



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

Wednesday, January 17, 2018 5:30 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

(5:30 P.M. Workshop/ 7:00 P.M. Regular Meeting)

A special meeting of the City Council is called at 5:30 p.m. for the purpose of conducting a joint City Council/Planning Commission Zoning Code Update Workshop and a closed session.

SPECIAL MEETING

5:30 P.M.

CALL TO ORDER

(Mayor Tate)

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2
(Deputy City Clerk Wilson)

WORKSHOP

1. **ZA2016-0006: ZONING CODE UPDATE - JOINT CITY COUNCIL / PLANNING COMMISSION WORKSHOP**

Recommendation:

Provide Planning Commission and staff with feedback/direction on policy questions related to the Zoning Code Update and discuss next steps.

CLOSED SESSION

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Authority: Pursuant to Government Code Section 54956.9(d)(1)

Case Name: DeZubiria v. City of Morgan Hill

Case Number: Santa Clara County Superior Court Case No: 17-CV-309262

RECONVENE

CLOSED SESSION ANNOUNCEMENT

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 Jachimowicz

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PRESENTATIONS

YAC Presentation- Asset #7- Community Values Youth

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

2. CITY CORRESPONDENCE REGARDING RESOLUTION E-4907 REGISTRATION PROCESS FOR COMMUNITY CHOICE AGGREGATORS

Recommendation:

Receive correspondence urging the California Public Utilities Commission to oppose the Draft Resolution E-4907 which implements a registration process for Community Choice Aggregators.

3. REVIEW PROPOSAL TO RAISE A COMMEMORATIVE FLAG TO UNITE AND SHOW SUPPORT OF TRADITIONAL FAMILIES

Recommendation:

Determine that a proposal to raise a commemorative flag "to unite and show support for traditional families" does not meet the requirements of the City Flag Raising Policy (CP-17-02).

4. APPROVE PROFESSIONAL DESIGN AGREEMENTS FOR HYDROGEOLOGICAL AND GEOTECHNICAL ENGINEERING SERVICES

Recommendation:

Approve and authorize the City Manager to execute three-year agreements with Luhdorff & Scalmanini Consulting Engineers in the amount of \$150,000, and Geo-Logic Associates in the amount of \$90,000, for hydrogeological and geotechnical engineering services.

5. APPROVE PROFESSIONAL DESIGN AGREEMENTS FOR WATER AND WASTEWATER UTILITY PLANNING & ENGINEERING SERVICE

Recommendation:

Approve and authorize the City Manager to execute three-year agreements with Akel Engineering Group in the amount of \$150,000 and Schaaf & Wheeler Consulting Civil Engineers in the amount of \$150,000 for water and wastewater utility planning and engineering services.

6. APPROVE PURCHASE OF 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR

Recommendation:

1. Approve the purchase of one 150kW trailer-mounted diesel generator from Leete Generators, in the amount of \$86,986; and
2. Authorize City Manager to approve purchase order in the amount of \$86,986 with Leete Generators.

7. AUTHORIZATION TO ENTER INTO CONTRACT WITH LDV FOR THE PURCHASE OF A GRANT FUNDED PUBLIC SAFETY COMMAND VEHICLE

Recommendation:

Authorize City Manager to execute all necessary contract(s)/agreement(s) with LDV for the purchase of a Public Safety Command Vehicle through reimbursable grant funds.

8. ADOPT RESOLUTION APPROVING A POOLED LIABILITY ASSURANCE NETWORK JOINT POWERS AGREEMENT

Recommendation:

Adopt resolution authorizing the City Manager to execute the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA), which will replace the former ABAG PLAN Corporation.

9. ACQUISITION OF PROPERTY (HOWARD) APN 767-12-024 FOR THE HALE AVENUE EXTENSION PROJECT

Recommendation:

1. Adopt resolution approving the purchase of a portion of APN 767-12-024 for \$303,748 plus escrow and closing costs from John P. Howard for the Hale Avenue Extension Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to consummate the transaction.

10. RATIFY SECOND AMENDMENTS WITH SCHAAF & WHEELER CONSULTING ENGINEERS FOR PROFESSIONAL DESIGN SERVICES FOR SEWER LIFT STATIONS J, K, D, F AND W

Recommendation:

Ratify Second Amendments with Schaaf & Wheeler Consulting Engineers for Professional Design Services for Sewer Lift Stations J, K, D, F and W.

11. ADOPT ORDINANCE APPROVING ZONING AMENDMENT ZA2017-0009 CHANGING THE ZONING DESIGNATION OF A 3.5 ACRE PARCEL LOCATED ON THE NORTH SIDE OF EAST DUNNE AVENUE APPROXIMATELY 610 FEET WEST OF WALNUT GROVE DRIVE (ASSESSOR PARCEL NUMBER 726-02-007), FROM R-2 3,500/RPD TO R-3 MULTI FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT

Recommendation:

Waive the reading, adopt Ordinance No. 2266, 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 NOVEMBER 15, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

13. APPROVE THE DECEMBER 6, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

14. APPROVE THE DECEMBER 20, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

OTHER BUSINESS

15. APPROVAL OF AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR THE CITY ATTORNEY

Recommendation:

1. Approve Amended and Restated Employment Agreement for the City Attorney, Mr. Donald Larkin; and
2. Authorize the Mayor to execute the agreement.

Estimated Time: 5 Minutes

16. ADOPTION OF VISION ZERO MORGAN HILL TRAFFIC SAFETY STRATEGIES

Recommendation:

1. Adopt Vision Zero Morgan Hill; and
2. Adopt resolution committing Morgan Hill to implement Vision Zero traffic safety strategies.

Estimated Time: 20 Minutes

17. PROVIDE DIRECTION REGARDING ANY POTENTIAL CHANGES TO MARIJUANA PROHIBITION

Recommendation:

1. Accept report on cannabis in Morgan Hill; and
2. Provide direction to staff for potential next steps/alternatives:
 - a. Conduct a statistically valid survey on the community's support of the presence of retail sales in Morgan Hill
 - b. Direct staff to draft proposed ordinance regulating all or some of the following: retail sales, cultivation, deliveries, testing and/or production of marijuana
 - c. Continue with current ban on marijuana related products and industry
 - d. Direct staff to pursue a personal cultivation registration program

Estimated Time: 45 Minutes

18. REVIEW OUTDOOR SPORTS CENTER OPERATOR REQUEST FOR PROPOSALS

Recommendation:

1. Direct staff to solicit full proposals for operation of the Outdoor Sports Center from the San Jose Soccer Complex Foundation and Sports Facilities Management; and
2. Direct staff to further explore partnership opportunities with the Northern California Volleyball Association and Silicon Valley Cricket for use of undeveloped City properties.

Estimated Time: 30 Minutes

19. STATION AREA MASTER PLAN PRIORITIZATION OF IMPROVEMENTS

Recommendation:

Review and provide comments on the draft Station Area Master Plan (SAMP) and the prioritization of improvements.

Estimated Time: 30 Minutes

20. PAVEMENT MANAGEMENT UPDATE

Recommendation:

Receive pavement management update report.

Estimated Time: 15 Minutes

21. SELECTION OF CITY COUNCIL MAYOR PRO TEMPORE

Recommendation:

1. Open floor to nomination(s) for Mayor Pro Tempore; and
2. Select a Council Member to serve as Mayor Pro Tempore per City Council Policy 99-01.

Estimated Time: 5 Minutes

PUBLIC HEARING

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.

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. 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: January 17, 2018

PREPARED BY: John Baty, Principal Planner/Development Services
APPROVED BY: City Manager

ZA2016-0006: ZONING CODE UPDATE - JOINT CITY COUNCIL / PLANNING COMMISSION WORKSHOP

RECOMMENDATION(S)

Provide Planning Commission and staff with feedback/direction on policy questions related to the Zoning Code Update and discuss next steps.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment
Maintaining Fiscal Responsibility
Preserving and Cultivating Public Trust

PURPOSE:

In its review of the Public Review Draft Zoning Code at four workshops (August 29, September 19, October 3, and November 28, 2017) and one regular meeting (October 24, 2017) the Planning Commission identified several potential topics to discuss with the City Council at the January 17, 2018 Joint Council/Commission Study Session.

The Joint Study Session was originally planned to be an opportunity for the Planning Commission to identify for the City Council any unresolved major topics of concern that the Commission felt should necessitate extending the Zoning Code Update process (i.e., adding workshop meetings).

On December 12, 2017 and January 9, 2018, the Planning Commission reviewed, discussed, and came to an agreement on a prioritized list of five topics and related questions described in the analysis section below. The Commission agrees that, while important, none of the topics would warrant delaying the Zoning Code Update process.

The purpose of this joint study session is for the Planning Commission and staff to receive feedback/direction on these topics and to check-in with the City Council on the next steps in the Zoning Code Update process.

BACKGROUND:

The Zoning Code Update portion of the Morgan Hill 2035 Project began with a series of stakeholder, staff, Planning Commission, and City Council meetings in late 2015 to assess the strengths and weaknesses of the City's existing Zoning Code, and in 2016 and 2017 to discuss the general approach for the Update process.

The Planning Commission and City Council supported an efficient process with sufficient opportunity to provide input on important aspects of the Zoning Code while avoiding a line-by-line review. The Commission and Council also identified the following goals for the updated Zoning Code:

- A. Implement and achieve consistency with the Morgan Hill 2035 General Plan;
- B. Create a user-friendly code for applicants, staff, and City officials;
- C. Modernize terminology and requirements to reflect current practices; and,
- D. Improve regulations to effectively address land use and development issues.

ANALYSIS:

The attached comment tracking matrix captures the Planning Commission's thorough evaluation of the Public Review Draft Zoning Code (available via weblink) over the course of four Commission workshops and one regular meeting and includes their suggested edits to better achieve the above stated goals. The matrix consolidates into one document, all comments on the Public Review Draft Zoning Code and how staff proposes to address these comments.

In the course of their review of the Public Review Draft Zoning Code, the Commission agreed that five (5) topics (described below) warranted additional discussion with, and direction from, the City Council.

Discussion Topics

I. Building Height

Maximum building heights for each zoning district are found in Part 2: Zoning Districts, Chapter 18.16 through 18.28 in the Public Review Draft Zoning Code, beginning on page 16-1, and summarized in the table below staff's recommendation.

- A. Should maximum height limits be increased for certain zoning districts adjacent to Highway 101 to allow greater flexibility for development of certain uses in those districts?
 - 1. The CH—Highway Commercial and CI—Commercial Industrial zoning districts, located along the Highway 101 corridor, allow hotels as a permitted use; however, CH has a maximum height limit of three (3) stories or 35 feet, whichever is less, and CI has a 30-foot maximum height limit. Potential hotel developers interested in locating in Morgan Hill have indicated that they need a height of about 55-feet to accommodate four (4) stories, and allowing for flexibility/creativity of building design.

Staff Recommendation: Consistent with adopted Economic Blueprint goals and objectives, establish a 55-foot maximum height in the CH and CI zoning districts for properties adjacent to the Highway 101 corridor. Maintain existing/proposed heights in other zoning districts.

Zoning District	Existing Standard	Public Review Draft Standard	Proposed Standard
Residential			
RE, RDL, RDM	2.5 stories/30 feet	30 feet	No change
RDH	35 feet	35 feet	No change
RAL	2.5 stories/30 feet	30 feet	No change
RAM, RAH	3 stories/40 feet	40 feet	No change
Mixed Use			
MUD	45 feet or 55 feet	45 feet or 55 feet	No change
MUN, MUF	3 stories/35 feet	35 feet	No change
Commercial			
CN	2.5 stories/30 feet	2.5 stories/30 feet	No change
CG	3 stories/35 feet	3 stories/35 feet	No change
CH	3 stories/35 feet	3 stories/35 feet	55 feet
CS	3 stories/35 feet	3 stories/35 feet	No change
Industrial			
CI	-	30 feet commercial / 50 feet industrial	55 feet
IO	35 feet	35 feet	No change
IC	35 feet	50 feet	No change
IL, IG	50 feet	50 feet	No change
Other			
OS	2 stories/25 feet	2 stories/25 feet	No change
SRL	35 feet	35 feet	No change

II. Non-Industrial Uses in Industrial Zoning Districts

- A. To what extent should industrial zoning districts be preserved for industrial uses by limiting the number/type of non-industrial uses that are allowed in industrial districts and/or establishing criteria/standards for evaluating conditional use permits (CUPs) for non-industrial uses?

Example: As shown on page 26-2 of the Public Review Draft Zoning Code, and consistent with State Law, Community Assembly uses (e.g., churches) are allowed in the CI–Commercial Industrial, IL–Light Industrial, and IG–General Industrial zoning districts with a CUP.

Mini-Storage uses are allowed in the IL–Light Industrial and IG–General Industrial zoning districts with a CUP.

Staff Recommendation: Consistent with the Economic Blueprint goals and objectives, no change in allowed uses or permitting requirements in the industrial zoning districts are proposed at this time, but it is recommended that a limit of one mini-storage use in each of the City’s four major industrial employment land sub-areas identified in the Morgan Hill 2035 General Plan (Figure CNF-4) be established with the Zoning Code Update.

Action Item #1 in the Economic Blueprint Work Program is to adopt an Employment (industrial) Land Preservation Policy. Additional Zoning Code changes may be proposed following adoption of this policy. This action would be one tenant of such a policy.

III. Alternative Standards for Medium Density Residential Development

Chapter 18.29 of the existing Zoning Code was adopted in October 2015 to provide alternative standards for development of a variety of types of homes on small lots in the R-2 or R-3 Medium Density Residential Zoning Districts. Prior to the adoption of the alternative standards, certain small lot projects (e.g., townhomes) were required to obtain a Planned Development Zoning to establish development standards (e.g., lot size, setbacks, etc.) that would work for their project.

The Planning Commission proposes to carry-forward Chapter 18.29 into the Zoning Code Update as Chapter 18.40 with only minor edits to clarify applicability (the alternative standards are optional) and maximum height for townhome projects.

- A. The Planning Commission requests that the City Council direct staff, through a separate work effort with the Commission after the adoption of the Zoning Code Update, to evaluate the effectiveness of the Alternative Standards in terms of achieving the desired intent to:
 1. Ensure that small lot development blends with the surrounding community and is compatible with neighborhoods, is sensitive to its context, and incorporates appropriate amenities and high-quality design;
 2. Implement residential development standards to enhance the appearance of the surrounding neighborhood and be well integrated with existing homes nearby;
 3. Discourage abrupt transitions in height, mass, and prevailing setback patterns and separations caused by high, solid walls, and blank building faces;
 4. Recognize small lot and medium density development as a more efficient form of land use than lower density development, a means of reducing the environmental impacts of housing development, and a way to create more walkable neighborhoods;
 5. Guide new development while accommodating creativity, innovation, and flexibility in housing design; and
 6. Implement Morgan Hill Housing Element policies which encourage greater housing diversity and affordability in Morgan Hill.

Staff Recommendation: Support Planning Commission's recommendation.

IV. Monterey Corridor

The General Plan prohibits residential development in the Mixed-Use Flex zoning district on the Monterey Corridor prior to the completion of a planning study for the corridor.

- A. The Planning Commission recognizes the important role that establishing specific development standards for the Mixed-Use Flex zoning district will have on the transformation of the Monterey Corridor into a vibrant mixed-use area that encourages walking and bicycling and supports the Downtown.
- B. While it would have been ideal to include the results of the Monterey Corridor Implementation Plan into the Zoning Code Update, the Commission understands the need to conclude the Zoning Code Update process.
- C. The Planning Commission looks forward to the conclusion of the Monterey Corridor Study where they will have an opportunity to evaluate and provide the City Council with their recommendation on implementation strategies (e.g., zoning changes).
- D. The Commission encourages the City Council to prioritize the completion of a plan for the Monterey Corridor prior to the start of the 2018 RDCS competition (Prelim Applications due November 2018; Final Applications due January 2019).

Staff Recommendation: Consistent with the Economic Blueprint goals and objectives, support Planning Commission's recommendation.

V. Emergency Shelters (Homeless Shelters)

- A. The Planning Commission would like to better understand the scope and challenges the City faces with addressing the homelessness problem and how Zoning Code changes could be part of the solution. Information about homelessness in Morgan Hill can be found in Housing Element Appendix C. Homeless shelters are currently only allowed (by-right) in the PF–Public Facilities zoning district and with a Conditional Use Permit (CUP) in the CL-R–Light Commercial Residential (proposed MU-F–Mixed Use Flex Zoning District). Should the City consider allowing homeless shelters in another zoning district(s)?

Note: As required by State law, the proposed Zoning Code establishes objective development and management standards for emergency shelters in Section 18.92.050, including limiting the number of beds, establishing minimum parking requirements and maximum length of stay, and requiring on-site management and security.

Staff Recommendation: Conduct follow-up study session with the Planning Commission on the City's efforts to address the homelessness problem. No changes to the Public Review Draft Zoning Code are recommended at this time.

Next Steps

Following the Joint Study Session, staff will post an updated comment tracking matrix on the Zoning Code Update web page.

With Planning Commission and City Council adoption hearing dates tentatively scheduled for late March/April, staff anticipates publishing a Final Draft Zoning Code for public review in late February/early March.

COMMUNITY ENGAGEMENT: Collaborate

Planning Commission study sessions, workshops, and hearings and City Council meetings and hearings on the Zoning Code Update were open to the public and the study sessions and workshops included opportunities for community members to participate in discussions by asking questions and providing input on the Commission's review and proposed edits to the Public Review Draft Zoning Code.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Planning Commission on October 13, 2015 and December 8, 2015 held study sessions, and the City Council on December 16, 2015 held a meeting to review an assessment of the existing Zoning Code and provide feedback on the Zoning Code Update process. The Zoning Code Update process was paused twice to focus on completion of the Residential Development Control System (RDCS) Ordinance Update and RDCS Competition Manual.

On June 7, 2017, the City Council provided direction to staff and the Planning Commission on the remaining work plan for the Zoning Code Update.

The Planning Commission reviewed and provided comments on the Public Review Draft Zoning Code at four workshops (August 29, September 19, October 3, and November 28, 2017) and one regular meeting (October 24, 2017). On December 12, 2017 and January 9, 2018, the Planning Commission reviewed, discussed, and came to an agreement on a list of topics and related questions for discussing with the City Council at the January 17, 2018 Joint Study Session.

FISCAL AND RESOURCE IMPACT:

The Zoning Code Update process is within the work plan and budget for the Morgan Hill 2035 Project.

CEQA (California Environmental Quality Act):

An Environmental Impact Report (EIR) for the Morgan Hill 2035 Project, which includes the Zoning Code Update, was prepared in accordance with the California Environmental Quality Act (CEQA) and certified by the Morgan Hill City Council on July 27, 2016. (SCH#2015022074).

LINKS/ATTACHMENTS:

1. Public Review Draft Zoning Code - August 8, 2017 (weblink)
2. Zoning Code Comment Tracking Matrix

PUBLIC REVIEW DRAFT ZONING CODE UPDATE COMMENTS

Updated January 2, 2018

ID	Page	Section	Source	Topic	Comment/Question	Staff Response/PC Direction
1	4-3	18.04.080	PC Workshop 1 Comment	Transitional Provisions, PD Zones	The applicability of previously adopted PD standards is unclear	Add language explaining how standards in previously adopted PD zones remain in effect where they apply
2	4-4	18.04.080.C	PC Workshop 1 Comment	Transitional provisions; Nonconformities	The applicability of new code to existing parcels, uses, and structures is unclear	Revise 18.04.080.C to explain what “not retroactive” means and clarify how updated code applies to legal nonconformities created from a change in code requirements.
3	8-1	18.08.030.I	PC Workshop 1 Comment	Interpretation, Role of Director	The word “is” should be listed as a mandatory term. Review code to consider instances where discretionary terms “may” and “should” are used. Be clear that except in these cases requirements are mandatory.	Add “is” to examples of mandatory terms. Staff will review appropriate use of “may,” “should” and other discretionary terms in Zoning Code as they apply to the Director’s authority to interpret and administer the Zoning Code.
4	12-3	18.12.050.A.2	PC Workshop 1 Comment	Floor Area Measurement	Attic areas with a height of more than 7 feet and open areas with a solid roof possibly should not be included in floor area calculation	PC Direction at Workshop 2: Do not include attics and open areas in floor area measurement. Clarify residential detached garages are included in floor area.
5	12-4	18.12.060.B.1	PC Workshop 1 Comment	Number Stories Measurement	Clarify when basements and cellars are included in number of stories of a building	Revise Figure 18.12-3 label to say: “If distance from finished surface of the floor above to the average level of adjoining grade is six feet or less, the basement or cellar is not included in number of stories.”
6	12-5	18.12.070.A	PC Workshop 1 Comment	Lot Area Measurement	Clarify when easements are excluded from lot area measurement	Clarify lot area calculation excludes: 1) all public easements; and 2) All private easements except for private streets in excess of 15 percent of the lot area. Add examples of public and private easements.
7	14-3	18.14.020.C	PC Workshop 1 Comment	Zoning Districts	Verify voter approved zoning for Cochrane Plaza is not overlooked	We will retain the following note on the Zoning Map: “The Planned Development zoning district on the southwest corner of Cochrane Road and Highway 101 was established by voter initiative. The location or requirements in this designation cannot be modified without voter approval.”
8	16-2	Table 18.16-1	PC Workshop 1 Comment	Mushroom Farms	Prohibit mushroom farms in the RE zone	Add note to Table 18.16-1 prohibiting mushroom farms in the RE zone
9	16-2	Table 18.16-1	PC Workshop 1 Comment	Table note	Table notes are numbered incorrectly	Staff will correct error
10	18-3	18.18.030.B	PC Workshop 1 Comment	Alternative Standards for RAL and RAM Zoning Districts	Treating these standards as optional rather than mandatory needs discussion	PC Direction at Workshop 2: Maintain language in draft Zoning Code clarifying original intent that Alternative Standards for Medium Density Residential Development (for RAL and RAM Zoning Districts) is optional and not mandatory. Request City Council direction at joint study session regarding follow-up Planning Commission work effort to review and refine Alternative Standards for Medium Density Residential
11	22-1	18.22.010.B.2	PC Workshop 1 Comment	MU-N Purpose Statement	We may not want to limit the MU-N only to areas in close proximity to Downtown, as stated in the purpose statement	Revise MU-N purpose statement to say “in close proximity to Downtown <u>and other activity centers</u> .” Revise MU-F purpose statement to say “ <u>typically</u> along the Monterey Road Corridor”
12	22-5	18.22.030	PC Workshop 1 Comment	Residential and Mixed Use in the MU-F Zone	Concern that we are not adequately addressing mixed use on Monterey Corridor as part of the Zoning Ordinance Update	Discuss with City Council at joint study session

ID	Page	Section	Source	Topic	Comment/Question	Staff Response/PC Direction
13	30-2	18.30.020.B	PC Workshop 1 Comment	Ground Floor Overlay Applicability	Confirm Ground Floor Overlay Applicability language is correct	Workshop 2 Direction. Revise to be consistent with DTSP
14	30-2	Table 18.30-1	PC Workshop 1 Comment	Ground Floor Overlay Allowed Uses	Confirm Table 18.3-1 consistency with Downtown Specific Plan	Replace list of allowed uses in GF overlay zone with reference to Figure 8 in Downtown Specific Plan.
15	72-2	Table 18.72-2	PC Workshop 1 Comment	Required On-Site Parking	Ensure minimum on-site parking is sufficient to accommodate parking demand	Input at Workshop 2: Ensure number of required on-site spaces for residential uses has not been reduced.
16	72-8	18.72.050	PC Workshop 1 Comment	On-Site Parking Alternatives	Ensure reductions in on-site parking are desirable and will not impact neighboring properties	Delete 18.72.050.J (Transit Credit). Maintain all other parking alternatives for non-residential uses. Option: Allow shared parking and low demand reductions only for non-residential uses.
17	72-12	18.72.060.G	PC Workshop 1 Comment	Parking Lighting	Consider lighting requirement for structured parking	California Building Code Section 1008.2 requires Illumination of 1 foot - candle in all buildings when occupied this would also include parking structures. Add new provisions to 18.72.060.G: "Parking structures shall provide indoor lighting as required by the California Building Code."
18	88-6	18.88.050	PC Workshop 1 Comment	Temporary Political Signs	Identify political signs in the ROW as a prohibit sign.	Add reference the City's rules that apply to temporary political signs
19	88-6	18.88.050.B.6	PC Workshop 1 Comment	Signs projecting over private roadway	City does not issue encroachment permits for encroachments into private roadways	Delete reference to "private vehicular roadways" in 18.88.050.B.6
20	92-13	18.92.100	PC Workshop 1 Comment	Marijuana	City's marijuana regulations may change due to legalization	Amend 18.92.090 if needed after Council updates Municipal Code Chapter 9.16 (Marijuana)
21	100-1	Table 18.100-1	PC Workshop 1 Comment	Review Authority	Add chapter reference to table	Staff will make change
22	104-10	18.104.210	PC Workshop 1 Comment	Permit Expiration	Concern with permits expiring if use is discontinued for one year or longer	Discuss at Workshop 3
23	108-8	18.108.040.J.7	PC Workshop 1 Comment	Design Permit Findings	Remove reference to non-existent Residential Design Criteria	Revise Finding 7 to state: "For new residential development, the project complies with commitments made through the Residential Development Control System (RDCS)"
24	112-1	18.112.030.A	PC Workshop 1 Comment	Appeals, Eligibility to File	Clarify if Planning Commissioners, staff, and Council members can appeal decisions	Add reference to Municipal Code Chapter 1.20, clarify that PC, CC, and staff may appeal decisions as affected residents, add section on Commission and Council calling up decisions for review.
25	14-3	18.14.020.C.2	Staff	Conditional Zoning	Identify conditional zoning as a legacy zone	Add conditional zoning to list of legacy zones.
26	16-3	18.16.030.B	Staff	Residential Design Criteria	Chapter 18.36 (Residential Design Criteria) doesn't exist	Remove reference to Chapter 18.36 wherever it appears
27	22-3	Table 18.22-1	Staff	Allowed uses in MU-D	Allowed uses in MU-D do not precisely align with uses allowed by Downtown Specific Plan.	Direction at Workshop 2: Replace list of allowed uses for MU-D zone with reference to Figure 8 in Downtown Specific Plan. The list of allowed uses in DTSP are unique and it is difficult to align them with new land uses in Zoning Code
28	4-2	18.04.060.C	Commissioner Downey	Applicability, Public Projects	Says "The Zoning Code does not apply to public projects of the City of Morgan Hill" What control do we have over public projects relative to our Zoning and constructions requirements?	The Zoning Code applies to all governmental agencies other than the City itself to the extent allowed by State law. For City projects (e.g., new community center) the City may choose to following the Zoning Code or not.

ID	Page	Section	Source	Topic	Comment/Question	Staff Response/PC Direction
29	4-4	18.04.080.C	Commissioner Downey	Transitional provisions; Nonconformities	We discussed this at our first meeting, but would be good to ensure this is understood by the reader in the Zoning code. How is this practically applied. If a property is Zone X in the old, and Y in the new, which applies, both, they can choose? What about the zoning regulations detail, like set backs, etc.?	Revise 18.04.080.C to explain what “not retroactive” means and clarify how updated code applies to legal nonconformities created from a change in code requirements.
30	4-4	18.04.090	Commissioner Downey	Severability	Don't understand this statement..."The City council hereby declares..."	If any portion of the Zoning Code is found by a court to be invalid, this doesn't affect the validity of the remainder of the code. This is a legal statement with a particular meaning that should remain as written.
31	8-1	18.08.030.B	Commissioner Downey	Minimum Requirements	Says "When the Zoning Code provides for discretion on the part of a City official or body, that discretion may be exercised to impose more stringent requirements as necessary.." Does that imply that the council can not decide to apply less stringent requirements that what the code requires?	Correct. The Council cannot apply less stringent requirements. The Code allows for deviation from standards through the Variance and Minor Exception process. No change needed.
32	8-3	18.08.040.B.3	Commissioner Downey	Unlisted Uses	Does the Community Development Director have full discretion here? Any consultation or notification required? Just curious	Yes, the Director has full discretion. Decisions of the Director may be appealed. The Director may choose to bring important interpretations to the Planning Commission for input. No change needed.
33	12-3	18.12.050.A.2.d	Commissioner Downey	Floor Area Measurement	Suggest removing or changing the criteria for attics. Many home styles have high attics but are not designed or built to be used.	Direction at Workshop 2: Do not include attics in floor area measurement
34	12-3	18.12.050A.3.b	Commissioner Downey	Floor Area Measurement	Suggest we discuss whether a basement should be included. We included undeveloped attic space but not basements. Does not seem correct	Direction at Workshop 2: Do not include basements in floor area measurement
35	14-1	Table 18.14-1	Commissioner Downey	Zoning Districts, RDH-4,500	RDH 4500 - is this Zoning District new. And does this district address the planned or suggested smaller home, smaller lot initiative that Comm McKay has been leading?	RDH 4500 is an existing zoning district (name changed). Small lot home standards from Comm McKay's initiative are options that apply in the RAL and RAM zones. These alternative standards were discussed at Workshop 2 and 3.
36	14-2	Table 18.14-1	Commissioner Downey	Residential Attached High (RAH) Zone	RAH should not be applicable to Downtown only, should be available to apply in any section of the City	RAH is most directly related to the Residential Downtown General Plan Land Use designation, so no change to 18.14-1 needed. 18.18.010.B.3 modify to read, “The purpose of the RAH zoning district is to provide locations for high density attached housing types <u>typically</u> within and adjacent to Downtown Morgan Hill.”
37	14-2	Table 18.14-1	Commissioner Downey	Agricultural Zone	Last section does not address Agricultural, should it?	Although the General Plan includes an “Agriculture” Land Use designation, this designation has not been applied to any properties. Any application of the Agriculture General Plan designation to properties in the future would likely be reserved for sites that are intended to remain unincorporated County and subject to the County's Zoning Ordinance. Therefore, a City Agriculture Zoning District would not be required.
38	14-3	18.14.020.C	Commissioner Downey	Legacy Zones	Similar to page 4-4 above, suggest this needs better explaining how it will be applied for older properties with older zoning.	Elaborate what is meant by “remains the zoning in effect for the property.”
39	16-1	18.16.010	Commissioner Downey	Residential Detached Zoning District, District Names	Was the term "single family" removed intentionally and for a specific reason? When you read the description in "A-general" it refers to single family specifically, yet the term was removed from the title	Zoning district name “Residential Detached” was used to match terminology in the General Plan. No change needed.

ID	Page	Section	Source	Topic	Comment/Question	Staff Response/PC Direction
40	16-2	Table 18.16-1	Commissioner Downey	Residential care small	Suggest changing Residential Care facility small to a C (Conditional) and not P. They may not be appropriate for all residential areas. Should be reviewed. Are Residential Care facilities not a commercial business?	State law requires the City to regulate small residential care facilities the same as a single-family home. The City has no discretion on this. No change needed.
41	16-2	Table 18.16-1	Commissioner Downey	Cultural Institutions, Definitions	What are all the possible "cultural institutions", assume churches, what are other examples?	Page 12-4 defines cultural institutions as “Public or nonprofit institutions that engages in cultural, scientific, and/or educational enrichment. Includes libraries, museums, performing art centers, aquariums, environmental education centers, non-profit art centers and galleries, botanical gardens, and other similar uses: Churches fall under the “community assembly” use. No change needed.
42	16-3	18.16.020.C	Commissioner Downey	RDCS reference	Section says that all development must comply with the RDCS, but certain uses in the table above are not covered by the RDCS. Like a Residential care facility. Should we edit this section?	The statement that “all residential development must comply with the RDCS” is correct. Listing in detail in the Zoning Code the RDCS applicability and exceptions is not necessary. No change needed.
43	16-3	18.16.030.C	Commissioner Downey	Garage setbacks	Garages and Carport setbacks. Is this a new addition to the code?	This is carried forward from existing code (Hidden in 18.50.240). No change needed.
44	22-1	18.22.010.A	Commissioner Downey	Mixed Use Zone Purpose Statement	Statement says, "In the mixed use zoning districts development supports a welcoming, pedestrian friendly public realm with inviting residences and storefronts facing the sidewalk." The residences and storefronts must face the sidewalk, or just storefronts? And why, does it matter, some designs may be more appropriate with side or interior residences or stores.	Revise sentence to say, “In the mixed use zoning district the design of development supports a welcoming, pedestrian-friendly public realm.”
45	22-1	18.22.010.B.2	Commissioner Downey	Mixed Use Neighborhood Applicability	Don't agree that neighborhood mixed use should be limited to downtown. There are other areas along Monterey, Dunne, Cochrane and other locations that may be appropriate and benefit from MU-N	Revise MU-N purpose statement to say “in close proximity to Downtown <u>and other activity centers.</u> ”
46	22-1	18.22.010.B.3	Commissioner Downey	Mixed Use Flex Applicability	Don't agree that Mixed Use Flex (MU-F) mixed use should be limited to downtown and Monterey corridor. There are other areas along Dunne, Cochrane and other locations that may be appropriate and benefit from MU-F	Revise MU-F purpose statement to say “ <u>typically</u> along the Monterey Road Corridor”
47	22-2	18.22.020 - NOTE	Commissioner Downey	Bars, Mixed Use Zones	Why eliminate a bar from a CUP for existing restaurants. Suggest all bars and alcohol related uses should be a CUP. Allow for notification and public input. Any bar would have potential noise and parking and late night activity concerns	PC Input at Workshop 2: Discuss at joint City Council/Planning Commission study session CUP requirement for bars in restaurants
48	22-2	18.22.020 - NOTE	Commissioner Downey	Wine tasting, Mixed Use Zones	Section says allow wine tasting with a CUP, limited to tasting only, not sales?	No change needed. Definition of Tasting Rooms includes on-site and off-site retail sales directly to the public.
49	22-5	18.22.030	Commissioner Downey	Residential Uses in MU-F Zone	Should have clear operating procedures for Monterey corridor until the full Monterey plan is in place. We should allow for development if the momentum and investment is there. Suggest everything be a CUP for now	Discuss at Joint City Council Study Session.
50	24-2	18.24.020	Commissioner Downey	Allowed Uses, CN Zone	CN Zoning District - Suggest Vehicle washing be moved or restricted to a non residential commercial zone. Causes noise and traffic challenges.	No change needed. Does require a CUP and is subject to meeting performance standards, including noise. Noise and traffic analyses are typical requirements for these types of uses.
51	24-2	18.24.020	Commissioner Downey	Allowed Uses, CH Zone	CH Zoning District - This seems very light. Should we not allow car sales, vehicle service, and other typical freeway fronting	No change needed. Vehicle sales and leasing is a permitted use in CH.

ID	Page	Section	Source	Topic	Comment/Question	Staff Response/PC Direction
					businesses in this zone? We allow vehicle rentals, but not sales, strange?	
52	24-2	18.24.020	Commissioner Downey	Allowed Uses, CS Zone	CS Zoning District - Add vehicle sales and service to this category	Discuss at Workshop 2. Vehicle sales and leasing and minor vehicle repair and maintenance are permitted uses in CS.
53	24-3	Table 18.24-1	Commissioner Downey	Allowed Uses, CH and CS Zone	Suggest adding C to Cultural Institutions and Community Assembly for CH and CS	See response to note 51. Cultural institutions are not an appropriate use in the CS zone. No change needed.
54	24-3	Table 18.24-1	Commissioner Downey	Allowed Uses, CH Zone	Suggest adding C to Medical Offices and Clinics Schools had Public and Private Schools in CH	See response to note 51. No change needed.
55	24-4	Table 18.24-1	Commissioner Downey	Allowed Uses, CH and CS Zone	Suggest adding C to Warehousing and Distribution, Large and Small to CH and CS	See response to note 51. Warehousing already allowed in CS. No change needed.
56	24-4	Table 18.24-1	Commissioner Downey	Allowed Uses, CH and CS Zone	Suggest adding C to Light Fleet-Based Services to CH and CS	See response to note 51. Light fleet-based services already allowed in CS. No change needed.
57	24-4	Table 18.24-1	Commissioner Downey	Allowed Uses, CH and CS Zone	Suggest adding C to Transportation Terminals Services to CH and CS	See response to note 51. No change needed.
58	26-2	18.26.020	Commissioner Downey	Vehicle Repair, Permit Required	Would suggest that vehicle repair always be a CUP unless the facility was originally built and zoned for vehicle repair services.	Minor vehicle repair is the type of use envisioned in the CS, IL and IG zones. CUP not needed. No change needed.
59	26-5	18.26.020.D.2	Commissioner Downey		By Tasting rooms, does this imply retail sales also, suggest it should	Definition of Tasting Rooms on page 124-7 includes retail sales. No change needed.
60	28-1	18.28.020	Commissioner Downey	Small home day care, OS Zone	Why would we allow day care in an Open Space zone? Please explain this logic?	Small home day care is day care for 8 or fewer children operated as an accessory use from someone's home. State law requires the City to regulate small home day care the same as a single-family home. If a single-family home is allowed by-right in the OS zone, small family home day care must be allowed by right as well. No change needed.
61	28-2	Table 18.28-1	Commissioner Downey	Residential Uses, OS Zone	Suggest we change SF Detached dwelling to a C and not a P. And explain why we allow residential development in Open space zoning?	One home per parcel is allowed by General Plan. Single-family homes on lots 5 acres or more are allowed by current zoning. No change needed.
62	28-2	Table 18.28-1	Commissioner Downey	Allowed Uses, PF Zone	A day care facility is a commercial business, why allow this in a PF zone?	Discuss at Workshop 2. Day Care Centers could be associated with other Public Quasi-Public uses (churches, schools). No change needed.
63	28-2	Table 18.28-1	Commissioner Downey	Allowed Uses, PF and OS Zones	Why allow Home Day Care, Small in an OS or PF zone, suggest these be restricted	See note above about State law. Discuss at Workshop 2.
64	28-2	Table 18.28-1	Commissioner Downey	Allowed Uses, PF and OS Zones	Why allow Instructional services (a commercial business) in an OS or PF zone, suggest these be restricted	Allow as quasi-public uses. No change needed.
65	28-3	Table 18.28-2	Commissioner Downey	Allowed Uses, SRL Zones	Explain why any of these would be allowed in a Sport and Rec zone? Suggest they not be allowed Drive-through establishments Gas and service stations Hotel and motels Restaurants Day spas, barbershops, and hair salons Crop cultivation Farmer's market Sales of agricultural products grown on site Wineries	No change needed. This is what City Council approved in August 2015. The SRL zoning districts are currently not applied to any properties in the City. Several sites in the SEQ were pre-zoned SRL A or B in anticipation of annexation.
66	16-2	Table 18.16-1	PC Workshop 2	Allowed Uses, Residential Zones	Clarify whether community gardens and urban agriculture are allowed uses in residential zones	Add three categories of urban agriculture: home gardens, community gardens, and urban farms. Define in glossary. IN residential zones allow

ID	Page	Section	Source	Topic	Comment/Question	Staff Response/PC Direction
						home gardens by right, community gardens with administrative use permit, and urban farms with a conditional use permit.
67	-	Part 2	PC Workshop 2	Emergency Shelters	Allow emergency shelters (homeless shelters) in zoning districts other than Public Facilities	Discuss at joint City Council/Planning Commission study session
68	24-4	Table 18.24-1	PC Workshop 2	Vehicle rentals	Consider allowing vehicle rentals in the CN and CG zones.	Allow vehicle rentals with limited and/or screened outdoor storage of vehicles with Conditional Use Permit in in CN and CG zoning districts;
69	28-1	18.28.010	PC Workshop 2	Public Facilities zone purpose	Why are privately-owned facilities allowed in this zone	Revise 18.28.010.B purpose statement to read: "...and other public <u>and quasi-public facilities</u> to serve the community."
69	28-2	Table 18.28-1	PC Workshop 2	Hospitals in PF zone	Allow hospitals in PF zone	Revise Table 18.28-1 to allow hospitals in PF zone
70	28-5	18.28.030	PC Workshop 2	Ridgelines	Confirm existing ridgeline protections haven't been lost	Ridgeline protections are carried forward. Section 18.92.100 requires 80-ft setback from ridgelines in all zones; ridgelines are a "sensitive site for Design Permit requirements (18.108.040.E)
71	72-6	18.72.040.A	PC Workshop 2	Availability of Parking Spaces	Will City require residents to use garages as parking?	Clarify that 18.72.040.A applies only to non-residential uses multi-family dwellings.
72	14-1	Table 18.14-1 and 18.16-2; Throughout Code	PC Workshop 3	RE Zoning District	Why is RE-100,000 shown in sq. feet and other RE zones shown in acres?	Change RE 100,000 to RE 2.5 throughout code; change minimum lot area to 2.5 acres
73						
74	16-7	Table 18.16-4	PC Workshop 3	RDH Development Standards	Discussion of changes to existing RDH street side setback	Change RDH-4,500 street side setback back to 9 ft.
75	18-4	Table 18.18-2	PC Workshop 3	RAL Development Standards	Discussion of changes to existing RDL lot width	Under Lot Width, Minimum, revise to say "Other uses <u>allowed in Table 18.18-1</u> "
76	18-4	Table 18.18-2	PC Workshop 3	RAL Development Standards	Clarify RAL minimum rear setbacks	For rear setbacks, revise to say "15 ft. <u>or</u> 20 ft. for two-story located adjacent to a single-family district
77	18-5	Table 18.18-3	PC Workshop 3	RAM Development Standards	Why is RAM height standard different from RAH?	Change RAM height standard to match RAH (3 stories or 40 ft and min 10 ft for roof on 3 story structure)
78	22-6	18.22.040	PC Workshop 3	Notes	Correct note to say MU-F is formerly CL-R Light Commercial/Residential and MU-N is formerly CC-R Central Commercial/Residential	Staff will make correction
79	22-6	Table 18.22-2	PC Workshop 3	MU Development Standards	Is there minimum density in MU zones?	Add minimum residential density and clarify which standards which are maximums; change maximum density in MU-F to 24 du/acre
80	22-6	Table 18.22-2	PC Workshop 3	MU Development Standards	Why is MU-N height less than RAM height?	Change maximum MU-N height to 40 feet for vertical mixed use and 35 feet for other uses
81	24-5	Table 18.24-2	PC Workshop 3 (Commissioner Mueller)	CN Development Standards	CN development standards may conflict with vision for CN areas	Staff reviewed CN standards w/ Commissioner Mueller
82	24-5	Table 18.24-2	PC Workshop 3	Commercial Development Standards	Inconsistent approach to street side setbacks	Change CH and CS street side setbacks to 15 ft.

ID	Page	Section	Source	Topic	Comment/Question	Staff Response/PC Direction
83	Part 2	Development Standard Tables	PC Workshop 3	Height	Inconsistent height standard language	In Table 18.24-2 and all other development standard tables, state height as “2 ½ stories <u>or</u> 30 ft., <u>whichever is less</u> ”
84	26-2	18.26.020	PC Workshop 3	Notes	Change order of zoning districts in note to match order in tables	Staff will make this change
85	26-6	Table 18.26-2	PC Workshop 3	Industrial district height	Is 50 feet maximum height sufficient for IC, IL, and IG zones?	Staff reviewed IC, IL, and IG heights with ED staff
86	40-3	Table 18.40-2	PC Workshop 3 (Dick Oliver)	Alternative Standards for Medium Density residential Projects	30 feet won’t allow for a well-designed townhome project	For townhomes, allow 30 ft. to plate height with additional height for roof element
87	96-3	18.96	PC Workshop 3	Wireless Facilities	How does wireless ordinance apply to WISP installations?	Clarify that the wireless ordinance applies to all facilities that meet the definition of a “wireless communications facility” unless specifically exempted, including WISP installations and small cells
88	96-5	18.96.050B.6	PC Workshop 3	Wireless Facilities	Add note that explains that under the Federal Telecommunications Act of 1996, local governments cannot deny an application for a wireless telecommunications site because of perceived health risks if the proposed site complies with Federal RF emissions standards.	Staff will add note.
89	14-1	18.14.020	Staff	Overlay Zones	Add note that the Commercial Use (CU) overlay, which only applied to the western 1/2 of the Morgan Hill Plaza shopping center, is going away	Staff will add note
90	28-6	Table 18.28-1	PC Workshop 3	Street Side Setback	Correct SRL-B street side setback from 200 ft. to 20 ft.	Staff will correct
91	128-3	8.128.020.C	Staff	Glossary	Cessation of use definition conflicts with other code provisions	Revise cessation of use definition as follows: “The discontinuation of a use, either temporarily or permanently, for a period of six consecutive months, for twelve months of any consecutive period of twenty for months, whether with the intent to abandon such use or not. ”
92	104-10; 104-12	18.104.210A.2; 18.104.24.D.4	Staff	Permit Expiration and Revocation	Inconsistent use of terms “cease, abandoned, discontinued”	Revise 18.104.210.A 2 as follows: “A permit shall expire and become void if the permitted land use is abandoned or discontinued <u>ceases</u> for one year or longer.” Revise 18.104.240.D.4 as follows: The use or structure for which the permit was granted no longer exists or has been discontinued <u>ceases</u> for a continuous period of at least twelve months.
93	88-7	18.88.050.C.8	Staff	Abandoned Signs	City should prohibit all abandoned signs, not just abandoned signs that constitute a public nuisance	Add abandoned signs as a prohibited sign type under 18.88.050.A (Prohibited Sign Type) and remove the reference to abandonment from C.8.
94			Staff	Dry Cleaning	Definitions and permit requirements for dry cleaners is unclear	
95	22-4; 24-3; 26-3	Allowed Land Use Tables	PC ED Workshop	Hotels and Motels	Economic Blueprint Implementation	Permits for hotels/motels: AUP in MU-D, CG, CS zones; CUP in MU-N, MU-F, CN (Commission split); by-right in CI
96	22-4; 24-3; 26-3	Allowed Land Use Tables	PC ED Workshop	small-scale food production	Economic Blueprint Implementation	Create new land use type: “Small-Scale Food and Beverage Production (under 5,000 sq. ft.) Permits for small-scale food and beverage production: by-right in MU-D, MU-N and MU-F; AUP in CN, CG, CH, CS, CI, IO and IC (staff recommendation on IO and IC)

ID	Page	Section	Source	Topic	Comment/Question	Staff Response/PC Direction
97	22-4; 24-3; 26-3	Allowed Land Use Tables	PC ED Workshop	Medium-scale food and beverage production	Economic Blueprint Implementation	Create new land use type: “Medium-Scale Food and Beverage Production (5,000-10,000 sq. ft.) Permits for medium-scale food and beverage production: AUP in CN, CG, CS; CUP in CH, MU-D, MU-N, MU-F
98	22-4; 24-3; 26-3	Allowed Land Use Tables	PC ED Workshop	Large-scale food and beverage production	Economic Blueprint Implementation	Create new land use type: “Large-Scale Food and Beverage Production (Greater than 10,000 sq. ft.) Permits for large-scale food and beverage production: AUP in IL, IG; CUP in IO, IC, CG, CS.
99	22-4; 24-3; 26-3	Allowed Land Use Tables	Staff	Food and beverage production	Sales associated with food and beverage production uses	Add note requiring wholesale or retail sales with any small or medium scale food and beverage production use
100	22-4; 24-3; 26-3	Allowed Land Use Tables	PC ED Workshop	Wine, Beer, and Alcohol Tastings	Economic Blueprint Implementation	Permits required: by-right in MU-D, MU-N, MU-F; AUP in CG, CI; CUP in CS, CN (Commission split on CN; staff recommendation)
101	22-4; 24-3; 26-3	Allowed Land Use Tables	PC ED Workshop	Commercial Recreation, Indoor	Economic Blueprint Implementation	Change size threshold to 15,000 sq. ft. or less. Allow 15,000 sq. ft. or less by-right in MU-D, MU-N, MU-F, CN, CG, CS, CH, CI; CUP in IO, IC, IL, IG
102	24-3	Table 18.24-1	PC ED Workshop	Professional Office; Co-Working	Economic Blueprint Implementation	Allow professional office by-right in the CH and CS zones.
103	24-3; 26-3	Table 18.24-1 and 18.26-1	PC ED Workshop	Medical offices	Economic Blueprint Implementation	Allow medical offices with an AUP in CH and CI
104	22-4; 24-3; 26-3	Allowed Land Use Tables	PC ED Workshop	Cinemas/Theatres	Economic Blueprint Implementation	Permits required for Cinemas/Theatres: AUP in MU-D, MU-N. MU-F, CN, CG, CS, CH, CI
105	22-3	Table 18.22-1	PC ED Workshop	Convenience markets	Economic Blueprint Implementation	Allow Convenience Markets with an AUP in MU-D, MU-N, MU-F
106	22-3; 24-3	Table 18.22-1 and 18.24-1	PC ED Workshop	Cultural Institutions	Economic Blueprint Implementation	Permits required for Cultural Institutions: AUP in MU-D, MU-N, MU-F; CUP in CS
107	22-3	Table 18.22-1	PC ED Workshop	Government offices	Economic Blueprint Implementation	Allow government offices with an AUP in MU-D, MU-N, MU-F
108	22-4; 24-3; 26-3	Allowed Land Use Tables	PC ED Workshop	Instructional Services	Economic Blueprint Implementation	Permits required for instructional services: By-right in MU-D, MU-N, MU-F; AUP in CN, CG, CS, CH, CI, (PC split decision on IO; staff recommends prohibiting). In ground floor overlay, Instructional services permitted by right only on the second-floor spaces (or non-ground floor spaces).
109	22-4; 24-3; 26-3	Allowed Land Use Tables	PC ED Workshop	Veterinary Services	Economic Blueprint Implementation	Allow Veterinary Services with an AUP in the CN, CG, CH, CI, IO, IC.



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Hilary Holeman, Administrative Analyst
APPROVED BY: City Manager

CITY CORRESPONDENCE REGARDING RESOLUTION E-4907 REGISTRATION PROCESS FOR COMMUNITY CHOICE AGGREGATORS

RECOMMENDATION(S)

Receive correspondence urging the California Public Utilities Commission to oppose the Draft Resolution E-4907 which implements a registration process for Community Choice Aggregators.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Preserving and Cultivating Public Trust

2017 Strategic Priorities

Regional Initiatives

POLICY CONSIDERATIONS:

Per Resolution No. 6851, the City Council recognizes occasional situations arise in which communication indicating support or opposition on pending State legislation is timely and may occur prior to the next scheduled City Council meeting. Under these circumstances, the Mayor or City Manager is delegated the authority to prepare, execute, and transmit written or verbal communications indicating a City's position on pending legislation as long it clearly supports or clearly hinders the implementation or fulfillment of an adopted City Council Priority, Goal, or Strategy. When this occurs, a written report to the City Council for comment and acceptance is required at the next possible meeting.

REPORT NARRATIVE:

The California Public Utilities Commission (CPUC) issued a proposal (Resolution E-4907) that, if adopted at the CPUC's January 11, 2018 Voting Meeting, would implement a registration process for new and expanding Community Choice Aggregators (CCA).

As suggested by Silicon Valley Clean Energy, the City of Morgan Hill opposes the draft resolution for the following reasons:

- **Due Process Concerns:** The Draft Resolution represents a significant expansion in the Commission's oversight of the CCA implementation process. While it is possible that such an expansion is appropriate, a significant change like this should be considered in a formal regulatory proceeding so that all

stakeholders, including the CCAs and local governments, are able to adequately participate in the process.

- **Inadequate Notice of CCA “Freeze”:** Many local governments are in the middle of rolling out new CCAs or CCA expansions and it is unfair to impose a sudden freeze on these activities. Based on current California law, many agencies have made investments in planning their CCA and the long delay imposed by the Draft Resolution would prevent them from recouping these investments in a timely manner.
- **Resource Adequacy Proceeding is Underway Already:** We agree that there are challenges in the resource adequacy market and welcome the Commission’s involvement in this issue. This proceeding is already underway, however, so the Draft Resolution is not needed in order to address this challenge.

The Mayor sent the attached correspondence to the CPUC on January 10, 2018 urging them to vote “no” on Draft Resolution E-4907. On January 11, 2017 the CPUC tabled this item to their February meeting.

COMMUNITY ENGAGEMENT: Inform

This report informs the community of the City’s position and correspondence.

ALTERNATIVE ACTIONS:

Council could rescind position taken.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None

FISCAL AND RESOURCE IMPACT:

No fiscal impact at this time.

CEQA (California Environmental Quality Act):

Not a Project - Proposals for legislation to be enacted by the State Legislature.

LINKS/ATTACHMENTS:

1. Draft Resolution E-4907 Letter of Opposition



17575 Peak Avenue
Morgan Hill, CA 95037-4128
TEL: (408) 778-6480
FAX: (408) 779-7236
www.morganhill.ca.gov

January 9, 2018

President Michael Picker
Commissioner Carla Peterman
Commissioner Liane Randolph
Commissioner Marth Guzman Aceves
Commissioner Clifford Rechtschaffen

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

RE: Oppose Draft Resolution E-4907

Dear Commissioner Peterman:

As you know, many cities have established or joined local Community Choice Aggregation (CCA) programs as a key tool in combating climate change. We in Morgan Hill have been extremely pleased and proud to be an initial member of Silicon Valley Clean Energy. We are disappointed, however, to learn that the Commission is now considering a draft resolution which would delay and possibly prevent the expansion and establishment of additional CCAs. We urge you to vote “no” on Draft Resolution E-4907 in order to allow and support CCAs to flourish and expand for the following reasons:

- **Due Process Concerns:** The Draft Resolution represents a significant expansion in the Commission’s oversight of the CCA implementation process. While it is possible that such an expansion is appropriate, a significant change like this should be considered in a formal regulatory proceeding so that all stakeholders, including the CCAs and local governments, are able to adequately participate in the process.
- **Inadequate Notice of CCA “Freeze”:** Many local governments are in the middle of rolling out new CCAs or CCA expansions and it is unfair to impose a sudden freeze on these activities. Based on current California law, many agencies have made investments in planning their CCA and the long delay imposed by the Draft Resolution would prevent them from recouping these investments in a timely manner.
- **Resource Adequacy Proceeding is Underway Already:** We agree that there are challenges in the resource adequacy market and welcome the Commission’s involvement in this issue. This proceeding is already underway, however, so the Draft Resolution is not needed in order to address this challenge.

We thank you for considering our input and request for a “no” vote on Draft Resolution E-4907.

Sincerely,

Steve Tate
Mayor

cc: Timothy Sullivan, Executive Director

Attachment: Draft Resolution E-4907 Letter of Opposition (1584 : City Correspondence Regarding Resolution E-4907)



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

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

REVIEW PROPOSAL TO RAISE A COMMEMORATIVE FLAG TO UNITE AND SHOW SUPPORT OF TRADITIONAL FAMILIES

RECOMMENDATION(S)

Determine that a proposal to raise a commemorative flag “to unite and show support for traditional families” does not meet the requirements of the City Flag Raising Policy (CP-17-02).

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Preserving and Cultivating Public Trust

POLICY CONSIDERATIONS:

Does the City Council want to raise a commemorative flag to “unite and show support for traditional families” as an expression of the City’s official sentiments?

REPORT NARRATIVE:

Per the City Council’s Flag Raising Policy (CP-17-02), “the City’s flag poles are not intended to serve as a forum for free expression by the public, but rather for the display of the Flags of the United States and the State of California. The flag poles located at City Hall, the Community and Cultural Center and Centennial Recreation Center may also be used to display the flags of the City of Morgan Hill, Sister Cities, and any Commemorative Flags as may be authorized by the City Council as an expression of the City’s official sentiments.”

Under the policy, a commemorative flag “means a flag that identifies with a specific date, historical event, cause, nation or group of people, whereby the City honors or commemorates the date, event, cause, nation or people by flying the flag. Commemorative Flags shall be displayed at City facilities only upon City Council direction, consistent with the City’s vision, mission, and ongoing and strategic priorities, incorporating themes of diversity, equity, social justice, and inclusion.”

Commemorative flags may only be hung at City Hall, the Community and Cultural Center, and/or the Centennial Recreation Center. Per the policy commemorative flags may be hung no longer than 30 days. Authorization of commemorative flags must be approved by City Council resolution.

On December 8, 2017, City teammates received a commemorative flag raising proposal from a resident (Attachment 1), requesting the raising of a Traditional Family Flag (Attachment 2). Although the proposal suggests that the flag be raised throughout the month of September, the proposer has indicated their desire for the flag to be raised throughout the month of February 2018.

Per the proposal, “The purpose of the commemorative flag raising is to unite and to show support to traditional families in the communities. We want to highlight mothers and fathers who are doing their best day and day out to provide a loving and caring environment for their children and ultimately society.”

The proposer further states that “Traditional families have always existed but we come together and unite as of summer 2017 saying successful traditional families are what makes our society’s wheels to spin. Giving them representation will further help to look towards the future and not grow weary of doing good. They are noticed and they are applauded.”

The Council may determine whether or not to raise this flag. Per CP-17-02, this determination is based on the Council’s evaluation of its consistency with the City’s vision, mission, and ongoing and strategic priorities, incorporating themes of diversity, equity, social justice, and inclusion.

City staff do not believe the proposed flag meets the criteria outlined in the policy, specifically in the flag relating to a date, event, cause, nation or people. While the residents have outlined a cause, the flag itself does not identify with a specific recognized cause, and the proposed flag is not one that has been traditionally recognized.

COMMUNITY ENGAGEMENT: Involve

This proposal was submitted by a Morgan Hill resident.

ALTERNATIVE ACTIONS:

The Council may adopt a resolution directing staff to raise the proposed flag for the month of February consistent with City policy.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On September 27, 2017, the Council adopted a City Council policy on Flag Raising (CP-17-02).

FISCAL AND RESOURCE IMPACT:

None.

CEQA (California Environmental Quality Act):

Not a project - Organizational or administrative activity of governments that will not result in direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. Attachment 1 - Flag Proposal
2. Attachment 2 - Flag
3. Council Policy on Flag Raising

Attachment A**City of Morgan Hill Commemorative Flag Raising Background Information**Name of commemorative flag proposed to be raised: Traditional Family FlagName of individual or organization proposing the flag raising: Olympia Peralta

Please attach print out of image of flag to this form.

Contact InfoContact Name: Olympia Peralta Phone: 408-512-0503Email: rperalta023@gmail.comAddress: 17585 Depot St. MH 95037**Location of proposed commemorative flag raising**

(Commemorative Flags are only allowed at the following locations)

☒ Civic Center ☐ Centennial Recreation Center ☐ Community and Cultural Center**Please indicate the date range of the commemorative flag raising.**

(Maximum of 30 days)

Start Date/Time: September 1stEnd Date/Time: September 30**Please provide a description of the purpose of the commemorative flag raising.**

A Commemorative Flag under City policy means a flag that identifies with a specific date, historical event, cause, nation or group of people, whereby the City honors or commemorates the date, event, cause, nation or people by flying the flag

The purpose of the commemorative flag raising is to unite and to show support to traditional families in the communities. We want to highlight mothers and fathers who are doing their best day and day out to provide a loving and caring environment for their children and ultimately society.

Please provide a description of the historical origin of the specific date, historical event, cause, nation or group of people outlined in the previous question.

Traditional families have always existed but we come together and unite as of summer 2017 saying successful traditional families are what makes our society's wheels to spin. Giving them representation will further help to look towards the future and not grow weary of doing good. They are noticed and they are applauded.

Attachment B



CITY OF MORGAN HILL

COUNCIL POLICIES AND PROCEDURES

CP-17-02**SUBJECT: FLAG RAISING****EFFECTIVE DATE: SEPTEMBER 28, 2017****ORIGINATING DEPARTMENT: CITY ATTORNEY'S OFFICE****BACKGROUND**

The City of Morgan Hill displays the flags of the State of California and of the United States of America on poles located at facilities throughout Morgan Hill. City flag poles are not a public forum, but from time to time the City Council will authorize the display of ceremonial flags consistent with the City's ongoing and strategic priorities.

PURPOSE

Establish guidelines for the City Council to approve the display of flags other than those of the City of Morgan Hill, the State of California or the United States of America.

POLICY

It is the policy of the City of Morgan Hill that the City's flag poles are not intended to serve as a forum for free expression by the public, but rather for the display of the Flags of the United States and the State of California. The flag poles located at City Hall, the Community and Cultural Center and Centennial Recreation Center may also be used to display the flags of the City of Morgan Hill, Sister Cities, and any Commemorative Flags as may be authorized by the City Council as an expression of the City's official sentiments.

A Commemorative Flag under this policy means a flag that identifies with a specific date, historical event, cause, nation or group of people, whereby the City honors or commemorates the date, event, cause, nation or people by flying the flag. Commemorative Flags shall be displayed at City facilities only upon City Council direction, consistent with the City's vision, mission, and ongoing and strategic priorities, incorporating themes of diversity, equity, social justice, and inclusion.

PROCEDURE

In addition to the flags of the State of California and the United States of America, the City Council may, by resolution, direct City staff to display any Commemorative Flag on the flag poles of City Hall, the Community and Cultural Center and/or the Centennial Recreation Center as an expression of the City's official sentiments, for those dates and times and on those terms and conditions as set forth in the resolution. Commemorative Flags shall be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no longer than 30 continuous days.

This Policy shall remain in effect until modified by the City Council.

APPROVED:

STEVE TATE, MAYOR



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Inga Alonzo, Management Analyst
APPROVED BY: City Manager

APPROVE PROFESSIONAL DESIGN AGREEMENTS FOR HYDROGEOLOGICAL AND GEOTECHNICAL ENGINEERING SERVICES

RECOMMENDATION(S)

Approve and authorize the City Manager to execute three-year agreements with Luhdorff & Scalmanini Consulting Engineers in the amount of \$150,000, and Geo-Logic Associates in the amount of \$90,000, for hydrogeological and geotechnical engineering services.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

2017 Strategic Priorities

Infrastructure

REPORT NARRATIVE:

The Utilities Division is looking for on-call consultants to provide hydrogeological and geotechnical engineering services to the City. Typical projects awarded under these agreements include, but are not limited to, hydrogeological assessments, groundwater studies, slope stability assessments, geotechnical investigations and engineering, testing and drilling of water production wells, permitting assistance, and well rehabilitation. Staff would ask for a proposal from the consultants for a specific service or project as needed and issue a task order under the appropriate agreement.

A Request for Qualifications (RFQ) was distributed in October 2017 to select one or more qualified consultants for these services. The RFQ was advertised in both the Morgan Hill Times and the San Jose Mercury News. Additionally, it was posted to the City's website, Public Purchase, and the Santa Clara and San Francisco builders exchange. The City received six responsive submittals from:

Cal Engineering & Geology
Luhdorff & Scalmanini
Wood Rodgers
Furgo USA Land Inc.
Engeo Incorporated
Geo-Logic Associates

San Jose
Woodland
Sacramento
Walnut Creek
San Ramon
Morgan Hill

Selection Method:

Staff requested submittals in two separate sealed envelopes; the first for consultant qualifications and the second for the consultant and any sub-consultant billing rates. A four-member evaluation panel rated each qualification submittal based on

experience and qualifications. Raters scored a maximum of 10 points in three categories; firm information, relevant firm experience and service approach.

Average qualification scores from the evaluation panel are shown in the table below:

	CE&G	Engeo	Fugro	Geo-Logic	Luhdorff & Scalmanini	Wood Rodgers
Firm Information	8.25	9	8	9.25	9	8
Relevant Firm Experience	8.25	6.75	7.5	8	8.75	8
Service Approach	8.5	7.25	7.75	8.25	9.5	8.5
Avg Total Score	25	23	23.25	25.5	27.25	24.5

The consultants that rated highest in average total score were Luhdorff & Scalmanini and Geo-Logic. Consultant billing rate submittals were opened after qualification selection to assure selected consultant and sub-consultants billing rates were responsible and reasonable. Rates from all the submittals were competitive and reasonable. Therefore, staff recommends agreements with Luhdorff & Scalmanini and Geo-Logic. The proposed agreement with Luhdorff & Scalmanini is for a higher amount than the agreement proposed with Geo-Logic due to the specializations of the consultants and the anticipated workloads.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the public of the recommended agreements for hydrogeological and geotechnical engineering services.

ALTERNATIVE ACTIONS:

City Council could decide to limit the award of agreement to one consultant only, to approve agreements with more than the two consultants selected by staff, or to have staff re-bid the services.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None.

FISCAL AND RESOURCE IMPACT:

Funds for these agreements for FY17-18 will come from Water Operations (Fund 650); no further appropriation of funds is necessary. Subsequent years are subject to budget appropriations by the City Council.

CEQA (California Environmental Quality Act):

Not a Project.

Continuing administrative or maintenance activities are not considered projects for environmental review under CEQA.

LINKS/ATTACHMENTS:

1. Luhdorff & Scal - Exhibit B
2. Geo-Logic - Agreement for Design Professionals
3. Geo-Logic - Exhibit B
4. Luhdorff & Scalmanini - Signed



LUHDORFF & SCALMANINI
CONSULTING ENGINEERS
500 FIRST STREET WOODLAND, CALIFORNIA 95695

SCHEDULE OF FEES - ENGINEERING AND FIELD SERVICES
2017

Professional:*

<i>Senior Principal</i>	<i>\$202/hr.</i>
<i>Principal Professional</i>	<i>\$200/hr.</i>
<i>Project Manager</i>	<i>\$190/hr.</i>
<i>Senior Professional</i>	<i>\$178/hr.</i>
<i>Project Professional</i>	<i>\$135 to 170/hr.</i>
<i>Staff Professional</i>	<i>\$115 to 130/hr.</i>

Technical:

<i>Engineering Inspector</i>	<i>\$115 to 130/hr.</i>
<i>ACAD Drafting/GIS</i>	<i>\$120 to 130/hr.</i>
<i>Engineering/Scientist Assistant</i>	<i>\$100/hr.</i>
<i>Technician</i>	<i>\$100/hr.</i>

Clerical Support:

<i>Word Processing, Clerical</i>	<i>\$70/hr.</i>
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<i>Vehicle Use</i>	<i>\$0.55/mi.</i>
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<i>Subsistence</i>	<i>Cost Plus 15%</i>
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<i>Groundwater Sampling Equipment (Includes Operator)</i>	<i>\$170.00/hr.</i>
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<i>Copies</i>	<i>.20 ea.</i>
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<i>Professional or Technical Testimony</i>	<i>200% of Regular Rates</i>
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<i>Requested Technical Overtime</i>	<i>150% of Regular Rates</i>
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<i>Outside Services/Rentals</i>	<i>Cost Plus 15%</i>
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<i>Services by Wallace-Kuhl & Associates</i>	<i>Cost Plus 7.5%</i>
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<i>Services by Associate Firms, Contractors</i>	<i>Cost Plus 15%</i>
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* Engineer, Geologist, Hydrogeologist, and Hydrologist

SCHEDULE OF FEES 2017P

Page 1 of 4

PROFESSIONAL SERVICES
PROFESSIONAL SERVICES

Principal Engineer / Geologist	\$170.00	per hour
Senior Engineer / Geologist	\$170.00	per hour
Senior Environmental Scientist	\$170.00	per hour
Project Engineer / Geologist	\$140.00	per hour
Project Environmental Scientist	\$140.00	per hour
Senior Staff Engineer / Geologist	\$130.00	per hour
Senior Staff Environmental Scientist	\$130.00	per hour
Staff Engineer / Geologist	\$125.00	per hour
Staff Environmental Scientist	\$125.00	per hour
Senior Environmental Technician	\$100.00	per hour
Senior / Supervising Technician	\$100.00	per hour
Draftsperson / GIS Technician	\$95.00	per hour
Administrative Assistant	\$75.00	per hour

FIELD INVESTIGATION TESTING

Seismic Refraction Survey	\$170.00	per hour
Thermal Resistivity Testing	\$170.00	per hour
Electrical Resistivity Survey	\$170.00	per hour
Hand Augering/Sampling - Engineer	\$150.00	per hour
Photoionization Detector	\$170.00	per hour
Rebar Location / GPR	\$285.00	per hour

LITIGATION

Data Review/Consultation	\$240.00	per hour
Depositions/Expert Witness Testimony	\$350.00	per hour

EXPENSES

Vehicle Charges (<i>Subject to periodic adjustment due to fuel cost</i>)	\$0.75	per mile
Subsistence	\$55.00	per day
Lodging	Cost	
Services by Associate Firms and other outside services	Cost	plus 20%
Equipment rental, freight, special materials	Cost	plus 20%
Extra Report Copies		
Black and white versions	\$25.00	each
Color photography versions	\$35.00	each

PREMIUM CHARGES

Overtime and Saturdays	hourly rate plus	40	percent
Sunday and Holidays	hourly rate plus	75	percent

SHIFT DIFFERENTIAL

A 25 percent shift differential surcharge will be added to the hourly rate of personnel involved in scheduled testing work between the hours of 6 P.M. and 5 A.M., as well as a four hour minimum.

SCHEDULE OF FEES 2017P

Page 2 of 4

FIELD SERVICES

CONCRETE & REINFORCING STEEL

Ball Penetration (Kelly Ball)	\$125.00 /hr.
Batch Plant Inspection	\$95.00 /hr.
CaCl Moisture Emission Test Kit	\$32.00 /kit
CaCl Moisture Emission Testing	\$90.00 /hr.
CLSM/CDF/Slurry Testing	\$90.00 /hr.
Concrete Mix Design Review	\$170.00 /hr.
Concrete Placement Obs/Cast Cylinder	\$95.00 /hr.
Concrete Rebound Number Testing	\$125.00 /hr.
Concrete Trial Batch	\$95.00 /hr.
Floor Flatness Testing	\$125.00 /hr.
High Strength Grout Sampling / Testing	\$95.00 /hr.
Rebar / Post Tension Special Inspection	\$100.00 /hr.
Rebar Location / GPR	\$285.00 /hr.
Rebar Location / Pachometer	\$125.00 /hr.
Rebar Placement Inspection	\$100.00 /hr.
Reinforcing Steel Sampling/Tagging	\$95.00 /hr.
Relative Humidity Testing	\$125.00 /hr.
Shotcrete Special Inspection	\$95.00 /hr.
Transport Cylinders / Samples to Lab	\$95.00 /hr.

CORING

Coring (Technician + equipment)	\$125.00 /hr.
Coring (Technician assistant)	\$95.00 /hr.

POST-INSTALLED ANCHORS

Concrete Anchor Installation Inspection	\$95.00 /hr.
Concrete Anchor Proof Load Testing	\$125.00 /hr.
Concrete Anchor Torque Testing	\$100.00 /hr.
Suspended Ceiling Inspection / Testing	\$125.00 /hr.

STRUCTURAL STEEL

Fireproofing Special Inspection / Testing	\$95.00 /hr.
High Strength Bolt Special Inspection	\$100.00 /hr.
Non-Destructive Testing - UT/MT/PT	\$110.00 /hr.
Tower Certified Special Inspector	\$125.00 /hr.
Welding Special Inspection - Field	\$100.00 /hr.
Welding Special Inspection - Shop	\$100.00 /hr.

MASONRY

In-Place Masonry Flatjack Testing	\$150.00 /hr.
In-Place Masonry Shear Testing	\$125.00 /hr.
Masonry Materials Sampling / Testing	\$95.00 /hr.
Masonry Special Inspection	\$95.00 /hr.
Masonry Special Inspection DSA Cert.	\$105.00 /hr.

SOILS & ASPHALT CONCRETE

Asphalt Concrete Inspection / Testing	\$100.00 /hr.
Asphalt Concrete Materials Sampling	\$100.00 /hr.
Building Pad Special Inspection / Testing	\$100.00 /hr.
Deep Foundation Inspection	\$100.00 /hr.
Flatwork AB Inspection / Testing	\$100.00 /hr.
Flatwork Subgrade Inspection / Testing	\$100.00 /hr.
Grading Inspection / Testing	\$100.00 /hr.
Hand Augering and Sampling	\$130.00 /hr.
Pavement AB Inspection / Testing	\$100.00 /hr.
Pavement Subgrade Inspection / Testing	\$100.00 /hr.
Proof Rolling Observation	\$100.00 /hr.
Shallow Foundation Inspection	\$100.00 /hr.
Slab Subgrade Soil Moisture Tests	\$100.00 /hr.
Soil / Aggregate Sampling	\$100.00 /hr.
Soil Treatment Testing / Observation	\$100.00 /hr.
Structure Backfill Inspection / Testing	\$100.00 /hr.
Subgrade Stabilization Observation	\$100.00 /hr.
Utility Trench Backfill Testing	\$100.00 /hr.
WKA Drill Rig (including operator)	\$270.00 /hr.
WKA Drill Rig (helper)	\$100.00 /hr.

SPECIALIZED SERVICES

Coefficient of Friction Testing	\$130.00 /hr.
Crack Monitoring	**
Existing Building Evaluation / Demo	\$95.00 /hr.
Existing Building Evaluation / Document	\$95.00 /hr.
Existing Building Evaluation / Repair	\$95.00 /hr.
Field Investigate Support	\$95.00 /hr.
FRP Installation Inspection	\$95.00 /hr.
GFRC Inspection / Testing	\$95.00 /hr.
Soil Elect. Resistivity Testing - Technician	\$130.00 /hr.
Prestress Framing Installation	\$95.00 /hr.
Proto Wall Inspection / Testing	\$95.00 /hr.
Roofing Inspection	\$95.00 /hr.
Shear Nailing Inspection	\$95.00 /hr.
Thickness Testing - Coating / Steel	\$95.00 /hr.
Timber Framing / Hardware Inspection	\$95.00 /hr.
Vapor Barrier Inspection	\$95.00 /hr.
Vibration Monitoring	**

GENERAL

Inspection / Testing Cancelled	*
Reinspection / Retesting	*
Stand-by Time	*

* Based on hourly rate of Inspection or Testing scheduled

** Based on Staff Classification

MINIMUM CHARGES

A two hour minimum charge will apply to field technician services with the following exceptions:

- Single trip pickup and delivery services, where a one hour minimum will apply.
- Saturday, Sunday and holidays, where a four hour minimum charge will apply.

SCHEDULE OF FEES 2017P

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LABORATORY SERVICES

SOIL

Atterberg Limits (LL/PI)	ASTM D4318	\$150.00	each
CLSM/CDF/Soil Cement Compression Test	ASTM D4832	\$50.00	each
Compaction Characteristics	ASTM D698	\$240.00	each
Compaction Characteristics	ASTM D1557	\$240.00	each
Compaction Characteristics	CTM 216	\$240.00	each
Expansion Index	ASTM D4829	\$175.00	each
Hydraulic Conductivity, Flexible Wall Permeability	ASTM D5084	\$400.00	each
Lime-Treated Unconfined Compression	CTM 373	\$785.00	each
Moisture Content	ASTM D2216	\$20.00	each
Organic Content	ASTM D2974	\$90.00	each
Resistance "R" Value - Untreated	ASTM D2844, CTM 301	\$245.00	each
Resistance "R" Value - Laboratory Lime-Treated	ASTM D2844, CTM 301	\$300.00	each
Sieve Analysis - Sieve only (Coarse or Fine)	ASTM C136/D1140	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM D1140	\$90.00	each
Sieve Analysis - Sieve & Hydrometer	ASTM D422	\$160.00	each
Specific Gravity of Soils	ASTM D854	\$125.00	each
Triaxial Compression Test, 1 point - Undisturbed	ASTM D4767	\$250.00	each
Triaxial Compression Test, 3 Pt. Staged - Undisturbed	ASTM D4767	\$295.00	each
Triaxial Compression Test, 1 point - Remolded	ASTM D4767	\$325.00	each
Triaxial Compression Test, 3 Pt. Staged - Remolded	ASTM D4767	\$375.00	each
Unconfined Compression Test	ASTM D2166	\$100.00	each
Unit Weight/Moisture Content - Tube Sample	ASTM D2937/D2216	\$30.00	each
Consolidation (8 loads + 1 rebound)	ASTM D2435	\$450.00	each
Consolidation (additional loads)	ASTM D2435	\$50.00	each
Thermal Resistivity	ASTM D5334	\$50.00	each

AGGREGATE

Aggregate Unit Weight	ASTM C29	\$50.00	each
Clay Lumps and Friable Particles	ASTM C142	\$155.00	per size
Cleanness Value	CTM 227	\$160.00	each
Durability Index (Coarse or Fine)	CTM 229	\$155.00	each
Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	\$115.00	per size
Fractured/Crushed Particles	ASTM D5821, CTM 205	\$115.00	per size
Organic Impurities in Fine Aggregates	ASTM C40	\$55.00	each
Resistance "R" Value	CTM 301	\$290.00	each
Sand Equivalent, 1 point	CTM 217	\$85.00	each
Sand Equivalent, 3 points	CTM 217	\$125.00	each
Sieve Analysis - Coarse or Fine	ASTM C136, CTM 202	\$100.00	each
Sieve Analysis - Passing No. 200 only	ASTM C117	\$90.00	each
Sodium Sulfate Soundness	ASTM C88, CTM 214	\$120.00	per size
Specific Gravity and Absorption (Coarse or Fine)	ASTM C127, C128	\$120.00	each

ASPHALT CONCRETE

Asphalt Content (Ignition Oven)	ASTM D6307, CTM 382	\$240.00	each
Hveem Compacted Unit Weight, 1 point	ASTM D1560/D2726		
	CTM 304/308	\$95.00	each
Laboratory Test Maximum Density (LTMD), 5 points	CTM 375	\$350.00	each
Marshall Compacted Unit Weight, 1 point	ASTM D6926/D2726	\$90.00	each
Sieve Analysis of AC Aggregate (Coarse and Fine)	ASTM D5444, CTM 202	\$165.00	each
Stabilometer Value, 1 point	CTM 366	\$125.00	each
Theoretical Maximum Density	ASTM D2041, CTM 309	\$150.00	each
Thickness of AC Cores	ASTM D3549	\$10.00	each
Unit Weight of AC Cores	ASTM D2726, D1188, CTM 308	\$50.00	each

SCHEDULE OF FEES 2017P

LABORATORY SERVICES

Page 4 of 4

CONCRETE

Compression Test, Concrete Cylinder	ASTM C39	\$25.00	each
Compression Test, Concrete Cylinder - Hold	ASTM C39	\$20.00	each
Compression Test, Concrete Core	ASTM C42, C39	\$70.00	each
Compression Test, Shotcrete Core	ASTM C42, C39	\$70.00	each
Compression Test, High Strength Grout	ASTM C1107/C109	\$35.00	each
Concrete Cylinder Mold		\$4.00	each
Density / Unit Weight of Concrete	ASTM C567, C642	\$50.00	each
Flexural Strength Test, Concrete Beam	ASTM C78	\$95.00	each
Laboratory Drying Shrinkage Test, per beam	ASTM C157	\$175.00	each
Splitting Tensile Test, Concrete Cylinder	ASTM C496	\$75.00	each

MASONRY

Brick			
Compression Test	ASTM C67	\$60.00	each
Modulus of Rupture	ASTM C67	\$70.00	each
Absorption	ASTM C67	\$85.00	each
Concrete Masonry Unit			
Compression Test	ASTM C140	\$70.00	each
Absorption & Moisture Content	ASTM C140	\$70.00	each
Linear Drying Shrinkage	ASTM C426	\$175.00	each
Compression Test, Composite Masonry Prism	ASTM C1314	\$95.00	each
Compression Test, Masonry Grout	ASTM C1019	\$35.00	each
Compression Test, Mortar	ASTM C780	\$30.00	each
Core Shear Test	CBC Section 2105A	\$80.00	each
Masonry Core Compression Test	CBC Section 2105A	\$70.00	each

STEEL

Anchor Bolt Tensile Test	ASTM F606	\$95.00	each
Fireproofing Density Test	ASTM E605	\$65.00	each
High Strength Bolt Assembly Laboratory Testing			
Bolt - Wedge Tension Test	ASTM F606	\$70.00	each
Bolt - Proof Load Test	ASTM F606	\$70.00	each
Bolt - Hardness Test	ASTM E18	\$25.00	each
Nut - Proof Load Test	ASTM F606	\$70.00	each
Nut - Hardness Test	ASTM E18	\$25.00	each
Washer - Hardness Test	ASTM E18	\$25.00	each
Prestressing Steel Strand Tensile Test	ASTM A416/A1061	\$125.00	each
Reinforcing Steel (Rebar) Tensile Test			
Up to No. 7	ASTM A615, A706/A370	\$70.00	each
From No. 8 through No. 14	ASTM A615, A706/A370	\$95.00	each
Reinforcing Steel (Rebar) Bend Test	ASTM A615, A706/A370	\$35.00	each
Structural Steel Tensile Test			
Up to 3/4"	ASTM A370	\$70.00	each
Sizes Larger Than 3/4"	ASTM A370	\$95.00	each
Machining of Test Specimens		cost plus %20	
Structural Steel Hardness Test	ASTM E18	\$75.00	each
Torque Wrench Calibration (minimum of 4 wrenches)		\$75.00	each
Weld Assembly, Guided Bend/Macroetch/T-Bend Test	AWS D1.1, ASTM E190	\$75.00	per test
Welder Qualification Test Inspection		\$80.00	per hour
Welder Qualification Test Record		\$95.00	each

TESTING SERVICES

Laboratory Technician		\$85.00	per hour
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SERVICE AGREEMENT FOR DESIGN PROFESSIONALS Geo-Logic Associates, Inc.

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Geo-Logic Associates, 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 _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31 ,2020 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 Hydrogeological and Geotechnical Engineering Services as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$90,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed Ninety 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 an 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 on a monthly basis unless otherwise specified in Exhibit B. 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 a 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 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.**

9.1. 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.

- 9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City’s Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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:

Geo-Logic Associates
16055 Caputo Drive, Suite D
Morgan Hill, CA 95037

Address of CITY is as follows:

Engineering and Utilities	with a copy to:
Department Director	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	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 for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, 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 negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM").

20.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 20.1 above, 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 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").

20.3. **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, active negligence or willful misconduct of the CITY.

- 20.4. 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.
- 20.5. 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.
- 20.6. 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.

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 OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Wilson
Print Name

Christina J. Turner
Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Geo-Logic Associates, Inc.

City Attorney

By:

Donald A. Larkin
Print Name

Title: _____

Print Name and Title of Signer.

If Corporate: Chairman, President or
Vice President

Date: _____

Date: _____

By:

Title: _____

Print Name and Title of Signer.

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

Date: _____

EXHIBIT A SCOPE OF SERVICES

Provide On-Call hydrogeological and geotechnical engineering services to the City. The City will ask for proposals from the consultant for specific services or projects as needed. A task order will then be issued. Projects may include, but are not limited to, hydrogeological assessments, groundwater studies, slope stability assessments, geotechnical investigations and engineering, testing and drilling of water production wells, permitting assistance, and well rehabilitation. Below are anticipated are work tasks that the selected consultant may complete under this contract. The City reserves the right to exclude scope items, as needed during the course of this contract.

Well Field Operational Support

The purpose of this work is to assist the City with maintaining efficient operation of its twelve (12) water production wells including collecting and evaluating water level, well performance and water quality trends that might affect well field capacity. The work may include the following:

1. Process and analyze well data to evaluate aquifer trends, potential interference, and well performance issues that could affect the City's source supply capacity. Provide City with recommendations for data collection to improve reliability of well field monitoring.
2. Review water quality data to assess well clogging potential and trends in raw water quality.
3. Provide operational support for City personnel, as needed.

Production Well Assessment and Rehabilitation

The purpose of the work to be completed under this task is to assist the City with restoring or maintaining capacity in wells that may be experiencing performance or water quality issues. The work for this task may include the following:

1. Develop and implement approaches and plans for assessing the causes of well performance or water quality issues.
2. Develop rehabilitation approaches and technical specifications for inclusion in City bidding and contract documents for well rehabilitation or modification projects, and assist City with selecting a well contractor to complete the projects.
3. Act as the City's representative during well rehabilitation or modification activities to verify work is completed in accordance with specifications.

New Production Well Siting and Construction

The purpose of work under this task is to assist the City with replacing capacity or developing additional water supply capacity as well as to provide supply redundancy to improve reliability.

1. Assist the City with selection of potential well sites on the basis of hydrogeological, infrastructure, demand and permitting considerations.
2. Assist with permitting associated with well siting, including land use approval and Office of Drinking Water reviews. Develop a design for the new well and technical specifications for inclusion in the City's bidding and contract documents, and assist City with selecting a well contractor to complete the drilling, construction, and testing of the well.
3. Act as the City's representative during drilling, construction, and testing of the well.
4. Analyze water quality and hydraulic test data and provide parameters for pump station design.

Geotechnical Investigations and Engineering

The work under this task is to assist the City with general geotechnical investigations and engineering including:

1. Slope stability design, seismic hazard analyses, shallow and deep foundation design, seepage analyses; earthen dam and levee design, concrete and asphalt mix pavement design, geotechnical risk analyses, and slope protection design.
2. Geological investigation and characterization activities to support CIP construction projects such as standard penetration testing, cone penetrometer testing, percolation and slug testing, and subsurface geological mapping.
3. Material testing services for CIP projects such as, soil moisture content and Atterberg limits, unconfined compression, direct and tri-axial shear, consolidation testing, mechanical and hydrometer analysis, standard and modified proctor compaction testing, and compacted backfill testing.
4. Inspection services for soil, rock, foundations, subgrade, structural reinforced structural concrete, mortar, epoxy grout, masonry, and asphalt concrete.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

See Attached

Attachment: Geo-Logic - Agreement for Design Professionals (1570 : Approve Professional Design Agreements for Hydrological and

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Projects will be on an on-call, as needed basis over the course of this agreement.



2017-2018 FEE SCHEDULE

PROFESSIONAL STAFF	UNIT RATE
Staff Professional I	\$105.00/Hour
Staff Professional II	115.00/Hour
Staff Professional III	126.00/Hour
Project Professional I	142.00/Hour
Project Professional II	163.00/Hour
Project Professional III	184.00/Hour
Senior Professional I	196.00/Hour
Supervising Professional/Senior Professional II	210.00/Hour
Principal Professional I	242.00/Hour
Principal Professional II	265.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x HourlyRate

FIELD/LABORATORY STAFF

Technician I	82.00/Hour
Technician II	91.00/Hour
Technician III (or Minimum Prevailing Wage)	102.00/Hour
Technician IV	136.00/Hour
Laboratory Manager	152.00/Hour
Principal Technician	163.00/Hour

CADD/GIS

CADD/GIS/Database Manager I	100.00/Hour
CADD/GIS/Database Manager II	115.00/Hour
CADD Designer	126.00/Hour
GIS Specialist	142.00/Hour

SUPPORT STAFF

Administrative Assistant I	79.00/Hour
Administrative Assistant II	91.00/Hour
Technical Editor	100.00/Hour
Senior Technical Editor	126.00/Hour

*Overtime Premium is 35% of PERSONNEL CHARGE

EQUIPMENT CHARGES

BAT Permeameter	200.00/Day
Compaction Testing Equipment & Supplies	50.00/Day
Peel & Shear Strength Apparatus (FML Seams)	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment	1,200/Month
Portable Laboratory (mobilization / demobilization)	1,500.00
ReMi/Refraction Seismograph	600.00/Day
Sealed Single Ring Infiltrrometer (SSRI)	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrrometer (SDRI)	Call for Quote
Slope Inclinator	250.00/Day

EXPENSES

Vehicle Use for Field Services	14.00/Hour or 320.00/week
Soil Sampling Equipment & Drilling Supplies	5.00/Hour
Groundwater Sampling Equipment and Supplies	15.00/Hour
Per Diem	Lesser of (Cost +15%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)	Cost + 15%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)	Cost + 15%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)	Cost + 15%

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**PERMITS, FEES AND BONDS**

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

INSURANCE

~~Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.~~

TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

PROPOSAL PERIOD

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.

