 18425 | Castle Ridge     | 764-45-002 | Buchanan Nancy C Trustee           | 18425 Castle Ridge Dr    | MORGAN HILL       | 95037-9458 | \$60.00         | 4004 |
| 173   | 18450 | Castle Hill      | 764-45-006 | Lira Raymond And Maria R           | 18450 Castle Hill Dr     | MORGAN HILL       | 95037-9449 | \$60.00         | 4004 |
| 174   | 18470 | Castle Hill      | 764-45-007 | Glenrock Builders Inc              | P.o. Box 1179            | MORGAN HILL       | 95038      | \$60.00         | 4004 |
| 175   | 18470 | Castle Hill      | 764-45-014 | Morozumi Pius A And Sharon L       | 18630 Castle Hill Dr     | MORGAN HILL       | 95037-9452 | \$60.00         | 4004 |
| 176   | 18650 | Castle Hill      | 764-45-019 | Lasher Richard S And Mary E        | 18650 Castle Hill Dr     | MORGAN HILL       | 95037-9170 | \$60.00         | 4004 |
| 177   | 18580 | Castle Hill      | 764-45-021 | Glenrock Builders Inc              | P.o. Box 1179            | MORGAN HILL       | 95038      | \$60.00         | 4004 |
| 178   | 18550 | Castle Hill      | 764-45-022 | Westbrook H Howard And Susan E     | 18550 Castle Hill Dr     | MORGAN HILL       | 95037-9169 | \$60.00         | 4004 |
| 179   |       | Castle Hill      | 764-45-030 | Glenrock Builders Inc              | P.o. Box 1179            | MORGAN HILL       | 95038      | \$60.00         | 4004 |
| 180   |       | Castle Hill      | 764-45-031 | Glenrock Builders Inc              | P.o. Box 1179            | MORGAN HILL       | 95038      | \$60.00         | 4004 |

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## 2017 Weed Abatement Program

Exhibit A1

City of Morgan Hill  
Assessment Report

| Situs |       |              | APN        | OWNER ADDRESS                       |                            |             |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|--------------|------------|-------------------------------------|----------------------------|-------------|------------|-----------------|------|
| 181   | 662   | Llagas Vista | 764-50-007 | Goodwin Kathryn A                   | 662 Llagas Vista Dr        | MORGAN HILL | 95037-3406 | \$60.00         | 4003 |
| 182   | 18303 | Llagas       | 764-53-005 | Mellow Cathy                        | 18303 Llagas Ct            | MORGAN HILL | 95037-0000 | \$60.00         | 4003 |
| 183   |       | No Situs     | 764-61-016 | Manana Investors Llc                | 385 Woodview Ave Unit #100 | MORGAN HILL | 95037      | \$2,450.00      | 4002 |
| 184   |       | No Situs     | 764-61-017 | Manana Investors Llc                | 385 Woodview Ave Unit 100  | MORGAN HILL | 95037      | \$60.00         | 4001 |
| 185   |       | No Situs     | 767-01-052 | Garcia W Rocke And Glenda           | 14500 Sycamore Dr          | MORGAN HILL | 95037      | \$60.00         | 4001 |
| 186   |       | Evergreen    | 767-02-012 | Garcia Development Co               | P.o. Box 1179              | MORGAN HILL | 95038      | \$60.00         | 4001 |
| 187   |       | (land Only)  | 767-02-013 | Priest Leonard F Jr Trustee & Et Al | 14640 Olive Ave            | MORGAN HILL | 95037-6206 | \$60.00         | 4001 |
| 188   |       | No Situs     | 767-02-026 | Hillview Properties Llc             | 1644 Valley Oaks Dr        | GILROY      | 95020      | \$60.00         | 4001 |
| 189   |       | No Situs     | 767-02-028 | Hillview Properties Llc             | 1644 Valley Oaks Dr        | GILROY      | 95020      | \$60.00         | 4001 |
| 190   | 17065 | Del Monte    | 767-03-002 | Roman Gilbert                       | 2510 Bridle Path Dr        | GILROY      | 95020-9005 | \$60.00         | 4001 |
| 191   |       | Del Monte    | 767-03-005 | Richter Gayle H Trustee & Et Al     | P O Box 784                | MORGAN HILL | 95038      | \$60.00         | 4001 |
| 192   | 17090 | Peak         | 767-03-017 | 439 S 4th St Llc                    | Po Box Z                   | SAN JOSE    | 95151      | \$60.00         | 4001 |
| 193   |       | Dunne        | 767-03-036 | Betpolice Farideh Trustee           | 21515 Hawthorne Blvd Ste   | TORRANCE    | 90503      | \$60.00         | 4001 |
| 194   |       | No Situs     | 767-03-042 | Tran Lieu Van And Ngan Thi Et Al    | 9600 Dougherty Ave         | MORGAN HILL | 95037      | \$60.00         | 4001 |
| 195   | 17595 | Del Monte    | 767-05-009 | Aguilar Albert Jr                   | 17595 Del Monte Ave        | MORGAN HILL | 95037-4517 | \$60.00         | 4001 |
| 196   |       | Warren       | 767-06-001 | Hosseinpour Akbar And Mehry         | 11417 Rancho Portena Ave   | LAS VEGAS   | 89138      | \$60.00         | 4001 |
| 197   | 17335 | Del Monte    | 767-06-033 | Stehlik Michael J Et Al             | 17335 Del Monte Ave        | MORGAN HILL | 95037-0000 | \$60.00         | 4001 |
| 198   | 17340 | Del Monte    | 767-07-054 | Devries Bart I And Ruys Marieke T   | 17340 Del Monte Ave        | MORGAN HILL | 95037-4514 | \$60.00         | 4001 |

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs |       |              | APN        | OWNER ADDRESS                     |                         |             |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|--------------|------------|-----------------------------------|-------------------------|-------------|------------|-----------------|------|
| 199   | 17205 | Monterey     | 767-08-006 | Peterson Virginia                 | P.o. Box 285            | GILROY      | 95021      | \$60.00         | 4001 |
| 200   | 50    | 4th          | 767-08-012 | Tonus Virginia R Trustee & Et Al  | 1654 Sunnyslope Rd      | HOLLISTER   | 95023      | \$545.00        | 4001 |
| 201   | 16825 | Monterey     | 767-10-003 | Davis Paul H                      | 155 Santa Clara Ave     | GILROY      | 95020-9285 | \$60.00         | 4001 |
| 202   | 16815 | Monterey     | 767-10-004 | Robowski Laura Trustee            | 6130 Via De Las Abejas  | SAN JOSE    | 95120-4418 | \$60.00         | 4001 |
| 203   | 16805 | Monterey     | 767-10-005 | Davis June M                      | 155 Santa Clara Ave     | GILROY      | 95020      | \$60.00         | 4001 |
| 204   | 335   | Spring       | 767-11-030 | Giancola Joseph Trustee & Et Al   | 2290 A Cochrane Rd      | MORGAN HILL | 95037-9306 | \$60.00         | 4001 |
| 205   | 16765 | Barnell      | 767-11-045 | Chang Chih Pei And Hedy Liu       | 16905 Sundance Ave      | MORGAN HILL | 95037      | \$60.00         | 4001 |
| 206   |       | Barnell      | 767-12-012 | Tallerico Donald J                | 5691 Taconic Ct         | SAN JOSE    | 95123-3259 | \$60.00         | 4001 |
| 207   |       | Spring       | 767-15-017 | Morgan Hill Funeral Home Inc      | 129 4th St              | GILROY      | 95020-0000 | \$60.00         | 4004 |
| 208   | 16460 | Kings Trail  | 767-16-036 | Howell Kenneth F Iii And Irene N  | 16460 Kings Canyon Ct   | MORGAN HILL | 95037-0000 | \$60.00         | 4002 |
| 209   | 16453 | Kings Canyon | 767-16-037 | Behan Matthew H                   | 16453 Kings Canyon Ct   | MORGAN HILL | 95037-0000 | \$60.00         | 4002 |
| 210   |       | Spring       | 767-16-042 | Morgan Hill Funeral Home Inc      | 129 4th St              | GILROY      | 95020-0000 | \$60.00         | 4002 |
| 211   | 16715 | Monterey     | 767-17-051 | Azar Suhaila S                    | 890 Via Grande Ave      | MORGAN HILL | 95037-4022 | \$60.00         | 4002 |
| 212   | 220   | Edmundson    | 767-21-015 | Panecal Edmundson Lp              | 4125 Blackford Ave #200 | SAN JOSE    | 95117      | \$60.00         | 4003 |
| 213   | 735   | Encino       | 767-27-011 | King Jeffrey A                    | 735 Encino Dr           | MORGAN HILL | 95037-5801 | \$60.00         | 4003 |
| 214   | 880   | Encino       | 767-31-004 | Amaro Felix C Trustee             | 880 Encino Dr           | MORGAN HILL | 95037-5804 | \$60.00         | 4003 |
| 215   | 15290 | La Rocca     | 767-36-036 | Ramirez Ana And Gonzalez Miguel R | 15290 La Rocca Dr       | MORGAN HILL | 95037-5813 | \$60.00         | 4003 |
| 216   | 15120 | Via Corfinio | 767-36-042 | Hopkins Barbara J                 | 15120 Via Corfinio      | MORGAN HILL | 95037-5826 | \$60.00         | 4003 |

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(List Sorted by APN)

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs |       |                | APN        | OWNER ADDRESS                       |                        |                      |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|----------------|------------|-------------------------------------|------------------------|----------------------|------------|-----------------|------|
| 217   | 895   | Alkire         | 773-01-030 | Nakata Shirley Y Trustee & Et Al    | 45-822 Kupohu St       | KANEOHE              | 96744      | \$60.00         | 4003 |
| 218   | 17260 | Munro          | 773-04-023 | Mao Henke Et Al                     | 17260 Munro Way        | MORGAN HILL          | 95037-4728 | \$60.00         | 4003 |
| 219   | 905   | Main           | 773-06-015 | Pravettoni & Hinds                  | 3025 Mount Baldy Dr    | ROSEVILLE            | 95747      | \$1,355.00      | 4004 |
| 220   | 16975 | John Telfer    | 773-07-006 | Ramirez Estrella A                  | 16975 John Telfer Dr   | MORGAN HILL          | 95037-4725 | \$60.00         | 4004 |
| 221   | 1740  | Llagas         | 773-18-009 | Snow Robert E And Karen C Trustee   | 1740 Llagas Rd         | MORGAN HILL          | 95037-9447 | \$60.00         | 4004 |
| 222   | 1305  | Almond Orchard | 773-19-022 | Singh Navi T And Mei Chuan Trustee  | 305 Hazelton Ct        | MORGAN HILL          | 95037-3522 | \$60.00         | 4003 |
| 223   | 1150  | Teresa         | 773-19-027 | Watts Steven J And Julie A Trustee  | 1150 Teresa Ln         | MORGAN HILL          | 95037-3426 | \$60.00         | 4003 |
| 224   | 1175  | Teresa         | 773-20-035 | Chen Feng And Li Xi                 | 1175 Teresa Ln         | MORGAN HILL          | 95037-0000 | \$60.00         | 4003 |
| 225   | 1160  | Teresa         | 773-20-041 | Thai Mai Tuyet And Bui Thao         | 1160 Teresa Ln         | MORGAN HILL          | 95037-3426 | \$60.00         | 4003 |
| 226   | 1170  | Llagas         | 773-20-044 | Reyes Gabriel A And Helen L Trustee | 1170 Llagas Rd         | MORGAN HILL          | 95037-9185 | \$60.00         | 4003 |
| 227   | 15825 | Sunnyside      | 773-22-028 | Bagula Mark O                       | 15825 Sunnyside Ave    | MORGAN HILL          | 95037-5329 | \$60.00         | 4003 |
| 228   | 1255  | Almond Orchard | 773-27-004 | Mustanich James W                   | 1255 Almond Orchard Dr | MORGAN HILL          | 95037-3401 | \$60.00         | 4003 |
| 229   | 1100  | Llagas         | 773-32-010 | Raza Noreen T Trustee               | 14730 Secretariat Way  | MORGAN HILL          | 95037-0000 | \$60.00         | 4003 |
| 230   | 18200 | Sabini         | 773-32-011 | Bolaris Stephen And Valerie         | 18200 Sabini Ct        | MORGAN HILL          | 95037-3428 | \$60.00         | 4003 |
| 231   | 1110  | Llagas         | 773-32-013 | Schlaepfer Mireille                 | 18 Ch Etienne Chennaz  | CH 1226 THONEX GENEV |            | \$60.00         | 4004 |
| 232   | 14694 | Secretariat    | 779-02-021 | Mok Gerald C And Eleanor            | 14694 Secretariat Ct   | MORGAN HILL          | 95037-0000 | \$60.00         | 4022 |
| 233   | 14905 | Santa Teresa   | 779-02-023 | Blackrock Llc A Calif Llc           | 14656 Stonebridge Dr   | MORGAN HILL          | 95037      | \$60.00         | 4022 |
| 234   |       | Monterey       | 779-04-003 | Garibaldi Jessie C Trustee          | 1726 Briarwood Dr      | SANTA CLARA          | 95051-2118 | \$60.00         | 4004 |

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## 2017 Weed Abatement Program

Exhibit A1

City of Morgan Hill  
Assessment Report

| Situs |       |             | APN        | OWNER ADDRESS                       |                            |               |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|-------------|------------|-------------------------------------|----------------------------|---------------|------------|-----------------|------|
| 235   | 15295 | Monterey    | 779-04-072 | Suh Kyung Trustee                   | 15855 La Prenda Ct         | MORGAN HILL   | 95037-5672 | \$60.00         | 4022 |
| 236   | 105   | John Wilson | 779-04-073 | Nmhcs                               | 105 John Wilson Way        | MORGAN HILL   | 95037      | \$60.00         | 4022 |
| 237   | LAND  | Monterey    | 779-04-074 | Wingens Ulrich Trustee              | P.o. Box 5038              | SAN JOSE      | 95150      | \$60.00         | 4022 |
| 238   | 14545 | Atherton    | 779-49-001 | Wolf Jason And Inbal                | 14545 Atherton Cir         | MORGAN HILL   | 95037-0000 | \$60.00         | 4022 |
| 239   | 15090 | Watsonville | 779-51-055 | Van Hung                            | 15090 Watsonville Rd       | MORGAN HILL   | 95037-6004 | \$500.00        | 4022 |
| 240   | LAND  | La Alameda  | 779-57-027 | Calandev Llc                        | 224 Airport Pkwy Ste 530 , | SAN JOSE ,    | 95110      | \$2,520.00      | 4022 |
| 241   | 16770 | Monterey    | 817-01-005 | Dincer Selim And Kamsakann Evelyn   | 24695 Lower Trl            | CARMEL        | 93923-8342 | \$60.00         | 4001 |
| 242   | 16780 | Monterey    | 817-01-006 | Dincer Selim And Kamsakann Evelyn   | 24695 Lower Trl            | CARMEL        | 93923-8342 | \$60.00         | 4001 |
| 243   |       | Monterey    | 817-01-018 | Merino George F Trustee & Et Al     | 2501 Forest Ave            | SAN JOSE      | 95117-1118 | \$60.00         | 4001 |
| 244   | 40    | Dunne       | 817-01-031 | Orchards Morgan Hill L.p.           | 2169 E Francisco Blvd      | SAN RAFAEL    | 94901      | \$60.00         | 4001 |
| 245   |       | Church      | 817-01-078 | Danel Elizabeth                     | P.o. Box 728               | TIBURON       | 94920      | \$60.00         | 4001 |
| 246   | 16685 | Church      | 817-02-001 | Truong Ho Dai And Nguyet Le         | 10787 Porter Ln            | SAN JOSE      | 95127-2562 | \$60.00         | 4001 |
| 247   | 140   | Mast        | 817-02-040 | 140 Mast Street Partners Llc        | 13600 Forest Park Cir      | PENN VALLEY   | 95946      | \$60.00         | 4001 |
| 248   | 16495 | Vineyard    | 817-02-043 | Tansy Development Inc               | 1967 Stanwood Dr           | SANTA BARBARA | 93103      | \$60.00         | 4001 |
| 249   |       | Mast        | 817-02-047 | Semaan Fadi I And Kralian Elizabeth | 10538 Phil Pl              | CUPERTINO     | 95014-4670 | \$60.00         | 4001 |
| 250   |       | Mast        | 817-02-050 | C & R Development Llc               | P O Box 668                | MORGAN HILL   | 95038      | \$60.00         | 4001 |
| 251   |       | Church      | 817-02-055 | Labrucherie Armand R And Joan C     | P.o. Box 716               | MADERA        | 93639      | \$60.00         | 4001 |
| 252   |       | Church      | 817-02-056 | Labrucherie Armand R And Joan C     | 941 A Berryessa Rd         | SAN JOSE      | 95133      | \$60.00         | 4001 |

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(List Sorted by APN)

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs |                | APN        | OWNER ADDRESS                   |                          | TAX ROLL    |            | TRA           |
|-------|----------------|------------|---------------------------------|--------------------------|-------------|------------|---------------|
|       |                |            |                                 |                          | AMT         |            |               |
| 253   | Church         | 817-02-057 | Labrucherie Armand R And Joan C | P.o. Box 716             | MADERA      | 93639      | \$60.00 4001  |
| 254   | Church         | 817-02-060 | Labrucherie Armand R And Joan C | P.o. Box 716             | MADERA      | 93639      | \$60.00 4001  |
| 255   | Church         | 817-02-061 | Labrucherie Armand R And Joan C | P.o. Box 716             | MADERA      | 93639      | \$60.00 4001  |
| 256   | LAND Church    | 817-02-062 | Labrucherie Armand R And Joan C | P.o. Box 716             | MADERA      | 93639      | \$60.00 4001  |
| 257   | 16170 Monterey | 817-03-003 | Orchards Morgan Hill .l.p.      | 2169 E Francisco Blvd    | SAN RAFAEL  | 94901      | \$60.00 4001  |
| 258   | 16180 Monterey | 817-03-004 | Orchards Morgan Hill .l.p.      | 2169 E Francisco Blvd    | SAN RAFAEL  | 94901      | \$60.00 4001  |
| 259   | 215 Tennant    | 817-04-059 | Carrasco Robert Jr And Teresita | 7345 Lydia Ave           | RIVERSIDE   | 92504      | \$60.00 4001  |
| 260   | 240 Vineyard   | 817-05-067 | Beth-el Baptist Church          | Po Box 100               | MORGAN HILL | 95038-0100 | \$60.00 4001  |
| 261   | Monterey       | 817-06-006 | Milaninia Ali And Iman Et Al    | 1611 Guadalajara Ct      | SAN JOSE    | 95120-4813 | \$60.00 4022  |
| 262   | LAND Concord   | 817-06-028 | Sinyard Michael Trustee         | 15130 Concord Cir        | MORGAN HILL | 95037-0000 | \$60.00 4013  |
| 263   | 15570 Monterey | 817-06-060 | Tsui Sai Yun And Joe Sandra C   | 3508 Woodside Ter        | FREMONT     | 94539      | \$60.00 4022  |
| 264   | Tennant        | 817-08-015 | Cox Marie I Trustee             | 6698 Hampton Dr          | SAN JOSE    | 95120-5535 | \$60.00 4022  |
| 265   | 800 Tennant    | 817-08-030 | D Devi Oil Inc                  | 41805 Albrae St          | FREMONT     | 94538-3120 | \$0.00 4022   |
| 266   | 740 Tennant    | 817-08-032 | Biedermann Athur And Susan      | 7 Maple Ave              | ATHERTON    | 94027-4065 | \$60.00 4000  |
| 267   | Juan Hernandez | 817-09-038 | D & D Ranch                     | 99 Almaden Blvd Unit 565 | SAN JOSE    | 95113-1604 | \$60.00 4002  |
| 268   | Juan Hernandez | 817-09-039 | The Health Trust                | 3180 Newberry Dr Ste200  | SAN JOSE    | 95118      | \$545.00 4002 |
| 269   | Juan Hernandez | 817-09-041 | The Health Trust                | 3180 Newberry Dr Ste 200 | SAN JOSE    | 95118      | \$545.00 4002 |
| 270   | Juan Hernandez | 817-09-046 | D & D Ranch                     | 99 Almaden Blvd Unit 565 | SAN JOSE    | 95113-1604 | \$545.00 4003 |

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## 2017 Weed Abatement Program

Exhibit A1

City of Morgan Hill  
Assessment Report

| Situs |        |            | APN        | OWNER ADDRESS                      |                            |                 |            | TAX ROLL<br>AMT | TRA  |
|-------|--------|------------|------------|------------------------------------|----------------------------|-----------------|------------|-----------------|------|
| 271   | 235    | San Pedro  | 817-11-066 | Greif Containers Inc A Delw Co     | 425 Winter Rd              | DELAWARE        | 43015      | \$60.00         | 4002 |
| 272   | 965 A  | San Pedro  | 817-11-073 | Jorstad Laurence F Trustee & Et Al | 8700 Sutterlee Ln          | GILROY          | 95020      | \$60.00         | 4003 |
| 273   |        | Condit     | 817-12-006 | Evergreen Investment Group Ii      | P O Box 956                | LOS ALTOS       | 94022      | \$60.00         | 4003 |
| 274   | 16785  | Murphy     | 817-12-009 | Evergreen Investment Group Ii      | P O Box 956                | LOS ALTOS       | 94022      | \$60.00         | 4003 |
| 275   | 16425  | Condit     | 817-13-020 | Wu Sammy Kun Yen And Jasmine       | Po Box 2647                | GILROY          | 95021      | \$60.00         | 4003 |
| 276   | 16375  | Condit     | 817-13-021 | Ng Betty Trustee & Et Al           | 1835 Franklin Apt 903      | SAN FRANCISCO   | 94109-3457 | \$545.00        | 4003 |
| 277   | 1075 A | Condit     | 817-13-022 | Ng Betty Trustee & Et Al           | 1835 Franklin Apt 903      | SAN FRANCISCO   | 94109-3457 | \$545.00        | 4003 |
| 278   | 16275  | Condit     | 817-13-024 | Hsu Family Lp Et Al                | 1401 Graywood Dr           | SAN JOSE        | 95129-4778 | \$2,340.40      | 4003 |
| 279   | 16131  | Condit     | 817-13-035 | Ow Ue C                            | 6588 Ashfield Ct           | SAN JOSE        | 95120-4502 | \$60.00         | 4003 |
| 280   | 16015  | Caputo     | 817-29-027 | Huang Frank F C And Su Ching       | 5875 Assisi Ct             | SAN JOSE        | 95138-2315 | \$60.00         | 4002 |
| 281   | 425    | Tennant    | 817-29-028 | Olin Mathieson Chemical Corp       | 190 Carondelet Pz Ste 1530 | ST LOUIS        | 63105      | \$60.00         | 4003 |
| 282   | 16290  | Railroad   | 817-32-057 | 16290 Railroad Ave Llc             | 16290 Railroad Ave         | MORGAN HILL     | 95037-5439 | \$60.00         | 4002 |
| 283   | 16175  | Jacqueline | 817-32-058 | Scianna Llc                        | 16100 Jacqueline Ct        | MORGAN HILL     | 95037-5526 | \$60.00         | 4002 |
| 284   |        | Monterey   | 817-36-032 | Alcini Partnership                 | 820 Rosewood Cir           | INCLINE VILLAGE | 89451      | \$60.00         | 4001 |
| 285   | LAND   | Monterey   | 817-36-033 | Alcini Partnership Inc             | 1518 Padres Dr             | SAN JOSE        | 95125-1862 | \$60.00         | 4001 |
| 286   | 16715  | Fountain   | 817-48-060 | Langstroth Sachiko Trustee & Et Al | 16715 Fountain Ave         | MORGAN HILL     | 95037-3813 | \$60.00         | 4003 |
| 287   | 16690  | Fountain   | 817-48-066 | Burgess Diane Jean                 | 16690 Fountain Ave         | MORGAN HILL     | 95037-3814 | \$60.00         | 4003 |
| 288   | 16905  | Gallop     | 817-49-001 | Lasher Elizabeth A And Mark R Et   | 16905 Gallop Dr            | MORGAN HILL     | 95037-3909 | \$60.00         | 4003 |

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## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs |       |         | APN        | OWNER ADDRESS                   |                      |             |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|---------|------------|---------------------------------|----------------------|-------------|------------|-----------------|------|
| 289   | 16892 | Gallop  | 817-49-050 | Myrell Bridgett                 | 411 Humboldt Place   | ONTARIO     | 91764      | \$60.00         | 4003 |
| 290   | 2435  | Spur    | 817-50-051 | Galang Servillano And Elminda   | 2435 Spur Ct         | MORGAN HILL | 95037-3834 | \$60.00         | 4003 |
| 291   | 16785 | Ranger  | 817-50-066 | Stukey Lisa                     | 2390 Ross Ave        | AMMON       | 83406-6836 | \$60.00         | 4003 |
| 292   | 16755 | Ranger  | 817-50-068 | Legore Harold D And Diane A     | 16755 Ranger Ct      | MORGAN HILL | 95037-3827 | \$60.00         | 4003 |
| 293   | 445   | Barrett | 817-57-008 | Molinaro Robert J And Carol E   | Po Box 1048          | PLEASANTON  | 94566-1048 | \$60.00         | 4002 |
| 294   | LAND  | Barrett | 817-57-009 | Carlotto John Trustee & Et Al   | 22076 Lippencott Ct  | BURNEY      | 96013      | \$60.00         | 4002 |
| 295   | LAND  | Cory    | 817-59-066 | Ahmadi Rahmatollah And Shiva    | 3629 Bercaw Ln       | SAN JOSE    | 95124-2831 | \$60.00         | 4002 |
| 296   | 16680 | Nina    | 817-60-024 | Butterick Tim And Ann           | 3838 Blackburn Rd Nw | CANTON      | 44718      | \$60.00         | 4003 |
| 297   | 2765  | Cantor  | 817-62-063 | Hernandez Eduardo A And Mireyda | 2765 Cantor Dr       | MORGAN HILL | 95037-3946 | \$60.00         | 4003 |
| TOTAL |       |         |            |                                 |                      |             |            | \$48,462.26     |      |

**RESOLUTION B****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ORDERING THE FINAL REPORT ON THE 2017 WEED ABATEMENT PROGRAM ASSESSMENT REPORT BE TRANSMITTED TO THE SANTA CLARA COUNTY ASSESSOR'S OFFICE AND THE LIENS BE POSTED AGAINST THE PROPERTIES ON THE REPORT**

**WHEREAS**, on July 19, 2017, the City Council confirmed the Santa Clara County Department of Agriculture and Environmental Management ("Department")'s Final Report ("Final Report") on the 2017 Weed Abatement Program for Assessor Parcel Nos. 764-61-016, 764-61-017, and 767-21-015; and

**WHEREAS**, this report identifies properties in Morgan Hill where hazardous weed and brush inspections and/or abatement were conducted by the Department's contractor in accordance with the 2017 Weed Abatement Program; and

**WHEREAS**, property owners listed on the Final Report were notified of the public hearing conducted on July 19, 2017; and

**WHEREAS**, properties requiring abatement by the Department's contractor are to be assessed the abatement cost via a lien on their property taxes;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:**

Section 1.     Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2.     Adoption of Final Report and Program Charges. The Final Report on the 2017 Weed Abatement Program Assessment Report, attached hereto as "Exhibit A," shall be transmitted to the Santa Clara County Assessor's Office, and that the Santa Clara County Assessor's Office is directed to post a lien against the properties on this list in accordance with the appropriate statutes

Section 3.     CEQA. The City Council hereby finds, based upon the facts and information in the record for this Resolution, that these activities are categorically exempt from environmental review under the California Environmental Quality Act pursuant to California Code of Regulations, Title 21, Sections 15304 (Minor Alterations to Land) and 15308 (Actions by Regulatory Agencies for Protection of the Environment).