2017-2018 FEE SCHEDULE

<u>SOIL TESTING</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
Atterberg Limits (LL, PL, and PI).....	D4318	\$150.00/Test
California Bearing Ratio (excluding moisture-density curve)	D1883	250.00/Point
Chloride Content		50.00/Test
Corrosivity Series (resistivity, pH, sulfate, chloride).....		170.00/Test
Consolidation Test (without rate data – up to 8 loading increments).....	D2435	150.00/Test
Consolidation Test (single point).....	D2435	95.00/Test
Consolidation Test Rate Data (per load increment)	D2435	60.00/each
Direct Shear Test (at natural moisture)	D3080	65.00/Point
Direct Shear Test (saturated – strain rate 0.0084 inch/min.)	D3080	75.00/Point
Direct Shear Test (saturated, recycled – strain rate 0.0084 inch/min.).....	D3080	120.00/Point
Direct Shear Test (consolidated drained)	D3080	175.00/Point
Direct Shear Test (consolidated drained, residual).....	D3080	200.00/Point
Direct Shear Test (large shear box, 12 x 12)	D3080	300.00/Point
Expansion Index Test	D4829	125.00/Test
Expansion Index (cement or lime treated sample).....	D4829	175.00/Test
Grain-Size Mechanical Analysis - Sand-Clay, including Hydrometer.....	D422/D6913/D7928	150.00/Test
Grain-Size Mechanical Analysis - Gravel-Clay, including Hydrometer	D422/D6913/D7928	200.00/Test
Harvard Miniature Compaction Test		250.00/Test
Mechanical Analysis, Percent Passing #200.....	D1140/C117	75.00/Test
Mechanical Analysis - Sand or Gravel (no wash)	D422/D6913/C136.....	85.00/Test
Mechanical Analysis - Sand and Gravel	D422/D6913/C136.....	155.00/Test
Mechanical Analysis - Sand or Gravel	D422/D6913/C136.....	120.00/Test
Mechanical Analysis - Minus 3" to 200 Sieve, Full Sieve	D422/D6913/C136.....	155.00/Test
Moisture Content	D2216/D4643	16.00/Test
Moisture Density Curve for Compacted Fill (4-inch Mold)	D698	150.00/Test
Moisture Density Curve for Compacted Fill (6-inch Mold)	D698	175.00/Test
Moisture-Density Curve for Compacted Fill (4-inch Mold).....	D1557	165.00/Test
Moisture-Density Curve – Compacted Fill (6-inch Mold).....	D1557	200.00/Test
Moisture-Density Curve – Lime or Cement Treated (4-inch Mold)	D1557	210.00/Test
Moisture-Density Curve – Lime or Cement Treated (6-inch Mold)	D1557	250.00/Test
Moisture-Density Single Point	T272.....	80.00/Test
Moisture-Density Curve.....	Cal 216.....	175.00/Test
Organic Matter	D2974	85.00/Test
Permeability (falling head)	CAL220	180.00/Test
Permeability (flexible wall)	D5084	300.00/Test
Permeability (rigid wall - constant head pressure, 2" to 8" mold)	D2434	300.00/Test
Permeability (rigid wall - constant head pressure, 12" mold)	D2434	460.00/Test
Permeability (additional consolidation stresses).....		95.00/stage
Permeability (air)	D6539	325.00/Test
Pinhole Dispersion Test; 4 increments (remold sample)	D4647	400.00/Test
Resistance Value	D2844	210.00/Test
Resistance Value – Lime or Cement Treated	D2844/CA301	260.00/Test
Resistivity & pH Test	Cal 532 or 643	90.00/Test
Sand Equivalent	Caltrans 217/D2419.....	75.00/Test
Soil pH.....	D4972	20.00/Test
Specific Gravity - Fine-Grained Soils	D854	75.00/Test
Sulfate Content.....		50.00/Test

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SOIL TESTING (continued)	TEST METHOD	UNIT RATE
Triaxial Compression Test (CD)	D7181	575.00/Point
Triaxial Compression Test (CU with pore pressure)	D4767	425.00/Point
Triaxial Compression Test (UU)	D2850	125.00/Test
Triaxial Compression Test [Stage (Progressive) Test; CU]	D4767	1,000.00/Set
Unconfined Compression Test (undisturbed sample)	D2166	90.00/Test
Unit Dry Weight and Moisture Content (undisturbed sample)	D7263/D2216	22.00/Test

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

2017-2018 FEE SCHEDULE

AGGREGATE TESTING	TEST METHOD	UNIT RATE
Clay Lumps and Friable Particles	C142	\$80.00/Test
Crushed Particles (Fractured Faces)		95.00/Test
Durability Index – Fine	D3744	120.00/Test
Durability Index – Coarse	D3744	140.00/Test
Flat and Elongated Particles	CRD119, 120	105.00/Test
Injurious Organic Matter	C40	60.00/Test
Insoluble Residue in Carbonate Aggregates	D3042	275.00/Test
Lightweight Pieces in Aggregate	C123	95.00/Test
Los Angeles Abrasion Test (500 revolutions)	C131	160.00/Test
Los Angeles Abrasion Test (1000 revolutions)	C535	180.00/Test
Mechanical Analysis - Sand or Gravel (dry sieve)	C136	70.00/Test
Mechanical Analysis (wash 200 sieve)	C117	65.00/Test
Mechanical Analysis (fine with wash 200 sieve)	C136	100.00/Test
Rapid Determination of Carbonate Content of Rock	4373	120.00/Test
Sample Crushing		85.00/Hour
Sand Equivalent	D2419	75.00/Test
Specific Gravity, Bulk, SSD with Absorption	C128/C127	110.00 Each
Sulfate Soundness, per sieve size	C88	135.00/Test

ROCK TESTING	TEST METHOD	UNIT RATE
Density	D7263	\$35.00/Test
Density, Porosity, Specific Gravity, Water Content		110.00/Test
Indirect Tensile Strength (Brazilian), Single Break	D3967	55.00/Test
Indirect Tensile Strength (Brazilian), 10-15 Breaks	D3967	210.00/Test
Point Load Index, Single Break	D5731	35.00/Test
Point Load Index, 10-15 Breaks	D5731	180.00/Test
Rip-Rap (wet / dry, 10 cycles)	D5318	1,000.00/Test
Rip-Rap (freeze / thaw, 10 cycles)	D5312	800.00/Test
Rip-Rap (specific gravity)	D6473	110.00/Test
Rip-Rap Soundness (sodium)	D5240	400.00/Test
Rock Joint Direct Shear		260.00/Point
Rock Joint Direct Shear, additional normal load		95.00/Test
Slake Durability	D4644	200.00/Test
Triaxial Compression, with Young's modulus and Poisson's ratio		495.00/point
Uniaxial Strength (peak only; 2.5" maximum)	D7012	130.00/Test
Uniaxial Strength (with stress-strain curve)		call for quote
Uniaxial Strength (with stress-strain curve, add modulus and Poisson ratio)		call for quote
Rock preparation, cutting, and grinding		85.00/Hour

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

2017-2018 FEE SCHEDULE

<u>GEOSYNTHETIC MATERIALS</u>	<u>TEST METHOD</u>	<u>UNIT RATE</u>
<i>Seam Coupon Series (thickness, peel, and shear)</i>		
Set of 5 each (Quantity 1-10).....	D6392	\$75.00/Test
Set of 5 each (Quantity 10 or more).....	D6392	55.00/Test
Asperity Height.....	GRI GM12	35.00/Test
Liner Puncture Testing up to 350 psi		260.00/Test
Liner Puncture Testing over 350 psi		410.00/Test
<i>Large Scale Direct Shear (ASTM D5321 and D6321)</i>		
Geosynthetic vs Geosynthetic – Method A		210.00/Point
Soil vs Geosynthetic Friction – Method B		260.00/Point
GCL Internal Shear		310.00/Point
Shear Speed (<0.04).....		110.00/Point
(Shear rate dependent on soil drainage characteristics and engineering specifications)		
Substrate Remolding Fee.....		60.00/Test
Additional Saturation Time (>24 hours)		60.00/Day
<i>GCL Testing</i>		
Index Flux Testing	D5887	270.00/Test
Fluid Loss	D5891	75.00/Test
Swell Index.....	D5890	70.00/Test
Mass per Unit Area	D5993	70.00/Sample
Custom Liner Testing		call for quote

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates.

All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.



Schedule of Fees

PERSONNEL RATES

Professional and Office Staff

Staff Type	Rate/Cost
Principal Engineer	\$175.00 /hour
Principal Geologist	\$175.00 /hour
Project Engineer	\$155.00 /hour
Project Geologist	\$150.00 /hour
Project Manager	\$145.00 /hour
Quality Control Manager	\$135.00 /hour
Qualified SWPPP Developer	\$135.00 /hour
Qualified SWPPP Practitioner	\$110.00 /hour
Staff Engineer	\$125.00 /hour
Staff Geologist	\$115.00 /hour
Drafting	\$75.00 /hour
Administrative	\$70.00 /hour

Inspectors and Technicians

Staff Type	Rate/Cost
Laboratory Technician	\$86.00 /hour
Soils Engineering Technician	\$86.00 /hour
Public Works Technician	\$86.00 /hour
ACI Concrete Technician	\$86.00 /hour
Pull Torque Testing Technician	\$86.00 /hour
Coring Technician	\$87.00 /hour
Public Works Inspector	\$90.00 /hour
Special Inspector (ICC)	\$88.00 /hour
Special Inspector Coatings	\$92.00 /hour
Special Inspector DSA Masonry	\$95.00 /hour
Special Inspector Wood Construction	\$95.00 /hour
AWS Certified Welding Inspector – Field	\$88.00 /hour
AWS Certified Welding Inspector – Shop	\$88.00 /hour
Non-Destructive Testing ASNT Level II	\$100.00 /hour
Non-Destructive Testing ASNT Level III	\$150.00 /hour
Radiographic Testing Crew	\$250.00 /hour
Building Inspector	\$100.00 /hour
Mechanical Electrical Inspector	\$95.00 /hour
Project Inspector (IOR)	\$105.00 /hour
SWPPP Inspector	\$95.00 /hour
Field Supervisor	\$115.00 /hour
Pick-up and Delivery of Test Specimens	\$50.00 /hour

EXPLORATORY AND FIELD TESTING EQUIPMENT

Description	Rate/Cost
Dutch Cone Penetrometer with Operator	\$185.00 /hour
Hollow Stem Auger Drill Rig with Operator	\$250.00 /hour
Portable Drilling Equipment with Operator	\$275.00 /hour
Bucket Auger Drill Rig with Operator	\$300.00 /hour
Air Rotary Drill Rig with Operator	\$350.00 /hour
Rotary Wash Drill Rig with Operator	\$350.00 /hour
Diamond Bit Core Rig and Generator	\$250.00 /day
Nuclear Density Test Gage	\$25.00 /day
Hand Held Turbidity Meter	\$15.00 /day
Ultrasonic Test Unit and Consumables	\$25.00 /day
Magnetic Particle Test Unit	\$15.00 /day
Skidmore	\$30.00 /day
Schmidt Hammer	\$20.00 /day
Torque Wrench	\$20.00 /day
Proof Load Testing Equipment	\$45.00 /day
Inertial Profiler	\$2,000.00 /day
ASTM C1028 Coefficient of Friction (Personnel w/Equipment)	\$350.00 /day
Mini Environmental Quality Meter	\$200.00 /day

LABORATORY TESTS

Aggregate Tests

Description	Rate/Cost
ASTM C131 Abrasion, Los Angeles Rattler	\$230.00 /each
ASTM C40 Organic Impurities In Fine Agg	\$95.00 /each
ASTM D4791 Flat & Elongated Particles	\$250.00 /each
ASTM D5821 Percent Fractured Particles	\$125.00 /each
ASTM C123 Percent Lightweight Particles	\$200.00 /each
ASTM C566 Moisture Content by Drying	\$20.00 /each
ASTM C1252 Angularity and Voids in Fine Agg	\$175.00 /each
ASTM C117 Materials Finer than No. 200	\$85.00 /each
ASTM C289 Potential Alkali Silica Reaction	\$450.00 /each
ASTM D2419 Sand Equivalent Value	\$115.00 /each
ASTM C136 Sieve Analysis-Combined Sample	\$155.00 /each
ASTM C136 Sieve Analysis-Fine Aggregate	\$135.00 /each
ASTM C136 Sieve Analysis-Coarse Aggregate	\$135.00 /each
ASTM C88 Soundness by Sodium Sulfate	\$425.00 /each
ASTM C127 Specific Gravity of Coarse Agg	\$125.00 /each
ASTM C128 Specific Gravity of Fine Agg	\$135.00 /each
ASTM C142 Clay and Friable Particles	\$190.00 /each
AASHTO T304 Angularity and Voids in Fine Agg	\$125.00 /each
AASHTO T84 Specific Gravity, Fine Agg	\$130.00 /each
AASHTO T85 Specific Gravity, Coarse Agg	\$120.00 /each
AASHTO T96 Abrasion, Los Angeles Rattler	\$230.00 /each
AASHTO T27 Sieve Analysis, Combined Agg	\$165.00 /each
AASHTO T27 Sieve Analysis, Fine Agg	\$145.00 /each
AASHTO T27 Sieve Analysis, Coarse Agg	\$125.00 /each
AASHTO T176 Sand Equivalent	\$115.00 /each
AASHTO T335 Crushed Particles	\$135.00 /each

Asphalt Tests

Description	Rate/Cost
ASTM D2726 Core Density (SSD)	\$40.00 /each
ASTM D1188 Core Density Parafilm Coated	\$50.00 /each
ASTM D6926 Lab Max Density Marshall Method	\$240.00 /each
ASTM D6927 Marshall Stability and Flow	\$290.00 /each
ASTM D1561 LTMD Kneading Compactor	\$220.00 /each
ASTM D1560 Hveem Stability	\$240.00 /each
ASTM D1560 Hveem Stability and Density	\$265.00 /each
ASTM D2041 Maximum Theoretical Density	\$190.00 /each
ASTM D6307 Asphalt Content by Ignition	\$145.00 /each
ASTM D6307 Ignition Oven Calibration	\$250.00 /each
ASTM D2172 Asphalt Content by Solvents	\$205.00 /each
ASTM D4125 Asphalt Content by Nuclear Gauge	\$175.00 /each
ASTM D 5444 Gradation of Extracted Aggregate	\$165.00 /each
ASTM D244 Emulsion Residue, Evaporation	\$175.00 /each
ASTM D244 Emulsion Sieve Analysis	\$115.00 /each
ASTM D3910 Wet Tract Abrasion	\$200.00 /each
AASHTO T283 Tensile Strength Ratio	\$950.00 /each
AASHTO T324 Hamburg Wheel Tracking Test	\$650.00 /each
AASHTO T312 Core Density Paraffin Coated	\$50.00 /each
AASHTO T312/T275 LTMD Gyratory Compactor	\$325.00 /each
AASHTO T308 Asphalt Content by Ignition	\$145.00 /each
AASHTO T308A Ignition Oven Calibration	\$250.00 /each
AASHTO T209 Theoretical Maximum Density	\$190.00 /each



Schedule of Fees

LABORATORY TESTS

Concrete Tests

Description	Rate/Cost
Mix Design Review – Calculations Only	\$300.00 /each
ASTM C39 Concrete Cylinder Cured or Tested	\$27.00 /each
ASTM C39 Cylinder Tested out of Sequence	\$39.00 /each
ASTM C39 Compressive Strength - Core	\$50.00 /each
ASTM C495 Lightweight Concrete Strength	\$45.00 /each
ASTM C78 Flexural Strength – Beam cured or Tested	\$95.00 /each
ASTM C39 Guniting Cyl Compression Test	\$35.00 /each
ASTM C1140 Shotcrete Panel Test	\$325.00 /each
ASTM C649 Concrete Modulus of Elasticity	\$225.00 /each
ASTM C157 Linear Shrinkage (Set of 3)	\$475.00 /each
ASTM C138 Unit Weight of Concrete	\$55.00 /each
ASTM C495 Oven Dry Density Light Weight Conc	\$175.00 / each
ASTM C496 Splitting Tensile Test	\$90.00 /each
AASHTO T336 Coefficient of Thermal Expansion	\$400.00 /each

Caltrans Tests

Description	Rate/Cost
CT 202 Sieve Analysis-Combined Sample	\$155.00 /each
CT 202 Sieve Analysis-Fine Aggregate	\$135.00 /each
CT 202 Sieve Analysis-Coarse Aggregate	\$135.00 /each
CT 204 Plasticity Index Atterberg	\$195.00 /each
CT 205 Percentage Crushed Particles	\$125.00 /each
CT 206 Specific Gravity of Coarse Aggregate	\$95.00 /each
CT 207 Specific Gravity of Fine Aggregate	\$120.00 /each
CT 208 Apparent Specific Gravity of Fines	\$145.00 /each
CT 209 Specific Gravity of Soils	\$130.00 /each
CT 211 Abrasion by Los Angeles Rattler	\$230.00 /each
CT 213 Organic Impurities in Sand	\$95.00 /each
CT 214 Soundness by Sodium Sulfate	\$425.00 /each
CT 216 California Impact Max Density	\$260.00 /each
CT 216 CA Impact Max Dens - Rock Correction	\$45.00 /each
CT 217 Sand Equivalent Value	\$115.00 /each
CT 226 Moisture Content by Oven Drying	\$20.00 /each
CT 227 Cleanness Value	\$230.00 /each
CT 229 Durability Index	\$275.00 /each
CT 234 Angularity & Voids Fine Aggregate	\$175.00 /each
CT 235 Flat and Elongated Particles	\$225.00 /each
CT 301 Resistance R-Value Stabilometer	\$290.00 /each
CT 303 Approximate Bitumen Ratio	\$250.00 /each
CT 304/308 LTMD Kneading Compactor	\$220.00 /each
CT 305 Swell of Bituminous Mixtures	\$285.00 /each
CT 308 (A) Core Density Paraffin Coated	\$50.00 /each
CT 308 (C) Core Density SSD	\$40.00 /each
CT 308, CT 366 Stability & Density	\$265.00 /each
CT 309 Maximum Theoretical Density	\$190.00 /each
CT 366 Stabilometer Value	\$240.00 /each
CT 370 Moisture Content by Microwave	\$60.00 /each
CT 371 Tensile Strength Ratio	\$950.00 /each
CT 379 Asphalt content Nuclear Gauge	\$175.00 /each
CT 382 Asphalt Content, Correction Factor	\$250.00 /each
CT 382 Asphalt Content by Ignition Oven	\$145.00 /each
CT 417 Soluble Sulfates	\$95.00 /each
CT 422 Chloride Content	\$110.00 /each
CT 515 Relative Mortar Strength, PCC Sand	\$600.00 /each
CT 521 Concrete Compressive Strength	\$27.00 /each
CT 523 Conc Flexural Strength - Beam	\$95.00 /each
CT 531 Length of Drilled Concrete Cores	\$45.00 /each
CT 534 Water Retention, Liq Curing Compnd	\$425.00 /each
CT 550 Surface Abrasion of Concrete	\$400.00 /each
CT 643 Resistivity and pH	\$95.00 /each

LABORATORY TESTS

Masonry Tests

Description	Rate/Cost
ASTM C140 Block Compressive Strength	\$90.00 /set
ASTM C140 Block Moisture & Absorption	\$85.00 /set
ASTM C426 Block Linear Shrinkage	\$275.00 /set
ASTM C140 Block Unit Wt & Dimensions	\$195.00 /set
ASTM C90 Masonry Block Conformance	\$550.00 /set
ASTM C67 Brick Compressive Strength	\$85.00 /set
ASTM C67 Brick Moisture & Absorption	\$75.00 /set
ASTM C67 Brick 5 Hour Boil	\$95.00 /each
ASTM C67 Brick Modulus of Rupture	\$95.00 /each
ASTM C780 Mortar Cylinder Compression	\$35.00 /each
ASTM C1019 Grout Prism Compression	\$40.00 /each
ASTM C1314 Masonry Core Comp Str 8" max dia	\$65.00 /each
ASTM C1314 Masonry Core Shear 8" max dia	\$75.00 /each
ASTM E519 Assemblage Comp Str 8" Block	\$85.00 /each
ASTM E519 Assemblage Comp Str 12" Block	\$100.00 /each
ASTM E519 Assemblage Comp Str 16" Block	\$125.00 /each
ASTM C109 Compression Test 2" Cube	\$30.00 /each

Soils Tests

Description	Rate/Cost
ASTM D4318 Plasticity Index of Soils	\$190.00 /each
ASTM D1883 CA Bearing Ratio of Soils	\$450.00 /each
ASTM D2435 Consolidation	\$200.00 /each
ASTM D2435 Consolidation, with Time Rate	\$250.00 /each
ASTM D3080 Direct Shear, Consol & Drained	\$200.00 /each
ASTM D4829 Expansion Index of Soils	\$150.00 /each
ASTM D2166 Unconfined Comp Strength	\$250.00 /each
ASTM D2434 Const Head Permeability Test	\$350.00 /each
ASTM D5333 Hydro-Collapse Potential	\$175.00 /each
ASTM D2050 Tri-Axial Shear Strength	\$350.00 /each
ASTM D422 Hydrometer Analysis	\$250.00 /each
ASTM D854 Specific Gravity of Soils	\$175.00 /each
ASTM 4546 Swell Potential	\$175.00 /each
ASTM D4943 Shrinkage Factor by Resin	\$190.00 /each
ASTM D559 Soil Cement Sample Preparation	\$75.00 /each
ASTM D558 Soil Cement Maximum Density	\$200.00 /each
ASTM D1633 Compression Test Soil Cement	\$55.00 /each
ASTM D2937 In-Place Density, Drive Cylinder	\$20.00 /each
ASTM D2216 Soil Moisture Content by Mass	\$15.00 /each
ASTM D698 Maximum Density Std Effort	\$190.00 /each
ASTM D1557 Max Density Optimum Moisture	\$285.00 /each
ASTM D2974 Moisture, Ash, Organic Matter	\$75.00 /each
ASTM D4972 pH of Soils	\$50.00 /each
ASTM D2844 R-Value & Expansion Pressures	\$290.00 /each
ASTM D2419 Sand Equivalent	\$115.00 /each
ASTM D422 Sieve Analysis of Soils	\$135.00 /each
ASTM D1140 Materials Finer than #200	\$85.00 /each
AASHTO T100 Specific Gravity of Soils	\$175.00 /each

Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Rebar Tension up to #8	\$50.00/each
ASTM A370 Rebar Tension #9 to #11	\$60.00/each
ASTM A370 Rebar Tension #14	\$80.00/each
ASTM A370 Rebar Tension #18	\$120.00/each
ASTM E290 Bend Test Rebar up to #8	\$35.00/each
ASTM E290 Bend Test Rebar #9 to #11	\$45.00/each
ASTM E290 Bend Test Rebar #14	\$80.00/each
ASTM E290 Bend Test Rebar # 18	\$120.00/each



Schedule of Fees

LABORATORY TESTS

Mechanical Splices of Reinforcing Steel

Description	Rate/Cost
CT670 Tensile Strength up to #8	\$50.00 /each
CT670 Tensile Strength #8 - #11	\$75.00 /each
CT670 Tensile Strength #14	\$100.00 /each
CT670 Tensile Strength #18	\$150.00 /each
CT 52-1-08C Slip Test	\$150.00 /each

Operator Qualifications Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Op Qual Ult Butt Splice to #8	\$300.00 /each
CT670 Op Qual Ult Butt Splice #9-#11	\$350.00 /each
CT670 Op Qual Ult Butt Splice #14	\$500.00 /each
CT670 Op Qual Ult Butt Splice #18	\$650.00 /each
CT670 Op Qual Service Splice to #8	\$220.00 /each
CT670 Op Qual Service Splice #9 to #11	\$240.00 /each
CT670 Op Qual Service Splice #14	\$300.00 /each
CT670 Op Qual Service Splice #18	\$400.00 /each

Production Lot Reinforcing Steel Bar Splicing

Description	Rate/Cost
CT670 Production Lot up to #8	\$230.00 /lot
CT670 Production Lot #9 to #11	\$280.00 /lot
CT670 Production Lot #14	\$450.00 /lot
CT670 Production Lot #18	\$600.00 /lot

Headed Reinforcing Steel Bars

Description	Rate/Cost
ASTM A370 Headed Bar Tensile up to #8	\$200.00 /lot
ASTM A370 Headed Bar Tensile #9 to #11	\$250.00 /lot
ASTM A370 Headed Bar Tensile #14	\$380.00 /lot
ASTM A370 Headed Bar Tensile #18	\$500.00 /lot

Prestressing Wires

Description	Rate/Cost
ASTM A416 Stress-Strain Analysis	\$170.00 /each
ASTM A416 Tensile Test Only	\$125.00 /each

LABORATORY TESTS

Structural Steel Tests

Description	Rate/Cost
ASTM A370 Tensile Up to 100K lbs (Each)	\$50.00 /each
ASTM A370 Tensile Up to 200K lbs (Each)	\$60.00 /each
ASTM A370 Tensile Up to 300K lbs (Each)	\$75.00 /each
ASTM A370 Tensile Up to 400K lbs (Each)	\$110.00 /each
ASTM A370 Tensile 400K - 500K lbs (Each)	\$300.00 /each
ASTM A370 Tensile Stress-Strain Percent Offset	\$150.00 /each
AWS Weld: Macro Tech	\$65.00 /each
AWS Weld: Fracture	\$30.00 /each
AWS Bend Test	\$45.00 /each
ASTM A370 Rockwell Hardness (Each)	\$80.00 /each
Steel Chemical Analysis	\$145.00 /each

High Strength Bolts

Description	Rate/Cost
ASTM F606 Bolt Axial Tensile to 7/8"	\$50.00 /each
ASTM F606 Bolt Wedge Tensile to 7/8"	\$65.00 /each
ASTM F606 Bolt: Axial 7/8" - 1 1/2"	\$70.00 /each
ASTM F606 Bolt Wedge Tensile 7/8" to 1 1/2"	\$80.00 /each
ASTM F606 Bolt: Proof Load Test up to 7/8"	\$75.00 /each
ASTM F606 Bolt: Proof Load Test up to 1 1/2"	\$90.00 /each
ASTM F606 Nut: Proof Load Test up to 7/8"	\$55.00 /each
ASTM F606 Nut: Proof Load Test up to 1 1/2"	\$70.00 /each

Spray Applied Fire Proofing Tests

Description	Rate/Cost
ASTM E605 Spray Applied Fireproofing Density	\$85.00 /each



Schedule of Fees

General Charges

- RMA Group requires twenty-four (24) hour prior notification for scheduling inspectors and/or technicians.
- Inspection charges start at the scheduled show up time at the job site. All inspection hours will be billed in the following increments:
 - There will be a minimum two (2) hour charge for any RMA Group employee presence on site.
 - Any time less than four (4) hours of work on site will be billed as four (4) hours.
 - Four (4) to eight (8) hours will be billed as eight (8) hours.
- When personnel are required to work in excess of 5 hours without an uninterrupted meal period of 30 minutes, due to project constraints, ½ hour will be charged at double time rates in addition to any applicable hours worked.
- Rates are valid through June 30, 2018. Rates for personnel will increase by 4% per year on July 1st of each year.
- Certified Payroll Reports will be prepared upon request. There will be a \$75.00 charge for each certified payroll report.
- Outside services will be billed at cost plus 15% unless billed directly to and paid for by Client.
- Requests made by client for management attendance at meetings at the project site will be charged at standard rate.

Overtime Charges

- Work performed in excess of 8 hours per day and/or up to eight (8) hours on Saturdays will be billed at 1.5 times the unit rate.
- Work performed on Sunday, recognized holidays, or in excess of eight (8) hours on Saturdays will be billed at 2.0 times the unit rate.
- A 20% surcharge will be applied for laboratory tests performed on a Saturday or Sunday.

Travel Charges and Per Diem

- Mileage will be billed at the IRS unit rate only for travel outside a 50-mile radius from either the project site or the nearest RMA facility whichever is closest, or if a location requires an overnight stay.
- Travel time will be billed at the personnel regular unit rate only for travel outside a 50-mile radius from either the project site or the nearest RMA facility whichever is closest, or if a location requires an overnight stay.
- A \$125.00 charge per day will be applied when our personnel are required to stay overnight at remote locations.

Night Work

- A \$10.00 per hour surcharge will be added to all personnel rates for work performed during night shifts.

All services shown below for the Contract Inspector shall provide fully typed reports (2 copies minimum) verifying and detailing results of inspections and/or tests.

Inspection including compaction testing A/C and Soil/Sampling, A/C Placement	\$ 86.00	/HR
Steel Inspection	\$ 88.00	/HR
Concrete Inspection	\$ 88.00	/HR
Welding Inspection	\$ 88.00	/HR
Moisture Density Curve per ASTM	\$ 285.00	/EA
Sieve Analysis	\$ 135.00	/EA
R Value	\$ 290.00	/EA
A/C Unit Wt.	\$ 470.00	/EA
Concrete Cylinders	\$ No Charge	/EA Set
Compression Tests (set of 3)	\$ 81.00	/EA Set

SERVICE AGREEMENT FOR DESIGN PROFESSIONALS
Luhdorff & Scalmanini Consulting Engineers, Inc.

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Luhdorff & Scalmanini Consulting Engineers, 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 _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2020 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 Hydrogeological and Geotechnical Engineering Services as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$150,000.00. Total compensation to CONSUL TANT under this Agreement during its initial term set forth in Section 2 above shall not exceed One Hundred and Fifty 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 an 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 on a monthly basis unless otherwise specified in Exhibit B. 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 a 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 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.**

- 9.1. 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.

- 9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575

Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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:

Luhdorff & Scalmanini Consulting Engineers
500 First Street
Woodland, CA 95695-4026

Address of CITY is as follows:

Engineering and Utilities	with a copy to:
Department Director	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	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 for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, 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 negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM").

20.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 20.1 above, 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 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").

- 20.3. 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, active negligence or willful misconduct of the CITY.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.

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 OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Wilson

Christina J. Turner

Print Name

Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Luhdorff & Scalmanini Consulting Engineers

City Attorney

By:

Donald A. Larkin

Title:

Print Name

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: _____

Date: 12-29-17

By: William L. Halligan

Title:

William L. Halligan, CFO

Print Name and Title of Signer.

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

Date: 12-29-17

EXHIBIT A SCOPE OF SERVICES

Provide On-Call hydrogeological and geotechnical engineering services to the City. The City will ask for proposals from the consultant for specific services or projects as needed. A task order will then be issued. Projects may include, but are not limited to, hydrogeological assessments, groundwater studies, slope stability assessments, geotechnical investigations and engineering, testing and drilling of water production wells, permitting assistance, and well rehabilitation. Below are anticipated are work tasks that the selected consultant may complete under this contract. The City reserves the right to exclude scope items, as needed during the course of this contract.

Well Field Operational Support

The purpose of this work is to assist the City with maintaining efficient operation of its twelve (12) water production wells including collecting and evaluating water level, well performance and water quality trends that might affect well field capacity. The work may include the following:

1. Process and analyze well data to evaluate aquifer trends, potential interference, and well performance issues that could affect the City's source supply capacity. Provide City with recommendations for data collection to improve reliability of well field monitoring.
2. Review water quality data to assess well clogging potential and trends in raw water quality.
3. Provide operational support for City personnel, as needed.

Production Well Assessment and Rehabilitation

The purpose of the work to be completed under this task is to assist the City with restoring or maintaining capacity in wells that may be experiencing performance or water quality issues. The work for this task may include the following:

1. Develop and implement approaches and plans for assessing the causes of well performance or water quality issues.
2. Develop rehabilitation approaches and technical specifications for inclusion in City bidding and contract documents for well rehabilitation or modification projects, and assist City with selecting a well contractor to complete the projects.
3. Act as the City's representative during well rehabilitation or modification activities to verify work is completed in accordance with specifications.

New Production Well Siting and Construction

The purpose of work under this task is to assist the City with replacing capacity or developing additional water supply capacity as well as to provide supply redundancy to improve reliability.

1. Assist the City with selection of potential well sites on the basis of hydrogeological, infrastructure, demand and permitting considerations.
2. Assist with permitting associated with well siting, including land use approval and Office of Drinking Water reviews. Develop a design for the new well and technical specifications for inclusion in the City's bidding and contract documents, and assist City with selecting a well contractor to complete the drilling, construction, and testing of the well.
3. Act as the City's representative during drilling, construction, and testing of the well.
4. Analyze water quality and hydraulic test data and provide parameters for pump station design.

Geotechnical Investigations and Engineering

The work under this task is to assist the City with general geotechnical investigations and engineering including:

1. Slope stability design, seismic hazard analyses, shallow and deep foundation design, seepage analyses; earthen dam and levee design, concrete and asphalt mix pavement design, geotechnical risk analyses, and slope protection design.
2. Geological investigation and characterization activities to support CIP construction projects such as standard penetration testing, cone penetrometer testing, percolation and slug testing, and subsurface geological mapping.
3. Material testing services for CIP projects such as, soil moisture content and Atterberg limits, unconfined compression, direct and tri-axial shear, consolidation testing, mechanical and hydrometer analysis, standard and modified proctor compaction testing, and compacted backfill testing.
4. Inspection services for soil, rock, foundations, subgrade, structural reinforced structural concrete, mortar, epoxy grout, masonry, and asphalt concrete.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

See Attached

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Projects will be on an on-call, as needed basis over the course of this agreement.



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Inga Alonzo, Management Analyst
APPROVED BY: City Manager

APPROVE PROFESSIONAL DESIGN AGREEMENTS FOR WATER AND WASTEWATER UTILITY PLANNING & ENGINEERING SERVICE

RECOMMENDATION(S)

Approve and authorize the City Manager to execute three-year agreements with Akel Engineering Group in the amount of \$150,000 and Schaaf & Wheeler Consulting Civil Engineers in the amount of \$150,000 for water and wastewater utility planning and engineering services.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

2017 Strategic Priorities

Infrastructure

REPORT NARRATIVE:

The Utilities Division is looking for an on-call consultant to provide water and wastewater utility planning and engineering services to the City. Typical projects awarded under these agreements include, but are not limited to, master planning, hydrologic and hydraulic modeling, asset condition assessments, water quality assessments, capacity analysis, project engineering and design. Staff would ask for a proposal from the consultants for a specific service or project as needed and issue a task order under the appropriate agreement.

A Request for Qualifications (RFQ) was distributed October 2017 to select one or more qualified consultants for these services. The RFQ was advertised in both the Morgan Hill Times and the San Jose Mercury News. Additionally, it was posted to the City's website, Public Purchase, and the Santa Clara and San Francisco builders exchange. The City received six responsive submittals from:

Akel Engineering Group
Schaaf & Wheeler
Infrastructure Engineering Corp
HydroScience Engineers
BKF
Harris & Associates

Fresno
Santa Clara
Poway
San Jose
Redwood City
Salinas

Selection Method:

Staff requested submittals in two separate sealed envelopes; the first for consultant qualifications and the second for the consultant and any sub-consultant billing rates. A four-member evaluation panel rated each qualification submittal based on experience

and qualifications. Raters scored a maximum of 10 points in three categories; firm information, relevant firm experience, and service approach.

Average qualification scores from the evaluation panel are shown in the table below:

	Akel	BKF	Harris & Associates	HydroScience	Infrastructure	Schaaf & Wheeler
Firm Information	8.75	8	8.75	9	8.75	9
Relevant Firm Experience	9.75	8.5	9	8.25	8	8.75
Service Approach	9.75	8.75	8.75	8.5	8	9
Total Average score	28.25	25.25	26.5	25.75	24.75	26.75

The consultants that rated highest in average total score were Akel and Schaaf & Wheeler. Consultant billing rate submittals were opened after qualification selection to assure selected consultants and sub-consultants billing rates were responsible and reasonable. Rates from all the submittals were competitive and reasonable. Therefore, staff recommends agreements with Akel and Schaaf & Wheeler.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the public of the recommended agreement for water and wastewater utility planning and engineering services.

ALTERNATIVE ACTIONS:

City Council could decide to limit the award of agreement to one consultant only, to approve agreements with more than the two consultants selected by staff, or to have staff re-bid the services.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None.

FISCAL AND RESOURCE IMPACT:

Funds for these agreements for FY17-18 will come from Water Operations (Fund 650) and Wastewater Operations (Fund 640); no further appropriation of funds is necessary. Subsequent years are subject to budget appropriations by the City Council.

CEQA (California Environmental Quality Act):

Not a Project.

Continuing administrative or maintenance activities are not considered projects for environmental review under CEQA.

LINKS/ATTACHMENTS:

1. Akel- Exhibit B
2. Shaaf & Wheeler - Exhibit B
3. Akel - Agreement for Design Professionals
4. Schaaf & Wheeler - Agreement for Design Professionals

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

5.a



FEE SCHEDULE

Effective Through

June 30, 2018

Category	Hourly Rate
Principal Engineer	\$185.00
Senior Engineer	\$166.00
Associate Engineer	\$148.00
Assistant Engineer	\$112.00
GIS Technician	\$101.00
Word Processing/Secretarial	\$76.00

Other Direct Expenses

Travel and Subsistence	at Cost
Mileage	\$0.535/mile
Other Direct Cost	Cost plus 10%

*Fee Schedule is subject to an annual increase at the end of the fiscal year

Attachment: Akel- Exhibit B (1571 : Approve Professional Design Agreements for Water & Wastewater Utility Planning & Engineering Service)

Subconsultant on Asset Management

Sub-Consultant	Role	Category	Hourly Rate
CH2M/Jakobs 	Asset Management Plan	Senior Project Manager, Paul Amico	\$246.00
		Asset Management Specialist, Liz Kelly	\$298.00

Subconsultants on Relevant Ongoing Other Projects

Sub-Consultant	Role	Category	Hourly Rate
MWH/Stantec  now part of 	Design Support: WWTP Decommissioning. Sewer Pipeline Design. Lift Station Condition Assessment	Vice President	\$295.00
		Principal	\$250.00
		Senior Associate	\$190.00
		Professional Engineer	\$125.00
Bartle Wells and Associates 	Capacity Fees and Rate Study	Principal, President, Doug Dove	\$245.00
		Assistant Analyst, Mike DeGroot	\$145.00
Kleinfelder 	R&R for Water Treatment Plant and Groundwater Supply Wells	Principal Professional	\$194.00
		Project Professional	\$168.00
		Senior Principal Professional	\$229.00
		Staff Professional	\$145.00



Billing Rates and Fee

Schaaf & Wheeler CONSULTING CIVIL ENGINEERS

Hourly Charge Rate Schedule

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification	Rate/Hr	Classification	Rate/Hr
Project Manager	\$225	Construction Manager	\$215
Project Engineer	\$215	Senior Resident Engineer	\$185
Senior Engineer	\$200	Resident Engineer	\$165
Associate Engineer	\$180	Assistant Resident Engineer	\$150
Assistant Engineer	\$160	Construction Inspector	\$135
Junior Engineer	\$150		
Designer	\$140		
Technician	\$135		
Engineering Trainee	\$105		

Principal time is \$315 per hour and is charged only for work done in preparation for litigation and other very high level-of-expertise assignments. Court or deposition time as an expert witness is charged at \$420 per hour with a minimum of four hours per day.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

These rates are subject to revision semi-annually.

Effective 1/1/17



Fehr Engineering Company, Inc.



2017 RATE SCHEDULE

Principal/Chief Electrical Engineer	\$180/hr
CAD Manager/Designer	\$125/hr
Administration	Included

Materials and Services

Subcontractors, special equipment, and outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

Special project consultation such as litigation, investigations, etc. will be charged at \$300/hr.

At our discretion, these rates are subject to 5% increase annually



CHARGE RATE SCHEDULE

2017-2018

Principal	\$224.00 – 288.00
Associate	200.00
Engineering Manager	172.00
Project Administrator	140.00
Senior Engineer	156.00
Project Engineer	140.00
Staff Engineer	128.00
Assistant Engineer	118.00
Junior Engineer	110.00
Senior Computer Drafter	127.00
Computer Drafter	110.00
Junior Computer Drafter	100.00
Secretarial Services	92.00
Construction Manager	208.00
Senior Structural Representative	182.00
Structural Representative	162.00
Assistant Structures Representative	130.00
Senior Bridge Inspector	162.00
Subconsultants	Cost Plus 10%
Expenses	Cost Plus 15%
In-House CADD Plots	
Prints	\$0.30/ sq. ft.
Plots	\$1.50/ sq. ft.
Mylar Plots	\$3.00/ sq. ft.

Charge Rates Applicable October 1, 2017 through September 30, 2018



MH engineering Co.

CHARGE RATE SCHEDULE

\$165/hr	Office surveying support
\$165/hr	One man survey crew
\$315/hr	Two man survey crew
\$150/hr	CADD drafting support



2017 FEE SCHEDULE

Effective Through 09/30/17

PROFESSIONAL STAFF	UNIT RATE
Staff Professional I	\$100.00/Hour
Staff Professional II	110.00/Hour
Staff Professional III	120.00/Hour
Project Professional I	135.00/Hour
Project Professional II	155.00/Hour
Project Professional III	175.00/Hour
Senior Professional I	187.00/Hour
Supervising Professional/Senior Professional II	200.00/Hour
Principal Professional I	230.00/Hour
Principal Professional II	250.00/Hour
Court Appearance (Expert Witness, Deposition, etc.; four-hour minimum)	2 x HourlyRate
FIELD/LABORATORY STAFF	
Technician I	78.00/Hour
Technician II	87.00/Hour
Technician III (or Minimum Prevailing Wage)	97.00/Hour
Technician IV	130.00/Hour
Laboratory Manager	145.00/Hour
Principal Technician	155.00/Hour
CADD/GIS	
CADD/GIS/Database Manager I	95.00/Hour
CADD/GIS/Database Manager II	110.00/Hour
CADD Designer	120.00/Hour
GIS Specialist	135.00/Hour
SUPPORT STAFF	
Administrative Assistant I	87.00/Hour
Technical Editor	95.00/Hour
Senior Technical Editor	120.00/Hour

*Overtime Premium is 35% of PERSONNEL CHARGE

EQUIPMENT CHARGES

BAT Permeameter	200.00/Day
Compaction Testing Equipment & Supplies	50.00/Day
Peel & Shear Strength Apparatus (FML Seams)	900.00/Month
Portable Laboratory (8' x 32' trailer) with equipment	1,200/Month
Portable Laboratory (mobilization / demobilization)	1,500.00
ReMi/Refraction Seismograph	600.00/Day
Sealed Single Ring Infiltrometer (SSRI)	200.00/Day or 750.00/Month
Sealed Double Ring Infiltrometer (SDRI)	Call for Quote
Slope Inclinator	250.00/Day

EXPENSES

Vehicle Use for Field Services	14.00/Hour or 320.00/week
Soil Sampling Equipment & Drilling Supplies	5.00/Hour
Groundwater Sampling Equipment and Supplies	15.00/Hour
Per Diem	Lesser of (Cost +15%) or (Local Government Rate)
Outside Services (Consultants, Surveys, Chemical lab Tests, etc.)	Cost + 15%
Reimbursables (Maps, Photos, Permits, Expendable Supplies, etc.)	Cost + 15%
Outside Equipment (Drill Rig, Backhoe, Monitoring Equipment, etc.)	Cost + 15%

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PERMITS, FEES AND BONDS

The costs of all permits, fees, and performance bonds required by government agencies are to be paid by the Client, unless stated otherwise in an accompanying proposal.

INSURANCE

~~Geo-Logic Associates, Inc. carries workers' compensation, comprehensive general liability and automobile with policy limits normally acceptable to most clients. The cost for this insurance is covered by the fees listed in this schedule. Cost of any special insurance required by the Client, including increases in policy limits, adding additional insured parties and waivers of subrogation, are charged at cost plus 15%. Unless otherwise stated, such charges are in addition to the estimated or maximum charges stated in any accompanying proposal.~~

TERMS

Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Past due accounts are subject to a finance charge of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law.

PROPOSAL PERIOD

Unless otherwise stated, a proposal accompanying this schedule is effective for sixty (60) days. If authorization to proceed is not received within this period, Geo-Logic Associates, Inc. reserves the right to renegotiate the fee.

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Geo-Logic ASSOCIATES

2017 FEE SCHEDULE

SOIL TESTING	TEST METHOD	UNIT RATE
Atterberg Limits (LL, PL, and PI)	D4318	\$150.00/Test
California Bearing Ratio (excluding moisture-density curve)	D1883	200.00/Point
Chloride Content		50.00/Test
Corrosivity Series (resistivity, pH, sulfate, chloride)		170.00/Test
Consolidation Test (without rate data – up to 8 loading increments)	D2435	150.00/Test
Consolidation Test (single point)	D2435	95.00/Test
Consolidation Test Rate Data (per load increment)	D2435	60.00/each
Direct Shear Test (at natural moisture)	D3080	65.00/Point
Direct Shear Test (saturated – strain rate 0.0084 inch/min.)	D3080	75.00/Point
Direct Shear Test (saturated, recycled – strain rate 0.0084 inch/min.)	D3080	120.00/Point
Direct Shear Test (consolidated drained)	D3080	150.00/Point
Direct Shear Test (consolidated drained, residual)	D3080	200.00/Point
Direct Shear Test (large shear box, 12 x 12)	D3080	270.00/Point
Expansion Index Test	D4829	125.00/Test
Expansion Index (cement or lime treated sample)	D4829	175.00/Test
Grain-Size Mechanical Analysis - Sand-Clay, including Hydrometer	D422/D6913	150.00/Test
Grain-Size Mechanical Analysis - Gravel-Clay, including Hydrometer	D422/D6913	190.00/Test
Harvard Miniature Compaction Test		235.00/Test
Mechanical Analysis, Percent Passing #200	D1140/C117	75.00/Test
Mechanical Analysis - Sand or Gravel (no wash)	D422/C136	85.00/Test
Mechanical Analysis - Sand and Gravel	D422/C136	155.00/Test
Mechanical Analysis - Sand or Gravel	D422/C136	120.00/Test
Mechanical Analysis - Minus 3" to 200 Sieve, Full Sieve	D422/C136	155.00/Test
Moisture Content	D2216/D4643	16.00/Test
Moisture Density Curve for Compacted Fill (4-inch Mold)	D698	150.00/Test
Moisture Density Curve for Compacted Fill (6-inch Mold)	D698	175.00/Test
Moisture-Density Curve for Compacted Fill (4-inch Mold)	D1557	165.00/Test
Moisture-Density Curve – Compacted Fill (6-inch Mold)	D1557	200.00/Test
Moisture-Density Curve – Lime or Cement Treated (4-inch Mold)	D1557	210.00/Test
Moisture-Density Curve – Lime or Cement Treated (6-inch Mold)	D1557	250.00/Test
Moisture-Density Single Point	T272	80.00/Test
Moisture-Density Curve	Cal 216	175.00/Test
Organic Matter	D2974	85.00/Test
Permeability (falling head)	CAL220	180.00/Test
Permeability (flexible wall)	D5084	300.00/Test
Permeability (rigid wall - constant head pressure, 2" to 8" mold)	D2434	250.00/Test
Permeability (rigid wall - constant head pressure, 12" mold)	D2434	410.00/Test
Permeability (additional consolidation stresses)		95.00/stage
Permeability (air)	D6539	325.00/Test
Pinhole Dispersion Test; 4 increments (remold sample)	D4647	400.00/Test
Resistance Value	D2844	210.00/Test
Resistance Value – Lime or Cement Treated	D2844/CA301	260.00/Test
Resistivity & pH Test	Cal 532 or 643	90.00/Test
Sand Equivalent	Caltrans 217/D2419	75.00/Test
Soil pH	D4972	20.00/Test
Specific Gravity - Fine-Grained Soils	D854	75.00/Test
Sulfate Content		50.00/Test
Triaxial Compression Test (CD)	D4767 (modified)	575.00/Point
Triaxial Compression Test (CU with pore pressure)	D4767	425.00/Point
Triaxial Compression Test (UU)	D2850	125.00/Test
Triaxial Compression Test [Stage (Progressive) Test; CU]	D4767	1,000.00/Set
Unconfined Compression Test (undisturbed sample)	D2166	90.00/Test
Unit Dry Weight and Moisture Content (undisturbed sample)	D7263/D2216	22.00/Test



All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates. All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

AGGREGATE TESTING	TEST METHOD	UNIT RATE
Clay Lumps and Friable Particles	C142	\$80.00/Test
Crushed Particles (Fractured Faces)		95.00/Test
Durability Index – Fine	D3744	120.00/Test
Durability Index – Coarse	D3744	140.00/Test
Flat and Elongated Particles	CRD119, 120	105.00/Test
Injurious Organic Matter	C40	60.00/Test
Insoluble Residue in Carbonate Aggregates	D3042	275.00/Test
Lightweight Pieces in Aggregate	C123	95.00/Test
Los Angeles Abrasion Test (500 revolutions)	C131	160.00/Test
Los Angeles Abrasion Test (1000 revolutions)	C535	180.00/Test
Mechanical Analysis - Sand or Gravel (dry sieve)	C136	70.00/Test
Mechanical Analysis (wash 200 sieve)	C117	65.00/Test
Mechanical Analysis (fine with wash 200 sieve)	C136	100.00/Test
Rapid Determination of Carbonate Content of Rock	4373	120.00/Test
Sample Crushing		85.00/Hour
Sand Equivalent	D2419	75.00/Test
Specific Gravity, Bulk, SSD with Absorption	C128/C127	110.00 Each
Sulfate Soundness, per sieve size	C88	135.00/Test

ROCK TESTING	TEST METHOD	UNIT RATE
Density	D7263	\$35.00/Test
Density, Porosity, Specific Gravity, Water Content		110.00/Test
Indirect Tensile Strength (Brazilian), Single Break	D3967	55.00/Test
Indirect Tensile Strength (Brazilian), 10-15 Breaks	D3967	210.00/Test
Point Load Index, Single Break	D5731	35.00/Test
Point Load Index, 10-15 Breaks	D5731	180.00/Test
Rip-Rap (wet / dry, 10 cycles)	D5318	1,000.00/Test
Rip-Rap (freeze / thaw, 10 cycles)	D5312	800.00/Test
Rip-Rap (specific gravity)	D6473	110.00/Test
Rip-Rap Soundness (sodium)	D5240	400.00/Test
Rock Joint Direct Shear		260.00/Point
Rock Joint Direct Shear, additional normal load.....		95.00/Test
Slake Durability	D4644	200.00/Test
Triaxial Compression, with Young's modulus and Poisson's ratio		495.00/point
Uniaxial Strength (peak only; 2.5" maximum)	D7012	130.00/Test
Uniaxial Strength (with stress-strain curve).....		call for quote
Uniaxial Strength (with stress-strain curve, add modulus and Poisson ratio)		call for quote
Rock preparation, cutting, and grinding		85.00/Hour

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates. All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.

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Geo-Logic ASSOCIATES

GEOSYNTHETIC MATERIALS	TEST METHOD	UNIT RATE
Seam Coupon Series (thickness, peel, and shear)		
Set of 5 each (Quantity 1-10)	D6392	\$75.00/Test
Set of 5 each (Quantity 10 or more)	D6392	55.00/Test
Asperity Height	GRI GM12	35.00/Test
Liner Puncture Testing up to 350 psi		260.00/Test
Liner Puncture Testing over 350 psi		410.00/Test
Large Scale Direct Shear (ASTM D5321 and D6321)		
Geosynthetic vs Geosynthetic – Method A		210.00/Point
Soil vs Geosynthetic Friction – Method B		260.00/Point
GCL Internal Shear		310.00/Point
Shear Speed (<0.04)		110.00/Point
(Shear rate dependent on soil drainage characteristics and engineering specifications)		
Substrate Remolding Fee		60.00/Test
Additional Saturation Time (>24 hours)		60.00/Day
GCL Testing		
Index Flux Testing	D5887	270.00/Test
Fluid Loss	D5891	75.00/Test
Swell Index	D5890	70.00/Test
Mass per Unit Area	D5993	70.00/Sample
Custom Liner Testing		call for quote

All test methods are ASTM unless otherwise noted.

Special sample preparation and laboratory testing not listed above will be charged at applicable personnel rates. All laboratory test rates are for standard turn-around time and normal reporting procedures. Rush orders will be subject to a 25 percent premium. Manpower requirements or test protocol may preclude the granting of a rush request.



GEOCONSULTANTS, INC.

Schedule of Charges

Personnel Charges (per hour)

Principal Hydrogeologist	\$160.00
Senior Hydrogeologist	\$130.00
Drafting	\$60.00
Administrative/Accounting	\$50.00

Charges for special consultants are billed at cost plus twenty (20) percent. When outside the continental United States, employees total salary cost shall be increased by the premium customarily paid by other organizations for work at that location.

Travel time – in accordance with foregoing schedule, up to maximum eight (8) hours per day.

Equipment Charges

The following charges are for vehicle mileage and special equipment and are in addition to personnel charges:

Car or Pick-up Truck, per mile	\$0.75
Drill Rig, Backhoe, or Hand Auger Rental and Operation	Cost plus 20%
Other Special Equipment	Prices on request

Equipment in transit to or from the job site, or retained by the client on a stand-by basis, will be billed at the cost plus twenty (20) percent or actual cost for equipment which is leased or subleased, or otherwise arranged for by Geoconsultants, Inc. through its subcontractor or others. When equipment is exposed to unusually harsh terrain or climatic conditions, an appropriate charge will be made for resultant abnormal wear or maintenance cost.

Miscellaneous Charges

Charges for special or unusual outside services are computed on the basis of cost plus twenty (20) percent. Examples of such outside services include, but shall not be limited to:

- Printing and reproduction
- Rented cars or pick-up trucks
- Transportation on public carriers
- Special fees, permits, insurance, etc.
- Rented heavy equipment
- Meals and lodging
- Craftsment and Laborers

Costs of Previously Issued Reports

The cost of each order for previously issued reports will be determined on a time and expense basis with a minimum charge of \$20.00 per copy.

Revised 01/01/2014



PREFERRED CLIENT RATE SCHEDULE
Effective: January 1, 2017



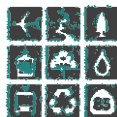
PRINCIPALS

Timothy DeGraff, <i>Chief Executive Officer</i>	\$300/HR
Geoff Smick, <i>President</i>	225/HR
Sherry Maloney, <i>Chief Financial Officer</i>	225/HR
Michael Josselyn, <i>Senior Wetland Scientist</i>	300/HR
Douglas Spicher, <i>Senior Wetland Ecologist</i>	200/HR
Philip Greer, <i>Senior Biologist</i>	200/HR
George Salvaggio, <i>Senior Landscape Architect</i>	200/HR
Justin Semion, <i>Senior Aquatic Ecologist</i>	200/HR
Amanda McCarthy, <i>Senior Plant Ecologist</i>	225/HR
Ben Guillon, <i>Director Conservation Finance</i>	300/HR
ASSOCIATE PRINCIPALS	200/HR
SENIOR ENVIRONMENTAL PLANNER	200/HR
SENIOR ASSOCIATE	175-225/HR
SENIOR ASSOCIATE / GIS MANAGER	175/HR
SENIOR ASSOCIATE MARKETING DIRECTOR	128/HR
ASSOCIATE ENVIRONMENTAL PLANNER	156-164/HR
ASSOCIATE LANDSCAPE ARCHITECT	150/HR
ASSOCIATE	147/HR
GIS PROFESSIONAL / GIS PROFESSIONAL II	131-150/HR
CONSERVATION FINANCE MANAGER	161/HR
LANDSCAPE ARCHITECT	139/HR
ENVIRONMENTAL PLANNER	121/HR
SCIENTIST	128-130/HR
SENIOR GIS TECHNICIAN / SENIOR LANDSCAPE DESIGNER	124/HR
SENIOR TECHNICIAN	121-125/HR
GIS TECHNICIAN / LANDSCAPE DESIGNER	112/HR
TECHNICIAN / ASSISTANT ENVIRONMENTAL PLANNER	110/HR
FIELD STAFF	79/HR
CLERICAL	71/HR
EXPERT WITNESS	Rate x 1.5

Subject to an annual rate adjustment. Necessary project expenses are billed at cost plus 10%. 6/8/17



**Qualifications for
Water and Wastewater Utility Planning and Engineering Services**



**David J. Powers & Associates
Charge Rate Schedule***

Title	Hourly Rate
Senior Principal	\$ 275.00
Principal Project Manager	\$ 250.00
Senior Environmental Specialist	\$ 220.00
Senior Project Manager	\$ 195.00
Environmental Specialist	\$ 180.00
Biologist	\$ 170.00
Project Manager	\$ 170.00
Associate Project Manager	\$ 145.00
Assistant Project Manager	\$ 120.00
Researcher	\$ 105.00
Draftsperson/Graphic Artist	\$ 110.00
Document Processor/Quality Control	\$ 100.00
Administrative Manager	\$ 100.00
Office Support	\$ 85.00

Materials, outside services and subconsultants include a 15% administration fee.
Mileage will be charged per the current IRS standard mileage rate at the time costs occur.

Subject to revision January 1, 2018.

** David J. Powers & Associates, Inc. provides regular, clear and accurate invoices as the work on this project proceeds, in accordance with normal company billing procedures. The cost estimate prepared for this project does not include special accounting or bookkeeping procedures, nor does it include preparation of extraordinary or unique statements or invoices. If a special invoice or accounting process is requested, the service can be provided on a time and materials basis. Any fees charged to DJP&A for Client's third-party services related to invoicing, insurance certificate maintenance, or other administrative functions will be billed as a reimbursable expense.*



Standard Billing Rates

Fees for services other than grant writing would generally be at our standard prevailing rates, subject to having discussed estimates of the amounts involved prior to commencing the work. Our average hourly rates are generally as follows:

Experience Level	2017 Hourly Rate Range
Owner/Government Affairs Assoc.	\$195-\$250
Senior Associate	\$165-\$180
Junior Associate	\$130-\$150
Researchers/Admin Staff	\$95-\$115



Fee Schedule 2017

Service	Standard Hourly Rate	Prevailing Wage Rate
• Project Management	\$140.00	
• Project Coordination	\$125.00	
• CAD Technician	\$110.00	
• Reports/Sketches	\$ 95.00	
• Clerical	\$ 75.00	
• 1-Person Utility Designation w/equipment	\$155.00	\$185.00
• 2-Person Utility Potholing w/vacuum truck	\$265.00	\$295.00
• 1-Person Traffic Control w/arrow truck	\$135.00	\$165.00
• 1-Person Saw Cutting & Coring w/equipment	\$145.00	\$175.00
• 2-Person CCTV Pipe Inspection	\$265.00	\$295.00
• 1-Person Survey Crew - GPS / Robotic / 3D Scanner	\$175.00	\$205.00
• 2-Person Survey Crew - GPS / Robotic / 3D Scanner	\$250.00	\$280.00
• 2-Person Survey Crew - Mobile LiDAR Scanner	\$415.00	\$445.00
• 2-Person Survey Crew - GPR 3D Utility Mapper	\$325.00	\$355.00
• 2-Person Survey Crew - UAV Data Collection	\$225.00	\$255.00

Reimbursable Expenses

- Mileage expenses, if applicable, shall not exceed the rate established by the IRS for the current year.
- Lodging and meals, when necessary, will be charged at cost plus 10%.
- Outside reproductions, shipping, services and consultants will be charged at cost plus 10%.
- Cost of normal field supplies are included in the above rates.
- CDF, Slurry, asphalt, concrete, class II bed rock, certified traffic control plans, core bits & saw blades, other materials/supplies will be charged at cost plus 10%.

Notes

1. Over time applies after 8 hours of work and weekends.
2. The hourly rates are portal to portal from our Hayward office.
3. Rates above apply to day shift (typical BTL day shift hours are 7:00 AM to 3:30 PM).
4. Night rate is 1.3 times those shown above.
5. Overtime after 8hrs up to 12hrs and Saturdays, rate is 1.5 times those shown above.
6. Overtime after 12 hrs, Sundays and Holidays, rate is 2.0 times those shown above.
7. Prevailing wage rates will apply when necessary.

These rates represent maximum rates to be charged for services. All rates are subject to change.

SERVICE AGREEMENT FOR DESIGN PROFESSIONALS AKEL ENGINEERING GROUP, INC.

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Akel Engineering Group, 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 _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2020 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 Water and Wastewater Utility Planning and Engineering Services as further described in **Exhibit A.**
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$150,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed One Hundred and Fifty 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 an 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 on a monthly basis unless otherwise specified in Exhibit B. 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 a 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 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.**

- 9.1. 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.

- 9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City’s Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575

Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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:

Akel Engineering Group
7433 North First Street, Suite 103
Fresno, CA 93720

Address of CITY is as follows:

Engineering and Utilities	with a copy to:
Department Director	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	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 for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, 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 negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM").

20.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 20.1 above, 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 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").

- 20.3. 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, active negligence or willful misconduct of the CITY.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.

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 OF MORGAN HILL

 City Clerk/Deputy City Clerk

 City Manager

 Michelle Wilson
 Print Name

 Christina J. Turner
 Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Akel Engineering Group, Inc.

 City Attorney

By: 

 Donald A. Larkin
 Print Name

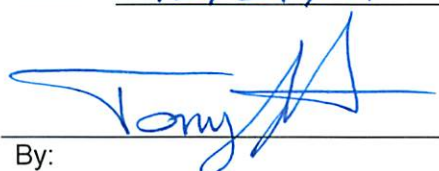
Title: TONY AKEL, PRESIDENT

Print Name and Title of Signer.

If Corporate: Chairman, President or
 Vice President

Date: _____

Date: 12/21/17

By: 

Title: TONY AKEL, SECRETARY

Print Name and Title of Signer.

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

Date: 12/21/17

EXHIBIT A SCOPE OF SERVICES

On-call Water and Wastewater Planning and Engineering Services to the City. The City will ask for proposals from the consultant for specific services or projects as needed. A task order will then be issued. Services may include: master planning, hydrologic and hydraulic modeling, asset condition assessments, water quality assessments, capacity analysis, project engineering and design. Below are the anticipated work tasks that the selected consultant team may complete under this contract. The City reserves the right to expand or exclude scope items, as needed during this contract.

- 1. Preliminary utility planning including updating comprehensive plans alternative studies, permit document preparation and approval, environmental impact studies, and public hearings and meetings.**
- 2. Coordination and preparation of environmental permitting documents required to receive the necessary environmental approvals to construct the assigned projects.**
- 3. Coordination of all utility relocations, including prior rights negotiations, utility designation and location services, and technical review of proposed relocation plans.**
- 4. Design services for various projects including water pipelines and pump stations, wastewater pipelines and lift stations, and site development with small buildings and parking facilities.**
- 5. Review and develop utility design and construction standards.**
- 6. Provide peer review services for documents designed by other firms or City staff to assure adherence to accepted engineering practices and standards.**
- 7. Water Resources analysis to develop new water supply sources within the City including surface water and groundwater development, and reservoirs to meet projected demand.**
- 8. Water system and wastewater system capacity analysis.**
- 9. Planning and design of water system pump stations, water storage tanks, and water system distribution projects; and wastewater lift stations and wastewater collection system projects.**
- 10. Preparation of Contract Documents for bidding purposes including final plans, specifications, cost estimates, constructability reviews to determine contract duration, and necessary addenda.**
- 11. Construction support services, including review and approval of shop drawings, respond to Request for Information, periodic progress meetings, and field consultation as necessary. Provide specialty construction engineering observations as requested.**
- 12. Search and identify sources for governmental grants that will assist the City in funding utility projects including preparation of grant applications/proposal on an as needed basis.**
- 13. Presentations to and attendance at necessary staff and/ or City Council meetings.**

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

See Attached

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Projects and services will be on an on-call, as needed basis over the course of this agreement.

SERVICE AGREEMENT FOR DESIGN PROFESSIONALS Schaaf & Wheeler Consulting Civil Engineers

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Schaaf & Wheeler Consulting Civil Engineers 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 _____, _____, 20____.
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3. **Scope of Service.** The services to be performed by CONSULTANT shall be Water and Wastewater Utility Planning and Engineering Services as further described in **Exhibit A.**
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 - 4.1. **Amount.** \$150,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed One Hundred and Fifty 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 an 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 on a monthly basis unless otherwise specified in Exhibit B. 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 a 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 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.**

- 9.1. 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.

- 9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City’s Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575

Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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:

Schaaf & Wheeler
Consulting Civil Engineers
1171 Homestead Road, Suite 255
Santa Clara, CA 95050

Address of CITY is as follows:

Engineering and Utilities	with a copy to:
Department Director	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	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 for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, 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 negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM").

20.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 20.1 above, 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 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").

- 20.3. 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, active negligence or willful misconduct of the CITY.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.

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 OF MORGAN HILL

 City Clerk/Deputy City Clerk

 City Manager

 Michelle Wilson
 Print Name

 Christina J. Turner
 Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Schaaf & Wheeler Consulting Civil Engineers

 City Attorney

By: PEDER JORGENSEN

 Donald A. Larkin
 Print Name

Title: VICE PRESIDENT
 Print Name and Title of Signer.

If Corporate: Chairman, President or
 Vice President

Date: _____

Date: 12/22/2017

 By: LEIF M. COPONEN

Title: TREASURER

Print Name and Title of Signer.

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

Date: 12/22/2017

EXHIBIT A SCOPE OF SERVICES

On-call Water and Wastewater Planning and Engineering Services to the City.. The City will ask for proposals from the consultant for specific services or projects as needed. A task order will then be issued. Services may include: master planning, hydrologic and hydraulic modeling, asset condition assessments, water quality assessments, capacity analysis, project engineering and design. Below are the anticipated work tasks that the selected consultant team may complete under this contract. The City reserves the right to expand or exclude scope items, as needed during this contract.

- 1. Preliminary utility planning including updating comprehensive plans alternative studies, permit document preparation and approval, environmental impact studies, and public hearings and meetings.**
- 2. Coordination and preparation of environmental permitting documents required to receive the necessary environmental approvals to construct the assigned projects.**
- 3. Coordination of all utility relocations, including prior rights negotiations, utility designation and location services, and technical review of proposed relocation plans.**
- 4. Design services for various projects including water pipelines and pump stations, wastewater pipelines and lift stations, and site development with small buildings and parking facilities.**
- 5. Review and develop utility design and construction standards.**
- 6. Provide peer review services for documents designed by other firms or City staff to assure adherence to accepted engineering practices and standards.**
- 7. Water Resources analysis to develop new water supply sources within the City including surface water and groundwater development, and reservoirs to meet projected demand.**
- 8. Water system and wastewater system capacity analysis.**
- 9. Planning and design of water system pump stations, water storage tanks, and water system distribution projects; and wastewater lift stations and wastewater collection system projects.**
- 10. Preparation of Contract Documents for bidding purposes including final plans, specifications, cost estimates, constructability reviews to determine contract duration, and necessary addenda.**
- 11. Construction support services, including review and approval of shop drawings, respond to Request for Information, periodic progress meetings, and field consultation as necessary. Provide specialty construction engineering observations as requested.**
- 12. Search and identify sources for governmental grants that will assist the City in funding utility projects including preparation of grant applications/proposal on an as needed basis.**
- 13. Presentations to and attendance at necessary staff and/ or City Council meetings.**

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

See Attached

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Projects and services will be on an on-call, as needed basis over the course of this agreement.



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Inga Alonzo, Management Analyst
APPROVED BY: City Manager

APPROVE PURCHASE OF 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR

RECOMMENDATION(S)

1. Approve the purchase of one 150kW trailer-mounted diesel generator from Leete Generators, in the amount of \$86,986; and
2. Authorize City Manager to approve purchase order in the amount of \$86,986 with Leete Generators.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment

2017 Strategic Priorities

Infrastructure

REPORT NARRATIVE:

Generators are required to provide back-up power to water and wastewater facilities as well as City facilities in the event of a power outage and are necessary to provide essential utility services to the community. Portable generators have a service life of approximately 15 years and therefore need to be replaced periodically. Generators may also be replaced when they no longer meet air quality requirements. The proposed new generator will replace a 1999 generator used at the 470 East Main Well which is past its 15-year service life.

Staff issued an Invitation to Bid for the purchase of one 150kW Trailer-Mounted Diesel Portable Generator, with bids due by November 30, 2017. Invitations to Bid were emailed to five companies including Pac Machine Company, Edward R Bacon, Leete Generators, Peterson Power, and CD & Power. The bid was posted to the City website, Public Purchase, Santa Clara Builders Exchange, San Francisco Builders Exchange, and was published in the Morgan Hill Times and the San Jose Mercury. Specifications for the generator were designed to comply with ARB "Tier 4 Final" standards. Tier 4 refers to a set of emissions requirements established by the EPA to reduce emissions of particulate matter and air toxics from new, non-road diesel engines. The Tier 4 Final rating ensures the longest possible air quality regulatory compliance window and therefore the longest service life of the generator.

The specifications required each bidder to indicate their capability to fulfill 71 different requirements and to identify any design deviations. Five bids were received for the generator (see Table 1). The Leete Generator bid offered the lowest price and met the

general specifications.

Table 1. Generator Bid Summary

<u>Company</u>	<u>Price</u>	Kilowatts <u>(kW)</u>	Tier 4 <u>Final</u>
Volvo	\$101,241.00	145	Yes
CD & Power	\$137,154.19	176	Yes
Valley Power	\$95,086.15	150	Yes
Conte's Generator	\$131,579.76	176	Yes
Leete Generator	\$86,986.00	150	Yes

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the public of the recommendation to purchase the equipment for the Engineering and Utilities Department.

ALTERNATIVE ACTIONS:

The Council could choose to not approve the recommended purchase and request staff re-bid the equipment.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None.

FISCAL AND RESOURCE IMPACT:

Funds for the \$86,986 purchase of the generator will be split between Sewer and Water accounts 640.5900.43825 and 650.5710.43825. This purchase was included in the Council adopted budget for FY17-18.

CEQA (California Environmental Quality Act):

Not a Project

Continuing administrative or maintenance activities, including the replacement of equipment, is not a project subject to environmental review.

LINKS/ATTACHMENTS:

1. Leete Bid Submittal

BID:

This bid is binding upon the undersigned for twelve (12) weeks after the bid date.

GENERATOR

MAKE: Blue STAR Power Systems MODEL: VD 150-02 FT4

TRAILER

MAKE: Blue STAR MODEL: T10000-2 Tandem Axle

AGENCY: Ramsey - Bliese Corp. dba Leete Generators

ADDRESS: 3360 McMaude Place

CITY: Santa Rosa STATE: CA ZIP: 95407

TELEPHONE: 707 545-0484 FAX: 707 588-9610

CONTACT PERSON: Joseph D. Netter

(print name)

SIGNATURE Joseph D. Netter DATE: 11/27/17

TOTAL (INCLUDING ALL FEES, TAXES, DELIVERY CHARGES, ETC.) \$ 86,986.00 ⁰⁰/_{xx}



THIS FORM MUST BE USED WHEN SUBMITTING BID

Attachment: Leete Bid Submittal (1542 : APPROVE PURCHASE OF 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR)

CITY OF MORGAN HILL
UTILITIES DIVISION - INVITATION TO BID

EQUIPMENT SPECIFICATIONS
150 kW TRAILER MOUNTED DIESEL GENERATOR

150 kW TRAILER MOUNTED DIESEL GENERATOR

MFG. Blue Star Power Systems
MODEL VD 150-02 FT4
kW 150kW

PART 1. GENERAL

1.1 The intent and purpose of these specifications is to secure one trailer mounted 150 kW diesel generator set of the latest commercial type and design for use as emergency power for 150 hp pump motor code G with reduced voltage auto transformer starting at 65% tap. Any additions, deletions or deviations from the following specifications must be clearly noted in the "DEVIATION" column or the bid will be disqualified. One copy of the manufacturer's published specifications shall be included with the bid.

1.2 The diesel engine set shall be a product of a company regularly engaged in the production of generator sets for a minimum of ten years. The generator sets shall be new, unused, and suitable for the intended use.

1.3 Rating of the generator set shall be based on operation of the set when equipped with all necessary operating accessories at an altitude of less than 3,000 ft and an ambient temperature of less than 120 F degrees. The generator set for the well pump shall be rated 150 kW continuous standby, 277/480, 3 phase, 4 wire, 60 Hz, 0.8 power factor at 1,800 rpm.

1.4 All initial permitting and license requirements for use, such as DMV, Bay Area Air Quality, DOORS, Air Resources Board (PERP) shall be obtained by the vendor on the City of Morgan Hill's behalf upon delivery.

1.5 Delivery of a completed generator shall be made within 120 days of the awarded bid.

PART 2. PRODUCTS

2.1 ENGINE

- A. Diesel powered domestically manufactured
- B. 8.1L, 6 cylinder, 4 cycle, turbocharged/aftercooled
- C. CARB Certified Tier 4
- D. Max. hp at rated rpm: 252 hp

YES/NO DEVIATION

NO Sweeden

NO 7.7.L

yes

yes

THIS FORM MUST BE USED WHEN SUBMITTING BID

Attachment: Leete Bid Submittal (1542 : APPROVE PURCHASE OF 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR)

PART 2. PRODUCTS (CONT.)		YES/NO	DEVIATION
E.	Electronic isochronous governor with a 0.5% frequency regulation	<u>yes</u>	
F.	Dry Element replaceable air cleaner	<u>yes</u>	
G.	Solenoid activated starter motor	<u>yes</u>	
H.	State manufacturer of engine	<u>Volvo Penta</u>	
2.2	LUBRICATING SYSTEM		
A.	28 qt. oil pan capacity	<u>yes</u>	
B.	Full flow/by-pass type filter	<u>yes</u>	
C.	Oil cooler	<u>yes</u>	
D.	Oil drain extension	<u>yes</u>	
2.3	FUEL SYSTEM		
A.	Engine rated for #2 diesel fuel	<u>yes</u>	
B.	Fuel filter to 10 microns with replaceable element	<u>yes</u>	
C.	Tank to be UL listed with secondary containment and leak detector	<u>NO</u>	UL is voided on all mobile Applications This is industry standard even if Fuel Tank is UL 142 Certified
D.	Fuel tank size 150 gal. min. 200 gal. max. with leak detection, low fuel alarms	<u>yes</u>	
E.	Fuel lines shall be flexible construction	<u>yes</u>	
2.4	COOLING SYSTEMS		
A.	Pressurized closed recovery system with radiator and guarded fan	<u>yes</u>	
B.	Centrifugal-type water pump to be pre-lubed and self sealing	<u>yes</u>	
C.	9.6 gal. min. capacity and filled with 50/50 antifreeze/water mixture	<u>yes</u>	
D.	External Block heater with thermostat-120V 2000W max with shutoff valves	<u>yes</u>	
E.	Radiator drain extension	<u>yes</u>	
2.5	EXHAUST SYSTEM		
A.	Critical exhaust silencer	<u>yes</u>	Combustion SCR/Crit GVA
B.	Tail pipe and rain cap	<u>yes</u>	
2.6	ENGINE ELECTRICAL SYSTEM		
A.	Two batteries with sufficient capacity for cranking the engine for 40 sec. at firing speed	<u>yes</u>	

THIS FORM MUST BE USED WHEN SUBMITTING BID

Attachment: Leete Bid Submittal (1542 : APPROVE PURCHASE OF 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR)

PART 2.	PRODUCTS (CONT.)	YES/NO	DEVIATION
B.	Cyclic cranking with crank limiter	yes	
C.	Batteries shall be rack mounted and include all cables	yes	
D.	A suitable battery charging alternator	yes	
E.	An appropriate automatic trickle charger	yes	
F.	One 50 ft. 12 AWG extension cord with two duplex receptacle convenience outlets (120v) mounted inside generator enclosure to power both trickle charger and block heater	yes	
2.7	GENERATOR		
A.	Domestically manufactured	yes	
B.	The alternator shall be of the 4 pole revolving field, 12 lead, re-connectable, single bearing, brushless type	yes	
C.	Flexible disc coupling	yes	
D.	1% voltage regulation	yes	
E.	Solid state voltage regulator	yes	
F.	Frequency regulation 5% steady state no load to steady state rated load	yes	
G.	System shall accept 100% of rated load at rated power factor	yes	
H.	Voltage dip shall not exceed 15% of rated and recover within 2 1/2 sec at max load.	yes	
I.	Self ventilated, drip-proof construction	yes	
J.	Sustain short circuit current at 300% of rated current up to 10 sec.	yes	
K.	Molded-case line, 225 amp main line UL listed circuit breaker	yes	
2.8	CONTROLLER		
A.	NEMA 1 control panel with rubber isolator mounts	yes	
B.	Manual off-auto switch with indicator lamp	yes	
C.	Volts, amps and frequency meters	yes	
D.	Meter phase selector switch	yes	
E.	Elapsed time meter	yes	
F.	Lamp test switch	yes	

THIS FORM MUST BE USED WHEN SUBMITTING BID

Attachment: Leete Bid Submittal (1542 : APPROVE PURCHASE OF 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR)

PART 2.	PRODUCTS (CONT.)	YES/NO	DEVIATION
G.	Front mounted voltage adjusting rheostat	<u>yes</u>	
H.	Engine cool-down timer	<u>yes</u>	
I.	Indicator lamps for:		
1.	High engine temp safety shut down	<u>yes</u>	
2.	Not in auto	<u>yes</u>	
3.	Low oil pressure safety shut down	<u>yes</u>	
4.	Overspeed safety shut down	<u>yes</u>	
5.	Over-crank safety shut down	<u>yes</u>	
6.	Emergency stop	<u>yes</u>	
7.	Low fuel	<u>yes</u>	
8.	Low battery	<u>yes</u>	
2.9	TRAILER		
A.	14,000 lb. rated, dual axle flat bed, pintel hitch, steel welded trailer equipped with electric brakes seven round pin connector SAE J560B meeting DOT regulations-submit specs	<u>yes</u>	Trailer rated AT 10,000 lbs weight of unit, without fuel tank 5,775 lbs
B.	Trailer shall include a welded tongue jackstand, leaf springs, rear stabilizer jacks, IC lighting	<u>yes</u>	
C.	Skid mounted generator set shall be secured attached to trailer frame	<u>yes</u>	
D.	Fuel tank shall be mounted within trailer frame	<u>yes</u>	
E.	3 ft safety chains	<u>yes</u>	
2.10	CHASSIS		
A.	Sound attenuated (maximum 68 dBA @ 23 ft. at full load) weather proof outdoor enclosure constructed by the manufacturer of the generator	<u>NO</u>	dBA 69 @ 23 ft.
B.	Protective housing shall have lockable doors and painted with rust proof primer and appropriate exterior coat	<u>yes</u>	
2.11	CABLE		
A.	50 ft. of 4-5 wire 4/0 power cable with strain relief connector hardwired to generator circuit breaker terminating into a 3ph 4w 600v 200a male Crouse-Hinds Cat. # AP204512 S22 or equal with dust cap	<u>yes</u>	
2.12	MANUALS	<u>yes</u>	

THIS FORM MUST BE USED WHEN SUBMITTING BID

Attachment: Leete Bid Submittal (1542 : APPROVE PURCHASE OF 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR)

PART 2.	PRODUCTS (CONT.)	YES/NO	DEVIATION
A.	Provide two complete operating and maintenance manuals for generator and chassis.	<u>yes</u>	
2.13	WARRANTY	<u>yes</u>	
	The diesel generator shall be covered by the manufacturer's standard warranty (state terms) for at least one year	<u>yes</u>	
	Please specify warranty for make/model bid:		
	<u>2 YEAR / 2000 Hours Limited.</u>		
2.14	JOB SITE DELIVERY		
A.	Field start up services, verify engine safety shut downs and building load transfer, without alarms from generator control panel.	<u>yes</u>	
C.	Generator shall be delivered with fuel tank filled to ½ capacity, including DEF tank filled to ½ capacity.	<u>yes</u>	
B.	Unloading provided by vendor	<u>yes</u>	

THIS FORM MUST BE USED WHEN SUBMITTING BID

Attachment: Leete Bid Submittal (1542 : APPROVE PURCHASE OF 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR)

BLUE STAR

Power Systems Inc.

Diesel Product Line

208-600 Volt

VD150-02FT4

60 Hz / 1800 RPM

150 kWe / 150 kWe

Standby / Prime

Ratings

	240V	208V	240V	480V	600V
Phase	1	3	3	3	3
PF	1.0	0.8	0.8	0.8	0.8
Hz	60	60	60	60	60
Generator Model	431CSL6206	431CSL6204	431CSL6204	431CSL6204	431PSL6242
Connection	12 LEAD ZIG-ZAG	12 LEAD WYE	12 LEAD DELTA	12 LEAD WYE	4 LEAD WYE
Standby					
kWe	150	150	150	150	150
AMPS	625	521	452	226	181
Temp Rise	105°C / 40°C	105°C / 40°C	105°C / 40°C	105°C / 40°C	105°C / 40°C
Prime					
kWe	150	150	150	150	150
AMPS	625	521	452	226	181
Temp Rise	105°C / 40°C	105°C / 40°C	105°C / 40°C	105°C / 40°C	105°C / 40°C

Standard Equipment

Engine

- ▶ Radiator Cooled Unit Mounted (55°C)
- ▶ Blower Fan & Fan Drive
- ▶ Starter & Alternator
- ▶ Oil Pump & Filter
- ▶ Oil Drain Extension w/Valve
- ▶ Governor - Electronic Isochronous
- ▶ 24V Battery System & Cables
- ▶ Air Cleaner (Dry Single Stage)
- ▶ Flexible Fuel Connector
- ▶ EPA Certified Tier 4 Final

Listing Certifications

- ▶ UL 2200 Listed
- ▶ cUL Listed
- ▶ CSA Certified
- ▶ Seismic Certified to IBC 2012

Generator

- ▶ Brushless Single Bearing
- ▶ Automatic Voltage Regulator
- ▶ ± 1% Voltage Regulation
- ▶ 4 Pole, Rotating Field
- ▶ 105°C Standby Temperature Rise
- ▶ 105°C Prime Temperature Rise
- ▶ 100% of Rated Load - One Step
- ▶ 5% Maximum Harmonic Content
- ▶ NEMA MG 1, IEEE and ANSI Standards Compliance for Temperature Rise

Additional

- ▶ Microprocessor Based Digital Control
- ▶ Interface Connection Box
- ▶ Control Panel Mounted in NEMA 12 Enclosure
- ▶ Base - Formed Steel
- ▶ Main Line Circuit Breaker Mounted & Wired
- ▶ SCR Catalyst / Silencer Mounted
- ▶ Battery Charger 24V 5 Amp
- ▶ Jacket Water Heater -20°F 2500W 240V w/Isolation Valves
- ▶ Vibration Isolation Mounts
- ▶ Radiator Duct Flange (OPU Only)
- ▶ Single Source Supplier
- ▶ 2YR / 2000HR Standby Warranty
- ▶ 1YR / 1500HR Prime Warranty
- ▶ Standard Colors - White / Tan / Gray

Diesel Product Line

150 kWe / 150 kWe

BLUE STAR
Power Systems Inc.

Application Data

Engine

Manufacturer:	Volvo Penta	Displacement - Cu. In. (lit):	470 (7.70)
Model:	TAD871VE	Bore - in. (cm) x Stroke - in. (cm):	4.33(11.0) x 5.31 (13.5)
Type:	4-Cycle	Compression Ratio:	17.5:1
Aspiration:	Turbo Charged, CAC	Rated RPM:	1800
Cylinder Arrangement:	6 Cylinder Inline	Max HP Stby (kWm):	252 (185)

Exhaust System

	Standby	Prime
Gas Temp. (Stack): °F (°C)	709 (376)	709 (376)
Gas Volume at Stack Temp: CFM (m³/min)	886 (25.1)	886 (25.1)
Maximum Allowable Exhaust Restriction (Post SCR Cat.): in. H ₂ O (kPa)	32.0 (8.00)	32.0 (8.00)

Cooling System

Ambient Capacity of Radiator: °F (°C)	131 (55.0)	131 (55.0)
Maximum Allowable Static Pressure on Rad. Exhaust: in. H ₂ O (kPa)	0.50 (0.12)	0.50 (0.12)
Water Pump Flow Rate: GPM (lit/min)	123 (465)	123 (465)
Heat Rejection to Coolant: BTUM (kW)	7,285 (128)	7,285 (128)
Heat Rejection to CAC: BTUM (kW)	1,666 (29.3)	1,666 (29.3)
Heat Radiated to Ambient: BTUM (kW)	2,135 (37.4)	2,135 (37.4)

Air Requirements

Aspirating: CFM (m³/min)	445 (12.6)	445 (12.6)
Air Flow Required for Rad. Cooled Unit: CFM (m³/min)	16,961 (480)	16,961 (480)
Air Flow Required for Heat Exchanger/Rem. Rad. CFM (m³/min)	Consult Factory For Remote Cooled Applications	

Fuel Consumption

At 100% of Power Rating: gal/hr (lit/hr)	11.5 (43.5)	11.5 (43.5)
At 75% of Power Rating: gal/hr (lit/hr)	9.62 (36.4)	9.62 (36.4)
At 50% of Power Rating: gal/hr (lit/hr)	6.81 (25.8)	6.81 (25.8)
DEF Consumption (% of fuel consumption)	± 6.00%	± 6.00%

Fluids Capacity

Total Oil System: gal (lit)	7.13 (27.0)	7.13 (27.0)
Engine Jacket Water Capacity: gal (lit)	4.50 (17.0)	4.50 (17.0)
System Coolant Capacity: gal (lit)	11.6 (43.9)	11.6 (43.9)
DEF Tank Capacity: gal (lit)	18.5 (70.0)	18.5 (70.0)

Deration Factors

Rated Power is available up to 4,921 Ft (1500m) at ambient temperatures to 122°F (50°C) standby and prime. Consult factory for site conditions above these parameters.

VD150-02FT4

Diesel Product Line

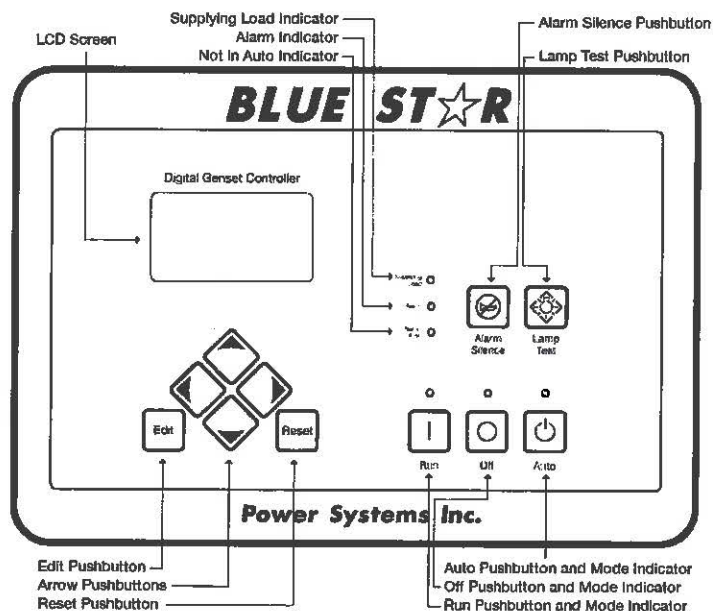
150 kWe / 150 kWe

BLUE STAR
Power Systems Inc.

DGC-2020 Control Panel

Standard Features

- ▶ Digital Metering
- ▶ Engine Parameters
- ▶ Generator Protection Functions
- ▶ Engine Protection
- ▶ CAN Bus ECU Communications
- ▶ Windows-Based Software
- ▶ Multilingual Capability
- ▶ Remote Communications to RDP-110 Remote Annunciator
- ▶ 16 Programmable Contact Inputs
- ▶ Up to 15 Contact Outputs (7 standard)
- ▶ UL Recognized, CSA Certified, CE Approved
- ▶ Event Recording
- ▶ IP 54 Front Panel Rating with Integrated Gasket
- ▶ NFPA 110 Level 1 Compatible

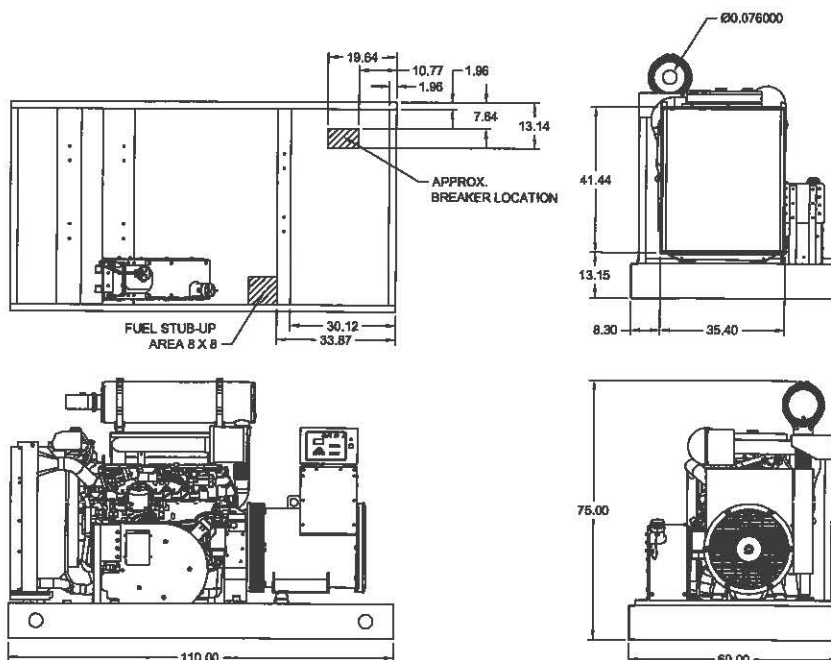


Weights / Dimensions / Sound Data

	L x W x H	Weight lbs
OPU	110 x 60 x 75 in	4,525
Level 1	134 x 60 x 82 in	5,450
Level 2	134 x 60 x 82 in	5,500
Level 3	174 x 60 x 82 in	5,775

Please allow 6-12 inches for height of exhaust stack.

	No Load	Full Load
OPU	79 dBA	82 dBA
Level 1	75 dBA	78 dBA
Level 2	71 dBA	74 dBA
Level 3	67 dBA	69 dBA



Drawings based on standard open power 480 volt standby generator. Lengths may vary with other voltages. Subject to change without notice.
Sound data as measured at 23 feet (7 meters) in accordance with ISO 8528-10 at standby rating.

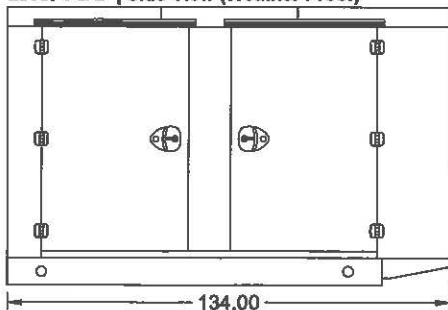
Diesel Product Line

150 kWe / 150 kWe

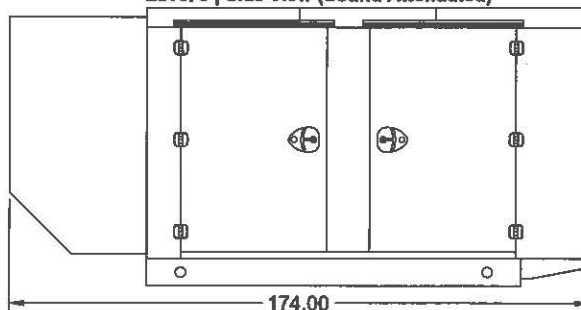
BLUE STAR
Power Systems Inc.

Enclosures

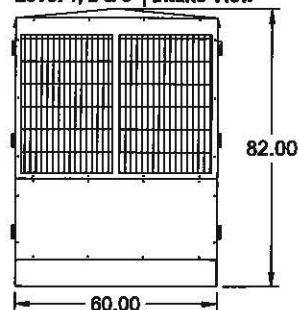
Level 1 & 2 | Side View (Weather Proof)



Level 3 | Side View (Sound Attenuated)



Level 1, 2 & 3 | Intake View



All enclosures are 150 MPH Wind Rated.

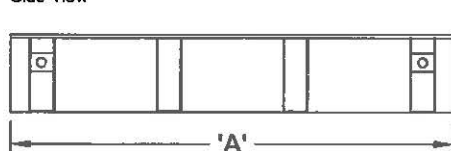
Level 2 & 3 enclosures include sound attenuation foam.

Level 3 enclosure includes frontal sound & exhaust hood.

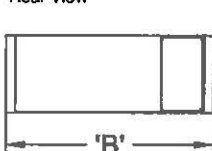
*Enclosure height does not include exhaust stack.

Double Wall UL 142 Listed Fuel Tanks

Side View



Rear View



	24 Hour 375 Gallon	48 Hour 750 Gallon	72 Hour 1125 Gallon
A	110.00	120.00	168.00
B	60.00	60.00	60.00
C	22.00	36.00	36.00

All specification sheet dimensions are represented in inches.

All enclosures and fuel tanks are based on the standard standby unit configuration. Any deviation can change dimensions.

Materials and specifications subject to change without notice.

American Owned



American Made

Distributed By:

Blue Star Power Systems, Inc.

52146 Ember Road

Lake Crystal, Minnesota 56055

Phone + 1 507 726 2508

bluestarps.com

quote.bluestarps.com

sales@bluestarps.com

Engine Generator Set Two (2) Year 2000 Hour Standby Limited Warranty



Your Blue Star Power Systems Inc. product has been designed and manufactured with care by people with many years of experience. Blue Star Power Systems Inc. warrants to its Buyer that the product is free from defects in materials and/or workmanship for the period of time outlined below. If the product should prove defective within the time period outlined below, it will be repaired, adjusted or replaced at the option of Blue Star Power Systems Inc., provided that the product, upon inspection by Blue Star Power Systems Inc., has been properly installed, maintained and operated in accordance with Blue Star Power Systems Inc.'s Installation and Operating Manuals. This limited warranty is not valid or enforceable unless: (1) all supporting maintenance records are kept on file with the end user and made available upon request from factory, and (2) the generator set is routinely exercised in accordance with operating instructions. This warranty does not apply to malfunctions caused by physical damage, misuse, improper installation, repair or service by unauthorized persons, or normal wear and tear. The warranty is not assignable.

Blue Star Power Systems Inc. product warranty period: Engine generator set: Parts and Labor for two (2) years from the date of factory invoice or 2000 hours (whichever occurs first). Accessories (installed on the engine generator set or shipped loose): Parts and Labor for one (1) year from the date of factory invoice or 2000 hours (whichever occurs first). Transfer Switches: If purchased with a generator set (same order number): Parts and Labor for two (2) years from the date of factory invoice or 2000 hours (whichever occurs first).

The start of the warranty period can be adjusted to the date of unit start-up (limited to 180 days from invoice date) provided that the following information is provided to Blue Star Power Systems Inc. at the time of start-up. The warranty will not be effective unless a copy of the Blue Star Power Systems Inc. start-up validation checklist is properly and completely filled out and returned to Blue Star Power Systems Inc. within 30 days of start-up. Additionally, the engine manufacturer's engine registration form must be completed and returned to the engine manufacturer as stated in the instructions with the registration form.

To obtain warranty service: Contact your nearest Blue Star Power Systems Inc. Service Representative. For assistance in locating your nearest authorized service representative, contact Blue Star Power Systems Inc., Attention: Service Department (see contact information below).

Warranty service may be performed by authorized Blue Star Power Systems Inc. service providers only. Service work performed by unauthorized persons will void all warranties.

Blue Star Power Systems Inc. shall not be liable for any claim in amount greater than the purchase price of the product. In no event shall Blue Star Power Systems Inc. be held liable for any special, indirect, consequential or liquidated damages.

Blue Star Power Systems Inc. shall not be liable for any claim that requires replacement of engine, part, or component of the gen-set that is no longer manufactured or available. Additionally, Blue Star Power Systems Inc. will not be liable for any engine replacement that may require emissions tier level change.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE DESCRIBED HEREIN. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

The following items and/or circumstances are excluded from this limited warranty:

- ▶ Engine starting batteries: The battery manufacturers' warranty applies. Consult your local battery supplier for warranty service.
- ▶ Fuel system and/or governing system adjustments performed during or after start-up.
- ▶ Normal maintenance items: Consumable items such as belts, filters and hoses.
- ▶ Adjustments and tune-ups performed during start-up or thereafter.
- ▶ Loose connections (electrical and mechanical) not found during start-up.
- ▶ Equipment modifications made without the written consent of Blue Star Power Systems Inc. will void all warranties.
- ▶ Shipping damage of any type. All equipment is shipped F.O.B. factory and risk of loss transfers to the carrier once loaded for shipment. It is the responsibility of the receiving party to sign for the receipt of, and note any shipping damage to the equipment. Freight damage claim filing is the responsibility of the receiving party. In the rare event that damage occurs during shipment, Blue Star Power Systems Inc. will not warrant any damage to the unit resulting from shrink wrap.
- ▶ Any special access fees, requirements or after hours scheduling to gain access to the equipment for warranty service purposes.
- ▶ Buyer requested rental generators used while warranty work is being performed.
- ▶ Damages caused by acts of nature, such as lightning, wind, flood, or earthquake.
- ▶ Any damage due to situations beyond the control of the manufacturing and/or workmanship of the product.
- ▶ Use of non-protected steel enclosure within 10 miles of the coast.
- ▶ Improper installation or operation as outlined in the Installation and Operation Manuals.
- ▶ Misapplication of the equipment such as usage outside the original design parameters as stated on the nameplate of the equipment.
- ▶ Equipment purchased at the standby rating that is being used in a prime power application(s).
- ▶ Diesel engine "Wet Stacking" due to lightly loaded diesel engines.
- ▶ All travel labor and mileage on portable equipment must be approved before any work is performed.

Terms of warranty shall be deemed made and executed in Lake Crystal, Blue Earth County, Minnesota. Venue for all legal proceedings shall be in Blue Earth County, Minnesota.

Attachment: Leete Bid Submittal (1542 : APPROVE PURCHASE OF 150KW TRAILER-MOUNTED PORTABLE DIESEL GENERATOR)



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

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

AUTHORIZATION TO ENTER INTO CONTRACT WITH LDV FOR THE PURCHASE OF A GRANT FUNDED PUBLIC SAFETY COMMAND VEHICLE

RECOMMENDATION(S)

Authorize City Manager to execute all necessary contract(s)/agreement(s) with LDV for the purchase of a Public Safety Command Vehicle through reimbursable grant funds.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Fiscal Responsibility

2017 Strategic Priorities

Regional Initiatives

REPORT NARRATIVE:

The requested action before Council is to authorize the City Manager to enter into a contract with LDV for the purchase of a Public Safety Command Vehicle (PSCV). LDV is the sole source vendor, selected to construct and equip the PSCV for an amount not to exceed \$699,186.

In February 2016 and 2017, Morgan Hill Police Department applied for and received two grants from California Office of Emergency Services (Cal OES)/Governor's Office of Emergency Services Homeland Security Grant Program (SHSGP):

1. FY16 grant award in the amount of \$480,132; and
2. FY17 grant award in the amount of \$219,054.

The award total for the Morgan Hill Police Department was \$699,186 to purchase and equip a PSCV.

The SHSGP federal funding has been released to the County of Santa Clara. The performance period of the FY 2016 SHSGP grant is September 1, 2016 – May 31, 2019 and the FY 2017 SHSGP grant is September 1, 2017—May 31, 2020. The following is a timeline of the grant process.

December 2017	City Manager sign MOU for 2016 and 2017 SHSGP grants
January 2018	Council Approval for City Manager to execute agreements
February	Federal Procurements Approved (MOUs and Sole Source)
March	Enter Purchase Agreement/Contract with LDV
April	Finalize Buildout Specs and select Computer/Radio Equipment
May - October	Construction of PSCV

December	Delivery of Command Vehicle
January 2019	Payment not to exceed \$699,186
February	Grant Reimbursement for Payment

The PSCV's initial specifications are provided as Attachment 1. These initial specifications are subject to change during the design and build-out process and do not include dispatch stations or communications equipment.

Updates to Prior Council Report

The "sole source" purchase was explained in the last Council Report on May 3, 2017 that the Police Department desired to purchase the PSCV through LDV because they were awarded a government contract bid. However, CalOES rejected that proposal because it was seen as a "piggy back" purchase, not a "sole source" purchase. Staff worked closely with the Office of Emergency Services at the State and County levels and has since been granted approval for the "sole source" purchase because LDV is the only ISO 1901:2008* certified company that offers Intel-I-Touch multiplex vehicle automation technology. The system is incorporated into touchscreens and is custom programmed to monitor and control onboard systems.

The prior estimated cost for constructing a metal shelter/storage located on concrete pad at the Police Department to extend the life of the PSCV, was \$20,000. The new estimate has doubled due to increased construction and material costs and is approximately \$40,000. This cost will be shared with the City of Gilroy, therefore the potential General Fund impact for FY 18-19 is a one-time expense of \$20,000. The City of Gilroy has executed a Letter of Intent to share these costs with the City of Morgan Hill.

Ongoing Costs

Ongoing maintenance for the PSCV is estimated to be \$8,715 per year. The ongoing maintenance includes: monthly subscriptions (data, cellular, and satellite services) and vehicle and equipment maintenance. The City of Gilroy and the City of Morgan Hill have agreed to share the costs of the ongoing maintenance. The Police Department will include these costs, estimated to be \$4,358, as part of its FY2018-2020 budget request.

ALTERNATIVE ACTIONS:

1. Council can approve entry into contract with LDV and require alternative funding for storage shelter.
2. Council can deny entry into the LDV contract.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Council previously accepted both State Homeland Security Grants, approved the sole source purchasing process, and directed staff to return with a recommendation to enter into contract for the purchase of the PSCV.

FISCAL AND RESOURCE IMPACT:

The purchase price of the Public Safety Command Vehicle is estimated to be \$522,929 plus, furniture, fixtures, and equipment for a total of \$699,186.

The City is required to make the initial purchase of the PSCV prior to reimbursement from the SHSGP grant which is anticipated to take approximately 45 days from purchase. Payment to LDV must be made within 30 days of delivery/acceptance of the command vehicle. This means that the City will need to advance \$699,186 from the General Fund for payment in full to LDV for approximately 15 days prior to being reimbursed. With the grant, the full cost of the PSCV would be covered. If approved by the City Council, the grant revenue, advance from General Fund, and all future expenditures would be appropriated in the FY2018-2020 two-year budget process at the time of approval. The County of Santa Clara has received the Federal funding for FY 2016 and 2017 SHSGP grants mitigating concerns that the Federal government will revoke the grant.

CEQA (California Environmental Quality Act):

Not a Project: The purchase of a Mobile Command Vehicle will not result in a change to the physical environment.

LINKS/ATTACHMENTS:

1. Public Safety Command Vehicle Contract
2. May 3, 2017 Public Safety Command Vehicle Staff Report (web link)



LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

**Morgan Hill PD (CA)
MOBILE COMMAND CENTER**

LDV PROJECT #S36MCC-10

**December 13, 2017
with performance bond**

Attachment: Public Safety Command Vehicle Contract (1569 : PSCV v2)



LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

GSA PRICING PAGE:

Total commercial price as specified, FOB origin	\$	555,646.00
GSA 1 unit discounted price as specified with IFF	\$	519,529.00
Delivery to Morgan Hill (CA)	\$	3,400.00
Total	\$	522,929.00

Delivery terms: Ask your Sales Representative

GSA pricing is not in effect until models are approved for the LDV schedule. Please consult a Sales Specialist before submitting an order to purchase.

Payment Terms: Net 30

Quote is firm for 30 days from specification date

Quoted price does not include any applicable FET, federal, state or local tax unless specified

Attachment: Public Safety Command Vehicle Contract (1569 : PSCV v2)



PROPOSAL
Morgan Hill PD (CA)

LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

Item	Qty	
1.00		<u>CHASSIS/BODY DIMENSIONS:</u>
1.01		• Wheelbase of chassis: 250" • Overall length of apparatus, including rear step: 425" • Overall apparatus width, rub rail to rub rail: 96" • Rear step height from ground (loaded): 24"* • Overall height of apparatus (loaded): 144"* • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 312" • Interior raw body width: 93" • Interior finished body width: 85.5" * Estimated measurement dependent on chassis components, axles, tires, frame, suspension, and roof-mounted equipment.
2.00		<u>CHASSIS:</u>
2.01	1	• Freightliner MT-55 forward control chassis. 26,000-lb. GVWR with air ride rear suspension and hydraulic brakes. <u>ENGINE:</u> • Cummins ISB 6.7-260 260 HP@2300 RPM <u>ENGINE EQUIPMENT:</u> • 2008 Carb emission certification - clean idle • 12V 200 AMP 28-SI Quadramount pad alternator • (2) model 1131, group 31, 12 volt maintenance free 1900 CCA threaded stud batteries • 18.7 CFM air compressor with internal safety valve • GVG, Fire and emergency service vehicles engine warning • Exhaust brake integral with variable geometry turbo with ON/OFF dash switch • Engine aftertreatment device, automatic over the road active regeneration and dash mounted single regeneration request/inhibit switch • 10 Gallon DEF tank RH frame MTD • LH horizontal tailpipe, exit forward of rear tires • Antifreeze to -34f, ethylene glycol pre-mixed 50/50 coolant • Gates blue stripe coolant hoses or equivalent • 1000 watt/115 volt block heater
		<u>TRANSMISSION:</u> • Allison 2200 EVS automatic transmission with park pawl with PTO provision <u>FRONT AXLE AND EQUIPMENT:</u> • 10,000# Drop single front axle • Front oil seals • Synthetic 75w-90 front axle lube • TRW TAS-65 power steering <u>FRONT SUSPENSION:</u> • 10,000# taperleaf front suspension • Front stabilizer bar • Front shock absorbers

Attachment: Public Safety Command Vehicle Contract (1569 : PSCV v2)



PROPOSAL
Morgan Hill PD (CA)

LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

Item	Qty	
		<u>REAR AXLE AND EQUIPMENT:</u> • 17,500# Single rear axle • Rear oil seals • 5.13 Rear axle ratio • Synthetic 75w-90 rear axle lube <u>REAR SUSPENSION:</u> • 18,000# Airliner rear suspension • Manual dump valve for air suspension with indicator light, without gauge • Dual instant response rear suspension leveling valves • Rear swaybar • Rear shock absorbers <u>BRAKE SYSTEM:</u> • Bosch hydraulic brake package • Wabco hydraulic 4S/4M without traction control
		<u>FRAME:</u> • 5/16"X2.81"X9-1/8" steel frame <u>CHASSIS EQUIPMENT:</u> • Three-piece 14" chromed steel bumper with collapsible ends <u>FUEL TANKS:</u> • 60 gal / 227 liter rectangular steel fuel tank - between rails • <i>Length of auxiliary pickup tubes (generators, furnaces etc.) shall prevent these devices from using more than 75% of vehicle's fuel tank capacity</i> <u>TIRES:</u> • Michelin XZE 255/70R22.5 16 PLY Radial front tires • Michelin XDE XD2 255/70R22.5 16 PLY Radial rear tires <u>WHEELS:</u> • Accuride 50487 ACCU-LITE 22.5x8.25 10-hub pilot 5-hand steel disc front wheels • Accuride 50487 ACCU-LITE 22.5x8.25 10-hub pilot 5-hand steel disc rear wheels <u>CAB EXTERIOR:</u> • Hood mounted chromed plastic grille • Dual electric horns

Attachment: Public Safety Command Vehicle Contract (1569 : PSCV v2)



PROPOSAL

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Item	Qty	
		<u>CAB INTERIOR:</u> • Compact air conditioner compressor • Auto self-reset circuit breakers and fuses • TRW tilt/3.00" telescopic steering column with foot actuated pedal <u>INSTRUMENTS & CONTROLS:</u> • Green gauge backlighting • Driver message center W/LCD Display, 24 warning lamps, data linked, AMI • Electronic MPH Speedometer with secondary kph scale, without odometer • Electronic 3500 RPM Tachometer • Single air pressure gauge for hydraulic brakes with air provision • Electric engine oil pressure gauge w/warning lamp and alarm • Electric engine coolant Temp gauge w/warning lamp and alarm • Digital voltage display integral with driver display • Elec fuel gauge & low fuel IND lamp • Automatic transmission oil temp gauge w/warning lamp • Engine hour meter, integral to message center LCD • Intake mounted air restriction indicator with graduations • 97 Db Backup alarm • Cruise control switches • Programmable RPM Ctrl w/low voltage auto high idle & RPM Ctrl switches • Wagner 7212 turn signal flasher <i>Note: Chassis specifications are from Freightliner Custom Chassis and are subject to change without notice.</i>
2.02		<u>CHASSIS WARRANTY:</u> • Three (3)-year/50,000 mile <i>Freightliner</i> MT-55 chassis warranty. • Two (2)-year/unlimited miles <i>Cummins</i> engine warranty. • Five (5)-year/unlimited miles <i>Allison EVS</i> transmission warranty.
2.03	1	DOT triangle reflector kit with three (3) triangles.
2.04	1	Stainless steel wheel liners with braided stainless steel valve stem extenders.
2.05	1	Route horizontal exhaust to street side.
3.00		<u>BODY:</u>
3.01	1	• Load space area shall be 83" high x 93" wide x 26' long all aluminum step van body.
		• Driver sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Passenger sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Sedan doors shall have a 0.125" aluminum tread plate step well for 18" skirt depth. • Sedan doors shall have black non-skid tape on all door entry sills. • Sedan doors shall have polished aluminum Tri-mark flush mounted locking hardware with self-aligning rotary latch and matching key locks. Outside door handles not to exceed 50" from ground.

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Item	Qty	
		• Aluminum alloy double H wall beam, 6005-T5 alloy, 3" x 3" wide at the base, 1.5" wide at the top, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams shall be chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture.
		• NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125" extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12" Tread plate seams to be continuous welded. Perimeter of roof shall be chemically sealed. • Lift-up molded fiberglass hood with chrome grill insert. Hood shall have integrated headlamps and turn signal indicators and dual assist gas charged lift shocks. The use of mechanical assist springs is not acceptable. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • Bright polished front bumper.
		• Tinted safety plate glass windshield with driver and passenger sun visors. • Full width 12" deep heavy-duty aluminum rear bumper with center step, painted to match the body. • Integral cab air conditioning and heating system with dash controls. • Velvac heated remote control rear view mirrors with dash controls. Upper mirror has 62-sq.in. of flat surface and lower mirror has 30-sq.in. of convex surface. Mirror has a fold-away arm. • Driver seat shall be <i>Seats Inc.</i> Magnum 200 mechanical suspension seat on fixed pedestal. Seat shall be covered in black cloth and have arm rests, lumbar support, tilt back and 3-point seat belt. • Passenger seat shall be black jump seat with 2-point seat belt. • Intermittent windshield wiper/washer with single heavy-duty windshield wiper motor.

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Item	Qty	
		• Custom front wheel cutouts for tires. • Rear frame-mounted tow eyes extending past body. • Aluminum engine box cover with acoustical and thermal insulation. Black molded ABS composite engine box over-lay. • Acoustical and thermal insulation with heat shield on exterior fire-wall. • Full length skirting. Skirt shall extend 18" down from the bottom of floor extrusions. • Dash shall be vacuum formed ABS composite with integrated control pod located left of dash. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards. <i>Note:</i> Specifications are from body manufacturer and are subject to change without notice.
3.02	1	32" wide x 82" high 0.125" aluminum sedan door with 21.5" wide x 25.5" high fixed window and mini-blind. Door shall have continuous stainless steel piano hinge, two (2) nylon door straps and an aluminum drip rail. Located as shown on drawing.
3.03	3	Heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at exterior entry door location.
3.04	1	Heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed inside entry door.
3.05	3	Automatic LED courtesy light at side entry door.
3.06	1	Courtesy light defeat switch on dash.
3.07	2	<i>Kwikkee Series 39 (or current model) automatic electric steel entry step with NFPA 1901 approved embossed aluminum tread plate step cover. Product features:</i> • 23.75" wide tread • Door switch extends step when door is opened, retracts step when door is closed • Power switch locks step in extended position • Ignition override retracts step when ignition is turned on • "Last out" feature extends step when the door is opened
3.08	1	Entire underside of the apparatus shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
3.09	1	Rear mud flaps with anti-sail brackets.
4.00		LDV SLIDE-OUT:
4.01	1	Flat floor slide-out room extension 132" fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position. Features: • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension of 26". • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body.

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Item	Qty	
4.02	1	Flat floor slide-out room extension 72" fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position. Features: • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension of 26". • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body.
4.03		Ignition Interlock to prevent vehicle from starting when any of the external extension devices are deployed.
5.00		<u>PAINT AND GRAPHICS:</u>
5.01		Body base color shall be White.
5.02	1	4-inch wide reflective stripe on the exterior back and sides of the vehicle, placed up to 48" above ground level (color ~ to be determined).
5.03	1	Custom computer-generated non-reflective vinyl graphics per customer specifications. Includes up to seventy 8"-10" letters and up to forty-five 3"-6" letters. All lettering shall be shaded or outlined (colors/style ~ to be determined). <i>Note:</i> Graphics package does not include production of custom shields and/or seals.
6.00		<u>INDEPENDENCE ONYX INTERIOR:</u> • Wall Covering: #66 Silver Smooth FRP • Ceiling Fabric: A97 Silver Haze • Floor Covering: #150 Onyx PVC Flooring • Office Chairs: Black • Vinyl Coverings: Whisper gray with Whisper black • Cabinets: #EBT-2-2002 Black Powder Coated Aluminum available in other colors (refer to Cabinet Section for material detail) • Counters and Tables: Carbon EV Laminate (refer to Cabinet Section for material detail) <i>Note:</i> Manufacturer reserves the right to substitute equivalent materials.
7.00		<u>DRIVER/PASSENGER CAB AREA:</u>
7.01		• Cover cab doors with aluminum powder coated black panels. • 10" high 0.100" bright aluminum tread plate kick plate at bottom of doors. • Heavy-duty rubber grab handle on each door. • Panels covered with vinyl or fabric above driver and passenger doors. • Vehicle height sign on dash. • Insulated black rubber mat in driver and passenger toe plate area. Insulate walls in toe plate area and install carpeted panels. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
7.02	1	Work area on passenger side to be constructed of 5/8" plywood, exposure 1-APA, 6 ply, covered to match rear counter-tops and trimmed with vinyl T-molding.
7.03	1	Control panels for 120Vac and 12Vdc systems shall be located in the overhead console. The entire console shall be constructed of 3/4" plywood. The face shall be finished with black laminate and the bottom shall be covered with vinyl.
7.04	1	Red LED/Clear incandescent dome light with 3-position switch, red/off/white.

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Item	Qty	
7.05	1	JVC Arsenal KD-R875BTS (or current model) MOSFET 22-watt RMS/50 peak x 4 channels, CD/MP3, AAC, WMA, WAV, and FLAC Receiver with 13-band graphic equalizer with 8 EQ presets, built-in Bluetooth for hands-free calling and audio streaming. • one (1) pair of Pioneer TS-A6971R (or current model) 6" x 9" three-way speakers.
7.06	2	ABS cup holder in front shelf.
7.07	1	Zone Defense color three (3) camera system with 7" LCD flat panel monitor. System includes left, right, and rear vision day-night cameras
7.08	1	Blackout curtains for all cab area windows. Curtain specs: • Black woven fabric made of pigmented and acrylic top coated 45% polyester / 55% cotton fabric • Tensile Strength: 283 lbs. x 214 lbs. • Manufacturer's 5-year limited warranty • Seams shall be double stitch/single fold with 1" sewn-in hook-and-loop or nickel plated fasteners • Meets California State Fire Marshall requirements for flame retardancy - Title 19, CPAI-84 (Section 6), and FMVSS-302
8.00		<u>WALLS, CEILING AND FLOOR:</u>
8.01		Insulate walls with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior body side posts with 1/2" plywood sub wall, structural plywood sub wall, Exposure 1-APA, 5 ply, face veneer plugged and sanded. Meets California Air Resources Board (CARB) phase 2 requirements.
8.02		Cover sub wall with smooth finish <i>Kemlite</i> 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
8.03		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior roof beams with three (3) piece modular panel ceiling. Panels to be made with 1/2" structural plywood, Exposure 1-APA, 5 ply, face veneer plugged and sanded. Meets California Air Resources Board (CARB) phase 2 requirements. Modular ceiling panels to be covered with Silver Haze Fabric.
8.04		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, Exposure 1-APA, 6 ply, face veneer plugged and sanded. Meets California Air Resources Board (CARB) phase 2 requirements.
8.05		<i>Lonseal</i> Loncoin II Flecks 150 Onyx non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams..
8.06		2-1/2" vinyl cove molding as required (mop board).
8.07	2	30" FRP covered pocket door installed on heavy-duty aluminum track with two (2) four-wheel roller trucks. Pocket door shall have recessed handles and a key lock.
8.08		All bulkheads shall be covered with <i>Kemlite</i> 0.075" FRP.
8.09	1	Cover load space door with black powder coated aluminum panel, install 10" high 0.100" bright aluminum tread plate kick plate at bottom of door and heavy-duty rubber grab handle.
8.10	1	36" wide x 24" high flush mount deep-tint egress window, located as shown on drawing. Window features: • Black baked aluminum frame construction • Unique Flush Mount frame offers automotive style frameless appearance • Hidden water drainage system • Windows have 2.5" radius comers (3.25" on Egress models) • Glass is tempered with 31% light transmission • All glazing materials are DOT approved • 2-piece clamp ring installation allows for easy replacement in the event of breakage
	⇒	MFG Note: Located on rear wall

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Item	Qty	
8.11	2	12" X 22" Flush mount deep-tint fixed window installed on side walls in front slide out room with day/night shades.
8.12	4	Day/Night pleated shade.
9.00		<u>GALLEY AND LAVATORY:</u>
9.01	1	Hand pump galley water system. Includes: • Stainless steel sink, 10" x 14" x 5" deep. • Self priming hand pump faucet. • Five-gallon fresh water tank installed in cabinet below sink. • Five-gallon gray water tank installed in cabinet below sink
9.02	1	Magic Chef 1.1 Cu. Ft microwave. • Black • 1000 watts
9.03	1	Keurig Coffee maker K45 B40 (or current model). Located in the galley.
9.04	1	Norcold model NR751 Black 12/24 VDC/120VAC refrigerator with the following features: • 2.7 cu. ft. capacity. • Freezer shelf for ice cube tray. • Two door bins; lower bin holds 2-liter containers. • Integrated door latch.
9.05	1	Wastebasket w/hold-down bracket.
9.06	1	Bobrick B-262 (or current model) satin-finish stainless steel paper towel holder.
10.00		<u>SEATING:</u>
10.01	7	Space Air Grid office chair 5560 black (or current model) with armrests, five caster spider base, and adjustable height. Install strap under counter or wall bracket, to secure chair for travel.
10.02		Fabricate and install fixed bench seating with removable cushions as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl.
10.03		Fabricate and install flip-down bench seating as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. Bottom seat cushion will be installed on Zico Quic-Seat® fold down spring loaded seat brackets.
10.04		<u>BENCH SEAT REQUIREMENTS:</u> • Foam for seat backs and bottoms shall be firm density • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Stapling of fabric/vinyl to backer with industrial grade upholstery staples.
11.00		<u>CABINETS:</u>

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Item	Qty	
11.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up on a full-length aluminum hinge, and are held open with a locking door stay. • Overhead cabinets to have one adjustable shelf per door (24" high and taller cabinets only) - locked in place to the selected height. Shelves are formed from a single sheet of 0.064" mill finish aluminum, with 1 1/8" hemmed edges.
11.02	3	Dry erase writing surface on overhead cabinet door.
11.03	3	Gas shock lift supports on overhead cabinet door.
11.04	3	LED strip light under overhead cabinet, #16070056 (or current model) installed with rocker switch LDV 15130175 (or current model).
11.05		Countertops shall be covered in 0.040" <i>Wilsonart</i> laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
11.06		Conference table covered in 0.040" <i>Wilsonart</i> laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
11.07		Powder coated 0.125" aluminum conference table base with radius end caps.
11.08		Closet shelves shall be infinitely adjustable using mini B-line track and hardware.
11.09	3	Aluminum box pan shelf with 2" lip, located as shown on drawing.
11.10		Magnetic white dry erase board framed in aluminum with pin board top strip.
11.11	6	Computer cable pass-thru grommet in counter or conference table.
12.00		HVAC SYSTEM:
12.01	1	<i>Fan-tastic Vent</i> model 1250 (or current model) 3-speed reversible 12" power roof ventilator.
12.02	1	<i>Fan-tastic</i> Ultrabreeze vent cover, Color ~ White.
12.03	3	Ducted Coleman Polar Mach 8 series low profile air conditioner with thermostat. Includes: • High Capacity Air Duct manufactured from polystyrene foam laminated with 99% pure polished aluminum inside and out, internally mounted in ceiling • 9223-C876 13,500 nominal BTU air conditioner with condensate pump. • 8330C635 Chill Grille Assembly with 5,600 BTU heat strip • 22120010 Louvered Ceiling Vents, as required
12.04	2	<i>Broan</i> model 174 wall mount 5,120 Btu/hr electric heaters. Located as shown on drawing.
13.00		120/240VAC ELECTRICAL SYSTEM:
13.01	1	<i>Wrico</i> Platinum 25-kW 120/240Vac Low Boy liquid-cooled diesel generator installed in a custom fabricated compartment. Generator features: • Kubota T4i water cooled diesel engine • Radiator cooled, remote mounted for lower compartment height • 4 pole rotating field alternator with 300% short circuit capability
13.02	1	Generator exhaust routed to roof.
13.03	1	ACData AC2060 Whole House Surge Suppressors protection for entire AC power system, # 17120018 (or current model). Product features: • UL US listed: UL1449 3rd Edition • NEMA 4 plastic enclosure: 5.14"(H) x 4.00"(W) x 2.45"(D) • LED Visual verification of status

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Item	Qty	
13.04	1	A multiplex controlled power and data electronics system must be incorporated into a common touch screen with the ability to distribute and control strategic on board systems. It also simultaneously allows distribution of the information to multiple onboard control/monitoring stations. This system is required as it simplifies start up procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and has error detection protocols and troubleshooting features
		Multiplex system features: • Two (2), 10" LCD touch screens with custom graphics for control and monitoring at separate control stations • Touch pads with custom graphics for local control • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring • Manual or automatic generator control • HVAC and temperature control. • Lighting control Day/Night mode • Automatic power transfer switches • Automated startup and shutdown procedures • Seamless control of generators, lighting, awnings and additional devices • Mast control • Safety interlocks
13.05	1	Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord.
13.06	1	Marinco 100A-125/250Vac waterproof shore power inlet, 25-ft. 100A-125/250Vac shore power cord and 6-ft. 100A-125/250Vac pigtail.
13.07	5	Specification grade 20A-125VAC duplex outlet, with duplex USB charger 3.1a 124VAC receptacle. Receptacle is not dedicated to any installed equipment.
13.08	10	Specification grade 20A-125Vac duplex receptacle. Receptacle is not dedicated to any installed equipment.
13.09	1	Specification grade 20A-125Vac GFCI duplex receptacle. Receptacle is not dedicated to any installed equipment.
		Locations:
		• One (1) in Galley Area
13.10	4	Specification grade 20A-125Vac exterior GFCI duplex receptacle with weatherproof PVC cover. GFCI receptacles will be wired in pairs to 20A circuit breakers located in the 120Vac electrical load distribution center. Receptacle is not dedicated to any installed equipment.
13.11		Wire chase wire management raceway system located as shown on drawing. Product features: • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy. • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. The cover retention is 45 lbs. straight pull for one minute. • UL Listed multi-outlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and cUL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements

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Item	Qty	
13.12		<u>120/240VAC WIRING REQUIREMENTS:</u> • All 120/240Vac main wiring shall be stranded THHN wire and run in non-metallic <i>Carlon</i> Carflex liquid tight conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
14.00		<u>12VDC ELECTRICAL SYSTEM:</u>
14.01		• Four (4) 6Vdc Absorbed Glass Mat (AGM) batteries. Batteries shall be installed underbody in slide out weather resistant compartment. Two (2) batteries will be separated for auxiliary equipment and two (2) batteries will be for communications equipment if required.
		• Two (2) electronic converter/chargers, 80 amp minimum output each installed underbody in weather resistant climate controlled. Compartment to draw ambient air from interior of truck and will have thermostatically controlled exhaust fan to circulate warm air to exterior (no exceptions). Converter/charger features: • Charges three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection. • All DC electrical and metering switched and monitored through the multiplex system.
14.02	18	Ceiling lights shall be, Orion 6" LED, neutral white with polished bezel.
14.03	8	Light, Orion 6" LED, neutral white / red with polished bezel.
14.04	6	<i>Whelen</i> 600 Series 12 diode Opti-Scenelight 6SC0ENZR surface mount (or current model) Includes chrome plated flange.
14.05	6	<i>Whelen</i> Perimeter Enhancement Light, Super-LED, Steady White with chrome flange PELCC #16070117.
14.06	1	<i>Whelen</i> 295SLSA6 siren with 9 low current lighting control switches. <i>California Title 13 compliant</i>
14.07	1	<i>Federal Signal</i> TS100-N #71040011 (or current model) 100 watt speaker behind grill.
15.00		<u>12VDC EMERGENCY LIGHTING:</u>
15.01	1	<i>Whelen</i> TIR3 series Super-LED lighthouse with internal flasher, red LED's with clear outer lens, model RSR03ZCR (or current model). Includes chrome flange RFLANGCD (or current model). Located as shown on drawing.
15.02	1	<i>Whelen</i> TIR3 series Super-LED lighthouse with internal flasher, blue LED's with clear outer lens, model RSB03ZCR (or current model). Includes chrome flange RFLANGCD (or current model). Located as shown on drawing.
15.03	9	<i>Whelen</i> 600 series Linear Super-LED lighthouse with internal flasher, red LED's with clear outer lens, model 60R02FCR (or current model). Includes chrome flange 6EFLANGE (or current model). Located as shown on drawing.
15.04	9	<i>Whelen</i> 600 series Linear Super-LED lighthouse with internal flasher, blue LED's with clear outer lens, model 60B02FCR (or current model). Includes chrome flange 6EFLANGE (or current model). Located as shown on drawing.
15.05	1	Custom fabricated bracket to mount 600 series light above windshield, painted to match body.

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Item	Qty	
15.06		<u>12VDC WIRING REQUIREMENTS:</u> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels.
		• All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer. • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties.
		• Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
16.00		<u>AUDIO/VIDEO:</u>
16.01	4	Samsung UN24H4500AFXZA - 24" LED TV (or current model) with wall mount bracket. Product features: • Resolution 1366 x 768 • Component , Composite • (2) HDMI, (2) USB • (2) speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 22.1"(W) x 13.7"(H) x 1.9"(D) Weight 8.6lbs
	⇒	MFG Note: Located at Work stations 3 & 4
16.02	2	Samsung UN32H5500AFXZA - 32" LED TV (or current model) with wall mount bracket. Product features: • Resolution 1920 x 1080 • Component , Composite • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 28.4"(W) x 16.9"(H) x 2.6"(D) Weight 10.8lbs
	⇒	MFG Note: Located at Work stations 1 & 2

Attachment: Public Safety Command Vehicle Contract (1569 : PSCV v2)



PROPOSAL

Morgan Hill PD (CA)

LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

Item	Qty	
16.03	1	<i>Samsung UN40H5500AFXZA</i> - 40" LED TV (or current model) with wall mount bracket. Product features: • Resolution 1920 x 1080 • Component , Composite • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 35.7"(W) x 21.0"(H) x 2.6"(D) Weight 17.0lbs
	⇒	MFG Note: Located at exterior work station
16.04	1	Weatherproof exterior work station and TV/monitor compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top. Includes: • Internal flip down work surface • LED strip light • Gas charged lift support and locking latch • Outlets as required
16.05	1	<i>Honeywell 1TB #19140151</i> (or current model) 4 Channel Digital Video Recorder. Product features: • 4 looping video inputs • Long-term video storage using XtraStor Technology • Duplex recording mode with a capture rate up to 60 ips • Archive video clips directly to a USB 2.0 storage device • Remote access through PSTN, LAN/ WAN (internal NIC), DSL and ISDN (remote access software included) • Linux OS — OS embedded in flash • External extension SCSI HDD (RAID) Inputs: • Two (2) Mast cameras • One (1) Quad Video Processor (Exterior surveillance cameras)
16.06	1	<i>Winegard TRAV'LER</i> DirecTV HD SWM 3 Slimline Automatic Satellite System. DIRECTV Satellites: 99°, 101°, 103° Note: Service contract, activation and set up not included.
16.07	2	<i>DirecTV H25</i> HD Commercial Satellite Receiver.
16.08	3	<i>Middle Atlantic</i> rack mount kit (custom fitted for VCRs, DVD players, VCR/DVD combination units, and DSS receivers).
16.09	1	<i>Axis P1224-E</i> IP (4) Camera surveillance system 1280 x 720p. • 1 - Quad View Multiplexer (Aimetis thin client) • 1 - Color camera, rear view • 1 - Color camera, front view • 1 - Color camera, left side view • 1 - Color camera, right side view
16.10	1	<i>Aimetis</i> Thin Client 1080p Video Decoder. MFR # AIM-A10D • Easily Display Video from IP Cameras • Supports 1080p Resolution @ 30 fps • Supports Multiple Frame Rates
16.11	1	<i>JACK®</i> Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter.(19070301) No crank up, two TV outputs, built in Amplifier and 360deg rotation for improved reception.

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Item	Qty	
16.12		Modulated audio/video system to enable any audio/video source (i.e. Camera, VCR, DVD player, DSS receiver) and up to four local off-air channels to be viewed on designated TV channels.
16.13	1	Drake EH244 HD Encoder host (6 card chassis).
16.14	5	HDE24 Encoders required. • Two (2) Mast Camera's • One (1) Surveillance cameras (Quad Video Processor) • Two (2) DSS
16.15	1	SDE24 Dual Encoder, Provides standard definition inputs into HD EH44 Encoder host. Inputs: • One (1) DVR
16.16	1	ENCODER BT HDE-CHV-QAM (to view Computer over A/V system)
16.17	2	Axis P7701 decoder #19320075 (or current model). Translates HD video through modulated system. (Mast cameras & DVD recorder). • Decodes H.264, MPEG-4 and Motion JPEG • Digital or analog video output • High-quality audio • Power over Ethernet
16.18	1	HE Series 12 position Passive Combiner (or current model).
16.19		All RF cable for DSS antenna systems (when specified) shall be Belden #9116 series 6 broadband coaxial cable. All other video cabling shall be Belden #1505A RG-6/U precision video cable.
17.00		<u>MAST AND MAST MOUNTED EQUIPMENT:</u>
17.01	1	Tempest 2200 series CH.3718N (or current model) heavy-duty non-locking telescoping pneumatic mast. Mast features: • 265 lb. max top load capacity • 26' 5" extended height • 6' 1" nested height Includes: • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage. • Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Tower does not require routine lubrication. • Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
17.02	1	Thomas Ultra Air-Pac 1/2-hp compressor with 2 gallon air tank.
17.03		Custom fabricated bracket on mast to mount cameras.
17.04	1	Mast lookup light mounted on mast.
17.05	1	Weatherproof mast up/down control switch on exterior of vehicle. Location to be determined.
17.06	1	AXIS Q6115-E Dome network Camera system installed on mast. Outdoor-ready PTZ dome providing HDTV 1080p, 30x optical zoom, and fast and precise pan/tilt performance for wide area coverage and great detail when zooming in.

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Item	Qty	
17.07	1	AXIS Q6155-E PTZ Dome Network Camera with Lightfinder technology. • HDTV 1080p and 30x optical zoom • Axis Sharpdome technology with Speed Dry • Lightfinder technology performs in low lighting conditions, extremely sensitive to low light • Built-in laser that provides instant focus in challenging lighting conditions and in complete darkness • IP66-rated and NEMA 4X protection against dust, strong water jets and impact • High Power over Ethernet, max. 74 W
18.00		RADIOS:
18.01		Primary 12Vdc power leads for communications radios shall be minimum 2-gauge copper stranded wire with soldered crimp-on end connectors (gauge based on radio requirements). Cables shall be enclosed in convoluted tubing and function identified with colored shrink-wrap. Power to radios shall be controlled by a continuous-duty switch actuated by the auxiliary battery disconnect switch.
18.02	6	Prewire and make installation provisions for communications radio. Installation includes: • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in <i>Carlton</i> Carflex ENT conduit. • 12Vdc power routed to radio transceiver location.
18.03		Install hinged panels under countertops to conceal radio transceivers where applicable.
18.04	1	Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the vehicle. Antenna raceway will penetrate the roof on each side of the truck at radio box locations and in the overhead console location. Includes: • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • <i>Carlton</i> Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.
18.05	1	Radio antenna termination panel for up to twenty (20) radios. Includes: • TNC bulkhead jack in panel for each radio antenna on the raceway • Antenna leads from radio locations to panel routed through <i>Carlton</i> Carflex ENT conduit with 18" of extra cable at panel to allow customer to reconfigure panel as required
19.00		TELEPHONE SYSTEM:
19.01	7	CAT6 RJ-45 Telephone extension jack.
19.02	1	66-style punch-down block.
19.03	1	Cisco 7821 IP Phone (or current model) -Wall Mountable 2 x Total Line -VoIP - Caller ID - Speakerphone User Connect License - 2 xNetwork (RJ-45) - PoE Port with the following: • (7) Wall Mountable phones • (2) Year SmartNet Service
19.04	3	Fixed wireless terminal with Maxrad low profile antenna. <i>Note: Model to be determined based upon cellular standard of local service provider.</i>
19.05		All telephone lines and cellular antenna cable shall be installed in Carlton Flex-Plus ENT conduit or raceway (as applicable).
20.00		COMPUTER NETWORK AND EQUIPMENT:
20.01	5	RJ-45 CAT6 computer network jack with CAT6 cable routed through <i>Carlton</i> Flex-Plus ENT conduit or raceway (as applicable).

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Item	Qty	
20.02	1	<i>Allied Telesyn AT-GS900/16-10</i> (or current model) 16-port 10/100/1000T Unmanaged Gigabit Switch. Product features: • Wirespeed performance • Auto-negotiation Gigabit ports • Auto MDI/MDIX on TX ports • Transparent to VLAN packets • Full duplex flow control
20.03	5	Certified 18" CAT6 patch cord.
20.04	1	Certified 36" CAT6 patch cord.
20.05	1	Cable Certification Report confirming that network wiring complies with CAT6 specifications.
20.06	1	<i>Cisco 2911</i> (or current model) voice/security bundle router with the following: • (1) Cisco 2911 Voice Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK - Integrated Services Router 3 Ports - 10 Slots - Rack-mountable, Wall Mountable • (1) Cisco Four port Voice FXO card • (1) Cisco 4G LTE EHWIC for Verizon • (1) Cisco 4G LTE EHWIC for ATT • (1) Cisco SG500X-48P Layer 3 Switch 48 Ports - Manageable - 48 x POE - 48 x RJ-45 - Stack Port - 4 x Expansion Slots - 10/100/1000Base-T - PoE Ports -Rack-mountable • (1) Cisco Aironet 1532I IEEE 802.11n 300 Mbps Wireless Access Point • (1) Cisco Aironet 702I IEEE 802.11n 300 Mbit/s Wireless Access Point • (1) Cisco 1520 series mesh access point power injector • (2) Year SmartNet Service on Router, Switch, and both Access Points <i>Note:</i> Activation and set up not included.
20.07	5	Install customer supplied computer.
20.08	1	<i>AvL Technologies</i> model 1278K, 1.2 meter transportable auto deploy two-way broadband satellite communications system. • AvL1278K 1.2 meter precision composite mobile VSAT satellite antenna • AvL AAQ antenna controller with "one button" auto-acquisition • AvL universal BUC mounting kit • iDirect Evolution X5 land mobile satellite router/modem • NJR 6 Watt universal Ku-band BUC • NJR-2835S KU band LNB <i>Note:</i> Service contract, activation and set up not included
21.00		MISCELLANEOUS ELECTRONICS:
21.01	1	<i>Middle Atlantic</i> MRK-4026 (or current model) forty-space 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack with caster base. Rack can easily slide out from its fixed position with quick release fasteners to allow side access to rack equipment.
21.02	1	<i>Middle Atlantic</i> MW-4QFT-FC #32100117 top fan panel, with four (4) 50 cfm ventilation fans, QFAN.
21.03	1	<i>Middle Atlantic</i> PFD-40 Plexiglas front door with key lock.
21.04	2	<i>Middle Atlantic</i> PD-620C-NS (or current model) 20 amp power strip with 6 outlets. • 9' CORD with NEMA 5-20P • A number of outlets are spaced to accommodate plug-in power supplies, 26.5" long
22.00		EXTERIOR STORAGE COMPARTMENTS:
22.01	1	Single door underbody storage compartment with approximate interior dimensions of 15" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams.

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Item	Qty	
22.02		Compartments will be constructed to the following specifications: • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED dome light that illuminates when the door is opened. Compartment doors will be constructed to the following specifications: • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All horizontally hinged doors shall be held open in a 120° position with gas charged lift/support cylinders. • All doors shall be sealed with industrial grade neoprene gasket.
23.00		<u>AWNING:</u>
23.01	1	<i>Dometic</i> Weather Pro Awning 12' cadet grey acrylic fabric (other colors available on request) electric awning with the following features: • Solid-state sensor automatically closes awning after detecting sustained winds • Exclusive Knee-Action Design prevents damage from sudden wind gusts • Heavy duty motor is fully contained in the roller tube, self-locks awning in travel position • Unique spring-arm mechanism automatically dumps accumulating rain water
24.00		<u>ROOF ACCESS:</u>
24.01	1	Zico Quic-Ladder swing out and down vehicle ladder, RL-2-7 (or current model). Product features: • Cast aluminum rungs with flat, non-skid surface • Steps are 3" deep x 15-1/2" wide • Handrails are 1-1/4" heavy-walled aluminum tubing
25.00		<u>LEVELING SYSTEM:</u>
25.01	1	Automatic leveling system, <i>Quadra MFG. Inc.</i> Big Foot™ model QE-2 four point fully automatic one-touch leveling system. Includes: • 24" jack with 18" stroke (4 total) 17,000-lb. capacity • Air ride dump valve • Fully automatic control panel with manual feature • Safety interlock when jacks are deployed
25.02	1	High density polypropylene, injection molded yellow colored <i>Super Dolly Pads</i> for use with leveling system jacks. Pads measure 15" x 17" x 1" thick with a grab strap on one side (set of 4).
26.00		<u>MISCELLANEOUS ITEMS:</u>
26.01	2	5 pound dry chemical fire extinguishers.
26.02	3	<i>First Alert</i> 9-volt combination Carbon Monoxide and Smoke alarms.
27.00		<u>MANUALS:</u>

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Item	Qty	
27.01	1	Complete manual set, including the following: • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points. • Audio/Video cabling diagram. • Telephone system punch block wiring diagrams. • Alarm system zones legend. • Warranty and Return Authorization procedures. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers.
28.00		<u>MISCELLANEOUS:</u>
28.01		At time of delivery to customers facility a <i>manufacturer</i> representative will provide up to eight (8) hours of orientation on <i>manufacturer</i> provided systems, as applicable: • Generator start up and shut down procedure • Leveling system operation • AC and DC electrical systems operation • HVAC systems operation • Mast operation • Audio/Video system operation, does not include programming VCR's, TV's, etc. • Alarm operation • Awning operation
		LDV warranty, covering 1 year or 12,000 miles for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.
28.02	2	Inspection/training trip to manufacturer facilities. Includes roundtrip airfare, 2 day car rental, 1 night lodging and \$70.00 meals allowance. <i>Note:</i> Minimum fourteen (14) day advance notice of travel is required.
28.03		Performance Bond
		<i>Note:</i> Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as manufacturer supplied. These items include, but are not limited to: • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. In the event of a discrepancy between the drawing and specification, the specification will supersede. Manufacturer reserves the right to make substitutions of equal quality and specifications of those listed in this document.

Attachment: Public Safety Command Vehicle Contract (1569 : PSCV v2)



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Donald Larkin, City Attorney
APPROVED BY: City Manager

ADOPT RESOLUTION APPROVING A POOLED LIABILITY ASSURANCE NETWORK JOINT POWERS AGREEMENT

RECOMMENDATION(S)

Adopt resolution authorizing the City Manager to execute the Pooled Liability Assurance Network Joint Powers Authority (PLAN JPA), which will replace the former ABAG PLAN Corporation.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

2017 Strategic Priorities

Regional Initiatives

REPORT NARRATIVE:

The Association of Bay Area Governments Pooled Liability Assurance Network (ABAG PLAN) was established in 1986 as a non-profit corporation in order to establish a stable, cost-effective self-insurance, risk sharing and risk management program option for ABAG members. For many years, Morgan Hill has received coverage and risk management services related to liability, property, automobile physical damage and other ancillary lines of coverage through ABAG PLAN.

At the beginning of this fiscal year, ABAG merged with the Metropolitan Transportation Commission (MTC). The merger resulted in increased overhead and other costs for the administration of ABAG PLAN. Due to those increasing costs, the Board of Directors of ABAG PLAN (on which the City Attorney sits) has been exploring various options to disengage from MTC. The Board of Directors of ABAG PLAN recently conducted an RFP for contracting pool administration services. Both the RFP and an independent consultant study revealed a collective savings in pool administrative costs of approximately \$3 million over the next five years for participating member agencies. The ABAG PLAN Board of Directors voted unanimously at its annual board meeting in June 2017 to contract with Bickmore Risk Services. Bickmore submitted the lowest cost proposal, has significant experience in risk pool administration, and is very familiar with ABAG PLAN and its members. A transition plan has been developed by ABAG PLAN and Bickmore to transfer pool administrative services to the new pool administrator.

In order to complete the transition of pool administrative services from ABAG/MTC and achieve the significant savings in administrative cost to the existing program, both ABAG General Counsel and PLAN Counsel have recommended a separate Joint Powers Authority (JPA) be formed to exclusively manage the existing and future risk

management and coverage needs of the members. The new JPA is required to act as fiscal agent and manage the transfer of all of the current assets and liabilities from the ABAG PLAN non-profit corporation to the new PLAN JPA. The new PLAN JPA will continue to provide a stable, cost-effective self-insurance, risk sharing and risk management program for the member participants.

The City of Morgan Hill is not expected to experience any interruption or disruption of risk management services as a result of the transition, which simply substitutes a new JPA for the existing non-profit corporation. All coverage currently provided by the pool and by the pool's excess insurance carriers will continue as before.

By adopting the attached resolution, the City agrees to conditionally participate in the newly established PLAN JPA. Once the current ABAG PLAN members have approved and signed their respective resolutions, the PLAN JPA will officially become operational and all assets and liabilities will be transferred from the prior ABAG PLAN to the new PLAN JPA.

COMMUNITY ENGAGEMENT: Inform

This staff report serves to inform the public about the changes to the City's pooled liability program.

ALTERNATIVE ACTIONS:

The City Council could direct staff to explore alternative risk management strategies. However, if the City does not join the PLAN JPA, it would leave the City without insurance and risk management consulting services.

FISCAL AND RESOURCE IMPACT:

There would be no direct fiscal impact on Morgan Hill related to the change to a new JPA. The City would derive savings from the reduction in ABAG PLAN administrative costs over time.

CEQA (California Environmental Quality Act):

Not a Project: Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not projects subject to environmental review.

LINKS/ATTACHMENTS:

1. PLAN JPA Resolution
2. JPA Agreement

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING, AND AUTHORIZING THE EXECUTION OF THE POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT EXERCISE OF POWERS AGREEMENT**

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 City of Morgan Hill is a member of PLAN corporation, a California non-profit corporation (“PLAN Corporation”) comprised of twenty-eight member agencies pooling their property and liability risk in conjunction with the Association of Bay Area Governments (“ABAG”) Joint Exercise of Powers Authority (“JPA”), established pursuant to California Government Code §6500 et seq., and

WHEREAS, in 1986 ABAG and PLAN Corporation entered into an Agency Agreement which irrevocably assigned the risk management duties and obligations of ABAG to PLAN Corporation.

WHEREAS, the Member Agencies of PLAN Corporation have entered into a Risk Coverage Agreement with each other and ABAG to provide for pooled liability services through PLAN Corporation, and

WHEREAS, a JPA is required to act as fiscal agent and manage the transfer and assignment of all of the current assets and liabilities from PLAN Corporation to the new PLAN JPA, and

WHEREAS, the Members of PLAN Corporation seek to separate from the current model of service involving the necessity of the Agency Agreement and use of the ABAG JPA to the new risk management focused PLAN JPA that would provide pooled risk coverage for its member agencies, with preference for the existing members of PLAN, under a new risk coverage agreement within the PLAN JPA, and

WHEREAS, as part of the transition, the Bickmore Contract with PLAN Corporation will be assigned to the PLAN JPA, so that these services can continue in a seamless manner, 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 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:

- a. That the City Manager is authorized to execute the Pooled Liability Assurance Network (PLAN) Joint Exercise of Powers Agreement, pursuant to California Government Code §6500 et seq., including the powers delegated therein, conditioned on the transfer of the assets of PLAN to the PLAN JPA, in substantially the form attached to this Resolution.
- b. That the City Attorney/Risk Manager as the City's Plan Corporation representative is authorized to approve the assignment of assets from PLAN Corporation to the JPA, and to approve the assignment of risk management consulting services from PLAN Corporation to PLAN JPA.

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 ____ day of _____, 201__ 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 , 201_.

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

DATE: _____

Irma Torrez, CITY CLERK

JOINT POWERS AGREEMENT

CREATING THE

POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT POWERS AUTHORITY

adopted

January , 2018

Attachment: JPA Agreement (1583 : PLAN JPA Agreement)

**JOINT POWERS AGREEMENT
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**POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT POWERS
AUTHORITY**

JOINT POWERS AGREEMENT

This Agreement is made by and among the public entities listed in Appendix A (“Member Entities”), all of which are public entities organized and operating under the laws of the State of California and each of which is a local public entity as defined in California Government Code Section 989, as it may be amended from time to time.

RECITALS

- I. The following state laws, among others, authorize the Member Entities to enter into the Pooled Liability Assurance Network Joint Powers Authority [PLAN] Joint Powers Agreement (“Agreement”):
 1. Labor Code Section 3700 allowing a local public entity to fund its own workers’ compensation claims;
 2. Government Code Sections 989 and 990 permitting a local public entity to insure itself against liability and other losses;
 3. Government Code Section 990.4 permitting a local public entity to provide insurance and self-insurance in any desired combination;
 4. Government Code Section 990.8 permitting two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of Government Code Sections 6500-6515; and
 5. Government Code Sections 6500-6515 permitting two or more local public entities to jointly exercise under an agreement any power which is common to each of them.
- II. The governing board of each Member Entity has determined that it is in the Member Entity’s best interest and in the public interest that this Agreement be executed and that it shall participate as a member of the public entity created by this Agreement.

Now, therefore, the Member Entities, by, between, and among themselves, in consideration of the mutual benefits, promises, and agreements set forth below, hereby agree as follows:

ARTICLE I

**CREATION OF THE “POOLED LIABILITY ASSURANCE NETWORK [PLAN] JOINT
POWERS AUTHORITY”**

Pursuant to Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500), the Member Entities create a public agency, separate and apart from the Member Entities, to be known as the “Pooled Liability Assurance Network [PLAN] Joint Powers Authority” (the “Authority”). Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this Authority shall not constitute debts, liabilities, or obligations of the Member Entities.

ARTICLE II

PURPOSES

This Agreement is entered into by Member Entities under California Government Code Sections 990, 990.4, 990.8, and 6500, et. seq. and Labor Code Section 3700 in order to do one or more of the following:

1. Develop effective risk management programs to reduce the amount and frequency of losses;
2. Share the risk of self-insured losses;
3. Jointly purchase insurance either with or without any self-insured portion underlying the insurance, and administrative and other services including, but not limited to claims adjusting, data processing, risk management, loss prevention, accounting services, actuarial services, and legal services in connection with the Programs;
4. Provide administrative and other services including, but not limited to, claims adjusting, data processing, risk management, loss prevention, treasury, investment management, accounting services, audit, actuarial services, and legal services in connection with the various programs;
5. Assume the assets, liabilities and obligations of the ABAG PLAN CORPORATION (a California non-profit corporation), also known as Association of Bay Area Governments Pooled Liability Assurance Network on the basis of each Member Entity’s responsibilities under those previously binding documents, including the Memorandum of Coverage, and Risk Coverage Agreement, as amended to reflect the formation of this JPA and its policies and procedures; and

These purposes shall be accomplished through the exercise of the powers of the Member Entities jointly in the creation and operation of the Authority.

It is also the purpose of this Agreement to provide, to the extent permitted by law, procedures for the addition, at subsequent date, of public entities to become parties to this Agreement and members of the Authority, subject to Article XVIII, and to provide for the removal of Member

Entities for cause or upon request, subject to Articles XIX and XX.

ARTICLE III

DEFINITIONS

In this Agreement unless the context otherwise requires:

1. **Board** or **Board of Directors** is the governing body of the Authority constituted as set forth in Article X of this Agreement;
2. **Governing Documents** include this Agreement, the Bylaws of the Authority, and any other document identified as a Governing Document in the Bylaws.
3. **Member Entity** includes each public agency which is a party to this Agreement.
4. **Program** is the specific method used to provide coverage for a risk, scope, type, or area of insurance services, including, without limitation, the funding of loss reserves, where applicable, as prescribed in a Governing Document for a specific type of coverage, and may encompass such specific areas as general liability (including errors and omissions), property, automobile, workers' compensation, or employee benefits.

ARTICLE IV

PARTIES TO THE AGREEMENT

Each Member Entity certifies that it intends to and does contract with every other Member Entity who is a signatory to this Agreement and, in addition, with such other Member Entity as may later be added as a Member Entity under Article XVIII. Each Member Entity also certifies that the deletion of any Member Entity from this Agreement does not affect this Agreement nor each Member Entity's intent to contract with the Member Entities then remaining.

ARTICLE V

TERM OF AGREEMENT

This Agreement will become effective as of January 1, 2018 and continues in full force until terminated in accordance with Article XXI.

ARTICLE VI

POWERS OF THE AUTHORITY

The Authority, through its Board of Directors, is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement referred to in Article II including, but not limited to, each of the following:

1. Make and enter into contracts, including but not limited to revision to the Risk Coverage Agreement and Memorandum of Coverage;
2. Incur debts, liabilities, and obligations; but no debt, liability, or obligation of the Authority is a debt, liability, or obligation of a Member Entity;
3. Acquire, hold, or dispose of real and personal property;
4. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
5. Sue and be sued in its own name;
6. Employ agents and employees;
7. Acquire, construct, manage, and maintain buildings;
8. Lease real or personal property, including that of a Member Entity;
9. Receive, collect, invest, and disburse monies;
10. Issue revenue bonds or other forms of indebtedness, as provided under Government Code Sections 6500, et. seq.; and
11. Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement.
12. Hire attorneys, accountants, auditors and other professionals.

These powers shall be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

ARTICLE VII

MEMBERSHIP

Membership shall be restricted to public agencies located within the State of California as set forth in the Bylaws.

Upon a Member Entity organization or re-organization, including dissolution, merger, or

consolidation, which results in extinguishment or dissolution of the legal existence of a Member Entity, the rights, obligations, and liabilities of such Member Entity under this Agreement, the Bylaws, or other Governing Documents or resolutions of the Board shall be the rights, obligations, and liabilities of the successor public entity.

ARTICLE VIII

MEMBER ENTITY RESPONSIBILITIES

Each Member Entity has the obligations and responsibilities set forth in the Governing Documents as defined in the Bylaws and any resolution of the Board of Directors. Such responsibilities and obligations may include, but are not limited to, the following:

1. Cooperate with the Authority in determining the cause of losses and in the settlement of claims;
2. Pay all premiums, assessments, penalties, interest, and other charges promptly to the Authority when due;
3. Provide the Authority with statistical and loss experience, data, and other information as may be necessary;
4. Cooperate with and assist the Authority and any insurer, claims adjuster, or legal counsel retained by the Authority in matters relating to this Agreement, the Authority Bylaws, any other Governing Documents, and policies and procedures adopted by the Board;
5. Except for any new Member Entities as allowed for in Article XVIII, agree the Authority will assume the assets, liabilities and obligations of ABAG PLAN CORPORATION (a California non-profit corporation) also known as the Association of Bay Area Governments Pooled Liability Assurance Network, on the basis of its documents, including but not limited to the Memorandum of Coverage, and Risk Coverage Agreement, as amended to reflect the formation of this JPA and its policies and procedures; and

ARTICLE IX

POWERS RESERVED TO THE MEMBERSHIP

The Member Entities retain the following powers:

1. The designation of the Board of Directors as specified in Article X; and
2. Approval of amendments to this Agreement as specified in Article XXVI.

ARTICLE X

BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Authority. The Board shall be comprised of one director, and one alternate director, from each Member Entity who shall have the authority to bind the Member Entity on any and all matters relating to the business of the Authority. Each director has one vote. Each director shall be appointed by the governing body of the Member Entity. The alternate director shall be appointed by and serve at the pleasure of the Member Entity. The alternate director may cast a vote as a member of the Board of Directors only in the absence of the director.

ARTICLE XI

POWERS RESERVED TO THE BOARD

The powers of the Board are the powers of the Authority not specifically reserved to the Member Entities by this Agreement. The Board has authority to delegate its powers and authority. However, the Board shall retain unto itself the power to change the Bylaws, to expel a member by a two-thirds vote, and to establish a Program.

ARTICLE XII

COMMITTEES

EXECUTIVE COMMITTEE

The Board may create an Executive Committee comprised of members of the Board and delegate one or more of its powers to the Executive Committee except those powers not delegable. An appointment to the Executive Committee, if any, is by an election of the Board of Directors.

OTHER COMMITTEES

Other committees may be created by, or in accordance with, the procedures described in the Bylaws.

ARTICLE XIII

BOARD AND COMMITTEE MEETINGS

The Board shall hold at least one regular meeting each year. The Board shall fix the date, hour, and place at which each regular meeting is to be held. A special meeting may be called upon written request by the President or at least one-third of the Board members.

Each regular, adjourned regular and special meeting of the Board, the Executive Committee, or any other Standing Committee shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The Secretary shall keep or have kept minutes of each regular or special meeting of the Board and any Committee. As soon as possible after each meeting, the Secretary shall have a copy of those minutes forwarded to each member of the Board.

No business may be transacted by the Board or a Committee without a quorum of members being present. A quorum consists of a majority of the members.

ARTICLE XIV

OFFICERS AND EMPLOYEES

The Officers of the Authority are the President, Vice President, Administrator, Secretary, Treasurer, and others as may be declared in the Bylaws or resolution of the Board. The Officers are elected or appointed in accordance with the procedures described in the Bylaws. The Officers shall have the authorities and responsibilities as defined in the Bylaws.

The Board may appoint such officers and employees and may contract with such persons or firms as it considers necessary to carry out the purposes of this Agreement.

Any Member Entity which provides or performs assigned duties pursuant to this Article may be reimbursed by the Authority for services rendered on the Authority's behalf.

ARTICLE XV

ANNUAL AUDITS AND AUDIT REPORTS

The Treasurer shall cause an annual financial audit to be made by an independent Certified Public Accountant with respect to all Authority receipts, disbursements, other transactions and entries into the books. A report of the financial audit shall be filed as a public record with each Member Entity. The audit shall be conducted in accordance with Government Code Section 6505 and filed with the County Auditor or others as required by the laws of California. The Authority shall pay the cost of the financial audit and charge the cost against the Member Entities in the same manner as other administrative costs.

ARTICLE XVI

INDEMNIFICATION OF DIRECTORS, OFFICERS, AND EMPLOYEES

The members of the Board of Directors and the officers and employees of the Authority shall

act in good faith and in the best interests of the Authority in the performance of their duties hereunder. The members of the Board of Directors and the officers and employees of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority as a public entity only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority. No member of the Board shall be liable for any action taken or omitted by any other member of the Board. No member of the Board, officer, or employee shall be required to deposit premium on a bond or other security to guarantee the faithful performance of his or her duties hereunder, although the Authority may provide such bonds. Funds of the Authority shall be used to defend and to indemnify members of the Board, officers, and employees of the Authority for any act or omission pursuant to the provisions of Government Code Sections 910 to 996.6. The Authority may purchase insurance to provide coverage for acts or omissions of directors, officers, and employees.

The Authority shall indemnify, protect, defend, and hold harmless each and all of the Member Entities, and their officers and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney's fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Member Entities, or any of their officers, employees, agents, or independent contractors. This indemnification provision is intended to supplant and supersede the pro rata right of contribution formula set forth in Government Code Section 895.6.

ARTICLE XVII

SELF-INDEMNIFICATION AMONG THE MEMBER ENTITIES

Section 895.2 of the California Government Code imposes certain tort liability jointly upon entities solely by reason of such entities being parties to an agreement as defined in Section 895 of said Code. Therefore, the Member Entities hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of the California Government Code, each assumes the full liability imposed upon it for any of its officers, agents, or employees by law for injuries caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve this purpose, each Member Entity indemnifies and holds harmless all other Member Entities for any loss, cost, or expense that may be imposed upon such other Member Entities solely by virtue of Section 895.2 of the California Code.

ARTICLE XVIII

NEW MEMBERS

A public agency may be admitted as a Member Entity only upon a two-thirds vote of the Board of Directors. The application of any Member Entity to participate in any Program shall be determined under the Program's Governing Documents. Notwithstanding the above, members of

ABAG Plan Corporation in good standing as of July 1, 2017 shall be automatically admitted upon adoption of a resolution by its governing body authorizing the execution of this Joint Powers Agreement, provided that said action occurs by June 30, 2018.

Each applicant for membership shall pay all fees and expenses set by the Board.

ARTICLE XIX

WITHDRAWAL

A Member Entity may withdraw from the Authority only at the end of a fiscal year, provided it has given the Authority at least six months written notice of its intent to withdraw. A notice of intent to withdraw shall be final and irrevocable upon its receipt by the Authority unless the Board authorizes it to be rescinded by the Member Entity. A Member Entity joining after June 30, 2018 may only withdraw from the Authority after three (3) consecutive fiscal years following commencement of membership.

The withdrawal of a Member Entity from membership in the Authority shall not terminate its responsibility, as defined by any of the Governing Documents of the Authority, to contribute its share of premiums or funds to any fund or coverage program created by the Authority in which the withdrawing Member Entity has participated.

ARTICLE XX

EXPULSION

The Authority may expel a Member Entity from membership in the Authority by a two-thirds vote of the Board of Directors for a breach of any of the Governing Documents determined by the Board to be a material breach. Such expulsion shall automatically, and simultaneously, terminate the Member Entity's participation in any and all Programs in which it may be a Program participant. The procedure for hearing and notice of expulsion of a Member Entity shall be as provided in the Authority Bylaws.

The expulsion procedures from any Program shall be defined in the Governing Documents for that Program.

The expulsion of a Member Entity from membership in the Authority shall not terminate its responsibility, as defined by any of the Governing Documents of the Authority, to contribute its share of premiums or funds to any fund or coverage Program created by the Authority in which the expelled Member Entity has participated.

ARTICLE XXI

TERMINATION AND DISTRIBUTION

This Agreement may be terminated by the written consent of two-thirds of the Member

Entities. However, this Agreement and the Authority shall continue to exist after termination for the purpose of disposing of all claims, debts and other obligations, distribution of assets, and all other functions necessary to conclude the obligations and affairs of the Authority.

Upon termination of this Agreement, after disposition of all claims debts and other obligations, the remaining assets of the Authority shall be distributed and apportioned among the Member Entities that have been participants in its Programs, including those Member Entities which previously withdrew or were expelled pursuant to Articles XIX and XX of this Agreement, as provided in the Authority Bylaws.

ARTICLE XXII

NOTICES

Notice to each Member Entity under this Agreement is sufficient if mailed to its respective address on file with the Authority.

ARTICLE XXIII

BINDING EFFECT OF BYLAWS AND OTHER GOVERNING DOCUMENTS

Each party to this Agreement by its execution agrees to be bound by and to comply with all of the terms and conditions of the Governing Documents, and any Resolution adopted by the Board of Directors as they now exist or may hereafter be adopted or amended.

ARTICLE XXIV

ENFORCEMENT

The Authority is hereby granted authority to enforce this Agreement. In the event action is instituted by the Authority to enforce any term of any of the Governing Documents of any Program or otherwise against any Member Entity, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXV

PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee, or third-party beneficiary of a Member Entity has a right, claim, or title to any part, share, interest, fund, premium, or asset of the Authority.

ARTICLE XXVI

AMENDMENTS

This Agreement may be amended if at least 2/3rds of the total Member Entities vote in favor of the amendment. A proposed amendment must be submitted to each Member Entity at least thirty (30) days prior to the date the amendment is considered by the Authority. An amendment will be effective immediately unless otherwise specified. Appendix A to the Agreement may be amended to correctly list current Member Entities without separate action by the Member Entities or the Board.

ARTICLE XXVII

SEVERABILITY

If a portion, term, condition, or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions is not affected.

In witness whereof, the following parties have each executed this Agreement as amended on the dates set forth below and acknowledge their membership in the Authority:

Entity:

Date: _____

Title:

Attachment: JPA Agreement (1583 : PLAN JPA Agreement)

APPENDIX A

MEMBER ENTITIES

City of American Canyon
Town of Atherton
City of Benicia
City of Burlingame
City of Campbell
Town of Colma
City of Cupertino
City of Dublin
City of East Palo Alto
City of Foster City
City of Half Moon Bay
Town of Hillsborough
Town of Los Altos Hills
Town of Los Gatos
City of Millbrae
City of Milpitas
City of Morgan Hill
City of Newark
City of Pacifica
Town of Portola Valley
Town of Ross
City of San Bruno
City of San Carlos
City of Saratoga
City of South San Francisco
City of Suisun City
Town of Tiburon
Town of Woodside



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

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

ACQUISITION OF PROPERTY (HOWARD) APN 767-12-024 FOR THE HALE AVENUE EXTENSION PROJECT

RECOMMENDATION(S)

1. Adopt resolution approving the purchase of a portion of APN 767-12-024 for \$303,748 plus escrow and closing costs from John P. Howard for the Hale Avenue Extension Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to consummate the transaction.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Fiscal Responsibility

2017 Strategic Priorities

Inclusiveness
Infrastructure

REPORT NARRATIVE:

With the assistance of Associated Right of Way Services, staff continues to actively pursue the right of way needed for the Hale Avenue Extension project. The required right-of-way needs to be obtained prior to commencement of construction on the project.

On January 23, 2017, staff notified Mr. John P. Howard that a portion of his property was needed for the Hale Avenue Extension Project. An appraisal was prepared in early May and an offer made to Mr. Howard for the appraised value of \$265,200 which consists of 0.098 acres of Fee property (see attached appraisal summary statement). In late September, the City received an independent appraisal from the property owner showing that the total value of his home/property had increased since last May by \$53,000. Using this more current valuation in the appraisal calculation coupled with an increase in severance damages, a settlement of \$303,748 was reached with Mr. Howard.

Subsequently, a Property Purchase Agreement was prepared and signed by the property owner (see attached). Staff recommends purchasing the property, as the owner is a willing seller and the parcel is needed in order to construct the new roadway. The escrow and closing costs are estimated at \$1,966, bringing the total purchase price to \$305,714.

With the acquisition of the Howard property, eight properties remain to be acquired by

the City for the project. Staff is close to reaching a settlement with one other affected property owner and will continue to pursue the acquisition of the remaining properties for the project.

COMMUNITY ENGAGEMENT: Involve

The Hale Avenue Extension Project has been in the City's General Plan since the 1960's 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. The City hired David J. Powers and Associates to prepare a Final Environmental Impact Report (FEIR) for the project. This process solicited input from the community regarding environmental impacts from the project as required by the California Environmental Quality Act (CEQA) process. Additional community notifications will be necessary when the project nears construction.

ALTERNATIVE ACTIONS:

City Council could decide to not move forward with the property purchase at this time and direct staff to acquire the property when the project becomes fully funded. However, delaying the right-of-way acquisition would increase costs, delay the project, and possibly jeopardize the City's chances of receiving Measure B funds due to not being "shovel ready."

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 Agreement to Mark Thomas & Company for \$788,000 to prepare civil design documents for the Hale Avenue Extension 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 approved a consulting agreement with Associated Right of Way Services for \$70,000 to begin negotiations with willing property owners for land required by the project, preparing appraisals, and preparing legal documents/agreements.
- January 18, 2017, City Council awarded a service agreement for design professionals for the Hale Avenue Extension Project to Mark Thomas & Associates for \$401,873 to complete the design.
- July 19, 2017, City Council approved a first amendment with Associated Right of Way Services for \$145,000 to continue acquisition services for the Hale Avenue Extension project.
- August 23, 2017, City Council adopted a resolution certifying the Final Environmental Impact Report for the Hale Avenue Extension Project and Santa Teresa Corridor Widening and Realignment Project.
- December 6, 2017, City Council adopted a Resolution to purchase property from the Tran/Do and Giancola families for the Hale Avenue Extension project.

FISCAL AND RESOURCE IMPACT:

Sufficient funds for the \$303,748 property acquisition plus escrow and closing costs (\$1,966) for a total amount of \$305,714 have been budgeted for the project. The project is budgeted in the Fiscal Year 2017-18 Capital Improvement Program under CIP #546007 with \$2,985,000 from the Traffic Impact Fund (309).

CEQA (California Environmental Quality Act):
Project

A Final Environmental Impact Report was prepared by David J. Powers & Associates for the Hale Avenue Extension and Hale Avenue Plan Line Projects. City Council certified the Final Environmental Impact Report (FEIR) and adopted a Mitigation and Monitoring Program (MMRP) for construction of the Hale Avenue Extension Project ("Project") by Resolution No. 17-070 adopted on August 23, 2017.

LINKS/ATTACHMENTS:

1. Resolution-Howard
2. Purchase Agreement-Howard
3. Grant Deed -Howard
4. Appraisal Summary Statement-Howard
5. Project Location Map-Howard

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING A PROPERTY PURCHASE AGREEMENT FOR A PORTION OF PROPERTY (APN 767-12-024) FROM JOHN P. HOWARD, FOR THE HALE AVENUE EXTENSION PROJECT

WHEREAS, the Hale Avenue Extension Project is included in the Fiscal Years 2016-17 through 2021-22 Capital Improvement Program under CIP#546007 with funding budgeted for design services and purchasing right of way. The subject property from John P. Howard, is required in order to construct the project, and therefore in the public's interest to acquire a portion of the real property for the public Project (Hale Avenue Extension Project); and

WHEREAS, on January 23, 2017, the City of Morgan Hill notified John P. Howard, that the City was interested in purchasing a portion of their property for the Hale Avenue Extension Project from willing sellers; and

WHEREAS, on March 8, 2017, the City of Morgan Hill sent John P. Howard, a letter of Notice of Decision to Appraise the subject property; and

WHEREAS, on July 26, 2017, the City of Morgan Hill made an offer to purchase a portion of property from John P. Howard for the appraised value of \$265,200 from a state certified MAI appraiser; and

WHEREAS, on December 01, 2017, the property owner, John P. Howard, signed the Property Purchase Agreement in the amount of \$303,748; and

NOW, THEREFORE, City Council of the City of Morgan Hill, based upon the foregoing and all documents, statements and facts known to City Council, does hereby resolve:

SECTION 1. Approval of Property Purchase Agreement. City Council approves the Property Purchase Agreement to acquire a portion of real property for a total amount of \$303,748 from John P. Howard, see Attachment A. The Settlement amount of \$303,748 plus the estimated \$1,966 escrow and closing costs are hereby approved.

SECTION 2. Authority to City Manager. City Council authorizes the City Manager to execute the Agreement and all documents necessary to consummate the transactions contemplated therein, including without limitation, accepting the Grant Deed. City Council further authorizes the City Manager to make minor modifications to the foregoing described documents which may be necessary to consummate the transactions.

SECTION 3. CEQA. The City Council certified the Final Environmental Impact Report (FEIR) and adopted a Mitigation and Monitoring Program (MMRP) for construction of the Hale Avenue Extension Project ("Project") by Resolution No. 17-070 adopted on August 23, 2017.

The Final Environmental Impact Report concluded that implementation of the Project could result in a number of significant effects on the environment and identified mitigation measures that would mitigate all of those significant effects to a less than significant level.

The City Council finds and determines that the project that is the subject of this Resolution is within the scope of the FEIR, as further modified and approved pursuant to the Mitigation and Monitoring Report.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 17th day of January 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

⌋ 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 January 17, 2018.

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

DATE: _____

IRMA TORREZ, Agency Secretary

**City of Morgan Hill
PROPERTY PURCHASE AGREEMENT**

In consideration of the terms and conditions set forth in this Property Purchase Agreement (the "Agreement") John P. Howard, a married man as his sole and separate property ("GRANTOR") shall deposit in an escrow designated by the City of Morgan Hill ("City"), a Grant Deed suitable for recordation and conveying from GRANTOR to CITY a *fee simple* title as indicated in Exhibit(s) "A," incorporated herein by this reference, covering the property particularly described therein (collectively "Subject Property").

CITY and GRANTOR acknowledge and agree that the property being acquired by CITY is for public use and is necessary for the construction, operation and maintenance of the Hale Avenue Extension Project, a public project.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. Entire Agreement

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the Grant Deed and shall relieve CITY of all further obligations or claims on this account or on account of the location, grade, construction or operation of the proposed public improvement.

2. CITY shall

- A. Pay the sum of **THREE HUNDRED THREE THOUSAND SEVEN HUNDRED AND FORTY-EIGHT DOLLARS (\$303,748.00)** for the Subject Property identified in Exhibit(s) "A" and "A-1" attached hereto and made a part hereof, to the following title company: Old Republic Title Company "ORTC", for the account of the GRANTOR, Escrow No.0625012135-BP conditioned upon the Subject Property vesting in CITY free and clear of all liens, leases, encumbrances, (*recorded or unrecorded*), assessments and taxes except any exceptions to title which are acceptable to CITY as said exceptions are identified in the title report relating to the Subject Property issued by the above Title Company bearing the escrow number shown in Clause 2A and dated *April 28, 2017*, and updates thereof. Clearing of any title exceptions not acceptable to CITY is the responsibility of GRANTOR.
- B. Pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Prior to the close of escrow, have the authority to deduct and pay from the amount shown in Clause 2A herein any amount necessary to satisfy any liens, bond demands and delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent taxes and assessments, which may have become a lien at the close of escrow. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the title

company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

- D. The consideration set forth in Clause 2A herein shall include payment in full for the following improvements: All buildings, structures and other improvements affixed to the land which are owned by GRANTOR as owner or tenant of the real property proposed to be acquired will also be conveyed unless other disposition of these improvements has been made. The real property interest(s) proposed to be acquired are: *fee simple* respectively, as described in Exhibit(s) "A" and "A-1."

3. Miscellaneous Realty Items Acquired

It is understood and agreed by and between the parties hereto that payment in Clause 3 above includes, but is not limited to, payment for wood fencing, wire fencing, three medium trees, and the wooden shed with an attached and covered storage area which are considered to be part of the realty and are being acquired by the CITY in this transaction. The improvements and any non-interfering vegetation within the acquisition area will be replaced with a sound wall. It is further understood that the CITY or its authorized agent is hereby granted the right to enter the remaining property of GRANTOR for the purpose of removing these improvements.

- a. Prior to the start of construction, the City shall provide Grantor with forty-five (45) days written notice to clear and remove all personal items from the wooden shed and attached covered area.

4. Relocation of Grantor's Fence

At no expense to the Grantor(s), the Project will incorporate the fence relocation in the construction plans to secure Grantor's remainder property.

5. Permission to Enter Grantor's Property

Permission is hereby granted to City or its authorized agent to enter on my/our land, where necessary, to relocate Grantor's fence as described in Clause(s) 4 of this Agreement.

6. Fence is Sole Property of the Grantor

Grantor(s) understands and agrees that after completion of the work described in Clause 4 of this Agreement, the relocated fence will remain the sole property of the Grantor(s) and the Grantor(s) will be responsible for its maintenance and repair. Grantor(s) further understands that the new sound wall will remain the property of the City.

7. CITY Performed Work

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by CITY, shall be left in as good condition as found.

14. Release of Claims

GRANTOR, for itself, its agents, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges CITY, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, liabilities and demands, including without limitation any claim arising out of or pertaining, directly or indirectly, to the acquisition of the Subject Property described in this Agreement and the construction of any improvements thereon, including without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

GRANTOR acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to his/her release of claims as set forth in this Agreement, and understands that by executing this Agreement it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted herein. In giving this release, GRANTOR expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

15. Approval of CITY

GRANTOR understands that this Agreement is subject to the approval of CITY. Further, that this Agreement shall have no force or effect unless and until said CITY approval has been obtained.

16. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

17. Integrity of Property

Except as otherwise provided herein or by express written permission granted by CITY, GRANTOR shall not, after the date of execution of this Agreement and the close of escrow, alienate, lien, encumber or other transfer of the Subject Property or any portion thereof or allow the same to occur, cause or allow any physical changes on the Subject Property, or enter into any lease or contract with respect to the Subject Property or any portion thereof which would survive the close of escrow and impair CITY's use of the Subject Property. GRANTOR shall maintain the Subject

Property in its current condition and shall make, at GRANTOR's expense, all repairs necessary to maintain the Subject Property in such condition.

18. Casualty or Loss

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the Subject Property has been destroyed, or substantially damaged, GRANTOR shall promptly give CITY written notice of the event, and CITY, at its option, may, on or before the close of escrow, elect to terminate this Agreement by giving GRANTOR written notice of termination, in which event the parties shall be released and released of and from any further duties, obligations, rights, or liabilities hereunder. If CITY elects to complete the transactions contemplated in this Agreement, the Agreement shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, GRANTOR shall assign, transfer, and set over to CITY all of the right, title, and interest of GRANTOR in and to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts by CITY for the property acquisition under this Agreement.

19. Counterparts Signature

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

20. Specific Performance and Other Remedies

The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

(As used above, the term, "GRANTOR" shall include the plural as well as the singular number.)