Section 4.     This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of Morgan Hill at a regular Meeting held on the 19th day of July 2017 by the following vote:

|                 |                         |
|-----------------|-------------------------|
| <b>AYES:</b>    | <b>COUNCIL MEMBERS:</b> |
| <b>NOES:</b>    | <b>COUNCIL MEMBERS:</b> |
| <b>ABSTAIN:</b> | <b>COUNCIL MEMBERS:</b> |
| <b>ABSENT:</b>  | <b>COUNCIL MEMBERS:</b> |

∞ **CERTIFICATION** ∞

**I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA**, do hereby certify that the foregoing is a true and correct copy of Resolution No. xxxx, adopted by the City Council at a regular Meeting held on July 19, 2017.

**WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**IRMA TORREZ, City Clerk**

Attachment: Resolution B (1325 : Weed Charges)

## 2017 Weed Abatement Program

Exhibit A1

## City of Morgan Hill

## Assessment Report

| Situs          |                  |                         | APN                   | OWNER ADDRESS                                 |                                |                        | TAX ROLL<br>AMT       | TRA                |                 |
|----------------|------------------|-------------------------|-----------------------|-----------------------------------------------|--------------------------------|------------------------|-----------------------|--------------------|-----------------|
| <del>181</del> | <del>662</del>   | <del>Llagas Vista</del> | <del>764-59-007</del> | <del>Goodwin Kathryn A</del>                  | <del>662 Llagas Vista Dr</del> | <del>MORGAN HILL</del> | <del>95037-3406</del> | <del>\$60.00</del> | <del>4003</del> |
| <del>182</del> | <del>18303</del> | <del>Llagas</del>       | <del>764-53-005</del> | <del>Mellow Cathy</del>                       | <del>18303 Llagas Ct</del>     | <del>MORGAN HILL</del> | <del>95037-0000</del> | <del>\$60.00</del> | <del>4003</del> |
| 183            |                  | No Situs                | 764-61-016            | Manana Investors Llc                          | 385 Woodview Av Unit #100      | MORGAN HILL            | 95037                 | \$2,450.00         | 4002            |
| 184            |                  | No Situs                | 764-61-017            | Manana Investors Llc                          | 385 Woodview Ave Unit 100      | MORGAN HILL            | 95037                 | \$60.00            | 4001            |
| <del>185</del> |                  | <del>No Situs</del>     | <del>767-01-052</del> | <del>Garcia W Roche And Glenda</del>          | <del>14500 Sycamore Dr</del>   | <del>MORGAN HILL</del> | <del>95037</del>      | <del>\$60.00</del> | <del>4001</del> |
| 186            |                  | Evergreen               | 767-02-012            | Garcia Development Co                         | P.o. Box 1179                  | MORGAN HILL            | 95038                 | \$60.00            | 4001            |
| 187            |                  | (land Only)             | 767-02-013            | Priest Leonard F Jr Trustee & Et Al           | 14640 Olive Ave                | MORGAN HILL            | 95037-6206            | \$60.00            | 4001            |
| 188            |                  | No Situs                | 767-02-026            | Hillview Properties Llc                       | 1644 Valley Oaks Dr            | GILROY                 | 95020                 | \$60.00            | 4001            |
| 189            |                  | No Situs                | 767-02-028            | Hillview Properties Llc                       | 1644 Valley Oaks Dr            | GILROY                 | 95020                 | \$60.00            | 4001            |
| 190            | 17065            | Del Monte               | 767-03-002            | Roman Gilbert                                 | 2510 Bridle Path Dr            | GILROY                 | 95020-9005            | \$60.00            | 4001            |
| 191            |                  | Del Monte               | 767-03-005            | Richter Gayle H Trustee & Et Al               | P O Box 784                    | MORGAN HILL            | 95038                 | \$60.00            | 4001            |
| 192            | 17090            | Peak                    | 767-03-017            | 439 S 4th St Llc                              | Po Box Z                       | SAN JOSE               | 95151                 | \$60.00            | 4001            |
| 193            |                  | Dunne                   | 767-03-036            | Betpolice Farideh Trustee                     | 21515 Hawthorne Blvd Ste       | TORRANCE               | 90503                 | \$60.00            | 4001            |
| 194            |                  | No Situs                | 767-03-042            | Tran Lieu Van And Ngan Thi Et Al              | 9600 Dougherty Ave             | MORGAN HILL            | 95037                 | \$60.00            | 4001            |
| 195            | 17595            | Del Monte               | 767-05-009            | Aguilar Albert Jr                             | 17595 Del Monte Ave            | MORGAN HILL            | 95037-4517            | \$60.00            | 4001            |
| 196            |                  | Warren                  | 767-06-001            | Hosseinpour Akbar And Mehry                   | 11417 Rancho Portena Ave       | LAS VEGAS              | 89138                 | \$60.00            | 4001            |
| 197            | 17335            | Del Monte               | 767-06-033            | Stehlik Michael J Et Al                       | 17335 Del Monte Ave            | MORGAN HILL            | 95037-0000            | \$60.00            | 4001            |
| <del>198</del> | <del>17340</del> | <del>Del Monte</del>    | <del>767-07-051</del> | <del>Devries Bart I And Ruys Mariette T</del> | <del>17340 Del Monte Ave</del> | <del>MORGAN HILL</del> | <del>95037-4514</del> | <del>\$60.00</del> | <del>4001</del> |

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## 2017 Weed Abatement Program

Exhibit A1

City of Morgan Hill  
Assessment Report

| Situs |       |              | APN        | OWNER ADDRESS                     |                         |             |            | TAX ROLL<br>AMT | TRA  |
|-------|-------|--------------|------------|-----------------------------------|-------------------------|-------------|------------|-----------------|------|
| 199   | 17205 | Monterey     | 767-08-006 | Potter, Virginia                  | Pro. Box 285            | GILROY      | 95021      | \$60.00         | 4001 |
| 200   | 50    | 4th          | 767-08-012 | Tonus Virginia R Trustee & Et Al  | 1654 Sunnyslope Rd      | HOLLISTER   | 95023      | \$545.00        | 4001 |
| 201   | 16825 | Monterey     | 767-10-003 | Davis Paul H                      | 155 Santa Clara Ave     | GILROY      | 95020-9285 | \$60.00         | 4001 |
| 202   | 16815 | Monterey     | 767-10-004 | Robowski Laura Trustee            | 6130 Via De Las Abejas  | SAN JOSE    | 95120-4418 | \$60.00         | 4001 |
| 203   | 16805 | Monterey     | 767-10-005 | Davis June M                      | 155 Santa Clara Ave     | GILROY      | 95020      | \$60.00         | 4001 |
| 204   | 335   | Spring       | 767-11-030 | Giancola Joseph Trustee & Et Al   | 2290 A Cochrane Rd      | MORGAN HILL | 95037-9306 | \$60.00         | 4001 |
| 205   | 16765 | Barnell      | 767-11-045 | Chang Chih Pei And Hedy Liu       | 16905 Sundance Ave      | MORGAN HILL | 95037      | \$60.00         | 4001 |
| 206   |       | Barnell      | 767-12-012 | Tallerico Donald J                | 5691 Taconic Ct         | SAN JOSE    | 95123-3259 | \$60.00         | 4001 |
| 207   |       | Spring       | 767-15-017 | Morgan Hill Funeral Home Inc      | 129 4th St              | GILROY      | 95020-0000 | \$60.00         | 4004 |
| 208   | 16460 | Kings Trail  | 767-16-036 | Howell Kenneth F Iii And Irene N  | 16460 Kings Canyon Ct   | MORGAN HILL | 95037-0000 | \$60.00         | 4002 |
| 209   | 16453 | Kings Canyon | 767-16-037 | Behan Matthew H                   | 16453 Kings Canyon Ct   | MORGAN HILL | 95037-0000 | \$60.00         | 4002 |
| 210   |       | Spring       | 767-16-042 | Morgan Hill Funeral Home Inc      | 129 4th St              | GILROY      | 95020-0000 | \$60.00         | 4002 |
| 211   | 16715 | Monterey     | 767-17-051 | Azan, Salma S                     | 890 Via Grande Ave      | MORGAN HILL | 95037-4022 | \$60.00         | 4002 |
| 212   | 220   | Edmundson    | 767-21-015 | Pancal Edmundson Lp               | 4125 Blackford Ave #200 | SAN JOSE    | 95117      | \$60.00         | 4003 |
| 213   | 735   | Encino       | 767-27-011 | King Jeffrey A                    | 735 Encino Dr           | MORGAN HILL | 95037-5801 | \$60.00         | 4003 |
| 214   | 880   | Encino       | 767-31-004 | Amaro Felix C Trustee             | 880 Encino Dr           | MORGAN HILL | 95037-5804 | \$60.00         | 4003 |
| 215   | 15290 | La Rocca     | 767-36-036 | Ramirez Ana And Gonzalez Miguel R | 15290 La Rocca Dr       | MORGAN HILL | 95037-5813 | \$60.00         | 4003 |
| 216   | 15120 | Via Corinnio | 767-36-042 | Hopkins Barbara J                 | 15120 Via Corinnio      | MORGAN HILL | 95037-5826 | \$60.00         | 4003 |

Report Date: 7/14/2017

(List Sorted by APN)

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# 2017 Return Reply Form

WYATT DOUGLAS AND HIND

**IMPORTANT:** Please complete this form and mail back to the Weed Abatement Program no later than **February 15, 2017**. Thank you.

TRA: 15-033

WYATT DOUGLAS AND HIND  
128 LOS TRANCOS CIR  
PORTOLA VALLEY CA 94028



Please check the box that  
applies for each parcel  
(see explanations below):

| Parcel Number | Site Address           | A                        | B                        | C                        |
|---------------|------------------------|--------------------------|--------------------------|--------------------------|
| 503-13-117    | 22551 MT EDEN SARATOGA | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**A** I am no longer the owner of this property, and the new owner information is listed below. Please return Reply Form immediately.

**B** I intend to maintain this parcel in a manner consistent with the Minimum Fire Safety Standards from **April 15, 2017 through the end of the fire season (typically runs through October)**. All parcels on the abatement list remain subject to inspection to ascertain compliance. Non-compliance by the deadline will result in an Inspection fee or the abatement of weeds by the County contractor and the resulting charges added to the property tax.

**C** I request that the County Contractor perform weed abatement work on this parcel. Charges for this work will be added to my property tax bill. Work may commence on or about March 12th, 2017.

Please provide any additional information such as new owners, presence of piping, irrigation, crops or other improvement. If your property is fenced/locked, please provide instructions on how to enter the property. If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after December 1st, 2016, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property. Thank you

☐

Please check if you feel this parcel is environmentally sensitive

\_\_\_\_\_  
Signature                      Name (please print)                      Date                      (      )  
Day time phone

Attachment: Customer Notification Packet (1325 : Weed Charges)



Fold Here First

-----  
Return Address

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**Santa Clara County Weed Abatement Program  
Department of Agricultural and Environmental  
Management  
1553 Berger Drive, Bldg. #1  
San Jose, California, 95112**

-----  
Fold Here Second  
Use Staples To Secure

# Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on December 16, 2016, pursuant to the provisions of Section 8.20.030 of the Morgan Hill Municipal Code, the City Council of said City passed a resolution declaring that all weeds growing upon any private property or in any public street or alley, as defined in Section 8.20.010, constitute a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall without delay, remove all such weeds from their property, and the abutting half of the street in front and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by the City authorities, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. **All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of said City to be held in the Council Chambers of the City of Morgan Hill located at 17555 Peak Avenue, Morgan Hill, California, on Wednesday, February 1st, 2017, at 7:00 p.m., or as soon thereafter as the matter can be heard, when their objections will be heard and given due consideration.**

*The language and format for this notice is required by California Health and Safety Code Sections 14891 Et. Seq.*

TRA 04

## MORGAN HILL WEED ABATEMENT PROGRAM SCHEDULE

|                         |                                                                                                                                   |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>February 1, 2017</b> | Public hearing to consider objections to Abatement List.                                                                          |
| <b>May 1, 2017</b>      | <u>PARCEL ABATEMENT DEADLINE</u><br>Parcel must be free from hazardous vegetation by this date or Inspector will order abatement. |
| <b>July/August 2017</b> | Assessment Hearing date to be scheduled by City Council.                                                                          |

### 2017 COUNTY WEED ABATEMENT FEES

*Properties in the Weed Abatement Program, you will be responsible for an annual inspection fee of \$60.00 per parcel.*

Please be advised that the property owner of any parcel found to be non-compliant on or after the March 1<sup>st</sup> deadline will be charged an inspection fee of \$485.00 and the property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of \$434.00 per parcel.

### 2017 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

#### A) Disc Work\*\*

| PARCEL SIZE:               | 1 <sup>st</sup> Disc | + | 2 <sup>nd</sup> Disc | = Total Discs              |
|----------------------------|----------------------|---|----------------------|----------------------------|
| 0-12,500 sq.ft.            | <u>\$296.00</u>      |   | <u>\$119.00</u>      | <u>\$415.00</u>            |
| 12,501sq.ft.- 43,560sq.ft. | <u>\$296.00</u>      |   | <u>\$119.00</u>      | <u>\$415.00</u>            |
| Larger than 1 Acre         | <u>\$215.00</u>      |   | <u>\$105.00</u>      | <u>\$320.00</u> (PER ACRE) |

\*\* It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

|                       |                                           |
|-----------------------|-------------------------------------------|
| <b>B) HANDWORK</b>    | <u>\$3.82 PER 100 sqft</u>                |
| <b>C) FLAIL</b>       | <u>6 Foot Mower \$5.10 PER 1000 sqft</u>  |
| <b>MOWING</b>         | <u>12 Foot Mower \$5.10 PER 1000 sqft</u> |
| <b>D) LOADER WORK</b> | <u>\$149.00 PER HOUR</u>                  |
| <b>E) DUMP TRUCK</b>  | <u>\$65.00 PER HOUR</u>                   |
| <b>F) BRUSH WORK</b>  | <u>\$8.00 PER 100 sqft</u>                |
| <b>G) BOOM MOWING</b> | <u>\$8.57 PER 1000sqft</u>                |
| <b>G) DUMP FEE</b>    | <u>100%</u>                               |

Added to orders with debris removal at 100% of the dump site charge.

\*Please note this program does not offer herbicide application as a method of abatement.

Attachment: Customer Notification Packet (1325 : Weed Charges)

(over)



# County of Santa Clara

Department of Agriculture and Environmental Management  
Weed Abatement Division

1553 Berger Drive  
Building 1  
San Jose, CA 95112  
(408) 282-3145  
Fax (408) 286-2460



November 21, 2016

## IMPORTANT NOTICE TO ABATE WEEDS

Dear Property Owner:

To protect your property and the surrounding area from possible fire, your jurisdiction contracts with the County of Santa Clara to operate a Weed Abatement Program. The County is providing this notice and information packet to you as part of the Program. Please read the information carefully and call us for clarification or additional information.

Your jurisdiction has or will adopt a resolution declaring your property as one that may contain potential fire hazards from weeds or other debris. In addition, your jurisdiction will be conducting a public hearing to consider an abatement order requiring you to remove any hazardous vegetation or combustible debris. The public hearing will be held on the date and at the place stated in the attached notice to destroy weeds. The public hearing provides an opportunity for you to raise any objections and/or concerns to the requirement that you remove fire-hazardous vegetation and/or debris from your property prior to the deadline provided in the attached abatement schedule.

The Weed Abatement Program works in coordination with parcel owners if their property is habitat to protected species of plants and/or animals. If you believe your parcel includes an environmentally sensitive habitat, please check the box and explain this on the reply form to assist us in determining the best approach to weed abatement at your property.

If, after the public hearing, the Weed Abatement Program is approved for your property, the County is authorized by its contract with the cities and by State law to perform an inspection of your property to determine whether the property has been cleared of hazards according to Minimum Fire Safety Standards (see enclosed brochure). Inspections will begin after the abatement deadline for your jurisdiction. This notice does not relieve you of your responsibility to complete the necessary work prior to the deadline for your jurisdiction.

As a result of the parcel being included in the Weed Abatement Monitoring program you will be responsible for an annual fee of \$60.00 to cover the cost of the compliance inspection.

If you fail to complete the abatement work prior to the County inspection of your property, you will be responsible for an inspection fee of \$485 per parcel, and your property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor, you will not incur further charges. Should the abatement work be completed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of \$434 per parcel.

The County will use the least costly method of abatement considering the physical characteristics of your property and environmental concerns. Fees are detailed in the attached price list. The total amount will be included as a special assessment on your property tax bill following confirmation of the charges by your

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian  
County Executive: Jeffrey V. Smith

Attachment: Customer Notification Packet (1325 : Weed Charges)

jurisdiction. Notice of the date of that meeting will be posted at a location prescribed by your jurisdiction (typically at the Civic Center) at least three days prior to the meeting.

**You can avoid all costs, other than the annual fee, by completing the abatement work yourself according to Minimum Fire Safety Standards (see enclosed brochure) prior to the abatement deadline for your jurisdiction and maintaining the Minimum Fire Safety Standards for the duration of fire season, which typically runs through October. Parcels will be removed from the program after three (3) consecutive years of voluntary compliance (work completed prior to the deadline).**

In preparation for this program, please complete and return the enclosed Reply Form so that we are aware of your intentions regarding the maintenance of your property.

If you designate in your reply that you intend to abate the weeds yourself, you are expected to complete the abatement before the deadline listed on the abatement schedule and maintain fire safe conditions for the duration of the fire season. Responding that you intend to provide maintenance yourself does not release you from this responsibility to have the maintenance *completed* before your deadline and *repeated* as necessary to maintain Minimum Fire Safe Standards. County contractors will proceed to abate hazardous vegetation as necessary after the deadline for your jurisdiction.

Enclosed you will find the following information:

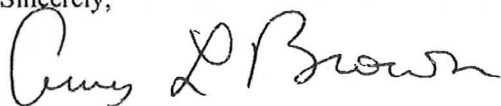
- ✓ A Reply Form specific to your property. Please complete and return promptly.
- ✓ A Notice to Destroy Weeds informing you of an upcoming public meeting that you must attend if you have any objections to the proposed removal of hazardous vegetation or debris from your property.
- ✓ A Weed Abatement Program Schedule for your city and a current County price list.
- ✓ A Brochure about the Santa Clara County Weed Abatement Program.

Please be aware that any abatement performed by the County contractor must be in compliance with all applicable environmental protection regulations. If your property falls within an area designated as possible habitat for burrowing owls or any other protected species of bird or animal, the methods used to remove vegetation may be regulated by specific laws or local ordinances.

If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after the date of this letter, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be responsible for all hazard abatement charges assessed to the property.

Our goal is voluntary compliance with the Minimum Fire Safety Standards, and it is our objective to ensure that all properties remain safe from fire. If you have any questions about your property or need on-site advice to help you achieve compliance with the Minimum Fire Standards, please call the Santa Clara County Weed Abatement Program at (408) 282-3145.

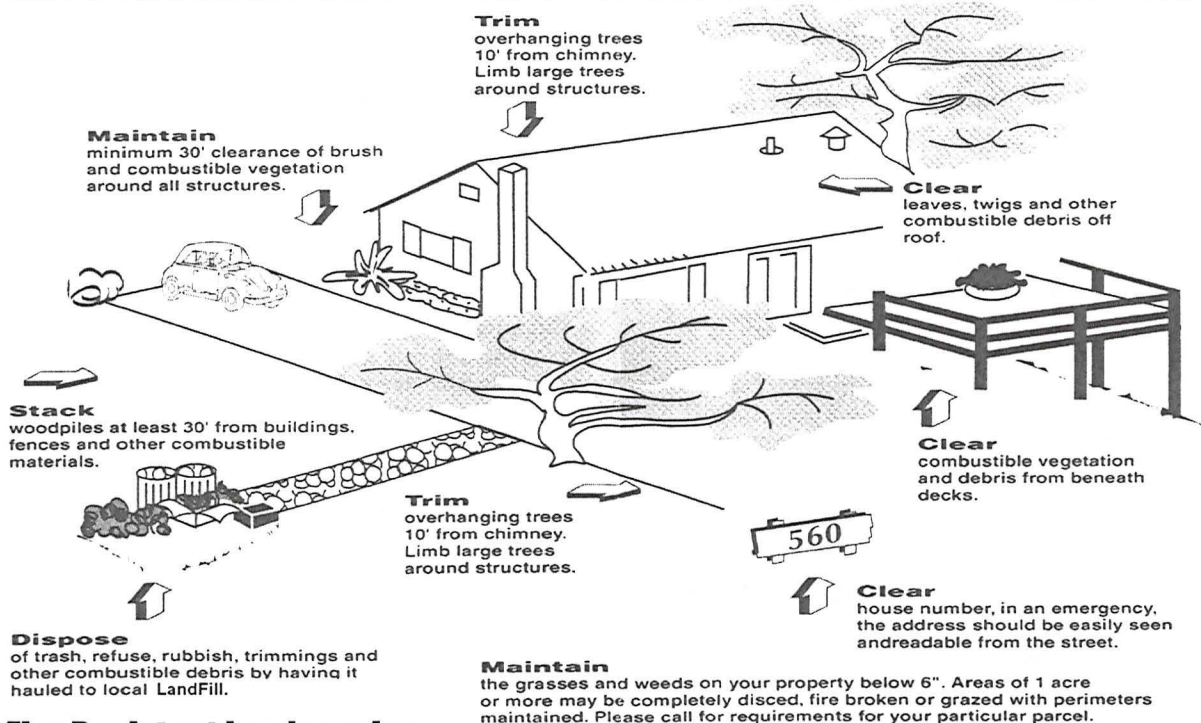
Sincerely,



Amy Brown, Director  
Consumer and Environmental Protection Agency



1. Vegetation must not exceed 6 inches in height any time after the compliance deadline.
2. Maintain grasses and weeds below 6 inches for 10 feet horizontally on both sides of all roadways, including driveways and access routes. Roads and Driveways must maintain a clearance of 10' W by 13'6" H for all vegetation
3. Clear flammable vegetation a minimum of 30 feet around any structure, occupied or not. Ornamental vegetation should be kept clear of dead material. Some conditions, such as slopes, may require up to a 100-foot clearance.
4. Parcels one acre or less shall be completely abated. Parcels over one acre up to five acres require 30-foot clearance around structures and perimeter property lines. Additional 30-foot cross fuel breaks may also be required.
5. Parcels larger than five acres require 30-foot clearance around structures and perimeter property lines in addition to 30-foot cross fuel breaks as needed to separate the remaining vegetation into sections no larger than five acres.
6. Keep property clear of accumulation of combustible debris, such as trash, wood, and dead vegetation. Stacked firewood and neatly piled yard waste is not considered to be combustible debris.
7. Keep vegetation cleared from under the eaves of houses.
8. Trim tree branches to at least 10 feet away from chimney.
9. Clear leaves, pine needles and debris from roof and gutters.



## Fire Resistant Landscaping

The following is a partial list of fire resistant plants that you may choose to use around your home to reduce the risk of fire. Contact your local nursery for selections appropriate to your area. All grasses, including those purportedly fire resistant, must be maintained below 6" in height.

### Trees:

African Sumac  
California Pepper

### Shrubs:

Bearberry  
Carmel Creeper  
Carolina Cherry  
Catalina Cherry

### Escallonia

Hopseed Bush  
Lemonade Berry

### Groundcover:

Aaron's Beard  
Australian Daisy  
Candytuft  
Sterile Capeweed

### Freeway Daisy

Rock rose (except Gum Variety)

## Fire Safety Through Vegetation Management

**Santa Clara County**  
Consumer and Environmental  
Protection Agency

Weed Abatement Program



1553 Berger Drive #1  
San Jose, Ca 95112  
Phone (408) 282-3145  
Fax: (408) 286-2460

SCC.WeedAbatement@cep.sccgov.org



## The Santa Clara County Weed Abatement Program

The Santa Clara County Department of Agriculture and Environmental Management and your city are working together to protect your community from fire. We need your help. Please read and follow the directions provided in this brochure regarding fire prevention on your property. The purpose of the Weed Abatement Program is to prevent fire hazards posed by vegetative growth and the accumulation of combustible materials.

The Weed Abatement program is entirely funded from fees charged to residents. Fees will be assessed for any property in the program. This is to cover the cost of the compliance inspection for the property. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement. If the property requires abatement by the County contractor, the property owner will be responsible for the actual cost of abatement plus an administrative fee. Properties that meet and maintain the minimum fire safety standards will not be charged other than the annual fee.

Program staff annually inspect parcels at the beginning of the fire season, which is typically in March or April depending on your jurisdiction. If the parcel is not in compliance at the time of inspection, the property owner will be charged a failed inspection fee, and the owner will be sent a courtesy notice as a reminder to abate the weeds. If the weeds are not abated by the property owner, the work will be completed by the County contractor. The property owner will pay the contractor's fees plus a County administrative fee. All fees will be included in your property tax bill.

## Our Goal Is Voluntary Compliance

### Property Owner's Responsibilities

- Do not allow a fire hazard to exist on your property. The Minimum Fire Safety Standards (MFSS) in this brochure give you guidelines to follow in order to maintain your property and protect against a fire hazard. **Please contact our office if you need guidance or have any questions regarding the requirements!**
- Make arrangements to have your property maintained throughout the year. Contractors can be found in the yellow pages. You may choose to have the County contractor maintain your property. A current price list is included in your packet.
- Please complete and return the Reply Form provided in your mailing packet by the date on the form. Indicate your preference regarding performance of weed abatement services.

### Program Staff Responsibilities

- Weed Abatement Inspectors will perform periodic inspections on all parcels included in the Santa Clara County Weed Abatement Program. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement.

- Inspectors will order the County contractor to perform all necessary abatement work on any parcel where the MFSS are not met. An attempt will be made to give the owner a courtesy notice prior to releasing the work order.
- The County contractor uses several methods of abatement including discing and handwork. The property owner is free to select whatever method they choose, provided the MFSS of all federal, state and local laws are met.
- The Weed Abatement Program will place inspection costs and the charges for County contractor services plus a County administrative fee on the property owner's tax bill during the next fiscal year.

## Burrowing Owls

These small owls nest in abandoned ground squirrel burrows. Discing collapses the burrows and kills the young. These owls are listed as a state Species of Special Concern and are protected by the federal Migratory Bird Treaty Act. If you suspect burrowing owls on your property you **must** use another form of weed abatement such as mowing or weed-eating. If you request the County perform abatement services, please notify program staff or your City if burrowing owls are known to exist on your property.

## Frequently Asked Questions

### Q. Why have I received an Abatement Notice?

A. Typically, a property is placed on the program if a Weed Abatement Inspector identified a potential fire hazard on the property. Fire Departments and other agencies also submit complaints to the Weed Abatement Program.

### Q. What is required of me now that I am in the Program?

A. All property owners are required to maintain their property free of fire hazards throughout the year.

### Q. The grasses planted on my property are fire resistant. Are they exempt from the Weed Abatement program?

A. No. Even grasses that possess some fire resistant qualities are not fire proof, and they can add fuel to any site that is subject to a fire. Additionally, fire resistant grasses are rarely found in a pure, homogenous stand but rather are usually found to occur mixed with other common introduced annual grasses that are highly flammable and hazardous in a fire event. Finally, many grasses occur in Santa Clara County and species identification is difficult in the field, especially after the spring when the reproductive portions required for identification have dried and dispersed. Weed Abatement Inspectors can only focus on the presence of grasses and weeds on your property and the Minimum Fire Safety Standards, and not on grass species identification. Therefore, all grasses are required to be below 6 inches in height.

### Q. What is the SC County Weed Abatement Program?

A. This is a monitoring program and our primary objective is voluntary compliance. See the first two paragraphs of this brochure for further specifics.

## More FAQ:

### Q. How long will I be on the Program?

A. Your property will remain on the Program for three years. If no hazards are found during that time, your property may be removed from the program.

### Q. How much will this cost me?

A. There will be an annual fee to cover the cost of the compliance inspection. If the parcel does not meet the MFSS when it is first inspected in the spring, or if work is required by the County contractor, you will be charged additional fees. Our goal is to ensure that the MFSS are met at the lowest possible cost to the property owner.

### Q. How will I be billed?

A. Any charges for the inspection and any abatement work performed will appear as a special assessment on your next property tax bill.

### Q. Why have you performed work on my property while the vegetation is still green?

A. Grass, weeds or piles of combustible debris have been declared a public nuisance by your jurisdiction. Abating fire hazards in the spring minimizes the volume of combustible material before the hazards increase and dries out completely during the peak fire season.

### Q. Will you notify me prior to beginning abatement work?

A. Property owners are responsible for preventing fire hazards on their property. If the MFSS have been met, but further work is necessary, you will receive notice prior to the County contractor performing the work. If the MFSS have not been met, an attempt will be made to give the owner a courtesy notice prior to initial abatement.

### Q. Where can I find someone to provide abatement services?

A. Weed Abatement contractors can be found in the Yellow Pages under "Weed Control Services" or "Discing Services". You may have the County contractor perform the necessary work; see your mailing packet for a current price list as administrative costs are charged.

### Q. How can I get additional information or assistance regarding the specific requirements for my property?

A. Weed Abatement Inspectors are available to assist you and answer your questions. Please call our Customer Service line at (408) 282-3145 to schedule a consultation with program staff or to obtain additional information.

### Q. I have Grazing Animals do I need to perform abatement?

A. Grazing animals do not absolve you of your responsibilities to provide a fire safe condition on your property. You will need to check with our office to determine if grazing is adequate or if additional work is required.

**From:** Anthony Eulo  
**Sent:** Tuesday, July 11, 2017 4:10 PM  
**To:** 'Paul Novak' <[novakpaul4@gmail.com](mailto:novakpaul4@gmail.com)>  
**Cc:** [moe.kumre@aem.sccgov.org](mailto:moe.kumre@aem.sccgov.org)  
**Subject:** RE: your letter, 7 July, 2017, Special Assessment for Hazardous Vegetation Abatement for APN# 729-10-001 3305 Oak Viewm, assessment charge: \$60.00

Mr. Novak,

I'm sure that the County will get back to you with any additional information that you may require.

However, I believe that we are in agreement with you that you took action to remove the weeds on your property in a timely manner. As was indicated in the letter you received, the \$60 assessment that is scheduled to be placed upon your property is solely the administrative fee associated with your property being included in the program.

You are not being charged a failed inspection fee or any charges for removing weeds on your property.

Your objection has been noted and will be communicated to the City Council.

-----  
**Anthony Eulo**  
**Program Administrator**  
**Community Services Department**  
 City of Morgan Hill  
 17575 Peak Ave., Morgan Hill, CA 95037  
 408-310-4179  
[anthony.eulo@morganhill.ca.gov](mailto:anthony.eulo@morganhill.ca.gov) [www.morganhill.ca.gov](http://www.morganhill.ca.gov)

**From:** Paul Novak [<mailto:novakpaul4@gmail.com>]  
**Sent:** Saturday, July 08, 2017 1:56 PM  
**To:** [moe.kumre@aem.sccgov.org](mailto:moe.kumre@aem.sccgov.org)  
**Cc:** Anthony Eulo <[Anthony.Eulo@morganhill.ca.gov](mailto:Anthony.Eulo@morganhill.ca.gov)>  
**Subject:** your letter, 7 July, 2017, Special Assessment for Hazardous Vegetation Abatement for APN# 729-10-001 3305 Oak Viewm, assessment charge: \$60.00

Dear Sirs, today in my mail box I received your letter. I hereby challenge and disagree with your inclusion of my property on this list. Earlier this year I did receive notice from SCC weed abatement, and I immediately took action to remove any and ALL weeds from my property by your imposed deadline. I also have pictures to prove it, and you do not have any proof that I did not meet the deadline. If someone did a supposed drive by and reported otherwise, that report is false.

I request your immediate reply to my request to remove your assessment from my property and remove the title of my property from your "list".

I have worked hard to remove all weeds after the rainy season is over each year, and am in total compliance with your requests. I do not plan on coming to your public hearing as I have attended such

Attachment: Resident Correspondence (1325 : Weed Charges)

in the past and find them to be a waste of time. Typically, no questions may be raised by the audience unless they have been approved and submitted in advance (to unknown parties), and you are not receptive to verbal inputs from attendees.

My response here today is adequate to give you notice of my objection to being included on your "list" and assessment fees to my property. If, in your eyes, it is not, advise me by written communication why it is not.

I do not live in unincorporated land, I am in the community of Jackson Oaks, and have spent large sums of money to improve my residence. Between the onslaught of wild deer and the exorbitant cost of Morgan Hill water utility bills, I have chosen to stop irrigation. Due to the fact that I am now approaching age 75, and am an insulin dependent diabetic, I do not routinely go out each week and remove weeds, I do it once or twice per year and am now resorting to the use of chemical weed killers, which I do not like to do for the environment.

When I removed all of the weeds from my property this spring, before your deadline, I cut them down, raked them up, removed them and sprayed ground remains with Roundup weed killer twice. Some secondary weeds are beginning to show now in July after recent rains, but I am diligent in addressing them with more spray or digging if necessary.

Perhaps instead of resorting to the usual governmental tactics of tax and spend, rather than assisting homeowners, you might consider a program to assist homeowners such as myself in replanting assistance with waterfree landscaping?

Your help would be more welcomed than your efforts to monitor weed growth in the area.

I am well aware of the threats of wildfires in the hillsides of Morgan Hill, and I have considerable investment in my home and property, which I continue to guard and protect by adhering to the requirement to clear weeds within the allotted distance from my home.

I look forward to hearing from you soon, and I find your letter untimely due to the fact that I was in compliance at least 30 days before your appointed deadline this year. Prove to me that I am wrong...you can't!

Respectfully,

Paul Novak  
3305 Oak View Ln  
APN 729-10-001

Attachment: Resident Correspondence (1325 : Weed Charges)

**From:** John Kuster [<mailto:jmkuster@aol.com>]  
**Sent:** Tuesday, July 11, 2017 4:24 PM  
**To:** Anthony Eulo <[Anthony.Eulo@morganhill.ca.gov](mailto:Anthony.Eulo@morganhill.ca.gov)>  
**Subject:** RE: Letter regarding Morgan Hill Annual Assessment for Hazardous Vegetation (Weed} Abatement

I appreciate the response.  
 John Kuster

On Jul 11, 2017 4:19 PM, Anthony Eulo <[Anthony.Eulo@morganhill.ca.gov](mailto:Anthony.Eulo@morganhill.ca.gov)> wrote:

Mr. Kuster,

I'm sure that the County will get back to you with any additional information that you may require.

However, I believe that we are in agreement with you that you took action to remove the weeds on your property in a timely manner this year. As was indicated in the letter your received, the \$60 assessment that is scheduled to be placed upon your property is solely the administrative fee associated with your property being included in the program. This is not a program that charges entire districts of the City, but rather is a program that places a charge upon individual properties that have had observable hazardous vegetation present during the fire season.

You are not being charged a failed inspection fee or any charges for removing weeds on your property.

Your objection has been noted and will be communicated to the City Council.

-----  
**Anthony Eulo**

**Program Administrator**

**Community Services Department**

City of Morgan Hill

17575 Peak Ave., Morgan Hill, CA 95037

408-310-4179

[anthony.eulo@morganhill.ca.gov](mailto:anthony.eulo@morganhill.ca.gov) [www.morganhill.ca.gov](http://www.morganhill.ca.gov)

**From:** John Kuster [<mailto:jmkuster@aol.com>]  
**Sent:** Sunday, July 09, 2017 2:26 PM  
**To:** [moe.kumre@aem.sccgov.org](mailto:moe.kumre@aem.sccgov.org)  
**Cc:** Anthony Eulo <[Anthony.Eulo@morganhill.ca.gov](mailto:Anthony.Eulo@morganhill.ca.gov)>; [zkuster@rocketmail.com](mailto:zkuster@rocketmail.com); [rosemariekuster@aol.com](mailto:rosemariekuster@aol.com)

Attachment: Resident Correspondence (1325 : Weed Charges)



**Subject:** Letter regarding Morgan Hill Annual Assessment for Hazardous Vegetation (Weed} Abatement

Dear Mr. Kumre,

I am very concerned and displeased about the tax you are proposing for weed control in Morgan Hill - especially since you must consider my, and many other Wright Ave. addresses, as a hazardous zone.

Last year we received a letter from city and county governments that stated fines would be imposed for properties that were not being maintained with regard to weed growth in a fire- preventive manner. I appreciated this approach. This places the responsibility on property owners to manage their respective properties.

Apparently that system failed, since this week you write that all property owners in certain districts are to be burdened with a tax that will help pay for abuses from those that would have been individually fined per the previous policies. This new taxation approach really smacks of socialism. ( Let all pay the burden for the uncontrollable few.) I guarantee you that my property on Wright Ave. is not a fire hazard, and never has been. Nor are the various neighboring properties on the south side of the street in the 200 block.

Your problem with dry grass fields that are a fire threat to the community comes from land barrens on the north and west sides of Wright Ave. You may want to consider who really needs to be fined, as in the past years policy, and go after the few who are endangering the majority of the residence.

The method you are proposing is neither fair nor proper for some of the residences targeted with this new tax.

John Kuster

250 Wright Ave. ( APN 764-33-014)

Morgan Hill, CA

Attachment: Resident Correspondence (1325 : Weed Charges)





## **CITY COUNCIL STAFF REPORT**

### **MEETING DATE: July 19, 2017**

PREPARED BY: John Lang, Economic Development Coordinator  
APPROVED BY: City Manager

## **IMPACT FEE FINANCING AGREEMENT-COCHRANE CO-BRANDS II, INC.**

### **RECOMMENDATION(S)**

Adopt resolution authorizing the City Manager to execute a Sewer and Traffic Impact Fee Financing Agreement, consistent with the Sewer and Traffic Impact Fee Deferral Program and Government Code section 53083, with Cochrane Co-Brands II, Inc. for the development of a 76 Gas Station and Burger King restaurant at Cochrane Commons.

### **COUNCIL PRIORITIES, GOALS & STRATEGIES**

#### **Ongoing Priorities**

Maintaining Fiscal Responsibility

#### **2017 Strategic Priorities**

Infrastructure

### **POLICY CONSIDERATION:**

Should the City Council continue to use the Impact Fee Financing Program as an Economic Development tool to help the development community finance impact fees?

### **REPORT NARRATIVE:**

On September 27, 2016, the Planning Commission approved a Conditional Use Permit (CUP) for the construction of a 24-hour fueling station (gas station), carwash, convenience market, and fast food market located at Cochrane Commons. The project is the first development proposed as part of a planned second phase for Cochrane Commons. The Developer, Cochrane Co-Brands II, plans to construct a 2,066 sq. ft. convenience store and a 2,510 sq. ft. fast food eating establishment at the northeast corner of Cochrane Road and DePaul Drive as part of the gas station and carwash project.

City staff and Developer have been exploring potential methods to finance the impact fees. The Developer has chosen to participate in the City's Sewer and Traffic Impact Fee Deferral Program (hereinafter "Fee Deferral Program"). The Fee Deferral Program was approved by Council in 2006 to assist commercial development projects by allowing commercial tenants and commercial property owners to finance sewer, traffic, and utility undergrounding fees for a period of five years.

### **Program Guidelines for the Fee Deferral Program**

Commercial and Industrial development projects are eligible to participate in a fee deferral program for traffic, sewer, and undergrounding fees. A minimum 20% down payment is required. The remaining 80% balance is payable by monthly installment payments over five years. The Fee Deferral Program documents must be approved and down payment received prior to issuance of building permit. Fee deferral requests of up to \$99,999 are approved by the City Manager and requests of \$100,000 or more need to be approved by the City Council. The Fee Deferral Program calculates interest at Local Agency Investment Fund (LAIF) + ½ percent. The City Manager has the authority to impose other conditions consistent with the Fee Deferral Program goals and requirements or to reject any Fee Deferral Program request if there is inadequate security or to minimize risk to the City.

### **Cochrane Commons Phase II Project**

The estimated impact and associated fees for the project have been calculated to be \$671,622 (Exhibit C). Included in this total are sewer impact fees of \$321,111 and traffic impact fees of \$251,218, which total \$572,329. Pursuant to the Fee Deferral Program, 80%, or \$457,863 of this amount can be financed, and 20%, or \$114,466 is required as a down payment. Conditioned on City Council approval of the recommended Sewer and Traffic Impact Fee Financing Agreement (hereinafter "Financing Agreement"), the Developer has provided the City a check for \$213,759 (\$671,622 less the financed amount of \$457,863) as a deposit towards the traffic and sewer impact fees as well as the balance of remaining impact and frontage fees.

If Council approves the Financing Agreement, the Developer will then be able to finance the balance of sewer and traffic impact fees of \$457,863 over the next five years at a rate of interest at 1.41%.

Staff recommends approval of this Financing Agreement, consistent with the City adopted Fee Deferral Program. The proposed retail project supports the City's goals to attract retail uses, enhance the City's sales tax, and is consistent with the recently adopted Economic Blueprint.

### **COMMUNITY ENGAGEMENT: Inform**

The table below addresses the requirements set forth in the State of California AB 562 (Government Code 53083) for publication of information related to an economic development subsidy and public hearing.

|                                                      |                                                                                                                                                                                                                                        |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name/address of beneficiary of the subsidy:</b>   | Cochrane Co-Brands II, Inc.<br>25 E. Airway Blvd<br>Livermore, CA 94551                                                                                                                                                                |
| <b>Start and end dates, schedule for the subsidy</b> | The Sewer and Traffic Impact Fee Financing Agreement will start August 1, 2017. The financing agreement is for a term of five years for \$457,863. The beneficiary will pay monthly payments of \$7,908 over the course of five years. |

|                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Describe the subsidy, estimated total amount of expenditure of public funds or revenue lost</b> | The Sewer and Traffic Impact Fee Financing Agreement allows the beneficiary to make a 20% down payment on the Sewer and Traffic Impact fees and finance the balance over five years. The City charges the beneficiary an interest rate of the Local Agency Investment Fund (LAIF) + ½ percent. If the Sewer and Traffic Impact fees are not paid by the beneficiary, the City will collect pledged collateral to cover the balance of the sewer and traffic impact fees. In addition, a certificate of occupancy will not be issued until all impact fees are paid. No anticipated expenditure of public funds or revenue lost as interest will be collected over the term of the financing agreement. |
| <b>Statement of public purpose</b>                                                                 | Expand and enhance economic opportunities for businesses in the City, continue to expand the City's employment base, and continue to generate hereinafter defined Sales Tax that the City can utilize to fund general governmental services such as police, fire, street maintenance, and parks and recreation programs.                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Projected Tax revenue</b>                                                                       | It is estimated that the investment into the property will increase property tax revenue received by the City by \$5,000 over 5 years. It is also anticipated that over the 5 years of the agreement the City will conservatively receive \$425,000 in sales tax revenue.                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Estimated number of jobs created by the subsidy</b>                                             | It is estimated the project will employ approximately 30-40 employees when fully operational. Full time and part time occupations will include managers, clerks, service technicians, and sales people.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

#### **ALTERNATIVE ACTIONS:**

The alternative would be to not consider the Financing Agreement which would result in the developer having to pay the remaining balance of \$457,863 in impact fees immediately.

#### **PRIOR CITY COUNCIL AND COMMISSION ACTIONS:**

In February 2006, the Council created the Fee Deferral Program to stimulate commercial development. The existing program was modified in July 2009 to provide

additional enhancements to projects both inside as well as outside the former Redevelopment Project Area. The existing program spurred development by providing fee financing to several commercial developments/businesses including Madrone Village and several of the retail center's commercial tenants, Cochrane Animal Hospital, and the Granary.

In October 2015, the City Council expanded the Fee Deferral program to include Micro Residential Rental units.

On April 19, 2017, the City Council adopted an Economic Blueprint that identifies strategies and actions that support four key industries that will help the City achieve long term economic sustainability. The four key industries include: Retail, Tourism, Healthcare, and Innovation and Advanced Manufacturing. On June 21, 2017, the Council approved two Economic Development Incentive Programs to incentivize new development, including an Impact Fee Freeze Program that locks impact fees for three years with a Development Agreement and a Use Tax Incentive Program that offers a rebate of up to 30% of project-generated local use tax collected.

#### **FISCAL AND RESOURCE IMPACT:**

The proposed Financing Agreement will result in deferral of a portion (\$457,863) of impact fees owed to the City for up to five years with monthly principal and interest payments made during the 5-year repayment term.

#### **CEQA (California Environmental Quality Act):**

This financing agreement is exempted from environmental review under Section 15061(b)(3) of the State CEQA Guidelines. The incentive agreement is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The financing agreement will not result in any direct impact upon the physical environment. Environmental review for the project was performed at the time the Conditional Use permit was approved.

#### **LINKS/ATTACHMENTS:**

1. Exhibit B: Sewer and Traffic Impact Fee Financing Agreement
2. Exhibit C: Morgan Hill-ImpactFeeEstimate
3. Exhibit A: ResolutionImpactFeeFinancingAgreement
4. Exhibit D: Lease Agreement

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO**

City Clerk  
City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

TO BE RECORDED WITHOUT FEE  
PER GOVERNMENT CODE 27383 and 6103

(SPACE ABOVE LINE FOR RECORDER'S USE)

728-37-024

**SEWER/TRAFFIC FEE FINANCING AGREEMENT AND SECURITY AGREEMENT**

This Sewer/Traffic Fee Financing Agreement and Security Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2017, by and between Cochrane Co-Brands II, Inc, a California Corporation company (the "Borrower") and the City of Morgan Hill, a municipal corporation duly organized and existing under the laws of the State of California, California, ("City") with reference to the following facts and purposes:

**RECITALS**

- A. The City has established a Sewer/Traffic Fee Financing Program (the "Program") to defer sewer and traffic fees for new and expanding industrial and commercial businesses.
- B. Borrower is a legal tenant of that certain real property in the City described in the attached Exhibit A (the "Property") upon which improvements are to be made for a new or expanding industrial or commercial business (the "Improvements").
- C. On \_\_\_\_\_ 2017 the City granted a request of the Borrower to be a Program participant with respect to Cochrane Co-Brands II, Inc Sewer and Traffic Fees in the aggregate amount of Five Hundred Seventy Two Thousand Three Hundred Twenty Nine Dollars (\$572,329.00) (the "Fees"), payable by the Borrower in connection with Improvements on the Property.
- D. As a condition of participation in the Program and in consideration of the City's agreement to defer payment of the Fees as specified herein, the Borrower is required to execute this Agreement and the documents specified herein setting forth the terms and conditions for payment of the Fees by the Borrower to the City, and establishing security for such payment.

NOW, THEREFORE, the City and the Borrower agree as follows:

- 1. **Financing of Fee.** Upon satisfaction of the conditions set forth in Section 3 below but not later than the date the Borrower is required to pay a minimum of twenty percent (20%) of the Sewer/Traffic Fees for the Improvements on the Property, by July 26, 2017 ("Initial Payment Date"), in accordance with applicable City ordinances and regulations, the Borrower shall be granted the right to pay the Fees pursuant to the Program in accordance with the payment terms set forth in Section 2 below. If the conditions set forth in Section 3 below are not satisfied in full, the Borrower shall pay the Fees in their entirety on the Initial Payment Date or on such other date(s) as provided in the applicable City ordinances and regulations, and this Agreement shall terminate and be of no further force and effect.

2. Payment of Fees. The Fees shall be paid as follows:

- (a) Twenty percent (20%) of the total Fees, One Hundred Fourteen Thousand Four Hundred Sixty Six Dollars (\$114,466.00), shall be paid to the City on the Initial Payment Date as the "Down Payment".
- (b) The remaining balance of the Fees (total fees minus the Down Payment) of Four Hundred Fifty Seven Thousand Eight Hundred and Sixty Three Dollars (\$457,863.00) ("Financed Fees") shall be paid in sixty (60) equal monthly installments and shall bear interest at One and Forty-one hundredth percent (1.41%) per annum compounded monthly. The monthly installment shall be \$7907.69 per month which shall commence on August 1, 2017 continuing on the first day of each month thereafter until full principal amount and all interest thereon has been paid. Maturity date is August 1, 2022. Borrower may prepay the balance without penalty.