GRANTOR: JOHN P. HOWARD
PROJECT NAME: HALE AVENUE EXTENSION PROJECT

APN: 767-12-024 (PORTION OF)

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

CITY:

City of Morgan Hill
A Municipal Corporation

BY: _____
Christina Turner

Title: City Manager

Date: _____

GRANTOR:

John P. Howard, A Married Man, as his sole
and separate property

By: _____
John P. Howard

Title: Owner

Date: 12-1-17

APPROVED AS TO FORM:

By: _____
Donald Larkin

Title: City Attorney

Date: _____

By: _____

Title: _____

Date: _____

NO OBLIGATION OTHER THAN SET FORTH HEREIN WILL BE RECOGNIZED

Attachment: Purchase Agreement-Howard (1575 : Acquisition of Property (Howard) for the Hale Avenue Extension Project)

EXHIBIT "A"

LEGAL DESCRIPTION

All that real property situate in County of Santa Clara, State of California, being a portion of PARCEL A, as shown on that certain PARCEL MAP, filed September 08, 1975 in Book 361 of MAPS, at Page 13, Official Records of Santa Clara County, more particularly described as:

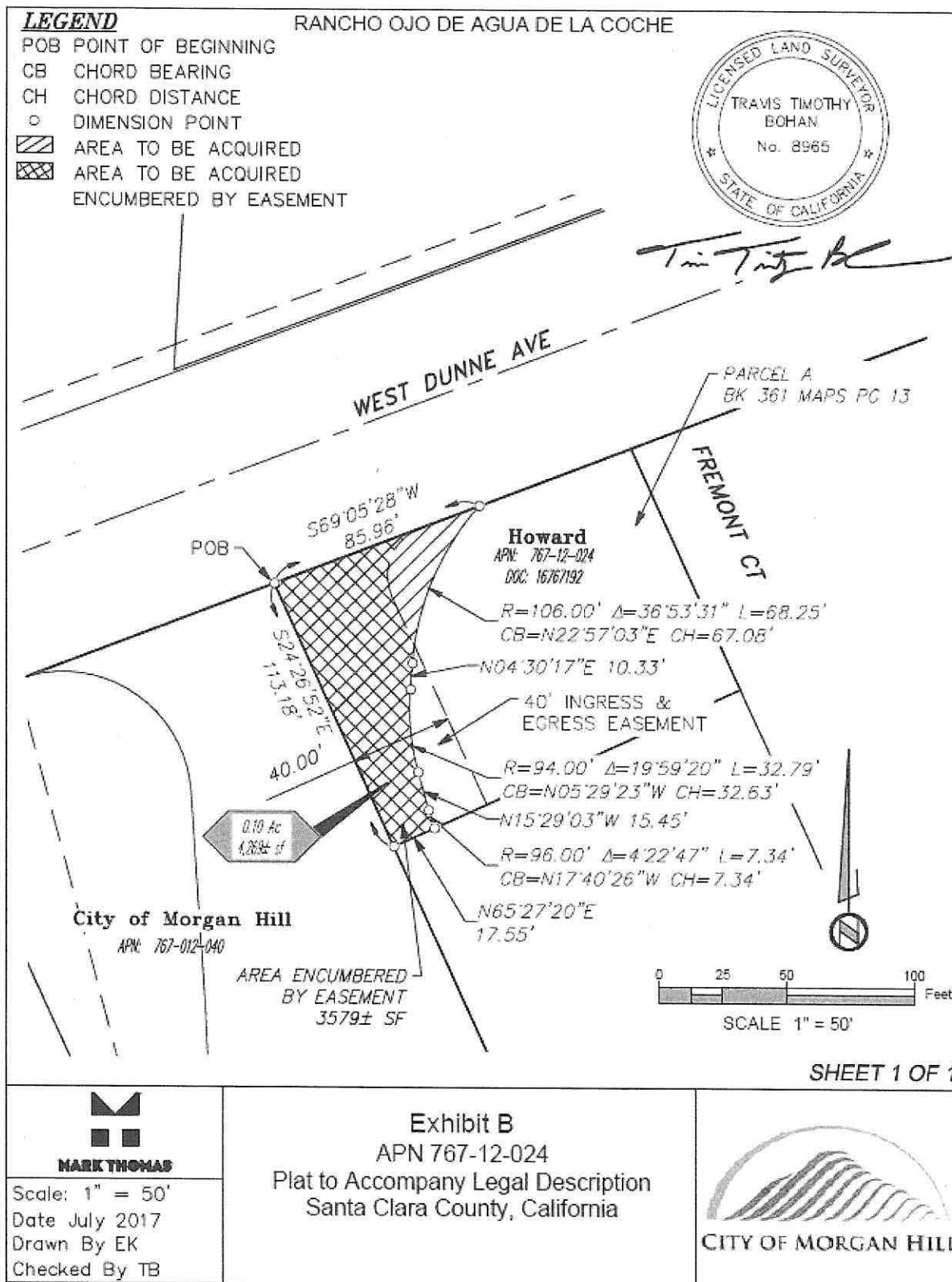
Beginning at the northwest corner of said Parcel A, said corner being on the southerly right-of-way of West Dunne Avenue; thence leaving said right-of-way along the westerly line of said Parcel A, South 24°26'52" East, a distance of 113.18 feet to the southwest corner of said Parcel A; thence along the southerly line of said Parcel A, North 65°27'20" East, a distance of 17.55 feet to the beginning of a non-tangent curve concave to the east, having a radius of 96.00 feet and a chord bearing North 17°40'26" West, a distance of 7.34 feet; thence leaving said southerly line, northerly along said curve through a central angle of 04°22'47", a distance of 7.34 feet; thence North 15°29'03" West, a distance of 15.45 feet to the beginning of a tangent curve concave to the east, having a radius of 94.00 feet and a chord bearing North 05°29'23" West, a distance of 32.63 feet; thence northerly along said curve through a central angle of 19°59'20", a distance of 32.79 feet; thence North 04°30'17" East, a distance of 10.33 feet to the beginning of a curve concave to the southeast, having a radius of 106.00 feet and a chord bearing North 22°57'03" East, 67.08 feet; thence northeasterly along said curve through a central angle of 36°53'31", a distance of 68.25 feet to the northerly line of said Parcel; thence along said northerly line also being the southerly right-of-way of West Dunne Avenue South 69°05'28" West, a distance of 85.96 feet to the Point of Beginning.

Containing 4,269 square feet or 0.10 acres, more or less.

GRANTOR: JOHN P. HOWARD
PROJECT NAME: HALE AVENUE EXTENSION PROJECT

APN: 767-12-024 (PORTION OF)

EXHIBIT "A-1"



Attachment: Purchase Agreement-Howard (1575 : Acquisition of Property (Howard) for the Hale Avenue Extension Project)

RECORDING REQUESTED BY:

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

WHEN RECORDED MAIL TO:

City Clerk's Office
 City of Morgan Hill
 17575 Peak Avenue
 Morgan Hill, CA 95037-4128

Attn: City Clerk

APN: 767-12-024 (Portion, of)

SPACE ABOVE FOR RECORDER'S USE

This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922 (Governmental Agency acquiring title).

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

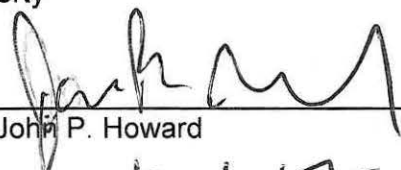
JOHN P. HOWARD, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY (GRANTOR),
 HEREBY GRANT(S) TO

CITY OF MORGAN HILL, A MUNICIPAL CORPORATION, (GRANTEE)

That certain property in the County of Santa Clara, State of California, more particularly described in Exhibits "A" attached hereto and by this reference incorporated herein.

John P. Howard

A Married Man as his sole and separate property

By: 

John P. Howard

Date: 12-1-17

NOTARY ACKNOWLEDGMENT ATTACHED

Attachment: Grant Deed -Howard (1575 : Acquisition of Property (Howard) for the Hale Avenue Extension Project)

CALIFORNIA ALL-PURPOSE 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

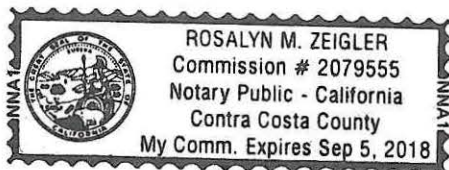
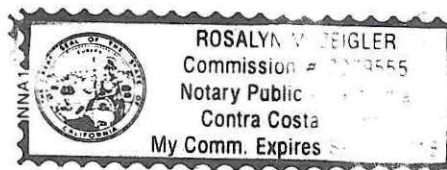
COUNTY OF Santa Clara

On this 1 day of December, 2017, before me, Rosalyn M. Zeigler, a Notary Public in and for the State of California, personally appeared John P. Howard 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 the day and year first above written.

Rosalyn M. Zeigler
NOTARY PUBLIC



Attachment: Grant Deed -Howard (1575 : Acquisition of Property (Howard) for the Hale Avenue Extension Project)

EXHIBIT "A"

LEGAL DESCRIPTION

All that real property situate in County of Santa Clara, State of California, being a portion of PARCEL A, as shown on that certain PARCEL MAP, filed September 08, 1975 in Book 361 of MAPS, at Page 13, Official Records of Santa Clara County, more particularly described as:

Beginning at the northwest corner of said Parcel A, said corner being on the southerly right-of-way of West Dunne Avenue; thence leaving said right-of-way along the westerly line of said Parcel A, South $24^{\circ}26'52''$ East, a distance of 113.18 feet to the southwest corner of said Parcel A; thence along the southerly line of said Parcel A, North $65^{\circ}27'20''$ East, a distance of 17.55 feet to the beginning of a non-tangent curve concave to the east, having a radius of 96.00 feet and a chord bearing North $17^{\circ}40'26''$ West, a distance of 7.34 feet; thence leaving said southerly line, northerly along said curve through a central angle of $04^{\circ}22'47''$, a distance of 7.34 feet; thence North $15^{\circ}29'03''$ West, a distance of 15.45 feet to the beginning of a tangent curve concave to the east, having a radius of 94.00 feet and a chord bearing North $05^{\circ}29'23''$ West, a distance of 32.63 feet; thence northerly along said curve through a central angle of $19^{\circ}59'20''$, a distance of 32.79 feet; thence North $04^{\circ}30'17''$ East, a distance of 10.33 feet to the beginning of a curve concave to the southeast, having a radius of 106.00 feet and a chord bearing North $22^{\circ}57'03''$ East, 67.08 feet; thence northeasterly along said curve through a central angle of $36^{\circ}53'31''$, a distance of 68.25 feet to the northerly line of said Parcel; thence along said northerly line also being the southerly right-of-way of West Dunne Avenue South $69^{\circ}05'28''$ West, a distance of 85.96 feet to the **Point of Beginning**.

Containing 4,269 square feet or 0.10 acres, more or less.

EXHIBIT "A-1"

LEGEND

POB POINT OF BEGINNING
 CB CHORD BEARING
 CH CHORD DISTANCE
 ○ DIMENSION POINT

RANCHO OJO DE AGUA DE LA COCHE

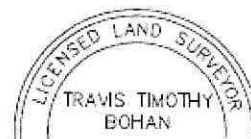


EXHIBIT "A"

LEGAL DESCRIPTION

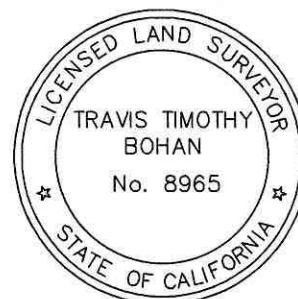
All that real property situate in County of Santa Clara, State of California, being a portion of PARCEL A, as shown on that certain PARCEL MAP, filed September 08, 1975 in Book 361 of MAPS, at Page 13, Official Records of Santa Clara County, more particularly described as:

Beginning at the northwest corner of said Parcel A, said corner being on the southerly right-of-way of West Dunne Avenue; thence leaving said right-of-way along the westerly line of said Parcel A, South 24°26'52" East, a distance of 113.18 feet to the southwest corner of said Parcel A; thence along the southerly line of said Parcel A, North 65°27'20" East, a distance of 17.55 feet to the beginning of a non-tangent curve concave to the east, having a radius of 96.00 feet and a chord bearing North 17°40'26" West, a distance of 7.34 feet; thence leaving said southerly line, northerly along said curve through a central angle of 04°22'47", a distance of 7.34 feet; thence North 15°29'03" West, a distance of 15.45 feet to the beginning of a tangent curve concave to the east, having a radius of 94.00 feet and a chord bearing North 05°29'23" West, a distance of 32.63 feet; thence northerly along said curve through a central angle of 19°59'20", a distance of 32.79 feet; thence North 04°30'17" East, a distance of 10.33 feet to the beginning of a curve concave to the southeast, having a radius of 106.00 feet and a chord bearing North 22°57'03" East, 67.08 feet; thence northeasterly along said curve through a central angle of 36°53'31", a distance of 68.25 feet to the northerly line of said Parcel; thence along said northerly line also being the southerly right-of-way of West Dunne Avenue South 69°05'28" West, a distance of 85.96 feet to the **Point of Beginning**.

Containing 4,269 square feet or 0.10 acres, more or less.

LEGEND

- POB POINT OF BEGINNING
 CB CHORD BEARING
 CH CHORD DISTANCE
 ○ DIMENSION POINT
 AREA TO BE ACQUIRED
 AREA TO BE ACQUIRED
 ENCUMBERED BY EASEMENT

RANCHO OJO DE AGUA DE LA COCHE

Travis Timothy Bohan

WEST DUNNE AVE

PARCEL A
BK 361 MAPS PG 13

FREMONT CT

POB

S69°05'28"W
85.96'

Howard

APN: 767-12-024

DOC: 16767192

R=106.00' Δ=36°53'31" L=68.25'
CB=N22°57'03"E CH=67.08'

N04°30'17"E 10.33'

40' INGRESS &
EGRESS EASEMENT

R=94.00' Δ=19°59'20" L=32.79'
CB=N05°29'23"W CH=32.63'

N15°29'03"W 15.45'

R=96.00' Δ=4°22'47" L=7.34'
CB=N17°40'26"W CH=7.34'

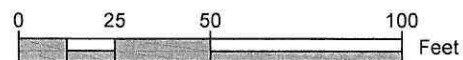
N65°27'20"E
17.55'

0.10 Ac
4,269± sf

City of Morgan Hill

APN: 767-012-040

AREA ENCUMBERED
BY EASEMENT
3579± SF



SCALE 1" = 50'

SHEET 1 OF 1



MARK THOMAS

Scale: 1" = 50'

Date July 2017

Drawn By EK

Checked By TB

Exhibit B

APN 767-12-024

**Plat to Accompany Legal Description
Santa Clara County, California**



CITY OF MORGAN HILL

**CITY OF MORGAN HILL
HALE AVENUE EXTENSION PROJECT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION**
(Pursuant to Government Code Section 7267.2)

APN: 767-12-024

BASIC PROPERTY DATA

OWNER:	John P. Howard, a married man as his sole and separate property
PROJECT:	Hale Avenue Extension
PROPERTY ADDRESS:	310 West Dunne Avenue, Morgan Hill, CA
DATE PROPERTY ACQUIRED BY OWNER:	More than five (5) years
ZONING:	R1, 3,500, Medium-Density Residential District
GENERAL PLAN:	Residential Attached Low 6-16 DU/Acre
PRESENT USE:	Improved single-family home, Attached Garage, Shop Building & Wooden Shed
HIGHEST AND BEST USE®:	Residential development
TOTAL PROPERTY AREA:	16,248 square feet or .373 acres
PROPERTY RIGHTS PROPOSED TO BE ACQUIRED:	Fee simple: 4,269 square feet; 0.098 acres
DATE OF THIS VALUATION:	May 2, 2017

BASIS OF VALUATION

The just compensation being offered by the City of Morgan Hill (Agency) is not less than the Agency's approved appraisal of the fair market value of the property. The fair market value of the property proposed for acquisition is based on a fair market value appraisal prepared according to accepted appraisal procedures. Where appropriate, sales of comparable properties and income data are utilized. Principal transactions of comparable properties, where evaluated, are included herein (Page 6). The appraiser has given full and careful consideration to the highest and best use for development of the property and to all features inherent in the property, including, but not limited to, zoning, development potential and the income the property is capable of producing.

California Code of Civil Procedure Section 1263.320 defines Fair Market Value as follows:

- a.) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being

Attachment: Appraisal Summary Statement-Howard (1575 : Acquisition of Property (Howard) for the Hale Avenue Extension Project)

CITY OF MORGAN HILL
HALE AVENUE EXTENSION PROJECT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 767-12-024

- ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.
- b.) The fair market value of property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

Value of the entire Property \$483,577

Land Value of the Subject Parcel: Before Condition						
	Estimated Value \$/Sq. Ft.		% of Fee Remaining Due to Pre-Existing Easement		Land Area Sq. Ft.	Estimated Value
Whole Property - Before, (land only)						
Total Land Area					16,248	
Fee Simple Interest: Unencumbered Area	\$30.00	x	100.0%	x	9,809	= \$294,270
Ingress/Egress Easement (obsolete)	\$30.00	x	98.0%	x	6,439	= \$189,307
Concluded Fair Market Value of the Subject Underlying Land						\$483,577

Value of the Property Rights proposed to be acquired:

A. Fee Simple Land and included Improvements:

Based on the concluded fee simple value of the subject underlying land parcel of \$30.00 per square foot, the proposed fee simple acquisition area, recognizing the cloud on title for a dated easement judged to be obsolete, is valued as illustrated below:

Proposed Fee Simple Interest Parcel:						
	Estimated Value \$/Sq. Ft.		% of Fee Remaining Due to Pre-Existing Easement		Land Area Sq. Ft.	Estimated Value
Property Rights Required						
Fee Simple Interest Parcel					4,269	
Unencumbered Area	\$30.00	x	N/A	x	0	= N/A
Ingress/Egress Easement (obsolete)	\$30.00	x	98%	x	4,269	= \$125,509
Fee Simple Parcel:						\$125,509

CITY OF MORGAN HILL
HALE AVENUE EXTENSION PROJECT
APPRAISAL SUMMARY STATEMENT AND
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APN: 767-12-024

B. Site Improvements:

Site Improvements in Acquisition Area:						
	Quantity LF/ Sq. Ft./ Each	x	\$/LF, \$/Sq. Ft. or Each	-	Less: % Depreciation	= Site Improvements
Site Improvements:						
Shed 13' x 13' on Concrete Foundation (SF)	Lump sum		\$10,100	-	50%	= \$5,050
Attached Overhang 10' x 13'	Lump sum		\$1,250	-	50%	= \$625
6' Wood Fencing (LF)	164	x	\$35	-	50%	= \$2,870
Wire Fencing (LF)	107	x	\$10	-	50%	= \$535
Asphalt/Driveway (SF)	1,233	x	\$10	-	50%	= \$6,165
Trees	3	x	\$300	-	N/A	= \$900
Total Value of Site Improvements in Acquisition Area:						\$16,145

C. Damages③:

Site Improvements: Damages: Cost to Cure - Modify On-Site Improvements, Access to Shop & Turn-Around Area						
	Quantity LF/ Sq. Ft./ CY / Each	x	\$/LF, \$/SF, %	-	Less: Depreciated Value	= Cost to Cure
Site Improvement						
Replace Shed 13' x 13' (SF)	Lump Sum		\$10,100	-	\$5,050	= \$5,050
Replace Overhang 10' x 13'	Lump Sum		\$1,250	-	\$625	= \$625
Remove & replace asphalt driveway to shop	1,233	x	\$10	-	N/A	= \$12,330
Remove dirt, excavate & haul to dump (CY)	Lump Sum		\$8,394	-	N/A	= \$8,394
Remove Concrete Next to House (SF)	Lump Sum		\$924	-	N/A	= \$924
Remove tree & stump grind	Lump Sum		\$1,300	-	N/A	= \$1,300
Remove wood retaining wall	Lump Sum		\$600	-	N/A	= \$600
Build cinder block retaining wall 4' x 83'	Lump Sum		\$8,180	-	N/A	= \$8,180
Remove & re-build wood fence	Lump Sum		\$1,500	-	N/A	= \$1,500
						\$0
Cost of Site Improvements/Remodel Front:						\$38,903
Plus:						
Overhead & Profit			20%			\$7,781
Plans & Permits	Lump Sum					\$5,000
Total Cost to Cure Damages: Site Improvements, On-Site Circulation & Shop Access:						\$51,684

Attachment: Appraisal Summary Statement-Howard (1575 : Acquisition of Property (Howard) for the Hale Avenue Extension Project)

CITY OF MORGAN HILL
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APN: 767-12-024

Damages: Loss in Remainder Land Value Due to Change in Highest & Best Use				
	Estimated Value		Land Area	Estimated
Whole Property - Before (land only)	\$/Sq. Ft.		Sq. Ft.	Value
Total Remainder Land Area			<u>11,979</u>	
Value of Underlying Remainder Land in Before Condition	\$30.00	x	11,979	= \$359,370
Value of Underlying Remainder Land in After Condition: Less 20%	\$24.00	x	11,979	= <u>\$287,496</u>
Total Loss in Underlying Land Value Due to Change in Highest & Best Use:				\$71,874

Benefits: \$ 0.00

The amount of any other compensation: \$ 0.00

ESTIMATED JUST COMPENSATION:

The estimated fair market value of the proposed acquisition parcels required from the subject property and the recommended Just Compensation are summarized as follows:

Land:		
Fee Simple Interest Parcel		\$125,509
Site Improvements:		\$16,145
Damages: Cost to Cure - Replace Shed & Redesign Front Yard: Access to Shop & Turn-Around		\$51,684
Damages: Loss in Underlying Land Value (Change in Highest and Best Use)		\$71,874
Benefits:		<u>\$0</u>
Total Value: Recommended Just Compensation:		\$265,212
	<i>Rounded To:</i>	\$265,200

CONSTRUCTION CONTRACT WORK (CCW)

For the purpose of this appraisal, it is assumed that the removal of the wooden shed, portions of the wood fencing, the wire fencing and any other site improvements within the proposed fee acquisition parcel will be conducted as part of the construction of the project in a timely manner so the property owner can construct the on-site modifications and repairs to the remainder property to maintain access to the shop building, replace the wooden shed and provide a turn-around area for safe ingress and egress to the remainder property. There is no other construction contract work known for the remainder of the subject property.

Benefits

In the after condition, circulation in the area will be improved with the extension of Hale Avenue and the construction of a roundabout at the intersection of West Dunne Avenue and the new Hale Avenue extension at controlled speeds. Thus, there will be general benefits to the properties west of the downtown area and the Morgan Hill community as a result of the project. However, no specific benefits were found to occur for the subject remainder property.

**CITY OF MORGAN HILL
HALE AVENUE EXTENSION PROJECT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION**
(Pursuant to Government Code Section 7267.2)

APN: 767-12-024

SUMMARY OF THE BASIS FOR JUST COMPENSATION

Narrative summary of the valuation process supporting compensation:

As Vacant

The subject property consists of a 16,248 square foot lot suitable for the development of a single family residential house or duplex and secondary accessory dwelling unit as allowed under the General Plan designation and the zoning for the subject parcel. The property is sufficient in size and utility to accommodate a single-family house or duplex similar to the existing use of the subject residential lot and nearby properties in its neighborhood. Based on current market conditions and the high demand for housing, the development of a single-family house or duplex is concluded to be financially feasible and the maximum productive use of the subject land. With Measure S being recently passed by voters to extend the slow growth initiative of Measure C, the timing of any new development is unknown. However, based on the number of properties under construction and the number of land sales that sold without Measure S allotments, this factor does not appear to be a significant deterrent in investing in residential lots in Morgan Hill and/or developing vacant land for a similarly allowed use.

Therefore, the highest and best use of the subject property, assuming it were vacant and available for development to its highest and best use, is concluded to be for the development of a single-family house or duplex similar to current existing use and nearby properties

As Improved

The subject property is improved with a single-family house, attached garage, shop building, and wooden shed occupied by the owner and his family. The existing use is consistent with the land use designations under the jurisdiction of the City of Morgan Hill and it is compatible with surrounding properties in its residential neighborhood. In addition, the residential home improvements and shop building are judged to be in good condition with significant remaining economic life. Therefore, the highest and best use of the subject as improved is for the continued use as improved.

Fee Simple Interest Parcel

The proposed fee simple interest parcel is generally triangular in shape with the east side curving following the contour of the proposed Hale Avenue street and sidewalk improvements. The proposed fee parcel is located along the westerly front and entire west side of the subject parcel. The fee parcel consists of approximately 4,269 square feet. The fee parcel is intended for a portion of the Hale Avenue extension roadway, sidewalk, bike path, curb, gutter, sound wall and retaining wall. At this section of the road extension, Hale Avenue curves to the east and west as traffic enters a planned round about in front of the westerly side of the subject property. In addition, there will be a sound wall along the east side of the new roadway providing a sound and visual buffer from the subject to the new roadway. According to the Engineers for the project the sound wall will end at the realigned sidewalk on West Dunne Avenue continuing as a retaining wall up to the west side of the existing driveway. The retaining wall is reportedly planned to be less than two feet high for safe ingress/egress to the existing subject driveway and from Fremont Court. The Engineers reported that from the subject house, occupants would be able to easily see over the retaining wall. As a result of the new roadway improvements and planned round about, the westerly driveway will be blocked by the sound wall and no longer accessible to the shop building or the remainder parcel. The Engineers for the project provided a rendering of

Attachment: Appraisal Summary Statement-Howard (1575 : Acquisition of Property (Howard) for the Hale Avenue Extension Project)

CITY OF MORGAN HILL
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alternative access to the shop building from the easterly driveway. This will require that the strip of land between the northerly property line and the back of sidewalk be incorporated into the subject remainder parcel and quitclaimed or deeded to the property owner for legal and physical use of this land area. The Client has directed the Appraiser to assume that this strip of land would be deeded to the subject property owner to off-set damages. On-site improvements will be required to allow for this vehicular access use and the property owner provided a contractor's cost estimate for this work. For the purpose of this Appraisal, it is assumed that the independent contractor employed by the property owner had adequate information regarding the layout and design of the project improvements and the remainder parcel.

Site improvements in the proposed fee acquisition parcel include wood fencing, wire fencing, three medium size trees, and the wooden shed with an attached and covered storage area.

The zoning category for the subject is **R-2, 3,500, – Medium-Density Residential District**. According to the zoning ordinance, "The R-2, Medium Density Residential District is intended to stabilize and protect the residential character of neighborhoods and to promote and encourage a suitable environment for family life. The R-2 district is intended for suburban detached or attached single-family homes, and the community services appurtenant thereto". Permitted uses include single-family detached dwellings, duplexes or single-family attached dwellings, multi-family dwellings, residential care facilities, manufactures homes and small and large family day care homes. Additional uses are permitted with a condition use permit that include social halls, lodges, clubs and bars, except those that operate as a business for profit, rooming houses with a maximum of six guests, nursing homes, public and quasi-public buildings, hospitals and medical facilities, nursery schools, mobile home parks, residential care facilities and congregate care for the elderly or assisted living facilities. Also, permitted is a secondary accessory dwelling up to 640 square feet in size, either attached or detached from the main house. The minimum lot size is 3,500 square feet.

The residential zoning is consistent with the General Plan land use designation for the subject property. According to the Planner interviewed with the City of Morgan Hill, Steve Golden, Associate Planner, and the General Plan Map, the General Plan land use designation for the subject is **Residential Attached Low 6-16 DU/Acre**. The allowed density ranges from 6 to 16 dwelling units per acre.

Compliance

The subject lot is improved with a single-family house, garage, shop and shed and appears to conform to all aspects of the applicable zoning ordinance which is consistent with the General Plan.

Valuation Methodology

There are three generally recognized approaches considered in the valuation of real property. These are the cost approach, sales comparison approach, and income approach. The type and age of the property and the quantity and quality of the available data affect the applicability of each approach in a specific appraisal situation.

Reconciliation involves consideration of the relevance and influence of each approach in relation

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to the actions of typical users and investors of properties and particularly the subject property. The three indications of value are discussed and reconciled into a final conclusion of market value. The City of Morgan Hill has requested an appraisal of the current market value of the proposed partial acquisition parcel required from the subject residential lot. Since the proposed acquisition parcel will include only land and site improvements and does not include any other buildings, the value of the underlying land has been estimated by applying the Sales Comparison Approach. The prices paid for land with similar development potential as the subject provide a basis for estimating the value of the subject underlying land by comparison. The concluded unit value has been used to value the proposed acquisition parcel.

A modified cost approach was used to value site improvements that will be affected as a result of the project. The income approach was not utilized because sellers, buyers, and our peers in this market rarely rely on this approach when offering, purchasing, or valuing land similar to the subject underlying land.

Fee Simple Acquisition Parcel

The City of Morgan Hill requires one parcel from the subject property in fee simple interest for the Hale Avenue Extension Project. The fee simple parcel is located at the entire west side and wraps around a portion of the north side or front of the subject parcel. The fee simple parcel is intended for the Hale Avenue improvements that include roadway, sidewalks, a sound wall and a retaining wall. The proposed fee acquisition parcel is located within that area previously encumbered with a private ingress and egress easement that is judged to be obsolete given the land use changes to the favored property to the immediate south. Nonetheless, a minor deduction is made for this pre-existing encumbrance or 2%. The remaining percentage of the fee interest is calculated to be 98% of fee. According to the Right-of-Way Needs Map provided, the area required from the subject consists of approximately 4,269 square feet. The entire proposed fee simple parcel is located within the area with an existing ingress and egress easement that was previously judged to be obsolete and only a minor deduction is made for this cloud on title.

Based on the concluded fee simple value of the subject underlying land parcel of \$30.00 per square foot, the proposed fee simple acquisition area, recognizing the cloud on title for a dated easement judged to be obsolete.

Sales Comparison Approach

Research was conducted to find comparable land sales in the subject's market area. The following table displays a summary of the selected sales, which are judged to be most representative of current market conditions for the subject underlying land parcel. The most comparable land sales reflecting the actions of buyers and sellers in the marketplace are summarized below.

The Comparable Sales used are listed below:

CITY OF MORGAN HILL
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Sales Data Summary

Residential Lot Sales Data

No.	Address City APN	Recording Date	Site Size (Ac.) (Sq. Ft.)	Zoning General Plan	Density Entitlements	Sale Price	\$ / Sq. Ft.
RL-01	175 Lindo Lane Morgan Hill, CA 764-14-051	2/23/2017	0.17 7,440	R2-3,500, Medium Density Residential Residential Attached Low 6-16 DU/Acre	6 - 16 DU/Acre Sale included plans for a house and Title 24 was	\$280,000	<u>\$37.63</u>
RL-02	17635 Peak Avenue Morgan Hill, CA 764-36-037	1/18/2017	0.30 12,900	R-1, 7,000 Single-Family Residential Residential Detached Medium, up to 7 DU/Acre	Up to 7 DU/Acre The site was marketed with Measure C allocations for two duet residential units.	\$390,000	<u>\$30.23</u>
RL-03	7224 Church Street Gilroy, CA 799-09-042	12/1/2016	0.16 7,000	R-2, Two-Family Residential Low Density Residential 3-7.25 DU/Acre, 6,000-14,500 SF lots	3 - 7.25 DU/Acre None	\$156,100	<u>\$22.30</u>
RL-04	19095 Rose Lane Morgan Hill, CA 726-36-005	8/25/2016	0.75 32,700	R1-7,000, Single-Family District Residential Attached Low 6-16 DU/Acre	6 - 16 DU/Acre None	\$300,000	<u>\$9.17</u>
RL-05	395 East 8th Street Gilroy, CA 841-11-077	3/30/2016	0.18 8,000	R-2, Two-Family Residential Low Density Residential 3-7.25 DU/Acre, 6,000-14,500 SF lots	3 - 7.25 DU/Acre Plans included with lot sale.	\$175,000	<u>\$21.88</u>
Subject	310 West Dunne Avenue Morgan Hill, CA 767-12-024	<u>DOV</u> 5/2/2017	0.373 16,248	R-2, 3,500, Medium Density Residential Residential Attached Low 6-16 DU/Acre	6-16 DU/Acre Improved Single-Family House & Shop	N/A	N/A

Attachment: Appraisal Summary Statement-Howard (1575 : Acquisition of Property (Howard) for the Hale Avenue Extension Project)

CITY OF MORGAN HILL
HALE AVENUE EXTENSION PROJECT
APPRAISAL SUMMARY STATEMENT AND
SUMMARY OF THE BASIS FOR JUST COMPENSATION
(Pursuant to Government Code Section 7267.2)

APN: 767-12-024

DEFINITIONS*

① Highest and Best Use Analysis

Highest and best use is defined as the reasonably probable use of land which is legally permissible, physically possible, and financially feasible that results in the highest value. Highest and best use analysis is used in the appraisal process to identify comparable properties and, where applicable, to determine whether the existing improvements should be retained, renovated, or demolished.

② Improvements Pertaining to the Realty (if any)

Machinery, Fixtures and Equipment identified here were separately valued as improvements pertaining to the realty. Prior to escrow close, owner and lessee must agree (and confirm in writing) as to ownership of said improvements pertaining to the realty.

③ Severance Damages (Applies to Proposed Partial Acquisitions)

The appraisal also determines whether or not the District's proposed acquisition results in damages to the remaining property. The basis for this determination is whether or not the value of the remainder is diminished by reason of the anticipated acquisition of the property interest being acquired and the construction of the improvement in the manner proposed. Severance Damages may be mitigated or entirely eliminated by estimating the cost to cure the damages. (Cost to Cure)

④ Benefits (Applies to Proposed Partial Acquisitions)

Benefit to the remainder is the benefit, if any, caused by the construction and use of the project for which the property is acquired in the manner proposed.

* *These definitions are general and provided to assist in the discussion related to the proposed acquisition. They are not intended to be legal definitions.*

An owner-occupant of a residential property containing four (4) units or less has a right to review the appraisal on which the written offer to purchase is based.

Appraisal Summary and Offer of Just Compensation
Authorized and Approved for Presentation:

City of Morgan Hill

By: _____

Title: _____

Date: _____

Attachment: Appraisal Summary Statement-Howard (1575 : Acquisition of Property (Howard) for the Hale Avenue Extension Project)



CITY OF MORGAN HILL

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

G:\R-14\Proj\GIS\John\Dave_767_12_024.mxd

**SITE MAP
LANDS OF HOWARD
APN 767-12-024**



0 62.5 125 250 375 500
Feet



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

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

RATIFY SECOND AMENDMENTS WITH SCHAAF & WHEELER CONSULTING ENGINEERS FOR PROFESSIONAL DESIGN SERVICES FOR SEWER LIFT STATIONS J, K, D, F AND W

RECOMMENDATION(S)

Ratify Second Amendments with Schaaf & Wheeler Consulting Engineers for Professional Design Services for Sewer Lift Stations J, K, D, F and W.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Fiscal Responsibility

2017 Strategic Priorities

Infrastructure

REPORT NARRATIVE:

In November 2015, City Council approved two separate agreements with Schaaf & Wheeler Consulting Engineers to design the improvements for sewer lift stations J, K, D, F, and W. The first agreement covered design services for sewer lift stations J and K for a cost of \$135,535 and the second agreement addressed the design for sewer lift stations D, F and W for a cost of \$148,575. The agreements were set to expire on December 30, 2016. However, both agreements were amended to extend the contract terms through December 30, 2017 to provide additional time to ensure that the lift station designs completely addressed the Utility Division's requirements. The sewer lift station designs are substantially complete but require repackaging prior to bidding to adjust the priority of the lift stations to be improved first.

This past year, the engineering team has concentrated on higher priority projects including the Highland Avenue Sewer Upgrade Project, which was completed in late November 2017. During this time, the lift station projects were put on hold and the two Schaaf and Wheeler Consulting Engineers agreements neared their expiration date of December 30, 2017. The expiration of the contracts would have resulted in a further disruption in the work, a potential increase in cost, and a lapse in insurance coverage. To prevent the two agreements from expiring, staff, in consultation with the City Attorney's Office, recommended that the City Manager sign the Second Amendments prior to their expiration date. Since this action requires City Council authorization, staff now recommends that City Council ratify the two Second Amendments (attached) to extend the agreements through December 30, 2018. This will provide the time necessary to repackage the sewer lift station improvement plans. Presently, sewer lift stations J and W are ready to bid with construction funding utilizing sewer bond

proceeds. The construction of improvements at sewer lift stations D, F and K will rely on the remaining sewer bond proceeds or be programmed into this year's Capital Improvement Program.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the public on the extension of the contract for construction design services. Prior to commencing with construction, staff will contact the adjacent property owners to inform them of the project. Staff will also post a notification on the City's website and send emails through "Nextdoor" to provide progress updates.

ALTERNATIVE ACTIONS:

None.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- June 17, 2015, City Council approved the 2015/16 CIP Budget.
- June 3, 2015, Morgan Hill Financing Authority issued sewer revenue bonds.
- November 4, 2015, City Council approved a professional services agreement with Schaaf & Wheeler Consulting Engineers to design Sewer Lift Stations J and K.
- November 18, 2015, City Council approved a professional services agreement with Schaaf & Wheeler Consulting Engineers to design Sewer Lift Stations D, F and W.

FISCAL AND RESOURCE IMPACT:

None. The City issued bonds in 2015 to finance several sewer projects, including these sewer lift station projects. No additional funding is being requested at this time.

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities allowed under this action are to repair, maintain and operate existing City facilities (CEQA Guidelines Section 15301 – Existing Facilities), and therefore is exempt.

LINKS/ATTACHMENTS:

1. Second Amendment J & K
2. Second Amendment D, F & W
3. J & K Project Location Maps
4. D Project Location Map
5. F Project Location Map
6. W Project Location Map

**SECOND AMENDMENT TO AGREEMENT
SCHAAF & WHEELER CONSULTING ENGINEERS**

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on 12/18/17 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, SCHAAF & WHEELER CONSULTING ENGINEERS, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into based upon City of Morgan Hill City Manager's authority.
2. The CITY and CONSULTANT entered into that "Service Agreement for Design Professionals--Sewer Lift Station J & K Rehabilitation Project" made as of November 24, 2015, for consultant services for a maximum compensation of \$135,535 ("CONSULTANT AGREEMENT").
3. The CITY and CONSULTANT entered into a "First Amendment to Agreement" made as of December 16, 2016, under which the term of the CONSULTANT AGREEMENT, as amended, was extended to December 30, 2017. The CONSULTANT AGREEMENT and the First Amendment thereto are 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 November 24, 2015, until December 30, 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."

2. **Conflicts.** In the event of a conflict between the terms and provisions of this Second Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT or any earlier amendment, the terms of this Second 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:

deputy [Signature]
 City Clerk
 Date: 12/19/17

APPROVED AS TO FORM:

Assistant [Signature]
 City Attorney
 Date: 12-13-17

CITY OF MORGAN HILL

[Signature]
 City Manager

Date: 12-18-17

SCHAAF & WHEELER CONSULTING
 ENGINEERS

By: [Signature]

Title: PETER JORGENSEN V.P.

Print Name and Title of Signer.

If Corporate: Chairman, President or
 Vice President

Date: Dec 6, 2017

By: [Signature]

Title: LEIF M. COPONEN, TREASURER

Print Name and Title of Signer.

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

Date: 12/6/2017

Attachment: Second Amendment J & K (1576 : Ratify Second Amendments for SchAAF & Wheeler)

EXHIBIT A

12-04-15-151

**FIRST AMENDMENT TO AGREEMENT
SCHAAF & WHEELER CONSULTING ENGINEERS**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 12/16/16 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, SCHAAF & WHEELER CONSULTING ENGINEERS, 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 Manager's authority.
2. The CITY and CONSULTANT entered into that "Service Agreement for Design Professionals-Sewer Lift Station J & K Rehabilitation Project" made as of November 24, 2015, for consultant services for a maximum compensation of \$135,535 ("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 November 24, 2015, until December 30, 2017."

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 Clerk

Date: 12/16/16

APPROVED AS TO FORM:

City Attorney

Date: 12/16/16

CITY OF MORGAN HILL

City Manager

Date: 12/16/16

Schaaf & Wheeler Consulting Engineers

By: PROPER JOHNSON
Title: VICE PRESIDENT

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice

Date: 12/14/16

By: LEIF M. CORONEN

Title: ASST. TREASURER

Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary,

Chief Financial Officer or Assistant Treasurer

Date: 12/19/16

126-04-15-131

SERVICE AGREEMENT FOR DESIGN PROFESSIONALS SEWER LIFT STATION J & K REHABILITATION PROJECT

THIS AGREEMENT is entered into and becomes effective on 11/24/15 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Schaaf & Wheeler Consulting Engineers, 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 November, 4, 2015.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 30, 2016 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 include: design services for rebuilding the existing lift stations by replacing the MCC, cabinets and their supports; rebuilding Electric meter assemblies; rebuilding piping with check valves and gate valves outside the wet wells; preparing surface and recoating the wet wells; replacing the wet well cover with H2O traffic lid; concrete site work; removing bollards and repaving; providing short retaining structures to reduce slope sloughing; Work with PG&E for upgraded/or new service as required. Additional items may include utility relocations and landscaping/irrigation modification if necessary, as further described in Exhibit A.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$135,535.00. Total compensation under this Agreement shall not exceed One Hundred Thirty Five Thousand Five Hundred Thirty Five dollars and shall be billed based on the rate and basis set forth in Exhibit B.
 - 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, 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, 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 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:

Schaaf & Wheeler Consulting Engineers
1171 Homestead Road, Suite 255
Santa Clara, CA 95050

Address of CITY is as follows:

Kevin O'Connell, P.E.
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

with a copy to:
City Clerk
City of Morgan Hill
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.

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 for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, 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 negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM").
- 20.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 20.1 above, 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 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").
- 20.3. **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, active negligence or willful misconduct of the CITY.
- 20.4. **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.

20.5. **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.

20.6. **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.

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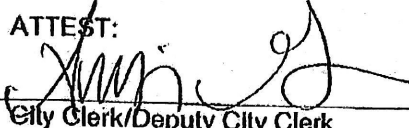
25. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

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

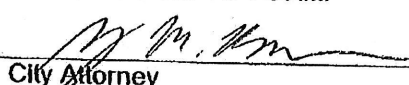
 Michelle Wilson

Print Name

Date:

11/24/15

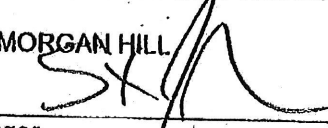
APPROVED AS TO FORM:


City Attorney

~~Renee Gurza~~ Gary M. Baum
Print Name

Date:

CITY OF MORGAN HILL


City Manager

Steve Rymer

Print Name

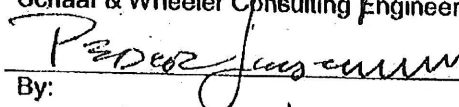
Date:

11/24/15

Schaaf & Wheeler Consulting Engineers

By:

Title:


PEDER JOERGENSEN
VICE PRESIDENT

Print Name and Title of Signer.

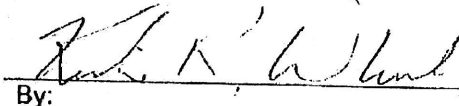
If Corporate: Chairman, President or Vice President

Date:

10/21/15

By:

Title:


Secretary / Treasurer
Print Name and Title of Signer.

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

Date:

10-21-15

Attachment: Second Amendment J & K (1576 : Ratify Second Amendments for Schaaf & Wheeler)

EXHIBIT A SCOPE OF SERVICES

Task 1 – Prepare Plans, Specifications and Estimates

A. Perform Topographic Survey

Perform topographic survey for each site. Survey will be on a project-specific datum.

B. Coordinate with Utility Companies

Coordinate with utility companies to determine utility locations and work with utility companies as necessary to relocate conflicting utilities. Task includes up to 6 pothole locations of utilities.

C. Coordinate with PG&E

Coordinate and prepare all permit applications as required by PG&E in order to complete the project. It is anticipated that the existing electrical service for each site will be sufficient.

D. Attend Design Meetings

Attend all design meetings and all necessary site visits to complete the project (Assumes 6 meetings).

E. Prepare Plans, Specifications and Cost Estimates

Prepare 30%, 60%, and 100% project plans, specifications and cost estimates. Final plans will be submitted on mylar for duplication. Electronic files will be provided to the City as well.

F. Permit Applications

Prepare and submit all permit applications required for the project.

Task 2 – Bidding Support

A. Addendums/Plan Revisions

Prepare addendums, sketches, plan revisions, and answer bidder questions. Assumes preparation of one addendum including necessary plan revisions, and attendance at preconstruction meeting.

Task 3 – Construction Support

A. Design Clarification and Correction

Provide design clarifications and corrections to design errors or fill in design gaps as requested by Contractor.

B. Submittal Review

Provide submittal review for critical equipment submittals, including pumps, electrical panels, piping and other critical materials. Assumes two reviews for each submittal.

C. Change Order Review

Provide review of change orders and recommend for acceptance as needed.

D. Site Visits

Provide construction site visits (Assumes 10 site visits).

E. Weekly Construction Meetings

Attend weekly construction meetings as requested by City (Assumes 20 meetings).

F. Record Drawings

Contractor will provide marked-up drawings when the project is complete. Review the marked-up drawings for completeness and accuracy. Provide "as-built" record drawings on mylar using the marked-up Contractor drawings.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

City of Morgan Hill 2015 Lift Stations J and K Rebuild Schaaf & Wheeler Fee Proposal - September 3, 2015		Project Manager	Senior Engineer	Assistant Engineer	Schaaf & Wheeler Subtotal	For Engineering Related Engineering Sub-consultant	For Engineering Surveying Sub-consultant	For Engineering Location Utility / Drafting	Subconsultant Station (10%)	Total
Hourly Rate		\$220	\$195	\$160						
Task 1	Prepare Plans, Specifications & Estimates	82	126	110	\$ 18,210	\$ 16,000	\$ 6,600	\$ 6,050	\$ 2,765	\$ 44,025
A	Perform Topographic Survey	2	2		\$ 830		\$ 5,600		\$ 560	\$ 6,990
B	Coordinate w/ Utility Companies	2	2		\$ 830			\$ 6,050	\$ 605	\$ 7,485
C	Coordinate w/ PG&E		2		\$ 390				\$ -	\$ 390
D	Design Meetings & Site Visits (Assumes 6)	12	12		\$ 4,980	\$ 1,000			\$ 100	\$ 6,080
E-1	Preliminary Design Report (30%)	30	30	20	\$ 15,450	\$ 4,000			\$ 400	\$ 19,850
E-2	60% Plans, Specifications & Estimates	20	40	80	\$ 24,200	\$ 6,000			\$ 600	\$ 30,800
E-3	100% Plans, Specifications & Estimates	16	30	40	\$ 16,370	\$ 5,000			\$ 500	\$ 20,870
F	Permit Applications		8		\$ 1,560				\$ -	\$ 1,560
Task 2	Bidding Support	4	4	4	\$ 2,260	\$ 600			\$ 150	\$ 2,810
A	Prepare addendums, sketches, plan revisions, and answer bidders questions.	4	4	4	\$ 2,260	\$ 500			\$ 50	\$ 2,810
Task 3	Geotechnical Investigation	28	54	124	\$ 34,850	\$ 3,500			\$ 350	\$ 38,700
A	Respond to Contractor questions, RFIs, provide design clarifications as needed.	4	4	8	\$ 2,860				\$ -	\$ 2,860
B	Contractor Submittal Review		20	80	\$ 15,900	\$ 3,500			\$ 350	\$ 19,750
C	Change Order Review		8		\$ 1,560				\$ -	\$ 1,560
D	Construction Site Visits (Assumes 10)	12	12	6	\$ 5,880				\$ -	\$ 5,880
E	Weekly Construction Meetings (Assumes 20)	10	10		\$ 4,150				\$ -	\$ 4,150
F	Prepare Record Drawings			30	\$ 4,500				\$ -	\$ 4,500
PROJECT TOTALS:		112	184	260	\$100,720	\$ 20,000	\$ 6,600	\$ 6,050	\$ 3,165	\$ 135,535

Attachment: Second Amendment J & K (1576 : Ratify Second Amendments for Schaaf & Wheeler)

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

30% Design Documents to the City 42 Calendar days after Notice to Proceed

60% Design Documents to the City 84 Calendar days after Notice to Proceed

100% Design Documents to the City 120 Calendar days after Notice to Proceed



SCHA&WH-01

FRANCISCON

10.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 240 Pleasanton, CA 94588	CONTACT NAME: Michelle Costa PHONE (A/C, No, Ext): (925) 660-3508 50028 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Michelle.Costa@ioausa.com														
INSURED Schaaf & Wheeler, Consulting Civil Engineers 1171 Homestead Road, Suite 255 Santa Clara, CA 95050	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI Insurance Company	13056	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : RLI Insurance Company	13056														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			PSB0001578	06/06/2017	06/06/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PSB0001578	06/06/2017	06/06/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			PSE0001370	06/06/2017	06/06/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0001278	12/11/2017	12/11/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			RDP0029206	06/06/2017	06/06/2018	Per Claim 5,000,000
A	Professional Liab.			RDP0029206	06/06/2017	06/06/2018	Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2015 Lift Sewer Station Rebuild J & K Project

General Liability: The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract. Hired & Non-Owned Auto Liability includes Blanket Additional Insured and Blanket Waiver of Subrogation. Workers' Compensation: Waiver of Subrogation is in favor of The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers, as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Morgan Hill Attn: Risk Management 17575 Peak Avenue Morgan Hill, CA 95037	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Reno Calabrese</i>
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ACORD 25 (2016/03)

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Packet Pg. 221

Attachment: Second Amendment J & K (1576 : Ratify Second Amendments for Schaaf & Wheeler)

Policy Number: PSB0001578
 Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attachment: Second Amendment J & K (1576 : Ratify Second Amendments for Schaaf & Wheeler)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Schaaf & Wheeler, Consulting Civil I

Policy No. PSW0001278
Insurance Company

RLI Insurance Company

Endorsement No.

Policy # PSA0002442

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. **Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.:**

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.:**

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

126-04-15-141

**SECOND AMENDMENT TO AGREEMENT
SCHAAF & WHEELER CONSULTING ENGINEERS**

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on 12/18/17 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, SCHAAF & WHEELER CONSULTING ENGINEERS, a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into based upon City of Morgan Hill City Manager's authority.
2. The CITY and CONSULTANT entered into that "Service Agreement for Design Professionals-2015 Lift Sewer Station Improvements D, F, & W" made as of December 17, 2015, for consultant services for a maximum compensation of \$148,575 ("CONSULTANT AGREEMENT").
3. The CITY and CONSULTANT entered into a "First Amendment to Agreement" made as of December 16, 2016, under which the term of the CONSULTANT AGREEMENT, as amended, was extended to December 30, 2017. The CONSULTANT AGREEMENT and the First Amendment thereto are 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 17, 2015, until December 30, 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."

2. **Conflicts.** In the event of a conflict between the terms and provisions of this Second Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT or any earlier amendment, the terms of this Second 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:

Dorothy
 City Clerk

Date:

12/19/17

APPROVED AS TO FORM:

Cynthia Sloan
 City Attorney

Date:

12-14-17

CITY OF MORGAN HILL

[Signature]
 City Manager

Date:

12-18-17

SCHAAF & WHEELER CONSULTING
 ENGINEERS

By:

Title:

PEDER JORGENSEN V.P.

Print Name and Title of Signer.

If Corporate: Chairman, President or
 Vice President

Date:

DEC 6, 2017

By:

Title:

LEIF M. COPONEN, TREASURER

Print Name and Title of Signer.

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

Date:

12/6/2017

Attachment: Second Amendment D, F & W (1576 : Ratify Second Amendments for Schaaf & Wheeler)

EXHIBIT A

126-09-15-141

**FIRST AMENDMENT TO AGREEMENT
SCHAAF & WHEELER CONSULTING ENGINEERS**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 12/14/16 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, SCHAAF & WHEELER CONSULTING ENGINEERS, 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 Manager's authority.
2. The CITY and CONSULTANT entered into that "Service Agreement for Design Professionals-2015 Lift Sewer Station Improvements D, F & W" made as of December 17, 2015, for consultant services for a maximum compensation of \$148,575 ("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 17, 2015, until December 30, 2017."

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 Clerk

Date:

12/20/16

APPROVED AS TO FORM:

City Attorney

Date:

12/16/17

CITY OF MORGAN HILL

City Manager

Date:

12/16/16

Schaaf & Wheeler Consulting Engineers

By:

Title:

PRIDE JORGENSEN

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice

President

Date:

12/14/16

By:

Title:

LEIF M. CORNEN/ASST. TREASURER

Print Name and Title of Signer.

If Corporate: Secretary, Assistant Secretary,

Chief Financial Officer or Assistant Treasurer

Date:

12/14/16

Attachment: Second Amendment D, F & W (1576 : Ratify Second Amendments for Schaaf & Wheeler)

126-04-15-141

**SERVICE AGREEMENT FOR DESIGN PROFESSIONALS
2015 LIFT SEWER STATION IMPROVEMENTS - D, F, & W**

THIS AGREEMENT is entered into and becomes effective on 12/17/15 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Schaaf & Wheeler Consulting Engineers, 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 November 18, 2015.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 30, 2016 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 preparing and plans, specifications and estimates for upgrading the existing lift stations by replacing and relocating the motor control centers (MCC), cabinets and their supports; rebuilding and/or relocating electric meter assemblies; replacing check valves, gate valves, and their appurtenances in the valve vaults; preparing surface and recoating the wet wells and adjacent manholes; concrete site work; asphalt concrete paving to improve maintenance vehicle site access; providing short retaining structures to reduce slope sloughing; site lighting improvements; and gate access improvements. The work will include coordinating with PG&E for an upgraded or new service; the design of a new access road for lift station "D"; and utility relocations and landscaping/irrigation modifications, as necessary and as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$148,575.00. Total compensation under this Agreement shall not exceed One Hundred Forty-Eight Thousand Five Hundred Seventy-Five dollars and shall be billed based on the rate and basis set forth in **Exhibit B**.
 - 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, 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, 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 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:

Schaaf & Wheeler Consulting Engineers
1171 Homestead Road, Suite 255
Santa Clara, CA 95050

Address of CITY is as follows:

Kevin O'Connell, P.E.
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

with a copy to:
City Clerk
City of Morgan Hill
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.

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 for Design Professional Services.** Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, 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 negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM").

20.2. **Defense and Indemnification for Non-Design Professional Services.** For all services performed under this agreement not covered by Section 20.1 above, 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 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").

20.3. **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, active negligence or willful misconduct of the CITY.

20.4. 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.

20.5. 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.

20.6. 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.

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25. **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:

[Signature]
City Clerk/Deputy City Clerk

Michelle Wilson
Print Name

Date: 12/17/15

APPROVED AS TO FORM:

[Signature]
City Attorney

Renee Gurza Gary M. Baum
Print Name

Date: _____

CITY OF MORGAN HILL

[Signature]
City Manager

Steve Rymer
Print Name

Date: 12/17/15

Schaaf & Wheeler Consulting Engineers

By: [Signature]

Title: PETER JORANSEN, V.P.
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 11/5/15

By: [Signature]

Title: Rick R. Wheeler, Secretary
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 11-5-15

Attachment: Second Amendment D, F & W (1576 : Ratify Second Amendments for Schaaf & Wheeler)

Exhibit A

Scope of Services

Task 1 – Prepare Plans, Specifications and Estimates**A. Perform Topographic Survey**

Perform topographic survey for each site. Survey will be on a project-specific datum.

B. Coordinate with Utility Companies

Coordinate with utility companies to determine utility locations and work with utility companies as necessary to relocate conflicting utilities.

C. Coordinate with PG&E

Coordinate and prepare all permit applications as required by PG&E in order to complete the project. It is anticipated that the existing electrical service for each site will be sufficient.

D. Attend Design Meetings and Perform Site Visits

Attend all design meetings and all necessary site visits to complete the project (Assumes 6 meetings).

E. Prepare Project Schedules and Cost Estimates

Prepare 30%, 60%, and 100% project schedules and critical path construction cost estimates. Final plans will be submitted on mylar for duplication. Electronic files will be provided to the City as well.

F. Permit Applications

Prepare and submit all permit applications required for the project.

Task 2 – Bidding Support**A. Addendums/Plan Revisions**

Prepare addendums, sketches, plan revisions, and answer bidder questions. Assumes preparation of one addendum including necessary plan revisions, and attendance at preconstruction meeting.

Task 3 – Construction Support**A. Design Clarification and Correction**

Provide design clarifications and corrections to design errors or fill in design gaps as requested by Contractor.

B. Submittal Review

Provide submittal review for critical equipment submittals, including pumps, electrical panels, piping and other critical materials. Assumes two reviews for each submittal.

C. Change Order Review

Provide review of change orders and recommend for acceptance as needed.

D. Site Visits

Provide construction site visits (Assumes 10 site visits).

E. Weekly Construction Meetings

Attend weekly construction meetings as requested by City (Assumes 20 meetings).

F. Record Drawings

Contractor will provide marked-up drawings when the project is complete. Review the marked-up drawings for completeness and accuracy. Provide "as-built" record drawings on mylar using the marked-up Contractor drawings.

Optional Tasks

1. Prepare legal descriptions access easements to Lift Station D, three;
2. Soils investigation for access road;

3. Detail design of access road and retaining walls for road;
4. Up to six(6) potholes for utility location at Lift Station D if the access drive option is approved for final design.

Exhibit B
Schedule of Compensation Rates

City of Morgan Hill 2015 Lift Stations D, F and W Rebuild Schaaf & Wheeler Fee Proposal - October 6, 2015		Project Manager	Senior Engineer	Assistant Engineer	Schaaf & Wheeler Subtotal	Electrical Engineering, Electrical Engineering Subconsultant	ME Engineering, Surveying Subconsultant	Cruz Brothers Locators Pathrolling	Pacific Geotechnical Engineering, Geotechnical Services	Subconsultant Markup (10%)	Total
Hourly Rate		\$220	\$195	\$150							
Task 1:	Prepare Plans, Specifications & Estimates	82	92	120	\$ 53,980	\$ 18,000	\$ 5,000	\$ -	\$ -	\$ 2,300	\$ 79,280
A	Perform Topographic Survey	2	2		\$ 830		\$ 5,000			\$ 500	\$ 6,330
B	Coordinate w/ Utility Companies	2	2		\$ 830					\$ -	\$ 830
C	Coordinate w/ PG&E	2	2		\$ 390					\$ -	\$ 390
D	Design Meetings & Site Visits (Assumes 6)	12	12		\$ 4,980					\$ -	\$ 4,980
E-1	Preliminary Design Report (30%)	30	30	20	\$ 15,450	\$ 3,000				\$ 300	\$ 18,750
E-2	60% Plans, Specifications & Estimates	20	20	60	\$ 17,300	\$ 10,000				\$ 1,000	\$ 28,300
E-3	100% Plans, Specifications & Estimates	16	16	40	\$ 12,640	\$ 5,000				\$ 500	\$ 18,140
F	Permit Applications		8		\$ 1,560					\$ -	\$ 1,560
Task 2:	Bidding Support	4	4	4	\$ 2,260	\$ 500	\$ -	\$ -	\$ -	\$ 50	\$ 2,810
A	Prepare Addendums, Sketches, Plan Revisions, and Answer Bidders Questions.	4	4	4	\$ 2,260	\$ 500				\$ 50	\$ 2,810
Task 3:	Construction Support Services	26	64	64	\$ 25,850	\$ 3,500	\$ -	\$ -	\$ -	\$ 350	\$ 29,700
A	Respond to Contractor questions, RFIs, Provide Design Clarifications as Needed.	4	4	8	\$ 2,860	\$ 500				\$ 50	\$ 3,410
B	Contractor Submittal Review		20	20	\$ 6,900	\$ 2,500				\$ 250	\$ 9,650
C	Change Order Review		8		\$ 1,560					\$ -	\$ 1,560
D	Construction Site Visits (Assumes 10)	12	12	6	\$ 5,880					\$ -	\$ 5,880
E	Weekly Construction Meetings (Assumes 20)	10	10		\$ 4,150					\$ -	\$ 4,150
F	Prepare Record Drawings			30	\$ 4,500	\$ 500				\$ 50	\$ 5,050
PROJECT TOTALS (without optional tasks)		112	150	188	\$82,090	\$ 22,000	\$ 5,000	\$ -	\$ -	\$ 2,700	\$ 111,790
Optional Tasks		24	72	20	\$ 22,320	\$ -	\$ -	\$ 5,600	\$ 7,550	\$ 1,315	\$ 36,785
	Legal Description	2	8		\$ 2,000					\$ -	\$ 2,000
	Soils Investigation	2	4		\$ 1,220				\$ 7,550	\$ 755	\$ 9,525
	Detail Design of Site Modifications, LS D	20	60	20	\$ 19,100			\$ 5,600		\$ 560	\$ 25,260
PROJECT TOTALS (with optional tasks)		40	48	20	\$104,410	\$ 22,000	\$ 5,000	\$ 5,600	\$ 7,550	\$ 4,015	\$ 148,575

Attachment: Second Amendment D, F & W (1576 : Ratify Second Amendments for Schaaf & Wheeler)



**Design Services for
2015 Sewer Lift Station Improvements - D, F, and W**

Hourly Rates for Schaaf & Wheeler

Personnel Charges

Charges for personnel engaged in professional and/or technical work are based on the actual hours directly chargeable to the project.

Current rates by classification are listed below:

Classification	Rate/Hr	Classification	Rate/Hr
Project Manager	\$220	Construction Manager	\$210
Project Engineer	\$210	Senior Resident Engineer	\$180
Senior Engineer	\$195	Resident Engineer	\$160
Associate Engineer	\$175	Assistant Resident Engineer	\$140
Assistant Engineer	\$150	Construction Inspector	\$130
Junior Engineer	\$140		
Designer	\$135		
Technician	\$130		
Engineering Trainee	\$100		

Principal time is \$300 per hour and is charged only for work done in preparation for litigation and other very high level-of-expertise assignments. Court or deposition time as an expert witness is charged at \$400 per hour with a minimum of four hours per day.

Materials and Services

Subcontractors, special equipment, outside reproduction, data processing, computer services, etc., will be charged at 1.10 times cost.

These rates are subject to revision semi-annually.

Effective 1/1/15

10/06/2015

EXHIBIT C
SCHEDULE OF PERFORMANCE

30% Design Documents to the City 42 Calendar days after Notice to Proceed

60% Design Documents to the City 84 Calendar days after Notice to Proceed

100% Design Documents to the City 120 Calendar days after Notice to Proceed

Attachment: Second Amendment D, F & W (1576 : Ratify Second Amendments for Schaaf & Wheeler)



SCHA&WH-01

FRANCISCO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/4/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 IOA Insurance Services 3875 Hopyard Road Suite 240 Pleasanton, CA 94588	CONTACT Michelle Costa PHONE (A/C, No, Ext): (925) 660-3508 50028 FAX (A/C, No): (925) 416-7869 E-MAIL ADDRESS: Michelle.Costa@ioausa.com														
INSURED Schaaf & Wheeler, Consulting Civil Engineers 1171 Homestead Road, Suite 255 Santa Clara, CA 95050	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : RLI Insurance Company</td><td>13056</td></tr><tr><td>INSURER B :</td><td></td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : RLI Insurance Company	13056	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : RLI Insurance Company	13056														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																					
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			PSB0001578	06/06/2017	06/06/2018	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$</td><td>2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td><td>4,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>4,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$	2,000,000	GENERAL AGGREGATE	\$	4,000,000	PRODUCTS - COMP/OP AGG	\$	4,000,000		\$	
EACH OCCURRENCE	\$	2,000,000																										
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000																										
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GENERAL AGGREGATE	\$	4,000,000																										
PRODUCTS - COMP/OP AGG	\$	4,000,000																										
	\$																											
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			PSB0001578	06/06/2017	06/06/2018	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td><td>2,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td><td></td></tr><tr><td></td><td>\$</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000	BODILY INJURY (Per person)	\$		BODILY INJURY (Per accident)	\$		PROPERTY DAMAGE (Per accident)	\$			\$							
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BODILY INJURY (Per accident)	\$																											
PROPERTY DAMAGE (Per accident)	\$																											
	\$																											
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			PSE0001370	06/06/2017	06/06/2018	<table><tr><td>EACH OCCURRENCE</td><td>\$</td><td>3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$</td><td>3,000,000</td></tr><tr><td></td><td>\$</td><td></td></tr></table>	EACH OCCURRENCE	\$	3,000,000	AGGREGATE	\$	3,000,000		\$													
EACH OCCURRENCE	\$	3,000,000																										
AGGREGATE	\$	3,000,000																										
	\$																											
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PSW0001278	12/11/2017	12/11/2018	<table><tr><td>☒ PER STATUTE ☐ OTH-ER</td><td></td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td><td>1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td><td>1,000,000</td></tr></table>	☒ PER STATUTE ☐ OTH-ER			E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000									
☒ PER STATUTE ☐ OTH-ER																												
E.L. EACH ACCIDENT	\$	1,000,000																										
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																										
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																										
A	Professional Liab.			RDP0029206	06/06/2017	06/06/2018	Per Claim 5,000,000																					
A	Professional Liab.			RDP0029206	06/06/2017	06/06/2018	Aggregate 5,000,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 2015 Lift Sewer Station Improvements - D, F & W

General Liability: The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are included as Additional Insured on Primary & Non-Contributory basis with Waiver of Subrogation included, as required by written contract. Hired & Non-Owned Auto Liability includes Blanket Additional Insured and Blanket Waiver of Subrogation. Workers' Compensation: Waiver of Subrogation is in favor of City of Morgan Hill and the City's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers, as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Morgan Hill Attn: Risk Management 17575 Peak Avenue Morgan Hill, CA 95037	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

ACORD 25 (2016/03)

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Packet Pg. 244

Attachment: Second Amendment D, F & W (1576 : Ratify Second Amendments for Schaaf & Wheeler)

Policy Number: PSB0001578
 Named Insured: Schaaf & Wheeler, Consulting Civil Engineers

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

Attachment: Second Amendment D, F & W (1576 : Ratify Second Amendments for Schaaf & Wheeler)

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No. PSW0001278

Endorsement No.

Insured

Insurance Company

Schaaf & Wheeler, Consulting Civil I

RLI Insurance Company

Policy # PSA0002442

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, **Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of the "loss";

Attachment: Second Amendment D, F & W (1576 : Ratify Second Amendments for Schaaf & Wheeler)

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. **Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph a. to exclusion 4.c. and 4.d. is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

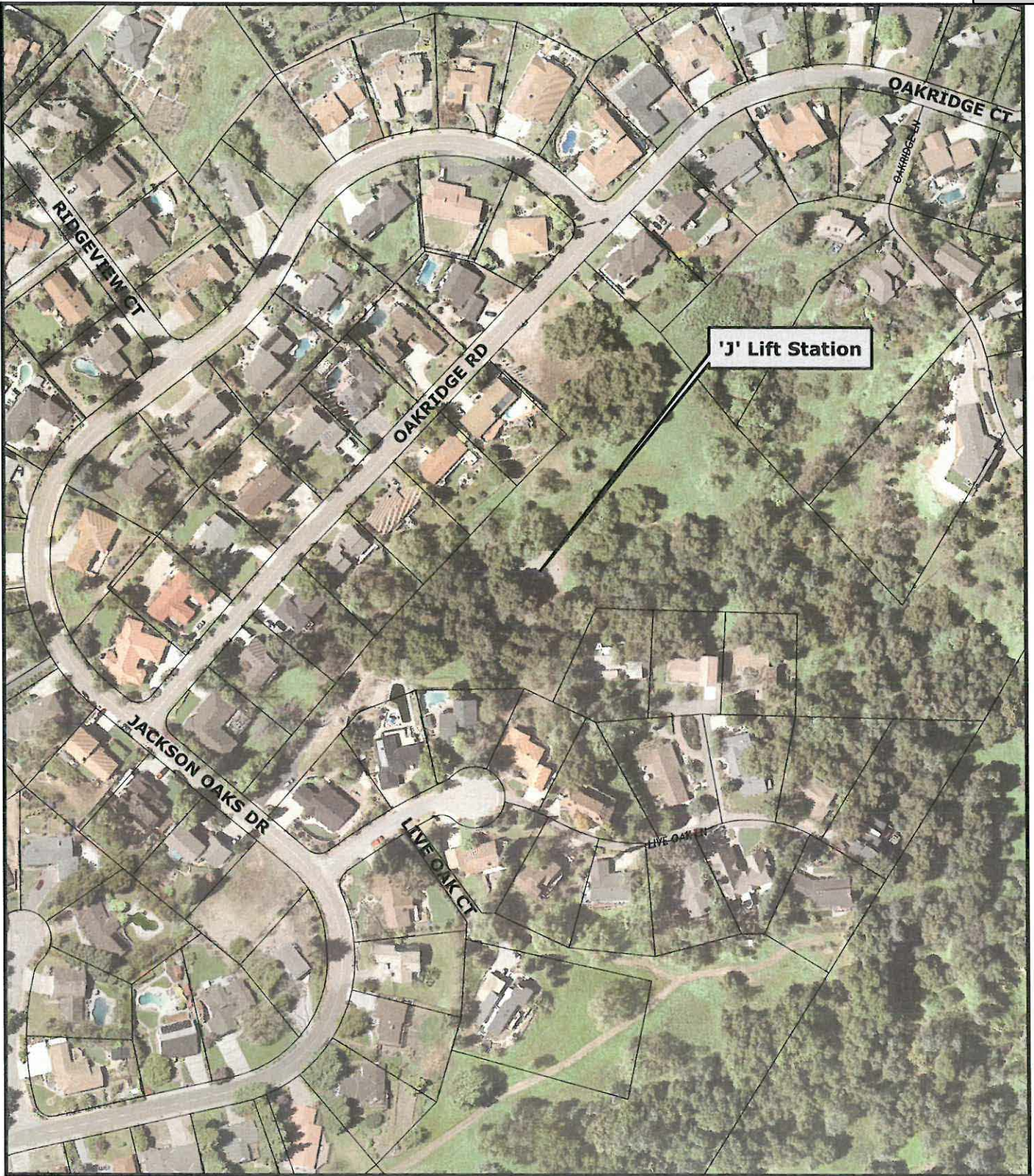
The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.



Attachment: J & K Project Location Maps (1576 : Ratify Second Amendments for Schaaf & Wheeler)



CITY OF MORGAN HILL
Engineering Division
Community Development Agency

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SITE MAP

'J' Lift Station Jackson Oaks Drive



0 75 150 300 450 600
Feet



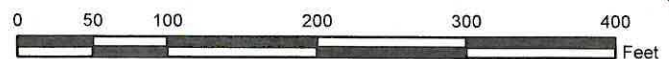
Attachment: J & K Project Location Maps (1576 : Ratify Second Amendments for Schaaf & Wheeler)



CITY OF MORGAN HILL
Engineering Division
Community Development Agency

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SITE MAP 'K' Lift Station Dunne Avenue





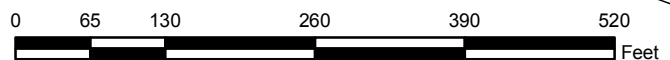
Attachment: D Project Location Map (1576 : Ratify Second Amendments for Schaaf & Wheeler)



CITY OF MORGAN HILL
Engineering Division
Community Development Agency

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SITE MAP
'D' Lift Station Jackson Oaks Drive





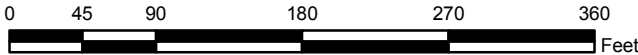
Attachment: F Project Location Map (1576 : Ratify Second Amendments for Schaaf & Wheeler)



CITY OF MORGAN HILL
Engineering Division
Community Development Agency

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SITE MAP
'F' Lift Station Jackson Oaks Drive





Attachment: W Project Location Map (1576 : Ratify Second Amendments for Schaaf & Wheeler)



CITY OF MORGAN HILL

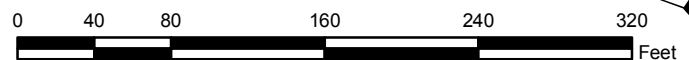
Engineering Division

Community Development Agency

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SITE MAP

'W' Lift Station Jackson Oaks Drive





CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Angie Gonzalez, Council Services Assistant
APPROVED BY: City Manager

ADOPT ORDINANCE APPROVING ZONING AMENDMENT ZA2017-0009 CHANGING THE ZONING DESIGNATION OF A 3.5 ACRE PARCEL LOCATED ON THE NORTH SIDE OF EAST DUNNE AVENUE APPROXIMATELY 610 FEET WEST OF WALNUT GROVE DRIVE (ASSESSOR PARCEL NUMBER 726-02-007), FROM R-2 3,500/RPD TO R-3 MULTI FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT

RECOMMENDATION(S)

Waive the reading, adopt Ordinance No. 2266, 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.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Supporting Our Youth
Seniors
and Entire Community
Preserving and Cultivating Public Trust

2017 Strategic Priorities

Inclusiveness
Regional Initiatives

REPORT NARRATIVE:

On December 6, 2017, the City Council introduced Ordinance No. 2266 New Series, by the following roll call vote: AYES: Carr, Constantine, Robinett Jachimowicz, Tate; NOES: Spring; ABSTAIN: None; ABSENT: None.

Adoption of this ordinance will change the zoning designation on a 3.49-acre parcel located on the north side of East Dunne Avenue, approximately 610 feet west of Walnut Grove Drive from R-2 3,500/RPD to R-3. The zoning amendment will apply a zoning designation that is consistent with the 2035 General Plan land use designation of Residential Attached Medium.

COMMUNITY ENGAGEMENT: Involve

The proposed project was publicly noticed (mailing to property owners within 300 feet of the expanded project site and newspaper legal noticing) for the minimum 10-day period.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On November 14, 2017, the Planning Commission considered the application request to rezone the 3.49-acre parcel from R-2 3,500/RPD to R-3. The Planning Commission voted 6-1 to rezone the parcel, with Commissioner Mueller voting no. Commissioner Mueller believed the R-3 designation does not provide an appropriate transition to the adjacent R-1 7,000 lots to the north.

FISCAL AND RESOURCE IMPACT:

Application fees were collected to cover the cost of processing the zoning amendment request.

CEQA (California Environmental Quality Act):

The project was reviewed as part of Master Environmental Impact Report for the 2035 General Plan update and has been found consistent with the California Environmental Quality Act Section 21083.3 and Guidelines Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning), there are no new environmental effects peculiar to the property or the project and no new information, and thus additional environmental review is not required; The Zoning Amendment complies with the General Plan as required by Government Code Section 65860 and as noted in this report.

LINKS/ATTACHMENTS:

1. 2266 East Dunne-Young

ORDINANCE NO. 2266, NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL
APPROVING ZONING AMENDMENT ZA2017-0009
CHANGING THE ZONING DESIGNATION OF A 3.5 ACRE
PARCEL LOCATED ON THE NORTH SIDE OF EAST
DUNNE AVENUE APPROXIMATELY 610 FEET WEST OF
WALNUT GROVE DRIVE (ASSESSOR PARCEL NUMBER
726-02-007), FROM R-2 3,500/RPD TO R-3 MULTI FAMILY
MEDIUM DENSITY RESIDENTIAL DISTRICT**

WHEREAS, an application for rezoning of the property located on the north side of East Dunne Avenue approximately 610 feet west of Walnut Grove Drive, APN 726-02-007 was made by the Dividend Homes Inc. on behalf of the owners of the property, Hsing-Tsai and So-Mei-Tsai Young and Sherry H.C. Tsai and Chau-Ran Wang (“Owners”), from R-2 3,500/Residential Planned Development to R-3 Residential Attached Medium to be consistent with the General Plan;

WHEREAS, the rezoning is necessary to achieve consistency with the General Plan to allow Owners to participate in the 2017 Residential Development Control System (RDCS) process;

WHEREAS, the General Plan designates the above-referenced parcel as Residential Attached Medium;

WHEREAS, such application was considered by the Planning Commission at its regular meeting of November 14, 2017 at which time the Planning Commission recommended approval of Application ZA2017-0009: E. Dunne Avenue-Young; and

WHEREAS, the project site was reviewed as part of Master Environmental Impact Report for the 2035 General Plan update and has been found consistent with the requirements of the California Environmental Quality Act. No new environmental effects peculiar to the property or the project and no new information has been identified, and thus additional environmental review is not required pursuant to Public Resources Code Section 21083.3 and CEQA Guidelines Section 15183; and

WHEREAS, the Zoning Amendment complies with the General Plan as required by Government Code Section 65860; and

WHEREAS, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

NOW, THEREFORE, THE MORGAN HILL CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1. The proposed Zoning Amendment is consistent with the General Plan.

SECTION 2. The zone change is required in order to serve the public convenience, necessity and general welfare as provided in Section 18.62.050 of the Municipal Code.

SECTION 3. Further development shall comply with the site development standards of the R-3 Multi Family Medium Density Residential District.

SECTION 4. The City Council hereby approves the Zoning Amendment from R-2 3,500/RPD to the R-3 Multi Family Medium Density Residential District to the site described attached hereto, as Exhibit "A", and by this reference incorporated herein.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 6TH DAY OF DECEMBER 2017, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 17TH DAY OF JANUARY 2018, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

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

APPROVED:

DATE:

STEVE TATE, Mayor

ATTEST:

DATE:

IRMA TORREZ, City Clerk

Effective Date: February 17, 2018

Attachment: 2266 East Dunne-Young (1549 : Adopt Ordinance 2266 East Dunne-Young)

☞ 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. 2266, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 17th day of January 2017.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: 2266 East Dunne-Young (1549 : Adopt Ordinance 2266 East Dunne-Young)

EXHIBIT A

CITY OF MORGAN HILL LEGAL DESCRIPTION

Real property in the City of Morgan Hill, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

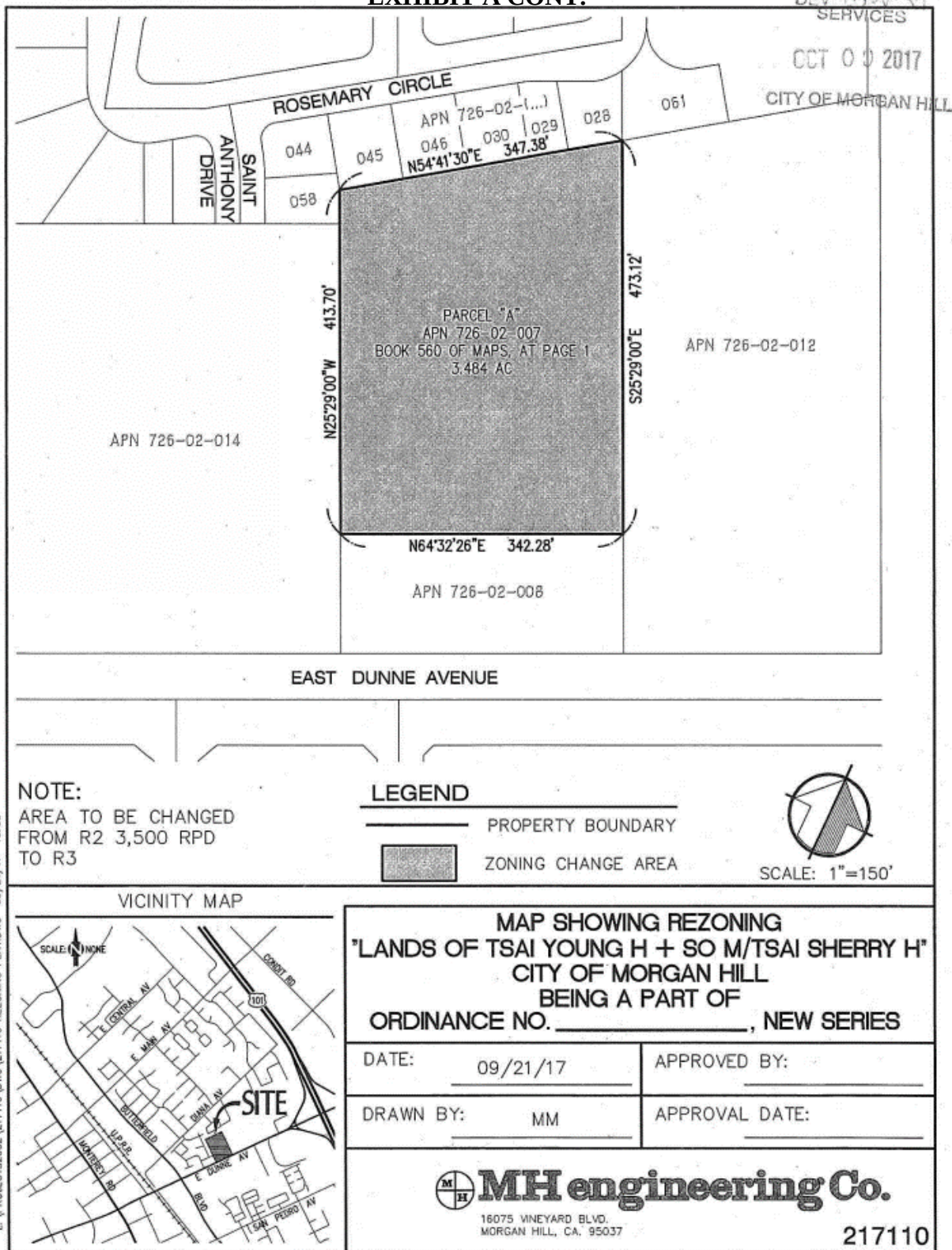
PARCEL "A", AS SHOWN UPON THAT CERTAIN MAP ENTITLED, "PARCEL MAP IN THE CITY OF MORGAN HILL OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, PORTION OF LOT 71 MORGAN HILL RANCH, MAP NO. 1", WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA, ON MAY 21, 1986 IN BOOK 560 OF MAPS, AT PAGE 1 .

PARCEL TWO:

AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES OVER THE NORTHEAST 30 FEET OF PARCEL B, AS SHOWN ON PARCEL MAP ABOVE REFERRED TO.

APN: 726-02-007

EXHIBIT A CONT.



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

Wednesday, November 15, 2017 5:30 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

(5:30 P.M. Workshop/ 7:00 P.M. Regular Meeting)

SPECIAL MEETING

5:30 P.M.

CALL TO ORDER

Mayor Pro Tem Carr called the meeting to order at 5:30 p.m.

ROLL CALL ATTENDANCE

Attendee Name	Title	Status	Arrived
Steve Tate	Mayor	Late	
Larry Carr	Mayor Pro Tem	Present	
Rich Constantine	Council Member	Present	
Caitlin Jachimowicz	Council Member	Present	
Rene Spring	Council Member	Present	

Minutes Acceptance: Minutes of Nov 15, 2017 5:30 PM (CONSENT CALENDAR)

DECLARATION OF POSTING AGENDA

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

WORKSHOP

1. HIGH SPEED RAIL WORKSHOP

Recommendation:

The purpose of the High Speed Rail workshop is to review the findings of the Highway 101 Corridor Study by Michael Baker and Associates, provide an update on consultant-related work for the project, and receive a schedule update from the California High Speed Rail Authority.

Mayor Pro Tem Carr shared that at times he will excuse himself from the dais as he owns property within 500 feet of one of the proposed routes, however, tonight's topic is not about that route or about any decision points for the Council. Tonight's discussion is an opportunity for the public and the Council to learn and understand more about the 101 corridor and as such he will participate in tonight's meeting.

City Attorney Donald Larkin concurred with Council Member Carr and reiterated that the purpose of tonight's workshop is really to discuss the work that staff has been doing exploring the 101 alignment. To the extent that Council has questions regarding the downtown alignment, we would ask that those questions be held to the end and with time permitting would address those questions with Council Member Carr not participating.

City Manager Christina Turner introduced Economic Development Director Edith Ramirez and Associate Planner Tiffany Brown who gave a presentation and answered questions. Ben Tripousis and James Tung with the High Speed Rail Authority and Don Sepulveda with Michael Baker and Associates answered questions.

The public comment was opened at 6:42 p.m. The following people were called to speak:

Swanee Edwards

John Sanders

Tony Vesci

Linda Vrabel

Pat Campbell

Jan Males

Roland Lebrun

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

The special meeting adjourned at 7:06 p.m.

REGULAR MEETING

The regular meeting was called to order at 7:11 p.m.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Mayor Pro Tem Carr shared that he serves on the South County Regional Wastewater Authority (SCRWA) Joint Powers Board which oversees the wastewater treatment plant for the cities of Morgan Hill and Gilroy. We are just beginning a process to analyze what it will take to expand the treatment facility. What this means for the City Council is that we will have to find a way to come up with \$35 million to pay

Minutes Acceptance: Minutes of Nov 15, 2017 5:30 PM (CONSENT CALENDAR)

for Morgan Hill's share of the facility. The SCRWA Board is currently trying to analyze when something like that will really be needed so that we can amortize those dollars to figure out how we will pay for the treatment plant.

CITY MANAGER'S REPORT

City Manager Christina Turner spoke regarding the evening's supplements and presentations. She mentioned that a workshop was held earlier in the evening regarding the High Speed Rail (HSR) project and that there was not enough time to discuss the three consultant contracts we have related to HSR. We anticipate that we will come back to Council at the next meeting to talk about funding for those contracts. In addition on the HSR item, we will be in continual conversations with the Council and community to make sure that as updates occur, we do bring them back so that all options can be looked at and decided upon by the Council.

She recognized Engineering and Utilities Director/City Engineer Karl Bjarke who has been with the City for the last 15 1/2 years and announced that he is retiring. She is confident that he will enjoy his retirement. She shared that Karl has led the Public Works Department through the construction of the major projects such as our recreation facilities, downtown parking structure, library, overpass, and our new downtown parks over the last several years. He has been an active member of Leadership Morgan Hill and has served as the president the past several years. She wished him well.

She announced that the Fourth Street signal is up and running and the speed humps have been removed. She also shared that the California Resources Agency, under their Urban Greening Grant Program, has awarded us \$1.8 million for our Butterfield Boulevard Path Connector project. We are the only city in Santa Clara County that has been awarded any money through this grant. The City Council previously approved a funds match of \$148,000 for the project. This will allow us a very nice path along Butterfield for both bicycles and pedestrians.

She concluded by announcing that on Saturday, December 2nd at 10:00 a.m. we will hold the opening ceremonies for our three downtown parks and asked the community to join in the festivities.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin reported that the City Council met in closed session on October 18th to discuss a claim for attorney's fees and costs from the Law Firm of Goldstein, Borden, Dardian and Ho in the amount of \$30,000 which is the maximum claim amount allowed for fees and costs that are recoverable under the California Voting Rights Act (CVRA). On a three to two vote with Council Members Carr and Constantine voting no, Council authorized the City Attorney's Office to negotiate a settlement in the amount of \$25,000 plus a full release for any further claims based on the demand for district elections. We did negotiate the settlement for \$25,000 which was completed on November 2nd and we have received a full release for any further claims under the CVRA. Also on November 2nd, City Attorney Larkin represented Morgan Hill at a meeting of the Board of Directors for what was at the time called the Association of Bay Area Governments (ABAG) Plan Corporation, this is the liability pool that covers the city for claims and tort liability over \$100,000. Due to the merger of ABAG and the Metropolitan Transportation Commission, ABAG will no longer be managing the Plan Corporation. It was our hope that they would stay on as fiscal agents for the Plan Corporation for the next six months while we transition but they declined to do that and instead moved to terminate the contract. As a result, we need to create a Joint Powers Authority (JPA) with an outside vendor for the services. It should be a seamless transition. Finally, item 9 on the agenda tonight is titled "Final Map Approval of Evergreen Rental", the title is correct, and the staff report is correct, however the recommended actions reference a parcel map which is different from a final map. The Council does not see parcel maps and would not be asked to approve a parcel map and clarified that the Council is being asked to approve a final map not a parcel map.

OTHER REPORTS

None.

PROCLAMATIONS

Proclaiming the month of November as Philanthropy Month.

PRESENTATIONS

YAC PRESENTATION - ASSET #41 - POSITIVE CULTURAL IDENTITY

SANTA CLARA VALLEY WATER DISTRICT - ANDERSON DAM PROJECT AND WATER LEVELS UPDATE

Engineering and Utilities Director Karl Bjarke introduced Katherine Obin with the Santa Clara Valley Water District who gave the presentation and answered questions.

Mayor Tate called a recess at 8:06 p.m.

The meeting was reconvened at 8:13 p.m.

PUBLIC COMMENT

The public comment was opened at 8:14 p.m. The following people were called to speak:

Brian Faircloth

Ava Geddes

Janet Pocus

Jose Juarez

Jaclin Cordes

Michele Harvey

Terris Sadler

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

MEETING HANDOUT

ADOPTION OF AGENDA

MOTION

MOTION:

Adopting the agenda as posted.

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

CONSENT CALENDAR

MOTION:

Approving consent calendar items 2, 3, 5, 6, and 8 through 12. Item 4 was pulled for discussion and Mayor Tate recused himself on item 7.

Minutes Acceptance: Minutes of Nov 15, 2017 5:30 PM (CONSENT CALENDAR)

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

2. APPROVE SERVICE MAINTENANCE AGREEMENT WITH SALINAS PUMP COMPANY

Recommendation:

Approve and authorize the City Manager to execute a three-year agreement with Salinas Pump Company in the amount of \$275,000 for on-call routine and emergency repair, maintenance, and rehabilitation of the City's water wells and pump stations.

3. APPROVE PURCHASE OF A CARGO VAN WITH AN UPFIT

Recommendation:

1. Approve purchase of a new Cargo Van with an Upfit from Downtown Ford Sales in the amount of \$39,292.32; and
2. Authorize City Manager to approve purchase order in the amount of \$39,292.32 with Downtown Ford Sales.

4. ITEM PULLED FROM CONSENT

5. AUTHORIZE EXECUTION OF LETTER OF INTENT FOR THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON PROPERTY LOCATED ON APN 728-06-019, HENDRY DRIVE

Recommendation:

Authorize the City Manager to execute a Letter of Intent for the purchase of an agricultural conservation easement.

6. SITE REVIEW, SR2017-0011: W. MAIN – MH LIBRARY: REQUEST FOR A SITE, ARCHITECTURAL AND LANDSCAPE PLAN APPROVAL OF A 6,434-SQUARE FOOT ADDITION TO THE MORGAN HILL LIBRARY LOCATED AT 660 WEST MAIN ST.

Recommendation:

Adopt resolution approving the Design Permit for the Library Expansion project.

7. ITEM PULLED FROM CONSENT

8. FINAL MAP APPROVAL OF WALNUT GROVE ESTATES - TRACT NO. 10422

Recommendation:

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with Newland Homes, LLC and SiliconSage Builders, LLC;
3. Authorize the City Manager to execute a Stormwater Best-Management-Practices (BMP) Operation and Maintenance Agreement pending review and approval by the City Attorney; and
4. Authorize the recordation of the Final Map, Subdivision Improvements Agreement, and the Stormwater BMP Operation and Maintenance Agreement.

9. FINAL MAP APPROVAL OF EVERGREEN RENTAL

Recommendation:

1. Approve the Parcel Map;
2. Authorize the City Manager to execute the Improvement Agreement with MH Evergreen Multi, LLC;
3. Authorize the City Manager to execute a Stormwater Best-Management-Practices (BMP) Operation and Maintenance Agreement pending review and approval by the City Attorney; and
4. Authorize the recordation of the Parcel Map, Improvement Agreement, and the Stormwater BMP Operation and Maintenance Agreement.

10. FINAL MAP APPROVAL OF EVERGREEN FOR SALE - TRACT NO. 10403

Recommendation:

1. Approve the Final Map;
2. Authorize the City Manager to execute the Subdivision Improvements Agreement with MH Evergreen 74, LLC;
3. Authorize the City Manager to execute a Stormwater Best-Management-Practices (BMP) Operation and Maintenance Agreement pending review and approval by the City Attorney; and
4. Authorize the recordation of the Final Map, Subdivision Improvements Agreement, and the Stormwater BMP Operation and Maintenance Agreement.

11. ADOPT ORDINANCE APPROVING ZONING AMENDMENT ZA 2017-0004 CHANGING THE ZONING DESIGNATION OF AN APPROXIMATELY 1.745-ACRE SITE LOCATED ON THE WEST SIDE OF DEL MONTE AVENUE OPPOSITE MATHILDA COURT (ASSESSOR PARCEL NUMBERS 767-16-013, -043) FROM RE 100,000 RESIDENTIAL ESTATE DISTRICT TO R-1 7,000 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT

Recommendation:

Waive the reading, adopt Ordinance No. 2263, 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 NOVEMBER 1, 2017 MEETING MINUTES

Recommendation:

Approve Minutes.

ITEMS PULLED FOR DISCUSSION

4. APPROVE CONCEPTUAL PLAN FOR JACKSON PARK PLAYGROUND ENHANCEMENTS AND APPROPRIATION FOR MATCHING PROJECT FUNDS

Recommendation:

1. Approve conceptual plans for Jackson Park playground enhancements and direct staff to solicit bids; and
2. Adopt resolution approving an appropriation of \$72,327 from the Park Impact Fund (Fund 301) for matching funds.

MOTION:

Approving the recommended action.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Caitlin Jachimowicz, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

7. ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS GIOVANNI DEVELOPMENT - TRACT NO. 9971

Recommendation:

1. Accept the subdivision public improvements for Giovanni Development – Tract No. 9971;
2. Authorize the Director of Engineering and Utilities or his designee to sign a Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

MOTION:

Approving the recommended action.

RESULT:	APPROVED [4 TO 0]
MOVER:	Rene Spring, Council Member
SECONDER:	Larry Carr, Mayor Pro Tem
AYES:	Carr, Constantine, Jachimowicz, Spring
RECUSED:	Tate

OTHER BUSINESS

13. REVIEW OF CITY COUNCIL MEETING SCHEDULE

Recommendation:

1. Review and adjust the City Council meeting schedule as deemed appropriate; and
2. Approve 2018 City Council meeting schedule.

Deputy City Clerk Michelle Wilson presented the report.

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

MOTION:

Approving the City Council meeting schedule changing the State of the City address to Thursday, February 22nd and adding the League of California Cities Conference to the calendar.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

14. APPROVE AGREEMENT WITH CAL-SOAP FOR COLLEGE SCHOLARSHIP PROGRAM

Recommendation:

Authorize the City Manager to enter into an agreement between the City of Morgan Hill and the California Student Opportunity and Access Program (South County Cal-SOAP) to provide a \$25,000 college scholarship to a Morgan Hill student, for a maximum contract amount of \$26,000 with administrative fees.

City Manager Christina Turner provided the report. She then introduced Housing Manager Rebecca Garcia who continued the report. Rebecca Garcia invited Erin Gemar with Cal-Soap up to answer questions.

The public comment was opened at 9:15 p.m.

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

MOTION:

Approving the recommended action adding that the student would be pursuing public service, that it be a Live Oak, Central, or Sobrato student, that the Council have a conversation in the future to define the goals of giving scholarships, and that they review the partnership with Cal-SOAP.

RESULT:	AUTHORIZED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Steve Tate, Mayor
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

15. AWARD OF OUTDOOR SPORTS CENTER ARTIFICIAL TURF REPLACEMENT PROJECT

Recommendation:

1. Adopt resolution amending the Fiscal Year 2017-18 Budget appropriating \$217,000 from the Park Maintenance Fund (302) for the Outdoor Sports Center Artificial Turf Replacement Project for a total budget of \$1,567,000;
2. Award contract to Astroturf USA, Inc. in the amount of \$1,475,437 for the Outdoor Sports Center Artificial Turf Replacement Project;
3. Authorize expenditure of construction contingency funds not to exceed \$51,000; and
4. Authorize the City Manager to execute and administer the construction contract with Astroturf USA, Inc.

Senior Project Manager Yat Cho presented the report.

The public comment was opened at 9:46 p.m.

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

MOTION:

Approving the recommended action.

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

16. 2016 WATER LOSS AUDIT REPORT

Recommendation:

Receive report on 2016 Water Loss Audit Report.

Deputy Director of Utility Services Dan Repp presented the report.

The public comment was opened at 10:08 p.m.

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

MOTION:

Approving the recommended action.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

17. POLICE RESOURCES REPORT

Recommendation:

Accept report on Police resources and update on Public Safety Master Plan recommendations.

Mayor Tate called a recess 10:09 p.m.

The meeting was reconvened at 10:13 p.m.

Chief David Swing provided the report.

The public comment was opened at 10:44 p.m. The following people were called to speak:

Doug Muirhead

Jan Males

Brian Sullivan

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

MOTION:

Approving the recommended action.

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

MOTION:

Extending the meeting to 11:45 p.m.

RESULT:	EXTENDED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

PUBLIC HEARING

18. AN ORDINANCE OF THE CITY OF MORGAN HILL ALLOWING EXISTING RESIDENTIAL DEVELOPMENT PROJECTS WITH A COMMENCEMENT OF CONSTRUCTION REQUIREMENT TO UTILIZE THE EXERCISE OF ALLOTMENT PROVISION PROVIDED

**WITHIN THE RESIDENTIAL DEVELOPMENT CONTROL SYSTEM (RDCS) ORDINANCE
SECTION 18.78.160 OF THE MORGAN HILL MUNICIPAL CODE**

Recommendation:

1. Open/close public hearing;
2. Waive the first and second reading of the Ordinance; and
3. Introduce the Ordinance.

Community Development Director Jennifer Carman presented the report.

The public hearing was opened at 10:56 p.m.

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

MOTION:

Waiving the first and second reading of the ordinance.

RESULT:	WAIVED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

MOTION:

Introducing the ordinance.

RESULT:	INTRODUCED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

19. ADOPT WAGE THEFT PREVENTION ORDINANCE

Recommendation:

1. Open/close public hearing;
2. Waive the first and second reading of the Wage Theft Prevention Ordinance; and
3. Introduce the Ordinance.

City Attorney Donald Larkin presented the report.

The public hearing was opened at 11:03 p.m.

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

MOTION:

Waiving the first and second reading of the ordinance.

RESULT:	WAIVED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

MOTION:

Introducing the Ordinance.

RESULT:	INTRODUCED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

FUTURE COUNCIL INITIATED AGENDA ITEMS

Mayor Tate asked that we look into guidelines or a policy regarding grant matching.

Council Member Spring asked for a discussion at Goal Setting Retreat regarding a process for reviewing funding requests proposed by Council.

Council Member Jachimowicz asked that a report come back perhaps in December on the animal services money and if the money has been used up.

Council Member Spring would like to look into rent control, along with a follow up on House Keys.

Council Member Carr wants to hear more about Sunrise Meadows (House Keys issue).

CLOSED SESSION

Mayor read the closed session into the record.

OPPORTUNITY FOR PUBLIC COMMENT

The public comment was opened at 11:06 p.m.

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

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 11:06 p.m.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Authority: Government Code 54957(b)(1)

Title: City Attorney

RECONVENE

The meeting was reconvened at 11:40 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Donald Larkin announced that there was no reportable action.

ADJOURNMENT

The meeting adjourned at 11:40 p.m.

MINUTES PREPARED BY:

Michelle Wilson, Deputy City Clerk.

Minutes Acceptance: Minutes of Nov 15, 2017 5:30 PM (CONSENT CALENDAR)



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

Wednesday, December 6, 2017 6:15 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

A special meeting of the City Council was called at 6:15 p.m. for the purpose of conducting a closed session.

SPECIAL MEETING

CALL TO ORDER

Mayor Tate called the Special Meeting to order at 6:15 p.m.

ROLL CALL ATTENDANCE

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	

Minutes Acceptance: Minutes of Dec 6, 2017 6:15 PM (CONSENT CALENDAR)

DECLARATION OF POSTING AGENDA

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

CLOSED SESSION

Mayor Tate announced the closed session.

OPPORTUNITY FOR PUBLIC COMMENT

The public comment was opened at 6:16 p.m.

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

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 6:16 p.m.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Authority: Government Code 54957(b)(1)

Title: City Attorney

REGULAR MEETING

The regular meeting convened at 7:00 p.m.

CLOSED SESSION ANNOUNCEMENT

Mayor Tate announced that there was no reportable action.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Spring shared that he had many wonderful experiences recently. He enjoyed the Diwali celebration held at Oakwood School by the Indian Association of South County a few weeks ago. He also very much enjoyed the Philanthropy night event organized by the Morgan Hill Community Foundation celebrating our community's volunteers and philanthropists. He shared that one of the highlights of his first year as Council Member was the ribbon cutting for our three parks last Saturday. It was amazing to see so many people attending these wonderful events.

He admitted that he has not slept well over the past few nights and addressed the recent news and allegations regarding Council Member Carr and shared his feelings about the situation.

CITY MANAGER'S REPORT

City Manager Christina Turner spoke to the evening's supplements and presentations. She then shared that the three park openings that took place this past weekend were very successful. She announced that City offices will be closed December 22, 2017 through January 1, 2018 for the holidays. She provided a

brief update on the City's Below Market Rate housing program. She concluded by requesting that the meeting be adjourned in honor of former City Manager Steve Rymer's daughter Michelle Schull.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin had no report.

OTHER REPORTS

Council Member Jachimowicz shared that the Mayor and Council have all designated Safety as the number one Council priority and reiterated to the community that if you are in immediate danger or someone you know is in immediate danger to please call 911. She also shared some helpful resources for any that may need them; 1-800-END-SADV (800-363-7238); Safe Chat Silicon Valley which can be accessed at safechatstv.org is a pilot program with four organizations in our community and is available if you need to speak to someone regarding anything from human trafficking, workplace violence, violence in the home, etc. If you are not safe in your home to make a phone call, this is an opportunity to make contact from your computer. She also shared that you can walk into any City facility and there is always someone available to help.

OATHS OF OFFICE

Community Emergency Response Team (CERT) Oaths of Office.

City Clerk Irma Torrez administered the oaths of office.

PUBLIC COMMENT

The public comment was opened at 7:16 p.m. The following people were called to speak:

Ann Horner

Larry Talbot

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

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

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

CONSENT CALENDAR

MOTION:

Approving consent calendar items 1 through 8 and 10 through 18.

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

1. ACCEPT DONATION FROM ANYTIME FITNESS FUNDRAISING EVENT FOR POLICE PROGRAMS

Recommendation:

Adopt resolution approving an amendment to the City's Fiscal Year 2017-18 budget to accept \$4,250 in donations from a fundraiser held by Anytime Fitness to benefit the Police Department and appropriate \$4,250 for expenditures for the Police Explorers, Range, and K-9 programs.

2. LEADERSHIP MORGAN HILL 2017 PUPS IN NEED - ADDITIONAL DONATION

Recommendation:

Adopt resolution accepting a final donation of \$2,370 from the Leadership Morgan Hill Class of 2017 for the Pups in Need - Morgan Hill Police Department Kennel Makeover.

3. APPROVE SERVICE AGREEMENT FOR DESIGN PROFESSIONALS WITH WESTON MILES ARCHITECTS, INC. FOR DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE CENTENNIAL RECREATION CENTER EXPANSION PROJECT

Recommendation:

1. Authorize the City Manager to execute and administer an agreement with Weston Miles Architects, Inc. for design and construction support services for the Centennial Recreation Center Expansion Project in an amount not to exceed \$225,400; and
2. Adopt resolution appropriating an additional \$65,400 to the project from the Recreation Center Impact Fund.

4. APPROVE AGREEMENT FOR CRC CONCESSIONS

Recommendation:

Approve a Concessionaire License Agreement with Sycamore Concessions Company for the operation of a concession food and beverage station at the Centennial Recreation Center and authorize the City Manager to execute all associated documents and agreements.

5. AWARD OF OUTDOOR SPORTS CENTER ARTIFICIAL TURF PROJECT

Recommendation:

1. Correct the award of contract for the Outdoor Sports Center Artificial Turf Project to reflect the proper entity, Valley Precision Grading, Inc. in the amount of \$1,475,437;
2. Authorize expenditure of construction contingency funds not to exceed \$51,000; and
3. Authorize the City Manager to execute and administer the construction contract with Valley Precision Grading, Inc.

6. AWARD CONTRACT FOR LANDSCAPE MAINTENANCE: PARK MOWING, MEDIANS, AND DOWNTOWN

Recommendation:

Authorize the City Manager to execute and administer a Maintenance Services Agreement with Brightview Landscape Services for \$261,552 to service Group 1: City Parks Mowing, Group 3: Medians, and Group 6: Downtown for two years.

7. ADOPT RESOLUTION SETTING PUBLIC HEARING DATE FOR 2018 HAZARDOUS VEGETATION PROGRAM

Recommendation:

Adopt resolution declaring weeds and brush to be a nuisance and setting the hazardous vegetation public hearing on February 7, 2018.

8. GRANT APPLICATION TO THE SANTA CLARA VALLEY OPEN SPACE AUTHORITY FOR THE WEST LITTLE LLAGAS CREEK INTERPRETIVE WILDLIFE TRAIL PROJECT

Recommendation:

Adopt resolution approving the submission of a grant application to the Santa Clara Valley Open Space Authority, authorizing the City Manager to execute grant documents if the grant application is successful.

9. ITEM PULLED FROM CONSENT

10. ACQUISITION OF PORTIONS OF PROPERTY (TRAN/DO) APN'S 767-03-039, -041, & -042 FOR THE HALE AVENUE EXTENSION PROJECT

Recommendation:

1. Adopt resolution approving the property purchase for portions of property on APN's 767-03-039, -041, -042 for \$1,142,000 plus escrow and closing costs from Luc Van Tran and Hong Phuoc Thi Do, as Trustees of the Tran/Do Family Trust for the Hale Avenue Extension Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to consummate the transaction.

11. ACQUISITION OF PROPERTY (GIANCOLA) APN 767-05-037 FOR THE HALE AVENUE EXTENSION PROJECT

Recommendation:

1. Adopt resolution approving the property purchase of APN 767-05-037 for \$36,400 plus escrow and closing costs from John A. Giancola & Sons, Inc. for the Hale Avenue Extension Project, and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to consummate the transaction.

12. NINTH SEMI-ANNUAL REPORT ON POST-ISSUANCE COMPLIANCE FOR TAX ADVANTAGED BONDS

Recommendation:

Receive and accept report.

13. COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2017

Recommendation:

Accept the City's Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2017.

14. RECEIVE AND FILE THE ANNUAL SB 165 REPORT FOR COMMUNITY FACILITIES DISTRICT NO. 2014-1 (FISHER CREEK)

Recommendation:

Receive and file the report.

15. AB 1600 DEVELOPMENT IMPACT FEE REPORT FOR FISCAL YEAR 2016-17

Recommendation:

Adopt resolution making findings for unexpended development impact fees and accept the annual development impact fee report.

16. "CITY COUNCIL TERM LIMIT" INITIATIVE PETITION

Recommendation:

Receive report.

17. ADOPT AN UNCODIFIED ORDINANCE OF THE CITY OF MORGAN HILL ALLOWING EXISTING RESIDENTIAL DEVELOPMENT PROJECTS WITH A COMMENCEMENT OF CONSTRUCTION REQUIREMENT TO UTILIZE THE EXERCISE OF ALLOTMENT PROVISION PROVIDED WITHIN THE RESIDENTIAL DEVELOPMENT CONTROL SYSTEM (RDOS) ORDINANCE SECTION 18.78.160 OF THE MORGAN HILL MUNICIPAL CODE

Recommendation:

Waive the reading, adopt Ordinance No. 2264, 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.

18. ADOPT ORDINANCE ADDING A NEW CHAPTER 15.38 ("WAGE THEFT PREVENTION") TO TITLE 15 ("BUILDINGS AND CONSTRUCTION") OF THE MORGAN HILL MUNICIPAL CODE

Recommendation:

Waive the reading, adopt Ordinance No. 2265, 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.

ITEMS PULLED FOR DISCUSSION

9. ACCEPTANCE OF SUBDIVISION PUBLIC IMPROVEMENTS - VILLAGE CENTER - TRACT NO. 10219

Recommendation:

1. Accept the subdivision public improvements for Village Center – Tract No. 10219;
2. Authorize the Deputy Director of Engineering or his designee to sign a Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the Recorder of Santa Clara County.

MOTION:

Approving the recommended action.

RESULT:	ACCEPTED [4 TO 0]
MOVER:	Rene Spring, Council Member
SECONDER:	Rich Constantine, Council Member
AYES:	Tate, Constantine, Jachimowicz, Spring
ABSTAIN:	Carr

OTHER BUSINESS

19. DOWNTOWN SPECIAL EVENTS AND STREET CLOSURES

Recommendation:

Approve the proposed revised Downtown Special Events Street Closure Policy.

Community Services Director Chris Ghione presented the report. City Attorney Donald Larkin addressed comments made in a letter submitted as a supplement.

The public comment was opened at 7:32 p.m. The following people were called to speak.

Diane Dasovic

John McKay

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

Mayor Tate called a recess at 8:18 p.m.

The meeting was reconvened at 8:24 p.m.

RESULT:	NO ACTION TAKEN
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20. ESTABLISHMENT OF ADMINISTRATIVE PROCESS TO CONSIDER HAZARDOUS VEGETATION PROGRAM CHARGES

Recommendation:

Direct staff to prepare an ordinance establishing an administrative process for hazardous vegetation abatement program charges.

Program Administrator Anthony Eulo presented the report.

The public comment was opened at 8:28 p.m.

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

MOTION:

Directing staff to prepare an ordinance establishing an administrative process for hazardous vegetation abatement program charges based on option 2 - Local Hearing Before County Administrative Hearing.

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

21. ANIMAL SERVICES UPDATE

Recommendation:

1. Receive report; and
2. Direct City staff to explore alternative regional approach to animal services.

Police Sergeant Bill Norman and Police Captain Shane Palsgrove presented the report.

The public comment was opened at 8:44 p.m.

Ava Geddes was called to speak.

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

MOTION:

Directing staff to explore alternative regional approaches to animal services with the idea of accepting the County's offer of an annual set amount for animal sheltering and exploring emergency veterinary service alternatives.

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

22. SEPTEMBER 2017 FINANCIAL AND INVESTMENT REPORT

Recommendation:

Accept and file report.

Finance Director Dat Nguyen presented the report.

The public comment was opened at 8:57 p.m.

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

RESULT:	NO ACTION TAKEN
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23. APPROVE CITY MANAGER HOME LOAN

Recommendation:

1. Adopt resolution approving a housing loan to the City Manager in the amount not to exceed \$1,300,000 and authorizing the Mayor to sign all necessary loan documents; and
2. Amend the budget up to a maximum of \$1,300,000.

Mayor Tate presented the report.

The public comment was opened at 9:00 pm.

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

MOTION:

Approving the recommended action.

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

PUBLIC HEARING

24. GENERAL PLAN AMENDMENTS, GPA2017-0001 AND -0002: CITY OF MORGAN HILL. AMENDMENTS TO THE MORGAN HILL 2035 GENERAL PLAN TO CORRECT MISCELLANEOUS LAND USE MAP AND TEXT ERRORS

Recommendation:

Adopt resolution approving amendments to the Morgan Hill 2035 General Plan.

Community Development Director Jennifer Carman presented the report.

The public hearing was opened at 9:01 p.m.

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

MOTION:

Approving the recommended action.

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

25. PURCHASE AND SALE AGREEMENT BETWEEN CITY OF MORGAN HILL AND GRANARY LLC, FOR THE GRANARY BUILDING EXPANSION PROJECT

Recommendation:

Adopt resolution approving Purchase and Sale Agreement by and between the City of Morgan Hill and Granary LLC, for the Granary Building Expansion Project and directing the City Manager to take all actions required to execute the Agreement.

Council Member Carr excused himself from the dais.

Assistant City Manager Leslie Little presented the report.

The public hearing was opened at 9:07 p.m. The following people were called to speak:

John McKay

Charles Weston

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

MOTION:

Approving the recommended action.

RESULT:	ADOPTED [4 TO 0]
MOVER:	Rich Constantine, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Tate, Constantine, Jachimowicz, Spring
RECUSED:	Carr

26. WA2017-0001 DIANA - GROSSWEILER- PETITION TO CANCEL WILLIAMSON ACT CONTRACT FOR PROPERTY, IDENTIFIED BY ASSESSOR PARCEL NUMBER 726-09-002

Recommendation:

1. Open/close public hearing; and
2. Adopt resolution.

Interim Principal Planner Gina Paolini presented the report.

The public hearing was opened at 9:14 p.m.

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

MOTION:

Approving the recommended action.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Rich Constantine, Council Member
SECONDER:	Steve Tate, Mayor
AYES:	Tate, Constantine, Jachimowicz
NAYS:	Carr, Spring

27. ZONING AMENDMENT, ZA2017-0009: EAST DUNNE - YOUNG: A REQUEST TO AMEND THE ZONING DESIGNATION ON A 3.49-ACRE PARCEL LOCATED ON THE NORTH SIDE OF EAST DUNNE AVENUE APPROXIMATELY 610 FEET WEST OF WALNUT GROVE DRIVE FROM THE R-2 3,500 TO R-3 MEDIUM DENSITY ZONING DISTRICT

Recommendation:

1. Open/close public hearing;
2. Waive first and second reading of the ordinance; and
3. Introduce ordinance approving amendment to the City zoning map.

Community Development Director Jennifer Carman presented the report.

The public hearing was opened at 9:27 p.m.

Dick Oliver was called to speak.

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

MOTION:

Waiving the first and second reading of the ordinance.

RESULT:	WAIVED [4 TO 1]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz
NAYS:	Spring

MOTION:

Introducing the ordinance.

RESULT:	INTRODUCED [4 TO 1]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz
NAYS:	Spring

28. ZA2017-0008: MONTEREY-DOBKIN: REQUEST FOR A ZONING MAP AMENDMENT FROM THE ML - LIGHT INDUSTRIAL ZONING DISTRICT TO THE R-3 MEDIUM DENSITY RESIDENTIAL DISTRICT FOR A 5.66 GROSS ACRE SITE IDENTIFIED BY ASSESSOR PARCEL NUMBER 726-25-006 LOCATED ON THE EAST SIDE OF MONTEREY ROAD OPPOSITE THE SOUTHERLY TERMINUS OF OLD MONTEREY ROAD

Recommendation:

1. Open/close public hearing;
2. Waive the first and second reading of Ordinance approving zoning amendment; and
3. Introduce Ordinance.

Community Development Director Jennifer Carman presented the report.

The public hearing was opened at 9:46 p.m.

Phil Kerr was called to speak and provided a presentation.

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

MOTION:

Denying the rezoning request.

RESULT:	DENYED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

29. ZA2017-0005, EA2017-007: WATSONVILLE - BLACKROCK-ZONING AMENDMENT FROM RE 40,000-RPD TO RE 40,000 FOR PROPERTY IDENTIFIED BY ASSESSOR PARCEL NUMBER 779-02-023 LOCATED AT WATSONVILLE ROAD AND SANTA TERESA BOULEVARD.

Recommendation:

1. Open/close public hearing;
2. Adopt resolution denying Zoning Amendment ZA2017-0005;
OR
2. Waive the first and second reading of the ordinance approving the rezone; and
3. Introduce the ordinance.

Interim Principal Planner Gina Paolini presented the report.

The public hearing was opened at 10:06 p.m. The following people were called to speak:

Rocke Garcia

Mark Wiselogel

Bruce Schlegel

Nino Gallo

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

MOTION:

Adopting resolution denying Zoning Amendment ZA2017-0005.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Rich Constantine, Council Member
SECONDER:	Larry Carr, Mayor Pro Tem
AYES:	Tate, Carr, Constantine, Jachimowicz
NAYS:	Spring

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Jachimowicz asked for a way for the Council to have a legal analysis from the City Attorney regarding the Council ethics policy.

Mayor Tate asked for a better economic development understanding of mixed use projects.

ADJOURNMENT

Mayor Tate adjourned the meeting at 10:22 p.m. in remembrance of Michelle Schull.

MINUTES PREPARED BY:

Michelle Wilson, Deputy City Clerk



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

Wednesday, December 20, 2017 5:30 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL MEETING

A Special Meeting of the City Council was called at 5:30 p.m. for the purpose of conducting City business in lieu of the regularly scheduled meeting at 7:00 p.m.

CALL TO ORDER

Mayor Tate called the meeting to order at 5:32 p.m.

ROLL CALL ATTENDANCE

Deputy City Clerk Michelle 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 OF AGENDA

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

Minutes Acceptance: Minutes of Dec 20, 2017 5:30 PM (CONSENT CALENDAR)

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Constantine shared that the Policy Advisory Committee (PAC) for the Valley Transportation Authority (VTA) met recently and are working on the SR-85 transit guideway study. At the last meeting they reviewed the market analysis, in early 2018 they will look at the design project alternatives, in spring the alternative analysis will be reviewed, and in late 2018 the PAC will send its recommendations to the VTA Board. He also shared that he serves on the League of California Cities (LCC) Governance Transparency and Labor Relations Committee (GTLR) and he was elected as the vice-chair of that committee. Some of the issues that they will be addressing in 2018 are pension litigation, JPA litigation, California Voting Rights Act modification, consolidated elections cleanup, litigation mediation, prohibitions for contracting services (AB1250) and body-worn camera legislation, specifically the mandating of storage, retention, and public release. He wished the community Happy Holidays and Merry Christmas.

CITY MANAGER'S REPORT

City Manager Christina Turner announced the evening's supplements and presentations. She shared that in regards to item 4, Tree Dedication, on the evening's agenda, there are some teammates who have stepped forward and would like to cover the cost of the dedication plaque. She announced that the City received the Exemplary Water Access Award from the County of Santa Clara Public Health Department. The City also received the Silicon Valley Structures Award for our Fourth Street Parking Garage for community impact from the Silicon Valley Business Journal.

CITY ATTORNEY'S REPORT

Assistant City Attorney Cynthia Hasson had no report.

OTHER REPORTS

Council Member Carr commented that starting on January 1st there will be some changes to our public transportation system including, within a certain amount of time, free transfers. This includes the clipper cards. Youth fares will be reduced, some other fares are increasing, and there will be some changes and improvements to the service provided. He also mentioned a great event he and Council Member Spring attended that took place on Saturday December 16th called Wreaths Across America. Here in Morgan Hill a gentleman named Terry Johnson has helped put the event on for several years. It is a national event in which on the same Saturday in December, communities across the country lay wreaths on the grave sites of veterans. He shared that Paul Kloecker from Gilroy recently passed away and the services will be held on Friday, December 22nd.

PRESENTATIONS

YAC Presentation- Asset #1- Family Support

YAC PRESENTATION- ASSET #1- FAMILY SUPPORT

PUBLIC COMMENT

The public comment was opened at 5:44 p.m. The following people were called to speak:

Holly Horner

Teresa Stephenson

Carol O'Hare

Ann Horner

David Sebald

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

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

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

CONSENT CALENDAR

MOTION:

Approving consent calendar items 1 through 3, 5 and 6.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Caitlin Jachimowicz, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

1. OCTOBER 2017 FINANCIAL AND INVESTMENT REPORT

Recommendation:

Accept and file report.

2. APPROVE FOURTH AMENDMENT TO CONTRACT WITH LEONE AND ALBERTS

Recommendation:

Authorize City Manager to Execute Fourth Amendment to Legal Services Consultant Agreement With Leone and Alberts for Litigation Services For a Total Not to Exceed Amount of \$140,000.

3. UPDATE ON INCLUSIVENESS RELATING TO IMMIGRATION CHALLENGES

Recommendation:

Receive and accept report on inclusiveness relating to immigration challenges.

4. ITEM PULLED FOR DISCUSSION

5. CITY CORRESPONDENCE REGARDING TAX CUTS AND JOBS ACT (H.R.1)

Recommendation:

Receive legislative correspondence in support of an amendment submitted by Representatives Lance and Gottheimer to improve the Tax Cuts and Jobs Act (H.R.1).

6. ADOPT RESOLUTION APPROVING A REVISED SALARY SCHEDULE FOR PART-TIME TEMPORARY AND SEASONAL EMPLOYEES WHICH REFLECTS MINIMUM WAGE INCREASES AND OTHER SALARY ADJUSTMENTS

Recommendation:

Adopt Part-Time Temporary and Seasonal Employees Resolution increasing selected classification salary ranges, including minimum wage increase, and adding and reclassifying certain job classifications, effective the pay period including January 1, 2018.

ITEMS PULLED FOR DISCUSSION

4. APPROVE TREE DEDICATION

Recommendation:

Approve the dedication of a tree at the Civic Center to Michelle Schull, daughter of former City Manager Steve Rymer.

The public comment was opened at 5:55 p.m.

Katie and Kelly were called to speak

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

MOTION:

Approving the recommended action.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rich Constantine, Council Member
SECONDER:	Caitlin Jachimowicz, Council Member
AYES:	Tate, Carr, Constantine, Jachimowicz, Spring

PUBLIC HEARING

7. TAX AND EQUITY FISCAL RESPONSIBILITY ACT (TEFRA) HEARING APPROVING ISSUANCE OF BONDS FOR THE 39-UNIT CROSSINGS ON MONTEREY AFFORDABLE HOUSING PROJECT AT 16800 MONTEREY ROAD, APN 817-36-033 AND 032 (NE CORNER MONTEREY ROAD AND BISCEGLIA AVENUE)

Recommendation:

1. Open/close public hearing consistent with the requirements of the Federal Tax and Equity Fiscal Responsibility Act ("TEFRA") and Section 147 (f) of the Internal Revenue Code of 1986, as amended (the "Code"); and
2. Adopt resolution approving the issuance of bonds by the California Statewide Communities Development Authority (CSCDA), for Urban Housing Communities (UHC) 00661 Morgan Hill, L.P., a UHC affiliate, to provide for the financing of the 39- unit Crossings on Monterey Affordable Housing Project.

Assistant City Manager for Community Development Leslie Little provided the report.

The public hearing was opened at 6:05 p.m.

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

MOTION:

Approving the recommended action.

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

OTHER BUSINESS**8. SANTA CLARA VALLEY AGRICULTURAL PLAN**

Recommendation:

Accept presentation and provide input to County staff.

Program Administrator Tony Eulo introduced Rob Eastwood with the County of Santa Clara who provided the report.

The public comment was opened at 6:43 p.m. The following people were called to speak:

Sharon Sono

Gordon Jacoby

John Telfer

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

The public comment was re-opened at 7:03 p.m.

Georgia Sono was called to speak.

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

RESULT:	NO ACTION TAKEN
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9. 2018 AMGEN TOUR OF CALIFORNIA

Recommendation:

1. Approve the City acting as a host of the Amgen Tour of California Time Trial race on May 16, 2018, provided special event plan is approved by the City Manager;
2. Direct the City Manager to negotiate and execute an agreement with AEG Cycling, and if necessary, with San Jose Sports Authority, to provide services and support for the Tour in an amount not to exceed \$40,000 to be funded by the General Fund;
3. Approve \$15,000 for marketing and branding opportunities, including the creation of a 30 second commercial to be broadcast on national television during the race; and
4. Adopt resolution appropriating \$55,000 from the General Fund (010) for this event.

Economic Development Director Edith Ramirez provided the report.

The public comment was opened at 7:19 p.m. The following people were called to speak:

Brittney Sherman

LaRene Green

Robert Shorly

John McKay

Seth Rand

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

MOTION:

Approving the recommended action.

John with San Jose Sports Authority presented the Mayor with the framed yellow leader jersey for hosting the AMGEN tour.

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

10. ADOPT UNCODIFIED ORDINANCE REAUTHORIZING CHAPTER 5.21 - STATE VIDEO FRANCHISES OF THE MORGAN HILL MUNICIPAL CODE

Recommendation:

1. Waive the first and second reading of the ordinance; and
2. Introduce and Adopt Urgency Ordinance reaffirming and reauthorizing Chapter 5.21 – State Video Franchises of the Morgan Hill Municipal Code.

Program Administrator Tony Eulo provided the report.

The public comment was opened at 7:38 p.m.

Doug Muirhead was called to speak.

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

MOTION:

Waiving the first and second reading of the ordinance.

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

MOTION:

Introducing the ordinance.

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

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Constantine asked that the meeting be adjourned in the memory of the CalFire firefighter from San Diego County who passed away fighting the fires in Southern California.

ADJOURNMENT

The meeting adjourned at 7:45 p.m. in honor of the CalFire firefighter from San Diego County who passed away fighting the fires in Southern California.

MINUTES PREPARED BY:

Michelle Wilson, Deputy City Clerk



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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:



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Regional Initiatives

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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: January 17, 2018

PREPARED BY: Steve Tate, Mayor

APPROVED BY: City Manager

APPROVAL OF AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR THE CITY ATTORNEY

RECOMMENDATION(S)

1. Approve Amended and Restated Employment Agreement for the City Attorney, Mr. Donald Larkin; and
2. Authorize the Mayor to execute the agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

Fostering a Positive Organizational Culture

Preserving and Cultivating Public Trust

REPORT NARRATIVE:

The City Council directly appoints the City Attorney and has approved an employment agreement establishing the terms and conditions of employment of the City Attorney. Donald Larkin has been the City Attorney since July 11, 2016. The only recommended change to Mr. Larkin's agreement is an increase in base salary compensation from \$215,000 to \$222,000, representing an increase of approximately 3% effective January 1, 2018. The Amended and Restated Employment Agreement, pursuant to its terms, would be automatically extended each July 1 unless terminated by either party, subject to future amendment by the parties.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the proposed Amended and Restated Employment Agreement for the City Attorney.

ALTERNATIVE ACTIONS:

By its terms, the previous employment agreement of the City Attorney remains in effect. The City Council could take no action on this item and leave the prior agreement in effect.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council appointed the City Attorney and approved the City Attorney's Employment Agreement effective July 11, 2016.

FISCAL AND RESOURCE IMPACT:

There are sufficient funds available within the City Attorney's Department budget to accommodate the increase through the remainder of fiscal year 2017/18.

CEQA (California Environmental Quality Act):

Amending the City Attorney's Employment Agreement is an administrative governmental activity that will not result in direct or indirect physical changes in the environment. Appropriate environmental review will occur as projects are identified, designed and implemented.

LINKS/ATTACHMENTS:

1. AMENDED AND RESTATED Larkin Agreement January 2018

AMENDED AND RESTATED
EMPLOYMENT AGREEMENT
BETWEEN CITY OF MORGAN HILL
AND
DONALD LARKIN

This Amended and Restated Employment Agreement ("Agreement") between the City of Morgan Hill ("CITY") and Donald Larkin ("LARKIN") is hereby executed by and between the parties this ____ day of _____ 2018, with an effective date of January 1, 2018 (the "Effective Date").

RECITALS

- A. Effective July 11, 2016, LARKIN was appointed by CITY to serve as City Attorney of Morgan Hill and General Counsel to the Successor Agency for the CITY's Successor Agency ("SA"), as currently provided by Title 2, Chapter 2.09 of the Municipal Code of the City of Morgan Hill; and
- B. At a duly noticed public meeting held on May 4, 2016, the City Council approved this Agreement effective as of July 11, 2016.

AGREEMENT

In consideration of the mutual promises set forth herein and for good and valuable consideration hereby acknowledged, the parties agree as follows:

- 1. **Parties**: The parties to this agreement ("Agreement") are CITY and LARKIN (hereinafter collectively ("the Parties")).
- 2. **Purpose**: The purpose of this Agreement is to provide the terms for the employment of LARKIN as City Attorney of CITY, as currently provided by Title 2, Chapter 2.09 of the Municipal Code of CITY.
- 3. **Duties**: CITY hereby agrees to employ LARKIN to perform the functions and duties of City Attorney for the CITY and General Counsel of the Successor Agency for the CITY's Successor Agency ("SA") as specified in the Municipal Code of the City of Morgan Hill, the Job Description, and any other applicable Ordinances, Resolutions or Policies, and to perform such other legally permissible and proper duties and functions as the City council shall from time-to-time assign. LARKIN agrees that, to the best of his ability and experience, he will at all times loyally and conscientiously perform all of the duties and obligations required of him either expressly or implicitly by the terms of the Agreement. LARKIN also warrants that he meets the qualification for employment recited in the job description bulletin released by the CITY in connection with the position being assumed by LARKIN through this Agreement. LARKIN agrees to work Full Time for the CITY and

SA and not to engage in any other practice of law except as specifically permitted herein. The term "Full Time" shall not preclude LARKIN from working from time-to-time on pro bono legal services. Such work is expressly permitted so long as it does not interfere in any way with his work as City Attorney or present any conflict of interest that creates an adverse consequence for the CITY. Further, working Full Time shall not be construed to preclude occasional teaching, writing or pro bono service performed on LARKIN's time off.

4. Term of Agreement:

4.1 CITY and LARKIN agree that employment shall start on or before July 11, 2016.

4.2 LARKIN agrees to remain in the employ of the CITY until July 1, 2018 ("Termination Date") and agrees to forebear from accepting other full-time employment until the Termination Date, unless such Termination Date is modified as provided hereafter.

4.3 On July 1, 2018, and every July 1st thereafter, the Termination Date of the Agreement shall be automatically extended for an additional year unless by December 31 of the preceding year the City provides written notice to LARKIN of its determination to not extend the term. In the event of such written notice, the termination date of the Agreement shall be June 30 of the following calendar year, i.e., six (6) months subsequent to the notice.

5. Separation from Employment:

5.1 The City Council may terminate the services of LARKIN at any time, for any reason or no reason, it being expressly understood and agreed between the parties that LARKIN serves as an at-will employee of the City Council.

5.2 Only in the event of termination from employment by the City Council without "Good Cause," as defined below, shall LARKIN be entitled to receive compensation consisting of a lump-sum payment of six (6) months of base salary and Benefits, as defined below (collectively "Severance Payment"). "Good Cause" shall include, but not be limited to, breach of contract, embezzlement, fraud, disbarment or suspension from any state bar, self-dealing, abandonment of the job, conviction of any felony, conviction of a misdemeanor involving moral turpitude, any illegal act involving personal gain to LARKIN, or disability as defined in Paragraph 6, below. No Severance Payment shall be made if the term of the Agreement is complete and the Agreement is not renewed or extended.

"Benefits" shall include all benefits payable to or on behalf of LARKIN with the exception of: vacation, management leave, and administrative leave (other than those amounts

already earned by LARKIN as of the date of separation). Both salary and benefits shall be computed as of the rates in effect as of the date of separation from employment.

The Severance Payment will release CITY from any further obligations under the Agreement, and any claims of any nature that LARKIN might have against the CITY by virtue of his employment or termination thereof. Contemporaneously with the delivery of the Severance Payment and in consideration therefore, LARKIN agrees to execute and deliver to the CITY a signed document releasing CITY of all claims that LARKIN may have against CITY. In return for such Severance Payment, LARKIN agrees to be available for consultation and assistance to the Interim City Attorney or any other Council appointee.

If, and only if, LARKIN is not terminated for the Good Cause set forth above, LARKIN shall be entitled to severance in an amount equal to the difference between the Severance Payment and any amount of CITY insurance disability payments he received in the first year of Disability, defined below in paragraph 6. Such payment shall be made monthly or in a lump sum at the CITY's sole discretion. Such payment shall not exceed the Severance Payment and such payment shall not exceed the difference, in the first year, between the Severance Payment and any amount of CITY Insurance disability payments. Such payment shall be treated as the Severance Payment for all other purposes.

5.3 LARKIN may resign at any time from his position with the CITY provided that he gives the CITY thirty (30) days' written notice. Should LARKIN not provide the CITY with thirty (30) days' written notice, he shall not be entitled to cash out of any benefits other than as required by law.

6. **Disability:** "Disability" shall be defined as the inability to perform the full range of the duties and essential functions of the employee's position because of sickness, accident, injury, mental incapacity or other health reasons, for a period of four (4) successive weeks beyond exhaustion of all accrued sick leave and exhaustion of all leave available under the Americans with Disabilities Act, the California Fair Employment and Housing Act, the Family Medical Leave Act, the California Family Leave Act and any other statutorily provided leave.

7. **Compensation:**

7.1 CITY shall pay LARKIN the annual salary of Two Hundred Twenty-Two Thousand Dollars (\$222,000).

7.2 CITY agrees to provide LARKIN a car allowance of Five Hundred Dollars (\$500) per month.

7.3 CITY agrees to pay LARKIN's California State Bar membership dues and expenses reasonably incurred to satisfy his MCLE requirements. All other professional

development, conference fees and similar expenses are to be paid out of the City Attorney's Department Budget as provided in Paragraph 11.

7.4 LARKIN shall be entitled to the same benefits provided to CITY employees in the range of the "A" group of the City's Management salary resolution to the extent that provision of such benefits are not in conflict or duplicative of the specific benefits set forth in this Agreement.

7.5 CITY shall pay a total of five percent (5%) of LARKIN's base salary into CITY's deferred compensation plans. LARKIN may apportion the CITY's contribution between the CITY's plans as he desires, but in no event shall the CITY's total contribution exceed the percentages listed herein. Payments shall be made on the same schedule as salary payments. In the event the deferred compensation exceeds the Federal deferred compensation maximum, LARKIN shall have the compensation paid in a taxable form.

7.6 LARKIN shall receive no annual cost of living adjustment ("COLA") in his base salary during the initial term of this Agreement, i.e. prior to July 1, 2018. Thereafter, except as otherwise provided in this Agreement, on each July 1 (commencing on July 1, 2018) while LARKIN is employed under this Agreement, LARKIN shall receive a COLA increase in base salary equal to the percentage increase in the San Francisco-Oakland/San Jose Urban Wage Earner Index, Base Rate Index for the twelve month period ending on June 30.

8. **Performance Goals and Evaluation:** The City Council shall review and evaluate the performance of LARKIN annually on or prior to December 31 during each year of his employment starting in the first full year of his employment. These evaluations shall be private and confidential, and the results shall be summarized and discussed in closed session, to the extent permitted by law. Nothing in this provision shall prevent the parties from evaluation of performance at times other than as stated herein. Any delay or other failure to satisfy any or all of the evaluation steps described herein shall not affect the CITY's or LARKIN's rights regarding separation from employment or obligations under this Agreement.
9. **Sick Leave, Holidays, Vacation, Leave without Pay, Bereavement Leave, Sick Leave Buy Out and Management Leave:** LARKIN shall be entitled to accrue, and to have credited to his personal account, vacation at the annual accrual rate of one hundred twenty (120) hours per year. Sick leave shall be as provided to department directors. However, LARKIN shall begin employment with a balance of five (5) days of vacation (40 hours) and five (5) days of sick leave (40 hours). LARKIN shall be entitled to holiday, leave without pay, bereavement leave and sick leave buy-out the same as other management employees of the CITY. LARKIN shall be entitled to accrual of vacation time to the extent such benefit is offered to other management employees. In addition to the management leave granted to other management employees LARKIN is entitled to an additional 72 hours of management leave.

10. **Retirement:** LARKIN shall make periodic payments to CalPERS in an amount commensurate with CITY employees in the range of the "A" group of the CITY's Management Salary Resolution. Beginning with CalPERS rates effective on July 1, 2014, LARKIN agrees to pay fifty percent (50%) of future rate increases charged by CalPERS to CITY as an employer.
11. **Professional Development:** The CITY hereby agrees to budget for and to pay membership fees/dues, conference/meeting registrations, and the travel and subsistence expenses of LARKIN for professional development and official travel, meetings and occasions adequate to continue the professional development of the City Attorney and to adequately pursue necessary official and other functions of the CITY, including, but not limited to, the Annual Conference of the League of California Cities, and the Spring City Attorneys' Conference. Travel and conference expenses shall be reimbursed for reasonable expenses only, and in accordance with the City's standard policies governing travel and conference expense reimbursement.
12. **Housing loan:** CITY agrees to loan LARKIN a maximum of Nine Hundred Thousand Dollars (\$900,000) to purchase a residence and property (Property) within the City of Morgan Hill. Said loan proceeds shall be used to purchase Property within the Morgan Hill City limits should Larkin elect to do so, which Property would be LARKIN'S primary residence. Said loan shall be evidenced by a Promissory Note made by LARKIN payable to the CITY and secured by a First Deed of Trust on the Property. The principal amount of the loan shall bear interest at the 10 Year Treasury Rate plus one quarter percent (0.25%) rounded to the nearest one eighth percent (0.125%) amortized over a thirty 30-year period and recalculated according to the same formula on the 10th and 20th anniversary dates of the loan. LARKIN shall pay principal and interest for fifty percent (50%) of the loan amount and interest only for the remaining fifty percent (50%) of the loan amount. Principal and interest shall be amortized and payable in equal bi-weekly installments through an automatic payroll deduction with the entire balance due in 30 years. The loan may be prepaid earlier without penalty. Payoff of the Promissory Note shall occur within 12 months of voluntary or involuntary separation from employment with the CITY. LARKIN agrees to a recourse loan. LARKIN shall be responsible to pay all applicable taxes, insurance and homeowner fees and shall be responsible at his expense to maintain the property in good and habitable conditions at all times. This housing provision is available to LARKIN through July 31, 2018, and may be extended upon mutual agreement of the parties.
13. **Non-Liability of Officials and Employees:** No official or employee of the CITY shall be personally liable for any default or liability under this Agreement.
14. **Bonding:** CITY shall bear the full cost of any fidelity or other bonds required of LARKIN under any law or ordinance.
15. **Other Terms and Conditions of Employment:**

15.1 The City Council, in conjunction with LARKIN, shall fix any other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of LARKIN, provided such terms and conditions are not inconsistent with or conflict with the provisions of this Agreement or other applicable law.

15.2 Except as provided herein, all provisions of the CITY's Municipal Code, and regulations and rules of the CITY relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the City Attorney as they do other employees of the CITY, in addition to said benefits enumerated specifically for the benefit of LARKIN, except as to the extent that such rules and regulation are in conflict with this Agreement.

16. No Reduction in Benefits: The City shall not at any time during the term of this Agreement reduce the salary, compensation or financial benefits to LARKIN.

17. Notice: Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial proceedings. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service to the addresses set forth below or as subsequently communicated by one party to the other in writing.

17.1 Notice to LARKIN shall be sent to:

DONALD LARKIN
City Attorney
17575 Peak Avenue
Morgan Hill, CA 95037

17.2 Notice to CITY shall be sent to:

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

and

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

18. General Provisions:

18.1 The text herein shall constitute the entire agreement between the parties.

18.2 The Agreement shall be binding and inure to the benefit of the heirs at law and executors of LARKIN.

18.3 This Agreement shall become effective on the latest date listed below. This Agreement supersedes any other contract or agreement between the CITY and LARKIN.

18.4 If any provision, or any portion therefore, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be effective, and shall remain in full force and effect.

18.5 The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

18.6 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 subsequent mutual written agreement executed by CITY and LARKIN.

18.7 In the event that any action is commenced to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs.

18.8 This Agreement shall be interpreted as though prepared by both parties.

IN WITNESS WHEREOF the parties hereby agree to the foregoing by executing below:

CITY OF MORGAN HILL

Date: _____

By: _____
Mayor

Date: 1/11/18

By: 
DONALD LARKIN

ATTEST:

City Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Hilary Holeman, Administrative Analyst

APPROVED BY: City Manager

ADOPTION OF VISION ZERO MORGAN HILL TRAFFIC SAFETY STRATEGIES

RECOMMENDATION(S)

1. Adopt Vision Zero Morgan Hill; and
2. Adopt resolution committing Morgan Hill to implement Vision Zero traffic safety strategies.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Supporting Our Youth
Seniors
and Entire Community
Preserving and Cultivating Public Trust

2017 Strategic Priorities

Inclusiveness
Infrastructure
Regional Initiatives

REPORT NARRATIVE:

Vision Zero is a traffic safety improvement strategy. By adopting Vision Zero, Morgan Hill is committing to the Vision Zero principles that prioritize safety, create livable streets, and eliminate traffic fatalities. The concept was first initiated in Sweden in 1997 and has been credited with reducing traffic fatalities in Sweden and other European countries by 50% over the past decade. Thirty-one cities in the United States have adopted Vision Zero programs including the following California cities: Fremont, Los Angeles, Monterey, Sacramento, San Diego, San Francisco, San Jose, San Luis Obispo, and Santa Barbara.

The Vision Zero core principles are committing to building better and safer streets, educating the public on traffic safety, enforcing traffic laws, and adopting policy changes that save lives. The goal is to create a culture that prioritizes safety, creates livable streets, and seeks to eliminate traffic fatalities.

Around the region, state, and country, increased awareness to make our streets safer is being accomplished through initiatives such as Silicon Valley Bike Vision and Walking for a Healthier Santa Clara County. The Morgan Hill City Council has complemented these regional initiatives by adopting key planning documents that include goals and strategies which echo the same safety enhancements. Recently adopted Morgan Hill documents include: the Downtown Specific Plan; the Downtown Placemaking

Investment Strategy; the Bikeways, Trails, Parks and Recreation Master Plan; the Morgan Hill 2035 General Plan; and the Station Area Master Plan.

In 2017, the Community Services, Economic Development, Engineering, Planning, and Police Departments collaboratively drafted the attached Vision Zero Morgan Hill (VZMH) guiding principles (Attachment 1) to bind these previously adopted strategies and continue to advance the City's commitment to making lasting changes that save lives and ensure safe mobility for all.

As suggested by the Vision Zero Initiative, VZMH actions are grouped into seven sections: Engineering, Enforcement, Education, Engagement, Evaluation, Encouragement, and Equity. The actions within each section provide a forward-thinking and strategic approach that will provide direction for future planning, design, and development of the community.

The City is already implementing many key Vision Zero goals and working towards others. Some examples of this include the following:

- Working towards enhancements to traffic collision data analytics by partnering with the County of Santa Clara to access their County-wide Traffic Reporting System. Additionally, the City is contracting with LexisNexis to provide more streamlined and consistent data throughout the region. The City will benefit from the improved analytics on traffic collision patterns, GIS maps, direct data feeds to Police and Engineering teammates, providing the ability to gain valuable insight.
- Seeking to improve pedestrian safety by evaluating the potential locations for mid-block crosswalks.
- The addition of count-down timers at new signalized intersections and the retrofit of high use existing intersections.
- Evaluating several intersections for future enhancements to improve bicycle and pedestrian safety.

Additionally, the City is participating in a National Safe Routes to School Partnership Launch Program to develop a draft Safe Routes to School Action Plan. The City and the Morgan Hill Unified School District are eager to form a working committee to finalize and implement the Action Plan. This committee intends to begin moving forward in early 2018 and will support the implementation of Safe Routes to School and VZMH initiatives going forward.

COMMUNITY ENGAGEMENT: Involve

Staff solicited feedback on the draft VZMH strategy from Alta Planning + Design, the Bicycling and Pedestrian Advisory Group, Morgan Hill Unified School District, and the Parks and Recreation Commission. While many of the comments were incorporated into the framework, staff decided the request to include more specific actions with timelines was not appropriate for this document. Staff recommends VZMH remain a guiding document and that the City utilize Department work plans within the City Budget and the Capital Improvement Plan to specifically outline initiatives, actions, timelines, and the associated costs.

ALTERNATIVE ACTIONS:

1. City Council may direct staff to develop a supplemental Action Plan to the guiding principles.
2. City Council may decide the initiatives included in VZMH are sufficiently addressed in other planning documents already adopted and not adopt the VZMH document.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On February 16, 2016, the Silicon Valley Bicycle Coalition presented the principles of Vision Zero to the Parks and Recreation Commission. On September 21, 2016, the City Council delegated Mayor Tate to support the Vision Zero resolution at the League of California Cities annual conference. On November 2, 2016, the City Council directed staff to prepare a Vision Zero guiding policy for City Council consideration. On November 21, 2017, a draft of the VZMH strategies were shared with the Parks and Recreation Commission for their input.

FISCAL AND RESOURCE IMPACT:

There are many efforts currently underway which already support VZMH. Operational enhancements and focus on VZMH will be included within Department work plans outlined in the City's proposed operating budget. Some enhancements may be obtained by refocusing existing resources, while others may require enhanced funding. Any projects recommended for enhanced funding will be brought forward within the recommended budget. Capital projects that support VZMH will be identified in the Capital Improvement Program along with associated costs and timelines. Additionally, funding for infrastructure that could support VZMH projects will be discussed through the upcoming City Budget process and Impact Fee Study. It is believed there will be significant opportunities for grant funding that supports both infrastructure improvements and educational opportunities from recently approved Measure B funds as well as other sources.

CEQA (California Environmental Quality Act):

Acceptance of Vision Zero Morgan Hill is an administrative governmental activity that will not result in direct or indirect physical changes in the environment. Appropriate environmental review will occur as projects are identified, designed, and implemented.

LINKS/ATTACHMENTS:

1. Vision Zero Morgan Hill 1.5.2017 - DRAFT
2. Vision Zero Resolution 1.17.2018

VISION ZERO MORGAN HILL



STRATEGIES TO ELIMINATE TRAFFIC DEATHS
AND SERIOUS INJURIES



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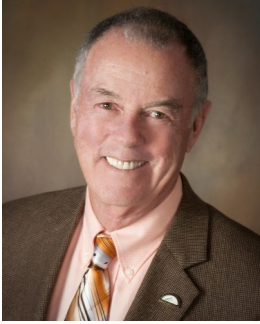
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ACKNOWLEDGEMENTS

Special thanks to the City of Morgan Hill Community Services, Economic Development, Engineering, Planning, and Police Departments, the Parks and Recreation Planning Commission, the Bicycle and Pedestrian Advocacy Group, and the Morgan Hill Unified School District for their expertise and input in developing Vision Zero Morgan Hill.

CITY COUNCIL COMMITMENT

January 17, 2018



Dear Morgan Hill Community,

In 2015, the United States Department of Transportation issued the Mayor's Challenge for Safer People, Safer Streets, which entreats cities to address safety concerns on their roadways.

In October 2016, the Morgan Hill City Council delegated Mayor Steve Tate to support the Vision Zero resolution at the League of California Cities annual conference, which was approved and provided inspiration to formally adopt our own traffic safety action plan.

By adopting this policy, the City Council of the City of Morgan Hill confirms our commitment to:

- Prioritize people first over speed
- Prioritize projects based on safety and equity
- Prioritize funding to align with safety/multi-modal projects
- Evaluate and revise engineering/design standards and planning documents to promote sidewalk connectivity and reflect Vision Zero commitment
- Partner with schools, non-profit organizations, and our community to develop projects and collaborations that align and support Vision Zero

Through smarter street design, targeted enforcement, and education, we will make our streets safer for all ages and abilities, especially pedestrians and people on bikes, as they are the most vulnerable on our streets.

Moving forward it will be the collective responsibility for every member of the City organization to help save lives by making our streets safer. Pedestrian and bicycle use of our sidewalks and roadways is critical to protecting the environment and the future of our transportation system. There will be an ongoing concerted effort to ensure the use of our roadways are safe for motor vehicles, bicyclists, and pedestrians. Working with all members of the community, we will make the City safer.



Mayor Steve Tate

Mayor Pro Tem Larry Carr

Council Member Rich Constantine

Council Member Rene Spring

Council Member Caitlin Robinett Jachimowicz

Attachment: Vision Zero Morgan Hill 1.5.2017 - DRAFT (1567 : Vision Zero Morgan Hill)

SUSTAINABLE MORGAN HILL AND VISION ZERO



Sustainable Morgan Hill Vision

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

Morgan Hill City Council adopted "Sustainable Morgan Hill" which is the lens for which all future decisions will be viewed. The goals and objectives of a sustainable Morgan Hill include developing a thriving economy, fostering a highly inclusive community, building a healthy environment, and ensuring fiscal stability. The Vision Zero philosophy aligns with the City's vision by implementing safeguards to be included in the many plans, projects, and policies related to the community's transportation system with the goal of eliminating traffic deaths and severe injuries.

VISION ZERO CONCEPT

The Vision Zero concept was first initiated in Sweden in 1997 and since then, over thirty cities in the United States have adopted Vision Zero programs.

By adopting Vision Zero, Morgan Hill is making a commitment to the Vision Zero principles that prioritize safety, create livable streets, and eliminate traffic fatalities.

The core principles that guide Vision Zero are:

- 1) Traffic deaths are preventable and unacceptable.
- 2) Human life takes priority over mobility and other objectives of the road system. The street system should be safe for all users, for all modes of transportation, in all communities, and for people of all ages and abilities.
- 3) Human error is inevitable and unpredictable; the transportation system should be designed to anticipate error so the consequence is not severe injury or death.
- 4) People are inherently vulnerable and speed is a fundamental predictor of crash survival. The transportation system should be designed for speeds that protect human life.
- 5) Safe human behaviors, education, and enforcement are essential contributors to a safe system.
- 6) Policies at all levels of government need to align with making safety the highest priority for roadways.



TRADITIONAL APPROACH

Traffic deaths are **INEVITABLE**
PERFECT human behavior
 Prevent **COLLISIONS**
INDIVIDUAL responsibility
 Saving lives is **EXPENSIVE**

VS

VISION ZERO

Traffic deaths are **PREVENTABLE**
 Integrate **HUMAN FAILING** in approach
 Prevent **FATAL AND SEVERE CRASHES**
SYSTEMS approach
 Saving lives is **NOT EXPENSIVE**

VISION ZERO MORGAN HILL

The Morgan Hill City Council has positioned the City to become a Vision Zero model community by adopting key planning documents. These documents include: the Downtown Specific Plan; the Downtown Placemaking Investment Strategy; the Bikeways, Trails, Parks and Recreation Master Plan; and the Morgan Hill 2035 General Plan. Additionally, the Station Area Master Plan is currently underway and builds upon the Downtown Specific Plan and the Priority Development Area to strengthen the Transit Center within Downtown, by further enhancing multi-modal transportation connectivity and identifying considerations and opportunities for future transit needs with safety as a focus.

The adoption of **Vision Zero Morgan Hill** binds these previously adopted strategies and advances the City's commitment to a safer community and making lasting changes that save lives and ensure safe mobility for all.



Morgan Hill 2035 General Plan Vision Statements

"Morgan Hill will be planned as a healthy community that supports an active lifestyle"

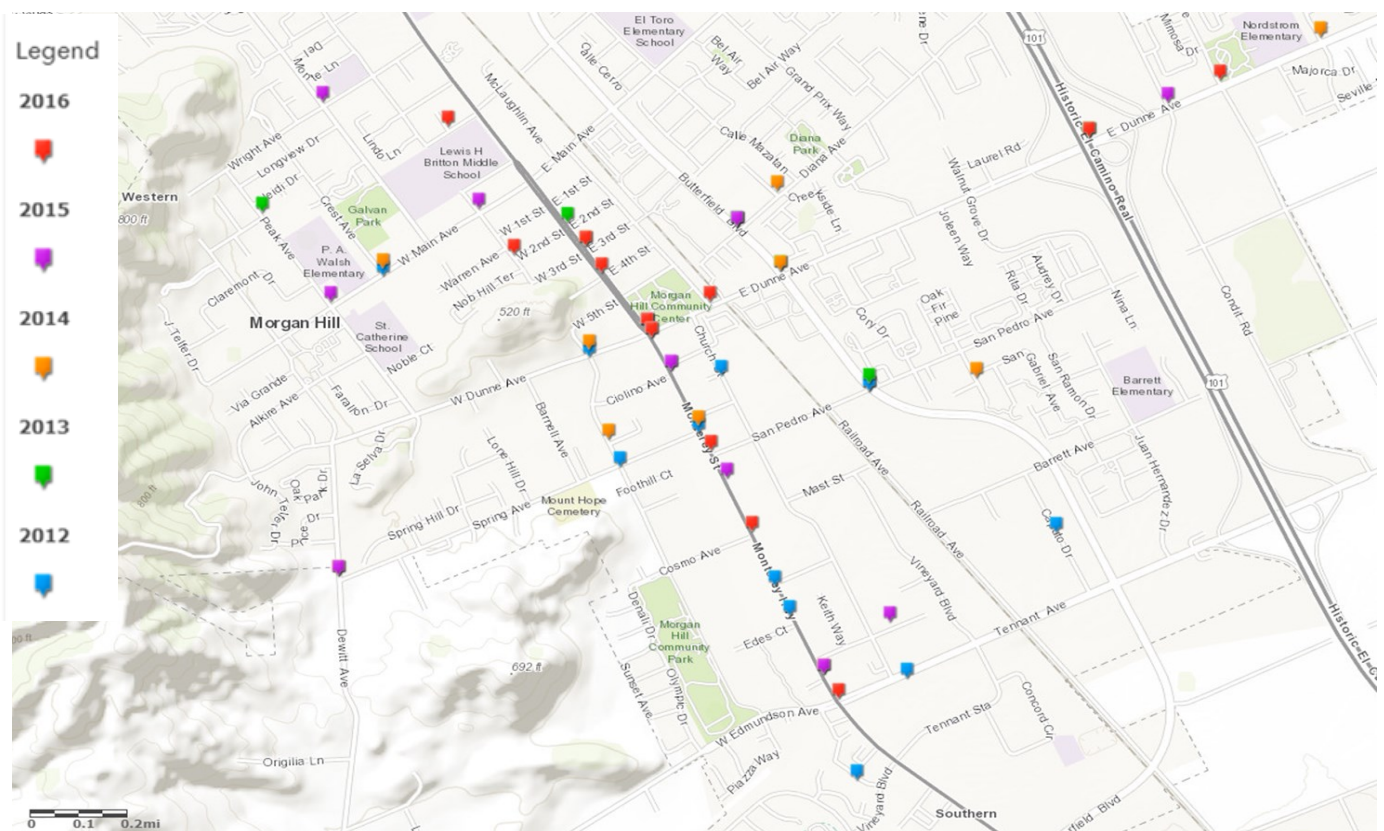
"Public infrastructure investments will be energy efficient, protect the environment, promote public health, keep people and property safe from hazards, and maintain services to support people with different levels of mobility"

MORGAN HILL TRENDS

The City of Morgan Hill is a very diverse and growing community with equally diverse transportation needs. While Morgan Hill has a high percentage of commuters leaving the City for work, Morgan Hill is also emerging as a cycling hot spot in the region. Morgan Hill is taking steps to carefully consider all these modes of transportation and promote healthy lifestyles by providing improved bicycle and pedestrian access to transportation facilities and services that provide circulation and access for residents, business owners, employees, business customers, patrons, and visitors. To continue to move in this direction, it will be important for the City to utilize the traffic collision data it has available in a coordinated manner.

From 2012 to 2016, 74 traffic collisions involving pedestrian/vehicle and bike/vehicle were recorded, accounting for approximately 7% of all traffic collisions during that time. The map below depicts the locations within the City where these collisions occurred during these years. This data provides City officials with the opportunity to identify corridors, specific streets, and intersections and review opportunities for physical safety enhancements as well as increased enforcement.

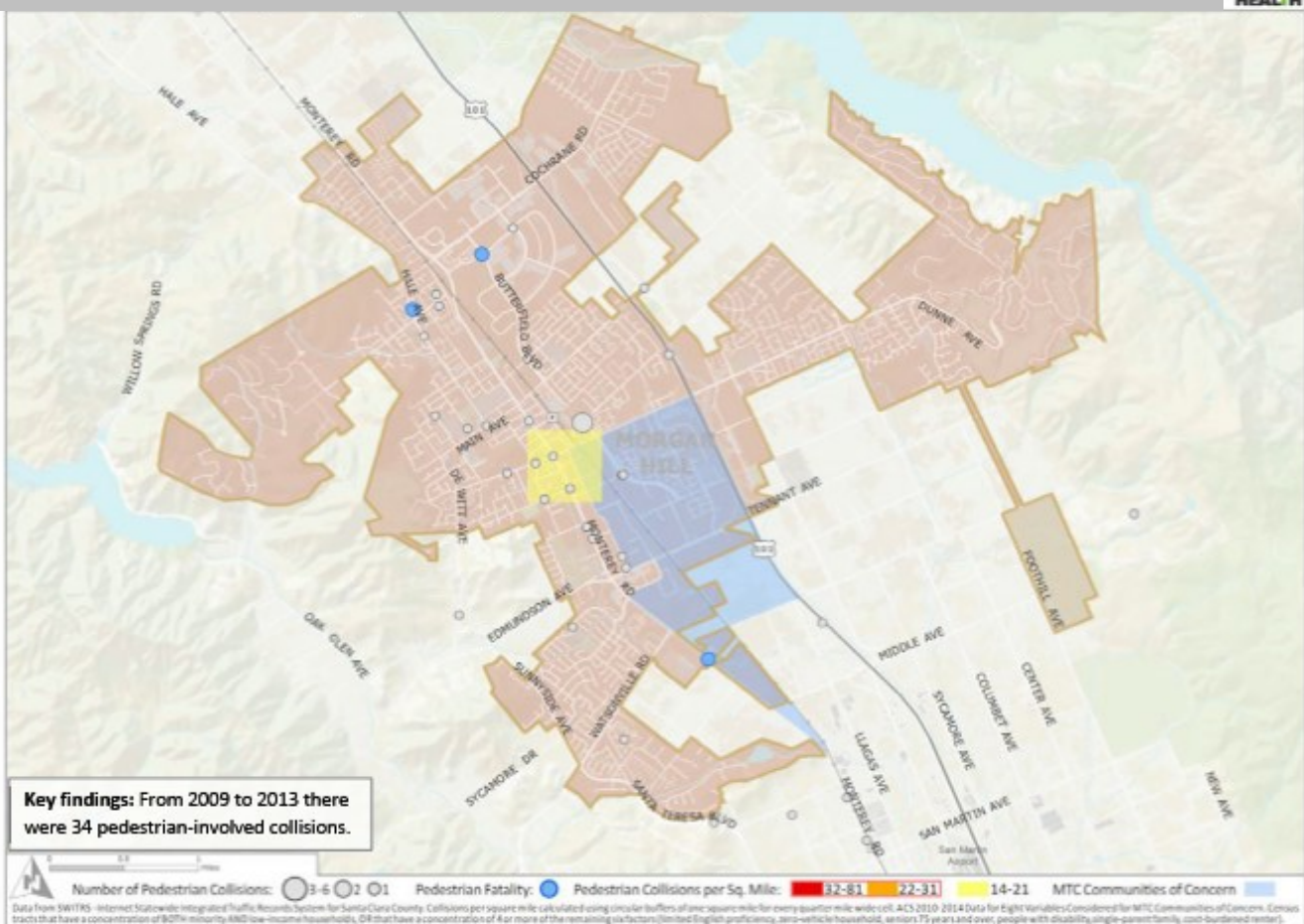
City of Morgan Hill Bicycle & Pedestrian/Vehicle Traffic Collisions 2012-2016



MORGAN HILL TRENDS

Utilizing data provided from the Walking for a Healthier Santa Clara County Report, the City is able to identify key areas within the City where improvements for traffic safety can be made. The geographic data outlined below provides locations of specific incidents involving pedestrian involved collisions within the City. It further outlines an area near the City's Downtown as an area with a higher number of incidents and an area of focus for pedestrian safety improvements. While these incidents occur at various locations and are due to multiple circumstances, pedestrian safety improvements for the area in general have been prioritized by the City.

Pedestrian Collisions (2009-13) - Collisions per Sq. Mile - Morgan Hill



Data provided by SWITRS and included in the Walking for a Healthier Santa Clara County Report

MASTER PLANS

Morgan Hill 2035 General Plan

On July 27, 2016, the City Council adopted the Morgan Hill 2035 General Plan, a comprehensive update of the City's 2001 General Plan. The General Plan provides a vision for the future and establishes the framework for how Morgan Hill should grow and change over the next two decades. Included in the General Plan is the Transportation Element which contains goals, policies, and actions, aimed at implementing strategies to ensure safe and appropriate operation of the transportation system, solving existing traffic and parking problems, and expanding transit and non-motorized travel opportunities. Vision Zero Morgan Hill supports the General Plan and will help meet the goals of the City's 20 year plan.

GOAL	MORGAN HILL 2035 GENERAL PLAN	
	Policy Highlights	
TR-1	A balanced, safe, and efficient circulation system for all segments of the community, meeting the local needs and accommodating projected regional and sub-regional traffic while protecting neighborhoods.	
TR-2	A system designed for a healthy, active community based on complete streets, smart growth, and Sustainable Communities strategies; reflecting balances, safe, multi-modal transportation systems for all users, especially in the Downtown where pedestrian, bicycle, and transit facilities will be emphasized along vehicular traffic.	
TR-8	A useable and comprehensive bikeway system that safely connects neighborhoods with workplaces and community destinations.	
TR-9	Expand pedestrian opportunities.	

MASTER PLANS (continued)

Bikeways, Trails, Parks and Recreation Master Plan Update

The City has undertaken an effort to update its citywide plans for Bikeways, Trails, Parks and Recreation infrastructure. The Master Plan is a strategic and practical guide for improving and expanding the City of Morgan Hill's bikeway and trail system over the next 20 years. The document also helps identify locations where pedestrian and bicycle paths intersect or lie adjacent to roadways which will help resolve any conflicts occurring at those locations. These tactical components guide decision-making and investments related to capital projects and 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.

BIKEWAYS, TRAILS, PARKS & RECREATION MASTER PLAN	
Policy Highlights	
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	
Improve safety for all roadway users by providing bikeways and trails with comfortable separation from motor vehicles and a focus on safety	
Encourage active and safe transportation through education and outreach	
Provide safe, accessible and convenient bicycle parking and other support services to people travelling by bicycle	
Coordinate development of the bikeways and trail network with regional partner agencies and organizations	
Design all bikeways and trails to meet or exceed the latest federal, state, and local design guidelines	
Support the comfortable use and appeal of the bikeways and trails network through regular maintenance and adequate facilities	

CURRENT VISION ZERO ACTIONS

Downtown Safety

The City, along with the development community, have recently made significant investments into Morgan Hill's Downtown to make it the most walkable, bike friendly, urban, family-oriented and transit oriented neighborhood in Morgan Hill as envisioned in the Downtown Specific Plan.

The success of the downtown area has increased pedestrian activity as well as vehicle traffic. To help protect bicyclists and pedestrians, several traffic calming measures have been undertaken to improve safety. Travel lanes have been narrowed, lighting has been improved at the intersections, in-pavement flashers installed, and a new traffic signal has been installed at the Monterey Road and Fourth Street intersection.

Safe Routes to Schools

The community of Morgan Hill wants to enable children and youth to safely walk and bicycle to and from school and in their neighborhoods, with the goal of improving safety, reducing traffic, and supporting healthier kids. Safe Routes to Schools (SRS) aims to create safe, convenient, and fun opportunities for students to walk, bike, and roll to and from school. The Morgan Hill City Council reaffirmed its commitment to the Safe Routes to Schools program by adopting Resolution 16-172 in 2016. The City has demonstrated its commitment by participating in a National Safe Routes to School Partnership Launch Program, along with the Morgan Hill Unified School District, to develop a formal Safe Routes to School Action Plan specific to Morgan Hill. The City, along with the School District, are eager to form a working committee to address SRS and Vision Zero Morgan Hill initiatives and begin implementation of the Action Plan recommendations.

Intersection Safety

The City is completing an Intersection Capacity Analysis study on five major intersections. The purpose of the study is to evaluate the current layout and inter-activity amongst motor vehicles, bicycles, and pedestrians at the five intersections and make recommendations for efficiency of movement and improving the safety of all modes of transportation. The five intersections are Main Ave/Monterey Road, Butterfield Blvd/E. Dunne Ave, Condit/E. Dunne Avenue, Tennant Ave/ Butterfield Blvd, and Tennant Ave/Monterey Road. The study is scheduled for completion and adoption by the City Council in early 2018. Once adopted, the study will contain specific recommendations for safety improvements at the five intersections which can be incorporated into future capital projects. In addition, the study will provide proven recommendations for technology upgrades that can be deployed City-wide.

VISIONS FOR SAFER STREETS

Around the region, state, and country, increased awareness to make our streets safer is being accomplished through initiatives such as: California Complete Streets Act; California Walks; Caltrans Complete Streets Program; Safe Routes to Schools Program; Silicon Valley Bike Vision; Toward Zero Deaths National Strategy on Highway Safety; U.S. Department of Transportation's Safer People, Safer Streets: Pedestrian and Bicycle Safety Initiative; Walking for a Healthier Santa Clara County and many more.

Silicon Valley Bike Vision

Joint Venture Silicon Valley and the Silicon Valley Bicycle Coalition, in partnership with Nelson\Nygaard Consulting Associates, Inc. produced a report in February 2017 identifying the benefits of bicycling, the challenges that prevent people from biking, and gaps and key opportunities for cities. This report provides the framework to achieve safe and connected bikeways for people of all ages and abilities.



SAFETY BENEFITS

Bike lanes make roads safer for all.

Protected bike lanes can result in a 40-50% drop in injury crashes for all road users (drivers, cyclists, and pedestrians).¹⁵



40-50%

reduction in crashes on streets with protected bike lanes



... for all road users

Bicyclists make roads safer for all.

Cities with high bicycling rates ...



... tend to have lower crash rates for all road users.¹⁶

Crashes



Build it safely and they will come.

Bicycle safety improvements attract proportionately more people to bicycling than automobile safety improvements.¹⁷



For example, a

10%

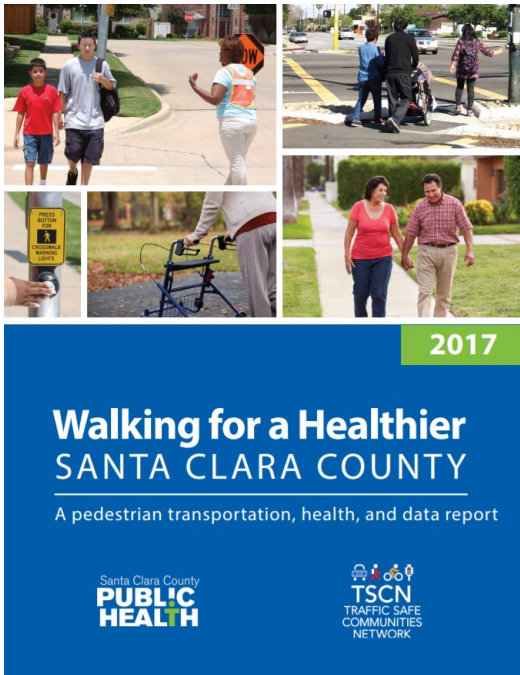
increase in bike safety will result in

more than 10%

increase in the share of people commuting by bicycle.

Source: Silicon Valley

Packet Pg. 323



Walking for a Healthier Santa Clara County

A pedestrian transportation, health, and data report 2017

Santa Clara County Public Health Department and members of the Traffic Safe Communities Network developed a report providing recommendations for policy makers, advocates, public safety personnel, public health practitioners, and transportation planners to improve pedestrian safety and rates of walking through urban design, education, encouragement, and policy change. The report complements Vision Zero initiatives and local efforts to reduce pedestrian injuries and increase physical activity by creating complete streets and walkable, livable neighborhoods where people can be physically active.

Average annual count of pedestrian-involved collisions by city in Santa Clara County, 2009-2013

	Average annual count	Rate per 100,000 people
Palo Alto	31	46.3
Campbell	13	34.4
San Jose	329	34.1
Gilroy	16	32.6
Santa Clara	36	31.2
Cupertino	16	29.8
Los Gatos	8	29.7
Mountain View	21	28.2
Milpitas	17	26.1
Los Altos	5	20.9
Morgan Hill	7	17.2
Sunnyvale	22	17.1
Unincorporated	14	14.1
Saratoga	3	11.1*
Los Altos Hills	<1	2.6*
Monte Sereno	0	~

Note: *indicates estimate is statically unstable. This estimate should be viewed with caution and may not be appropriate to use for planning or policy purposes. (~) indicates the rate is not available.

Sources: California Highway Patrol, Statewide Integrated Traffic Records Systems (SWITRS), 2009-2013; U.S. Census Bureau, 2010 Summary File

Data from *Walking for a Healthier Santa Clara County* report shows Morgan Hill's average pedestrian collisions is lower than most other cities in the county, although one injury is one too many!

VISION ZERO MORGAN HILL ACTIONS

As suggested by the Vision Zero Initiative, Vision Zero Morgan Hill safety actions are grouped into seven sections: **Engineering, Enforcement, Education, Engagement, Evaluation, Encouragement, and Equity**. Following are highlights of the City's current safety improvement efforts and future actions to reduce, and ultimately eliminate, serious injuries in our community.

ENGINEERING

Creating a physical environment that prioritizes safety for all forms of transportation is of the highest priority for the City. The City ensures that both new development and capital projects are constructed to standards that promote safety for all transportation modes.

ENGINEERING	CITY LEAD
Include Complete Streets philosophies requiring streets be planned, designed, operated, and maintained to enable safe, convenient, and comfortable travel and access for all ages and abilities	PLANNING & ENGINEERING
Follow National Association of City Transportation Officials (NACTO) design standards related to streets and bikeways	PLANNING & ENGINEERING
High-visibility ladder, zebra, and continental crosswalk markings are preferable	COMMUNITY SERVICES & ENGINEERING
Unsignalized crossings should be highlighted using additional warning signage, high visibility lighting and markings, actuated beacons, and traffic calming features, such as mid-block crossing islands	ENGINEERING
Evaluate mid-block crosswalks with rapid flashing lights (or alternatives) where there is a pedestrian desire line (e.g. bike paths, mid-block bus stops, plazas, recreation facilities, and mid-block passageways)	PLANNING & ENGINEERING
Consider shared lane markings (sharrows) offering guidance to bicyclists on where to ride while alerting motorists to the presence of bicyclists within a lane shared by both bicyclists and drivers	PLANNING & ENGINEERING
Consider buffered bike lanes that run aside roadways, separated from automobile traffic by markings or a physical barrier, such as parked cars, bollards, or a curb	PLANNING & ENGINEERING
Install count down pedestrian timers when possible	COMMUNITY SERVICES & ENGINEERING
Consider road diets to narrow or eliminate travel lanes on roadways to make more room for pedestrians and bicyclists	PLANNING & ENGINEERING
Continue to utilize LED street lighting to illuminate intersections and roadways with additional care and emphasis taken at and near crosswalks	ENGINEERING
Evaluate options to increase nighttime pedestrian safety in the downtown	ENGINEERING & POLICE
Create temporary accommodations for bicyclists and pedestrians along construction sites when sidewalks and other travel ways have been closed	ENGINEERING
Work collaboratively with the Morgan Hill Unified School District and County of Santa Clara Roads to identify locations where Safe Routes to Schools can be improved	COMMUNITY SERVICES, ENGINEERING, & POLICE
Reduce speed limits where appropriate	ENGINEERING & POLICE

ENFORCEMENT

The Morgan Hill Police Department (MHPD) has made traffic safety a top priority among its Department goals. Best practice strategies will be implemented to reduce the number of persons killed and injured in crashes involving alcohol and other primary collision factors. Enforcement is a proven deterrent in this reduction.

Speed Enforcement is a large component of MHPD's Traffic Safety program. Using Vision Zero principles, MHPD will continue to allocate Traffic Unit resources toward high frequency crash locations and toward behavior issues of speeding, intoxicated driving, and distracted driving. MHPD is continuing to work directly with the City engineers, educators, along with enforcement to combat risky driving that we know leads to injury collisions.

ENFORCEMENT	CITY LEAD
Conduct enforcement campaigns in conjunction with routine traffic enforcement (e.g. Distracted Driving - April, Click it or Ticket it - June, Pedestrian Safety Month - September, Operation Safe Passage - Back to School)	POLICE
Perform Driving Under the Influence (DUI) saturation patrols to coincide with City events and national holidays (e.g. Taste of Morgan Hill, Mushroom Mardi Gras, Fourth of July, Memorial Day weekend, etc.)	POLICE
Perform directed enforcement at high collision locations by targeting common primary collision factors (PCF's) and determine if there are measurable reductions in collisions	POLICE
Partner with regional agencies to provide additional resources to patrol specific locations with high visibility and zero tolerance (e.g. Countywide Allied Agency Enforcement)	POLICE
Continue partnering with the Morgan Hill Unified School District by assigning Officers to schools and providing outreach education and enforcement	POLICE

EDUCATION AND ENGAGEMENT

Vision Zero Morgan Hill commits to public awareness initiatives that are sustained, concentrated efforts that target a specific community problem. In order to be most effective, education efforts should be combined with engineering changes as well as law enforcement.

Education and public awareness strategies can be used to:

- Provide information to help motivate a change in specific behavior
- Teach safety skills that can reduce the risk of injury
- Raise awareness and gain support regarding particular pedestrian, bicyclist, or motorist issues



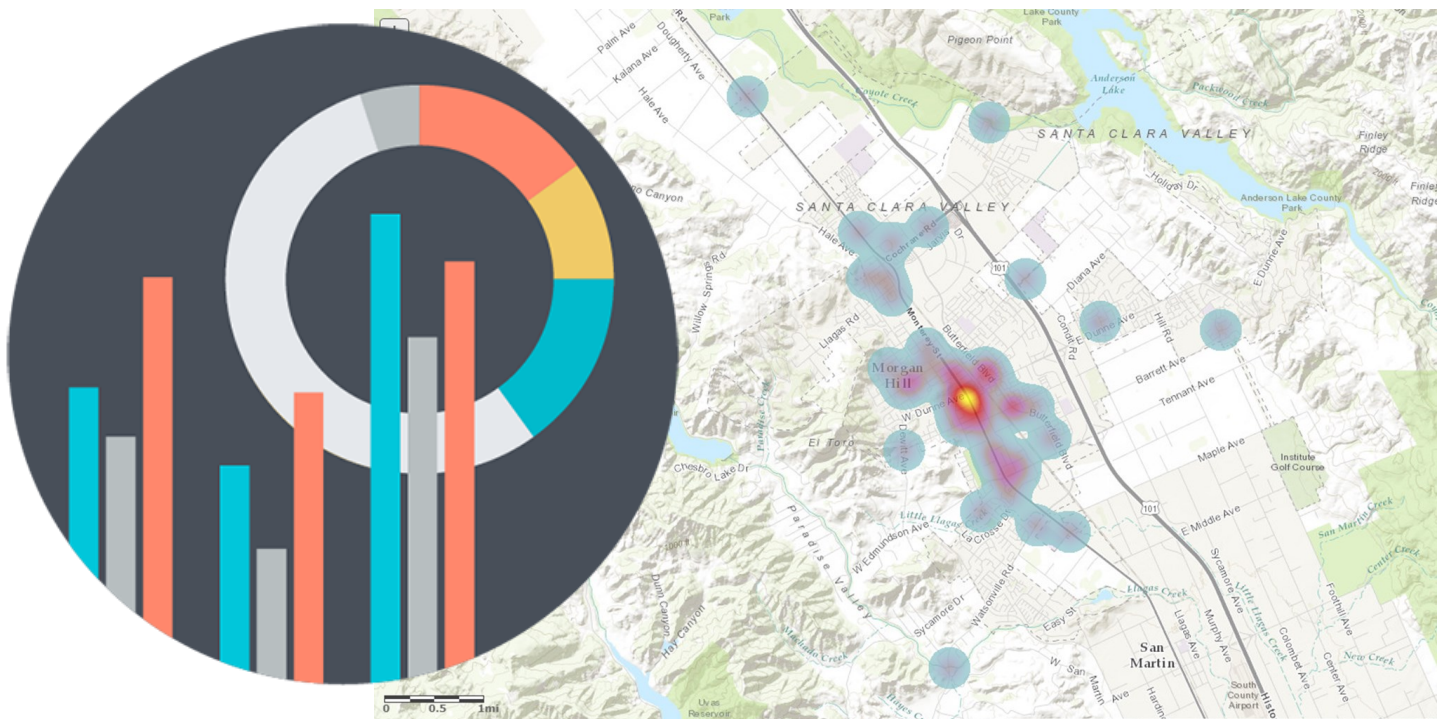
EDUCATION AND ENGAGEMENT	CITY LEAD
Participate in regional, state and nation-wide social media safety campaigns	POLICE & CITY MANAGER
Partner with nightlife businesses and transportation networks for deter impaired driving by offering special services and promotions (e.g. Know Your Limits Campaign, Designated Driver Program, Uber, Lyft, local taxi services)	POLICE
In coordination with the Morgan Hill Unified School District (MHUSD) and American Medical Response (AMR), offer driving under the influence programs at local High Schools (e.g. Every 15 Minutes, Sober Graduation, Zero Tolerance)	POLICE
Biannual safety seminars at senior centers and residential care facilities to engage with elderly drivers about driver safety and common dangerous habits	COMMUNITY SERVICES & POLICE
Conduct annual driver safety training courses for City employees	POLICE
Partner with MHUSD to provide student/driver education regarding common violations and misconceptions	POLICE
Coordinate with the Morgan Hill Unified School District to support educational activities at school sites to support Safe Routes to Schools	COMMUNITY SERVICES & POLICE
Form a City and School District Working Committee to address Safe Routes to Schools and Vision Zero Morgan Hill initiatives	COMMUNITY SERVICES
Emphasize bicycle safety, motorcycle safety, and child safety (e.g. bicycle rodeo, motorcycle safety courses, helmet safety inspections, assistance with proper child seat installation)	POLICE
Continue to seek grant opportunities and legislative actions that support Vision Zero initiatives	ALL DEPARTMENTS

EVALUATION

The City is currently making enhancements to its traffic collision data analytics by partnering with the County of Santa Clara and LexisNexis to provide more streamlined and consistent data throughout the region. The City will directly benefit from the improved analytics on traffic collision patterns, Geographic Information System maps, direct data feeds to Police Traffic Division and Engineering so they can fully understand information about the contributing factors, and the ability to gain valuable insight into neighboring cities' traffic collision data.