3. Security Agreement. In order to secure and perfect Borrowers' obligation to repay the Financed fees, Borrower agrees to execute a promissory note in the form provided by City (the "Note"), which shall be secured by an executed and recorded Uniform Commercial Code filing in the form provided by City (the "UCC-1 Filing"). This Agreement, the Note and the UCC-1 Filing shall be collectively referred to herein as the "Loan Documents." City and the Borrower agree that the Loan Documents shall create and perfect the City's security interest in the personal property set forth in Exhibit A as collateral ("Collateral") for the payment of the Financed Fees

4. Conditions to Financing of Fees. As conditions to the Borrower's right to finance payment of the Fees in the manner set forth in Sections 1 and 2, the representations set forth in Section 7 must remain true and correct as of the Initial Payment Date, and the following actions must be completed by not later than the Initial Payment Date (unless waived in writing by the City):

- (a) Delivery to the City of the Down Payment;
- (b) Execution by the Borrower and delivery to the City of the appropriate Loan Documents;
- (c) Recordation in the official records of the California Secretary of State of the UCC-1 Filing as a lien against the Collateral;

5. Events of Default. Each of the following shall constitute a "Default" by the Borrower under the Agreement and the other Loan Documents:

- (a) Failure by the Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Loan Documents (including, without limitation, the obligation to repay the Financed Fees as provided in Section 2(b) of this Agreement), if such failure remains uncured fifteen (15) days after written notice of such failure is mailed by the City to the Borrower; provided, however, that if a lesser period or notice requirement is allowed before a Default occurs under any of the following subsections or under any other Loan Document, such lesser requirement shall control in this Agreement.
- (b) Any representation or warranty contained in any Loan Document proves to have been incorrect in any material respect when made or on the Initial Payment Date.
- (c) A court having jurisdiction shall have made or entered any decree or order (1) adjudging the Borrower to be bankrupt or insolvent, (2) approving as properly filed a petition seeking reorganization of the Borrower or seeking any arrangement for the Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction, (3) appointing a receiver, trustee, liquidator, or assignee of the Borrower in bankruptcy or insolvency or for any of their properties, or (4) directing the winding up or liquidation of the Borrower, if any such decree or order described in clauses (1) to (4), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days unless a



lesser time period is permitted for cure under any other lien on the Collateral, in which event such lesser time period will apply under this subsection (c) as well; or the Borrower shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (1) to (4), inclusive. The occurrence of any Default in this subsection shall act to accelerate automatically, without the need for any action by the City, the indebtedness evidenced by the Note.

(d) The Borrower shall have assigned its assets for the benefit of its creditors or suffered a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon shall have been returned or released within ninety (90) days after such event (unless a lesser time period is permitted for cure under any other lien on the Collateral, in which event such lesser time period shall apply under this subsection (d) as well) or prior to sooner sale pursuant to such sequestration, attachment, or execution. The occurrence of any Default in this subsection shall act to accelerate automatically, without the need for any action by the Agency, the indebtedness evidenced by the Note.

(e) The Borrower shall have voluntarily suspended its business or, if the Borrower is a partnership, the partnership shall have been dissolved or terminated.

(f) The condemnation, seizure, or appropriation of all or, in the opinion of the City, a substantial part of the Collateral, except for a condemnation initiated by the City.

(g) There shall not take place any default declared by any lender under any loan document related to any other loans secured by a deed of trust or lien on the Collateral. The occurrence of Default under this subsection (g) shall act to accelerate automatically, without the need for any action by the City, the indebtedness evidenced by the Note.

6. Remedies. The occurrence of any Default will, either at the option of the City or automatically, where so specified, give the City the right to proceed with any and all remedies set forth in this Agreement and the Loan Documents, including but not limited to the following:

(a) The City shall have the right to cause all indebtedness of the Borrower to the City under this Agreement, together with any accrued interest thereon, to become immediately due and payable. The Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The City may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the City as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure upon the Collateral under the UCC Filing. The Borrower shall be liable to pay the City on demand all expenses, costs and fees (including, without limitation, attorney's fees and expenses) paid or incurred by the City in connection with the collection of the Financed Fees and the preservation, maintenance, protection, sale, or other disposition of the Collateral given for the Financed Fees.

(b) The City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require the Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things which may be unlawful or in violation of the provisions of the Loan Documents.

(c) The City shall have the right to cure any monetary default by the Borrower under a loan in connection with the Collateral; provided, however, that if the Borrower is in good faith contesting a claim of default under a loan and the City's interest under the Loan Documents are not imminently threatened by such default, in the City's sole judgment, the City shall not have the right to cure such default. The Borrower agrees to reimburse the City for any funds advanced by the City to cure a monetary default by Borrower upon demand therefore, together with interest thereon at the interest rate established for the Financed Fees in Section 2(b) above from the date of expenditure until the date of reimbursement.

No right, power, or remedy given to the City by the terms of this Agreement or the Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against the Borrower and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

7. Representations and Warranties. The Borrower hereby represents and warrants to the City as follows:

- (a) The Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.
- (b) The Borrower and the Guarantor, as applicable, have full power and authority to execute and deliver this Agreement and to make and accept the obligations contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.
- (c) This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of the Borrower and the Guarantor, as applicable, and all actions required under the Borrower's and the Guarantor's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.
- (d) This Agreement and the Loan Documents and all other documents or instruments which have been executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of the Borrower, as applicable, enforceable against them in accordance with their respective terms.
- (e) The Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or the Property, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to the Borrower, materially affect the Borrower's ability to meet its obligation or impair the security to be given to the City pursuant hereto.
- (f) To the best knowledge of the Borrower:
  - (1) The Property is not and has not been a site for the use, generation, treatment, manufacture, storage, disposal or transportation of any hazardous materials and there are no hazardous materials located in, on or under the Property;
  - (2) The Property is presently in compliance with all hazardous materials laws, including, without limitation, those relating to soil and ground water conditions;
  - (3) no investigations, inquiries, notices, orders, hearings, actions, or other proceedings by or before any governmental agency are pending or threatened against the Borrower and/or the Property pertaining in any way to (A) the use, generation, treatment,

manufacture, storage, presence, disposal or transportation of hazardous materials from, under, into or on the Property or any portion thereof and/or (B) the violation or alleged violation of, or the noncompliance or alleged noncompliance with, any hazardous materials law; and

(4) No underground storage tanks are presently located, or in the past have been located, in, on or under the Property.

#### 8. General Provisions.

(a) Time is of the essence in the performance of all obligations under this Agreement and the Other Loan Documents.

(b) Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Borrower:

Cochrane Co-Brands II, Inc  
Attn: Charanjit Singh Ghai  
25 E. Airway Blvd  
Livermore, CA 94551  
(510) 573 5905

City: City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037  
Attention: Finance Director

Copy to: City Clerk  
City of Morgan Hill  
17575 Peak Avenue  
Morgan Hill, CA 95037

Such addresses may be changed by notice to the other party given in the same manner as provided above.

(c) If either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder or under any of the Loan Documents, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees which shall be fixed by the court.

(d) If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

(e) This Agreement and the Loan Documents and other instruments given pursuant to this Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any action commenced about this Agreement or any of the Loan Documents shall be filed in the central branch of the Santa Clara County Superior Court.

(f) This Agreement may not be changed orally, but only by agreement in writing signed by the Borrower and the City.

(g) The Loan Documents together embody the agreement between the City and the Borrower for the payment of the Fee. No verbal agreements or conversations with any officer, agent or employee of the City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in the Loan Documents. Any such verbal agreement shall be considered unofficial information and in no way binding upon the City.

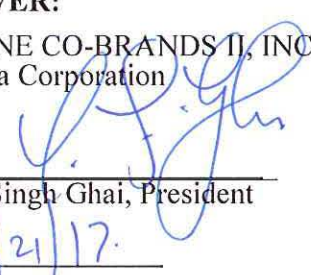
(h) This Agreement and its terms and conditions shall be binding on the successor in interest to Borrower's business or the Property.

- (i) No official or employee of the City shall be personally liable for any default or liability under this Agreement.
- (j) The Borrower covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, or ancestry in any activity pursuant to this Agreement.
- (k) The Borrower shall comply with all applicable laws ordinances, codes, and regulations of the federal, state, and local governments.
- (l) The Borrower shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
- (m) Whenever any approval, notice, direction, consent, request, waiver of condition or other action by the City is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager or Finance Director, or by any person who shall have been designated in writing to the Borrower by the City Manager or Finance Director, without further approval by the City Council, and any such action shall be in writing.
- (n) The following exhibits are attached to and incorporated by reference in this Agreement:
- |           |                               |
|-----------|-------------------------------|
| Exhibit A | Description of the Collateral |
| Exhibit B | Form of UCC-1 Filing          |
- (o) If any term or provision of any Loan Document conflicts with any term or provision of this Agreement, the term or provision of this Agreement shall control to the extent of such conflict.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

**BORROWER:**

COCHRANE CO-BRANDS II, INC  
a California Corporation

  
\_\_\_\_\_  
Charanjit Singh Ghai, President

Date: 6/21/17

\_\_\_\_\_  
Date: \_\_\_\_\_

**CITY:**

CITY OF MORGAN HILL  
a municipal corporation

\_\_\_\_\_  
Steve Rymer, City Manager

Date: \_\_\_\_\_

**Approved as to Form:**

\_\_\_\_\_  
Donald A. Larkin, City Attorney

Date: \_\_\_\_\_

**Attest:**

\_\_\_\_\_  
Michelle Wilson, City Clerk

Date: \_\_\_\_\_



State of **California** )  
County of Alameda )

see Attach  
ACK FOR  
CA  
→

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared CHARANJIT S OTHAI, proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

State of **California** )  
County of Santa Clara )

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of ALAMEDA }

On 6/21/2017 before me, \_\_\_\_\_

**KIRIT AMIN NOTARY PUBLIC**

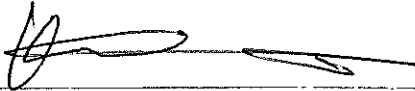
(Here insert name and title of the officer)

personally appeared CHARANJIT S GHAJ

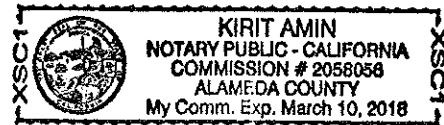
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature



(Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☐ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



State of California )  
 County of Santa Clara )

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared STEVE RYMER proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
 SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

## EXHIBIT A DESCRIPTION OF COLLATERAL

This Exhibit A is attached to that certain UCC-1 Financing Statement identified as follows:

1. DEBTOR:

|                                                           |
|-----------------------------------------------------------|
| Organization's Name:<br><b>Cochrane Co-Brands II, Inc</b> |
|-----------------------------------------------------------|

2. DESCRIPTION OF COLLATERAL:

- A. All inventory, furnishings, fixtures, equipment, supplies, construction materials, goods and other article of personal property, which are now or hereafter owned by debtor and located at, placed upon or about, or affixed or attached to or install in or on the commercial premises ("Premises") commonly known as 1107 Cochrane Road, Morgan Hill, California containing approximately 45,700 square feet of commercial space located in the property complex commonly known as Cochrane Commons stations described in Section C, and used or to be used in the connection with or otherwise relating to the premise or the ownership, use, development, construction, maintenance, management, operation, marketing leasing or occupancy, therefor, and all accessories, attachments, parts or repairs of or to any of such property.
  
- B. All accounts, general intangibles, chattel paper, letter of credit rights, deposit accounts, money, investment property, documents, certificate of title and instruments (whether negotiable or nonnegotiable), contract rights, insurance policies, and all rights to payment of many kind relating to or otherwise arising in connection with or derived from the Premises, (ii) refunds, rebates, reserves, deferred payments, deposits, costs savings and payments of any kind due from or payable by (A) any federal, state, municipal or other government or quasi-government agency, authority or district (individually, a "Government Agency"), or (B) any insurance or utility company, in either case relating to any or all of the Premise, (iii) refunds, rebates and payment of any kind due from or payable by any Governmental Agency for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon Debtor with respect to or upon any or all of the Premises.
  
- C. TENANT'S PARCEL LEGAL DESCRIPTION: The land referred to in this Commitment is situated in the City of Morgan Hill, county of Santa Clara, State of California, and is described as follows:

PARCEL 26 AS SHOWN UPON THAT CERTAIN MAP ENTITLED "PARCEL MAP", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 30, 2006 IN BOOK 805 OF MAPS AT PAGES 21-28.  
APN: 728-37-024

**EXHIBIT B  
FORM OF UCC FILING**

Attachment: Exhibit B: Sewer and Traffic Impact Fee Financing Agreement (1297 : Impact Fee Financing Agreement-Cochrane Commons)

# UCC FINANCING STATEMENT AMENDMENT

17.a

FOLLOW INSTRUCTIONS

|                                                                          |
|--------------------------------------------------------------------------|
| A. NAME & PHONE OF CONTACT AT FILER (optional)                           |
| 4083104652                                                               |
| B. E-MAIL CONTACT AT FILER (optional)                                    |
| C. SEND ACKNOWLEDGMENT TO: (Name and Address)                            |
| City of Morgan Hill<br>17575 Peak Avenue<br>Morgan Hill, CA 95037<br>USA |

**DOCUMENT NUMBER:** 62690930002  
**FILING NUMBER:** 17-75962236  
**FILING DATE:** 07/14/2017 11:29

**IMAGE GENERATED ELECTRONICALLY FOR WEB FILING  
 THE ABOVE SPACE IS FOR CA FILING OFFICE USE ONLY**

|                                                              |                                                                                                                                                                                                                                         |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1a. INITIAL FINANCING STATEMENT FILE NUMBER<br>17-7596129451 | 1b. <input type="checkbox"/> This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Filer: <u>Attach</u> Amendment Addendum (Form UCC3Ad) <u>and</u> provide Debtor's name in item 13 |
|--------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

2. ☐ **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement

3. ☐ **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9  
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. ☐ **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. ☐ **PARTY INFORMATION CHANGE:**  
 Check one of these two boxes: **AND** Check one of these three boxes to:

This Change affects ☐ Debtor or ☐ Secured Party of record. ☐ **CHANGE** name and/or address: Complete item 6a or 6b; and item 7a and 7b and item 7c ☐ **ADD** name: Complete item 7a or 7b, and item 7c ☐ **DELETE** name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

|    |                          |                     |                               |        |
|----|--------------------------|---------------------|-------------------------------|--------|
| OR | 6a. ORGANIZATION'S NAME  |                     |                               |        |
|    | 6b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

|    |                          |                                  |                                            |        |
|----|--------------------------|----------------------------------|--------------------------------------------|--------|
| OR | 7a. ORGANIZATION'S NAME  |                                  |                                            |        |
|    | 7b. INDIVIDUAL'S SURNAME | INDIVIDUAL'S FIRST PERSONAL NAME | INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

|                     |      |       |             |         |
|---------------------|------|-------|-------------|---------|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
|---------------------|------|-------|-------------|---------|

8. ☒ **COLLATERAL CHANGE:** Also check one of these four boxes: ☐ ADD collateral ☐ DELETE collateral ☒ RESTATE covered collateral ☐ ASSIGN collateral

Indicate collateral:  
 Description of Collateral:  
 A. All inventory, furnishings, fixtures, equipment, supplies, construction materials, goods and other article of personal property, which are now or hereafter owned by debtor and located at, placed upon or about, or affixed or attached to or install in or on the commercial premises ("Premises") commonly known as 1107 Cochrane Road, Morgan Hill, California containing approximately 45,700 square feet of commercial space located in the property complex commonly known as Cochrane Commons stations described in Section C, and used or to be used in the connection with or otherwise relating to the

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)  
 If this is an Amendment authorized by a DEBTOR, check here ☒ and provide name of authorizing Debtor

|    |                                                       |                     |                               |        |
|----|-------------------------------------------------------|---------------------|-------------------------------|--------|
| OR | a. ORGANIZATION'S NAME<br>Cochrane Co-Brands II, Inc. |                     |                               |        |
|    | b. INDIVIDUAL'S SURNAME                               | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

10. **OPTIONAL FILER REFERENCE DATA:**

FILING OFFICE COPY

Packet Pg. 468

Attachment: Exhibit B: Sewer and Traffic Impact Fee Financing Agreement (1297 : Impact Fee Financing Agreement-Cochrane Commons)

**UCC FINANCING STATEMENT AMENDMENT ADDENDUM****FOLLOW INSTRUCTIONS**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                         |                     |                                 |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------|---------------------------------|--------|
| 11. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form<br>17-7596129451                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                         |                     |                                 |        |
| 12. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                         |                     |                                 |        |
| OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 12a. ORGANIZATION'S NAME<br>Cochrane Co-Brands II, Inc. |                     |                                 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                         |                     |                                 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 12b. INDIVIDUAL'S SURNAME                               |                     |                                 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | FIRST PERSONAL NAME                                     |                     |                                 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | ADDITIONAL NAME(S)/INITIAL(S)                           |                     |                                 | SUFFIX |
| <div style="display: flex; justify-content: space-between;"> <div>13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13): Provide only <u>one</u> Debtor name (13a or 13b)(use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit</div> <div>DOCUMENT NUMBER: 62690930002</div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                         |                     |                                 |        |
| OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | a. ORGANIZATION'S NAME                                  |                     |                                 |        |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | b. INDIVIDUAL'S SURNAME                                 | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S)   | SUFFIX |
| 14. ADDITIONAL SPACE FOR ITEM 8 (Collateral);<br>premise or the ownership, use, development, construction, maintenance, management, operation, marketing leasing or occupancy, therefor, and all accessories, attachments, parts or repairs of or to any of such property.<br>B. All accounts, general intangibles, chattel paper, letter of credit rights, deposit accounts, money, investment property, documents, certificate of title and instruments (whether negotiable or nonnegotiable), contract rights, insurance policies, and all rights to payment of many kind relating to or otherwise arising in connection with or derived from the Premises, (ii) refunds, rebates, reserves, deferred payments, deposits, costs savings and payments of any kind due from or payable by (A) any federal, state, municipal or other government or quasi-government agency, authority or district (individually, a "Government Agency"), or (B) any insurance or utility company, in either case relating to any or all of the Premise, (iii) refunds, rebates and payment of any kind due from or payable by any Governmental Agency for any taxes, assessments, or governmental or quasi-governmental charges or levies imposed upon Debtor with respect to or upon any or all of the Premises.<br>C. TENANT'S PARCEL LEGAL DESCRIPTION: The land referred to in this Commitment is situated in the City of Morgan Hill, county of Santa Clara, State of California, and is described as follows:<br>PARCEL 26 AS SHOWN UPON THAT CERTAIN MAP ENTITLED "PARCEL MAP", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 30, 2006 IN BOOK 805 OF MAPS AT PAGES 21-28.<br>APN: 728-37-024 |                                                         |                     |                                 |        |
| 15. This FINANCING STATEMENT AMENDMENT:<br><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                         |                     | 17. Description of real estate: |        |
| 16. Name and address of RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                         |                     |                                 |        |
| 18. MISCELLANEOUS:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                         |                     |                                 |        |

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UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS

|                                                                                                 |                                                         |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------|
| 19. INITIAL FINANCING STATEMENT FILE NUMBER: Same as item 1a on Amendment form<br>17-7596129451 |                                                         |
| 20. NAME OF PARTY AUTHORIZING THIS AMENDMENT: Same as item 9 on Amendment form                  |                                                         |
| OR                                                                                              | 20a. ORGANIZATION'S NAME<br>Cochrane Co-Brands II, Inc. |
|                                                                                                 |                                                         |
|                                                                                                 | 20b. INDIVIDUAL'S SURNAME                               |
|                                                                                                 | FIRST PERSONAL NAME                                     |
| ADDITIONAL NAME(S)/INITIAL(S)                                                                   |                                                         |
| SUFFIX                                                                                          |                                                         |

DOCUMENT NUMBER: 62690930002

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|                                                                                                                                                                                                                                                                                                                                                             |                           |                     |                               |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------|-------------------------------|--------|
| 13. Name of DEBTOR on related financing statement (Name of a current Debtor of record required for indexing purposes only in some filing offices - see instruction item 13 Provide only <u>one</u> Debtor name ( 13a or 13b)(use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); see instructions if name does not fit |                           |                     |                               |        |
| OR                                                                                                                                                                                                                                                                                                                                                          | 13a. ORGANIZATION'S NAME  |                     |                               |        |
|                                                                                                                                                                                                                                                                                                                                                             | 13b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX |

14. ADDITIONAL SPACE FOR ITEM 8 (Collateral);

Authorizing Parties (continued):

City of Morgan Hill

|                                                                                                                                                                                                           |                                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 15. This FINANCING STATEMENT AMENDMENT:<br><input type="checkbox"/> covers timber to be cut <input type="checkbox"/> covers as-extracted collateral <input type="checkbox"/> is filed as a fixture filing | 17. Description of real estate: |
| 16. Name and address of RECORD OWNER of real estate described in item 17 (if Debtor does not have a record interest):                                                                                     |                                 |
| 18. MISCELLANEOUS:                                                                                                                                                                                        |                                 |

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## **CITY OF MORGAN HILL PUBLIC WORKS DEPARTMENT**

17575 Peak Avenue Morgan Hill CA 95037 - Office (408)778-6480 Fax (408)779-7236

|                                 |                                                                                                                                                                                                                         |                               |
|---------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>4.17.17</b>                  | <b>FEE SCHEDULE: 01.15.2017</b>                                                                                                                                                                                         | <b>MH Retail Venture LP</b>   |
| DATE                            | PER RESOLUTION 5902,<br>EFFECTIVE JULY 1, 2006<br>AND PER RESOLUTION 5592,<br>INCREASED JANUARY 15, 2009<br>AND PER RESOLUTION 6082,<br>EFFECTIVE FEBRUARY 5, 2007<br>**SEE BACK PAGE FOR ADDITIONAL FEE<br>RESOLUTIONS | NAME                          |
| <b>728-37-024</b>               |                                                                                                                                                                                                                         | <b>1556 Parkside Drive</b>    |
| TRACT / APN                     |                                                                                                                                                                                                                         | MAILING ADDRESS               |
| <b>1107 Cochrane Rd</b>         |                                                                                                                                                                                                                         | <b>Walnut Creek, CA 94596</b> |
| ADDRESS / LOT                   | <b>7.14.17</b>                                                                                                                                                                                                          | CITY, STATE, ZIP CODE         |
| <b>Gas Station/ Burger King</b> | FEE SCHEDULE EXPIRATION DATE                                                                                                                                                                                            | PHONE NUMBER                  |
| PROJECT DESCRIPTION             |                                                                                                                                                                                                                         |                               |

### **NOTES:**

1. PRESSURE REGULATORS ARE REQUIRED ON ALL WATER SERVICES.
2. BACKFLOW PREVENTORS ARE REQUIRED ON ALL NON-RESIDENTIAL WATER SERVICES & FIRE SPRINKLER SERVICES. BACKFLOW INSPECTION FEE SHALL BE PAID PRIOR TO INSPECTION.
3. **MULTI-FAMILY** IS DEFINED AS ANY UNIT WITH TWO BEDROOMS OR LESS.  
**SINGLE FAMILY** IS DEFINED AS ANY UNIT WITH 3 BEDROOMS OR MORE.

☐ **THIS FEE SCHEDULE IS ESTIMATE ONLY**

\_\_\_\_\_  
CALCULATED BY

\_\_\_\_\_  
CHECKED BY

**Bcom2016-0093**  
BUILDING PERMIT #

\_\_\_\_\_  
DATE BLD PERMIT ISSUED

### **SEWER IMPACT FEES WITHIN RDA BOUNDARY**

CHECK APPLICABLE SCENARIO BELOW

#### ☒ **COMMERCIAL OR INDUSTRIAL WITHIN RDA BOUNDARY**

SEWER IMPACT FOR COMMERCIAL & INDUSTRIAL PROJECTS  
TEMPORARILY ADJUSTED TO \$0 EFFECTIVE 02/05/07 PER RES# 6082.

#### ☐ **RESIDENTIAL PROJECTS WITHIN RDCS DOWNTOWN AREA**

SEWER IMPACT FOR SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL  
TEMPORARILY ADJUSTED TO \$0 EFFECTIVE 02/05/07.

#### ☐ **NOT IN RDA AREA BOUNDARY**

\*\* BOTH NORMAL FEES AND ADJUSTED FEES ARE SUBJECT  
TO ANNUAL CPI INCREASES.