Moving forward, the improved data collection analytics will help demonstrate how the implementation of Vision Zero Morgan Hill principles have decreased the number of injuries, until ultimately, we reach ZERO fatalities!

EVALUATION	CITY LEAD
Track total number of vehicle, pedestrian, and bicycle collisions and contributing factors	POLICE
Evaluate how collisions were affected by posted speed, road class, or other identifiable features of the road by continuous engagement between Police and Engineering	POLICE & ENGINEERING
Implementation of Countywide Traffic Collision Database Systems	POLICE





ENCOURAGEMENT

Partner with neighborhood organizations, environmental organizations, cultural groups, health care organizations, etc. to promote safety programs and events such as: Car Free Day, Bike to Work Day or Week, Walk/Bike to School, Park(ing) Days, Open Streets, Group Bike Rides, Bicycle Rodeos, Bicycle Tours, Funs Runs, and Fitness Challenges.

EQUITY

Social equity is at the core of Sustainable Morgan Hill and Vision Zero. To ensure equity and to protect the most vulnerable people, Vision Zero Morgan Hill shall prioritize projects which improve safety near schools, around housing for seniors and people with disabilities, and neighborhoods most reliant on public transportation. Morgan Hill is proud of its "Age-Friendly" designation and will continue to make improvements that provide a better quality of life for our community, of all ages and mobilities, and lend to healthy and vibrant lifestyles.



CONCLUSION

Morgan Hill is a community that values the safety of its residents and visitors above all else. The City's commitment to Vision Zero as outlined in this document supports the continued development of Morgan Hill as a community for all, and encourages ongoing focus on reducing traffic deaths and injuries. The actions within provide a forward-thinking and strategic approach that will provide direction to team members throughout all City Departments. While these initial actions shall provide a starting point for work on Vision Zero Morgan Hill, the document is intended to continue to provide ongoing policy direction for years to come, shifting attitudes and perceptions to align with safety being the highest priority for the City's roadways.

Vision Zero Morgan Hill supports the City's goal of Complete Streets and is aligned with the City's primary planning documents. The City has prioritized alternate transportation means through its adoption of its 2035 General Plan Update, as well as adoption of its 2017 Bikeways, Trails, Parks and Recreation Master Plan. Morgan Hill strives to enable all residents to safely walk and bicycle to schools, businesses, transit, and the Downtown from their neighborhoods. It is imperative that residents and visitors can safely travel to these areas via foot and bike.

The City Council has a high focus on establishing funding sources to adequately maintain the City's infrastructure. Because street repair and infrastructure improvements are already a priority, the City can take steps to integrate safety and build on the good work already in motion.

Responding now will not only save lives, but also contribute to the economic prosperity of our neighborhoods, answer community priorities, and implement many of the City's goals already in place. To reach these goals, the following actions are recommended following adoption of Vision Zero Morgan Hill:

- Create a strategy for infrastructure funding that includes safe street design
- Seek out opportunities to provide more balance in the vehicles/bicyclist/pedestrian mix in the Downtown
- Reduce dangerous speeding by including traffic calming and pedestrian safety projects into the Capital Improvement Plan
- Launch education campaigns for safer streets
- Support the Police Department in increasing enforcement of safe street behavior
- Outreach and collaborate with regional and local partners, including the Morgan Hill Unified School District

Successful implementation of Vision Zero Morgan Hill will require continuous involvement and support from the City Council, City teammates, regional partners, and the community.

RESOLUTION NO.**A RESOLUTION OF THE CITY OF MORGAN HILL
ADOPTING A VISION ZERO STRATEGY TO ELIMINATE
TRAFFIC DEATHS AND SERIOUS INJURIES**

WHEREAS, each year more than 30,000 people are killed on streets in the United States in traffic collisions; and,

WHEREAS, cities across the world have adopted and implemented Vision Zero strategies and successfully reduced traffic fatalities and severe injuries occurring on streets and highways; and,

WHEREAS, the League of California Cities encourages cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways in a way that best suits their needs; and,

WHEREAS, the City of Morgan Hill has adopted numerous studies and plans that outline design concepts to improve safety for people of all mobilities in the City including the Morgan Hill 2035 General Plan and the Bikeways, Trail, Parks and Recreation Master Plan; and,

WHEREAS, the City will increase its population up to 58,200 residents by 2035 and the majority of growth will result from infill development thereby increasing demand for safe walking and bicycling; and,

WHEREAS, restoring infrastructure in the City is a priority of the Council and Mayor; and,

WHEREAS, Vision Zero Morgan Hill provides a framework for reducing traffic deaths to zero through a combination of safe engineering measures, enforcement practices, education and engagement; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby confirms their commitment to:

1. Prioritize people over speed
2. Prioritize projects based on safety and equity
3. Prioritize funding to align with safety/multi-modal projects
4. Evaluate and revise engineering/design standards and planning documents to promote sidewalk connectivity and reflect Vision Zero commitment
5. Partner with schools, non-profit organizations, and our community to develop projects and collaborations that align and support Vision Zero

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 17th day of January, 2018.

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. XX-XXX, adopted by the City Council at a regular meeting held on January 17, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Vision Zero Resolution 1.17.2018 (1567 : Vision Zero Morgan Hill)



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: David Swing, Police Chief
APPROVED BY: City Manager

PROVIDE DIRECTION REGARDING ANY POTENTIAL CHANGES TO MARIJUANA PROHIBITION

RECOMMENDATION(S)

1. Accept report on cannabis in Morgan Hill; and
2. Provide direction to staff for potential next steps/alternatives:
 - a. Conduct a statistically valid survey on the community's support of the presence of retail sales in Morgan Hill
 - b. Direct staff to draft proposed ordinance regulating all or some of the following: retail sales, cultivation, deliveries, testing and/or production of marijuana
 - c. Continue with current ban on marijuana related products and industry
 - d. Direct staff to pursue a personal cultivation registration program

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment
Maintaining Fiscal Responsibility
Supporting Our Youth
Seniors
and Entire Community

POLICY CONSIDERATIONS:

1. Should the City enact a registration program for residential cultivators?
2. Do the potential benefits associated with allowing the cultivation, manufacturing, distribution, or sales of marijuana products outweigh the potential risks?
3. Should the City allow commercial marijuana activities, and if so, what activities should be permitted and regulated?
4. If the City allows commercial marijuana activities, should those activities be taxed, and at what rate?

REPORT NARRATIVE:

In November 2016, California voters approved Proposition 64 – The Adult Use of Marijuana Act (AUMA) – allowing for the recreational possession, sale and use of marijuana. Under the AUMA, local jurisdictions may choose to allow or disallow any aspects associated with the marijuana industry. Local jurisdictions must now allow for

indoor cultivation of no more than six marijuana plants per residence. Morgan Hill voters approved Proposition 64 at 58%.

Definitions:

Cultivator/Cultivation: The person or act of growing plants.

Delivery Services: A business or person who delivers marijuana product to a person at a residence – most similar to pizza delivery services. Because marijuana is a Federal Schedule 1 drug, mainstream delivery services, such as FedEx and the Postal Service do not deliver marijuana for personal or commercial use.

Producer/Production: The person or business that is manufacturing marijuana related or infused products – commonly known as edibles or its ingredients.

Retail Sales: A business that sells marijuana products.

Testing Labs: Businesses that test and certify the amount of THC or CBD in the marijuana product.

The response by other jurisdictions has varied, but most cities in the County prohibit marijuana related businesses. The voters in each jurisdiction however voted in support of Proposition 64 by greater than 50%, though not all governing bodies interpreted that as support for local sales. The table below identifies several cities and their current or planned course of action:

Jurisdiction	Current position	Notes
Campbell	Voter enacted moratorium	A local group qualified a measure for the ballot to allow retail sales. A competing measure to establish a two-year moratorium was placed on the same ballot and prevailed.
County	Not allowed	
Gilroy	Not allowed	
Los Gatos	Not allowed	
Mt View	Moratorium but planned regulations by October 2018	The Council established a moratorium against all uses but also directed staff to establish regulations to allow various uses and to explore a revenue measure in 2018.
Palo Alto	Not allowed	
San Jose	Regulations for all uses	San Jose has historically allowed medical marijuana sales and expanded its program to include recreational use. San Jose has a 10% tax on sales.
Santa Clara	Ban in place and studying the issue.	Evaluating the potential for a tax measure in 2018 – consultants are preparing a report.
Sunnyvale	Not allowed	

The City of Fremont, population 226,551, recently passed an ordinance requiring those who choose to grow plants for personal use at their residence to complete a permit and registration process (<http://www.fremontpolice.org/marijuanaregistration>). This is helpful for the Police and Fire Departments to know where grow sites are located if responding to the location, as potential fire or crime hazards may exist. The City of Sunnyvale updated its municipal code ordinance to ensure certain requirements are met for indoor personal grows ([https://qcode.us/codes/sunnyvale/view.php?topic=9-9 86-9 86 040&frames=off](https://qcode.us/codes/sunnyvale/view.php?topic=9-9%2086-9%2086%2040&frames=off)).

Several cities in the County of Monterey have expanded their agricultural efforts to include marijuana. Though not yet licensed, the City of Salinas plans to have retail sales, cultivation, and production. The City of Del Rey Oaks, population of 1,624, has a medicinal marijuana dispensary and manufacturing facility. In 2016, 80% of voters in Del Rey Oaks supported a ballot measure authorizing up to a 10% tax on marijuana products. The first year of medicinal sales in 2017 is expected to net the City of Del Rey Oaks \$300,000 in general fund proceeds, which represents approximately 10% of the City's general fund.

Finally, the County of Santa Cruz has 12 medical marijuana dispensaries in unincorporated areas where it will allow the sale of recreational marijuana once the dispensaries have the appropriate state licenses. The 12 dispensaries in the county are in addition to the five in the City of Santa Cruz. Santa Cruz County will tax cultivators and manufacturers 5% in 2018, increasing to 7% in 2022. Sales in Santa Cruz County are taxed at 7%.

Federal Guidance:

On January 4, 2018, Attorney General (AG) Sessions announced the rescinding of a prior policy where the federal government took a hands-off approach as long as the medicinal or adult use did not threaten other federal priorities to include youth access and drug cartels. It is uncertain what this will mean to California as AG Sessions have indicated that the priority of enforcement will come from local US Attorneys.

Potential Benefits

When talking with marijuana industry consultants, the primary potential benefits for local jurisdictions are revenue, job creation, and access. David McPherson, principal with HdL, which specializes in local government sales tax revenues, estimated that the potential revenue from two dispensaries, deliveries, cultivators, producers, and testing labs would be between \$675,000 - \$1,620,000. This assumes a local tax rate between 2.5% and 6%. Morgan Hill voters would need to approve a tax measure in order to receive local revenue. Revenue from a tax would be non-discretionary monies and could be used for public safety, infrastructure, or other needs.

In addition to tax revenue, the Council can enact a fee to recover costs associated with any new business or activity. The fee could include reasonable costs for inspection and enforcement. If approved, staff estimates the need for two additional police officers and a code enforcement officer to conduct inspections and ensure compliance with the

regulations. Staff also estimates the need for additional staff in the Field Operations division to respond to an increase in calls for service related to the industry.

The forecasted amount does not include the accessibility to grants from the State of California paid from the receipt of state taxes. The amount from state grants is uncertain - state grants are only available to those jurisdictions who allow both retail sales and cultivation. Further illustrating the uncertainty of state funds, Washington State's experience shows how money that was anticipated for drug prevention and education did not materialize in the forecasted amount; however, the revenue for the State's general fund exceeded the prediction by \$45 million. It is anticipated from several sources that California will be the largest marijuana economy in the world and return \$1 billion in State taxes when fully operational.

Another potential benefit from any new industry is the creation of jobs. The marijuana industry would provide 10-20 jobs for skilled and unskilled labor per location. The average pay rates would likely be \$18-\$30 per hour. If testing labs were allowed, those jobs may pay more than \$30 per hour due to the technical nature of the work.

Finally, access for local community members is another potential benefit if retail sales of marijuana were allowed. As illustrated in the above table, the County of Santa Clara and City of Gilroy have no immediate plans to allow the sales of marijuana – though San Benito County does. If retail sales were allowed, Morgan Hill would be the sole access point in South County. This would allow residents to purchase marijuana for personal or medicinal use.

Potential Risks

Like potential benefits, potential risks exist as well. The states of Colorado and Washington have the most historical data on the effects of recreational marijuana. Both of those states have identified the top three risks as impaired driving, youth access, and crime. Since marijuana is now legal to grow and possess in California but local jurisdictions have the authority to prohibit or regulate the commercialization, cities need to understand and reconcile to what extent does local access increase the likelihood that irresponsible behaviors will increase as a result.

Colorado and Washington were the first two states to implement recreational marijuana programs and both have seen an increase in traffic fatalities involving drivers who tested positive for marijuana. According to an October 2016 peer reviewed article from Smart Approaches to Marijuana (SAM), Washington saw positive tests results for marijuana double in deceased drivers since legalization in 2014. Colorado saw test results spike from 14.8% to 21%.

One unique differentiator is that both Colorado and Washington have an established per se limit of 5ng/ml of blood for marijuana, similar to the 0.08 for alcohol limit in California, which provides for more standardized enforcement of impaired drivers. Unfortunately, Proposition 64 did not establish a similar limit nor has the legislature been able to establish a limit of their own. According to the Fatalities Analysis Reporting System, California saw an increase in incidents with a deceased driver testing positive for

marijuana (9.0% in 2005 and 16.5% in 2014). Similarly, in Morgan Hill, a double fatal collision occurred on Santa Teresa Blvd on April 23, 2017. The driver of the at-fault vehicle tested above the legal limits of both Colorado and Washington for THC and alcohol. Impaired driving collisions is a frequent primary collision factor in Morgan Hill.

Another potential risk is youth access. An important question surrounding youth access is to what extent does access increase use? Stated another way, would the presence of retail outlets increase the frequency of marijuana use in those under 21 (the legal age to purchase) or those under 25 (the age associated with brain development) if marijuana was more accessible?

The City Council has invested in youth serving programs and sought to strengthen the Developmental Assets in our future leaders. Research on marijuana identifies its use as a risk factor in brain development and mental health. A May 1, 2017 article found that according to Sion Kim Harris, a research scientist at Boston Children's Hospital, "teens who engage in heavy marijuana use often show disadvantages in neurocognitive performance and brain development." (<http://www.thecannabist.co/2017/05/01/research-teens-marijuana-thc-brain-development/78470/>). Though the research in this area has not advanced to the point where a direct link can be made; in the same article, the National Academy of Sciences noted that based on its research on alcohol, since the brain does not fully develop until the age of 25, exposure to substances could have a more lasting impact on cognitive ability.

Harris also found that marijuana use can be a precipitating factor in an early on-set of mental illnesses such as schizophrenia, though the research is inconclusive if marijuana causes mental illness or if those with undiagnosed mental illness use marijuana in an attempt to address symptoms. Other research indicates that marijuana is commonly used to self-medicate for symptoms of anxiety and paranoia. However, when the effects of marijuana diminish, the generalized anxiety usually worsens, and panic attacks are a common side effect of high doses of THC.

Another area of concern related to marijuana is youth suicide. The 2016 Epi-Aid report on youth suicide identified use of marijuana as a "statistically significant risk factor" for those who expressed suicide ideation or attempted suicide.

Finally, the concern of crime increases is another potential risk associated with the marijuana industry. Since marijuana is an all cash business, the industry presents two commodities that are desirable to those who commit crime – cash and product. Some communities in Colorado have reported an increase in crime with a disproportionate impact on communities of color.

Understanding the potential risks associated with marijuana use is an important consideration in evaluating the policy for Morgan Hill. The underlying policy question is to what extent does access contribute to an increase in youth use and irresponsible behaviors of those who have lawfully obtained it.

Options and Next Steps

The options and next steps are varied, and the option chosen will drive the future actions taken and work of staff. If Council were to choose to allow any type of marijuana business, staff would then develop regulations and return to Council at a later date with the proposed regulations and an implementation timeline. Additionally, if Council chose to increase revenue through a tax, Council would need to decide to place a tax on the ballot by early August 2018 in order to make the November 2018 election. Prior to placing a tax measure on the ballot, Council could direct staff to conduct a statistically valid survey to poll residents about their preferences related to marijuana sales in Morgan Hill. This approach would validate if the community voted to support recreational marijuana in California with Proposition 64 or if the community was voting for retail sales in Morgan Hill.

The following table illustrates the options, the potential benefits and risks of each, and the possible next steps:

Options	Potential Benefit	Potential Risks	Possible Next Steps
Allow sales, testing, commercial cultivation, delivery and/or production	Job growth, tax revenue, access to state grants and access to product	Youth access, Impaired driving, Crime increases	Develop and approve regulations and fees, Evaluate tax options, Place tax on ballot
Allow testing, commercial cultivation, delivery and/or production	Job growth, tax revenue, reducing youth access and impaired driving	Crime at locations could be mitigated by regulations	Develop and approve regulations and fees, Evaluate tax options, Place tax on ballot
Registration program for personal cultivation	Limit youth access and impaired driving	No further risks as cultivation is already allowed	Develop registration program and fee structure
Status quo			Nothing further

COMMUNITY ENGAGEMENT: Inform

This staff report seeks to inform the community. Additional community engagement could also include polling likely voters by means of a survey and town hall meetings.

ALTERNATIVE ACTIONS:

1. Council could allow dispensaries, delivery, cultivation, testing, and production
2. Council could allow any combination of cannabis related businesses
3. Council could continue to disallow all cannabis related business – consistent with current ban

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has engaged on this topic on four occasions since the passage of Proposition 64 to include workshops on February 1 and September 27, 2017, and staff

reports on February 15 and July 19, 2017. The Morgan Hill Municipal Code (MHMC) was changed on July 26, 2017 to ensure alignment with the requirements of the AUMA.

FISCAL AND RESOURCE IMPACT:

The fiscal impacts are dependent on Council's direction. Though the City Attorney's Office and Planning Department anticipate sufficient staff resources to develop the necessary regulations, an outside consultant is likely needed to assist to help expedite the development of the regulations and provide specific expertise. The cost of the consultant could be recovered in the fee structure for new businesses.

The estimated cost of a statistically valid community survey is \$27,000 and would require an additional General Fund appropriation to accomplish this fiscal year.

CEQA (California Environmental Quality Act):

The current report is not a project; however, depending on Council action further direction may require CEQA review.

LINKS/ATTACHMENTS:

1. Correspondence from MHUSD
2. September 27, 2017 Cannabis Workshop Presentation (web link)

From: [Christina Turner](#)
To: [Michelle Wilson](#)
Subject: FW: MH Codes Restricting Cannabis Use and Commerce and American College of Pediatricians Recommendations
Date: Thursday, January 11, 2018 9:02:52 PM
Attachments: [American College of Pediatricians - Detrimental Effects of Marijuana on Youth -April 2017.pdf](#)

From: Steve Betando [mailto:betandos@mhusd.org]
Sent: Thursday, January 11, 2018 4:53 PM
To: Christina Turner <Christina.Turner@morganhill.ca.gov>
Subject: Re: MH Codes Restricting Cannabis Use and Commerce and American College of Pediatricians Recommendations

Good Afternoon Steve, Christina, and David,

To this message, I have attached a detailed and factual report from the American College of Pediatricians about the impact of cannabis on youth. I encourage you to read the report and gain a sense of what the top medical professionals consider when determining the impact of cannabis laws on our children.

I am hopeful that the City Council of Morgan Hill can maintain the strictest codes possible about cannabis use and businesses, along with restrictions on the transport of product, equipment, or services involving or related to the cannabis industry. I also suggest that prior to staff's recommendation to the City Council, you take particular note of information in the document, including sections: Has Legalization Escalated Youth Exposure to Marijuana?, The Extent of Marijuana Abuse, Marijuana and Addiction, Is Marijuana a Gateway Leading to the Abuse of Other Illicit Drugs?, Other Effects of Marijuana on the Brain, and Marijuana and Mental Illness. Please also view the information chart on Long-Term Trends in Annual Marijuana Use by Grade, and adolescent Emergency Department Visits by Type of Substance Abuse.

I encourage the City staff to support a high standard for the quality of life by maintaining strict regulations against cannabis and its related business. I am confident that such protective action will have an even more more profound effect, that of better attracting families and businesses that do compliment a safe and healthy environment. Such action would profoundly display the City's advocacy and support for society's most valuable asset, our youth.

Thank you for your consideration.

Steve Betando
 Superintendent
 Morgan Hill Unified School District
Make Each Day Matter!

Attachment: Correspondence from MHUSD (1568 : Cannabis in Morgan Hill)

Marijuana Use: Detrimental to Youth

American College of Pediatricians – April 2017

ABSTRACT: Although increasing legalization of marijuana has contributed to the growing belief that marijuana is harmless, research documents the risks of its use by youth are grave. Marijuana is addicting, has adverse effects upon the adolescent brain, is a risk for both cardio-respiratory disease and testicular cancer, and is associated with both psychiatric illness and negative social outcomes. Evidence indicates limited legalization of marijuana has already raised rates of unintended marijuana exposure among young children, and may increase adolescent use. Those who used *medical* marijuana had an earlier age of regular marijuana use, and more marijuana abuse and dependence symptoms than those who did not use medical marijuana. A recent article in the [Journal of the American Medical Association](#), noted there is very little scientific evidence to support the use of medical marijuana. The main active chemical in marijuana is delta-9-tetrahydrocannabinol (THC). Marijuana over activates the endocannabinoid system, causing the high and other effects that users experience. These effects include distorted perceptions, psychotic symptoms, difficulty with thinking and problem solving, disrupted learning and memory, and impaired reaction time, attention span, judgment, balance and coordination. THC suppresses neurons in the information-processing system of the hippocampus, thus learned behaviors, dependent on the hippocampus, also deteriorate. Participants who used cannabis heavily in their teens and continued through adulthood showed a significant drop in IQ between the ages of 13 and 38 – an average of eight points for those who met criteria for cannabis dependence. A number of studies have shown an association between chronic marijuana use and mental illness. Therefore, the American College of Pediatricians supports legislation that continues to restrict the availability of marijuana except in the context of well controlled scientific studies which demonstrate medicinal benefit together with evidence-based guidelines for optimal routes of delivery and dosing for specific medical conditions. The College encourages parents to take advantage of the “[family table](#),” and to become involved in drug abuse prevention programs in the community or in the child’s school in order to minimize the risk of their children experimenting with drug use.

Introduction

Federal Law has prohibited the manufacture, sale, and distribution of marijuana for more than 70 years. However, with the discovery of potential medicinal properties of marijuana and the increasing misperception that the drug is harmless, there have arisen increased efforts to achieve its broad legalization despite persistent problems of abuse. Medical use of marijuana has prompted many states to establish programs for sale of medically-prescribed marijuana. As public perception of marijuana’s safety has grown, some states have also passed voter-approved referenda legalizing recreational use

of marijuana by adults. The result has been the same: limited legalization has led to greater availability of marijuana to youth.

How is Marijuana Used?

Whether used licitly or illicitly, marijuana is smoked or ingested. It may be smoked in hand-rolled cigarettes (joints), e cigarettes, pipes or water pipes (bongs), and cigars that have been refilled with a mixture of marijuana and tobacco (blunts). Marijuana emits a distinctive pungent usually sweet-and-sour odor when it is smoked. Marijuana is not so easily detectable, however, when ingested in candy, other foods or as a tea.

Has Legalization Escalated Youth Exposure to Marijuana?

There is evidence legalization of marijuana limited to medical dispensaries and/or adult recreational use has led to increased unintended exposure to marijuana among young children. By 2011, rates of poison center calls for accidental pediatric marijuana ingestion more than tripled in states that decriminalized marijuana before 2005. In states which passed legislation between 2005 and 2011 call rates increased nearly 11.5% per year. There was no similar increase in states that had not decriminalized marijuana as of December 31, 2011. Additionally, exposures in decriminalized states where marijuana use was legalized were more likely than those in non-legal states to present with moderate to severe symptoms requiring admission to a pediatric intensive care unit. The median age of children involved was 18-24 months.¹

Marijuana use by adolescents has grown steadily as more states enact various decriminalization laws.² According to CDC data, more teens now smoke marijuana than cigarettes.³

It is unclear, however, whether this trend indicates a causal relationship or mere correlation. There is some evidence legalization may encourage more youth to experiment with the drug. A national study of 6116 high school seniors, prior to legalization of recreational use in any state, found 10% of nonusers said they would try marijuana if the drug were legal in their state. Significantly, this included large subgroups of students normally at low risk for drug experimentation, including non-cigarette smokers, those with strong religious affiliation, and those with peers who frown upon drug use. Among high school seniors already using marijuana, 18% said they would use more under legalization. There is also evidence of medical marijuana diversion having a significant impact upon adolescents. For example, researchers in Colorado found that approximately 74% of adolescents in substance abuse treatment had used someone else's medical marijuana. After adjusting for sex, race and ethnicity, those who used medical marijuana had an earlier age of regular marijuana use, and more marijuana abuse and dependence symptoms than those who did not use medical marijuana.^{4,5}

Conclusions from this study may not apply to adolescents as a whole due to the select population surveyed. There are broader adolescent population studies suggesting no significant increase in use

due to enactment of medical marijuana laws.⁶⁻¹⁰ Consequently, while all reported their data did not find medical marijuana laws to significantly increase teen use, they also advised continued long-term observation and research.

Is Marijuana Medicine?

A recent article in the *Journal of the American Medical Association* noted there is very little scientific evidence to support the use of medical marijuana. Authors Samuel Wilkinson and Deepak D'Souza explain that medical marijuana is considerably different from all other prescription medications in that "[e]vidence supporting its efficacy varies substantially and in general falls short of the standards required for approval of other drugs by the US Food and Drug Administration (FDA)."¹¹ The FDA requires carefully conducted studies consisting of hundreds to thousands of patients in order to accurately assess the benefits and risks of a potential medication.

Although some studies suggest marijuana may palliate chemotherapy-induced vomiting, cachexia in HIV/AIDS patients, spasticity associated with multiple sclerosis, and neuropathic pain, there is no significant evidence marijuana is superior to FDA approved medications currently available to treat these conditions. Additionally, support for use of marijuana in other conditions, including post-traumatic stress disorder, Crohn's disease and Alzheimer's, is not scientific, relying on emotion-laden anecdotes instead of adequately powered, double-blind, placebo-controlled randomized clinical trials.¹¹

Also, to be considered a legitimate medicine, a substance must have well-defined and measurable ingredients that are consistent from one unit (such as a pill or injection) to the next. This consistency allows researchers to determine optimal dosing and frequency. Drs. Samuel Wilkinson and Deepak D'Souza state:

"Prescription drugs are produced according to exacting standards to ensure uniformity and purity of active constituents ... Because regulatory standards of the production process vary by state, the composition, purity, and concentration of the active constituents of marijuana are also likely to vary. This is especially problematic because unlike most other prescription medications that are single active compounds, marijuana contains more than 100 cannabinoids, terpenoids, and flavonoids that produce individual, interactive, and entourage effects."¹¹

As a consequence, there are no dosing guidelines for marijuana for any of the conditions it has been approved to treat. And finally, there is no scientific evidence that the potential healthful effects of marijuana outweigh its documented adverse effects.¹¹ Sound ethics demands that physicians "First do no harm." This is why a dozen national health organizations, including the College, presently oppose further legalization of marijuana for medicinal purposes.¹² If and when rigorous research delineates

marijuana's true benefits relative to its hazards, compares its efficacy with current medications on the market, determines its optimal routes of delivery and dosing, and standardizes its production and dispensing (to match that of schedule II medications like narcotics and opioids), then medical opposition will dissipate.

The Extent of Marijuana Abuse

In the United States, marijuana is the most frequently used illicit drug,^{13,14} with 23.9 million of those at least 12 years old having used an illegal drug within the past month in 2012.¹⁵ The National Institute on Drug Abuse (NIDA)-funded 2013 *Monitoring the Future* study of the year 2012 showed that 12.7 percent of 8th graders, 29.8 percent of 10th graders, and 36.4 percent of 12th graders had used marijuana at least once in the year prior to being surveyed. They also found that 7, 18 and 22.7 percent respectively for these groups used marijuana in the past month.¹³

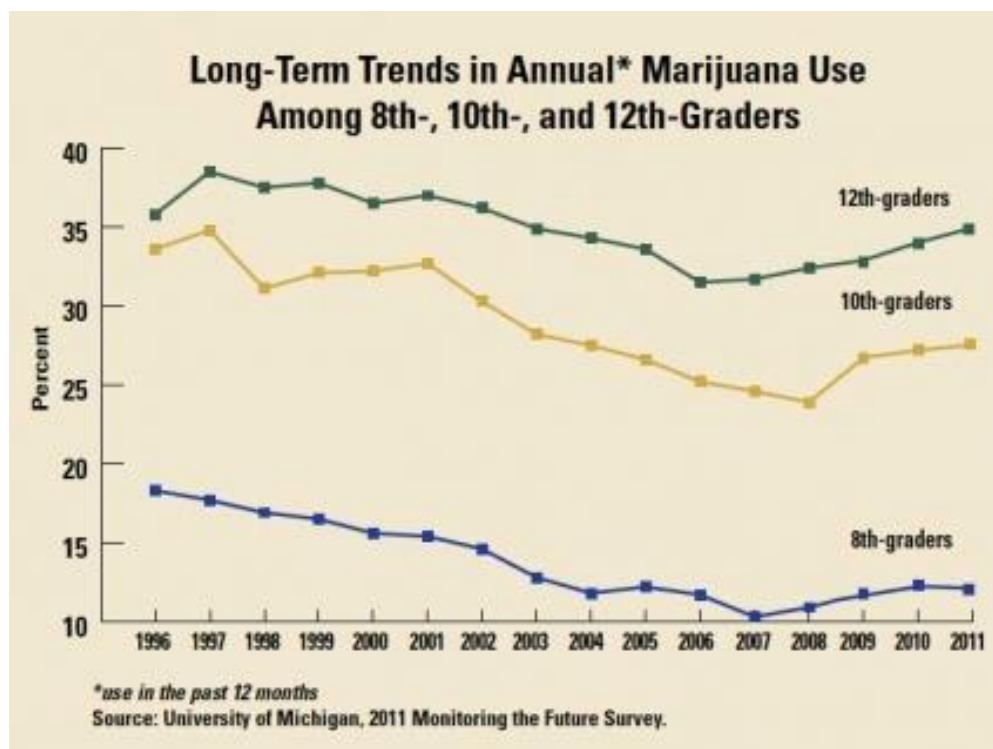
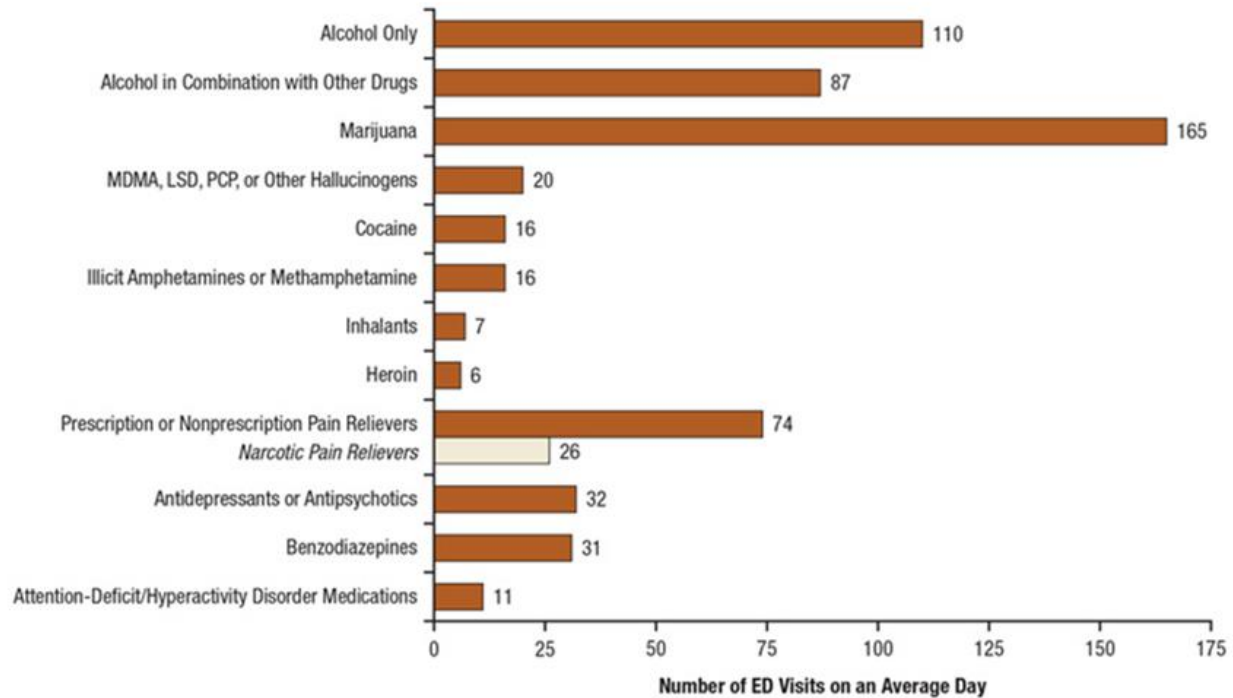


Figure 1. Long-Term Trends in Annual Marijuana Use by Grade¹⁴

After a period of decline in the last decade, marijuana use has generally increased among young people since 2007, corresponding with both its increased availability through limited legalization and a diminishing perception of the drug's risks. The number of current (past month) users aged 12 and up increased from 14.5 to 18.9 million.¹⁵

In 2010, 7.3 percent of all persons admitted to publicly funded treatment facilities were aged 12-17. Marijuana is the leading illicit substance mentioned in adolescent emergency department admissions

and autopsy reports, and is considered one of the major contributing factors leading to violent deaths and accidents among adolescents.¹⁶



Source: 2011 SAMHSA Drug Abuse Warning Network (DAWN).

Figure 2. Emergency Department Visits by Type of Substance Abuse¹⁶

Such data indicate that marijuana use in adolescents is a major and growing problem. Given the widespread availability and abuse of marijuana, and its increasing decriminalization, it is important to examine the adverse clinical consequences of marijuana use.

Marijuana and Addiction

Marijuana is addictive. While approximately 9 percent of users overall become addicted to marijuana, about 17 percent of those who start during adolescence and 25-50 percent of daily users become addicted. Thus, many of the nearly 6.5 percent of high school seniors who report smoking marijuana daily or almost daily are well on their way to addiction, if not already addicted.¹³ In fact, between 70-72% of 12-17 year olds who enter drug treatment programs, do so primarily because of marijuana addiction.^{13,17}

Long-term marijuana users trying to quit report various withdrawal symptoms including irritability, sleeplessness, decreased appetite, anxiety, and drug craving, all of which can make it difficult to remain abstinent. These withdrawal symptoms can begin within the first 24 hours following cessation, peak at two to three days, and subside within one or two weeks follow drug cessation. Behavioral

interventions, including cognitive-behavioral therapy and motivational incentives (i.e., providing vouchers for goods or services to patients who remain abstinent) have proven to be effective in treating marijuana addiction.¹⁸

Although no medications are currently available, recent discoveries about the workings of the endocannabinoid system offer promise for the development of medications to ease withdrawal, block the intoxicating effects of marijuana, and prevent relapse.¹⁹

Is Marijuana a Gateway Leading to the Abuse of Other Illicit Drugs?

An additional danger associated with marijuana use observed in adolescents is a sequential pattern of involvement in other legal and illegal drugs. Marijuana is frequently a stepping stone that bridges the gap between cigarette and alcohol use and the use of other more powerful and dangerous substances like cocaine and heroin. This stage-like progression of substance abuse, known as the gateway phenomenon, is common among youth from all socioeconomic and racial backgrounds.¹⁸ Additionally, marijuana is often intentionally used with other substances, including alcohol or crack cocaine, to magnify its effects. Phencyclidine (PCP), formaldehyde, crack cocaine, and codeine cough syrup are also often mixed with marijuana without the user's knowledge.²⁰

Other Effects of Marijuana on the Brain

The main active chemical in marijuana is delta-9-tetrahydrocannabinol (THC). When marijuana is smoked, THC rapidly passes from the lungs into the bloodstream, which carries the chemical to the brain and other organs throughout the body. It is absorbed more slowly when ingested in food or drink.¹³ In all cases, however, THC acts upon specific molecular targets on brain cells, called cannabinoid receptors. These receptors are ordinarily activated by chemicals similar to THC called endocannabinoids, such as anandamide. These receptors are naturally occurring in the body and are part of a neural communication network (the endocannabinoid system) that plays an important role in normal brain development and function. The highest density of cannabinoid receptors is found in parts of the brain that influence pleasure, memory, thinking, concentration, sensory and time perception, and coordinated movement. Marijuana over activates the endocannabinoid system, causing the high and other effects that users experience. These effects include distorted perceptions, psychotic symptoms, difficulty with thinking and problem solving, disrupted learning and memory, and impaired reaction time, attention span, judgment, balance and coordination.²⁰

Chronic exposure to THC may also hasten the age-related loss of nerve cells.²¹ Numerous mechanisms have been postulated to link cannabis use, attentional deficits, psychotic symptoms, and neural desynchronization.²² The hippocampus, a component of the brain's limbic system, is necessary for memory, learning, and integrating sensory experiences with emotions and motivations. THC suppresses neurons in the information-processing system of the hippocampus, thus learned behaviors, dependent on the hippocampus, also deteriorate.²³

Brain MRI studies now report that in young recreational marijuana users, structural abnormalities in gray matter density, volume, and shape occur in areas of the brain associated with drug craving and dependence. There also were significant abnormality measures associated with increasing drug use behavior. In addition to the regions of the nucleus accumbens and amygdala, the whole-brain gray matter density analysis revealed other brain regions that showed reduced density in marijuana users compared with control participants, including several regions in the prefrontal cortex: right/left frontal pole, right dorsolateral prefrontal cortex, and right middle frontal gyrus (although another small region in the right middle frontal gyrus showed higher gray matter density in marijuana users). Countless studies have also shown that prefrontal cortex dysfunction is involved with decision-making abnormalities and functional MRI and magnetic resonance spectroscopy studies have shown that cannabis use may affect the function of this region.²⁴ Brain imaging with MRI was used to map areas of working memory in the brain and showed similar findings in normal and schizophrenic subjects who did not use marijuana, but decreases in the size of the working memory areas of the striatum and thalamus for those who had a history of cannabis use, that was more marked in those who used marijuana at a younger age and in users with schizophrenia.²⁵

In chronic adolescent users, marijuana's adverse impact on learning and memory persists long after the acute effects of the drug wear off. A major study published in 2012 in *Proceedings of the National Academy of Sciences* provides objective evidence that marijuana is harmful to the adolescent brain. As part of this large-scale study of health and development, researchers in New Zealand administered IQ tests to over 1,000 individuals at age 13 (born in 1972 and 1973) and assessed their patterns of cannabis use at several points as they aged. Participants were again IQ tested at age 38, and their two scores were compared as a function of their marijuana use. The results were striking: Participants who used cannabis heavily in their teens and continued through adulthood showed a significant drop in IQ between the ages of 13 and 38—an average of eight points for those who met criteria for cannabis dependence. Those who started using marijuana regularly or heavily after age 18 showed minor declines. By comparison, those who never used marijuana showed no declines in IQ.²⁶ This is the first prospective study to test young people *before* their first use of marijuana and again *after* long-term use (as much as 20+ years later) thereby ruling out a pre-existing difference in IQ. This means the finding of a significant mental decline among those who used marijuana heavily before age 18, even after they quit taking the drug, is consistent with the theory that drug use during adolescence—when the brain is still rewiring, pruning, and organizing itself—has long-lasting negative effects on the brain. Other studies have also shown a link between prolonged marijuana use and cognitive or neural impairment. A recent report in *Brain*, for example, reveals neural-connectivity impairment in some brain regions following prolonged cannabis use initiated in adolescence or young adulthood.²⁷

Another longitudinal study followed 3385 patients who were between 18 and 30 years of age in 1985 for over 25 years. Cognitive function was assessed at the end of the study and included tests of verbal

memory, processing speed, and executive functioning. 84.3% of the population reported past marijuana use, but only 11.6% continued using marijuana during middle age. For each five years of past marijuana use, verbal memory decreased significantly.²⁸

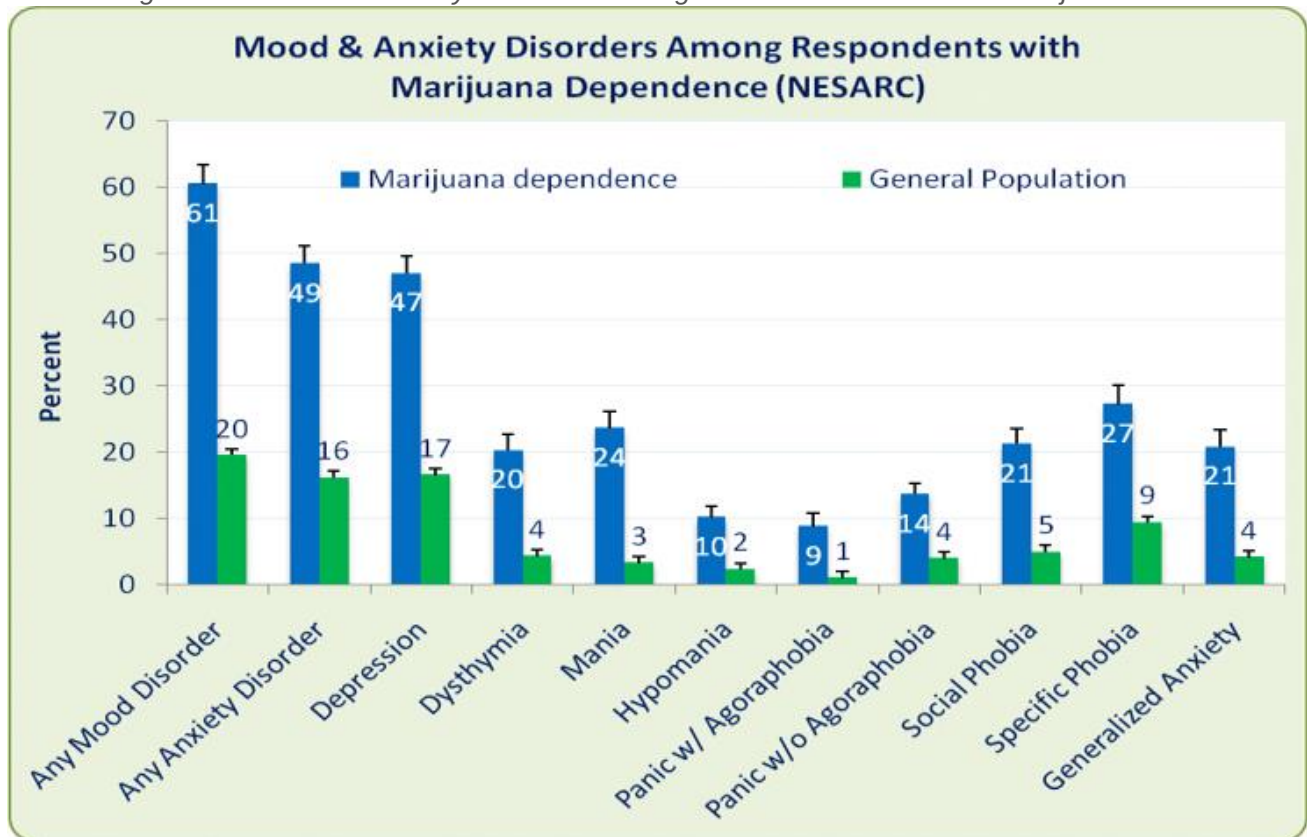
Effects on Activities of Daily Living

Consistent with marijuana's impact upon the brain, research demonstrates marijuana has the potential to cause difficulties in daily life and/or worsen a person's existing problems. Heavy marijuana users generally report lower life satisfaction, reduced mental and physical health, more relationship problems, and less academic and career success compared to their peers who come from similar backgrounds. Marijuana use is also associated with a higher likelihood of dropping out of school, workplace tardiness and absence, more accidents on the job with concomitant workman compensation claims, and increased job turnover.^{28,29}

A 2014 study combined the data of 3 investigations from Australia and New Zealand which compared a series of outcome measures of young adults according to their marijuana use at age 17. The researchers found a significant dose-response effect for each of these. After adjusting for co-variables, compared to those who never used cannabis prior to age 17 (OR 1.0), the odds of graduating from high school by age 25 dropped to 0.78 (95% CI,0.67-0.90) for those who used cannabis less than monthly to 0.61 (95% CI,0.45-0.81) for those using it monthly or more to 0.47 (95% CI,0.30-0.73) for those using it weekly or more to 0.37 (95% CI,0.20-0.66) for daily users. The decrease in attaining a university degree was almost identical. The odds of dependence on cannabis between the ages of 17 and 25 rose progressively from 2.06 (95% CI,1.75-2.42) for less than monthly users to 17.95 (95% CI,9.44-34.12) for daily users, and the odds of other illicit drug use between the ages of 23-25 rose from 1.67 (95% CI,1.45-1.92) for less than monthly users to 7.80 (95% CI,4.46-13.63) for those who were daily users prior to age 17. The odds of a making a suicide attempt between the ages of 17 and 25 were increased from 1.62 (95% CI,1.19-2.19) for less than monthly users to 6.83 (95% CI,2.04-22.9) for daily users. While unadjusted odds ratios were progressively higher for progressively higher amounts of cannabis used before age 17 for both depression (between ages 17-25) and for welfare dependence (at ages 27-30 depending on the study), these differences were no longer significant after adjusting for co-variables.³⁰ Although the greatest harm was among heavier users, it is most concerning that even less than monthly usage prior to age 17 was associated with a significantly lower educational achievement, and significantly higher rates of drug dependence and suicide attempts.

Marijuana and Mental Illness

Figure 3. Mood and Anxiety Disorders Among Users and Non-Users of Marijuana³¹



A number of studies have shown an association between chronic marijuana use and mental illness. People who are *dependent* on marijuana frequently have other comorbid mental disorders including but not limited to anxiety, depression, suicidal ideation, and personality disturbances, including amotivation and failure to engage in activities that are typically rewarding (see figure 3).¹³ Marijuana use is associated with a 7-fold increased risk of depression (OR 7.10, 95% CI, 4.39-11.73) and a 5-fold increased risk of suicidal ideation (OR 5.38, 95% CI, 3.31-8.73) when used alone, and with a 9-fold increased risk of depression (OR 9.15, 95% CI, 4.58-18.29) and nearly 9 fold increased risk of suicidal ideation when marijuana plus other drugs are involved (OR 8.74, 95% CI 4.29-17.79).³² Daily marijuana use in young women has been associated with a five-fold increase in depression and anxiety.³³

Population studies also reveal an association between cannabis use and increased risk of schizophrenia. In the short term, high doses of marijuana can produce a temporary psychotic reaction involving hallucinations and paranoia. There is also sufficient data indicating that chronic marijuana use may trigger the onset or relapse of schizophrenia in people predisposed to it, perhaps also intensifying their symptoms.^{13,34, 31}

A series of large prospective studies showed a link between marijuana use and the later development of psychosis with genetic variables, the amount of drug used, and the younger the age at which use began increasing the risk of occurrence.¹³ Although it is possible that pre-existing mental illness may lead some individuals to self-medicate with (abuse) marijuana and other illicit drugs, further prospective studies similar to those examining psychosis, will more firmly establish marijuana as a causative factor for other forms of mental illness.

A review of 10 studies evaluating the possible link between cannabis use and the development of psychotic disorders found nearly a 50% increased risk of psychosis among cannabis users versus nonusers. “Longitudinal studies show a consistent pattern of association between cannabis and psychosis, which could be indicative of a causal relationship.” “There is a strong body of epidemiologic evidence to support the view that regular or heavy cannabis use increases the risk of developing psychotic disorders that persist beyond the direct effects of exogenous cannabinoids.”³⁵

One mechanism that may contribute to this increased risk is the increase in neural noise caused by cannabis. Neural noise is random neural activity of the brain which reflects poor processing of information. The active constituent of cannabis (delta-9-tetrahydrocannabinol) has been reported to increase this neural noise which may play a role in the psychosis-like effects of cannabis.³⁶

Although there may be other factors that contribute to the apparent relationship between marijuana use and psychosis, it is an important factor to be considered, especially when there is a family history of mental illness.

Marijuana and Driving

Marijuana contributes to accidents while driving due to its significant impairment of judgment and motor coordination. Data from several studies was analyzed and documented that use of marijuana more than doubles a driver’s risk of involvement in an accident.¹³ Because they impede different driving functions, the combination of even low levels of marijuana and alcohol is worse than either substance alone.³⁷

Studies have shown a statistically significant increase in non-alcohol drugs detected in fatally injured drivers in the past decade. The most commonly detected non-alcohol drug was cannabinol, the prevalence of which increased from 4.2% in 1999 to 12.2% in 2010 ($Z = -13.63$, $P < 0.0001$). The increase in the prevalence of non-alcohol drugs was observed in all age groups and in both sexes. In this study, increases in the prevalence of narcotics and cannabinol detected in fatally injured drivers were particularly apparent.³⁸

Other Health Effects of Marijuana

Since marijuana contains many of the same compounds as tobacco, it has the same adverse effects on the respiratory system when smoked as tobacco. These include chronic cough, respiratory infections, and bronchitis.¹⁸ In the longer term emphysema and lung cancer are also among its effects.²¹ In fact, smoking marijuana is more harmful than tobacco for two reasons: first, because it contains more tar and carcinogens than tobacco, and secondly, because marijuana smokers tend to inhale more deeply and for a longer period of time as compared to tobacco smokers.

Marijuana use also has a variety of adverse, short- and long-term effects, especially on the cardiopulmonary system. Marijuana raises the heart rate by 20-100 percent shortly after smoking; this effect can last up to three hours. In one study, it was estimated that marijuana users had a 4.8-fold increase in the risk of heart attack in the first hour after smoking the drug. This elevated risk may be due to increased heart rate as well as the effects of marijuana on heart rhythms, causing palpitations and arrhythmias. This risk may be greater in older individuals or in those with cardiac vulnerabilities. Marijuana use has been found to increase blood pressure and heart rate and to decrease the oxygen-carrying capacity of the blood.³⁹

Chronic smoking of marijuana and its active chemical THC has consistently been shown to increase the risk of developing testicular cancer, in particular a more aggressive form of the disease. One study compared 369 Seattle-area men aged 18-44 with testicular cancer, to 979 men in the same age bracket without the disease. The researchers found that current marijuana users were 1.7 times more likely to develop testicular cancer than nonusers, and that the younger the age of initiation (below 18) and the heavier the use, the greater the risk of developing testicular cancer.^{40,41,42}

A similar study of 455 men in Los Angeles found that men with testicular germ cell tumors were twice as likely to have used marijuana as men without these tumors.⁴³

THC can also cause endocrine disruption resulting in gynecomastia, decreased sperm count, and impotence.⁴⁴

Effects of prenatal exposure to marijuana

The risk of using marijuana during pregnancy is unrecognized by the general public, but infants and children exposed prenatally to marijuana have a higher incidence of neurobehavioral problems. THC and other compounds in marijuana mimic the human brain's cannabinoid-like chemicals, thus prenatal marijuana exposure may alter the developing endocannabinoid system in the fetal brain, which may result in attention deficit, difficulty with problem solving, and poorer memory.¹³ Evidence especially suggests an association between prenatal marijuana exposure and impaired executive functioning skills beyond the age of three. Specifically, children with a history of exposure are found to have an

increased rate of impulsivity, attention deficits, and difficulty solving problems requiring the integration and manipulation of basic visuo-perceptual skills.⁴⁵

Rising Potency and Contaminants

The potency of marijuana has been increasing for decades, with THC concentrations rising from 4% in the 1980s to 14.5% in 2012 in samples confiscated by police. Some strains now contain as much as 30% THC.¹⁸ For a new user, this may mean exposure to higher concentrations of THC, with a greater chance of an adverse or unpredictable reaction. Increases in potency may account for the rise in emergency department visits involving marijuana use. For experienced users, it may mean a greater risk for addiction if they are exposing themselves to high doses on a regular basis. However, the full range of consequences associated with marijuana's higher potency is not well understood, nor is it known whether experienced marijuana users adjust for the increase in potency by using less. Since the legalization in Colorado, one certified lab there has reported that much of the marijuana they have studied and tested has been found to be laced with heavy metals, pesticides, fungus and bacteria.⁴⁶

Health Risks Underestimated

Health risks associated with marijuana use are often underestimated by adolescents, their parents, and health professionals. As explained above, there are newer, stronger forms of marijuana available than that which existed in 1960; current forms of marijuana are known to be three to five times more potent. Parents underestimate the availability of marijuana to teens, the extent of their use of the drug, and the risks associated with its use. In a 1995 survey, the Hazelden Foundation found that only 40 percent of parents advised their teenagers not to use marijuana, 20 percent emphasized its illegal status, and 19 percent communicated to their teenagers that it is addictive.⁴⁷

Parental Monitoring Important

Research shows that appropriate parental monitoring can reduce drug use, even among those adolescents who may be prone to marijuana use, such as those with conduct, anxiety, or affective mood disorders.⁴⁷

Columbia University's National Center on Addiction and Substance Abuse (CASA) found that adolescents were much less likely to use marijuana if their parents stated their disapproval. "Parents who do not want their kids getting drunk and using drugs should begin by sending a strong message to their kids about the importance of avoiding alcohol. Our survey results this year show how important it is for teens to get a clear anti-use message from their parents, especially from Dad. Teens who get drunk monthly are 18 times more likely to report marijuana use than teens who do not drink; those who believe their father is okay with them drinking are two and a half times more likely to get drunk in a typical month. Therefore, parents who do not want their kids getting drunk and using drugs should begin by sending a strong message to their children about the importance of avoiding alcohol."⁴⁷

In 2011, past month use of illicit drugs, cigarettes, and binge alcohol use were lower among youth aged 12 to 17 who reported that their parents always or sometimes engaged in monitoring behaviors compared to youths whose parents seldom or never engaged in monitoring behaviors. The rate of past month use of any illicit drug was 8.2 percent for youths whose parents always or sometimes helped with homework compared with 18.7 percent among youth who indicated that their parents seldom or never helped.

Columbia Center for Alcohol and Substance Abuse found that teens who have frequent family dinners (five to seven per week) were less likely to have used marijuana.⁴⁸ Compared to teens who had infrequent family dinners (2 or fewer per week), teens who had frequent family dinners were almost 1.5 times likelier to have said they had an excellent relationship with their mother and their father. The report also found that compared to teens who said they had an excellent relationship with their fathers, teens that had a less than very good relationship with their father were:

- Almost 4 times likelier to have used marijuana
- Twice as likely to have used alcohol
- 2.5 times as likely to have used tobacco

Compared to teens who said they had an excellent relationship with their mothers, teens who had a less than very good relationship with their mother were:

- Almost 3 times likelier to have used marijuana
- 2.5 times as likely to have used alcohol
- 2.5 times likelier to have used tobacco

Consequently, the College encourages parents to take advantage of the “family table,” and to become involved in drug abuse prevention programs in the community or in the child’s school in order to minimize the risk of their children experimenting with drug use.

In Conclusion

In summary, marijuana use is harmful to children and adolescents. For this reason, the American College of Pediatricians opposes its legalization for recreational use and urges extreme caution in legalizing it for medicinal use. Likewise, the American Academy of Child and Adolescent Psychiatry (AACAP) recently offered their own policy statement opposing efforts to legalize marijuana. They similarly pointed out that “marijuana’s deleterious effects on adolescent brain development, cognition, and social functioning may have immediate and long-term implications, including increased risk of motor vehicle accidents, sexual victimization, academic failure, lasting decline in intelligence measures, psychopathology, addiction, and psychosocial and occupational impairment.” Thus the AACAP (a) opposes efforts to legalize marijuana, (b) supports initiatives to increase awareness of marijuana’s harmful effects on adolescents, (c) supports improved access to evidence-based treatment, rather than emphasis on criminal charges, for adolescents with cannabis use disorder, and

(d) supports careful monitoring of the effects of marijuana-related policy changes on child and adolescent mental health.⁴⁹ The College agrees with this position on marijuana.

The College urges parents to do all they can to oppose the legalization of marijuana, such as working with elected officials against the drug's legalization and scrutinizing a candidate's positions on this important child's issue when making voting decisions. The College encourages legislators to consider the establishment and generous funding of more facilities to treat marijuana addiction. Children look to their parents for help and guidance in working out problems and in making decisions, including the decision to not use drugs. Therefore, parents should be role models, and not use marijuana or other illicit drugs. Finally, these reports strikingly emphasize the need for parents to recognize and discuss these serious health consequences of marijuana use with their children and adolescents. They also point to the requirement for medical experts and legislators to seriously discuss and review these observations prior to promoting any state or federal effort considering legalization.

For more information on this topic, the National Clearinghouse for Alcohol and Drug Information (NCADI) offers an extensive collection of publications, videotapes, and educational materials to help parents talk to their children about drug use. For more information on marijuana and other drugs, contact: National Clearinghouse for Alcohol and Drug Information, P. O. Box 2345, Rockville, MD 20847; 1-800-729-6686. Additional helpful information is provided at the following websites: www.drugabuse.gov, www.marijuana-info.org, and www.teens.drugabuse.gov.

Primary Author: Donald Hagler, MD, FCP

Original: January 2007

Revised March 2015, September 2015, April 2016

Revised Don Hagler, MD, FCP April 2017

ADDENDUM:

[“The Legalization of Marijuana in Colorado: The Impact”](#)⁵⁰ is a compilation of data by the Rocky Mountain High Intensity Drug Trafficking Area that analyzes the effects of marijuana legalization in the state. This third volume allows readers to compare and contrast statistics observed from 2006 – 2009 during Colorado's early medical marijuana era with those from 2009 to 2013 as medical marijuana commercialization grew, and also with those from the current legalized recreational marijuana era from 2013 to the present. The statistics reveal that between 2013 and 2014 there was a 45% increase in marijuana-associated impaired driving, a 32% increase in marijuana-related motor vehicle deaths (with a 92% increase from 2010 to 2014), as well as 29% and 38% increases in emergency room visits and hospital admissions secondary to marijuana use. By 2013, **marijuana use in Colorado was 55% above the national average among teens and young adults**, and 86% higher among those over age 25. Diversion of marijuana from Colorado to other states has also increased several fold. This

new data further supports the College Position Statement above emphasizing concerns that marijuana legalization will result in increased adolescent usage, addiction and its associated risks for them.

A downloadable web source for parents can be found at this link, [Marijuana Talk Kit](#), from Partnership for Drug-free Kids.

The American College of Pediatricians is a national medical association of licensed physicians and healthcare professionals who specialize in the care of infants, children, and adolescents. The mission of the College is to enable all children to reach their optimal physical and emotional health and well-being.

A PDF copy of this statement is available here: [Marijuana Use: Detrimental to Youth](#)

For more information, visit [The Health Effects of Marijuana Use](#) page on this website.

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CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Chris Ghione, Community Services Director

APPROVED BY: City Manager

REVIEW OUTDOOR SPORTS CENTER OPERATOR REQUEST FOR PROPOSALS

RECOMMENDATION(S)

1. Direct staff to solicit full proposals for operation of the Outdoor Sports Center from the San Jose Soccer Complex Foundation and Sports Facilities Management; and
2. Direct staff to further explore partnership opportunities with the Northern California Volleyball Association and Silicon Valley Cricket for use of undeveloped City properties.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

Supporting Our Youth

Seniors

and Entire Community

Preserving and Cultivating Public Trust

POLICY CONSIDERATIONS:

The purpose of this report is 1) to seek City Council direction on moving forward in the review of operators for the Outdoor Sports Center (OSC), and 2) to seek Council consideration on moving forward in reviewing the feasibility of partnering with other organizations to develop additional recreation facilities. Policy considerations include:

1. Upon review of formal Letters of Interest and receipt of recommendations from a formal review committee, should the Council move forward and seek full proposals from two potential partners for the future operations of the OSC?
2. Should the City continue forward in reviewing partnership opportunities for development of City owned land near the OSC with the Silicon Valley Cricket Club and the Northern California Volleyball Association?

REPORT NARRATIVE:

On May 17 and July 19, 2017, the City Council received updates on the OSC operations and provided staff with direction to issue a Request for Proposals (RFP) for the operations of the Outdoor Sports Center. The primary concerns during those periods

were the economic status of the current operator and the maintenance of the Outdoor Sports Center.

The concessionaire agreement with the Morgan Hill Youths Sports Alliance (MHYSA) currently runs through June 2019 and the schedule for the RFP process was established to allow for a new operator to be selected a year before the conclusion of the current agreement. This would allow for an appropriate transition between operators. During the meetings, the Council provided direction and feedback on the development of the RFP. This 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 Council approved the guiding principles of future operations to be Community Access and Economic Development. Specific outcomes were established to support these principles.

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

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

Using this information staff developed the RFP (Attachment 2). The RFP was distributed locally, regionally, and nationally through local contacts and professional contacts in the sports tourism and management industry.

RFP Process

The RFP consists of a two-part process with a request for Letters of Interest (LOI) from potential respondents, before requiring a complete proposal. This was designed to allow the City to receive an early look at which organizations would be able to bring varying attributes to the overall operation and move those organizations forward. This was also designed to allow for further innovative operational partnerships between organizations and the City. The RFP timeline for the process is as follows:

September 8, 2017	Request for Letters of Interest Opens
October 2017	Tours and Informational Meetings
November 17, 2017	Letters of Interest Due (Close of Work Day, 5pm)
Early December 2017	Interviews with LOI Submitters
January 17, 2018	Review of LOIs by City Council
January 18, 2018	Invitation for Proposals Released
February 16, 2018	Proposals Due (Close of Work Day, 5pm)
Late February 2018	Interviews on Proposals
March 20, 2018	Recommendations by the Parks & Recreation Commission
April 4, 2018	Review by City Council
April- May 2018	Agreement(s) negotiated by City Staff
June 2018	Agreement(s) to City Council for Approval

Letters of Interest Review

To review the Letters of Interest a review committee was established. This review committee consisted of the Community Services Director, Recreation Manager, Economic Development Director, two Parks and Recreation Commissioners, a representative from the Chamber of Commerce, and a representative from our local hotel group. The review committee developed a scoring matrix, reviewed all Letters of Interest and then conducted interviews for those organizations proposing to operate the Outdoor Sports Center. Six proposals were received. Upon receipt of the Letters of Interest, the committee quickly moved the organizations into two “buckets”. The first were those organizations proposing to operate the Outdoor Sports Center, which include:

1. San Jose Soccer Complex Foundation (SJSCF) in partnership with the California Youth Soccer Association (CYSA) and Orchard Valley Youth Soccer (OVYS) – Attachment 3
2. Sports Facilities Management (SFM) – Attachment 4
3. Morgan Hill Youth Sports Alliance (MHYSA) – Attachment 5
4. MC Elite – Attachment 6

The second “bucket” was made up of organizations not proposing to operate the Center, but proposing to partner with the City to develop sports facilities on City owned property.

1. Northern California Volleyball Association (NCVA) – Attachment 7

2. Silicon Valley Cricket (SVC) – Attachment 8

Review of Potential OSC Operators

The review committee decided it would be best to interview all the organizations in the first “bucket”, who had proposed to operate the OSC. The committee used the interviews and Letters of Interest to score each organization using the matrix available in Attachment 1. The scoring categories were used to support the guiding principles and outcomes developed by the City. Attachment 1 also includes the average scores for each of the four organizations.

After completing the scoring, the committee recommended that the City continue forward and solicit full proposals from the top two scoring organizations, which were the San Jose Soccer Complex Foundation and the Sports Facilities Management. The committee believes these organizations are the only two that have the ability to meet the outcomes established for the RFP. The committee did not recommend that the MHYSA move forward in the process. The committee understood the MHYSA is looking to shift its operating model in the future to one that is more integrated with City operations, but had concerns about the organizational capacity for it to carry forward in this model successfully. The committee very much appreciated the proposal from MC Elite, but felt they had the least experience in operating facilities and managing field sports. The committee did believe there may be opportunities to partner with the organization in development and/or operation of an indoor sports facility in the future.

Review of Other Letters of Interest

For the second “bucket” of organizations, the committee has recommended that the City work directly with them to further review the development partnership opportunities they have presented. These proposals are for use of the recently purchased ten acres of City property directly adjacent to the site for additional parking and future recreation facilities (NCVA proposal) and the City also owns 26 acres designated for a future ball field complex (SVC). Both sites were included as optional components in the RFP process. Both sites are located outside the City limits in the County and have development constraints due to that fact. However, as was presented to the Council when the properties were purchased, the City does have the right to develop them in the County for a public purpose. Development on both sites would require planning, design, and environmental review.

The NCVA proposal would be to fund and utilize a portion of the 10-acre site to develop sand volleyball courts. If the City Council moves forward in approving further discussion on this possible use, there would be many important factors, but one of the most critical would be ensuring that the addition of the facility does not encroach on the area needed to solve the parking issues at the OSC and Aquatics Center.

The SVC proposal would be to fund and utilize the current Ball Field Site for the development of cricket fields. While this may seem contradictory to the intended purpose of the site, the SVC believes it may be able to develop the site so that it can be designed in a way that allows for both cricket as well as baseball and softball. Should

the Council allow discussions on this opportunity to go forward, it is the intent of staff to make baseball and softball a requirement for any future partnership.

Other Outdoor Sports Center Updates

One of the components outlined in the Sports Tourism Business Strategy was the development of a destination management organization (DMO) to support the coordination and marketing of major events occurring in Morgan Hill. City teammates from Economic Development and Community Services are continuing to discuss this opportunity with our local hoteliers and are now moving forward in the possible development of a Tourism Based Improvement District (TBID). It is believed by both City teammates and the hoteliers that the organization formed to manage the TBID will also be able to serve the purpose of the DMO. The structure and format of this is currently being discussed and the formation of the TBID should return for Council review in the first half of 2018.

During the July 19, 2017 meeting, multiple Councilmembers expressed interest in further negotiating the agreement with the current operator through the remainder of the operating agreement. City staff suggested this be done upon the completion of the FY2016/17 Audit for the MHYSA. The MHYSA has yet to complete this audit, but has informed City staff it should be done in the near future. City staff intend to return to Council with the MHYSA agreement upon the completion of the audit.

COMMUNITY ENGAGEMENT: Inform

City teammates have performed a variety of outreach to local sports organizations and the community in general through this process. Multiple local organizations have submitted proposals. Outreach to our largest baseball and softball organizations specific to development of the Ball Field Site has also occurred. Coordination on this process has also involved our local business community through the Chamber of Commerce and local hotel coalition.

ALTERNATIVE ACTIONS:

The City Council could alternatively select to move additional organizations forward in the RFP process and solicit full proposals from MC Elite and the MHYSA. The City Council could also direct City staff not to further investigate partnership opportunities with NCVA and SVC for undeveloped City owned properties.

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.
- July 19, 2017 – The City Council directed City Staff to issue an RFP for operations of the Outdoor Sports Center and approved the guiding principles for the RFP.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact associated with the proposed recommendations and this preliminary step of identifying operating partners for the Outdoor Sports Center and adjacent recreation sites.

CEQA (California Environmental Quality Act):

Not a Project

The recommended actions by Council are administrative and will not result in a change to the physical environment, these actions do not constitute a project under the California Environmental Quality Act. Any future improvements to sites would require appropriate environmental review which would be conducted to meet CEQA requirements.

LINKS/ATTACHMENTS:

1. LOI Interview Scoring Results
2. Request for Proposals - Morgan Hill Outdoor Sports Center
3. SJSCF_CYSAD2_OVYS LOI
4. SFM - LOI
5. MHYSA LOI
6. MCElite LOI
7. NCVA LOI
8. SVC LOI

Letter Of Interest Interviews - Scoring Sheet

Organization Capacity	Possible	SJSCF	SFM	MHYSA	MC Elite
Relevant Experience	15	13.83	13.50	13.17	8.17
Financial Stability	10	9.33	8.33	1.33	5.83
Staff Leadership	5	4.00	4.50	3.33	4.00
Coordination with other organization/cities	5	4.17	4.00	4.00	2.50
Experience attracting major events	10	8.83	8.83	7.33	6.17
Logistics Experience with major events	10	9.00	8.00	8.50	6.50
Past experience managing and maintaining sponsors	5	4.33	4.17	2.50	2.33

Operations Plan	Possible	Score	Score	Score	Score
Plan to balance sports type	5	4.00	3.33	4.50	3.50
Plan to balance local and regional use	5	4.50	3.17	4.33	4.00
Plan to maintain the facility at high level	10	9.50	6.00	4.50	6.00
Plan to support future capital maintenance	5	5.50	2.00	0.83	2.33

Other Enhancements	Possible	Score	Score	Score	Score
Planned facility improvements (private funding)	10	8.83	0.83	1.33	4.00
Other unique plans for the facility	5	4.00	2.33	3.17	3.50

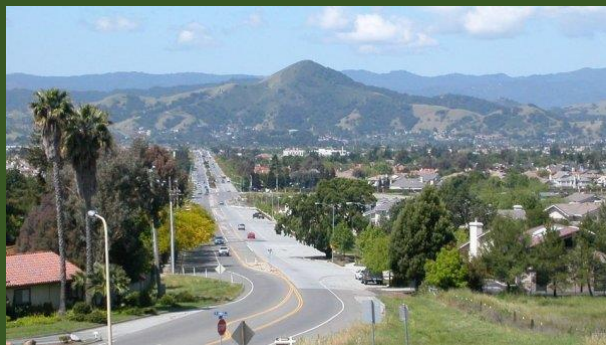
	Possible	Score	Score	Score	Score
Total Points	100	89.83	69.00	58.83	58.83

Attachment: LOI Interview Scoring Results (1581 : Outdoor Sports Center Operator Request for Proposals)



Request for Proposals

Morgan Hill Outdoor Sports Center Operations and adjacent Recreation Facility Opportunities



An exciting opportunity for Sports Facility and Event Venue Operators, Regional Sports Organizations and Developers.

RFP Issued September 8, 2017

Background

The City of Morgan Hill is seeking proposals to operate the 38-acre Outdoor Sports Center (OSC). The facility is located at 16500 Condit Road and is easily accessible from Highway 101. The City of Morgan Hill desires to be a mecca for sports and recreation related events and the OSC is the key facility in this effort.

Since 2010, the Morgan Hill Youth Sports Alliance (MHYSA) has operated the facility for both regional and local use hosting a variety of regional sporting events ranging from soccer tournaments to the Dog Agility World Championships, to concerts. The current operating agreement with the MYHSA concludes in June 2019 and the intent of the process is to have a new operator(s) for the OSC by July 2018 or earlier to ensure a smooth transition. The transition period is anticipated to begin in July 2018.

The Outdoor Sports Center is located within the City's proposed Sports Recreation and Leisure District and located directly adjacent to the City owned and operated Dennis Kennedy Aquatics Center (AC). The City additionally owns 10 acres of property adjacent to both sites and is currently being used as overflow parking as well as 26 acres of property a block away that has been land banked for future ball fields (see Attachment A).

In early 2017, the City completed an update to the City's Bikeways, Trails, Parks and Recreation Master Plan. As part of this plan the City hired Johnson Consulting to develop a Sports Market Business Strategy. A key recommendation in the study is the development of a Destination Management Organization (DMO) to support sports tourism. City staff is actively working with the local Chamber of Commerce and Hotel Group to move forward with the development of a Tourism Based Improvement District that can support a DMO type of organization.

Purpose of the RFP

The purpose of the RFP is for the City to explore operator proposals that could lead to a wide range of collaborative partnerships. Possible scenarios include:

- a) An agreement with an organization or multiple organizations to operate the Outdoor Sports Center.
- b) A development agreement that for potential development or use of the OSC in combination with adjacent public and/or private property to accomplish innovative sports recreation proposals, in addition to the operation of the OSC.
- c) An agreement to promote the OSC and other city facilities for the purpose of attracting sport events to the city.
- d) An agreement for a combination of any of the above scenarios. The City is open to all forms of partnerships including public/private partnerships, as long as the basic outcomes identified by the City are achieved.

The Facilities

Morgan Hill is located in South Silicon Valley, just 10 miles south of San Jose. The OSC is located just minutes off the freeway with two separate off ramps providing service to the facility and surrounding area. The location provides convenient access to many of the City's hotels. A map of facility locations is included as Attachment 1.

The Outdoor Sports Center

In 2007, the City invested approximately \$16 million in acquiring the property and constructing two synthetic turf fields with lights and bleachers, concession/restroom building, and improved parking for 325 vehicles. These improvements were added to the existing open grass areas, which provide space for up to 9 full size soccer fields. The OSC was developed to accommodate local youth non-profit athletic organizations (ie. soccer, football, lacrosse, field hockey, rugby), youth and adult regional tournaments, sports camps, high school games/practices, and other special events. The two artificial turf fields have reached their usable life and are scheduled for replacement by the City in December 2017.

Presently, the MHYSA maintains and operates the entire site including two artificial turf fields, nine grass fields, concessions, parking lot and restrooms. The facility has "limited access" because paid reservations are required to use the facility. The MHYSA uses several contractors to support maintenance, concessions and other operations. The 23 acres of grass fields do not have an in-ground irrigation system and are watered with large water cannons owned by the MHYSA, that is supported by one onsite well owned by the City. The City has expressed a desire for improved maintenance at the facility to the MHYSA, but overall the facility could be brought back up to a high standard with work.

Weekdays are normally used by local users for soccer, football and other sports, while weekends are often scheduled for large tournaments and events. Detailed photos and layout of the OSC are included in Attachment 2

The Morgan Hill Dennis Kennedy Aquatics Center

The Aquatics Center is currently operated and managed by City staff. The facility is located on a ten-acre site and devoted to both recreational and competitive swimming. The facility houses a 50-meter competition pool, instructional pool, recreation pool with water playground, two large waterslides, spray ground, meeting rooms, picnic areas, and locker rooms. The facility hosts summer recreation swim, which brings in between 500-2000 participants daily. The facility is also host to approximately 10 local and regional swim meets, which can bring in thousands of people on weekends.

City staff at the Aquatics Center regularly coordinate and collaborate with the current operator of the OSC in the areas of: parking management, cross promotion of facility use and shared advertising sales. It is not anticipated that operation of the Aquatics Center would be included

in proposals, however, the City is very interested in opportunities for innovative partnerships relating to coordinated management of the facilities.

City Owned Property designated for Parking and Future Recreation Use

This 10-acre property is currently vacant, unimproved property. It was purchased recently for future parking and recreation facility use. No City funding is allocated for permanent development. The property is currently being used as additional overflow parking for the OSC and Aquatics Center. The City is open to innovative future uses of this site in coordination with operations of the OSC and Aquatics Center. The site is located outside of the City limits within the County. Future development of this site will require the use of water wells as it cannot be connected to City services (in the near future).

City Owned Future Ball Field Site

This 26-acre property is currently undeveloped. It was purchased by the City in 2016 to land bank the property for the future development of baseball fields on the site. No funding is allocated for the permanent development of the ball fields within the next five years. The property is currently used for agricultural purposes. The City is open to innovative future uses of this site in coordination with operations of the OSC. The site is located outside of the City limits within the County. Future development of this site will require the use of water wells as it cannot be connected to City services (in the near future).

Adjacent Private Property

There is significant private property near the OSC both within the City limits and County. The City is open to innovative partnership models that utilize adjacent and nearby property in coordination with the operations of the OSC.

The Opportunity

The opportunity presented through this process is for an organization or multiple organizations to operate the 38-acre Outdoor Sports Center site. The City's primary goal is to ensure the ongoing operation of the OSC with the intention to meet two guiding principles approved by the City Council.

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.

To provide greater detail on the Guiding Principles a set of Basic Outcomes have been established. The Basic Outcomes are the baseline of what must be achieved through the RFP Process. The City has also established some Additional Desired Outcomes achievable through this process and the resulting collaborative agreement(s).

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
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
 - e. Sponsorship models/advertising
2. Development of a funding mechanism for future planned maintenance and replacement
3. Open public (non-organized) use hours at the facility

RFP Process

The RFP Process will be one that occurs in two parts. Those interested in ultimately submitting a proposal shall submit a Letter of Interest (LOI) to participate in the proposal process. Subsequently, the City will request detailed proposals from selected organizations.

RFP Schedule

September 8, 2017	Request for Letters of Interest Opens
October 2017	Tours and Informational Meetings (By appointment, contact staff)
November 17, 2017	Letters of Interest Due (Close of Work Day, 5pm)
Early December 2017	Interviews with LOI Submitters
January 17, 2018	Review of LOIs by City Council
January 18, 2018	Invitation for Proposals Released
February 16, 2018	Proposals Due (Close of Work Day, 5pm)
Late February 2018	Interviews on Proposals
March 20, 2018	Proposal Recommendations to the Parks and Recreation Commission
April 4, 2018	Review by City Council
April- May 2018	Agreement(s) negotiated by City Staff
June 2018	Agreement(s) to City Council for Approval

Letter of Interest Submission Requirements

Letters shall be submitted electronically in PDF format and shall not exceed 20 pages (including any attachments, diagrams, etc.) in length or 10 megabytes (MB) in file size. All proposals shall be submitted via email to Chris.Ghione@morganhill.ca.gov.

The LOI is not intended to be a complete business plan, but is intended to provide enough data for the City to understand the concept of your future proposal.

Letters of Interest should include the following information:

1. **Organization Background.** Provide an introduction to your organization, its' goals and rational for submitting a proposal.
2. **Concept and Approach.** Provide an executive summary of your intended proposal. Describe how your proposal will support the Guiding Principles and if your organization intends to meet all outcomes individually or support some of the outcomes and collaborate with others to meet all outcomes.

3. Relevant Experience. Provide experience of your organization as it relates to your intended proposal.
4. Organizational Structure and Staffing. Describe the future planned structure of your organization to support your intended proposal.
5. Facility Use. Describe what components of the facilities are necessary for your intended proposal. Describe capital improvements and maintenance planning and method of funding.
6. Financial Considerations. Include information on intended revenue and expenses related to your intended proposal.

Letters of Interest will be reviewed for alignment with the City Guiding Principles, organizational capacity, compatibility with City operations, and financial stability. Selected organizations will be invited to participate in the next stage and submit a full proposal.

Full Proposals

Those organizations invited to submit a full proposal, will be required to submit a full business plan that includes the following:

1. Management structure
2. Community access and regional use philosophy
3. Market strategy
4. Risk management plan
5. Revenue sources and pricing system
6. Itemized expenses
7. 3 year revenue/expense pro-forma
8. Capital funding plan
9. Integration of operations with City facilities
10. Use of sub-contractors and partner organizations
11. Planned collaboration with future Destination Management Organization

Other Information

- The City reserves the right to reject any and all submittals.
- The City is not responsible for any costs incurred by applicants in the preparation of a response to this RFP.
- Applicants should be aware that the City, as a public entity, cannot guarantee the confidentiality of information contained in the RFP submittal. While the City will attempt to maintain confidentiality of submitted materials, applicants may choose not to submit some information requested in the RFP. If such an instance occurs, the affected applicants should note for the reviewers the specific information purposely withheld and indicate that it will be provided to the City if granted an interview.
- City reserves the right to waive any informality in the process.
- City reserves the right to accept proposals from organizations that have not submitted a Letter of Intent, should the City determine, at its sole discretion, that it is in the best interest of the City.

Contact Information

Chris Ghione, Community Services Director

408.782.9154

chris.ghione@morganhill.ca.gov

Supporting Documents

1. Current Concessionaire Agreement and associated information – <http://www.morganhill.ca.gov/1028/Operating-Agreement>
2. Sports Market Business Strategy – <http://www.morganhill.ca.gov/1429/Master-Plan-for-Parks-Trails-and-Bikeway>
3. MHYSA Website (Current Operator – not a City site) - <http://morganhilloutdoorsportscenter.com/>
4. Morgan Hill Economic Development Website - <http://ca-morganhill2.civicplus.com/628/Economic-Development>
5. Area Site Layout – Attachment 1
6. Outdoor Sports Center Site Layout - Attachment 2

Attachment 1 - Morgan Hill Sports and Recreation Facilities

Morgan Hill Outdoor Sports Center

16500 Condit Road

11 Fields – 9 Grass & 2 Synthetic Turf

Morgan Hill Aquatics Center

16200 Condit Road

3 Pools including Competition Pool, Instructional Pool and Water Park Features

Future Baseball/Softball Site

26 acres to be used for a 6 Ball Field Complex

Future Recreation Facilities Site

10 acres to be used for parking and recreation facilities expansion



Attachment 2 Outdoor Sports Center Site Layout

Grass Fields

- 9 fields
- 23 +/- acres
- Watered by above ground water cannon system
- No field lights

Synthetic Turf Fields

- 2 fields
- Field lights
- Bleachers with seating for 600 and 200
- PA system
- Electronic scoreboards

Other

- Improved parking for 325 vehicles
- Unimproved parking for 200 +/-
- Restrooms
- Concession stand
- Tournament/meeting room





Letter of Interest to Manage & Operate

Morgan Hill Outdoor Soccer Complex

By the OSC Management Group

November 14, 2017

1. Organization Background. Provide an introduction to your organization, its' goals and rational for submitting a proposal.

This will be a tri-party management team to bring the Outdoor Soccer Center (OSC) back to a relevant sports venue serving the numerous youths and adult recreational needs of the local, regional and national sports groups.

A partnership will be formed to manage and operate the OSC consisting of:

- **Orchard Valley Youth Sports League (OVYSL).** A soccer club with over 1500 players. OSC is part of OVYSL territory and OVYSL needs access to OSC for practices, games and tournaments.
- **San Jose Soccer Complex Foundation (SJSCF).** A non-profit organization whose mission is to develop and manage a sports complex for its 17 soccer leagues to host local, regional and national tournaments.
- **California Youth Soccer Association - District 2 (CYSA-D2).** A group of affiliated leagues with the need of a large complex to host tournaments, Specific requirement is to host 6 District Cup Weekends at OSC.

This partnership will be referred to hereafter as the "OSC Management Group".

2. Concept and Approach. Provide an executive summary of your intended proposal. Describe how your proposal will support the Guiding Principles and if your organization intends to meet all outcomes individually or support some of the outcomes and collaborate with others to meet all outcomes.

SJSCF will be the lead party in the management and operations of OSC. Its overall objectives are:

- Facility upgrades to make OSC a premier venue.
- Assure access for local sports organizations.
- Maximize economic impacts for Morgan Hill through regional and national events.
- Operate without City subsidy.
- Properly coordinate and manage parking operations.

3. Relevant Experience. Provide experience of your organization as it relates to your intended proposal.

CYSA was the prior management entity, prior to MHYSA. Additionally, CYSA and Orchard Valley host numerous large soccer events in the region.

4. Organizational Structure and Staffing. Describe the future planned structure of your organization to support your intended proposal.

SJSCF on behalf of the OSC Management Group will provide all bookkeeping activities, inclusive of all revenue and expenses. The OSC Management Group will meet monthly to oversee all matters pertaining to OSC operations, conduct budget reviews, prepare annual operating budgets, including capital improvements, and provide required reporting requirements to the City of Morgan.

OSC staffing will consist of:

- Field Administrator: A full time person would be responsible for (i) monitoring the maintenance vendors, including watering, weed/gopher abatement, etc. (ii) schedule and insuring contract compliance with events (iii) signing agreements with customers.
- Maintenance would be outsourced (watering, gopher/weed abatement, field conditioning, etc.).
- Marketing Administrator: A marketing person would be paid either part time or on commission basis to bring events to the complex during empty soccer weekends (eg. lacrosse, cricket, dogs, etc.)

5. Facility Use. Describe what components of the facilities are necessary for your intended proposal. Describe capital improvements and maintenance planning and method of funding.

The OSC Management Group intends to manage and operate the entire 38 acre OSC facility, along with the interim use of the 10 acres parcel for parking. This includes providing capital to refurbish the grass fields and provide a capital backstop if the Complex needs additional funding whether for capital improvement or enhanced maintenance. We will be retaining a landscape and sports consultant to assess existing conditions and provide a magnitude of related costs (MH to replace the two existing turf fields).

6. Financial Considerations. Include information on intended revenue and expenses related to your intended proposal.

Partner SJSCF has in excess of \$1.4 M in current assets without any liability set aside for improvements and operations. In addition, SJSCF can draw upon its 25,000 member families from its affiliated leagues to raise additional cash as may be needed for management and operations of the OSC.

Revenues will most certainly be enhanced by partner OVYSL's active use of OSC; by the 17 D-2 leagues; local and regional soccer tournaments; local MH youth groups; youth football; cricket leagues, and other revenue opportunities.

Expense funding will be augmented by these revenue opportunities.

The OSC Management Group will provide a detailed proforma in its response to the subsequent RFP.

Attachments:

- A. San Jose Soccer Complex Foundation informational statement.
- B. Orchard Valley Youth Soccer League information statement.
- C. California Youth Soccer Association informational statement.

ATTACHMENT A

MH LOI

SAN JOSE SOCCER COMPLEX FOUNDATION

MISSION: TO DEVELOP AND MANAGE A SOCCER COMPLEX SERVING YOUTHS AGES 4 TO 19

District 2 of the California Youth Soccer Association (CYSA), one of the largest youth soccer organizations in the US, serves families in 17 local leagues in Santa Clara, Santa Cruz, San Benito, San Mateo and Monterey Counties.

Santa Clara County leagues include Los Gatos, West Valley, South San Jose, Santa Clara, North Valley, Alum Rock, Almaden Valley, Foothill, Central Valley San Jose, DeAnza & Mt. Hamilton.

CYSA District 2 goal is to offer youth players, ages 4 to 19, of all abilities the opportunity to play the greatest game in the world - and learn some valuable life lessons along the way as well.

In its mission to continue the long term commitment to soccer and insure adequate future playing fields, CYSA District 2 established the San Jose Soccer Complex Foundation in 2003. As a 501c3 charitable nonprofit, its purpose is to:

- *Develop and manage a soccer complex capable of hosting soccer games.*
- *Provide excellent facilities for local teams to educate and develop players and coaches in the best practice and playing environment possible.*

The **Foundation** receives most of its funding from CYSA District 2 donations. These donations are from the fees generated from the fall and spring leagues and tournaments. Additional donations for land purchase and/or capital improvements have also been received from the CYSA District 2 leagues. The **Foundation** Board of Directors is comprised of the CYSA District 2 league presidents, the District Commissioner and Assistant Commissioner, a Treasurer, and 2 CYSA board members.

ATTACHMENT B

MH LOI

ORCHARD VALLEY YOUTH SOCCER LEAGUE

Mission Statement

The Orchard Valley Youth Soccer League and OV Toros FC are committed to providing South County area children with a fun and rewarding soccer experience and to teach them to love the game of soccer. All players participate as active and contributing team members, while coaches support and encourage players to achieve their soccer goals. We as a league and club, establish a fun, yet disciplined environment that emphasizes the individual development of advanced skills, team ethics, team tactics and good sportsmanship.

OVYSL and OV Toros FC strive to achieve the following goals:

- Instilling the fundamental principles of teamwork and fair play
- Focusing on skill development, tactics and game strategy
- Helping players achieve the highest level of competitive play desirable
- Building self-esteem and confidence for each participant
- Educating the youth to respect their peers
- Developing local players to the level that will allow them to play at the high school, Olympic development, national or professional level

Currently OYVSL has 36 competitive teams and 15 recreational teams. In addition, our U8 and U6 recreational program has approximately 150 local children participating.

ATTACHMENT C

MH LOI

CYSA DISTRICT II

SERVING YOUTH PLAYING THE WORLD'S GREATEST GAME

CYSA District II is part of the California Youth Soccer Association — one of the largest youth soccer organizations in the U.S. We serve families in 17 local leagues in San Mateo, Santa Clara, Santa Cruz, San Benito, and Monterey Counties.