☐ **COMMERCIAL OR INDUSTRIAL SHELL**

**RDA SEWER ALLOCATION  
COMPLETED BY:**  
(write Initials below)

\_\_\_\_\_

version 01.15.17 std

**WATER FEES:****1. METER DEPOSIT: 650-37672**

(Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

|                                           |         |   |   |   |         |
|-------------------------------------------|---------|---|---|---|---------|
| 1"                                        | \$468   | x | 4 | = | \$1,872 |
| 1 1/2"                                    | \$1,434 | x | 0 | = | \$0     |
| 2"                                        | \$1,619 | x | 0 | = | \$0     |
| 3" or larger-Time & Material + Meter Cost |         |   |   | = | \$0     |

**METER CREDITS**

\$0 x 0 = \$0

**SUBTOTAL = \$1,872****2. BACKFLOW CONST. INSPECTION: 650-37859**

(Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

|      |   |   |      |   |       |
|------|---|---|------|---|-------|
| \$62 | x | 5 | Each | = | \$310 |
|------|---|---|------|---|-------|

**3. WATER FRONTAGE CHARGE: 650-37663**

(Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

|         |      |   |       |    |   |            |
|---------|------|---|-------|----|---|------------|
| 1 Side  | \$66 | x | 30.47 | LF | = | \$2,011.02 |
| 2 Sides | \$37 | x | 0     | LF | = | \$0        |

**4. WATER IMPACT FEE: 651-37648**

(Auth: Res. #5592 approved 08.21.02, Increased 01.15.17)

|                 |   |   |    |   |     |
|-----------------|---|---|----|---|-----|
| a) Residential  |   |   |    |   |     |
| \$3,751 /DU     | x | 0 | DU | = | \$0 |
| (Single Family) |   |   |    |   |     |
| \$3,384 /DU     | x | 0 | DU | = | \$0 |
| (Multi Family)  |   |   |    |   |     |

b) Commercial & Industrial  
(Includes Landscape Service)

|              |   |      |    |   |          |
|--------------|---|------|----|---|----------|
| \$10,648 /AC | x | 1.31 | AC | = | \$13,949 |
|--------------|---|------|----|---|----------|

**WATER CREDITS**

\$0 x 0 = \$0

**SUBTOTAL = \$13,948.88****WATER FEE TOTALS = \$18,141.90****5. ENGINEERING & INSPECTION FEE: 206-38734**

(Minimum \$500.00):

(Authority: Res. #5902 approved 05.04.05, Updated 07.01.09)

ENGINEERING ESTIMATE: \$69,955

DATE ENGINEERING EST. SUBMITTED:

% APPLIES TO ENGINEER'S ESTIMATE

|                 |           |    |           |   |         |
|-----------------|-----------|----|-----------|---|---------|
| 13.3%           | \$1       | to | \$100,000 | = | \$9,304 |
| 11.8%           | \$100,001 | to | \$200,000 | = | \$0     |
| 10.3%           | \$200,001 | to | \$500,000 | = | \$0     |
| 8.8%            | OVER      |    | \$500,000 | = | \$0     |
| ENGINEERING FEE |           |    |           | = | \$9,304 |
| DEPOSIT PAID    |           |    |           | = | \$0     |

**ENGINEERING FEE TOTAL = \$9,304****5A. LONG RANGE PLANNING FEE: 207-37912****LONG RANGE PLANNING FEE (15% of E&I) = \$1,396****SEWER FEES:****6. SEWER FRONTAGE CHARGE: 640-37663**

(Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

|         |      |     |   |       |    |   |            |
|---------|------|-----|---|-------|----|---|------------|
| 1 Side  | \$66 | /LF | x | 30.47 | LF | = | \$2,011.02 |
| 2 Sides | \$37 | /LF | x | 0     | LF | = | \$0        |

**7. SEWER IMPACT FEE: 641-37648**

(Auth: Res. #6082 approved 02.05.07 &amp; Res. #5592 approved 08.21.02, Increased 01.15.17).

|                            |   |      |     |   |           |
|----------------------------|---|------|-----|---|-----------|
| a) Residential             |   |      |     |   |           |
| \$14,680 /DU               | x | 0    | DU  | = | \$0       |
| (Single Family)            |   |      |     |   |           |
| \$12,424 /DU               | x | 0    | DU  | = | \$0       |
| (Multi Family)             |   |      |     |   |           |
| b) Commercial & Industrial |   |      |     |   |           |
| \$50.26 /GPD               | x | 6389 | GPD | = | \$321,111 |
| \$50.26 /GPD               | x | 0    | GPD | = | \$0       |

**SEWER CREDITS**

\$0 x 0 = \$0

**RDA ASSUMED SEWER OBLIGATION**

|                           |   |   |     |   |     |
|---------------------------|---|---|-----|---|-----|
| \$14,680 /DU              | x | 0 | DU  | = | \$0 |
| (Single Family)           |   |   |     |   |     |
| \$12,424 /DU              | x | 0 | DU  | = | \$0 |
| (Multi Family)            |   |   |     |   |     |
| \$50.26 /GPD              | x | 0 | GPD | = | \$0 |
| (Commercial & Industrial) |   |   |     |   |     |

**SUBTOTAL = \$321,111****SEWER FEE TOTALS = \$323,122.16****STORM DRAIN FEES:****8. STORM DRAIN FRONTAGE CHARGE: 304-37663**

(Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

|         |       |     |   |       |    |   |            |
|---------|-------|-----|---|-------|----|---|------------|
| 1 Side  | \$108 | /LF | x | 30.47 | LF | = | \$3,290.76 |
| 2 Sides | \$53  | /LF | x | 0     | LF | = | \$0        |

**9. STORM DRAIN IMPACT FEE: 303-37648**

(Auth: Res. #5592 approved 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.17)

|                       |   |      |    |   |          |
|-----------------------|---|------|----|---|----------|
| \$3,982 /DU           | x | 0    | DU | = | \$0      |
| (Single Family)       |   |      |    |   |          |
| \$2,071 /DU           | x | 0    | DU | = | \$0      |
| (Multi Family)        |   |      |    |   |          |
| \$43,364 /ACRE        | x | 1.31 | AC | = | \$56,807 |
| (Commercial & Office) |   |      |    |   |          |
| \$31,572 /ACRE        | x | 0    | AC | = | \$0      |
| (Industrial)          |   |      |    |   |          |

**STORM CREDITS**

\$0 x 0 = \$0

**SUBTOTAL = \$56,806.84****STORM DRAIN FEE TOTALS = \$60,097.60**

|                                                                                           |       |   |       |                 |
|-------------------------------------------------------------------------------------------|-------|---|-------|-----------------|
| <b>10. UNDERGROUNDING UTILITIES: 350-37649</b>                                            |       |   |       |                 |
| (Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)                               |       |   |       |                 |
| 1 Side                                                                                    | \$681 | x | 0     | LF = \$0        |
| 2 Sides                                                                                   | \$343 | x | 0     | LF = \$0        |
| <b>11a. PARK IMPACT FEE: 301-37648</b>                                                    |       |   |       |                 |
| (Auth: Res. #5592 appr'd 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.17)          |       |   |       |                 |
| \$5,566 /DU                                                                               |       | x | 0     | DU = \$0        |
| (Single Family - Sub)                                                                     |       |   |       |                 |
| \$4,047 /DU                                                                               |       | x | 0     | DU = \$0        |
| (Single Family - No Sub)                                                                  |       |   |       |                 |
| \$5,363 /DU                                                                               |       | x | 0     | DU = \$0        |
| (Multi Family - Sub)                                                                      |       |   |       |                 |
| \$3,903 /DU                                                                               |       | x | 0     | DU = \$0        |
| (Multi Family - No Sub)                                                                   |       |   |       |                 |
| <b>11b. PARK MAINTENANCE DEV. FEE: 302-37649</b>                                          |       |   |       |                 |
| \$0                                                                                       |       | x | 0     | CAL = \$0       |
| <b>PARK CREDITS</b>                                                                       |       |   |       |                 |
| \$0                                                                                       |       | x | 0     | = \$0           |
| <b>PARK FEE TOTAL = \$0</b>                                                               |       |   |       |                 |
| <b>12. TRAFFIC IMPACT FEE: 309-37648</b>                                                  |       |   |       |                 |
| (Auth: Res. #15-152 approved 06.17.15 & Res. #5592 approved 08.21.02, Increased 01.15.17) |       |   |       |                 |
| \$1,928 /DU                                                                               |       | x | 0     | DU = \$0        |
| (Single Family)                                                                           |       |   |       |                 |
| \$1,196 /DU                                                                               |       | x | 0     | DU = \$0        |
| (Multi Family)                                                                            |       |   |       |                 |
| \$1,928 /PHT                                                                              |       | x | 130.3 | PHT = \$251,218 |
| (Commercial)                                                                              |       |   |       |                 |
| \$1,928 /PHT                                                                              |       | x | 0     | PHT = \$0       |
| (Industrial)                                                                              |       |   |       |                 |
| <b>TRAFFIC CREDITS</b>                                                                    |       |   |       |                 |
| \$0                                                                                       |       | x | 0     | = \$0           |
| <b>TRAFFIC FEE TOTAL = \$251,218</b>                                                      |       |   |       |                 |
| <b>13. LIBRARY IMPACT FEE: 348-37648</b>                                                  |       |   |       |                 |
| (Auth: Res. #5837 appr'd 09.01.04, Amdd by Res. 6326 4.28.10, Increased 01.15.17)         |       |   |       |                 |
| \$2,044 /DU                                                                               |       | x | 0     | DU = \$0        |
| (Single Family)                                                                           |       |   |       |                 |
| \$1,969 /DU                                                                               |       | x | 0     | DU = \$0        |
| (Multi Family)                                                                            |       |   |       |                 |
| <b>LIBRARY CREDITS</b>                                                                    |       |   |       |                 |
| \$0                                                                                       |       | x | 0     | = \$0           |
| <b>LIBRARY FEE TOTAL = \$0</b>                                                            |       |   |       |                 |
| <b>14. BURROWING OWL MITIGATION: 232-38145</b>                                            |       |   |       |                 |
| (Authority: Res. #5765 approved 01.21.04, Increased 07.01.16)                             |       |   |       |                 |
| \$200 /DU                                                                                 |       |   | 0     | DU = \$0        |
| (Residential)                                                                             |       |   |       |                 |
| \$1,395 /AC                                                                               |       |   | 1.31  | AC = \$1,827    |
| (Commercial/Industrial)                                                                   |       |   |       |                 |

|                                                                                   |         |   |      |              |
|-----------------------------------------------------------------------------------|---------|---|------|--------------|
| <b>15a. MAP CHECK FEE: 206-38716</b>                                              |         |   |      |              |
| (Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)                       |         |   |      |              |
| PARCEL MAP:                                                                       | \$3,805 | = |      | \$0          |
| TRACT MAP:                                                                        | \$5,667 | = |      | \$85         |
| <b>16. POLICE IMPACT FEE: 311-37648</b>                                           |         |   |      |              |
| (Auth: Res. #5686 appr'd 06.18.03, Amdd by Res. 6326 4.28.10, Increased 01.15.17) |         |   |      |              |
| \$794 /DU                                                                         |         | x | 0    | DU = \$0     |
| (Single Family)                                                                   |         |   |      |              |
| \$767 /DU                                                                         |         | x | 0    | DU = \$0     |
| (Multi Family)                                                                    |         |   |      |              |
| \$1,724 /ACRE                                                                     |         | x | 1.31 | AC = \$2,258 |
| (Commercial)                                                                      |         |   |      |              |
| \$2,415 /ACRE                                                                     |         | x | 0    | AC = \$0     |
| (Industrial)                                                                      |         |   |      |              |
| <b>POLICE CREDITS</b>                                                             |         |   |      |              |
| \$0                                                                               |         | x | 0    | = \$0        |
| <b>POLICE FEE TOTAL = \$2,258</b>                                                 |         |   |      |              |
| <b>17. FIRE IMPACT FEE: 313-37648</b>                                             |         |   |      |              |
| (Auth: Res. #6671 approved 07.17.13, Increased 01.15.17)                          |         |   |      |              |
| \$122 /DU                                                                         |         | x | 0    | DU = \$0     |
| (Single Family)                                                                   |         |   |      |              |
| \$116 /DU                                                                         |         | x | 0    | DU = \$0     |
| (Multi Family)                                                                    |         |   |      |              |
| \$1,604 /ACRE                                                                     |         | x | 1.31 | AC = \$2,101 |
| (Commercial)                                                                      |         |   |      |              |
| \$1,604 /ACRE                                                                     |         | x | 0    | AC = \$0     |
| (Industrial)                                                                      |         |   |      |              |
| <b>FIRE CREDITS</b>                                                               |         |   |      |              |
| \$0                                                                               |         | x | 0    | = \$0        |
| <b>FIRE FEE TOTAL = \$2,101</b>                                                   |         |   |      |              |
| <b>18. PUBLIC FACILITIES IMPACT FEE: 347-37648</b>                                |         |   |      |              |
| (Auth: Res. #5592 appr'd 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.17)  |         |   |      |              |
| \$530 /DU                                                                         |         | x | 0    | DU = \$0     |
| (Single Family)                                                                   |         |   |      |              |
| \$510 /DU                                                                         |         | x | 0    | DU = \$0     |
| (Multi Family)                                                                    |         |   |      |              |
| \$1,167 /ACRE                                                                     |         | x | 1.31 | AC = \$1,529 |
| (Commercial)                                                                      |         |   |      |              |
| \$1,634 /ACRE                                                                     |         | x | 0    | AC = \$0     |
| (Industrial)                                                                      |         |   |      |              |
| <b>PUBLIC FACILITIES CREDITS</b>                                                  |         |   |      |              |
| \$0                                                                               |         | x | 0    | = \$0        |
| <b>PUBLIC FACILITIES FEE TOTAL = \$1,529</b>                                      |         |   |      |              |
| <b>20. COMMNTY/REC CTRS IMPACT FEE: 360-37648</b>                                 |         |   |      |              |
| (Auth: Res. #15-152 appr'd 8.17.15, increased 01.15.17)                           |         |   |      |              |
| \$3,791 /DU                                                                       |         | x | 0    | DU = \$0     |
| (Single Family)                                                                   |         |   |      |              |
| \$3,326 /DU                                                                       |         | x | 0    | DU = \$0     |
| (Multi Family)                                                                    |         |   |      |              |
| <b>PUBLIC FACILITIES CREDITS</b>                                                  |         |   |      |              |
| \$0                                                                               |         | x | 0    | = \$0        |
| <b>PUBLIC FACILITIES FEE TOTAL = \$0</b>                                          |         |   |      |              |

| 19. RDCS MEASURE C FEES:         |             |              |
|----------------------------------|-------------|--------------|
| School Pedestrian Safety         | (355-37655) | = \$0        |
| Public Facilities                | (346-37649) | = \$0        |
| Park Development                 | (302-37649) | = \$0        |
| Public Fac. - Circulation        | (346-37649) | = \$0        |
| <b>TOTAL RDCS MEASURE C FEES</b> |             | <b>= \$0</b> |

| OTHER:                |             |                    |
|-----------------------|-------------|--------------------|
| LED Streetlight Fund  | (010-37722) | = \$0              |
| Construction Water    | (651-37648) | = \$541            |
|                       |             | = \$0              |
| <b>TOTAL FEES DUE</b> |             | <b>= \$671,622</b> |

## Notes &amp; Comments:

Pad K = Parcel 26 = 57,141 SF = 1.31 AC.

Convenience Store = 2,607 SF, Burger King w/Drive thru = 2,420 SF, Car wash = 768 SF

**Traffic:**

Fast food w/drive thru = 34.64PHT/1000sf. ITE 7th Ed. Ave. veh trip ends vs. 1000sf. PM peak of adj street traffic.

Gas station w/conv. Store & car wash = 13.33 PHT/VFP. ITE 7th Ed. Ave. veh trip ends vs. Vehicle Fueling Position. PM peak

Sandag pass-by: fast food = 40%, gas station = 50%

Burger King = (2,420sf)(34.64pht/1000sf)(.6) = 50.3 PHT

Gas station w/conv. Store & car wash = (12 fueling positions)(13.33pht/fueling position)(.5) = 80 PHT

Total = 50.3pht + 80 pht = 130.3 PHT

**Sewer:**

Fast food = 0.853 gpd/sf, Car wash = 4.78 gpd/sf, gas station= 0.251 gpd/sf

Burger King = (2,420sf)(0.853gpd/sf) = 2,064 gpd

Gas station = (2,607 sf)(0.251 gpd/sf) = 654 gpd

Car wash = (768 sf)( 4.78 gpd/sf) = 3,671 gpd

Totals = 2,064 gpd + 654 gpd + 3,671gpd = 6,389 gpd

Deferred frontage fees, E&I, construction water and map fee added as listed on the attached spreadsheet.

4 - 1" water meters.

**\*\*OTHER FEE RESOLUTIONS:**

RESOLUTION 5006, EFFECTIVE 07.03.1996  
 RESOLUTION 5128, EFFECTIVE 01.05.1998  
 RESOLUTION 5658, EFFECTIVE 03.19.2003  
 RESOLUTION 5686, EFFECTIVE 08.18.2003  
 RESOLUTION 5765, EFFECTIVE 01.21.2004  
 RESOLUTION 5837, EFFECTIVE 10.18.2004  
 RESOLUTION 6080, EFFECTIVE 01.17.2007  
 RESOLUTION 6133, EFFECTIVE 12.05.2007  
 RESOLUTION 6326, EFFECTIVE 04.28.2010  
 RESOLUTION 6671, EFFECTIVE 09.16.2013



## RESOLUTION NO.

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SEWER AND TRAFFIC IMPACT FEE FINANCING AGREEMENT WITH COCHRANE CO-BRANDS II, INC. FOR THE DEVELOPMENT OF A 76 GAS STATION AND BURGER KING RESTAURANT AT COCHRANE COMMONS

**WHEREAS**, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California (“City”), is authorized to enter into contracts and agreements for the benefit of the City; and

**WHEREAS**, the reasons supporting the entrance of the City into that certain agreement described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report submitted for the City Council meeting scheduled for July 19, 2017, submitted to the City Council by the City Manager (the “Staff Report”), the contents of which Staff Report are incorporated herein by this reference; and

**WHEREAS**, the consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council meeting agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a public meeting on the adoption of this Resolution at which meeting the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other information provided in connection with the adoption of this Resolution; and

**WHEREAS**, existing law generally allows local governments to make their own decisions regarding local economic development matters; and

**WHEREAS**, the loss of redevelopment has left the City, as well as all cities within the State, with a loss of local resources to encourage economic development; and

**WHEREAS**, the information required by Section 53083 of the California Government Code as added by Assembly Bill 562 (“AB 562”) is provided in the Staff Report. AB 562, titled “Economic Development Subsidies: Review by Local Agencies,” which was codified on October 13, 2013, and went into effect on January 1, 2014, requires each local agency, as defined, to provide specified information to the public before approving an economic development subsidy or assistance of \$100,000 or more, as defined, within its jurisdiction, and to review, hold hearings, and provide reports at specified intervals. Based upon the decision to terminate redevelopment statewide, the Governor and State Legislature recognized the necessity for local governments to encourage employment and retain jobs and businesses by giving economic assistance to businesses and the importance of facilitating public input; and

**WHEREAS**, encouraging and developing other businesses in the City that are, or can be, key sources of sales tax revenue would diversify and increase revenue sources for the City's general fund, which supports public services provided by the City to its residents and local businesses; and

**WHEREAS**, the City Council determines that the Sewer and Traffic Impact Fee Financing Agreement is consistent with the City's Sewer and Traffic Impact Fee Deferral Program adopted in February 2006 to stimulate commercial development and is necessary for the preservation and protection of the public health, safety or welfare of the community, and is in accord with the public purposes and provisions of applicable State and local laws and requirements.

**WHEREAS**, the City Council determines that adoption of this Resolution is in the public interest.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:**

**Section 1.**     Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

**Section 2.**     Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

- a. That the Sewer and Traffic Impact Fee Financing Agreement dated July 19, 2017 with Cochrane Co-Brands II, Inc, a California Corporation for the creation of a new 76 Gas Station and a new Burger King restaurant at Cochrane Commons, Morgan Hill, substantially in the form attached hereto as Exhibit B and incorporated herein by this reference (the "Sewer and Traffic Impact Fee Financing Agreement"), is hereby approved.
- b. That the City Manager is hereby delegated authority to and is authorized and directed to do everything necessary and appropriate to execute the Agreement substantially in the form attached hereto as Exhibit B; provided, specifically, that the total amounts to be financed under the Sewer and Traffic Impact Fee Financing Agreement shall in no event exceed Four Hundred Fifty Seven Thousand Eight Hundred and Sixty Three Dollars (\$457,863).

**Section 3.**     This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of Morgan Hill at the meeting held on this 19th day of July, 2017 by the following vote:

**AYES:**           **COUNCIL MEMBERS:**

**NOES:**          **COUNCIL MEMBERS:**

**ABSTAIN:**      **COUNCIL MEMBERS:**



**ABSENT: COUNCIL MEMBERS:**

**ATTEST:**

\_\_\_\_\_  
**IRMA TORREZ**  
 City Clerk

\_\_\_\_\_  
**STEVE TATE**  
 Mayor

**CERTIFICATION**

**I, Irma Torrez, City Clerk of the City of Morgan Hill, California,** do hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_\_, adopted by the City Council at the meeting held on July 19, 2017.

**WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**IRMA TORREZ**  
 City Clerk

WHEN RECORDED MAIL TO:  
 Cochrane Co-Brands II, Inc.  
 1904 Via Di Salerno  
 Pleasanton, CA 94566

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 728-37-024

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is dated for reference purposes as of July \_\_, 2017, and is made by and between Morgan Hill Retail Venture L.P., a California limited partnership ("Landlord"), and Cochrane Co-Brands II, Inc., a California corporation ("Tenant").

### RECITAL

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated February 4, 2016, as amended by that certain First Amendment to Ground Lease dated July \_\_, 2017 (collectively, the "Lease"), which Lease pertains to a certain "Leased Premises" located in the City of Morgan Hill, County of Santa Clara, State of California, legally described in the Lease as

**PARCEL 26 AS SHOWN UPON THAT CERTAIN MAP ENTITLED "PARCEL MAP", WHICH MAP WAS FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON AUGUST 30, 2006 IN BOOK 805 OF MAPS AT PAGES 21-28.**

### MEMORANDUM

NOW, THEREFORE, for good and valuable consideration, Landlord and Tenant do hereby acknowledge, represent, and agree as follows:

1. **Lease of Premises.** Landlord and Tenant do hereby acknowledge that they have entered into the Lease relating to the Leased Premises. Without limiting the effectiveness of the Lease, Landlord hereby demises, rents and leases to Tenant, and Tenant hereby leases, rent and hires from Landlord, the Leased Premises, on the terms and conditions set forth in the Lease, which is incorporated herein by this reference.
2. **Term.** The Lease is entered into as of February 4, 2016, for a term commencing on the Rent Commencement Date and continuing thereafter to and including the date which is thirty (30) years from the Rent Commencement Date. Rent, including Minimum Rent and Additional Rent, shall commence on the earlier of (a) January 1, 2018, or (b) the date Tenant first opens for business at the Leased Premises.
3. **Exclusive.** Section 16.26 of the Lease provides as follows: After the Effective Date and for so long as Tenant is not in default under this Lease, Landlord agrees not to lease and/or sell a parcel within the Shopping Center to a tenant whose Primary Business is a fuel station (Primary Business is defined as over fifteen percent (15%) of such tenant's

total annual gross revenues) ("Restriction"). Notwithstanding anything contained herein to the contrary, the Restriction shall not in any way or manner limit, restrict, encumber, prohibit, or apply to the following: (a) the Target building and/or parcel, including any such area that such tenant(s) may expand into in the future; (b) the Major buildings and/or parcels of including any such area that such tenant(s) may expand into in the future as shown on Exhibit A of the Lease, or any Tenant occupying over 25,000 SF of building area; (c) any tenant with a signed lease as of the Effective Date of this Lease; and (d) the successors and/or assigns of the tenants referenced in the clauses (a)- (d) above.

4. **Termination.** Upon any termination of the Lease, Tenant shall, at Landlord's request, execute, have acknowledged and deliver to Landlord a quitclaim deed of Tenant's interest in and to the Leased Premises. If Tenant fails to so deliver to Landlord such a quitclaim deed, Tenant hereby agrees that Landlord shall have the full authority and right to record such a quitclaim deed signed only by Landlord and such quitclaim deed shall be deemed conclusive and binding upon Tenant.
5. **Recording Costs.** Tenant agrees to pay any and all costs of recordation of this memorandum, including, but not limited to, transfer tax.
6. **Warning.** This memorandum does not set forth all of the material terms or conditions of the Lease. The purpose of this memorandum is to give notice of the existence the Lease. For further particulars as to all the terms of the Lease, reference should be had to the original in the possession of Landlord or Tenant.
7. **Counterparts.** This memorandum may be executed in counterpart, and the counterpart original signature and notary acknowledgements pages may be inserted into one document for purposes of recordation. This memorandum shall be effective and binding when counterparts hereof have been executed by the parties.

*[REMAINDER OF THIS PAGE BLANK, SIGNATURES TO FOLLOW]*

IN WITNESS HEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

Morgan Hill Retail Venture, L.P.  
a California limited partnership

By: Browman Development Company, Inc.  
a California Corporation  
its general partner

**SIGNED IN COUNTERPART**

By: \_\_\_\_\_  
Darryl Browman, President

Cochrane Co-Brands II, Inc.  
a California Corporation

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By: JP DiNapoli Companies, Inc.,  
a California corporation,  
its general partner

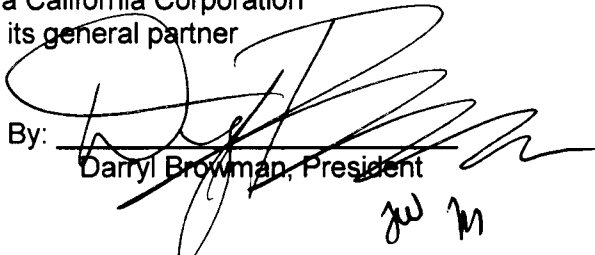
By: \_\_\_\_\_  
John DiNapoli, President

IN WITNESS HEREOF, the parties hereto have executed this Memorandum of Lease as of the day and year first above written.

Morgan Hill Retail Venture, L.P.  
a California limited partnership

Cochrane Co-Brands II, Inc.  
a California Corporation

By: Browman Development Company, Inc.  
a California Corporation  
its general partner

By:   
Darryl Browman, President

By: \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

By: JP DiNapoli Companies, Inc.,  
a California corporation,  
its general partner

SIGNED IN COUNTERPART

By: \_\_\_\_\_  
John DiNapoli, President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

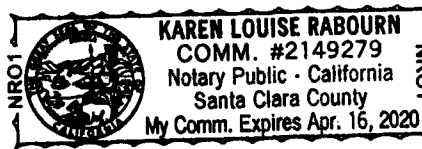
County of Santa Clara ) ss

On July 6, 2017, before me, Karen Louise Rabourn, personally appeared, John W. Nappi who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss  
 County of CONTRA COSTA )

On JULY 5, 2017, before me, LORI F. SKELTON, NOTARY PUBLIC, personally appeared, DARRYL BROWMAN who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lori F. Skelton  
 Signature



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, personally appeared, \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

Signature \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss  
County of \_\_\_\_\_ )

On \_\_\_\_\_, 2017, before me, \_\_\_\_\_, personally appeared, \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

**WITNESS my hand and official seal.**

Signature \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MORGAN HILL, IN THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Parcel 26, as shown upon that certain map entitled Parcel Map, which map was filed in the office of the Santa Clara County Recorder, on August 30, 2006 in Book 805 of Maps, Pages 21 through 28.

Attachment: Exhibit D: Lease Agreement (1297 : Impact Fee Financing Agreement-Cochrane Commons)

**From:** [D. Muirhead](#)  
**To:** [Angie Gonzalez](#); [Michelle Wilson](#)  
**Subject:** Morgan Hill City Council Meeting July 19, 2017 Item #12: Proposition 64 (Marijuana) Update  
**Date:** Tuesday, July 18, 2017 5:36:09 PM

---

Dear Morgan Hill City Council,

Comments for the Public Record submitted by  
Doug Muirhead, a resident of Morgan Hill, for:  
Morgan Hill City Council  
Meeting July 19, 2017  
Item #12: Proposition 64 (Marijuana) Update

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Item #12: Proposition 64 (Marijuana) Update

You cannot regulate use if a product or behavior is prohibited.  
You cannot peacefully and legally resolve conflict if a product  
or behavior is prohibited.

A lesson from the 1920s alcohol prohibition:

A product is profitable due to demand and being illegal.

Objection 1: Agenda Title inadequate and potentially misleading

Objection 2: Ignoring Will of the People

Objection 3: Lack of Public Engagement

Objection 4: One-sided bias - consultant for future workshop

Objection 5: A Tale of Two Cities

Objection 6: No video on-line or on DVD at Library

Narrative 1: Agenda Title inadequate and potentially misleading

"Proposition 64 (Marijuana) Update" provides no hint  
that you are planning to introduce an ordinance revising the  
Municipal Code restrictions on medical marijuana to restrict  
both medical and recreational marijuana activities.

Narrative 2: Ignoring Will of the People

Prop 215, not a law passed by politicians,

but an initiative passed by a vote of the people:

Santa Clara County Yes 316,745 65% No 173,545 35% NV 45,159 8%

Prop 64, not a law passed by politicians,

but an initiative passed by a vote of the people:

Santa Clara County Yes 406,385 58.29% No 290,786 41.71%

Morgan Hill Yes 10,681 57.3% No 7,938 42.6%

Narrative 3: Lack of Public Engagement

You added additional restrictions to the Medical Marijuana  
ordinance on December 16 2015.

Note that staff does not mention this in Previous Actions.

At that time, you claimed that you had to act so as not to be  
pre-empted by State law and that a period of five months  
(October 9, 2015 to March 1, 2016) was considered a time frame  
too short to conduct community engagement.

This time, you say you are clarifying the municipal code and  
continuing the conversation related to allowed uses of recreational  
marijuana. But what you are really doing is expanding the scope of

the prohibitions in the current ordinance to apply to both medical and recreational marijuana sales, cultivation, and distribution.

You also claim that COMMUNITY ENGAGEMENT is "Involve" because there may be a future workshop which will "involve the community".

Narrative 4: One-sided bias - consultant for future workshop

From the staff report: To learn more about the recreational marijuana industry, its community impacts, and potential new City revenue, staff contacted HdL Companies(HdL). HdL presently provides counsel to approximately 70 cities throughout California on best practices for marijuana regulation and expectations for potential revenue and impacts.

You make no attempt to provide a balanced presentation. 60% of people who cared enough to vote are not being heard. You can find State legislature information hearings and forums on the California Channel, if you have no other way to identify advocacy organizations.

Narrative 5: A Tale of Two Cities

Repeating my testimony from December 2015:

Some negative effects of allowing/regulating versus prohibiting are said to be rise in crime, negative social impacts, expensive enforcement Yet you had a similar situation in our downtown in 2010 with another mood-and behavior-modifying drug; you did not pass ordinance outlawing sale of all alcohol in city; instead police and staff worked with businesses and state regulators to modify operations, and police also modified their operations, getting out of cars and patrolling on foot. This was well-received by all.

Narrative 6: No video on-line or on DVD at Library

From the staff report: On February 1, 2017, Council held a workshop on recreational marijuana.

Attempts to view the workshop video Monday and Tuesday afternoon return an error. There is also no DVD of the video at the Library.

Rather than a presentation, perhaps you could play the original "Reefer Madness" (1936).

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Thank you for your consideration,  
Doug Muirhead, Morgan Hill



# Bikeways, Trails, Parks and Recreation **Master Plan**

July 2017



*Morgan Hill City Council Meeting – July 19, 2017*

## *Bikeways, Trails, Parks and Recreation Master Plan Adoption*

*Agenda Item: 13*

## **Background**

- Master Plan Update has been a two year process led by the Parks and Recreation Commission
- Council provided changes and direction on the Final Draft Master Plan in February
- CEQA work is now completed and plan ready for adoption.

## **Recommended Actions**

- Adopt Master Plan and approve amendment to the General Plan EIR for the Master Plan
- Provide Specific Feedback on next steps in implementing Master Plan in relation to the Friendly Inn and El Toro Youth Center

## **Boys & Girls Club and Friendly Inn Use**

- Master Plan was updated to include a new policy per Council Direction

*Support the Boys & Girls Club of Silicon Valley's future use of the Friendly Inn Community Center, including evaluating the feasibility of a facility exchange or relocation for the community service organizations currently utilizing the Friendly Inn.*

## **Considerations**

- Boys & Girls Club Desire to move as quickly as possible
- Current use of Friendly Inn by non-profit organizations
- Future Use of El Toro Youth Center Building
- Future of a City run non-profit Center

## **July 18 Parks and Recreation Commission Meeting**

The Commission recommends the Council direct staff to move forward with the “next steps” outlined in the report in relation to the Friendly Inn, El Toro Youth Center, and the Boys and Girls Club. The Commission further recommends the Council continue to support having a non-profit center for its citizens and continue to support the current tenants of the Friendly Inn. (6-0 Vote)



## **Policy Questions**

1. Should planning for the Boys & Girls Club use of the Friendly Inn begin immediately?
2. Does the City Council wish to find an alternative long-term site to be utilized as a non-profit center?
3. Should the City consider alternatives for the current El Toro Youth Center site outside of use as a non-profit center?

## **Recommended Next Steps for Next 60 Days**

1. Development of an agreement with the Boys & Girls Club for use of the Friendly Inn beginning in August 2018.
2. Work with the Friendly Inn tenants to develop a relocation plan for current Friendly Inn tenants to utilize 1) the El Toro Youth Center as the future non-profit center or 2) a location other than the El Toro Youth Center.

**From:** Daren Casagrande  
**To:** [Michelle Wilson](#)  
**Cc:** [Daniel Mahan](#); [Chris Ghione](#); [Jennie Tucker](#)  
**Subject:** Friendly Inn Designation  
**Date:** Wednesday, July 19, 2017 4:02:44 PM

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Good Afternoon Council Member Wilson,

My name is Daren Casagrande and I am the Director of Clinical Operations for Advent Group Ministries (one of the vendors at the Friendly Inn). I apologize for the last minute email, but I just learned of this being a council agenda item a couple days ago. At the Friendly Inn we provide drug and alcohol as well as co-occurring drug and alcohol/mental health services at no cost to youth in the Morgan Hill/South County region under contract with Santa Clara County. Many of the youth we work with are the most at-risk youth and families that your community has to offer and we are there to offer critical support in the midst of their challenges.

While I understand that the Friendly Inn might make a nice one-stop facility for the Boys and Girls Club of America, there are a number of reasons that moving the location of our services would provide significant hardship to our programming. To be brief as I can, they are as follows:

- 1) Our funders require that our facility be certified by DHCS. To change facilities requires a reapplication for site certification which can take 6-8 months. No services would be able to be reimbursable, and therefore could not be rendered in the interim. Additionally, one of the primary requirements of site certification is confidential, dedicated counseling space. Something the El Toro Youth Center does not provide.
- 2) The Friendly Inn is near a transit center, and many of the youth and families use public transit to come to our site. That transit center connects multiple service areas for the bus lines
- 3) Developing a support community is a critical element to prolonged success for the youth that we serve. Having AA and NA in the same building means that it is convenient (so they're more likely to go), and extremely valuable to our program.
- 4) Our proximity to high-utilizing populations in Morgan Hill means we are embedded in the community that needs us most

Beyond the reasons it would be detrimental for us to move, we additionally have interest in expanding our share of the facility use at the Friendly Inn now that we are aware that Work2Future is vacating the central area. Ideally, we would love to use that space for our parenting AOD prevention program curricula know as Strengthening Families. We would also potentially use the space for tutoring and educational services for some of our residential care youth. Lastly, we would also use it at some office space so that more of the current space that we occupy at the Friendly Inn could be used for counseling. Long-term, I also seek to find funding to be able to provide a fitness and health based prevention gym that could be opened for all youth in the community - perhaps located at the Friendly Inn - and provide a multitude of community support services such as food, clothing, tutoring, and information. Needless to say, we have a large vision for how the space could be used and I'm not sure how relocating might affect that.

Thank you for your time and consideration.

Best Regards,

Daren Casagrande, MA, LMFT92438  
Director of Clinical Operations  
Advent Group Ministries  
90 Great Oaks Boulevard, #108  
San Jose, CA 95119  
408-281-0708 x106  
408-281-2658 (fax)  
<http://www.adventgm.org>

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*Morgan Hill City Council Meeting – July 19, 2017*

*Inclusive Playground Consultant Services*

*Agreement with Magical Bridge*

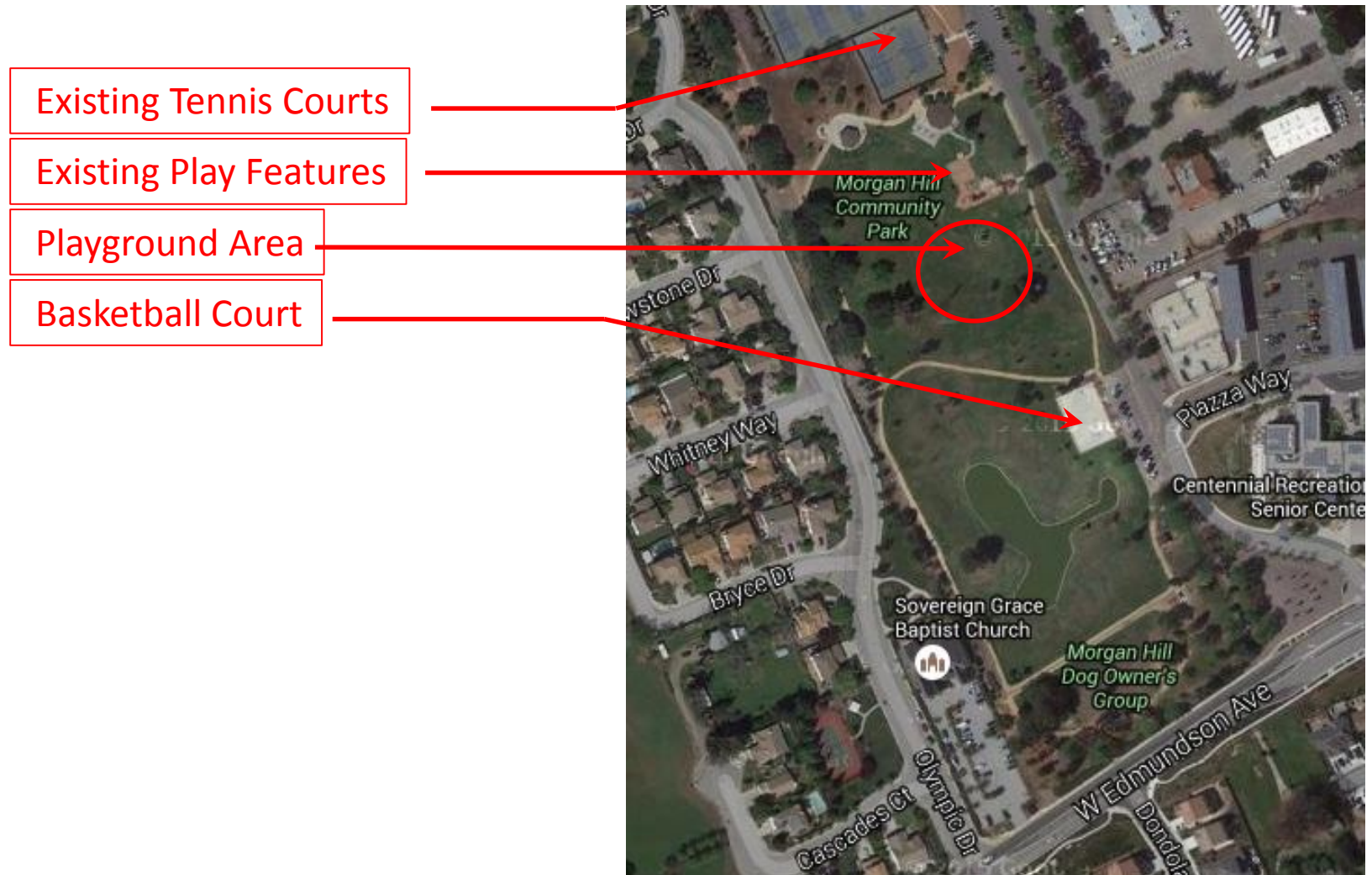
*Agenda Item: 14*

## **Background**

- A playground for everyone
- Volunteer initiated project
- Designated location Community Park



## Park Location



# Playground Concept Design



## **Current Status**

- Current fundraising and grants \$440,000
- Estimated project cost \$5.2 Million
- Fundraising for the project has stalled
- Major grant opportunity this Fiscal Year with the County of Santa Clara



## **Magical Bridge Opportunity**

- Recently formed non-profit organization
- Experience in fundraising and design of playgrounds
  - Palo Alto
  - Redwood City
  - Sunnyvale

## **Magical Bridge Opportunity**

- Consultant Agreement would include:
  - Fundraising
  - Grant writing
  - Design support
  - Marketing and promotions
  - Coordination with current volunteers

## **Magical Bridge Opportunity**

- **Agreement Breakdown:**

| <b>Milestone</b>                         | <b>Payment</b>   |
|------------------------------------------|------------------|
| Retainer/Initial Payment                 | \$200,000        |
| Final Design Certification               | 75,000           |
| Successful Fundraising of \$1.23 million | 75,000           |
| Completion and Opening                   | <u>75,000</u>    |
| <b>Total</b>                             | <b>\$425,000</b> |

- Park to be branded as a Magical Bridge Playground



## **July 18 Parks and Recreation Commission Meeting**

The Commission recommends approval of the agreement with the Magical Bridge Foundation. (6-0 Vote)

### **Staff Recommended Action**

Authorize the City Manager to execute, further negotiate, and subsequently administer an agreement with the Magical Bridge Foundation for services up to \$600,000 related to the development of an inclusive playground in Morgan Hill.

## Item # 14

AGENDA DATE: 07/19/17  
SUPPLEMENTAL # 1

**From:** Olenka Steciw Villarreal <[os94301@gmail.com](mailto:os94301@gmail.com)>

**Date:** July 16, 2017 at 12:36:27 PM PDT

**To:** [steve.tate@morganhill.ca.gov](mailto:steve.tate@morganhill.ca.gov), [larry.carr@morganhill.ca.gov](mailto:larry.carr@morganhill.ca.gov), [rich.constantine@morganhill.ca.gov](mailto:rich.constantine@morganhill.ca.gov), [caitlin.jachimowicz@morgan-hill.ca.gov](mailto:caitlin.jachimowicz@morgan-hill.ca.gov), [rene.spring@morganhill.ca.gov](mailto:rene.spring@morganhill.ca.gov), [irma.torrez@morganhill.ca.gov](mailto:irma.torrez@morganhill.ca.gov), [david.clink@morganhill.ca.gov](mailto:david.clink@morganhill.ca.gov), [steve.rymer@morganhill.ca.gov](mailto:steve.rymer@morganhill.ca.gov), [michelle.wilson@morganhill.ca.gov](mailto:michelle.wilson@morganhill.ca.gov)

**Cc:** Chris Ghione <[Chris.Ghione@morganhill.ca.gov](mailto:Chris.Ghione@morganhill.ca.gov)>

**Subject:** Magical Bridge playground project seeks your approval this Wednesday 7/19/17

Hello Honorable Mayor Tate, Mayor Pro Tem Carr, Council members Constantine, Jachimowicz, Spring, City Manager Rymer, Deputy City Clerk Wilson and elected officials Ms. Torrez and Mr. Clink,;

At this Wednesday's City Council meeting, you will be asked to vote on a [Magical Bridge playground for Morgan Hill](#) and I am writing to ask for your approval.

Your leadership in bringing a [Magical Bridge](#) playground to Morgan Hill would be a beautiful and lasting legacy for not only your own community, but for all who visit. Our passion to create playgrounds stems from the fact that 1 in every 5 of today's playground visitors are unable to fully participate in outdoor play due to a physical or cognitive difference. Magical Bridge playground has been heralded as the nation's most innovative inclusive playground because our mindful design incorporates the unique needs of everybody and provides a magical gathering place for all!

Last week, the City of Sunnyvale's City council unanimously approved adding a Magical Bridge to its community and the enthusiasm around it has been tremendous. We look forward to announcing the city of Morgan Hill's strong and compassionate leadership as you cast your vote to partner with us.

[7/14/17 KPIX news announces Magical Bridge playground for Sunnyvale CA](#)

I'd like to invite you to experience the joy of Magical Bridge by allowing our team to provide you with a tour of our Palo Alto site. Until then, I look forward to the magical possibilities that await Morgan Hill, and thank you in advance for kind support.

Warmly,

Olenka Villarreal

Founder, Magical Bridge Playground in Palo Alto CA

Co-Founder, Magical Bridge Foundation (501c3)

[650-380-1557](tel:650-380-1557)

[www.magicalbridge.org](http://www.magicalbridge.org)

<https://www.facebook.com/MagicalBridge>

[\*The Magic of Magical Bridge!\*](#)



*Morgan Hill City Council Meeting – July 19, 2017*  
*Outdoor Sports Center Update*  
*Agenda Item: 15*

## **Policy Questions**

1. As part of an RFP, is it still a priority to balance community access with the ability to generate revenue?
2. What guiding principles should be included in the development of an RFP, to ensure desired long-term operations?
3. Should the City utilize Park Maintenance Funds (302) to replace the artificial turf fields, knowing it will accelerate the need to find an alternate funding strategy for Park Maintenance?

## **May 17 Council Meeting OSC Update**

- Significant operator difficulties
- Artificial turf in need of replacement
- Recommendation for RFP for a future operations
- Recommendation to move forward in development of a destination management organization
- Council requested more information before moving forward with an RFP

## **Purpose of this Agenda Item**

- Provide increased detail to the Council in next steps of RFP process
- Receive direction from the Council on the RFP process principles and desired outcomes
- Allocation of funding to move forward with field replacement



## **RFP Guiding Principles**

- Community Access
- Economic Development

## **RFP Basic Outcomes**

1. Balance community access with regional use
2. Operate the OSC without any city subsidy
3. Maintain the facility at an exceptional level
4. Provide sustainable, fiscally responsible, and transparent operations
5. Ensure a diverse mix of field use by sport type

## **RFP Basic Outcomes**

6. Coordinate and manage event parking plans
7. Operations that integrate with:
  - a. City facilities, including the adjacent Morgan Hill Dennis Kennedy Aquatics Center
  - b. Local businesses and hotel operators
  - c. The future planned Destination Management Organization

## **RFP Additional Desired Outcomes**

1. Propose innovative facility use approaches and improvements
2. Development of a funding mechanism for future planned maintenance and replacement
3. Open public (non-organized) use hours at the facility

## **RFP Process**

1. Two Part Process including Letters of Interest before moving forward with full proposals
2. Allow for multiple organizations to respond with multiple operating models
3. Timeline to complete process by May of 2018

## **Turf Field Replacement**

- Recommended that both fields are replaced this Fiscal Year
- \$1,350,000 Estimated Project Cost
- If the fields are not repaired they we will likely need to be closed
- Replacement turf anticipated to last much longer 15-20 years



## **Turf Field Replacement**

- Staff recommends that replacement funding come from the Park Maintenance Fund 302
- Fund 302 currently is the primary funding source for Park Maintenance
- Funding strategy to slowly draw down Fund 302 over the next 20 years
- Use of Fund 302 for this project will accelerate the need to find an alternative funding strategy for Park Maintenance sooner

## **Staff Recommendation**

1. Direct staff to issue a Request for Proposals for operations at the Outdoor Sports Center;
2. Provide staff with direction on the guiding principles of the Request for Proposals; and
3. Adopt resolution amending the Fiscal Year 2017-18 Budget appropriating \$1,350,000 from the Park Maintenance Fund (302) for replacement of the artificial turf fields at the Outdoor Sports Center.

**COUNCIL MEMBER NOTICE**

**ATTENTION**

*PLEASE BE ADVISED THAT STAFF HAS NOTED THAT YOU OWN PROPERTY LOCATED WITHIN 500' OF AGENDA ITEM(S) LISTED BELOW:*

**COUNCIL MEMBER(S): Mayor Tate**

**MEETING DATE: 7/19/17**

**AGENDA ITEM(S): 16 Resolution B**

**TITLE(S): 2017 Hazardous Vegetation Program Charges**

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CC: Mayor  
City Manager  
City Attorney  
Council Services & Records Coordinator



**Special - Regular Meeting Agenda  
City Council**

*Steve Tate - Mayor*  
*Larry Carr - Mayor Pro Tem*  
*Rich Constantine - Council Member*  
*Caitlin Jachimowicz - Council Member*  
*Rene Spring - Council Member*

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**Wednesday, July 19, 2017 5:15 PM**

**Council Chamber  
17555 Peak Avenue, Morgan Hill, CA 95037**

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**SPECIAL/REGULAR MEETING**

**(5:15 P.M. Closed Session/ 6:00 P.M. Workshop/ 7:00 P.M. Regular Meeting)**

**SPECIAL MEETING**

**5:15 P.M.**

**CALL TO ORDER**

*(Mayor Tate)*

**ROLL CALL ATTENDANCE**

*(Deputy City Clerk Wilson)*

**DECLARATION OF POSTING AGENDA**

Per Government Code Section 54954.2  
*(Deputy City Clerk Wilson)*

**CLOSED SESSION**

**OPPORTUNITY FOR PUBLIC COMMENT**

## **ADJOURN TO CLOSED SESSION**

### **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Authority: Government Code Section 54956.8

Property: APN 767-03-036

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: Farideh Betpolice

Under Negotiation: Price and Terms of Payment

Property: APN 767-03-039, 041, 042

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: Lieu Van Tran & Hgan Thi Tran

Under Negotiation: Price and Terms of Payment

Property: APN 767-01-052

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: Rocke and Glenda Garcia

Under Negotiation: Price and Terms of Payment

Property: APN 767-12-024, 310 West Dunne Avenue

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: John Howard

Under Negotiation: Price and Terms of Payment

Property: APN 767-05-024, 205 Warren Avenue

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: Susan and Robert Kerr

Under Negotiation: Price and Terms of Payment

Property: APN 767-05-037

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: John A. Giancola

Under Negotiation: Price and Terms of Payment

Property: APN 767-06-034, 035, 272 Warren Avenue

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: County of Santa Clara

Under Negotiation: Price and Terms of Payment

Property: APN 767-05-001 and 767-04-009

Agency Negotiators: Steve Rymer and Karl Bjarke

Negotiating Parties: PG&E/Water District

Under Negotiation: Price and Terms of Payment

## **RECONVENE**

## **CLOSED SESSION ANNOUNCEMENT**

## **WORKSHOP**

### **Development User Fee Study**

The purpose of this workshop is to provide a high-level overview of the methodology and process followed in the development of the City's Development User Fees. The goal is to receive fee setting policy direction from the City Council.

## **REGULAR MEETING**

**7:00 P.M.**

The City Council has adopted a policy that regular meetings shall not continue beyond 11:00 p.m. unless extended by a majority of the City Council.

## **SILENT INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **CITY COUNCIL REPORTS**

Council Member Constantine

## **CITY MANAGER'S REPORT**

### **Quarterly Teammate Recognitions**

#### **New Hires**

Cynthia Hasson- Assistant City Attorney

Gilbert Bailon- Utility Worker I

Alfredo Balajadia- Electrician

Pam van der Leeden - GIS/Land Use Data Administrator

Clint Byrum- Utilities Operations Manager

Inga Alonzo- Management Analyst (Utilities)

Vicky Rossi- Business Assistant

#### **Promotions**

Christie Thomas- Housing Program Coordinator

#### **Retirements**

Angela Rivera- Accounting Assistant II



Kat Corrales- Business Assistant

## **CITY ATTORNEY'S REPORT**

### **OTHER REPORTS**

### **PRESENTATIONS**

YAC Presentation - Asset # 7 - Community Values Youth

### **PROCLAMATIONS**

Proclaiming the Month of July 2017 as Parks and Recreation Month

### **PUBLIC COMMENT**

Members of the public are entitled to address the City Council concerning any item within the Morgan Hill City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda. (See additional noticing at the end of this agenda)

### **ADOPTION OF AGENDA**

### **CONSENT CALENDAR**

Items appearing on the Consent Calendar are considered routine and may be approved by one motion. Pursuant to City Council Policies and Procedures (CP 97-01), any member of the Council or public may request to have an item removed from the Consent Calendar for comment and action.