Our goal is to offer youth players of all abilities the opportunity to play the greatest game in the world — and learn some valuable life lessons along the way as well. Some call it soccer; others futbol. But all can call District II home.

[Recreational](#) players can play within their home league, or as part of a play-through league that includes teams from several neighboring leagues. [Competitive](#) players can play on teams bracketed within a metro area — or all the way up to statewide leagues. District II's [Olympic Development Program](#) (ODP) offers those with exceptional abilities and commitment levels a path to state, regional, and US Soccer's youth national teams.

While the primary playing season for District II teams is the fall, District II also offers a developmental spring season — with tournament play for fun experiences in the summer.



Letter of Interest Submission - City of Morgan Hill, CA

Prepared by Sports Facilities Management, LLC
November 16, 2017





600 Cleveland Street, Suite 910
 Clearwater, FL 33755
 Tel: (727) 474-3845
 Fax: (727) 462-2800
 www.sportadvisory.com

The Sports Facilities Management ("SFM") is pleased to provide this Letter of Interest to the City of Morgan Hill related to the management of the Morgan Hill Outdoor Sports Center Operations. We have provided an overview on SFM, our experience, and strategic approach related to the Letter of Interest in the format requested by the City. Our approach is flexible and we believe in collaboration as a core strategy. We welcome the opportunity to present further information as requested by the City and to present our proposed approach.

ORGANIZATIONAL BACKGROUND

SFM's Mission is to improve the health and economic vitality of the communities we serve. We live this mission by planning, financing, and managing youth and amateur sports complexes.

SFM is the largest and most experienced sports facility development and management service in the U.S. Since our founding in 2003, more than 13 years ago, our team has led over 800 venue planning and finance processes shaping the youth and amateur sports marketplace through enterprise level financing, facility development, events marketing, and venue management.

Today we manage and oversee the most successful youth sports tourism venues in the industry. In just the past three years, venues produced by our firm have witnessed over 50 million guest visits. In 2016 alone, our venues have experienced approximately \$50 million in direct spending by visiting tournaments and events. In all, we have served a portfolio totaling more than \$8 billion in projects.

We measure our mission impact by evaluating the number of visits in our venues, the direct economic impact and the financial results at the venue level. We prioritize these metrics because we know every visit in our venues contributes to the health of our guests while the financial and economic results achieved determine the long-term sustainability of our work. We are thrilled to report that we are regularly recognized for the role we are playing in shaping the future of sport in America.

SFM is widely known for our role in improving access to sport on a national scale as we simultaneously set new standards for economic impact through sports tourism. This Letter of Intent response is intended to showcase this track record and our unique skills, network, and business model which is perfectly suited to the Morgan Hill Sports Center.

We have achieved our status as the industry leader because of our singular focus on the financing, development, and operations of youth and amateur sports venues. As such, it is our assertion that we are ideally suited to support Morgan Hill in the operations of the facilities identified in the LOI.

Our Firm:

- Produces more successful venues than any other provider in the youth and amateur and sports tourism markets. We have accomplished this by working with numerous builders. We have a track record of finding the right design and construction firm for each project.
- Consistently outperforms economic impact and financial forecasts.
- Attracts and retains proven industry leaders because of our engaging corporate culture and because we create better career opportunities than any other provider.
- Has developed proven processes and systems to accelerate and support facility financing, development, and operations.



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- Consistently maintains stellar client relationships in the public and private sectors that we work in every day.
- Employees over 285 industry experts with over 2,000-part time employees reporting up to these trained professionals.
- Leads the industry with financing, development, pre-opening events booking, and operational excellence. We are not beholden to one, singular user group. We partner with a national network of clubs, academies, tournament providers, national governing bodies, and event rights holders.
- Exists to improve the health and economic vitality of the communities we serve. We are deeply committed to this mission.

With SFM management, the City's Definition for success becomes our definition of success. We understand from the RFP the City is looking to support local programming and to drive economic impact. SFM is ideally suited to achieve these results.

CONCEPT & APPROACH

Based on the RFP, SFM understands the City of Morgan Hill is currently seeking creative solutions to optimize the programming and the usage of the Morgan Hill Sports and Recreation Facilities. This includes supporting local programming and driving economic impact. SFM's approach is focused on the management of the existing two (2) turf multi-purpose fields and the nine (9) natural grass fields. Additionally, we have extensive experience with aquatic programming and operations if the City is interested in further exploring the management of the Morgan Hill Dennis Kennedy Aquatics Center. If the City is interested in this approach, SFM will team with Counsilman-Hunsaker ("CH") who is a full-service aquatic planning, design, and operations management firm with projects ranging from municipal recreation centers to world-class competitive facilities. CH serves as SFM's aquatic specialists.

In addition to supporting the successful operation of the existing fields and potentially the aquatics facility, our team has the ability to support the planning, financing, and development of the additional 10 acres, future ball diamonds, and potentially the acquisition of additional properties that surround the Morgan Hill Sports and Recreation facilities. SFM has opened and managed more successful venues than anyone in the country. This is evidenced by:

- SFM producing **5 of the top 9** venues identified by **Sports Facility Planning Guide** including: Rocky Top Sports World, Upward Star Center, Myrtle Beach Sports Center, Spooky Nook Sports Complex, and the Round Rock Sports Center.
- SFM has built the industry's leading team for sports facilities management in areas of business development, leadership, operations, human resources, risk management, and finance.
- SFM venues outperform industry averages in all key performance indicators including economic impact, net operating income, events hosted, cost containment, and payroll as percent of income.
- \$6 billion in planned venues analyzed
- Over 800 communities served
- In the last 2 years, 1,500,000 square feet of indoor space and 800 acres of outdoor space developed
- Bottom line turnaround (optimization) of multiple struggling venues to deliver financial stability in order to provide a sustainable operation for future years of service to their community

If SFM is selected, the City of Morgan Hill will join our national network of managed venues. These venues share leads with one-another and work collaboratively to attract and retain events within our system. This network supports our unmatched ability to pre-book venues during the construction phase and to secure project



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financing. In addition to events, SFM's Team of industry experts provide best practices for community programming. This includes multi-generational programming for sports, fitness, recreation, and entertainment.

Example projects served by our team include:

- Rocky Top Sports World
- Myrtle Beach Sports Center
- The Legends Sports Complex
- Upward Star Center
- Spooky Nook Sports
- Round Rock Sports Center
- The Hoover Met
- Drive Nation
- Hill Country Indoor Sports
- Canada Games Center
- National Stadium of the Bahamas
- Numerous others...

The advantages for joining forces with SFM go far beyond our proven ability to achieve extraordinary economic and financial results. With SFM as the facility finance, development, and operating partner; Morgan Hill will be thrust into a media and public relations system that continually promotes SFM destinations to the events rights-holders and the sports tourism industry. This will result in millions of media impressions that will celebrate the Morgan Hill venue as the sports tourism destination.

SFM's reach extends far beyond media, events owners, and industry leading associations. We are outperforming economic impact projections by attracting and serving tournaments and local programming in Metropolitan Houston, Myrtle Beach (SC), Gatlinburg (TN), Greater Chicago, Oklahoma, California, and others.

With over 50 million visits in our managed venues since 2015, SFM is experienced with the complexities of balancing local use with visiting tournament use. Our pre-opening process, pre-opening marketing, staff recruitment, staff development, customer service training, and programming expertise are each vital to the successes we achieve. Our corporate offices include Finance, Risk Management, Human Resources, Program, Operations, and Development Teams. These departments consist of true experts in developing and managing the people, technology, standard operating procedures, and services within the areas of those functions specific to sports complexes.

As you consider our response and background against the others presented, we hope you will observe the vast difference between our firm and those that may be in earlier stages of maturity. Unlike firms that may have a single or a few success stories, SFM's background is rich with experience in destinations throughout the United States and around the world. With a portfolio totaling more than \$8 billion in youth and amateur sports facilities and parks and recreation assets, we are accustomed to public finance, auditing, transparent financial reporting, and politically charged environments at every level of local, state, and national government entities.

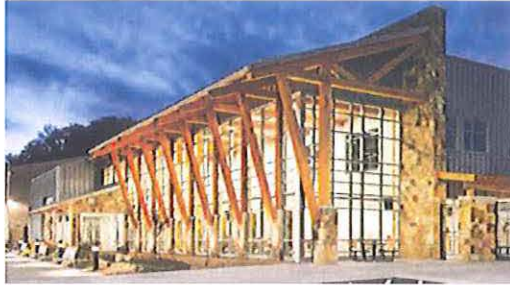
If selected, we will pre-book and attract events that produce overnight stays at a level that no other single provider can achieve. One reason we produce uncommon economic impact and results is because we book the inventory of time for each venue by prioritizing events based on their ability to meet financial and economic impact objectives.

Importantly, please distinguish our inventory and yield management approach from that of a club, league, or organization that wishes to house their events within the venue they manage. Clubs and leagues that operate venues have an inherent conflict in this area because they prioritize their practice time and choose the best tournament dates for their own (often smaller) events when a large event that would produce better economic outcomes could have been booked on those same dates. The same conflict exists for local programming because there are peak hours of the day that are most desirable for local use. These are important distinctions as Morgan Hill selects the right development partner.

ROCKY TOP SPORTS WORLD

Gatlinburg, TN

City of Gatlinburg & Sevier County Economic Development Council Tennessee



Date of Performance: July 2012- Currently Full-time Managed

SFA | SFM's Role: The initial market analysis and community needs/demand assessment phase included SFA's typical process of strategic planning, key stakeholder and user group interviews. Discussions involved key decision-makers related to the program plan (facilities, parking, sports surfaces, lighting, concessions, and other specifics), the financing structure, the operating and management model, main and ancillary revenue-generating business units, and site analysis. SFA's work also included a detailed financial forecast and economic impact analysis, an organizational and reporting structure chart, an organizational and management development timeline, and onsite presentations.

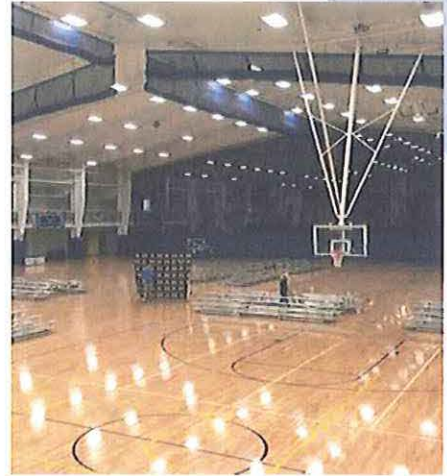
The City/County collective then contracted SFA's management entity – Sports Facilities Management (SFM) – to become the full-time management entity for this sports tourism destination. Following the thorough recruiting and staffing process to fill out the management team, SFM then embarked upon the very successful pre-opening marketing campaign. SFM's Leadership Team met its year one booking objectives three months prior to the August 2014 Grand Opening. Year one forecasted economic impact to be \$10M; the actual year one economic impact was \$17M. Year one also forecasted 26 events; actual booked and delivered events were 46 in total.

Scope of Work:

- Market Study
- On-Site Planning & Strategy Meetings
- Public Surveys & Outreach
- Stakeholder & User Interviews
- Development of Financial Forecast
- Economic Impact Analysis
- Organizational Chart
- Pre-Opening Development
- On-Site Presentations
- Management Plan
- Full Suite of Pre-Opening Initiatives
- Full time management

MYRTLE BEACH SPORTS CENTER

Myrtle Beach, SC



Date of Performance: March 2013- Currently Full-time Managed

SFA | SFM's Role: The initial market analysis and community needs/demand assessment phase included SFA's typical process of strategic planning, key stakeholder and user group interviews, and involved discussions with key decision-makers related to the program/activity plan (facilities, parking, sports surfaces, lighting, concessions, and other specifics), the financing structure, the operating and management model, main and ancillary revenue-generating programs, and site analysis.

SFA's work also included a detailed financial forecast and economic impact analysis, an organizational and reporting structure chart, an organizational and management development timeline, and on-site presentations. The City then contracted SFM for a full suite of pre-opening services, including a Pre-Opening Development Plan & Timeline as well as the setup and implementation of management and operating systems for the complex and the business. This led to a Full-Time Management agreement.

Scope of Work:

- Market Study
- On-Site Planning/Strategy Meetings,
- Site Tours Stakeholder/User Interviews
- Development of Financial Forecast,
- Economic Impact Analysis
- Organizational Chart
- Pre-Opening Development Plan/Timeline
- On-Site Presentations
- Full Suite of Pre-Opening Initiatives
- Full-Time Management



HOOVER SPORTS DEVELOPMENT

Hoover, AL



Date of Performance: May 2016– Present

Home of the SEC baseball tournament, this well-established sports venue is growing to include an indoor fieldhouse with multiple court options, outdoor fields, tennis courts, & more. The project also includes an RV park, splash pad, 10,800 person stadium, and a pro shop.

SFA | SFM's Role: The City of Hoover contracted SFM for a full suite of pre-opening services, including a Pre-Opening Development Plan & Timeline as well as the setup and implementation of management and operating systems for the complex. This led to a Full-Time Management contract for the first five years of operation which includes marketing, sponsorship and advertising sales and work with City officials.

Scope of Work:

- Pre-Opening Development
- On-Site Presentations
- Management Plan
- Full Suite of Pre-Opening Initiatives
- Full-Time Management

UPWARD STAR CENTER

Spartanburg, SC



Date of Performance: April 2012- Current

SFA | SFM's Role: In the first scope of work, SFA completed a market analysis and demand analysis, facilitated a round of strategic planning sessions with organizational leaders and key stakeholders, and conducted interviews with existing and potential program directors. Next, SFA outlined the recommended facility program to support the anticipated programming; created construction and start-up cost estimates, and produced a full set of financial and facility utilization projections. Finally, SFA presented the results of the study and projections to the Upward Sports executive team and Board of Directors.

In the second phase, SFA worked with Upward to analyze a set of scenarios related to the purchase of existing buildings versus new construction, phased developments, etc. When the final decision was made for new construction of an indoor/outdoor model, SFA was engaged for a third scope of work to assist in design services by working with the design-build team and support the vendor selection and equipment procurement processes. In the fourth phase of work, SFA led pre-opening development for The Star Center by creating the pre-opening timeline and executing on the processes, including hiring, business development, financial development, marketing, program development, and staff training. Today, SFM supports with management consulting services to ensure the ongoing development of people, programs, and business practices.

Scope of Work:

- Market Study
- Planning & Strategy Meetings
- Site Tours
- Stakeholder & User Group Interviews
- Development of Financial Forecast
- On-Site Presentation
- Supplemental Financial Forecasts
- Design Consultation
- Vendor Procurement and Purchasing Support
- Pre-Opening Timeline Development
- Pre-Opening Management Services
- Asset Management



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Clearwater, FL 33755
Tel: (727) 474-3845
Fax: (727) 462-2800
www.sportadvisory.com

ORGANIZATIONAL STRUCTURE & STAFFING

SFM is ideally set-up to optimize youth and amateur sports facilities such as the Morgan Hill Outdoor Sports Center. This means that we are accustomed to the political, social, and economic pressures inherent to publically funded sports operations. Additionally, we have proven strategies to maximize local usage and economic impact. We are also accustomed to serving the lodging and hospitality partners, local athletic organizations, and other user groups.

We provide higher levels of service, support, and facilities than others and this has contributed to our reputation and our ability to book events that we manage more quickly than others can.

Our breadth of sports offerings is another unique factor. We host and manage events for seniors, disabled, youth, sports, cheer, dance, wrestling, basketball, volleyball, whiffle ball, rowing, rock climbing, adventure parks, soccer, football, baseball, field hockey, rugby, lacrosse and nearly every other Olympic qualifying sport. This provides options for long range growth in sports tourism.

The chart to the right demonstrates the relationship between the SFM Account Executive and support resources.

SFM's team includes over 300 dedicated sports and events, fitness, recreation, and entertainment specialists that come from various backgrounds of facility development and asset management. As a part of the ever expanding SFM network of venues, the County will have opportunities for national and international collaborative advertising, an on-going mentorship program within the SFM network of facility operators, on-call best practices and other advisory services to support short and long term objectives, weekly/monthly/ seasonal/and annual key performance indicator reporting, and a centralized enterprise level HR, legal, finance, marketing, and operations system that will enhance the overall potential for the facility to meet and exceed expectations.

For each venue, SFM identifies an Executive responsible for the strategy, personnel development, county relationship, and venue performance in accomplishing economic impact and financial objectives. Our Executives each have a pedigree and deep experience in managing venues and leading people. They have personally managed the largest venues in North America, the most successful openings, association with large corporate roll-outs, and overseen large spectator events as prominent as the 1996 Olympics. The Executive acts as "quarterback" to the extensive SFM network of resources that will serve Morgan Hill well throughout the planning, funding, opening, and management of the complex.

At the ground level, SFM will hire all management and director level staff. The Account executive will support the General Manager in day-to-day operations and in leveraging the breadth of SFM's internal and external resources.

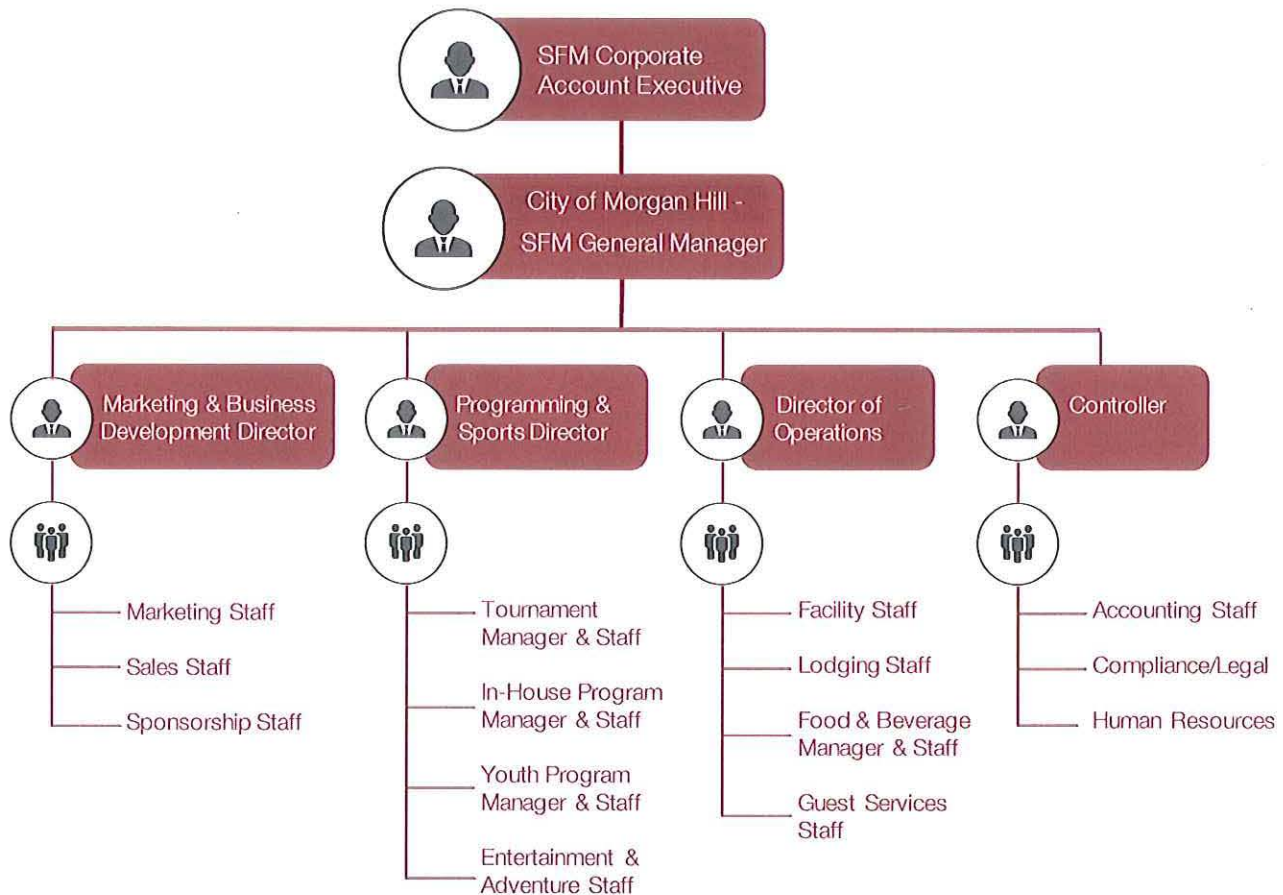


Attachment: SFM - LOI (1581 : Outdoor Sports Center Operator Request for Proposals)



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The organization chart below demonstrates how SFM proposes to staff at the venue level:



FACILITY USE

As identified above, SFM will work with the City of Morgan Hill to identify the best use of facilities to achieve the City's operational goals. From the RFP, we understand these to be 1) local program use and 2) economic impact from regional sports tourism events. For both local and non-local users, we operated all of our venues with the highest level of expectation for cleanliness, guest service, and overall guest experience. Customer satisfaction surveys from our venues regularly rave about:

- The cleanliness of SFM venues
- The service oriented culture of our staff members
- The organization and quality of our programs
- Our collaboration with local user groups
- The ease of working with management from outside rights holders and NGB's
- Putting the customer first



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We will uphold this standard for Morgan Hill and ensure that the City is proud of its investment to make this venue a success. This will include a focus on quality community and cultural programs that establish the venue as a "hub of the community." SFM will work closely with various City departments and staff to make sure residents have equitable access to all types of programs.

For non-local users, there are some specific expectations for "Class A" sports tourism destinations:

- It is a "Play and Stay" destination with easy access to family friendly lodging
- The destination features family friendly entertainment and leisure activities
- There is local commerce including retail and restaurants in close proximity to the facility
- Local market "average daily rates" are not prohibitive
- Favorable weather to enhance the experience and reduce the risk of canceled events
- Convenient accessibility

We believe the City of Morgan Hill Sports Center has the opportunity to serve both the local user and non-local user. We are excited by the opportunity of working with a community that has so much potential. SFM will collaborate with Parks and Recreation, the MHYSA, CVB, local clubs, schools, and other stakeholders to ensure community wide access and financial success through a diverse assortment of all ages community wide programming.

FINANCIAL CONSIDERATIONS

SFM will work with the City of Morgan Hill to establish a detailed operating budget for the Sports Center. Once agreed upon, this budget will be the operating guidelines that SFM uses to drive operational decisions. SFM's management as a service is based on a cost-plus model. SFM will manage the facility on a monthly management fee basis with deferred management opportunities on financial performance and sponsorship sales. To achieve the City's financial goals, all operational proceeds remain with the City. Once the operational budget is established, SFM will provide regular reporting and 100% transparent reporting to the City. Upon further consideration of the City, SFM will prepare an operational budget and enter financial consideration discussions with Morgan Hill.

We are thankful for the opportunity to do this work and we believe in the impact it makes for communities. Once you review the approach contained in this document, please do not hesitate to contact me with any questions or concerns.

Sincerely,

Eric Sullivan
 Partner – EVP of Business Development
 Sports Facilities Management, LLC
 727-674-2363 | esullivan@sportadvisory.com



November 17, 2017

Chris Ghione
 Director, Community Services
 City of Morgan Hill
 17555 Peak Ave.
 Morgan Hill, CA 95037
 Subj: RFP Letter of Interest

Dear Mr. Ghione,

The Morgan Hill Youth Sports Alliance, Inc. (MHYSA) would like to formally express an interest to provide a proposal to the City of Morgan Hill in response to the Request for Proposal notification received September 8, 2017.

City staff has done an excellent job defining the opportunity, and to a larger degree, the stakes involved. MHYSA is interested in participating at all levels, but believes that the OSC management model must be defined first. Our proposal will address all aspects of the RFP, but by necessity, will largely focus on the OSC.

Background:

MHYSA was formed in 1997 with the stated purpose of developing sports facilities in Morgan Hill. Largely dormant 2000-08, it resumed operations in late 2008 and assumed management of the OSC on July 1, 2010. MHYSA's mission is *More Kids in More Sports*. In addition to the OSC, it operates the South Valley Flag Football League, South County Outlaws Lacrosse Club and supports various youth sports organizations and initiatives. Its board members are:

- President: Jeff Dixon
- Secretary: Robert Airoidi
- Treasurer: Chris Gerrity
- Director: Mark Waxman
- Director: Claudia Rossi

MHYSA has operated the OSC for the past seven years under a master concessionaire agreement. The value of sports tourism in Morgan Hill has matured during that time, largely in part to MHYSA efforts. Over the MHYSA tenure, the number and diversity of events at the OSC has significantly increased while meeting local user group needs. Strategic local and regional partnerships, centered on the OSC, have been formed while the City of Morgan Hill, local hotels and businesses have benefited financially at little or no cost to themselves. In fact, MHYSA has borne most of that cost through significant commitment and dedication. MHYSA is submitting this LOI to promote a new and improved business OSC model to city staff and councilmembers for consideration.



Executive Summary:

The decision to look for new and innovative approaches to managing Morgan Hill sports facilities is the right thing to do, especially now. The value of sports tourism is recognized today by every municipality with an extra acre of space. Facilities are springing up all over the United States; many in our local region. The strategic advantage the City of Morgan Hill previously enjoyed due to the investment in the Outdoor Sports Center (OSC) and the Aquatic Center ten years ago is largely gone. Furthermore, the additional investments made the City of Morgan Hill in property and infrastructure have significantly changed the context in which the OSC is managed. There is more at stake than just one facility. We face an expanded paradigm of our own creation. We cannot be limited by past business models. To best meet the guiding principles set forth in the RFP, something different, specifically superior, is needed. Fortunately, the City of Morgan Hill Council and staff have a working superior model already in place.

MHYSA suggests that the city take the following steps as part of the RFP process:

- Use CRC Business Model
Replicate as closely as possible the successful business model demonstrated by the operation of the Centennial Recreation Center (CRC). We do not suggest partnering with the YMCA for OSC operations per se, but rather consider taking total fiscal control of the OSC as done with the CRC. The stakes are too high for the city to place its most valuable sports tourism asset under the control of an outside partner again. No matter how sound a partner's fiscal position is, complete commitment to changing priorities cannot be guaranteed, even through contract.
- Determine Best Partners and Roles for RFP
Even if a single operator does emerge to take on all aspects of all facilities, the paradigm of being facility-oriented as opposed to functionally-oriented may not be the correct one. MHYSA suggests organizing the RFP functionally instead by facility. By separating facility management from event marketing, management and fulfillment, the City of Morgan Hill can approach the guiding principles directly throughout the community instead of facility-by-facility.
- Ensure Diversity Through Collaboration
From a facility management perspective, there are at least three regional entities known to MHYSA who are interested in investing in the OSC and supporting facility management. These three agencies could partner, for example, in a coalition focused specifically on OSC operation and maintenance. While all three entities may not be able to meet the RFP criteria, having a coalition of facility partners will ensure no one group gains ascendancy over another, thus assuring the success of meeting the diversity outcome through design rather than execution. It will also provide three potential investors rather than just one.



- Move Local Users Under City Control
The success of regional sports tourism places local user access at risk. With the CRC model, local organizations can be moved under city control as though they were CRC members. If the city moved local users under their direct control, three of the desired outcomes might be achieved:
 - Local organizations booking directly with the City of Morgan Hill will facilitate balanced access.
 - Local user fees can be used to offset the cost of city utilities, hardscape maintenance and turf field operations.
 - City control of the OSC will enable the facility to be used by residents of Morgan Hill for casual use.
- Eliminate Economic Impact Risk
The regional sports tourism benefit must be maximized as well. Current marketing efforts are disjointed and poorly funded. As indicated in the Sports Tourism Study, a Destination Marketing Organization (DMO) with the requisite funding and support is needed to truly compete in the regional, national and international sports tourism industry. Funding must come from the tourism benefits realized by local businesses, namely the lodging, dining and retail industries.
- Create an Event Management Team
Sports tourism is more than facility rentals and more than field and water sports. Morgan Hill is uniquely positioned to offer running, bike, biathlon, as well gaming options such as board and card tournaments in addition to field and water sports options. Organizers are looking for new locations with unique offerings to host their events. Morgan Hill with its downtown, natural setting and convenient location is a perfect choice. Creating an event management team will bring the focus across all sports tourism opportunities, not just field and water sports or one or two facilities.
- Optimize Even Fulfillment and User Access
Managing user access is key to success. This involves many disciplines including:
 - User booking and scheduling
 - Event fulfillment
 - Facility access and security
 - Operational coordination with all partners
 - Revenue collection and control
 - Financial reporting and tracking
 Professional expertise in this area is paramount. Any competing agency should have a proven track record in event management and user access across many sports and multiple agencies. More importantly with the right partner, the City of Morgan Hill could offload the local user booking responsibility, while maintaining overall control in meeting user access needs.



- Make It Work for Everyone
Every facility operator is positive they can meet user needs without issue. Wrong! There are constant daily issues and they become worse when one group feels closed out by another. City staff and councilmembers need to be especially sensitive to the fact that awarding the contract to one user, user group or user group representative will ultimately result in a serious conflict of interest. Any failure to meet the needs of other users will be viewed negatively, or at least, potentially used as a point of contention. A major factor in MHYSA's historical success in managing user conflicts was there were no MHYSA sponsored groups using the facility who conflicted with other groups. MHYSA has operated the OSC impartially to a fault. Our experience with all regional and local users has taught us they would be hard pressed to act in a similar impartial manner.

In summary, MHYSA is interested in participating in the next level by:

- Assisting in the development of a new OSC business model patterned after the CRC agreement
- Building a coalition of facility investors/operators
- Building on the success to date of OSC operations as an event management and fulfillment partner under the new contract
- Actively supporting the creation of a DMO

Relevant Experience:

MHYSA has operated the OSC for over seven years, providing over 62,000 service hours to regional and local users. After previously being used primarily for CYSA youth soccer, MHYSA brought lacrosse, rugby, flag football, Ultimate Frisbee to the OSC, while expanding the organizations and type of soccer played. Additional events include two circuses, five firework shows, USDAA Dog Agility World Championships, US Fly-fishing National Championship, BBQ Cookoff and a carnival. MHYSA has handled all facets of event fulfillment including scheduling, staffing, invoicing, revenue collection and providing support services such as food and merchandise concessions, field lining, crowd marshals, sanitation, transportation and parking management.

During our seven years, we have been responsible for all aspects of OSC operations including facility maintenance and operation. MHYSA has made significant capital investment in the OSC including, but not limited to, replacing the main well pump and installing a new irrigation main line. Further improvements include expanding the food court, creation of a storage cage, addition of a leaderboard for scores, installation of additional storage containers, as well as temporary bleachers and seating.

MHYSA has created strategic home field partnerships with Orchard Valley Youth Soccer League, Morgan Hill Pop Warner Raiders and Silicon Valley Cricket Group. Local users include South Valley Rugby, local middle and high school sports teams.



Organizational Structure and Staffing:

Staffing will depend on which role MHYSA plays. For event management and fulfillment, MHYSA will staff accordingly:

- Permanent staff
 - General manager
 - Office manager/bookkeeper
 - Scheduling coordinator
 - Event coordinator
 - Logistics and sanitation
- Event specific staff
 - Parking attendants
 - Security guards
 - Crowd marshals
 - Janitorial
- Contract staff
 - Food concessionaires
 - Merchandise concessionaires
 - Officials and referees

Facility Use:

This Letter of Intent is specific to the Outdoor Sports Center with intended coordination with the Aquatic Center management jointly using and developing the ten-acre parcel east of the Aquatic Center. As the event management and fulfillment arm of OSC operations, MHYSA will not be directly involved with maintenance planning. MHYSA will be directly responsible for cleanup and damages from any event MHYSA hosts.

Capital improvement will be managed jointly with our facility partners and the City of Morgan Hill. MHYSA recommends consideration of the following improvements:

- Field lights on the northeast quadrant
- In ground irrigation
- Relocation of corporation yard and trailer
- Creation of tenth grass field
- Shade trees throughout facility
- Installation of pedestrian gates on the east and north fencing
- Permanent restrooms at east side of facility
- Additional seating around turf fields
- Crowd control fencing between parking lot and turf fields and food court
- Broadband service in main building with wireless service throughout OSC



Capital funding will be obtained through grants, sponsors and investors.

Financial Considerations:

If the RFP encompasses a CRC-like business model, revenue and expenses will be jointly managed by all partners. Without funding to compete in RFP-based sports tourism opportunities, annual revenues probably won't exceed \$1 million. If expenses trend consistently with the past seven years, the profitability margin will be roughly 10-15%.

Fixed costs are the largest reason for this. Grass field maintenance, water, and electricity are roughly \$250,000 per year. Hardscape maintenance costs another \$10-\$12,000. Communications and systems are approximately \$6,000 annually. Variable costs include event staffing, permits, licensing and seasonal field maintenance costs.

A DMO-funding mechanism will enable the OSC team to compete in the RFP-based sports tourism market where financial considerations are expected by incoming tournament organizers. Revenues could reasonably increase by 25-40% and margins by 15-20% as the number and type of events improve.

Another financial consideration is advertising and sponsor revenue. This revenue opportunity could be achieved at both the OSC and Aquatic Center. Sponsor opportunities include, but are not limited to fields, equipment, scoreboards and tournaments, as well facility naming. Advertising can include banners, web presence and tournament handouts.

The Morgan Hill Youth Sports Alliance has been proud to partner with the City of Morgan Hill in Outdoor Sports Center management for the last seven years. The elements described in this document will be fully developed in our forthcoming proposal. If we are not invited to participate in the next step, we sincerely hope city staff and councilmembers consider these elements to create a superior business model for future operations.

Thank you for your time and consideration.

Sincerely,

Jeff Dixon
President

To: City of Morgan Hill -Recreation and Community Services Department

Re: Outdoor Sports Center to be Operated and Maintained by MCElite Basketball LLC, <http://mcelitebasketball.com>, "Concessionaire" LETTER OF INTENT

We are pleased to submit, the following LOI to you and enter into Operations and Maintenance negotiations of the OSC under the following general terms and conditions:

Site: Operate and maintain all of the Outdoor Sports Center located at 16500 Condit Road, retaining all previous approved objectives and goals. (The Outdoor Sports Complex ("OSC") The Morgan Hill Redevelopment Agency/City Council previously has an approved conceptual master plan of the 38(37.82) gross acre site and completed construction on the phase one plan.)

Policy: The City will encourage continued dialogue with other non-profits, or commercial recreation vendors in order to encourage the development of facilities that will support the visitor serving segment of the local economy.

Future Goal:

Build an adjoining indoor facility, to explore a public/private partnership, and explore other commercial recreation opportunities for the site and the area on RDA-owned land. Community access and affordability are a priority; this will be considered in relation to regional-serving recreation/sports facilities in terms of impact on neighborhoods and the level of economic benefit to the RDA Project Area.

Use: Recreation

Term: 5 years with first rights of refusal option to extend lease and additional 5 years and/or purchase OSC and land at market rate. For each year Concessionaire meets Financial Goal of 5% increase in Gross Sales from previous year, a year lease extension is guaranteed. If all 5 year financial goals are met, an automatic 5 year extension shall be granted, with an additional 5 years with the option to purchase the land at current market rate.

Occupancy: 1 July 2018 or earlier*

About us:

MC-Elite Basketball is South Valley's premier basketball academy. Founded in 2012, we have quickly become the training academy where boys and girls come to learn, improve and fine tune their skills through year round training classes, camps and travel teams. Our coaches have trained at the high school, college and professional levels and bring a singular focus of teaching fundamentals to youth. We use multiple training facilities in Morgan Hill and compete in the AAU circuit. We consistently invite and challenge youth of all skill levels to become better Athletes. Our mission is to raise the skill level of south bay sports one athlete at a time.

Living locally for more than 15 years we have noticed there is a massive shortage of quality youth programs and sports facilities. It's our goal to work with local organizations to create and enhance youth programs which can train our children to become physically fit, learn to work in a team atmosphere, become leaders in the community and be the best they can be.

MC-Elite is a for-profit LLC company licensed to do business in Morgan Hill (EIN 46-1530278).

MC-Elite (Basketball) possesses a group 501c(3) determination (under the parent organization – Amateur Athletic Union of the United States, Inc. MC-Elite Basketball (EIN 46-4138963).

History of the Company:

MC-Elite (Basketball) is a concept that has been developed over the past 30 years through an accumulation of experience, expertise and involvement in the sport of basketball. The first services of the company have been in the developmental stages for the past several years with marked improvements as compared to the initial planned service. Many of the training concepts and service offerings have been marketed, tested, refined and offered on a trial basis during recent months. These trials include individual weekly training sessions, camps, classes, travel teams as well as word of mouth advertisement within the county of Santa Clara.

Company Co-Founders

Marqus Crawford is the co-founder of MC-Elite. He was been trained by, worked with and played with many people known throughout the northern California basketball community. In High School Marqus was trained by Carl Foster the director of Soldiers Basketball: Mr. Foster has worked with the likes of Jason Kidd, and LeBron James. Marqus has even worked closely on numerous occasions with Dena Evans the Owner of Point Guard College. Marqus has worked with Coach Lawrence Crawford a collegiate level basketball coach and Larry Green former player/trainer who spent his entire career at The Naval Academy.

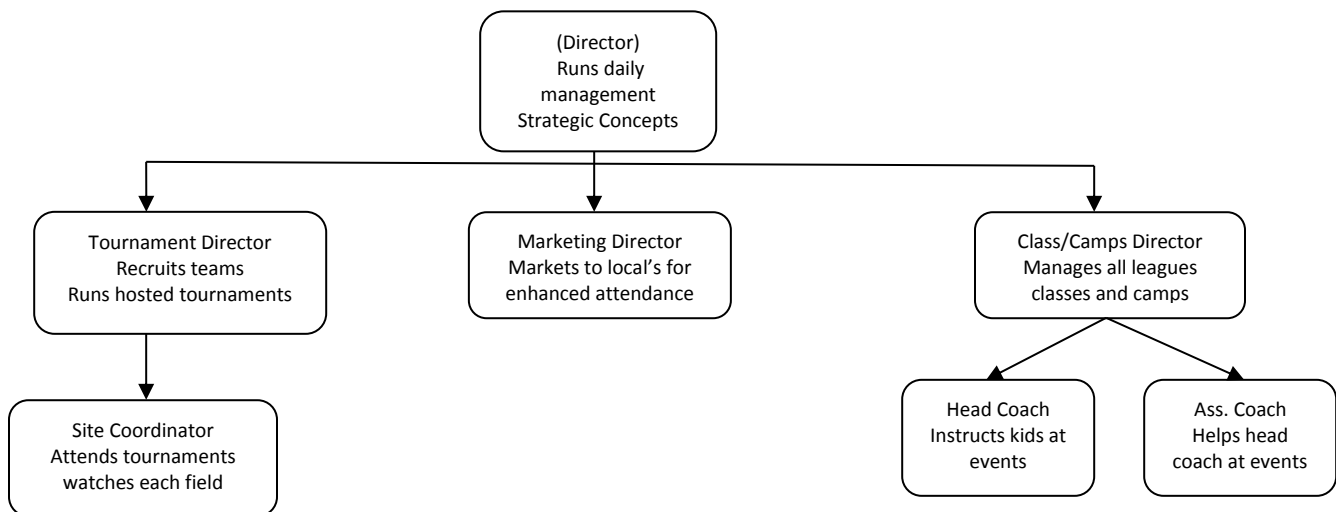
Marqus has been training others for over 6 years with physical fitness as well as skills development. Marqus's days as a player have made him a student of the game and his Love for fitness inspired him to pass along his knowledge of the game. His main personal goal is to help others become collegiate athletes and reach the goals they set for themselves.

Lawrence Crawford is a co-founder of MC-Elite (Basketball). Lawrence has been involved in basketball for the past 30 years as a Coach, Official and Skill Trainer; additionally Lawrence possesses a Master's degree in Sport Management from SJSU. Lawrence also brings a wealth of applicable knowledge in business planning, operations and management through various positions working for corporations such as IBM, Abbott Laboratories, Hospira Medical Manufacturing and Hewlett Packard. Lawrence has worked as a basketball skills development trainer at Santa Clara University, UC Berkeley, San Jose State University, University of Virginia, as well as the "Point Guard College." Additionally Lawrence has coached college, and high school basketball as well as coaching internationally in the Philipppians where he also conducted youth basketball camps.

Mr. Lawrence Crawford, in 2007, was named Coach of the Year in the Blossom Valley Athletic League. Most recently he served as an Assistant Men's Basketball Coach at DeAnza College (2010/2011) and as an Assistant Men's Basketball Coach at San Jose City College (2011 – 2013) in San Jose, California.

Organization structure:

I



Goals:

1. Operate the OSC without city subsidy
 - ♦ **Improvement:** Concessionaire shall provide the City annually 20% of net revenue generated.
2. Balance community access and regional use

Current: Facilities are closed to the public without reservations.

 - ♦ **Improvement:** Reserve 2 - 3 fields for public use and rotation while repairing other fields.

Initiate a monthly membership for daily use access.

Example: 300 residents x \$20/mo = \$6k/mo or \$72k/year.

Create allocated time slots for community use which does not interfere with regional use. With the exception of instances when there is no community use and fields are empty.
3. Ensure a diverse mix of field use by sport type
 - ♦ Sports targeted for initial use
 - Soccer, Football/Flag football, Field Hockey, lacrosse, Rugby, Cricket

- ◆ Have allocated time slots for each sport which does not interfere with different sport use. Exceptions will be granted during instances when sports choose not to reserve and fields are empty.

4. Provide sustainable fiscally responsible and transparent operations of the OSC*

- ◆ **Improvement:** (See financials)
 Year 1 Total Gross Revenue = \$781,250
 Year 2 Total Gross Revenue = \$851,812
 Year 3 Total Gross Revenue = \$971,750
 Year 4 Total Gross Revenue = \$991,250
 Year 5 Total Gross Revenue = \$1,100,750

5. Propose innovative facility use approaches and improvements while further stimulating Morgan Hill's economy

Current Revenue: Created by rental reservations. 2016: \$72k income, only the Poppy Jasper Tournament is hosted.

- ◆ **Improvement:**

Example:

Host in-house tournaments throughout the year, \$75k for just 1-100 team tournament on a weekend.

Incremental addition of tournaments to include up to 10 tournaments per year, generating \$750k/annually.

100 teams x \$500 team entry fee = \$50k

Admissions=\$22k/weekend.

22 parents will observe per team x 100 teams=2200 observers. 2200 x \$10 per tournament (\$5-Sat/\$5-Sun)

- ◆ **Improvement:**

Concessions: sell in-house concessions and retain only specialized vendors; \$5k/weekend

6. Propose improvements to the current parking congestion related to OSC events:

- ◆ **Improvement:**

Parking: 2200 parents/2 per car @\$10 weekend pass=\$11k.

Newly acquired city land currently uses recycled asphalt for expanded parking lot.

Develop strategic partnership with Hotels adjacent to the OSC. Develop and implement and construct a contract for use of parking lots during major events.

VIP Parking: Sell weekend passes for specialized parking spots. This will help familiarize people with their exact parking spots to minimize the amount of redundant driving around looking for suitable parking.

7. Maintain the facility at a level consistent with the City's other recreation facilities and plan for future replacement of assets at the OSC

♦ **Improvement:**

Increase rental rates for non-Morgan Hill residents

Improved sponsorship opportunities

Advertisements through TV commercials, YouTube and other associated social media.

Youth soccer leagues, tailored around current YMCA soccer league schedule.

Youth sports leagues that don't compete but help enhance current Morgan Hill leagues.

Camps (Variety of sports)

Equipment Donation drive for participants

Youth Sports Business donations

Contracts with neighboring businesses to improve parking

Upgraded food prep/sales area

Update facility – outdoor shed for goals, replace all netting dividing fields, repair holes in nets or replace, update bleachers for comfortability.

Sell Starbucks

Add designated eating area with umbrellas and Wi-Fi

Chair/tent rentals

Redesigned website

Financials:**5 Year Plan for Morgan Hill Outdoor Sports Complex (OSC)****YEARS 1-5**

- Revenue Year 1**

- Hosted Tournaments \$72,000
- Monthly Membership \$48,000 (200 people x \$20 per month)
- Field Rentals \$300,000 (\$7,500 field rentals)
- Concessions/STBX \$125,000
- Parking \$125,000
- Advertising \$ 25,000
- Youth League \$ 45,000 (150 kids x2 seasons)
- Camps \$41,250 (3 camps 50 kids per camp)

Year 1 Total Gross Revenue = \$781,250

- Revenue Year 2**

- Hosted Tournaments \$100,000 (Run 3 tournaments)
- Monthly Membership \$55,000 (230 people)
- Field Rentals \$280,000 (7,000 field rentals)
- Concessions/STBX \$127,000
- Parking \$125,000
- Advertising \$ 35,000
- Youth League \$ 74,000 (250 kids x 2 seasons)
- Camps \$55,000 (4 camps 50 kids per camp)

Year 2 Total Gross Revenue = \$851,500

- **Revenue Year 3**

- Hosted Tournaments \$120,000 (Run 5 tournaments)
- Monthly Membership \$ 55,000 (230 people)
- Classes \$ 20,000 (30 per session x7 per year)
- Field Rentals \$260,000 (\$6,000 field rentals)
- Concessions/STBX \$130,000
- Parking \$125,000
- Advertising \$ 40,000
- Youth League \$90,000 (300 kids x 2 seasons)
- Camps \$68,750 (5 camps 50 kids per camp)

Year	3	Total	Gross	Revenue	=	\$971,750
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- **Revenue Year 4**

- Hosted Tournaments \$170,000 (Run 7 tournaments)
- Monthly Membership \$ 60,000 (250 people)
- Classes \$ 40,000 (45 per session x7 per year)
- Field Rentals \$220,000 (\$5,500 field rentals)
- Concessions/STBX \$135,000
- Parking \$130,000
- Advertising \$ 50,000
- Youth League \$110,000 (600 kids x2 seasons)
- Camps \$96,250 (7 camps 50 kids per camp)

Year	4	Total	Gross	Revenue	=	\$991,250
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Revenue Year 5

- Hosted Tournaments \$200,000 (Run 10 tournaments)
- Monthly Membership \$ 65,000 (300 people)
- Classes \$ 60,000 (60 per session x7 per year)
- Field Rentals \$200,000 (\$5,000 field rentals)
- Concessions/STBX \$140,000
- Parking \$135,000

- Advertising \$ 60,000
- Youth League \$120,000 (650 kids x2 seasons)
- Camps \$123,750 (9 camps 50 kids per camp)

Year 5 Total Gross Revenue = \$1,100,750

MC-Elite Basketball LLC Qualifications:

www.mcelitebasketball.com

Coach Lawrence Crawford, Athletic Director Sobrato High School, Morgan Hill

Coach Marqus Crawford, Owner MC-Elite Basketball

Education:

Master's Degree: Kinesiology (Sport Management) San Jose State University (2009) (LC)

Bachelors of Arts: English William Jessup University (2012) (MC)

Bachelor of Science: Business Administration (Management), San Jose State University (LC) (1984)

Bachelor of Science: Physical Education, San Jose State University (1982) (LC)

Applicable Positions:

Sports Commissioner (Corporate Sports Programs)

Tournament director

Purchasing Manager (MRO & Production Procurement)

Materials Manager (Interim)

Supplier management & reviews

International youth & amateur sports coordinator

Site Coordinator (Multiple College Campuses)

Substitute Teacher (Interscholastic High School)

Multi-Sport Coach (Basketball - Tennis)

College Kinesiology Instructor (Various Kinesiology Courses)

Pertinent Experience:

Design, Develop and Implementation of Athletic Programs

Contract Negotiations

Food and beverage

Small Market marketing

Staff Management (up to 14 direct reports)

Staff & Supplier Measurement of Results

Performance Evaluation (External & Internal)

Short Term & Long Term, Goal setting

Preparation and monitoring of departmental level business plans / budgets

This proposal is subject to review and mutual acceptance of final terms and conditions, lease and related documents by City and Concessionaire; and review and any additional approval of financial status of Concessionaire by City.

THIS PROPOSAL SHALL NOT CONSTITUTE A FORMAL AND BINDING AGREEMENT,

Not with standing any provision to the contrary contained herein, this offer shall not constitute an agreement to negotiate and solely constitutes an outline of certain key terms. City and Concessionaire each acknowledge and agree that each party is proceeding with negotiations at any time and for any reason without any liability or obligation whatsoever.

If the above proposal meets with your approval, please execute and return a copy to us.

☐ Approved as submitted ☐ Approved as amended Conditions

City

Date



NORTHERN
CALIFORNIA
VOLLEYBALL
ASSOCIATION

72 Dorman Ave, San Francisco California 94124 – (415) 550-7582 – fax (415) 550-7762 – e-mail vball@ncva.com – www.ncva.com

November 17, 2017

City Council of Morgan Hill,

Thank you for the opportunity to submit our proposal. This memo outlines our interest in partnering with the City of Morgan Hill to support the needs of the community and the region by building a sand volleyball complex.

1. Organization Background. Provide an introduction to your organization, its' goals and rational for submitting a proposal.

Our association endeavors to promote participation in a quality program that provides a positive and safe athletic environment through a variety of developmental and competitive opportunities for junior players of all ages, skill levels, and diverse groups. We host and approve competition, fellowship play, clinics, leagues, and tournaments. We also host one of the National Qualifiers for USA Volleyball. In addition, the NCVA aids in the development of players, coaches, referees and scorekeepers.

As one of the five founding regions of the National Beach Tour, a collaboration between USA Volleyball and its 40 regions, we are seeking new facilities that are capable of supporting large national events. As one of the largest indoor National Qualifiers in the nation, we would like to apply our experience to beach volleyball as it grows into a full-fledged NCAA sport with funded scholarships and dedicated players.

2. Concept and Approach. Provide an executive summary of your intended proposal.

NCVA's goal is to make the City of Morgan Hill the west coast destination for nationally sanctioned beach volleyball tournaments. Currently, the only facilities on the west coast with more than 6 courts are all located on a beach. This limits the possible participation of our members as only those that are near the coast have reasonable access to the facilities. It also requires participants that require hotel stays for tournaments and other activities to pay a premium. Working with Morgan Hill would provide more accessibility for the surrounding communities, more affordable hotel options, great airport access for those traveling into the region and more continuous use of the courts due to better weather throughout the year.

Our goals only begin with beach volleyball. If possible, we would like to see a multi-phase process that begins with the construction of 12 sand courts. The second phase would add an additional 8-10 sand courts along with updating the existing facilities to house equipment and staff to service the courts. The third stage would be the construction of a facility with 6-8 indoor, hardwood volleyball courts.

The demand from clubs, schools, colleges, and community activities is very high due to a lack of facilities in the region. Surveys of the city occupants determined that sand courts were needed and

heavily supported. Our endeavor would be to help the City of Morgan Hill become a sports destination for volleyball, something that other cities have not stepped up to secure.

Overall, use of the facility would be managed through a first-come application process. Community groups would be identified and provided additional support in securing space at the facility. Ultimately, the NCVA would like to identify key dates/times that are ideal for community use, this would become possible once the facility opens, and the community becomes aware of its availability. The NCVA plans to build and operate the entire sand court space without any on-going support from the City of Morgan Hill. Our request would include a 50-year, cost-free lease for the space to operate and promote volleyball.

We currently run our own facility in Santa Rosa while running events and overseeing the staff that operate out of hundreds of gyms throughout the region. Keeping facilities at their prime and ready for use at all times is something we understand is a requirement to provide a place to play for both our members and the community at large. As identified during the walk-through, there appears to be ample space around the fields and undeveloped land. We deal with difficult parking situations at many of our facilities and are well versed in the staffing requirements to ensure controlled traffic flow for all attendees.

As a non-profit organization, we are required to undergo yearly financial audits. We have passed these audits quite favorably since their inception in the early 2000's.

While sand courts main use is beach volleyball, there are openings for sand soccer and other organized sports that are beginning to emerge. The NCVA welcomes partnerships with the surrounding operators to offer the community more options on both sand courts and grass fields to provide the opportunity for more people to learn and participate in a variety of sports; promoting fitness, sportsmanship, and other developmental skills.

3. Relevant Experience. Provide experience of your organization as it relates to your intended proposal.

We have operated our own facility for many years. We have operated facilities in Sacramento, Alameda, and Santa Rosa. Additionally, we run events 18-20 weekends a year utilizing every convention center in Northern California and Northern Nevada including facilities located in San Francisco, San Jose, San Mateo, Sacramento, Fresno, Reno, and Santa Clara in addition to several fairground locations.

It's this experience throughout several cities and counties that allows us to be well versed in operating tournament s in areas and buildings with a wide variety of policies for events. This has also allowed us to work with Fire Marshalls and understand the requirements of running safe event sites.

4. Organizational Structure and Staffing. Describe the future planned structure of your organization to support your intended proposal.

Our organization anticipates staffing needs to be up to two dedicated staff positions for the Morgan Hill facility. These staff would oversee the daily operations, rentals, and maintenance of the facility. They would contract and coordinate any additional staffing needed to oversee the operations of the facility such as parking, sand maintenance, or other on-site staff.

5. Facility Use. Describe what components of the facilities are necessary for your intended proposal. Describe capital improvements and maintenance planning and method of funding.

We plan to use a portion of the City Owned Property designated for Parking and Future Recreation Use for our sand complex. The NCVA plans to fund the capital improvements in their entirety out of our operating budget. The on-going maintenance would be funded by the rental fees and guest registration.

NCVA would work with the local businesses to provide sponsorship opportunities and hotels to provide a portion of the proceeds from the occupants attending the event to fund upgrades and further renovations to the facilities.

6. Financial Considerations. Include information on intended revenue and expenses related to your intended proposal.

We anticipate the revenue for the sand court complex will be generated from rental fees, guest registration, and hotel rebates. The expenses to operate a sand facility are similar to other sports venues and include, but are not limited to, janitorial services, on-site staffing, security, sand/grounds maintenance, building maintenance, and utilities.

SILICON VALLEY CRICKET



Chris Ghione
Community Services Director
City Of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037.

Sub: LOI in response to City Of Morgan Hill's invitation for RFPs.

Dear Chris,

We thank the City of Morgan Hill for giving us the opportunity to participate in this RFP. We are interested in submitting a proposal for the 27acre parcel that has been designated for future ballpark use.

Silicon Valley Cricket Group (SVCG) is an organization that is actively involved in promoting cricket at grass root levels in the Bay Area and partner with the US Cricket Authorities in developing US cricket teams for Youth, Women and Men.

SVCG and associates have the resources and strategic buy ins to develop this facility into a first class facility and bring cricket in a big way to Morgan Hill. In addition to bringing in diversity of sports this association will be able to bring in the following to Morgan Hill:

1. Sports Tourism
2. Direct Employment
3. Indirect Revenue (Hotel Occupancy, Restaurant visits, local vendor support, etc)
4. Utilization of the facility for other field sports like Pony and Spirit leagues in the future in collaboration with the local supporters/ stake holders of both these leagues. With our existing partnerships with corporates and future alliances we will be able to support in building the necessary multipurpose infrastructure on the grounds to encourage local Pony and Spirit leagues to utilize these facilities on mutually beneficial terms.
5. Down the line in collaboration with the city and the city's approval we could bring in sponsors and corporates to build an Indoor Facility which could be used for other indoor sports.
6. Promotion of other cultural events thereby focusing on diversity (Festival of Lights, Festival of Colors, Festival of Kites etc)

SVCG would like to work in partnership with the city to develop this facility. SVCG would like to bid for the 27acre parcel for a 10year lease with the first right of rejection

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SILICON VALLEY CRICKET



for another 10 years. This 20year lease will enable SVCG to get corporates and other investors actively interested in developing this facility. SVCG plans to invest directly and through its associates develop the facility so that it can be used as/ to:

1. First Class Cricket Facility
2. Support local Pony and Spirit leagues as well as other field sports like Field Hockey etc by creating the required infrastructure for mutual benefit.
3. Support Indoor Sports like Badminton, Basket Ball etc down the line as and when the necessary approvals are given by the city and the required financial support can be generated through corporate support / investors for these programs. SVCG will be in a position to facilitate this corporate involvement.
4. Host cultural events to showcase diversity and community participation.
5. Market and develop other uses for the facility by actively working with city and other associations/agencies so that the facility can be used effectively and give maximum benefit to the city and SVCG.

We are submitting our letter of intent as per the RFP requirements.

We request you to give us the opportunity to discuss in detail our plans to work on this and jointly work towards developing this facility. Look forward to hearing from you.

Sincerely
Prem Suri
CEO SVCG
11.17.17

Attachment: SVC LOI (1581 : Outdoor Sports Center Operator Request for Proposals)

SILICON VALLEY CRICKET



LOI Requirements:

Organization Background: Provide an introduction to your organization, its goals and rationale for submitting a proposal.

Introduction:

Silicon Valley Cricket Group is an organization that facilitates cricket development both at the grass root level and at the professional level. Based on the philosophy that Sports empower youth and guides them in their life choices, SVCG has been promoting cricket at grass root level in schools. The promoters of SVCG have been actively involved in the evolution of youth cricket in the Bay Area since 2003. Prem Suri has been a coach, selector at the regional and national levels. He has been an active proponent of the sport and is currently in the process of building a partnership program with ICC (International Cricket Council) the International governing body for cricket, in creating a pipeline of cricketers for the US cricket teams (youth, women and adult teams) by actively promoting cricket in schools in the Bay Area and coordinating various tournaments amongst the local leagues.

Goal:

The goal is to expand this Schools program (currently being run in Fremont) to the other cities and by 2020 have cricket as a mainstream sport in the Bay Area Schools. As part of the collaboration effort SVCG is working with ICC and various corporations to have one corporation adopt one school so that the schools have funding for coaches, equipment and required infrastructure. SVCG is partnering with various independent youth academies which are localized to take this program to the schools in the regions where the academies operate. With the success of the school program in Fremont through EYCA, SVCG is now geared to take the program to schools in other cities through other non profits like CCA (Cupertino & Sunnyvale), SRCA (Dublin and San Ramon), CZA (San Jose) , MYCA (Milpitas) in 2018 and expand to Morgan Hill , Evergreen, Gilroy in 2020 through other local organizations. SVCG through Prem Suri is actively involved in collaborating with the US Cricket authorities in getting a fund set up through NCAA to provide scholarships to eligible students for their graduate programs.

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Rationale for submitting the proposal:

Having the required infrastructure is a key component of this program as all the participants will require full fledged grounds to excel in their sports in addition to the shared school grounds. SVCG has been looking at various options to lease grounds on a long term basis and Morgan Hill is one of the options being considered. On an experimental basis SVCG through one of its affiliates, Silicon Valley Stallions, rented out the facility at MHOSC in 2016 & 2017 to test the waters and check out if the cricketing community would be willing to accept playing cricket in Morgan Hill. In spite of all the initial challenges the experiment was a success in general and this gave SVCG management the confidence that we could explore larger commitments to the City of Morgan Hill and hence this submission of proposal.

Concept and Approach: Provide an executive summary of your intended proposal. Describe how your proposal will support the guiding principles and if your organization intends to meet all outcomes individually or support some of the outcomes and collaborate with others to meet all outcomes.

SVCG plans to bring cricket to the Morgan Hill Grounds by pursuing the following approaches:

1. Introduce cricket in various schools to develop and promote the sport at grass root levels.
2. Interact and Collaborate with various Youth academies and training camps to follow up on this promotion and provide the students extended and continued training.
3. Conduct Tournaments at Morgan Hill Grounds for the schools (Inter School Competition)
4. Conduct National Youth Cricket Tournaments to highlight the facility to ICC and other state organizations.
5. Host International Youth Events on behalf of ICC in due course.
6. Channelize the existing local league games for adults currently being played in makeshift grounds in schools to the Morgan Hill Facility over the weekends to provide visibility and utilization of the proposed new facilities.
7. Conduct annual tournaments for the teams playing in the adult league
8. Introduce an annual invitational Prize Money Tournament where teams from other states will be invited to participate, thereby increasing tourism traffic to Morgan Hill.
9. Utilize the grounds to initiate cricket as an organized sports in various corporations which have a large cricket playing community by having inter corporate tournaments and taking it national in the subsequent years. On an experimental basis SVCG hosted a couple of corporations on a promotional basis and responses far exceeded our

SILICON VALLEY CRICKET



- expectations thereby validating that the potential for this event is high. This will result in business for the local Morgan Hill business like: hotels, restaurants, wineries, shopping etc.
10. Position the facility in due course of time in such a way that International Cricketing Events can be hosted at the facility. This promotes Sports Tourism and revenue generation in Morgan Hill generating indirect infusion of funds into Morgan Hill Economy. This is feasible considering the changes that are taking place in the Cricketing World with respect to the US and SVCG is in apposition to drive this business to the respective grounds they are associated with.
 11. In addition to the cricket exposure SVCG plans to bring in additional diversity by hosting cultural events that will support and promote various ethnicities and cultures. SVCG plans to host the festival of lights, festival of colors and dance to begin with and expand these to other areas by marketing aggressively to those connected with cultural promotion. These events will not only bring diversity but they will also bring tourism to Morgan Hill consistently in the coming years thereby generating yearly revenue, jobs, economic development in Morgan Hill.
 12. SVCG is in a position to build a multi purpose indoor facility that will facilitate the youth of Morgan Hill to utilize the facility in playing various indoor sports like basketball, badminton etc. subject to necessary approvals from the city in due course. SVCG's partnerships with corporates makes this feasible and the youth of Morgan Hill could benefit enormously due the creation of these facilities.
 13. Most of the cricketing events are confined to the weekends with a few exceptions. SVCG is open to working with Morgan Hill City, MHOSC and or other agencies in fully utilizing the facility being built up to ensure that other sports and activities like Pony and Spirit Leagues can take advantage of the city's facilities. The modalities for these events can be discussed as additional avenues of utilization and revenue generation both for SVCG and Morgan Hill City. SVCG is open to working with other agencies to meet the desired outcomes set forth by the City of Morgan Hill if any are found short vide this proposal.

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Relevant Experience: Provide experience of your organization as it relates to your intended proposal.

SVCG promoters have been involved with cricket in the Bay Area for the past 20 years in various capacities as well as have been involved in coordinating events for USA Cricket. Through their direct involvement by way of guidance and mentoring in the schools, corporate, youth academy and local league programs the promoters are well knitted into the cricket fabric in the US. With the initiative to promote cricket in schools and their partnership with ICC to create a pipeline of girl players to form a US Women's cricket team , US Youth Teams and US Adult Teams, SVCG is one of the main players for promotion of cricket in the US in general and certainly one of the only players with this vision in the Bay Area. This background is most relevant in the execution of our proposal and we are very confident of extending the reach to the cricketing community in the Bay Area and US to bring International Cricket to Bay Area/Morgan Hill in due course of time.

Attachment: SVC LOI (1581 : Outdoor Sports Center Operator Request for Proposals)

SILICON VALLEY CRICKET



Organizational Structure and Staffing: Describe the future planned structure of your organization to support your intended proposal.

SVCG

Executive Directors (2018)

Advisory Board (2019)

Program Director
(2019/2020)

Marketing Director
(2019/2020)

Maintenance Director
(2019)

Assistants
(Need Basis)

Assistants
(Need Basis)

Outsourced Team
(2018)

SILICON VALLEY CRICKET



Facility Use: Describe what components of the facilities are necessary for your intended proposal. Describe capital improvements and maintenance and method of planning.

Components of the facility: As we understand at the present point of time the City is planning to lease out the undeveloped land in literally as is condition. We are willing to take up the land as is and expect the city to support us in getting the appropriate usability and other development permits in due course of time.

Initially the plan is to use the available open area to develop cricket fields gradually over the first 2 years of operation. It is anticipated that about 20 acres would be used for this purpose and the rest would be used for parking and other associated necessary functions. Once the fields are established and ready (ready as per ICC specs) the plan is to invite a few teams / corporates from other states in the US to bring in their private teams and participate in the organized tournaments. This will start giving visibility at the national level to the facility. Simultaneously the plan is to get the facility approved by ICC to meet their standards and once this is done we will be eligible to host ICC events. This is anticipated to take about 4 to 5 years from the first date of utilization of the grounds. Once the land lease is finalized and our strategic partners/ associates(corporates/tie ups) see some development it is possible that they may be interested in accelerating the development subject to City's approval so that the community can avail the benefits faster. In our proposal under the financials section we are projecting 2 scenarios: Minimum and Maximum and maximum, minimum conditions reflect stages of implementing of the project under our own steam while maximum conditions reflect the accelerated stages of implementing assuming earlier participation of our strategic corporate tie ups. Based on the minimum or maximum development and revenues we have offered 2 lease amounts for the use of the land from our side.

While we our plan is to bring in the required funds for the initial development bootstrapping the development initiative we propose to have corporate sponsors as well as strategic tieups to help in the development of the facility as the place becomes popular and we are able to generate visibility in the cricketing circles in addition to pumping back funds generated from the revenues by utilizing the fields for cricket and other approved activities (other sports like Pony and Spirit Leagues, Field Hockey, cultural events etc) The various stages of development of the facility would be in the following areas , not necessarily in order of priority:

SILICON VALLEY CRICKET



Seeding the property

Having water supply to take care of the natural turf and other essential functions(From the current natural wells)

Work with City to get Electricity to the ground and then distribute it across the facility as appropriate (City to help in this)

Develop the water supply & irrigation facility across the appropriate areas.

Fencing the property

Planting trees across/along the property

Laying the wickets/pitches for cricket play

Explore and plan a portion of the ground for multipurpose sports (typically for Pony/ Spirit League games, field hockey, etc which require open fields)

Installing bleachers for players to sit while games are in progress

Build Restrooms / Showers and Office room Facilities (City to help in getting necessary approvals)

Build seating space for spectators across each of the grounds or one central facility (Subject to City approval and City to help in getting necessary approvals)

Build a multi purpose hall large enough to have indoor nets facility , this could also be used as an indoor facility to host a few other sports and other cultural events. This will be done in due course.(Subject to City approval and City to help in getting necessary approvals)

Usability Permits: City to ensure that this is possible year round for sports and sporting events.

Attachment: SVC LOI (1581 : Outdoor Sports Center Operator Request for Proposals)

SILICON VALLEY CRICKET



Financial Considerations: Include information on intended revenue and expenses related to your intended proposal.

Financial Considerations

SILICON VALLEY CRICKET GROUP

Submitted along with the LOI

Year	Min Lease	Max Lease	Min Proj Cap Ex	Max Proj Cap Ex	Proj WC Min	Proj WC Max
2018	\$10,000.00	\$10,000.00	\$50,000.00	\$150,000.00	\$20,000.00	\$75,000
2019	\$10,000.00	\$10,000.00	\$50,000.00	\$150,000.00	\$50,000.00	\$100,000
2020	\$10,000.00	\$10,000.00	\$50,000.00	\$100,000.00	\$50,000.00	\$125,000
2021	\$10,000.00	\$10,000.00	\$50,000.00	\$1,000,000.00	\$75,000.00	\$175,000
2022	\$10,000.00	\$20,000.00	\$75,000.00	\$100,000.00	\$75,000.00	\$200,000
2023	\$15,000.00	\$20,000.00	\$75,000.00	\$100,000.00	\$100,000.00	\$225,000
2024	\$15,000.00	\$40,000.00	\$75,000.00	\$1,000,000.00	\$125,000.00	\$250,000
2025	\$15,000.00	\$40,000.00	\$75,000.00	\$100,000.00	\$125,000.00	\$250,000
2026	\$15,000.00	\$75,000.00	\$75,000.00	\$100,000.00	\$150,000.00	\$275,000
2027	\$15,000.00	\$75,000.00	\$75,000.00	\$100,000.00	\$150,000.00	\$300,000
	\$125,000.00	\$310,000.00	\$650,000.00	\$2,900,000.00	\$920,000.00	\$1,975,000

Note Revenues based on Cricket and Cultural Events only

Potential Revenue from other Sports and Activities not taken into account

Min Lease, Cap EX, WC, Rev, Net : Refers to financial considerations assuming SVCG develops and works on this independently

Max Lease, Cap Ex, WC, Rev, Net : Refers to financial considerations if SVCG is able to attract Corporate Participation or investors/other stake holders in the first phase itself
 Years 2018, 2019, 2021 & 2024 show Negative cash flows as infusion of funds towards development of facility is anticipated on a large scale

Attachment: SVC LOI (1581 : Outdoor Sports Center Operator Request for Proposals)

SILICON VALLEY CRICKET



Financial Consideration Contd...

Total Exp Min	Total Exp Max	Proj Rev Min	Proj Rev Max	Net Min	Net Max
\$80,000.00	\$235,000.00	\$0.00	\$0.00	-\$80,000.00	-\$235,000.00
\$110,000.00	\$260,000.00	\$60,000.00	\$150,000.00	-\$50,000.00	-\$110,000.00
\$110,000.00	\$235,000.00	\$125,000.00	\$250,000.00	\$15,000.00	\$15,000.00
\$135,000.00	\$1,185,000.00	\$150,000.00	\$400,000.00	\$15,000.00	-\$785,000.00
\$160,000.00	\$320,000.00	\$175,000.00	\$550,000.00	\$15,000.00	\$230,000.00
\$190,000.00	\$345,000.00	\$200,000.00	\$700,000.00	\$10,000.00	\$355,000.00
\$215,000.00	\$1,290,000.00	\$250,000.00	\$850,000.00	\$35,000.00	-\$440,000.00
\$215,000.00	\$390,000.00	\$275,000.00	\$900,000.00	\$60,000.00	\$510,000.00
\$240,000.00	\$450,000.00	\$350,000.00	\$1,000,000.00	\$110,000.00	\$550,000.00
\$240,000.00	\$475,000.00	\$500,000.00	\$1,000,000.00	\$260,000.00	\$525,000.00
\$1,695,000.00	\$5,185,000.00	\$2,085,000.00	\$5,800,000.00	\$390,000.00	\$615,000.00

Attachment: SVC LOI (1581 : Outdoor Sports Center Operator Request for Proposals)

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Attachment: SVC LOI (1581 : Outdoor Sports Center Operator Request for Proposals)

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CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Tiffany Brown, Associate Planner

APPROVED BY: City Manager

STATION AREA MASTER PLAN PRIORITIZATION OF IMPROVEMENTS

RECOMMENDATION(S)

Review and provide comments on the draft Station Area Master Plan (SAMP) and the prioritization of improvements.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Supporting Our Youth
Seniors
and Entire Community
Preserving and Cultivating Public Trust

2017 Strategic Priorities

Infrastructure

POLICY CONSIDERATIONS:

Does the Station Area Master Plan (SAMP) provide substantial guidance for future multi-modal transportation enhancements, planning, implementation, and funding opportunities?

Is the SAMP consistent with the other City of Morgan Hill master planning documents and the vision of the Downtown Specific Plan and the Planned Development Area?

Are the concepts of complete streets on Depot Street and Monterey Road consistent with the City's vision and policies?

REPORT NARRATIVE:

The Station Area Master Plan provides improvement tools for each travel mode for a multi-modal transportation system. The travel modes include public and private shuttle buses, regional train service, pedestrian walkability, bicycle connectivity, and roadway/parking for vehicles. The plan includes a table with suggested improvement priorities. The priorities are organized into three tiers. Tier 1 suggests near-term implementation of improvements within 1-2 years, tier 2 suggests mid-term implementation of improvements between 2-5 years, and tier 3 suggests long-term improvements completed after five years.

Attachment 1 is the table of prioritized improvements and the recommended timeframe for the improvements. At this meeting, the City Council is being requested to review the priorities and suggested timeframe.

COMMUNITY ENGAGEMENT: Involve

On June 30, 2016, over 150 people attended the Downtown Visioning Summit hosted by the City. The summit meeting provided an opportunity for the community to engage with the SAMP team, and brought together private investors actively involved in the Downtown. The community collaboration brought many ideas forward related to transportation, urban design, and the future of Downtown Morgan Hill. The City collected community feedback on a range of topical boards at the summit meeting and from an online preference survey on transportation-related topics for the Downtown. The results of the survey are provided within the SAMP (page I-5).

On August 31, 2017, the City held a meeting at the Community and Cultural Center where staff provided an update to the community on the Draft SAMP and had an open discussion.

On September 26, 2017, the Planning Commission held a study session for the SAMP and provided comments.

On November 1, 2017, the City Council held a workshop to discuss the SAMP and continued the item to further review the recommended improvements table and the priority for those improvements. The report and packet are provided as Attachment 2.

ALTERNATIVE ACTIONS:

The City Council could determine that the SAMP does not reflect the City's goals and vision for multi-modal transportation enhancements and reject the plan or request further work and modifications.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Planning Commission held a study session on September 26, 2017. The Commissioners provided comments and unanimously concluded:

1. The SAMP provides substantial guidance for future multi-modal enhancements;
2. Commission agrees with staff's conclusions of SAMP consistency with other City guiding documents; and,
3. The Commission indicated the concepts and proposals within the SAMP are worth studying further and requested further review of redesign concepts of Depot Street.

The City Council held a workshop on November 1, 2017. Comments were provided on the plan, on complete streets for Monterey Road and Depot Street, and City Council requested the discussion be continued to further consider the suggested improvements and priority of those improvements within the SAMP.

CEQA (California Environmental Quality Act): Categorical Exemption

Pursuant to Section 15306 (Information Collection) of the California Environmental Quality Act, the SAMP gathers information and is part of a study leading to future

projects that will require individual analysis. Consideration of the SAMP is not a commitment to a project.

LINKS/ATTACHMENTS:

1. Prioritized Improvements Table
2. November 1, 2017 Station Area Masterplan Workshop Staff Report (web link)

Prioritized Improvements

The Transportation Context Chapter contains improvement tools for each travel mode with a variety of improvements that the City could implement to enhance Station Area access and circulation. A preliminary set of improvements was selected based on the existing transportation system gaps. The improvements were prioritized into tiers, with Tier 1 including improvements to be implemented immediately or in the near term (1 to 2 years), Tier 2 including improvements to be implemented in the mid-term (2 to 5 years), and Tier 3 including long-term improvements (implemented in 5+ years). The results are presented in Table 3-1. *City staff will modify the list based on input from City planning commissioners and City Council members.*

Table 3-1: Prioritized Improvements				
Improvement	Tier 1	Tier 2	Tier 3	Comments
Pedestrian Improvements				
Close sidewalk gap on Depot Street		X		Timing dependent on development of adjacent lot
Conduct before and after studies of in-pavement flashers on Monterey Road at Third Street	X			Data needed to select appropriate treatments at other locations such as Monterey/First and Monterey/Fifth
Establish an uncontrolled pedestrian crossing policy	X			
Install safety enhanced railroad crossing improvements consistent with Quiet Zone Goals		X		Quiet Zone pedestrian crossing enhancements should be revisited once the CHSR Authority chooses a preferred alignment.
Conduct a study to identify appropriate pedestrian crossing treatments on Main Avenue at Depot Street/McLaughlin Avenue	X			To be conducted as part of the Depot Street study. Pedestrian counts and other data would be needed
Bicycle Improvements				
Install bicycle improvements at Monterey Road and Main Avenue	X			See Figure 3-4
Install bicycle improvements at Monterey Road and Dunne Avenue	X			See Figure 3-5
Evaluate on-street parking on Depot Street – consider redesign of Depot Street with the intent to create a complete street to the Transit Center and Downtown		X		To be considered as part of the Depot Street study.

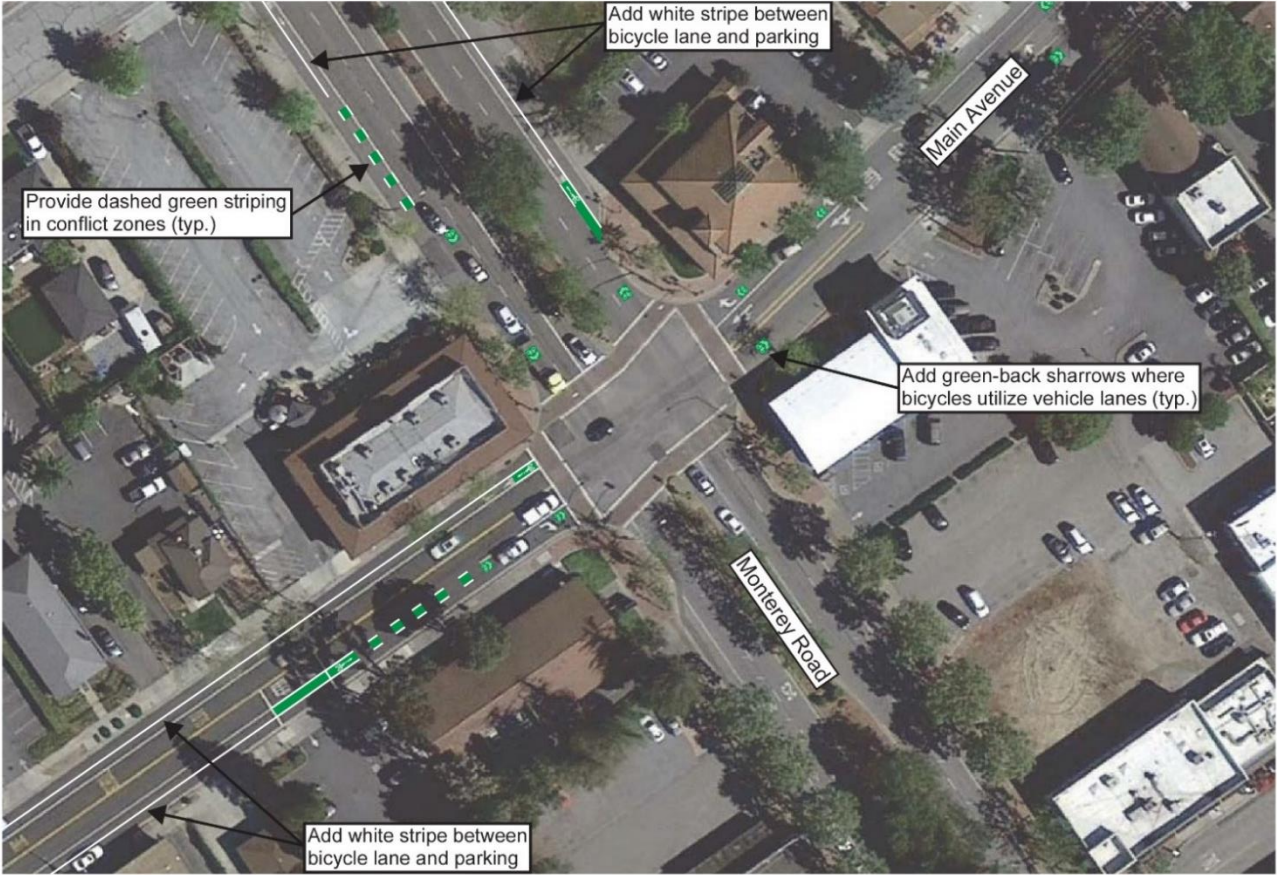
Table 3-1: Prioritized Improvements

Improvement	Tier 1	Tier 2	Tier 3	Comments
Close bicycle lane gap on Depot Street		X		Timing dependent on development of adjacent lot
Add second stripe to bicycle lanes on Dunne Avenue, Main Avenue, Depot Street, and Monterey Road		X		This will reduce incidence of parked vehicles encroaching into bicycle lanes
Add green paint to transition zones with new bicycle lane installations		X		This will better alert drivers of bicyclists and delineate their travel paths
Install buffered bicycle lanes on Monterey Road between Main Avenue and Dunne Avenue			X	Dependent on completion of Hale Avenue extension
Transit Improvements				
Work with Caltrain to adjust schedules	X			
Work with Caltrain and VTA on safety enhancements and to maintain pedestrian track crossing with double tracking project		X		Dependent on timing of preferred alignment chosen by CHRS Authority and the double tracking project
Create public outreach program to increase Caltrain riders	X			
Work with TAMC to extend station platform to 700 feet total to accommodate future rail service	X			City currently working with TAMC
Explore a community shuttle bus program or increased TNC service	X			
Install pedestrian shade and rain structures at remaining bus stop locations		X		Work with VTA on installation of shade and rain structures for the remaining bus stops.
Roadway Improvements				
Conduct Depot Street Study	X			The study would address future role of Depot Street, considering future parking facilities, and pedestrian crossings at Main and Dunne
Study realignment of Depot Street with Church Street		X		To be conducted in conjunction with redevelopment of Hale Lumberyard site and Depot Street study. See Figure 3-6.
Parking Improvements				
Enforce two-hour parking limits	X			To free up prime spaces for customers
Extend time limits in parking garage	X			To allow long-term parking

Table 3-1: Prioritized Improvements

Improvement	Tier 1	Tier 2	Tier 3	Comments
Implement parking marketing and wayfinding program	X			To increase utilization of parking garage
Work with businesses on a valet parking program		X		To alleviate localized parking shortages
Reinstate parking in-lieu fees		X		To provide funding for parking improvements
Retain public park and ride lot for the Transit Center and explore additional parking operations/designs for future transit ridership and service increases	X			
Reserve options for future parking locations in the north Downtown area and conduct study		X		See Figure 3-7

Figure Error! No text of specified style in document.-1: Bicycle Improvements at Monterey Road and Main Avenue



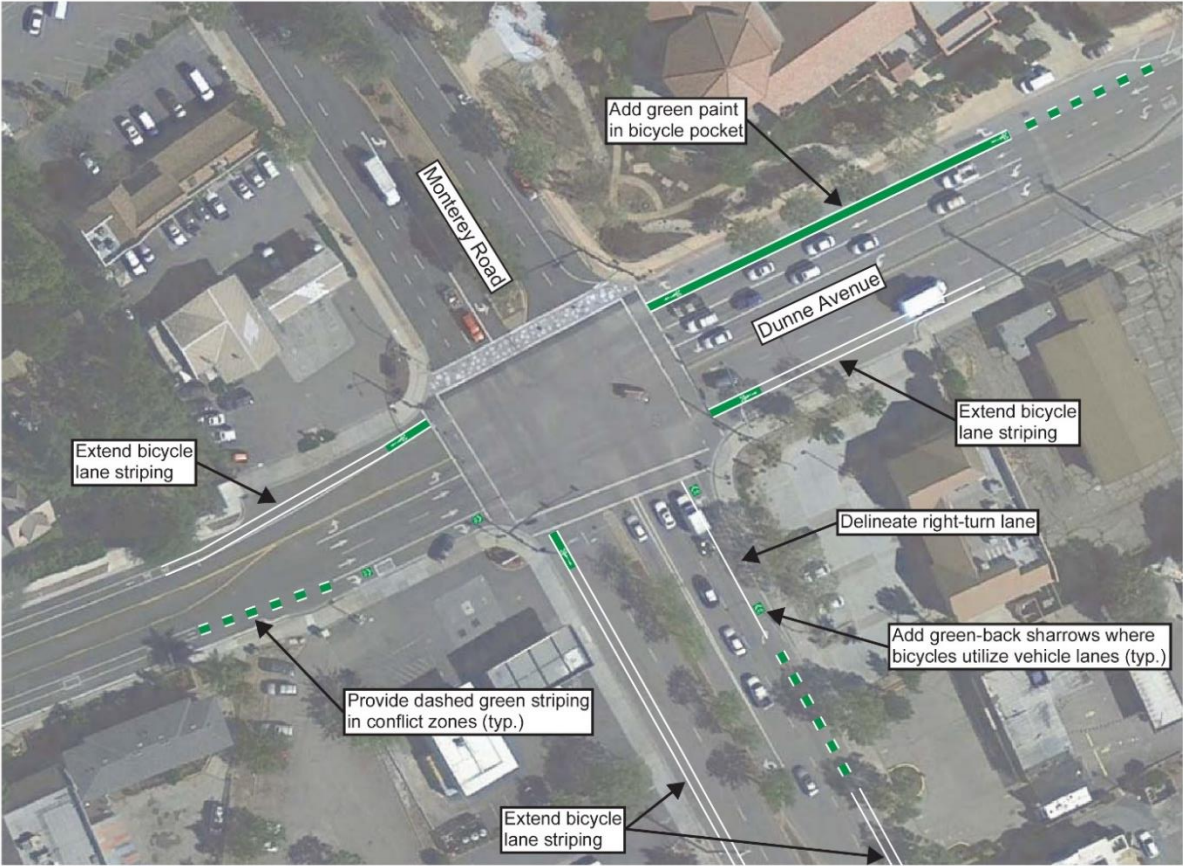
Bike Improvements at Monterey Road and Main Avenue
City of Morgan Hill

NOT TO SCALE

N
▲



Figure Error! No text of specified style in document.-2: Bicycle Improvements at Monterey Road and Dunne Avenue



Bike Improvements at Monterey Road and Dunne Avenue

City of Morgan Hill

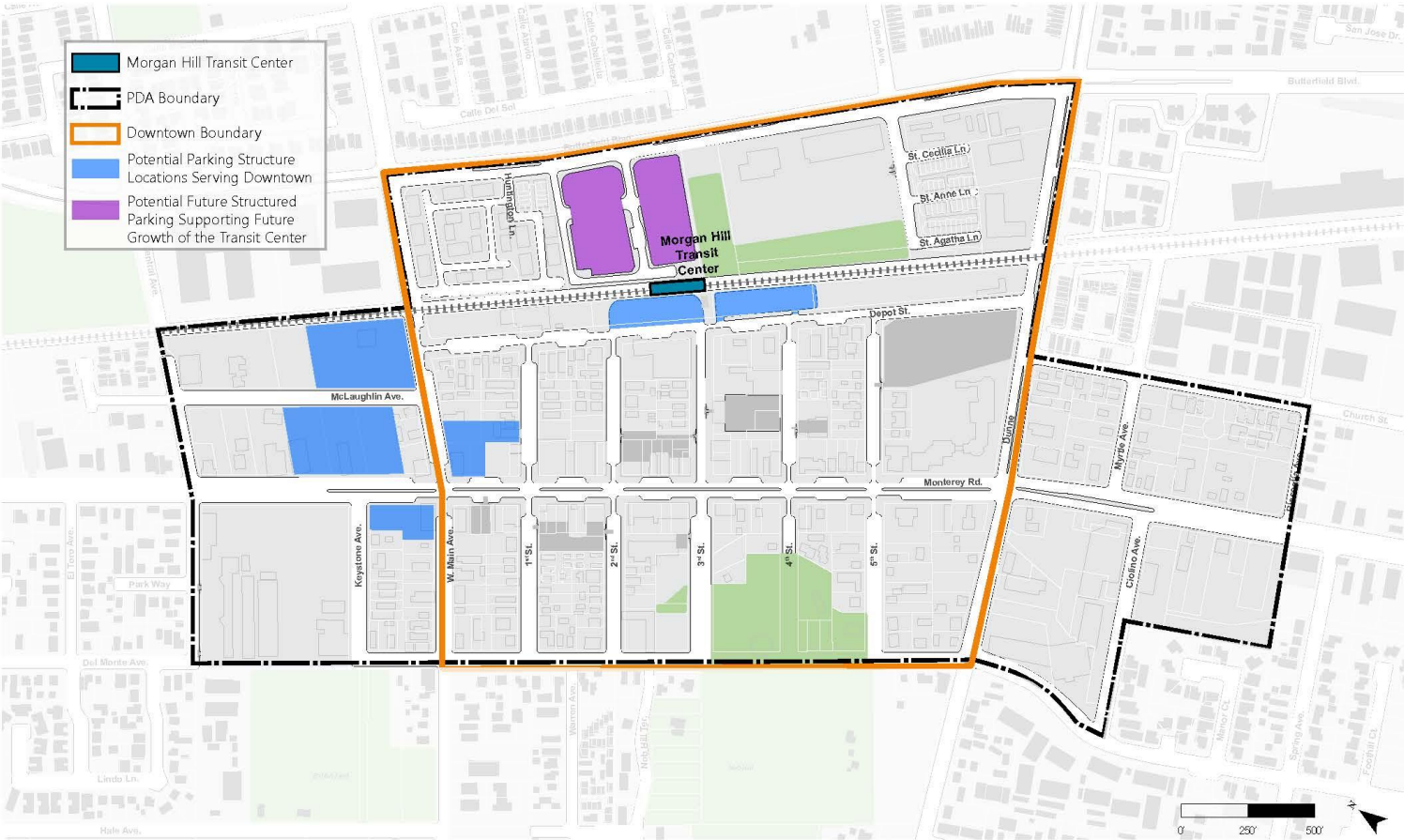
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Figure Error! No text of specified style in document.-3: Potential Depot Street Realignment



Figure Error! No text of specified style in document.-4: Potential Future Parking Facility Locations





CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Scott Creer, Deputy Director of Engineering
APPROVED BY: City Manager

PAVEMENT MANAGEMENT UPDATE

RECOMMENDATION(S)

Receive pavement management update report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Fiscal Responsibility

2017 Strategic Priorities

Infrastructure

REPORT NARRATIVE:

As with most agencies in the State, the City has lacked the necessary funding to properly maintain its streets. This has resulted in an overall deterioration of the City's streets especially in the older residential areas of the community. The funds that have been available for pavement maintenance have been used primarily to maintain the City's arterial and collector streets (i.e. Monterey Road, Watsonville Road, Dunne Avenue, Condit Road, Mission View Drive, etc.) which are the backbone of the City's circulation system. With the passage of Measure B and SB 1, it is anticipated that the City will receive approximately \$1.6 million annually for street maintenance purposes. This additional funding will allow the City to expand its pavement maintenance efforts to include more of the City's residential streets.