Time Estimate for Consent Calendar: 1 - 10 Minutes

#### **1. INDIAN ASSOCIATION OF SOUTH COUNTY FLAG RAISING AT COMMUNITY AND CULTURAL CENTER REQUEST**

Recommendation:

Approve request from Indian Association of South County to raise the Flag of India at the Community and Cultural Center.

#### **2. APPROVE PURCHASE OF CENTENNIAL RECREATION CENTER FITNESS EQUIPMENT**

Recommendation:

1. Approve the purchase of \$82,731 in fitness equipment for the Centennial Recreation Center using YMCA pricing;
2. Determine that a competitive bid would not likely result in a lower price pursuant to Morgan Hill Municipal Code Section 3.04.150(B); and
3. Delegate authority to the City Manager to execute documents to affect such purchase.

**3. PURCHASE OF FOUR POLICE FORD EXPLORERS**

Recommendation:

1. Adopt resolution authorizing the purchase (including build-out) of four patrol 2017 Ford Explorers for an amount not to exceed \$237,444; and
2. Authorize the salvage of 2011 Crown Victoria Patrol #131 (vin# 2761) and auction/salvage of three 2011 Crown Victoria Patrol Vehicles as necessary following their temporary use assignments.

**4. FIRST AMENDMENT TO AGREEMENT WITH ASSOCIATED RIGHT OF WAY SERVICES, INC. FOR HALE AVENUE EXTENSION PROJECT**

Recommendation:

Approve and authorize the City Manager to execute a First Amendment to the agreement with Associated Right of Way Services, Inc. in the amount of \$75,000, for a total contract amount not to exceed \$145,000 to continue with property acquisitions efforts for the Hale Avenue Extension Project.

**5. ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR CAMPOLI - TRACT NO. 10215**

Recommendation:

Adopt resolution:

1. Accepting the subdivision public improvements for Campoli – Tract No. 10215;
2. Authorizing the Public Works Director to sign a Notice of Completion; and
3. Directing the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

**6. ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS FOR TILTON PARK- TRACT NO. 10228**

Recommendation:

Adopt resolution:

1. Accepting the subdivision public improvements for Tilton Park – Tract No. 10228;
2. Authorizing the Public Works Director to sign a Notice of Completion; and
3. Directing the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

**7. APPROVAL OF PRICE DRIVE SUBDIVISION STORMWATER BEST MANAGEMENT PRACTICES (BMP) OPERATION AND MAINTENANCE AGREEMENTS**

Recommendation:

Adopt resolution:

1. Approving four (4) Subdivision Stormwater Best Management Practices (BMP) Operation and Maintenance Agreements; and
2. Authorizing the City Manager to execute the Stormwater BMP Operation and Maintenance Agreements pending review and approval by the City Attorney.

**8. FINAL MAP APPROVAL FOR MADISON GATE PHASE 2 - TRACT NO. 10418**

Recommendation:

Adopt resolution:

1. Approving the Final Map; and
2. Authorizing the recordation of the Final Map.

**9. MAY 2017 FINANCIAL AND INVESTMENT REPORT**

Recommendation:

Accept and file report.

**10. APPROVE THE JUNE 21, 2017 MEETING MINUTES**

Recommendation:

Approve Minutes.

**11. APPROVE THE JUNE 28, 2017 MEETING MINUTES**

Recommendation:

Approve Minutes.

**OTHER BUSINESS**

**12. PROPOSITION 64 (MARIJUANA) UPDATE**

Recommendation:

1. Open and Close the Public Hearing on the revised marijuana ordinance;
2. Waive the first and second reading;
3. Introduce ordinance revising the Municipal Code restrictions on medical marijuana to restrict both medical and recreational marijuana activities; and
4. Provide direction on a future facilitated marijuana workshop.

Estimated Time: 20 Minutes

**13. BIKEWAYS, TRAILS, PARKS AND RECREATION MASTER PLAN ADOPTION**

Recommendation:

1. Adopt the Bikeways, Trails, Parks and Recreation Master Plan Update;
2. Approve an amendment to the General Plan Environmental Impact Report for the Master Plan Update; and
3. Provide staff direction on next steps for the utilization of the Friendly Inn Non-Profit Center and El Toro Youth Center.

Estimated Time: 20 Minutes

#### **14. INCLUSIVE PLAYGROUND CONSULTANT SERVICES AGREEMENT WITH MAGICAL BRIDGE**

Recommendation:

Authorize the City Manager to execute, further negotiate, and subsequently administer an agreement with the Magical Bridge Foundation for services up to \$600,000 related to the development of an inclusive playground in Morgan Hill.

Estimated Time: 10 Minutes

#### **15. OUTDOOR SPORTS CENTER UPDATE**

Recommendation:

1. Direct staff to issue a Request for Proposals for operations at the Outdoor Sports Center;
2. Provide staff with direction on the guiding principles of the Request for Proposals; and
3. Adopt resolution amending the Fiscal Year 2017-18 Budget appropriating \$1,350,000 from the Park Maintenance Fund (302) for replacement of the artificial turf fields at the Outdoor Sports Center.

Estimated Time: 30 Minutes

### **PUBLIC HEARING**

#### **16. 2017 HAZARDOUS VEGETATION PROGRAM CHARGES**

Recommendation:

1. Open/Close Public Hearing;
2. Adopt resolution A ordering the Final Report on the 2017 Weed and Brush Abatement Program Assessment Report – Program Charges to be transmitted to the Santa Clara County Assessor's Office and that liens be posted against the properties on the report, excluding Assessor Parcel Numbers (APN) struck out of the attached list; and
3. Adopt resolution B ordering the Final Report on the 2017 Weed and Brush Abatement Program Assessment Report – Program Charges to be transmitted to the Santa Clara County Assessor's Office and that liens be posted against the properties on the report, excluding Assessor Parcel Numbers (APN) struck out of the attached list.

Estimated Time: 10 Minutes

#### **17. IMPACT FEE FINANCING AGREEMENT-COCHRANE CO-BRANDS II, INC.**

Recommendation:

Adopt resolution authorizing the City Manager to execute a Sewer and Traffic Impact Fee Financing Agreement, consistent with the Sewer and Traffic Impact Fee Deferral Program and Government Code section 53083, with Cochrane Co-Brands II, Inc. for the development of a 76 Gas Station and Burger King restaurant at Cochrane Commons.

Estimated Time: 15 Minutes

### **FUTURE COUNCIL INITIATED AGENDA ITEMS**

Note: in accordance with Government Code Section 54954.2(a), there shall be no discussion, debate and/or action taken on any request other than providing direction to staff to place the matter of business on a future agenda.

### **ADJOURNMENT**

## NOTICE

Any documents produced by the City and distributed to the majority of the City Council less than 72 hours prior to an open meeting, will be made available for public inspection at the City Clerk's Counter at City Hall located at 17575 Peak Avenue, Morgan Hill, CA, 95037 and at the Morgan Hill Public Library located at 660 West Main Avenue, Morgan Hill, California, 95037 during normal business hours. (Pursuant to Government Code 54957.5)

## PUBLIC COMMENT

Members of the Public are entitled to directly address the City Council concerning any item that is described in the notice of this meeting, before or during consideration of that item. If you wish to address the Council on any issue that is on this agenda, please complete a speaker request card located in the foyer of the Council Chambers, and deliver it to the Minutes Clerk prior to discussion of the item. You are not required to give your name on the speaker card in order to speak to the Council, but it is very helpful. When you are called, proceed to the podium and the Mayor will recognize you. If you wish to address the City Council on any other item of interest to the public, you may do so by during the public comment portion of the meeting following the same procedure described above. Please limit your comments to three (3) minutes or less.

Please submit written correspondence to the Minutes Clerk, who will distribute correspondence to the City Council.

Persons interested in proposing an item for the City Council agenda should contact a member of the City Council who may plan an item on the agenda for a future City Council meeting. Should your comments require Council action, your request may be placed on the next appropriate agenda. Council discussion or action may not be taken until your item appears on an agenda. This procedure is in compliance with the California Public Meeting Law (Brown Act) Government Code §54950.

City Council Policies and Procedures (CP 03-01) outlines the procedure for the conduct of public hearings. Notice is given, pursuant to Government Code Section 65009, that any challenge of Public Hearing Agenda items in court, may be limited to raising only those issues raised by you or on your behalf at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to the Public Hearing on these matters.

The time within which judicial review must be sought of the action by the City Council, which acted upon any matter appearing on this agenda is governed by the provisions of Section 1094.6 of the California Code of Civil Procedure.

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email [michelle.wilson@morganhill.ca.gov](mailto:michelle.wilson@morganhill.ca.gov).

## AMERICANS WITH DISABILITIES ACT (ADA)

*In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (408)779-7259, (408)779-3117 (fax) or by email [michelle.wilson@morganhill.ca.gov](mailto:michelle.wilson@morganhill.ca.gov). Requests must be made as early as possible and at least two-full business days before the start of the meeting*



### *Sustainable Morgan Hill Vision*

*Morgan Hill is a socially responsible, environmentally conscious, and economically sound community that embraces inclusiveness with participation by all.*

### **CITY COUNCIL ONGOING PRIORITIES**

Enhancing Public Safety · Protecting the Environment · Maintaining Fiscal Responsibility ·  
Supporting Our Youth, Seniors, and Entire Community · Fostering a Positive Organizational Culture ·  
Preserving and Cultivating Public Trust · Preserving Our Cultural Heritage

### **2017 STRATEGIC PRIORITIES**

**High Speed Rail**

**Inclusiveness**

**Infrastructure**

**Regional Initiatives**

**Telecommunications**



## 2017 STRATEGIC PRIORITIES:



### High Speed Rail

The City of Morgan Hill will directly advocate for our community's needs through our communications, discussions, and decisions. We will continue to engage the community, the High Speed Rail Authority, our state and federal legislators, and other regional agencies to mitigate negative impacts and convey our position that the High Speed Rail Authority should only use the existing Highway 101 right-of-way to avoid all impacts to residents, schools, and businesses. Should the Authority decide the 101 right-of-way is not feasible, we will strongly advocate for the route with the least impact on Morgan Hill.



### Inclusiveness

We will celebrate the diversity, history, and culture of our community. Through City Council workshops, community meetings, and researching successes in other communities, the City will listen to and collaborate with the community to define how inclusiveness will be further woven into our community's fabric and to increase public participation. The City's communications, services, public spaces, and projects will embrace all community members as partners, advancing our vision of being a socially responsible community.



### Infrastructure

The City will review its streets, parks, and public facilities infrastructure needs initially by updating its 2014 infrastructure study to quantify the funding gap. We will identify potential funding options as ongoing revenue is insufficient to fund our vital community assets at a sustainable level without significantly impacting existing service levels that our community has come to expect. Morgan Hill will actively work with the Valley Transportation Agency, the County, and the State to secure funding for the Santa Teresa extension and road maintenance. We will continue to work closely with our community to inform them of the needs and engage them to find an affordable and sustainable solution.



### Regional Initiatives

City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. This regional involvement will include, but not be limited to, partnering with the League of California Cities, Valley Transportation Authority, Santa Clara Valley Water District, Cities Association of Santa Clara County, the City of Gilroy, Santa Clara County, Morgan Hill Unified School District, the Local Agency Formation Commission, the Open Space Authority, and Silicon Valley Clean Energy to advance projects that further Sustainable Morgan Hill.



### Telecommunications

The City will collaborate with the private sector to explore ways to provide fast, reliable access and wireless connectivity for residents and businesses. The 2016 Telecommunications Infrastructure and Economic Development Blueprint reports will be the foundation for continuing discussions with broadband providers, public utilities, and other infrastructure service providers in developing an implementation plan for growing our telecommunications infrastructure. The plan will be used to signal Morgan Hill's support for business expansion.

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**CITY OF MORGAN HILL**

**Teammate Recognition**

**July 19, 2017**



**Welcome to our New Teammates!**



# City of Morgan Hill

## New Teammate

### **Previous Position:**

Deputy County Counsel,  
County of Monterey, Salinas

**J.D., Lincoln Law School, San Jose**  
**Scripps College, Claremont, CA**

Bachelor's in Political Science

Performs advanced legal work in all areas of  
municipal law, including land use, planning, public  
works, real estate and litigation.



**Cynthia Hasson**  
Assistant City Attorney



# City of Morgan Hill

## New Teammate

### **Previous Position:**

West Valley Construction, Campbell

Works with our Preventative Maintenance Team performing water/wastewater collection system maintenance. His duties include pump station maintenance, pipeline cleaning and inspection, and heavy equipment operation.



**Gilbert Bailon**  
Utility Worker I





# City of Morgan Hill

## New Teammate

### **Previous Position:**

High Voltage Electrician  
Stanford Health Care, Palo Alto

### **Mapua Institute of Technology, Manila Intl.**

Electrical Engineering

### **US Marine Corps,**

Supply Administration and Operations Course

Installs, maintains and services electrical and equipment such as lighting, pumps, and generators. Tests, diagnose and repair electrical systems.



## **Alfredo Balajadia**

### **Electrician**



# City of Morgan Hill

## New Teammate

### **Previous Position:**

Associate/Senior GIS Specialist  
LSA, Inc. Pt. Richmond, CA

### **San Francisco State University**

Master's in Geography

### **College of William and Mary**

Bachelor's in Political Science

Leads the City in implementation of all aspects of the City's Geographic Information System (GIS) projects and oversight of the City's Land Use Data.



## **Pamela van der Leeden**

### **GIS / Land Use Data Administrator**



# City of Morgan Hill

## New Teammate

### **Previous Position:**

Field Operations Supervisor  
Dublin San Ramon Services District

### **Gavilan College**

Business Management  
Associate's Degree

Manage the operations functions of the utilities, including; regulatory compliance, supervising operations, and utility asset management.



## **Clint Byrum**

### **Utilities Operations Manager**



# City of Morgan Hill

## New Teammate

### **Previous Position:**

Purchasing Coordinator  
City of Gilroy

Work in the Engineering & Utilities department assisting with purchasing, inventory control, requests for proposal and bid processes.



## **Inga Alonzo**

### **Management Analyst – Utilities**



# City of Morgan Hill

## New Teammate

### **Previous Position:**

Clerical Assistant, (Seasonal)  
City of Morgan Hill

### **Gavilan College**

Health Science  
Associate Degree

Prepares and reviews RFP, RFQ's and public bid documents. Administrative and technical work in support of the Engineering & Utilities and Development Services Dept.



## **Vicky Rossi**

### **Business Assistant**





**Congratulations to our recent  
PROMOTION!**





# City of Morgan Hill

## Teammate

Started with the City June 2015

### **Previous Positions:**

Office Assistant II- Building

Municipal Services Assistant – Building

### **San Jose State University**

Bachelor's in Biological Sciences/Natural Sciences

Supports housing related activities and programs. Assists with housing related community outreach and engagement.



## **Christie Thomas**

### Housing Program Coordinator



**Congratulations to our recent  
RETIREMENTS!**



# City of Morgan Hill Teammate

***Celebrating 34 years of Dedicated Service***

Started with the City September 1983  
Retired July 5, 2017

- Clerk Typist II/ Receptionist
- Administrative Secretary



**Angela Rivera**  
Accounting Assistant II



# City of Morgan Hill Teammate

***Celebrating 13 years of Dedicated Service***

Started with the City September 2004  
Retired July 5, 2017

- Office Assistant II
- Municipal Services Assistant



**Kathleen (Kat) Corrales**  
Business Assistant

# Morgan Hill

## User Fee Study

### WORKSHOP

AGENDA DATE: 07/19/17  
SUPPLEMENTAL # 1

*City Council Workshop*  
July 19, 2017



# Purpose of Workshop

- Provide high-level overview of the methodology and process followed in development of City's Development User Fees
- Receive fee setting policy guidance from the City Council



# Presentation Agenda

**1**

**User Fee Study Status Update**

**2**

**Principles and Guidance**

**3**

**Key Issues Framing the Study**

**4**

**Costing Methodology and Approaches**

**5**

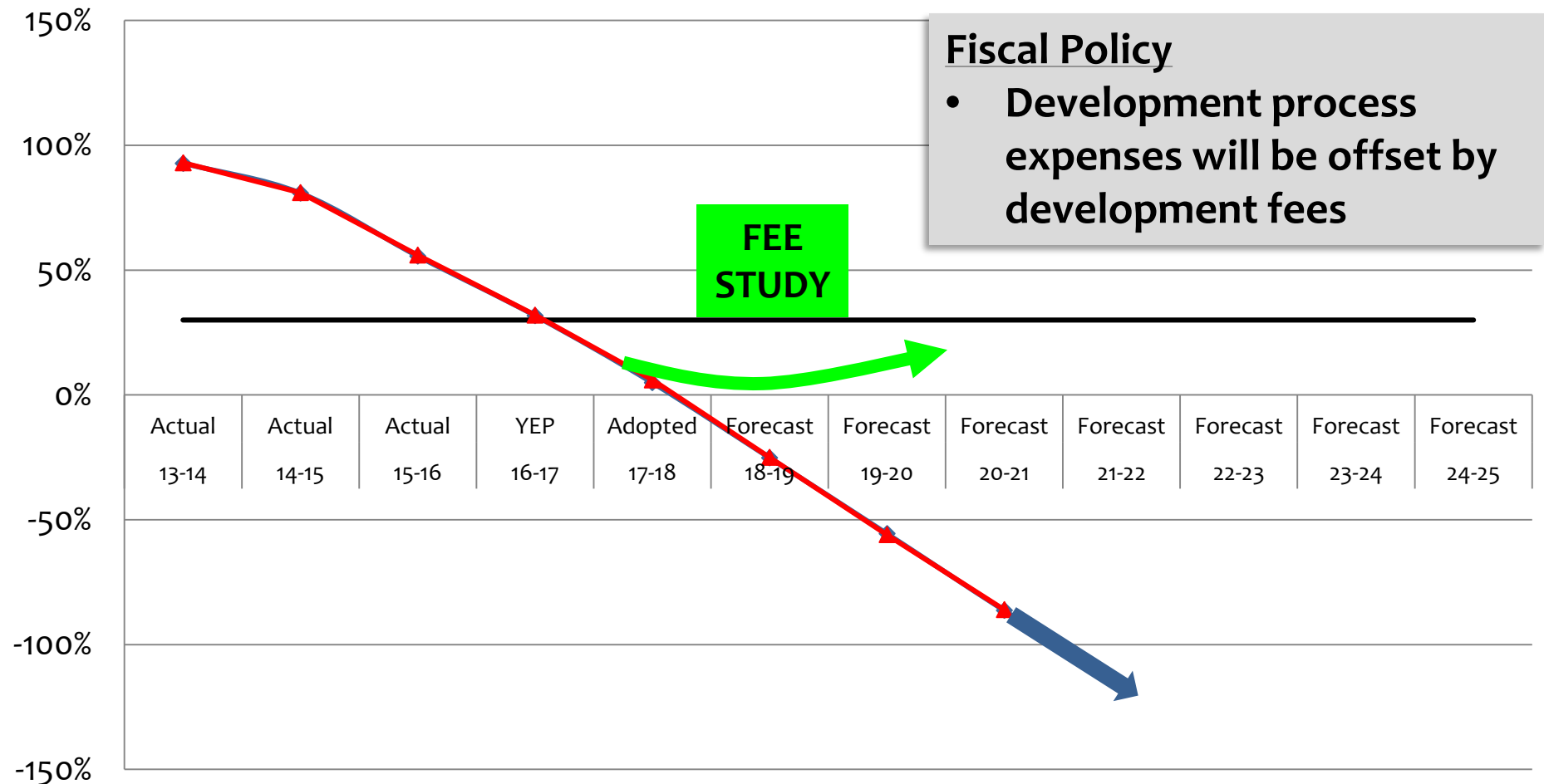
**City Policy Considerations**

# Community Development Fund

## 8 Year Forecast

—Fund Balance Goal of 30% of Expenditures

➡ Prior Five Year Forecast



# User Fee Study Status Update

- **Background on cost recovery and setting fees**
- **Policy guidance**
- Finalize recommended fees
- Communicate with development community
- Sept. 6 – return to City Council with recommended fees

# Development Services Steps Completed

- Zucker Development Services study
- Implementation of TrakIt software
- Transferred economic development and code compliance to the general fund due to community wide benefit

# User Fee Study



## User Fee Study

*Defines full cost  
recovery potential of  
individually-based  
services*

# User Fee Study



## User Fee Study

### **A User Fees:**

Charges imposed for a service provided or required due to the request or action of an individual/entity

### **B Regulatory Fees:**

Charges imposed to recover costs associated with the City's power to govern certain activities



# User Fee Study Guidance

- **Proposition 218 Section 6.2(b)2**
  - “Revenues derived from the fee or charge shall not be used for any purpose other than that for which the fee or charge was imposed”
  - Must Pair Revenues to Costs - *What are the Costs?*
- **CA Government Code §66014(a)**
  - “Those fees may not exceed the estimated reasonable cost of providing the service for which the fee is charged”
  - Focus on “Estimated Reasonable”
- **Proposition 26**
  - Article XIIC§1(e)(3) Inspections and Regulatory Permits are exempt ...however are still limited to the local government’s reasonable costs.

# Fee Study Best Management Practices

1

Comprehensive fee study every 3 - 5 years

2

More frequent study during organizational or economic change

3

Annual increase mechanism

4

Combined Master Fee Schedule

5

Established and documented Cost Recovery Policy

# Key Issues Framing the Fee Study

**1**

**Defensible methodology**

**2**

**Compliant fees-for-service**

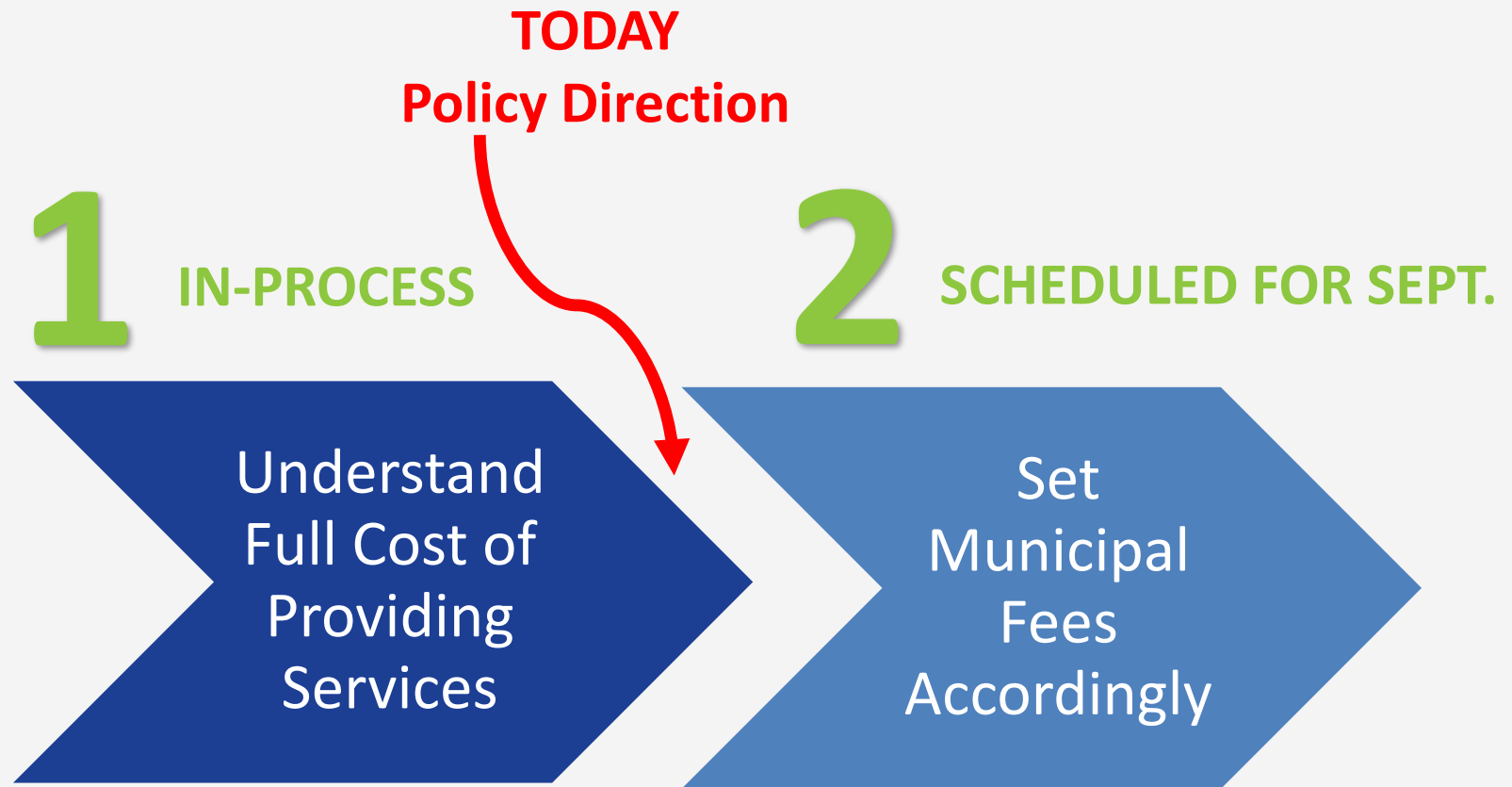
**3**

**Reasonable cost of providing services**

**4**

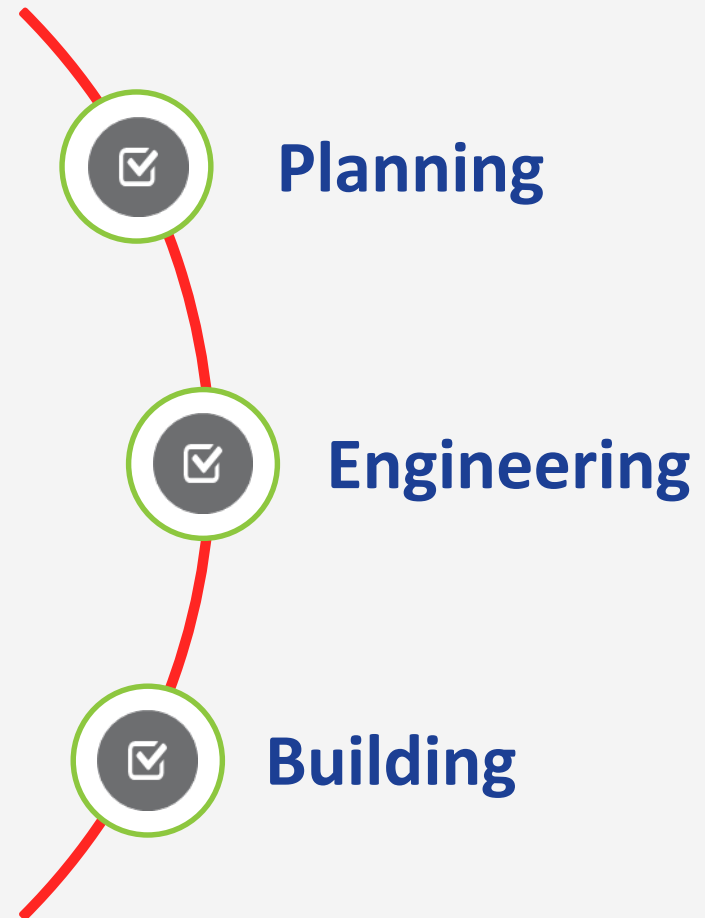
**Cost recovery**

# Project Elements

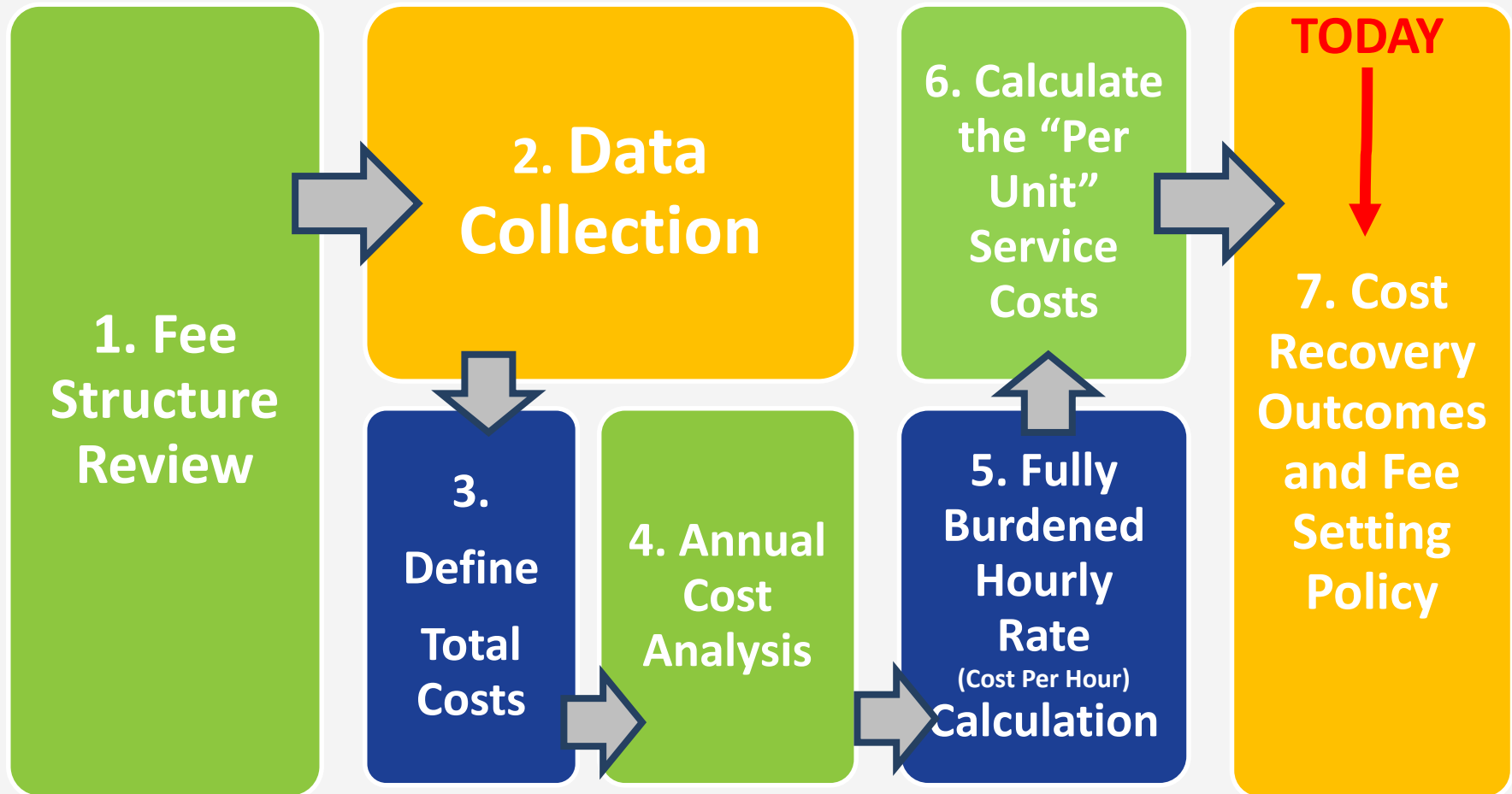


# Scope of Review

Development  
Services  
Divisions  
Include:



# User Fee Study Project Approach





# Fee Schedule Review

## Select Fee Structure

Flat Fees

Variable Fees Based on Project Characteristics

Variable Fees Based on Actual Time Tracked (with Deposits  
Managed as Needed)

# Defining Total Costs

## DIRECT

- Salaries and Benefits
- Services and Supplies

## INDIRECT

- Program, Division, Departmental, Agency-Wide

## SUPPORT

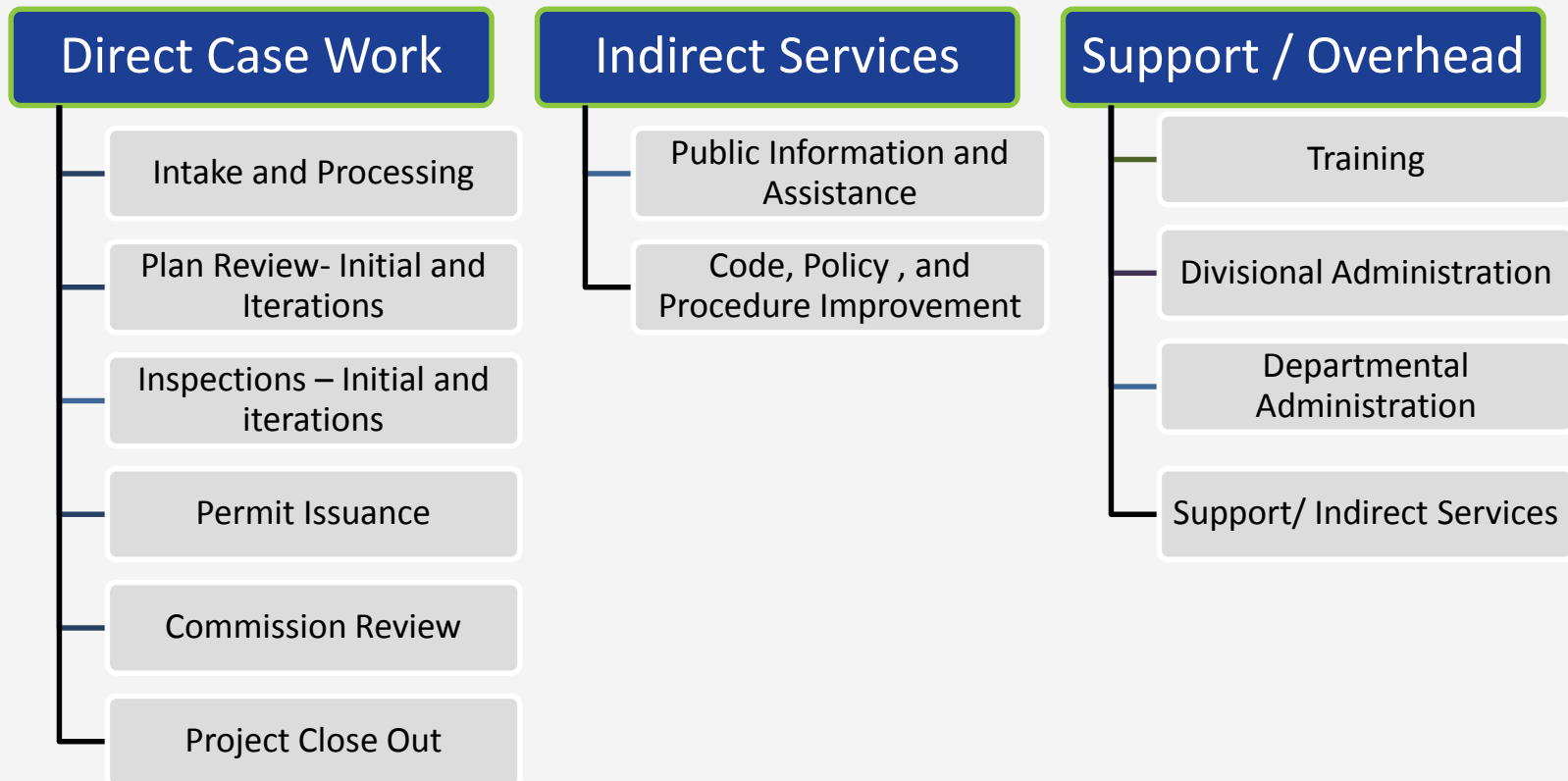
- Review required from internal departments for approval
- Front Counter

## SYSTEMS and MAINTENANCE

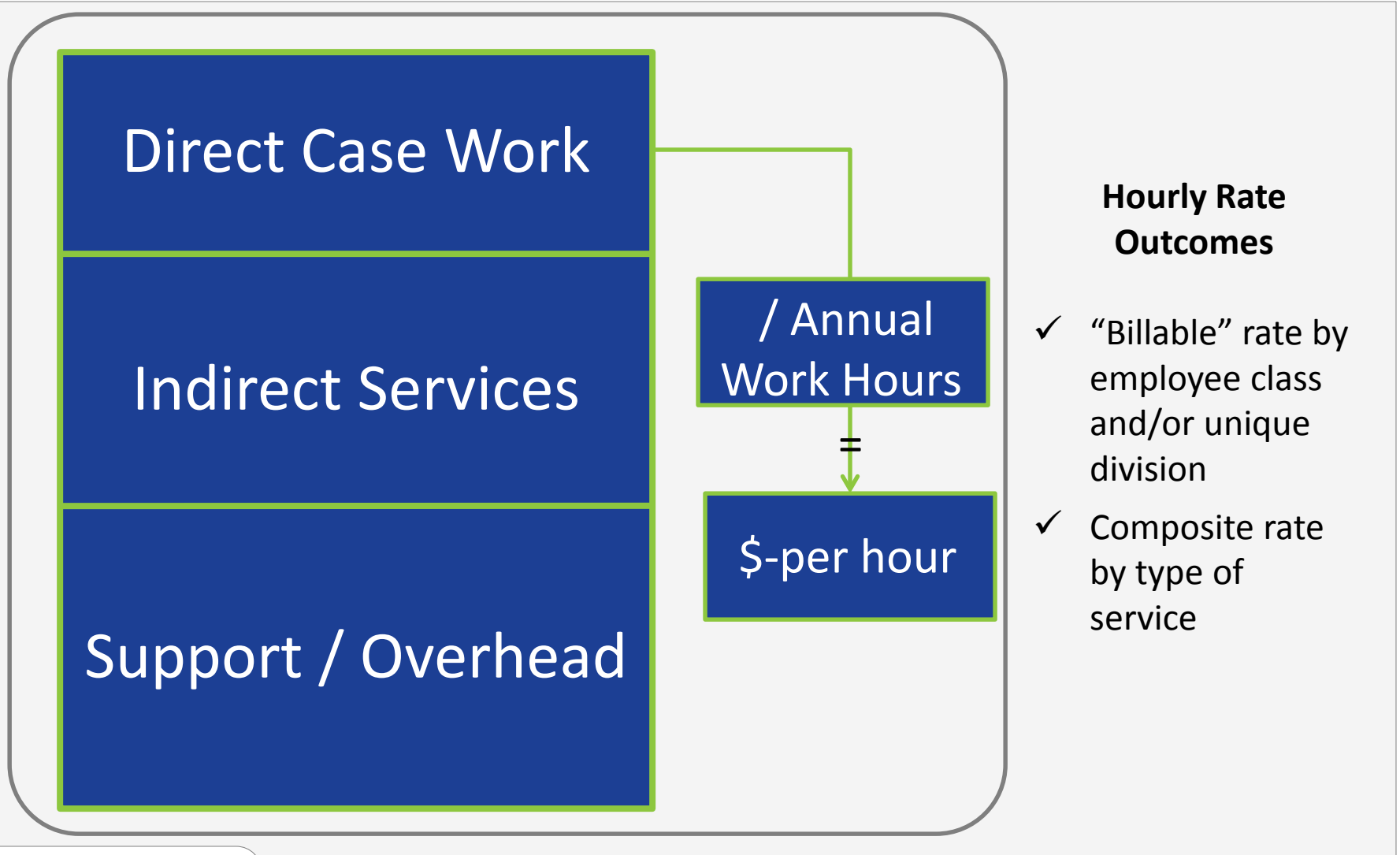
- On-going and projected technology costs and maintenance, imaging costs, etc.

# Annual Time Analysis

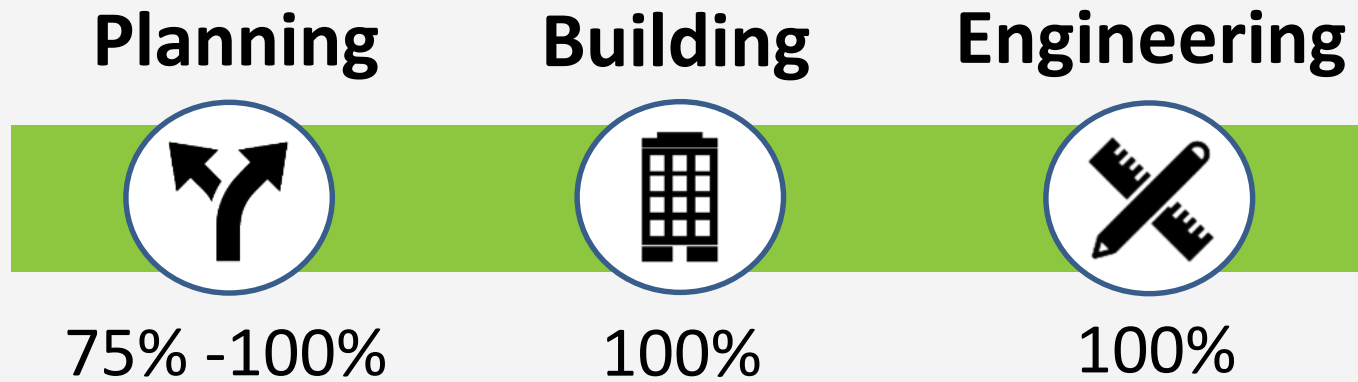
## Estimated and/or Tracked



# FBHR – Cost Per Hour Calculation



# Industry Trends in Cost Recovery Policy

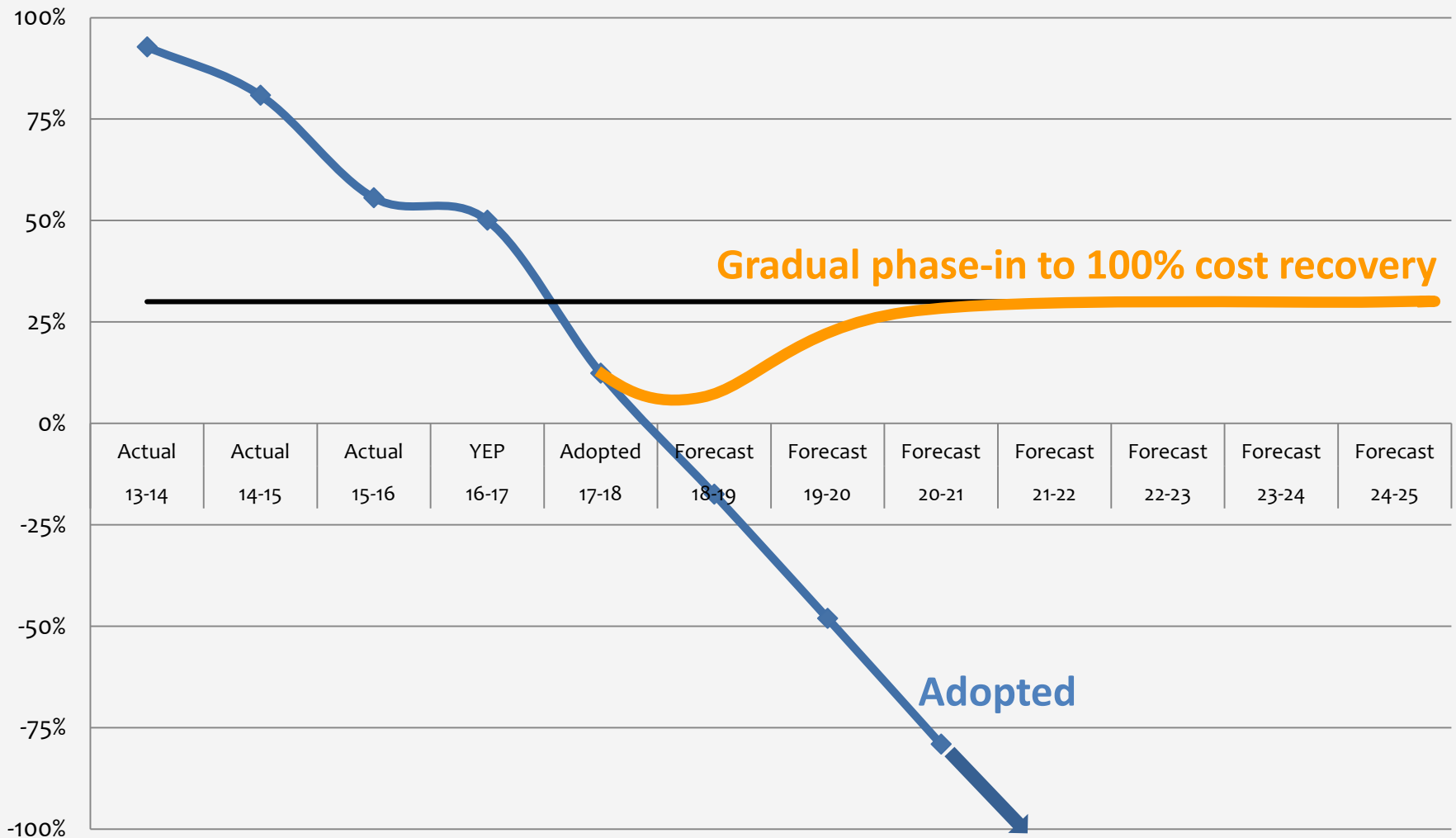


# Fiscal Policy Consideration

- Existing Policy: Development process costs and related administrative expenses will be offset by development fees
- Should the City phase-in/tier the implementation of any fee increases for fees that would significantly increase from the current fee, **OR** recover full costs immediately?



# Community Development Fund Forecast



# User Fee Update Calendar

- **July 19 – City Council Workshop**
- **Mid August – Meet with Development Community**
- **September 6 – Consider Adoption of Fees**
- **November 6 – Effective Date for Fee Changes**

# Fiscal Policy Consideration

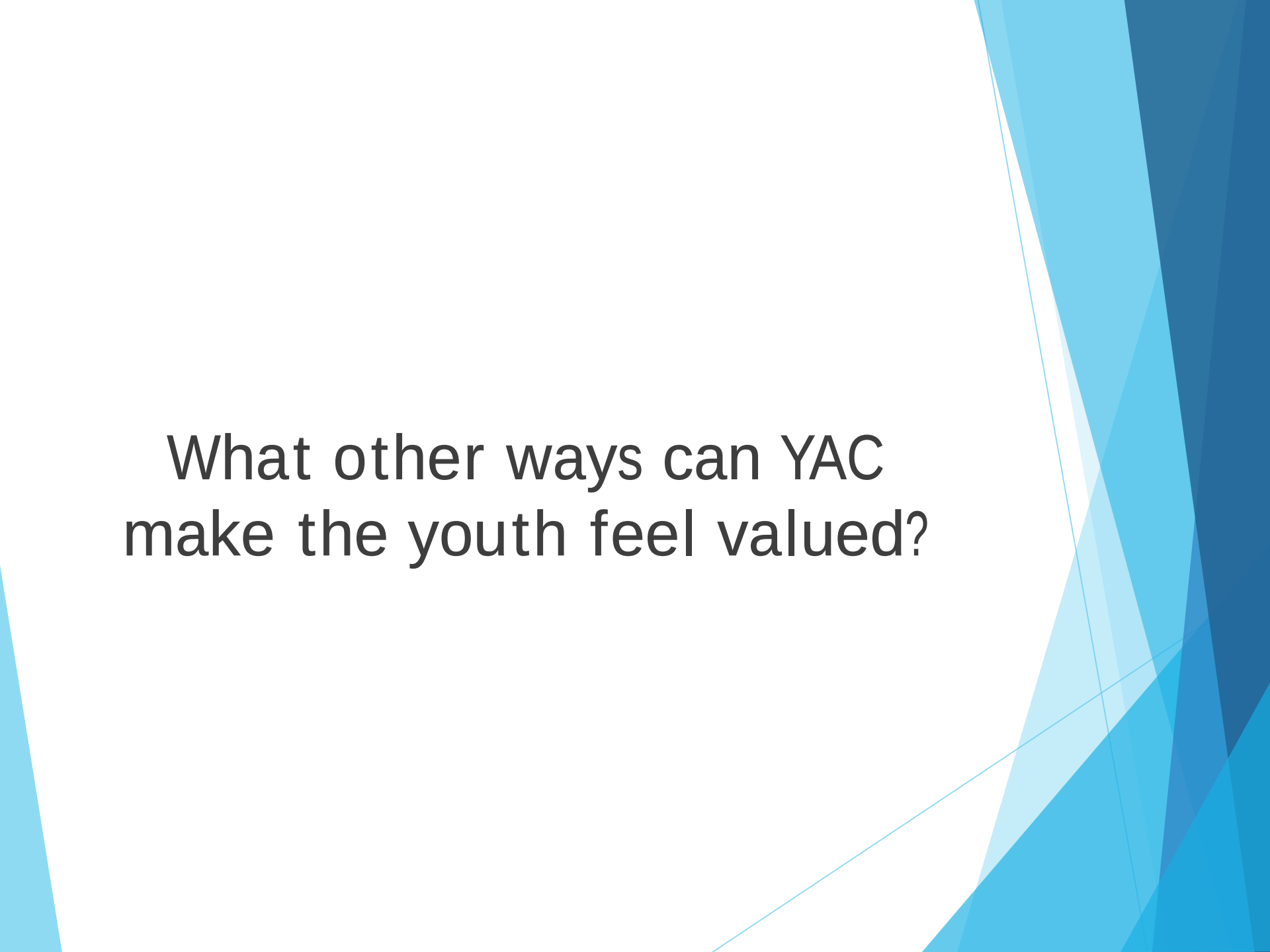
- Existing Policy: Development process costs and related administrative expenses will be offset by development fees
- Should the City phase-in/tier the implementation of any fee increases for fees that would significantly increase from the current fee, **OR** recover full costs immediately?

July  
Developmental Asset  
Asset #7  
Community Values Youth

Young person perceives that adults in the community value youth.

# YAC Members' Experiences



The background features abstract, overlapping geometric shapes in various shades of blue, ranging from light sky blue to deep navy blue. These shapes are primarily located on the right side of the slide, creating a modern, dynamic feel.

What other ways can YAC  
make the youth feel valued?

The background features abstract, overlapping geometric shapes in various shades of blue, ranging from light sky blue to deep navy blue. These shapes are primarily located on the right side of the frame, creating a modern, dynamic feel.

**Thank you for valuing US!**  
**Thank you for inspiring US!**

**YOU ALL ROCK!!**