Based on an average annual funding projection of approximately \$2.2 million for pavement maintenance over the next five years, it would be anticipated that approximately 20% or \$450,000 would be used towards the maintenance of the City's residential streets. This will be the first time in several years that a significant number of residential streets within various neighborhoods will be included in the City's Capital Improvement Program.

The City utilizes the Pavement Technical Assistance Program (PTAP) funded through the Metropolitan Transportation Authority to assess the streets condition every two years. This assessment was last completed in the Spring of 2017 and will occur again in the Spring of 2019. The 2017 Pavement Management Report is included as Attachment 1. The assessment utilizes a pavement condition index (PCI) and develops a cumulative network PCI for the City. Overall network PCI for the City was 72 (equivalent to a very good rating) with the City's current backlog of deferred maintenance activities at approximately \$23.2 million. While the current PCI is good, the City lacks sufficient funding to maintain this rating into the future.

While the Pavement Management Report provides guidance in helping determine which streets are selected for maintenance, there are other factors that the City's Engineering Division considers such as safety concerns due to pavement condition, the traffic volume of a given street, planned construction that would compromise the newly treated street surface, etc.

During the upcoming budget development process, the City streets to receive treatment will be identified and listed in the Capital Improvement Program Pavement Rehabilitation Project.

COMMUNITY ENGAGEMENT: Inform

This is a continuation of outreach that began last year to inform the community on the gradual deterioration of the City's roadways due to the lack of available funding for this effort.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council has been engaged in discussing the condition of our roads and the potential strategies to increase the funding level. The Council adopted "infrastructure" as one of its 2017 Strategic Priorities. On June 28, 2017, the City Council accepted the 2017 Pavement Management System Report.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact associated with receiving this report. However, funding for the pavement improvement program will be outlined in the proposed Capital Improvement Budget.

Lack of available funding for the proper repair and maintenance of the City's roadway system continues to be an issue for the City even though recent funding measures passed by the State and the voters of Santa Clara County will help with this effort. Funds associated with the county measure are currently on hold pending the outcome of a lawsuit filed challenging the legality of the Measure. In addition, there are repeal efforts for SB1 underway, which may be presented to the voters later this year.

CEQA (California Environmental Quality Act):

Not a Project

Since the report is informational in nature and is an administrative action that will not result in a change to the physical environment, this action is not a project under the California Environmental Quality Act. The planned maintenance and management of city roadways normally falls within the CEQA categorical exemption of Class 1, Existing Facilities.

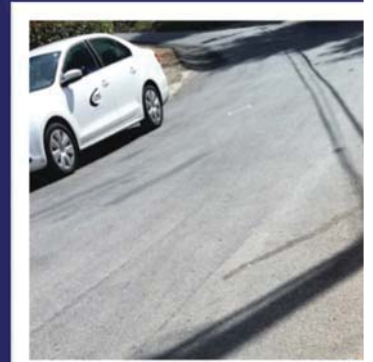
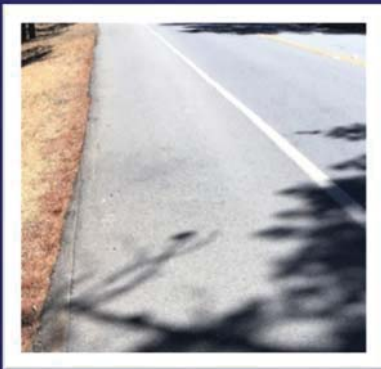
LINKS/ATTACHMENTS:

1. Pavement Management Report 2017



Pavement Management System Update Final Report

Pavement Management Technical Assistance Program
(P-TAP 17)



Attachment: Pavement Management Report 2017 (1509 : Pavement Management Update)

AMS CONSULTING

ASSET | MANAGEMENT | SPECIALISTS

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Packet Pg. 438

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INTRODUCTIONS

AMS Consulting (AMS) is a qualified consultant for the Metropolitan Transportation Commission (MTC) Pavement Management Technical Assistance Program (P-TAP). AMS was assigned the City of Morgan Hill to perform a City-wide pavement management update. This update consisted of:

1. Inventory and inspection of all paved roads within City limits. These roads were inspected to standard using modified ASTM 6433-11;
2. Updating of the City's pavement management database with current maintenance and rehabilitation strategies; and
3. Providing the City with an updated report that helps the City prioritize roads for treatment using various budget constraints.

The purpose of this report is to assist City staff in fully utilizing the MTC Pavement Management Software (StreetSaver) on a network level. This report will help City staff assess the revenues needed to meet the needs recommended by StreetSaver. In addition, it will help:

- Maximize the City's return on investment from available maintenance and rehabilitation funds;
- Generate a prioritized five-year plan; and
- Identify specific areas in need of maintenance and rehabilitation.

PAVEMENT INSPECTIONS

As part of this update, AMS certified raters assessed the City's pavement surface using the modified ASTM 6433 standard. These inspections entailed the identification of eight surface distress types, severity levels and quantifying them. These inspections were performed using handheld mobile rater technology developed by MTC StreetSaver and digital measuring wheels. These devices allow for real-time pavement condition calculations. The following 8 distress types identified were:

1. Alligator Cracking
2. Block Cracking
3. Distortion
4. Longitudinal and Transverse Cracking
5. Patch and Utility Cuts
6. Rutting and Depressions
7. Raveling
8. Weathering

These distresses are rated using representative sampling which is considered 10% of each road segment. Following each day of field work, inspectors upload the distress types, severity levels and quantity information into StreetSaver.

StreetSaver is then able to calculate a Pavement Condition Index (PCI) for each road segment. A PCI rating index is a numerical value between 0 to 100; with 0 being a failed road and 100 being a brand new street. The PCI is calculated using StreetSaver system algorithms that were developed by MTC.

The road network is broken down into three functional classifications:

Arterial

High capacity roads that connect collector roads to freeways. These roads are typically wider and heavily traveled (i.e. East Dunne Ave., etc.). Most often these roads can be paid for by using state and federal grants with the City paying a portion of the costs. The average daily traffic for an arterial street is 15,000 (low volume) to 50,000 (high volume) vehicles.

Collector

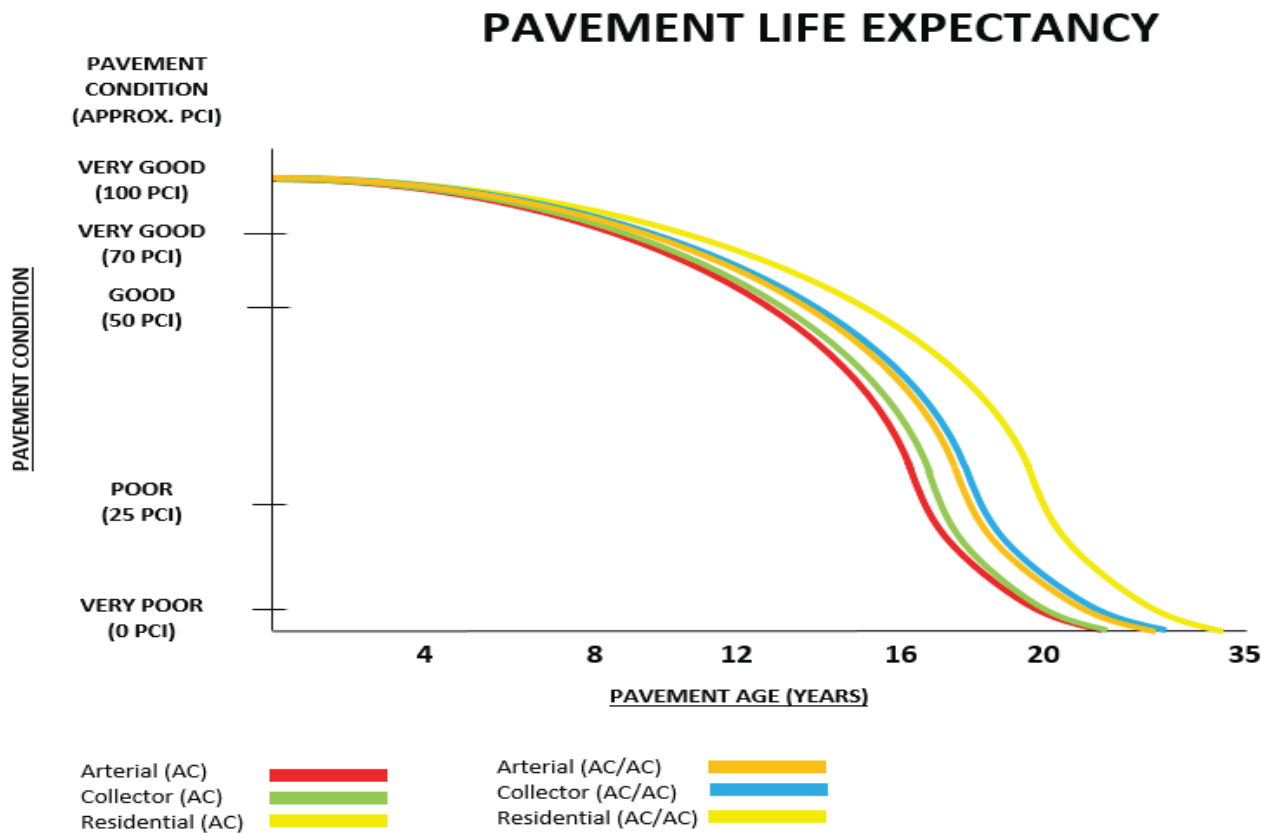
Roads that are less traveled than arterials; considered low to moderate capacity roads. These roads serve to deliver traffic from residential streets to arterial roads. These roads are typically narrower in width than arterial roads but can carry a significant amount of traffic (i.e. Wright Ave., etc.). These roads are also eligible for state grants with the City paying a portion. Daily traffic for collector streets average 5,000 (low volume) to 15,000 (high volume) vehicles.

Residential/Local

Roads that serve a localized geographical area within a city. These roads are narrower in width than collectors and deliver low traffic volumes. These streets are typically not eligible for federal or state funding. Residential streets are less traveled than collector roads; daily traffic averages 1,000 (low volume) to 5,000 (high volume) vehicles.

Each street is not built the same and therefore does not share the same deterioration curves or have the same life expectancy. Figure 1 is an example of the City's current life expectancy for pavementⁱ. The useful life for an arterial is much shorter than a residential street and this is due to the amount of traffic.

FIGURE 1. PAVEMENT LIFE EXPECTANCY



CURRENT STATE

The City of Morgan Hill owns and manages approximately 128.33 centerline miles (Table 1) or 278.99 lane milesⁱⁱ. The overall network pavement condition index (PCI) for the City is 72. The City's current backlogⁱⁱⁱ is approximately \$23.2 million (Table 2). Backlog is derived from the work scheduled in prior years but deferred due to insufficient funding resources. To maintain the PCI at optimal levels^{iv} the City would need to spend approximately \$45.2 million (Table 2) by the end of 2021.

TABLE 1. CITY NETWORK SUMMARY STATISTICS

	Total Sections	Total Center Miles	Total Lane Miles	PCI
Arterial	69	20.39	60.63	72
Collector	124	23.66	48.92	71
Residential/Local	711	84.28	169.44	72
Total	904	128.33	278.99	72

TABLE 2. CITY NEEDS COST SUMMARY

	Preventative Maintenance	Rehabilitation	Total	PCI
2017	\$3,929,820	\$19,248,027	\$23,177,847	83
2018	\$344,901	\$3,577,456	\$3,922,357	82
2019	\$656,986	\$6,762,343	\$7,419,329	83
2020	\$453,123	\$5,324,824	\$5,777,947	84
2021	\$917,127	\$3,974,744	\$4,891,871	84
Total	\$6,301,957	\$38,887,394	\$45,189,351	

Figure 2 show that approximately 62.9% of City roads have a PCI of 70 or better and approximately 37.1% of City roads have a PCI of 70 and Below.

FIGURE 2. PERCENT OF CITY CONDITION CATEGORIES

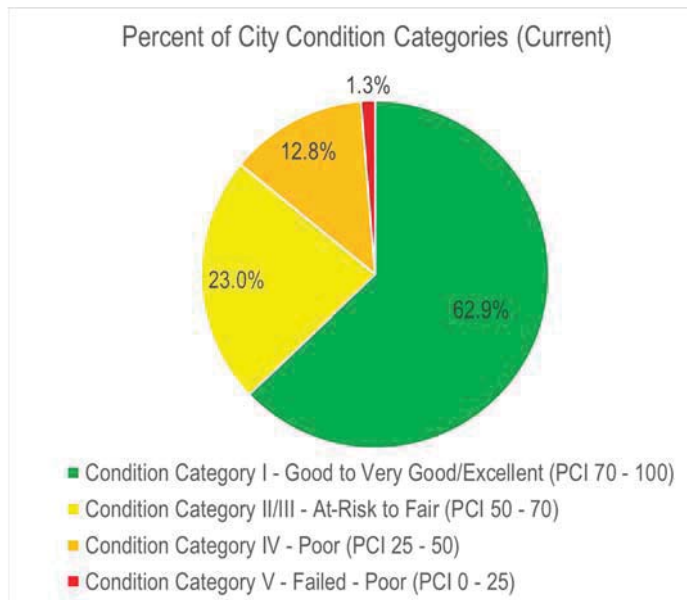
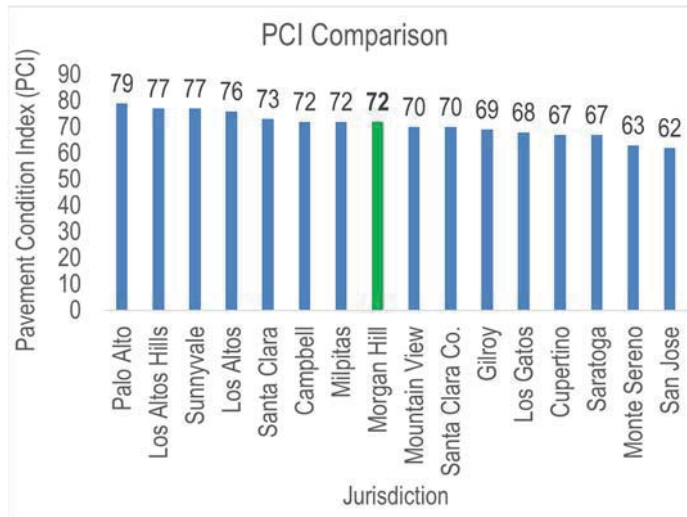


Figure 3 is a local jurisdiction PCI comparison of all the local agencies in Santa Clara County. The network PCI information was obtained from the Metropolitan Transportation Commission (MTC).

FIGURE 3. LOCAL JURISDICTION PCI COMPARISON



The pavement management system categorizes each street segment into a PCI category. Figure 4 show the condition categories with the type of maintenance strategy for each street.

FIGURE 4. CITY'S CURRENT MAINTENANCE STRATEGY

Condition Category	Distress Description	Type of Treatment
Condition Cat I (Good - Excellent) 70 - 100 PCI	Pavements require mostly preventive maintenance and have only low levels of distress, such as minor cracks or spalling, which occur when the top layer of asphalt begins to peel or flake off because of water permeation.	Crack Seal, Slurry Seal, and Base Failure
Condition Cat II/III (At-Risk - Fair) 50-70 PCI	Pavements may require a combination of rehabilitation and preventative maintenance to keep them from deteriorating rapidly.	Thin AC Overlay (mill and overlay with 1.5" of asphalt). This treatment includes base failure treatments.
Condition Cat IV (Poor) 25-50 PCI	Pavements have extensive amounts of distress and require major rehabilitation or reconstruction. Pavements in this category affect the speed and flow of traffic significantly.	Thick AC Overlay (mill and overlay with 2" or more of asphalt). This treatment includes base failure treatments.
Condition Cat V (Very Poor) 0-25 PCI	Pavements need reconstruction and are extremely rough and difficult to drive.	Reconstruct Structure (remove and replace of pavement and base layer).

BUDGET SCENARIOS

In order to determine the most cost-effective plan to meet the City's needs, a five-year calculation must be generated using the City's up to date maintenance strategies and unit costs. Unit costs are "Total Project Costs" that include but not limited to administrations, design and construction costs. A 3% interest and inflation values have also been incorporated into this calculation.

SCENARIOS

The following four scenarios tested:

1. Current Funding
2. Maintain PCI at 72
3. Increase PCI to 77
4. Optimal PCI

CURRENT FUNDING

The City's current budget for the next five years is \$8.5M in. However, the City has secured OBAG 2^v funding for 2017 bringing the 2017 budget to \$2.8 million. Figure 5 results show that the overall network PCI decreases to 67 by the end of 2021, while the backlog increases to \$31.5 million.

FIGURE 5. CURRENT FUNDING ON PCI AND BACKLOG

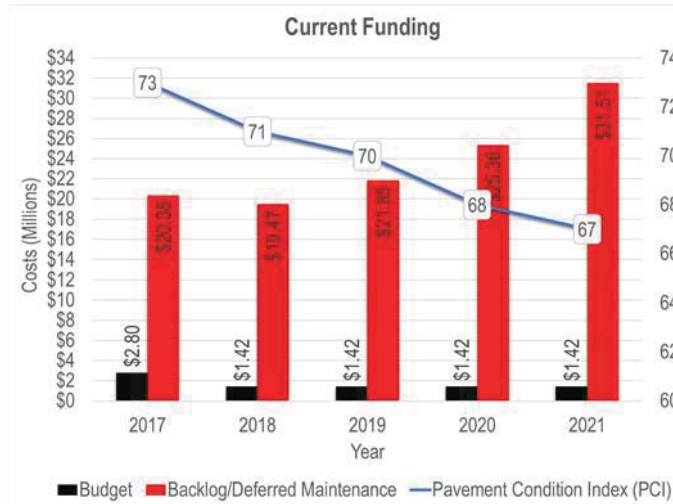


Table 3 shows a snapshot of what the overall network would look like at the end of year 2021. Results show that 58.8% of the road network will have a PCI between 70 and 100 (the good to very good condition category).

TABLE 3. CURRENT FUNDING - CONDITION CATEGORY SUMMARY

Current Funding	
Condition Categories	Percent of Network
Condition Category I - Good to Very Good/Excellent (PCI 70 - 100)	58.8%
Condition Category II/III - At-Risk to Fair (PCI 50 - 70)	19.6%
Condition Category IV - Poor (PCI 25 - 50)	16.2%
Condition Category V - Failed - Poor (PCI 0 - 25)	5.4%

MAINTAIN PCI AT 72

Figure 6 represents the costs and impacts by maintaining the overall network PCI at 72. With the OBAG 2 funding in year 1, system results show that the PCI would increase to 73, while the backlog would decrease to \$20.6 million. By year end of 2021, the PCI would be maintained at 72 and the backlog would increase to \$24.1 million.

FIGURE 6. MAINTAIN PCI AT 72

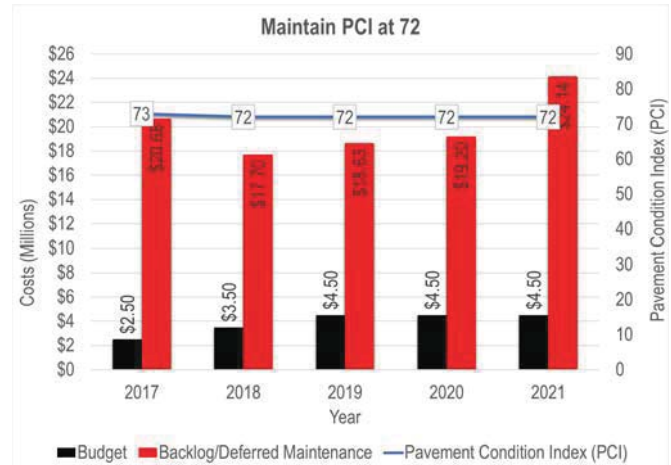


Table 4 shows the results of what the network will look like at the end of 2021. Results show that 70.1% of the road network will be in Good to Very Good Condition.

TABLE 4. MAINTAIN PCI AT 72

MAINTAIN PCI AT 72	
Condition Categories	Percent of Network
Condition Category I - Good to Very Good/Excellent (PCI 70 - 100)	70.1%
Condition Category II/III - At-Risk to Fair (PCI 50 - 70)	14.1%
Condition Category IV - Poor (PCI 25 - 50)	10.4%
Condition Category V - Failed - Poor (PCI 0 - 25)	5.4%

INCREASE PCI TO 77

Figure 7 represents the costs and impacts by increasing the overall network PCI by 5 points. Implementing this scenario would cost approximately \$30.5 million over the next 5 years. Results show that the backlog would decrease to \$14 million by the end of year 2021.

FIGURE 7. INCREASE PCI TO 77

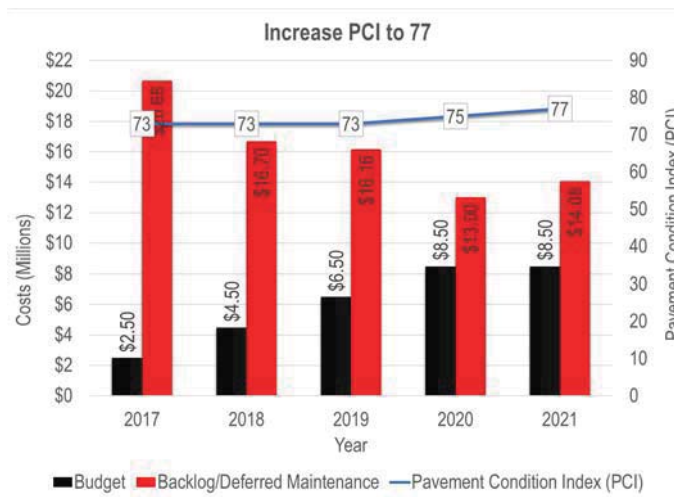


Table 5 shows the results of what the network will look like at the end of 2021. Results show that 82.9% of the road network will be in Good to Very Good Condition.

TABLE 5. INCREASE PCI TO 77

INCREASE PCI TO 77	
Condition Categories	Percent of Network
Condition Category I - Good to Very Good/Excellent (PCI 70 - 100)	82.9%
Condition Category II/III - At-Risk to Fair (PCI 50 - 70)	7.4%
Condition Category IV - Poor (PCI 25 - 50)	4.3%
Condition Category V - Failed - Poor (PCI 0 - 25)	5.4%

OPTIMAL PCI (MODIFIED NEEDS)

Figure 8 is an Optimal PCI Scenario. This scenario uses the cost of needs and distributes evenly over the next 5 years. Results show that it would cost \$9 million per year. By the end of year 2021 the City would have reached 83 PCI, while the backlog decreases to \$1 million.

FIGURE 8. OPTIMAL PCI (MODIFIED) PCI AND BACKLOG

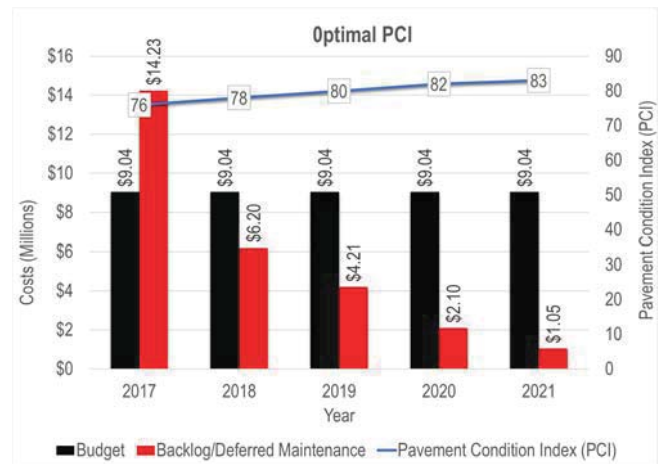


Table 6 shows that approximately 94% of the City's road network will have a PCI better than 70.

TABLE 6. OPTIMAL PCI (MODIFIED NEEDS) – CONDITION CATEGORY SUMMARY

Optimal PCI	
Condition Categories	Percent of Network
Condition Category I - Good to Very Good/Excellent (PCI 70 - 100)	93.6%
Condition Category II/III - At-Risk to Fair (PCI 50 - 70)	0.4%
Condition Category IV - Poor (PCI 25 - 50)	1.9%
Condition Category V - Failed - Poor (PCI 0 - 25)	0.4%

CONCLUSION AND NEXT STEPS

City streets are one of the many assets that are utilized by every resident, visitor and business. They impact public safety, promote mobility and enable economic activity. Our streets in California are deteriorating. According to the California Department of Transportation, annual investments in roadway maintenance and preservation has not kept pace with needs. Road repair and maintenance has declined each year since 2007. The base excise tax (currently fixed at 18 cents per gallon of gas sold) is the primary source of funding used to pay for road repairs. This base excise gas tax has not been raised in more than 20 years. Due to inflation, the increase to 18 cents in 1994 is only worth about 9 cents today. In addition, less gas tax is being collected due to an increase of hybrid and electric vehicles on the road. The Department of Justice (DOJ) and the Department of Transportation (DOT) have required local governments to update their curb ramps if roads are altered^{vi}. This mandate has added additional costs to local governments and thus reduced the number of streets earmarked for repair.

The City's network comprises of 128.33 centerline miles of roads and is one of the most valuable asset to the City.

The following scenarios rank the budget scenarios based on the City's pavement management system recommendations:

1. The first recommended budget scenario the City should consider is to implement the modified or optimal PCI scenario. This scenario brings the overall network PCI to 83 by the end of 2021 (Figure 9), while the backlog

decreases to \$1.1 million (Figure 10). Approximately 94% of all roads will have a PCI of 70 or better.

2. The second recommended budget scenario the City should consider is increasing the overall network PCI to 77. Results show that the backlog would decrease to \$14 million by end of 2021 (Figure 10). In addition, 83% of the road network will have a PCI of 70 or better.
3. The third scenario is maintaining the overall network PCI at 72 (Figure 9). This scenario would cost approximately \$19.5 million over the next 5 years. This investment decreases the backlog in the first 4 years and increases at the end of year 2021 to \$24.1 million (Figure 10). Approximately 70.1% of City roads will have a PCI greater than 70.
4. In comparison to the other scenarios tested, the current funding scenario is least recommended. This scenario expends approximately \$8.5 million over the next 5 years. System results show that the PCI increase in year 1 with OBAG funding but in the subsequent years the PCI drops down to 67 (Figure 9) and the backlog increases to \$31.5 million (Figure 10). Approximately 59% of City roads will have a PCI greater than 70.

FIGURE 9. SCENARIOS – PCI SUMMARY

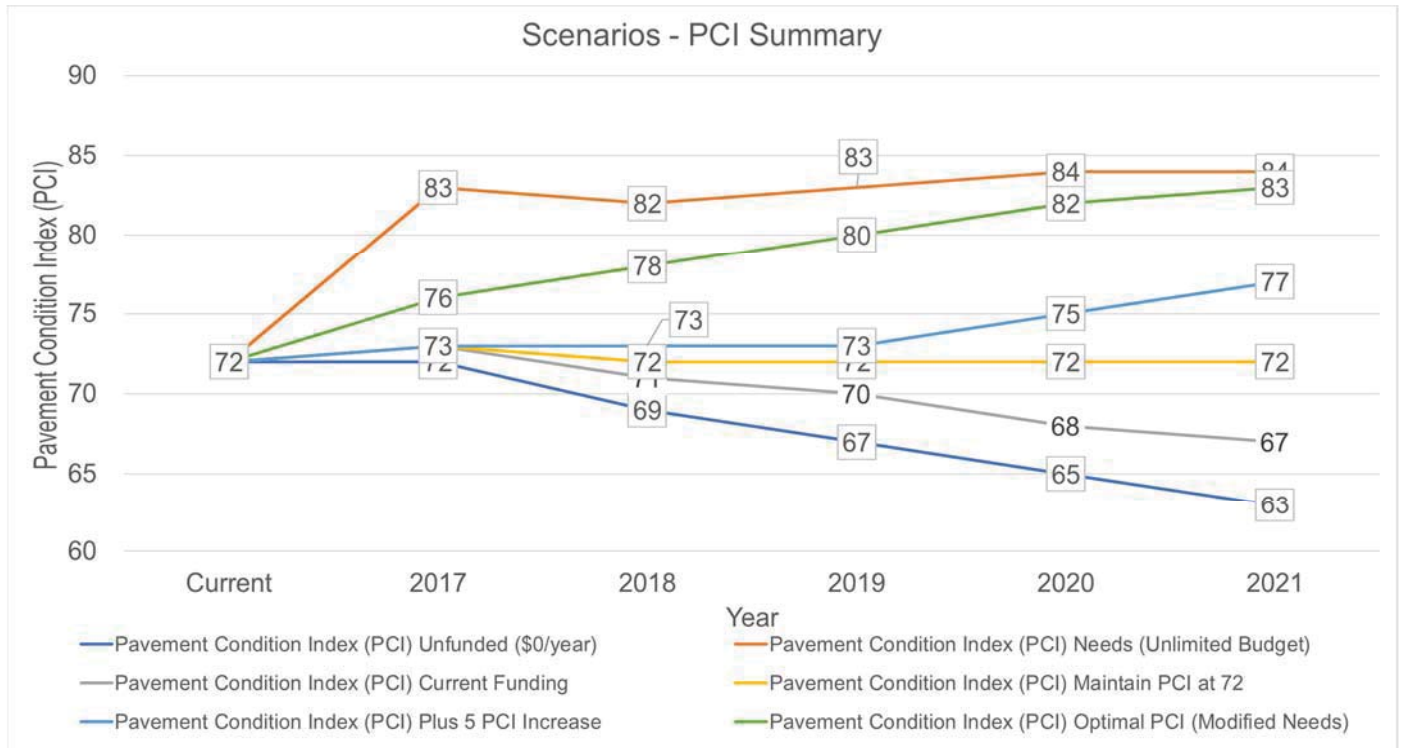
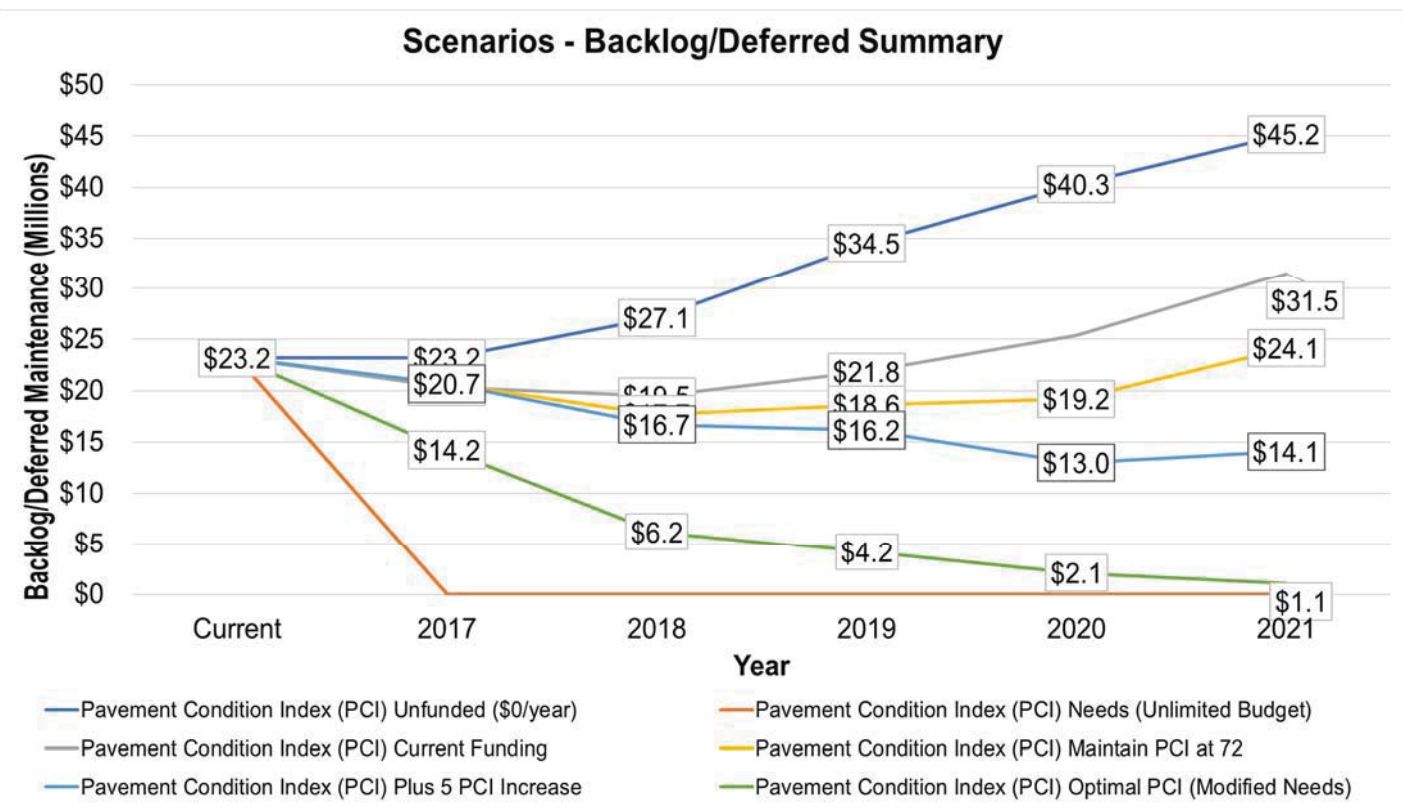


FIGURE 10. SCENARIOS – BACKLOG/DEFERRED SUMMARY



With insufficient funding resources to meet all maintenance and rehabilitation work recommended by the pavement management system (optimal PCI), prioritization of the maintenance needs will be required given the budget constraints. See Appendix IV – Sections selected for treatments for a prioritized maintenance list.

NEXT STEPS

Based on the pavement management update, it is recommended that the City take the following actions:

1. Ensure that all maintenance, rehabilitation and replacement treatments are updated in the pavement management system.
2. Explore the use of emerging pavement technologies.
3. Continue to explore new revenue streams for pavement projects.

APPENDIX

SECTION PCI LISTING.....	SECTION I
NEEDS AND NETWORK SUMMARY STATISTICS.....	SECTION II
NETWORK CONDITION AND COST SUMMARY.....	SECTION III
SECTIONS SELECTED FOR TREATMENT.....	SECTION IV
OTHER BACKUP DOCUMENTS.....	SECTION V

ⁱ Life expectancy values were obtained from the StreetSaver Pavement Management System.

ⁱⁱ Lane Mile is the length (lineal feet) of the street segment divided by 5,280' multiplied by the number of lanes in that segment.

ⁱⁱⁱ The backlog is the accumulated maintenance and rehabilitation treatment costs over the years that were recommended by the pavement management system but deferred due to insufficient funding.

^{iv} Optimal PCI is the recommended PCI conditions derived by the StreetSaver System. Associated costs and recommend treatments are also included to support the overall network PCI.

^v OBAG 2 is the second round of funding for 2017-18 through 2021-22 projects. This funding is eligible for local streets and roads preservation, bicycle and pedestrian improvements, livable communities, safe routes to school, priority conservation areas, and CMA planning activities.

^{vi}

https://www.fhwa.dot.gov/civilrights/programs/ada_resurfacing_qa.cfm

SECTION PCI

The Section PCI report is derived from the systems customized report wizard and exported into Microsoft Excel. The Section PCI contains a PCI reported sorted by Street Name (ascending) and a PCI Report sorted by PCI (descending).

ST ID – Street Identification

SEC ID – Street Section Identification

STREET NAME – Street Name

BEGIN LOCATION – Start of the management section

END LOCATION – End of the management section

LANES – # of lanes in the management section

FC – This is a group of streets or roadway subsystems that are classified pending on the level of service and traffic.

A – Arterial

C – Collector

R – Residential/Local

O – Other (user defined)

LENGTH – Length of management section

WIDTH – Width of management section

AREA – Area of management section

CONSTRUCTION YEAR – Year management section was constructed - original

PCI DATE – Date of which the management section was inspected, inspection entry or M&R entry calculation

PCI – Pavement Condition Index of the management section – Last Calculated PCI

The Pavement Condition Index is a rating derived from the Pavement Management System (PMS). The rating is based from the visual distress inspection information that consists of the MTC inspection guidelines (Alligator Cracking, Block Cracking, Distortion, Longitudinal and Transverse Cracking, Rutting, and Weathering and Raveling) or any maintenance and rehabilitation information that was entered into the PMS.

Below are images of what streets look like in the condition category:

CONDITION CATEGORY RATING

Condition Category I (PCI 90 – 100, Pavement is classified in excellent condition).



Condition Category I (PCI 70 – 89, Pavement is in very good condition, pavement has little distress).



Condition Category II/III (PCI 51-69, Pavements are classified in the Good Category and have significant non-load and load related distresses).



Condition Category Good IV (PCI 26-50, Pavement are classified in the Poor Category and have major distress).



Condition Category V (PCI 0 – 25, Pavement is classified in the very poor to failed category and has extensive amounts of major distress)



City of Morgan Hill
PCI Report
Sorted by Road Name

Street ID	Section ID	Street Name	Begin Location	End Location	Length	Width	Area	Surf Type	FC	Current PCI (2017)	Last M&R Treatment	Last M&R Treatment Date
ACACIA	1010	ACACIA WY	PEPERTREE DR	ASPEN WY	422	40	16,896	A	R	68	SLURRY SEAL	7/8/2002
ADAIR C	1010	ADAIR CT	CHRISTEPH DR	CUL-DE-SAC	178	33	5,874	A	R	78	SLURRY SEAL	7/15/2007
ADAMSC	1010	ADAMS CT	COCHRANE RD	END	675	40	27,000	A	R	75	N/A	N/A
ALAMOD	1010A	ALAMO DR	LA ROCCA DR	LA ALAMEDA DR	750	40	30,000	A	R	51	CAPE SEAL	9/1/2000
ALAMOD	1010B	ALAMO DR	LA ALAMEDA DR	CUL-DE-SAC	550	40	22,000	A	R	48	SLURRY SEAL	9/1/2000
ALCALA	1010	ALCALA CT	MISSION AVE	CUL-DE-SAC	444	37	16,428	A	R	85	N/A	N/A
ALICANTE D	1010	ALICANTE DR	WEST END	EAST END	852	36	30,672	A	R	95	N/A	N/A
ALICANTE P	1010	ALICANTE PL	ALICANTE DR	END	101	32	3,232	A	R	95	N/A	N/A
ALISACT	1010	ALISA CT	JUSTINO DR	END	188	37	6,956	A	R	95	N/A	N/A
ALKIRE	1010	ALKIRE AV	JOHN TELFER DR	DEWITT AV	898	40	35,904	A	R	67	N/A	N/A
ALKIRE	1020	ALKIRE AV	DEWITT AV	PEAK AV	792	40	31,680	A	R	67	N/A	N/A
ALMORC	1010	ALMOND ORCHARD DR	OLIVE BRANCH DR	SEBINI CT	370	28	10,360	A	R	38	CHIP SEAL	8/15/2009
ALMOND	1010	ALMOND WY	BLUEBONNET WY	BIRCH WY	845	40	33,792	A	R	66	SLURRY SEAL	7/8/2002
ALMOND	1040	ALMOND WY	BIRCH WY	BLUEBONNET WY	1,050	40	42,000	A	R	77	SLURRY SEAL	7/8/2002
ALTIMIRA C	1010	ALTIMIRA CIR	MISSION AVENIDA	MISSION AVENIDA	1,297	32	41,504	A	R	95	N/A	N/A
ANGELI	1010	ANGELICA WY	W/O TAYLOR	CUL DE SAC	565	36	21,741	A	R	84	N/A	N/A
APPIAN	1010	APPIAN WY	VIA EDUARDO	VIA VENETO	739	32	23,654	A	R	76	N/A	N/A
APPIAN	1020	APPIAN WY	VIA VENETO	SUNNYSIDE AV	634	32	20,275	A	R	76	N/A	N/A
ARABIA	1010	ARABIAN CT	END	FOUNTAIN OAKS DR	211	40	8,448	A	R	61	CRACK SEAL & CAPE SEAL	8/1/1999
ARCHFI	1010	ARCHFIELD CT	JASMINE WY	END	211	40	8,448	A	R	98	SLURRY SEAL	7/8/2002
ARGUELLO OA	1010	ARGUELLO AVE	MISSION AVENIDA	END	846	32	27,072	A	R	95	N/A	N/A
ARGUELLO C	1010	ARGUELLO CT	ARGUELLO AVE	END	312	32	9,984	A	R	95	N/A	N/A
ASCOTC	1010	ASCOT CT	END	HEATHERWOOD WY	106	53	5,597	A	R	85	N/A	N/A
ASHCRT	1010	ASH CT	ALMOND WY	END	158	40	6,336	A	R	61	SLURRY SEAL	7/8/2002
ASPENW	1010	ASPEN WY	PINE WY	BLUEBONNET WY	1,215	40	48,576	A	R	72	SLURRY SEAL	7/8/2002
ASTONCT	1010	ASTON CT	E CENTRAL AVE	END	426	37	15,762	A	R	95	N/A	N/A
AVANTE	1010	AVANTE PL	BELLETO DR	CUL-DE-SAC	191	33	6,303	A	R	85	N/A	N/A
AVDELO	1010	AVENIDA DE LOS PADRES	MISSION VIEW DR	CAPISTRANO WAY	752	33	24,816	A	R	85	N/A	N/A
AVDELO	1020	AVENIDA DE LOS PADRES	E/O CAPISTRANO WY	E/O SERRA AVENIDA	618	36	22,248	A	R	81	N/A	N/A
BADGER	1010	BADGER PASS RD	WEST MIDDLE AV	END	792	31	24,552	A	R	62	N/A	N/A
BARCEL	1010	BARCELONA CT	VIA DEL CASTILLE	END	317	40	12,672	A	R	50	CAPE SEAL	9/1/2000
BARNEL	1010	BARNELL AV	SPRING AV	WEST DUNNE AV	1,373	40	54,912	O	R	84	AC OVERLAY W/FABRIC: 2.0 IN	11/1/2011

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BARRET	1010	BARRETT AV	MONTEREY ST	CHURCH ST	634	36	22,810	A	C	83	N/A	N/A
BARRET	1030	BARRETT AV	SAN RAMON DR	300 FT. E. OF RAILROAD AVE	1,630	34	55,420	A	R	82	N/A	N/A
BARRET	1035	BARRETT AV	300 FT. E. OF RAILROAD AVE	RAILROAD AVE	300	34	10,200	O	R	66	AC OVERLAY, 1.5 IN	9/1/2000
BARRET	1040	BARRETT AV	100 FT. W. OF SORREL DR	TRAIL DR	576	37	21,312	A	R	82	N/A	N/A
BARRET	2010	BARRETT AV	JUAN HERNANDEZ DR	SAN RAMON DR	540	42	22,680	A	R	78	N/A	N/A
BASIAV	1010	BASIL AV	DOUGHERTY AV	CAYENNE DR	263	34	8,942	A	R	83	N/A	N/A
BASICT	1010	BASIL CT	DOUGHERTY AVE	CUL-DE-SAC	528	34	17,952	A	R	74	N/A	N/A
BAUTISCR	1010	BAUTISTA CR	BAUTISTA WY	BAUTISTA WY	874	32	27,968	A	R	95	N/A	N/A
BAUTISTA W	1010	BAUTISTA WY	SOLANO PL	SERRA PL	842	32	26,944	A	R	95	N/A	N/A
BELACT	1010	BEL AIR CT	MONTOYA CR	END	211	40	8,448	A	R	84	N/A	N/A
BELAWY	1010	BEL AIR WY	PAVE CHANGE (165' W/ GR	MONTOYA CR	633	40	25,344	A	R	67	N/A	N/A
BELAWY	1020	BEL AIR WY	PAVE CHG	BEL AIR WY	1,789	37	66,193	A	R	88	N/A	N/A
BELLETT	1010	BELLETO DR	BENTLEY DR	E. MAIN AVE	342	37	12,654	A	R	85	N/A	N/A
BELLETT	1020	BELLETO DR	E. MAIN AVE	CUL-DE-SAC SOUTH	1,480	37	54,760	A	R	80	N/A	N/A
BELLWY	1010	BELLINI WY	LA ROCCA CT	EXCALIBUR DR	975	34	33,150	A	R	85	N/A	N/A
BELLWY	1020	BELLINI WY	EXCALIBUR DR	CUL-DE-SAC	240	34	9,781	A	R	83	N/A	N/A
BENDCR	1010	BENDER CR	LAGAS RD	DEL MONTE AVE	1,954	30	58,620	A	R	95	N/A	N/A
BENTLE	1010	BENTLEY DR	LANCIA DR	CUL-DE-SAC N. OF CORNICHE DR	875	37	33,780	A	R	84	N/A	N/A
BERKCT	1010	BERKSHIRE CT	END	BERKSHIRE WY	158	40	6,336	A	R	83	SLURRY SEAL	7/15/2007
BERKSH	1010	BERKSHIRE DR	DEL MONTE AV	OLD MONTEREY RD	845	40	33,792	A	R	81	SLURRY SEAL	7/15/2007
BERKSH	1020	BERKSHIRE DR	DEL MONTE AV	END (CUL-DE-SAC)	806	40	32,240	A	R	81	SLURRY SEAL	7/15/2007
BERRYC	1010	BERRY CT	CREST AV	END	317	40	12,672	A	R	24	N/A	N/A
BIRCHW	1010	BIRCH WY	BLUEBONNET WY	ALMOND WY	686	40	27,456	A	R	55	SLURRY SEAL	7/8/2002
BISCAY	1010	BISCAYNE CT	GRAND PRIX WY	END	211	40	8,448	A	R	67	N/A	N/A
BISCEG	1010	BISCEGLIA AV	MONTEREY ST	CHURCH ST	422	36	15,206	A	R	73	N/A	N/A
BLOAK	1010	BLACK OAK CT	END	ROCKY RIDGE RD	422	24	10,138	A	R	25	N/A	N/A
BLACPR	1010	BLACK PRINCE CT	NATIVE DANCER DR	END	528	32	16,896	A	R	64	SLURRY SEAL	9/1/2000
BLACWC	1010	BLACK WALNUT CT	WALNUT GROVE DR	END	264	28	7,392	A	R	65	N/A	N/A
BLACWW	1010	BLACK WALNUT WY	SERENE DR	WALNUT GROVE DR	264	40	10,560	A	R	85	N/A	N/A
BLUELY	1020	BLUE LYNX CT	EAGLE VIEW	CUL-DE-SAC	524	34	17,816	A	R	85	N/A	N/A
BLUEBO	1010	BLUEBONNET WY	JASMINE WY	ALMOND WY	1,003	40	40,128	A	R	73	SLURRY SEAL	7/8/2002
BLUEBO	1020	BLUEBONNET WY	ALMOND WY	ALMOND WY	792	40	31,680	A	R	56	N/A	N/A
BONITA	1010	BONITA DR	PALOMA DR	END	440	33	14,520	A	R	85	N/A	N/A
BONNIE	1010	BONNIE VIEW CT	DEWITT AV	DEWITT AV	1,580	14	22,120	A	R	68	CAPE SEAL	9/1/2000

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BRADFO	1010	BRADFORD WY	JASMINE WY	RINGEL DR	1,299	40	51,960	A	R	92	SLURRY SEAL	10/15/2011
BRADFO	1020	BRADFORD WY	DIANA AV	JASMINE WY	855	40	34,200	A	R	95	N/A	N/A
BRIXWY	1010	BRIX WY	N/O DOMAINE DR	S/O E. DUNNE AVE	155	37	5,735	A	R	85	N/A	N/A
BROOKV	1010	BROOKVIEW CT	END	EASY ST	253	40	10,120	A	R	59	SLURRY SEAL	7/1/2005
BRYCED	1010	BRYCE DR	SUNSET AV	OLYMPIC DR	328	28	9,184	A	R	71	N/A	N/A
BUCKCT	1010	BUCK HILL CT	DEWITT AVE	END	276	32	8,832	A	R	95	N/A	N/A
BUCKSK	1010	BUCKSKIN CT	END	FOUNTAIN OAKS DR	370	40	14,784	A	R	71	CRACK SEAL & CAPE SEAL	8/1/1999
BUGATT	1010	BUGATTI PL	BELLETO DR	CUL-DE-SAC	155	33	5,115	A	R	84	N/A	N/A
BURNET	1010	BURNETT AV	MONTEREY ST	CITY LIMITS	1,795	36	64,620	A	C	85	N/A	N/A
BUTTER	1010	BUTTERFIELD BLVD.	COCHRANE RD	EAST MAIN	6,148	58	356,584	A	A	83	6 IN REMOVE & REPLACE	10/16/2011
BUTTER	1020	BUTTERFIELD BLVD.	E. MAIN AVE	E. DUNNE AVE	2,701	58	156,658	O	A	84	AC OVERLAY W/FABRIC, 2.0 IN	11/1/2011
BUTTER	1030	BUTTERFIELD BLVD.	E. DUUNE AVE	SAN PEDRO AVE	1,611	55	88,605	A	A	87	SLURRY SEAL	10/15/2011
CABECR	1010	CABERNET CIRCLE	DOMAINE DR	CABINET CT	960	34	32,640	A	R	83	N/A	N/A
CABERN	1010	CABERNET CT	N/O DOMAINE DR	CUL DE SAC	290	31	11,440	A	R	74	N/A	N/A
CALERO	1010	CALERO CT	CIMARRON DR	END	158	40	6,336	A	R	42	CRACK SEAL & CAPE SEAL	8/1/1999
CALICO	1010	CALICO CT	SORRELL DR	CUL-DE-SAC	218	33	7,194	A	R	84	N/A	N/A
CALLAS	1010	CALLE ASTA	CALLE DEL SOL	CALLE MAZATAN	431	36	15,516	A	R	36	N/A	N/A
CALLAS	1020	CALLE ASTA	CALLE MAZATAN	BEL AIR WAY	534	36	19,224	A	R	85	N/A	N/A
CALLAT	1010	CALLE ATAVIO	PVT CHG	CALLE MAZATAN	233	36	8,388	A	R	38	N/A	N/A
CALLAT	1020	CALLE ATAVIO	PVT CHG	CALLE DEL SOL	231	36	8,316	A	R	85	N/A	N/A
CABUVI	1010	CALLE BUENA VISTA	CALLE TIERRA	CALLE HERMOSA	990	34	33,660	A	R	84	N/A	N/A
CALLCB	1000	CALLE CABALLERIA	CALLE DE SOL	PAVEMENT CHANGE	206	37	7,622	A	R	95	N/A	N/A
CALLCB	1010	CALLE CABALLERIA	PVMT CHANGE	CALLE MAZATAN	225	40	9,000	A	R	23	N/A	N/A
CALLCB	1020	CALLE CABALLERIA	CALLE MAZATAN	CALLE ASTA	732	37	27,084	A	R	95	N/A	N/A
CALCCT	1010	CALLE CABALLERIA CT	CALLE ASTA	END	212	37	7,844	A	R	95	N/A	N/A
CALLCZ	1010	CALLE CABEZAL	PVT CHG	CALLE MAZATAN	291	36	10,476	A	R	40	N/A	N/A
CALLCZ	1020	CALLE CABEZAL	PVT CHG	END	373	36	13,428	A	R	84	N/A	N/A
CALLEC	1020	CALLE CENTRAL	E. CENTRAL AV	CALLE TIERRA	784	37	29,008	A	R	81	N/A	N/A
CALLEC	1030	CALLE CENTRAL	CALLE TIERRA	END (NE, CITY LIMIT)	1,615	37	59,755	A	R	76	N/A	N/A
CALLEO	1010	CALLE CERRO	CALLE MAZATAN	END	809	33	26,697	A	R	85	N/A	N/A
DELSOL	1010	CALLE DEL SOL WY	CALLE CABEZAL	CUL-DE-SAC	1,065	36	39,817	A	R	80	N/A	N/A
CALLEE	1010	CALLE ENRIQUE	WATSONVILLE RD	LA PAZ CT	845	40	33,792	A	R	50	SLURRY SEAL	7/15/2007

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CALLEE	1020	CALLE ENRIQUE	LA PAZ CT	LA CROSSE DR	950	40	38,016	A	R	50	SLURRY SEAL	7/15/2007
CALLEF	1010	CALLE FLORENCIA	CUL-DE-SAC OFF GRAND PRIX	CUL-DE-SAC WEST	657	33	21,681	A	R	84	N/A	N/A
CALHER	1010	CALLE HERMOSA	CALLE BUENA VISTA (E)	CALLE BUENA VISTA (W)	1,173	32	37,536	A	R	85	N/A	N/A
CALHER	1020	CALLE HERMOSA	E. CENTRAL AVE	CALLE BUENA VISTA	720	33	23,760	A	R	83	N/A	N/A
CALLEM	1010	CALLE MAZATAN	DIANA AV	CORTE CABANIL	845	40	33,800	A	R	63	CAPE SEAL	12/11/2008
CALLEM	1020	CALLE MAZATAN	CORTE CABANIL	EAST MAIN AV	1,162	40	46,464	A	R	64	CAPE SEAL	12/11/2008
CALLEM	1030	CALLE MAZATAN	CENTRAL AVE	E. MAIN AVE	944	37	34,928	A	R	85	N/A	N/A
CALLEM	1040	CALLE MAZATAN	E CENTRAL	END	558	32	17,856	A	R	95	N/A	N/A
CALLESE RR	1010	CALLE SERRA	SAN CARLOS WY	SERRA AVENIDA	360	32	11,520	A	R	95	N/A	N/A
CALLES	1010	CALLE SIENNA	365 FT EJO GRAND PRIX	CUL-DE-SAC WEST	615	33	21,988	A	R	84	N/A	N/A
CALLES	1020	CALLE SIENNA	E CENTRAL AVE	365 FT EJO GRAND PRIX (PAVE CHANGE)	710	37	26,270	A	R	95	N/A	N/A
CALSUE	1010	CALLE SUENO	N/O WATSONVILLE RD	N/O VIA NARRETTO	446	29	12,934	A	R	83	N/A	N/A
CALTIE	1020	CALLE TIERRA	CALLE CENTRAL	CUL-DE-SAC	681	34	23,154	A	R	85	N/A	N/A
CALLEV	1010	CALLE VERDE	CALLE MAZATAN	CALLE CERRO	358	33	11,814	A	R	98	N/A	N/A
CALVIE	1010	CALLE VIENTO	170' W/O CALLE TIERRA (P)	CALLE TIERRA	1,153	32	36,896	A	R	85	N/A	N/A
CALVIE	1020	CALLE VIENTO	CALLE MAZANTAN	170'W/O CALLE TIERRA (P)	506	32	16,192	A	R	95	N/A	N/A
CALLEVIC T	1010	CALLE VIENTO CT	CALLE VIENTO	END	268	32	8,576	A	R	95	N/A	N/A
CAMPOB	1010	CAMPOBELLO CT	MONTICELLO WY	END	134	32	4,288	A	R	95	N/A	N/A
CANTCT	1010	CANTOR CT	END	CANTOR DR	158	34	5,386	A	R	84	N/A	N/A
CANTOR	1010	CANTOR DR	TRAIL DR	END	1,003	34	34,109	A	R	84	N/A	N/A
CAPIST	1010	CAPISTRANO WY	DE LOS PADRES	SANTA INES WAY	843	37	31,191	A	R	85	N/A	N/A
CAPRIC	1010	CAPRICE CT	END	GRAND PRIX WY	211	40	8,448	A	R	73	N/A	N/A
CAPUTO	1010	CAPUTO DR	TENNANT AV	BARRETT AV	1,637	50	81,840	A	R	51	N/A	N/A
CAMELO	1010	CARMELO CT	MISSION AVE	CUL-DE-SAC	369	33	12,177	A	R	85	N/A	N/A
CARRIA	1010	CARRIAGE DR	LAGAS RD	SHADOWBROOK WY	792	36	28,512	A	R	41	SLURRY SEAL	7/15/2007
CARRIA	1020	CARRIAGE DR	LAGAS RD	CUL-DE-SAC	686	34	23,324	A	R	84	N/A	N/A
CASAGR	1010	CASA GRANDE CT	TRAIL DR	END	686	32	21,965	A	R	81	CRACK SEAL & CAPE SEAL	8/1/1999
CASALIN	1010	CASA LN	EAST MAIN AV	COUNTY MARKER	317	32	10,138	A	A	35	N/A	N/A
CASCAD	1010	CASCADE CT	OLYMPIC DR	CUL-DE-SAC	510	33	16,830	A	R	84	N/A	N/A

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CASINO	1010	CASINO REAL	END	SUNNYSIDE AV	1,056	32	33,792	A	R	81	N/A	N/A
CASTLH	1010	CASTLE HILL DR	LAGAS RD	CRYSTAL DR	634	23	14,573	A	R	48	SLURRY SEAL	8/15/2009
CASTLH	1020	CASTLE HILL DR	CRYSTAL DR	SCOTT DR	686	23	15,787	A	R	59	SLURRY SEAL	8/15/2009
CASTLH	1030	CASTLE HILL DR	SCOTT DR	SCOTT DR	2,904	13	37,752	A	R	63	N/A	N/A
CASTLC	1010	CASTLE LAKE CR	CASTLE LAKE DR	CASTLE LAKE DR	475	24	11,405	A	R	57	SLURRY SEAL	8/15/2009
CASTLL	1010	CASTLE LAKE DR	LAGAS RD	CASTLE LAKE CR	422	24	10,138	A	R	67	SLURRY SEAL	8/15/2009
CASTLL	1020	CASTLE LAKE DR	CASTLE LAKE CR	END	1,003	24	24,077	A	R	70	SLURRY SEAL	8/15/2009
CASTLR	1010	CASTLE RIDGE DR	END	LAGAS RD	898	18	16,157	A	R	64	SLURRY SEAL	8/15/2009
CAVEDR	1010	CAYENNE DR	BASIL AV	CUL-DE-SAC	258	34	8,772	A	R	72	N/A	N/A
CENTRA	1005	CENTRAL AV	MONTEREY RD	DEAD END	485	26	14,807	A	R	78	N/A	N/A
CENTRA	1015	CENTRAL AV	DEL MONTE AV	MONTEREY RD	630	40	25,200	A	R	52	N/A	N/A
CERRVC	1010	CERRO VISTA CT	CERRO VISTA DR	END	211	28	5,914	A	R	72	CRACK SEAL & CAPE SEAL	8/1/1999
CERRVD	1010	CERRO VISTA DR	TRAIL DR	VISTA DEL VALLE	739	28	20,698	A	R	76	CRACK SEAL & CAPE SEAL	8/1/1999
CHARGI	1010	CHARGIN WY	WILLOW CREEK DR	LONE HILL DR	580	40	23,232	A	R	65	SLURRY SEAL	9/1/2000
CHEYEN	1010	CHEYENNE CT	N/O MORNING STAR	CUL DE SAC	435	32	15,605	A	R	85	N/A	N/A
CHINOO	1010	CHINOOK CT	S/O EAGLE VIEW	CUL DE SAC	499	32	17,422	A	R	85	N/A	N/A
CHRIST	1010	CHRISTEPH DR	END W. OF LLAGAS VISTA	LAGAS RD	1,368	37	50,616	A	R	79	SLURRY SEAL	7/15/2007
CHRIST	1020	CHRISTEPH DR	LAGAS RD	DEAD END	331	33	10,923	A	R	74	SLURRY SEAL	7/15/2007
CHRISRD	1010	CHRISTINE LYNN DR	DEL MONTE DR	END	484	32	15,488	A	R	88	N/A	N/A
CHURCH	1010	CHURCH ST	TENNANT AV	EDMUNDSON AV	581	36	20,916	A	C	80	N/A	N/A
CHURCH	1020	CHURCH ST	EDMUNDSON AV	BARRETT AV	1,056	40	39,706	A	C	76	N/A	N/A
CHURCH	1030	CHURCH ST	BARRETT AV	MAST ST	898	32	31,046	A	C	80	N/A	N/A
CHURCH	1040	CHURCH ST	MAST ST	SAN PEDRO AV	845	24	20,280	A	C	77	N/A	N/A
CHURCH	1050A	CHURCH ST	SAN PEDRO AV	231 FT NISAN PEDRO AV	231	40	9,240	A	C	36	SLURRY SEAL	7/15/2007
CHURCH	1050B	CHURCH ST	231 FT NISAN PEDRO AV	BISCEGLIA AV	244	40	9,760	A	C	85	SLURRY SEAL	7/15/2007
CHURCH	1110	CHURCH ST	BISCEGLIA ST	EAST DUNNE AV	1,108	40	44,352	A	C	67	SLURRY SEAL	7/15/2007
CILANCT	1010	CILANTRO CT	BASIL AVE	END	242	32	7,744	A	R	95	N/A	N/A
CIMARC	1010	CIMARRON CT	CIMARRON DR	END	158	39	6,178	A	R	70	CRACK SEAL & CAPE SEAL	8/1/1999
CIMARR	1010	CIMARRON DR	END	CALERO CT	686	40	27,456	A	R	68	CRACK SEAL & CAPE SEAL	8/1/1999
CIMARR	1040	CIMARRON DR	CALERO CT	END	739	40	29,568	A	R	54	CRACK SEAL & CAPE SEAL	8/1/1999
CIOLIN	1015	CIOLINO AV	DEL MONTE AV	450 FT E/O DEL MONTE AV	450	40	18,000	A	R	68	N/A	N/A
CIOLIN	1020	CIOLINO AV	450 FT E/O DEL MONTE AV	MONTEREY ST	447	40	17,880	A	R	85	N/A	N/A

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CITATI	1010	CITATION CT	VENETIAN WY	END	370	32	11,827	A	R	61	SLURRY SEAL	7/1/2005
CLAREC	1010	CLAREMONT CT	CLAREMONT DR	END	106	40	4,224	A	R	53	CAPE SEAL	9/1/2000
CLAREM	1010	CLAREMONT DR	JOHN TELFER DR	DEWITT AV	1,214	40	48,576	A	R	46	CAPE SEAL	9/1/2000
CLAREM	1020	CLAREMONT DR	DEWITT AV	PEAK AV	1,162	40	46,464	A	R	44	CAPE SEAL	9/1/2000
CLARDR	1010	CLARET DR	E. DUNNE	DOMAINE CT	213	34	7,242	A	R	85	N/A	N/A
CLAYTOA	1010	CLAYTON AV	S/O PEEBLES AVE	CUL DE SAC	808	37	29,896	A	R	88	N/A	N/A
CLAYTO	1010	CLAYTON PL	N/O PEEBLES	CUL DE SAC	544	36	20,696	A	R	98	N/A	N/A
CLOVEA	1010	CLOVE AV	PAPRIKA DR	HALE AV	146	45	6,570	A	R	88	N/A	N/A
COCHRC	1010	COCHRANE CIR	COCHRANE RD	BEGIN CIRCLE	220	62	13,640	A	R	63	N/A	N/A
COCHRC	1020	COCHRANE CIR	BEGIN CIRCLE	WEST ENTRANCE	1,162	50	58,080	A	R	78	N/A	N/A
COCHRC	1030	COCHRANE CIR	WEST ENTRANCE	SOUTH ENTRANCE	845	50	42,240	A	R	77	N/A	N/A
COCHRC	1130	COCHRANE CIR	MONTEREY ST	BEGIN CIRCLE	370	40	14,784	A	R	76	N/A	N/A
COCHRA	1010	COCHRANE RD	MONTEREY ST	COCHRANE CIR	528	75	39,600	O	A	78	1.5 IN AC OVERLAY W/ FABRIC	9/15/2006
COCHRA	1020	COCHRANE RD	COCHRANE CIR	ADAMS CT	1,109	80	88,720	O	A	81	1.5 IN AC OVERLAY W/ FABRIC	9/15/2006
COCHRA	1030	COCHRANE RD	ADAMS CT	SUTTER BL	1,214	70	84,980	O	A	76	1.5 IN AC OVERLAY W/ FABRIC	9/15/2006
COCHRA	1040	COCHRANE RD	SUTTER BL	HWY 101 ONRAMP	1,214	70	84,980	O	A	78	1.5 IN AC OVERLAY W/ FABRIC	9/15/2006
COCHRA	1050	COCHRANE RD	HWY 101 ONRAMP	HWY 101 OFFRAMP	898	70	62,860	O	A	76	1.5 IN AC OVERLAY W/ FABRIC	9/15/2006
COCHRA	1060	COCHRANE RD	HWY 101 OFFRAMP	DE PAUL DR	739	41	30,299	A	A	77	N/A	N/A
COCHRA	1070	COCHRANE RD	DE PAUL DR	MISSION VIEW DR	792	76	60,192	A	A	64	N/A	N/A
COCHRA	1080	COCHRANE RD	MISSION VIEW DR	PEET RD	1,360	27	36,720	A	A	80	N/A	N/A
COCHRA	1090	COCHRANE RD	ST MARKS AV	1378 E/O ST MARKS AV	1,378	30	41,340	A	A	84	N/A	N/A
COLLEE	1010	COLLEEN CT	END	CREST AV	211	40	8,448	A	R	72	N/A	N/A
CONCOR	1010	CONCORD CR	VINEYARD BL	VINEYARD BL	2,165	40	86,592	A	R	51	N/A	N/A
CONDIT	1005	CONDIT RD	TENNANT AV	WIDTH CHG (925 FT N/E	925	31	28,675	O	C	87	AC OVERLAY W/FABRIC, 2.0 IN	11/1/2011
CONDIT	1015	CONDIT RD	880' S/ BARRETT (WIDTH C	60' N/ BARRETT AVE (P/V	940	48	45,120	O	C	84	AC OVERLAY W/FABRIC, 2.0 IN	11/1/2011
CONDIT	1020	CONDIT RD	60' N/ BARRETT AV (P/VMT	N/O SAN PEDRO AV (WDT	1,615	48	77,520	A	C	81	N/A	N/A
CONDIT	1030	CONDIT RD	SAN PEDRO AV	564' S/O EAST DUNNE AV	1,177	37	43,549	O	C	58	2 IN AC OVERLAY	7/15/2007

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CONDIT	1040	CONDIT RD	EAST DUNNE AV	COUNTY MARKER	1,004	32	30,307	A	C	77	N/A	N/A
CONDIT	1050	CONDIT RD	565' S/O EAST DUNNE AV	EAST DUNNE AV	565	37	20,905	O	C	81	2 IN AC OVERLAY	7/15/2007
CONTEW Y	1010	CONTE WY	SHAFFER AVE	KATYBETH WY	468	30	14,040	A	R	95	N/A	N/A
CORDOV	1010	CORDOVA CT	END	VIA DEL CASTILLE	317	40	12,672	A	R	47	CAPE SEAL	9/1/2000
CORAV	1005	CORIANDE AV	SAFFRON AV	DOUGHERTY AV	755	34	25,670	A	R	85	N/A	N/A
CORAV	1015	CORIANDE AV	BASIL	DOUGHERTY AV	340	34	11,560	A	R	85	N/A	N/A
CORNIC	1010	CORNICHE DR	BENTLEY DR	SERENE DR	298	33	9,834	A	R	83	N/A	N/A
CORSAP	1010	CORSA PL	E/O BELLATO DR	CUL DE SAC	109	35	5,137	A	R	80	N/A	N/A
CORTEA	1010	CORTE ARQUEJA	CALLE MAZATAN	END	211	40	8,448	A	R	57	N/A	N/A
CORTCN	1010	CORTE CABANIL	CALLE MAZATAN	END	475	40	19,008	A	R	63	N/A	N/A
CORTCB	1010	CORTE CABAS	CALLE MAZATAN	END	422	40	16,896	A	R	56	N/A	N/A
CORYDR	1010	CORY DR	SAN PEDRO AV	SAN JUAN DR	460	36	16,560	A	R	75	N/A	N/A
CORYDR	1020	CORY DR	SAN JUAN DR	END (NE)	1,261	36	45,396	A	R	83	N/A	N/A
CORYLN	1010	CORY LN	SAN PEDRO RD	CUL DE SAC	420	36	15,120	A	R	79	N/A	N/A
COSMOA	1010	COSMO AV	DEL MONTE AV	MONTEREY ST	950	40	38,016	A	C	63	N/A	N/A
COSMOA	1020	COSMO AV	DENALI DR	DEL MONTE AV	483	37	17,871	A	C	80	N/A	N/A
COUNTF	1010	COUNT FLEET CT	NATIVE DANCER DR	END	475	32	15,206	A	R	66	SLURRY SEAL	9/1/2000
CREEKS	1010	CREEKSIDE CT	END	EASY ST	528	40	21,120	A	R	57	SLURRY SEAL	7/1/2005
CRESTA	1010	CREST AV	WEST MAIN AV	COLLEEN CT	1,108	40	41,184	A	R	64	N/A	N/A
CRESTA	1020	CREST AV	COLLEEN CT	LONGVIEW DR	686	36	24,696	A	R	64	N/A	N/A
CRESTA	1030	CREST AV	LONGVIEW DR	OAKGROVE CT	634	40	25,360	A	R	78	N/A	N/A
CRISTCT	1010	CRISTINA CT	DIANA AVE	END	574	37	21,238	A	R	95	N/A	N/A
CRYSTA	1020	CRYSTAL DR	END	CASTLE HILL DR	844	20	14,362	A	R	79	SLURRY SEAL	8/15/2009
CURRAV	1010	CURRY AV	HALE AV	SAFFRON DR	1,235	34	41,990	A	R	78	N/A	N/A
DAVICR	1010	DA VINCI CR	LA ROCEL	END	397	32	12,704	A	R	85	N/A	N/A
DAFFOD	1010	DAFFODIL CT	BLUEBONNET WY	END	158	40	6,336	A	R	55	SLURRY SEAL	7/8/2002
DAKOTA	1010	DAKOTA DR	LOTUS WAY	DEAD END	215	28	6,020	A	R	81	N/A	N/A
DALEHO	1010	DALE HOLLOW CT	S/O SPRING AVE	CUL DE SAC	358	32	12,985	A	R	83	N/A	N/A
DANNY	1010	DANNY BOY CT	EXCALIBUR DR	CUL-DE-SAC	305	33	10,065	A	R	90	SLURRY SEAL - TYPE II	10/30/2014
DARKST	1010	DARKSTAR CT	VENETIAN WY	END	475	32	15,206	A	R	60	SLURRY SEAL	7/1/2005
DEANZA	1010	DE ANZA CT	END	EASY ST	317	40	12,672	A	R	59	SLURRY SEAL	7/1/2005
DEPAUL	1010	DE PAUL DR	END	COCHRANE RD	950	40	38,016	A	C	79	N/A	N/A
DEANAC	1010	DEANA CT	END	LLAGAS RD	739	29	21,437	A	R	61	SLURRY SEAL	8/15/2009
DEERRU	1010	DEER RUN CT	LLAGAS RD	END	528	32	16,896	A	R	41	N/A	N/A

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DELMON	1005	DEL MONTE AV	COSMO AV	S/O MATHILDA CT	792	37	29,304	A	R	85	N/A	N/A
DELMON	1015	DEL MONTE AV	S/O MATHILDA CT	FOOTHILL CT	285	37	10,545	A	R	78	N/A	N/A
DELMON	1020A	DEL MONTE AV	FOOTHILL CT	SPRING AV	297	40	11,880	A	R	54	N/A	N/A
DELMON	1020B	DEL MONTE AV	SPRING AV	CIOLINO AV	759	40	30,360	A	R	59	SLURRY SEAL	7/15/2007
DELMON	1031	DEL MONTE AV	CIOLINO AV	W DUNNE AV	609	40	24,360	A	R	81	SLURRY SEAL	7/15/2007
DELMON	1032	DEL MONTE AV	W DUNNE AV	FIFTH ST	394	40	15,760	A	R	74	MICROSURFACING	9/15/2006
DELMON	1040	DEL MONTE AV	THIRD ST	KNOB HILL TR	211	27	5,702	A	R	26	N/A	N/A
DELMON	1050	DEL MONTE AV	KNOB HILL TR	SECOND ST	106	40	4,224	A	R	46	N/A	N/A
DELMON	1060	DEL MONTE AV	SECOND ST	KEYSTONE AV	950	40	38,016	A	R	34	N/A	N/A
DELMON	1110	DEL MONTE AV	CENTRAL AV	WRIGHT AV	1,056	40	42,240	A	R	52	N/A	N/A
DELMON	1215	DEL MONTE AV	DEAD END	LLAGES RD	1,005	20	33,400	A	R	48	SLURRY SEAL	8/15/2009
DELMON	1225	DEL MONTE AV	LLAGAS RD	BERKSHIRE DR	600	40	24,000	A	R	63	SLURRY SEAL	7/15/2007
DELMON	1230	DEL MONTE AV	BERKSHIRE DR	SANCHEZ DR	686	40	27,456	A	R	73	SLURRY SEAL	7/15/2007
DELMOC	1010	DEL MONTE CR	END	DEL MONTE AV	211	20	4,220	A	R	55	SLURRY SEAL	8/15/2009
DENALI	1010	DENALI DR	COSMO AVE	OL YMPIC DR	793	48	38,064	A	R	85	N/A	N/A
DENALI	1020	DENALI DR	OL YMPIC DR	SUNSET AVE	364	37	13,468	A	R	85	N/A	N/A
DEPOTS	1005	DEPOT ST	EAST DUNNE AV	FIFTH ST	630	36	22,680	A	C	80	N/A	N/A
DEPOTS	1015	DEPOT ST	FIFTH ST	FOURTH ST	442	36	15,912	A	C	80	N/A	N/A
DEPOTS	1020	DEPOT ST	FOURTH ST	SECOND ST	635	36	22,860	A	C	79	N/A	N/A
DEPOTS	1030	DEPOT ST	SECOND ST	EAST MAIN AV	700	36	25,200	A	C	80	N/A	N/A
DESCAN	1010	DESCANSA CT	END	LA CROSSE DR	528	40	21,120	A	R	66	SLURRY SEAL	9/1/2000
DEWITT	1010	DEWITT AV	CITY LIMITS	WEST DUNNE AV	900	40	36,000	A	C	61	CAPE SEAL	9/1/2000
DEWITT	1015	DEWITT AV	WEST DUNNE AV	ALKIRE AV	774	40	30,960	A	R	73	N/A	N/A
DEWITT	1025	DEWITT AV	ALKIRE AV	W. MAIN AVE	700	40	28,000	A	R	43	N/A	N/A
DEWITT	1030	DEWITT AV	W. MAIN AVE	CLAREMONT DR	862	40	34,480	A	R	42	CAPE SEAL	9/1/2000
DEWITT	1040	DEWITT AV	CLAREMONT DR	MARCIA DR	530	40	21,200	A	R	63	N/A	N/A
DIANAA	1010	DIANA AV	DEAD END (S. OF BUTTERFIELD BLVD)	BUTTERFIELD BLVD	585	24	14,040	A	C	75	N/A	N/A
DIANAA	1020	DIANA AV	BUTTERFIELD BLVD	GRAND PRIX WY	1,659	42	69,678	O	C	80	2 IN AC OVERLAY	7/1/2005
DIANAA	1030	DIANA AV	GRAND PRIX WY	JAMES LEX LN	968	30	29,040	O	C	49	2 IN AC OVERLAY	7/1/2005
DIANAA	1040	DIANA AV	JAMES LEX LN	WALNUT GROVE DR (E)	942	47	44,274	A	C	81	N/A	N/A
DIANAA	1100	DIANA AV	CITY LIMIT SW/O BRADFORD HILL RD		3,142	32	100,544	A	C	74	N/A	N/A
DIGIDR	1010	DIGITAL DRIVE	BUTTERFIELD BLVD	BUTTERFIELD BLVD	2,280	34	77,520	A	C	80	N/A	N/A
DOGWOO	1010	DOGWOOD WY	END	JASMINE WY	158	40	6,336	A	R	72	SLURRY SEAL	7/8/2002
DOMAIC	1010	DOMAINE CT	E/O MALBEC DR	CUL DE SAC	272	32	10,311	A	R	85	N/A	N/A

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DOMAID	1010	DOMAINE DR	BRIX WY	MALBEC DR	157	32	5,024	A	R	85	N/A	N/A
DOMAID	1020	DOMAINE DR	CABERNET CT	BRIX WY	994	34	33,796	A	R	85	N/A	N/A
DOUGHE	1010	DOUGHERTY AV	TILTON AV	CITY LIMITS	950	30	28,500	A	R	84	N/A	N/A
DOUGHE	1015	DOUGHERTY AV	TILTON AV	N/O BASIL	1,000	34	34,000	A	R	83	N/A	N/A
DOUGHE	1025	DOUGHERTY AV	N/O BASIL	CURRY AV	310	34	10,540	A	R	85	N/A	N/A
DRYCRE	1010	DRY CREEK CT	SPRING HILL DR	END	264	40	10,560	A	R	73	SLURRY SEAL	9/1/2000
EDMUND	1010	E EDMUNDSON AV	MONTEREY ST	CHURCH ST	634	40	25,344	A	A	67	N/A	N/A
EDMUND	1020	E EDMUNDSON AV	CHURCH ST	END	686	36	24,696	A	A	78	N/A	N/A
EISLAN	1010	EAGLE ISLAND CT	S/O SPRING AVE	CUL DE SAC	182	32	7,840	A	R	83	N/A	N/A
EAGLES	1020	EAGLE SPRINGS CT	LLAGAS CREEK DR	CUL-DE-SAC	171	33	5,643	A	R	79	N/A	N/A
EVIEWD	1010	EAGLE VIEW DR	N/O MORNING STAR DR	W/O PEET DR	2,305	36	82,980	A	R	85	N/A	N/A
ECENRT	1020	EAST CENTRAL AVE	CALLE MAZATAN	265 FT W/O ASTON CT	1,300	48	62,400	A	R	83	N/A	N/A
ECENRT	1025	EAST CENTRAL AVE	265 FT W/O ASTON CT	E/O LANCIA DR	735	48	35,280	A	R	83	N/A	N/A
ECENRT	1035	EAST CENTRAL AVE	E/O LANCIA DR	SERENE DR	530	48	25,440	A	R	73	N/A	N/A
ECENRT	1010	EAST CENTRAL AVE	W/O BUTTERFIELD	CUL DE SAC	449	29	13,534	A	R	85	N/A	N/A
EDUNNE	1010	EAST DUNNE AV	MONTEREY ST	RAILROAD X	950	80	76,000	A	A	67	N/A	N/A
EDUNNE	1020A	EAST DUNNE AV	RAILROAD X	BUTTERFIELD	617	69	42,573	A	A	79	N/A	N/A
EDUNNE	1020B	EAST DUNNE AV	BUTTERFIELD	JOLLEEN WY	1,918	69	132,342	A	A	81	N/A	N/A
EDUNNE	1030	EAST DUNNE AV	JOLLEEN WY	LAUREL RD	898	69	61,962	A	A	79	N/A	N/A
EDUNNE	1040	EAST DUNNE AV	LAUREL RD	CONDIT RD	2,165	69	149,385	A	A	61	N/A	N/A
EDUNNE	1050	EAST DUNNE AV	CONDIT RD	MURPHY AV	634	88	52,960	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2015
EDUNNE	1060	EAST DUNNE AV	MURPHY AV	PEPPERTREE DR	1,267	88	103,832	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2015
EDUNNE	1070	EAST DUNNE AV	PEPPERTREE DR	PINE WY	792	88	64,400	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2015
EDUNNE	1080	EAST DUNNE AV	PINE WY	TASSAJARA CR	1,215	88	98,760	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2015
EDUNNE	1090	EAST DUNNE AV	TASSAJARA CR	HILL RD	1,056	88	82,208	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2015
EDUNNE	1100	EAST DUNNE AV	HILL RD	PVT CHG 356'E/O SORRELL WY	1,650	87	143,550	O	A	64	AC OVERLAY, 1.5 IN	9/1/2000
EDUNNE	1110	EAST DUNNE AV	PVT CHG 356'E/O SORRELL WY	SADDLEBACK DR	217	87	18,879	O	A	73	AC OVERLAY, 1.5 IN	9/1/2000
EDUNNE	1120	EAST DUNNE AV	SADDLEBACK DR	GALLOP DR	897	58	52,026	A	A	66	N/A	N/A
EDUNNE	1130	EAST DUNNE AV	GALLOP DR	RUSTLING OAK CT	2,693	41	110,413	O	C	73	AC OVERLAY W/FABRIC, 2.0 IN	8/1/1999

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EDUNNE	1140	EAST DUNNE AV	RUSTLING OAK CT	FLAMING OAK LN	898	44	39,512	O	C	75	AC OVERLAY W/FABRIC, 2.0 IN	8/1/1999
EDUNNE	1150	EAST DUNNE AV	FLAMING OAK LN	THOMAS GRADE	2,429	22	71,597	A	C	82	N/A	N/A
EDUNNE	1160	EAST DUNNE AV	THOMAS GRADE	HOLIDAY DR	950	36	40,550	A	C	61	N/A	N/A
EDUNNE	1170	EAST DUNNE AV	HOLIDAY DR	CITY LIMITS (EAST END)	4,480	32	143,360	A	C	43	CHIP SEAL	7/1/2003
EMAINA	1010	EAST MAIN AV	MONTEREY ST	RR CROSSING	738	46	35,904	O	A	79	2 IN AC OVERLAY	12/11/2008
EMAINA	1021	EAST MAIN AV	RR CROSSING	BUTTERFIELD BLVD	530	69	36,570	A	A	64	N/A	N/A
EMAINA	1022	EAST MAIN AV	BUTTERFIELD BLVD	CALLE MAZATAN	684	69	47,196	O	A	77	2 IN AC OVERLAY W/ FABRIC	9/15/2006
EMAINA	1030	EAST MAIN AV	CALLE MAZATAN	GRAND PRIX WY	1,003	36	36,115	O	A	62	2 IN AC OVERLAY	12/11/2008
EMAINA	1040	EAST MAIN AV	GRAND PRIX WY	CARRIAGE LAMP WY	950	51	48,450	O	A	77	2 IN AC OVERLAY	12/11/2008
EMAINA	1051A	EAST MAIN AV	CARRIAGE LAMP WY	BELLETO DR	325	51	16,575	O	A	79	2 IN AC OVERLAY	12/11/2008
EMAINA	1051B	EAST MAIN AV	BELLETO DR	SERENE DR	351	51	17,901	O	A	79	2 IN AC OVERLAY	8/15/2008
EMAINA	1052	EAST MAIN AV	SERENE DR	LAUREL RD	432	51	22,032	O	A	73	2 IN AC OVERLAY W/ FABRIC	9/15/2006
EMAINA	1061	EAST MAIN AV	LAUREL RD	101 OVERPASS	520	42	21,840	O	A	46	2 IN AC OVERLAY W/ FABRIC	9/15/2006
EMAINA	1062	EAST MAIN AV	101 OVERPASS	CONDIT RD	694	42	29,148	A	A	48	N/A	N/A
EMAINA	1070	EAST MAIN AV	CONDIT RD	CASA LN	1,320	36	47,520	O	A	57	TWO INCH OVERLAY W/ DIG OUTS	9/10/2001
EMAINA	1080	EAST MAIN AV	CASA LN	COUNTY MARKER	1,320	51	67,320	O	A	65	TWO INCH OVERLAY W/ DIG OUTS	9/10/2001
EMIDDL	1010	EAST MIDDLE AV	MONTEREY ST	RR CROSSING	686	22	14,678	A	A	12	N/A	N/A
EASYST	1010	EASY ST	CITY LIMITS	SUNSHINE ST	1,680	40	67,200	A	R	65	SLURRY SEAL	7/1/2005
EASYST	1020	EASY ST	SUNSHINE ST	SHADOWLANE CT	1,367	40	54,680	A	R	62	SLURRY SEAL	7/1/2005
EASYST	1030	EASY ST	SHADOWLANE CT	END (GATE)	1,214	40	48,576	A	R	69	SLURRY SEAL	7/1/2005
EDESCT	1010	EDES CT	END	MONTEREY ST	792	41	32,472	A	R	69	N/A	N/A
EDWINJ	1010	EDWIN JONES CT	CHARGIN WY	END	317	40	12,672	A	R	81	SLURRY SEAL	9/1/2000
ELPAJA	1010	EL PAJARO CT	END	LA CROSSE DR	475	40	19,008	A	R	69	SLURRY SEAL	9/1/2000
ELTORO	1005	EL TORO CT	LINDO LN	DEL MONTE	435	40	17,400	A	R	23	N/A	N/A
ELTOST	1015	EL TORO ST	DEL MONTE	MONTEREY ST	625	40	25,000	A	R	85	N/A	N/A
ELAINE	1010	ELAINE CT	MARCIA DR	END	581	40	23,232	A	R	61	N/A	N/A
ELMROA	1010	ELM RD	CITY LIMITS	HALF RD	370	21	7,762	A	R	21	N/A	N/A
ENCINO	1010	ENCINO DR	SUNNYSIDE AV	VIA CASTANA DR	1,056	40	42,240	A	R	32	SLURRY SEAL	7/15/2007
ENCINO	1020	ENCINO DR	VIA CASTANA DR	LA ALAMEDA DR	950	40	38,016	A	R	30	SLURRY SEAL	7/15/2007

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ENCINO	1030	ENCINO DR	LA ALAMEDA DR	END	1,162	40	46,464	A	R	62	CAPE SEAL	9/1/2000
ENGLIS	1010	ENGLISH WALNUT CT	WALNUT GROVE DR	END	211	24	5,064	A	R	66	N/A	N/A
ENGLIW	1010	ENGLISH WALNUT WY	WALNUT GROVE DR	BELLETO DR	725	44	31,900	A	R	77	N/A	N/A
ESPANAC	1010	ESPANA CT	PURISSIMA WY	END	228	32	7,296	A	R	95	N/A	N/A
ESPANAW	1010	ESPANA WY	PURISSIMA WY	EAST END	1,316	32	42,112	A	R	95	N/A	N/A
EVENIN	1010	EVENING STAR CT	PEET RD	END	228	37	8,436	A	R	95	N/A	N/A
EVENSTP	1010	EVENING STAR PL	PEET RD	END	432	32	13,824	A	R	95	N/A	N/A
EXCADR	1010	EXCALIBUR DR	BELLINI WY	WATSONVILLE RD	150	34	5,100	A	R	83	N/A	N/A
EXCADR	1020	EXCALIBUR DR	WATSONVILLE RD	WHITE CLOUD DR	198	40	7,920	A	R	88	SLURRY SEAL - TYPE II	10/30/2014
EXCADR	1030	EXCALIBUR DR	WHITE CLOUD DR	PRANCER CT	964	37	35,668	A	R	90	SLURRY SEAL - TYPE II	10/30/2014
EXCADR	1040	EXCALIBUR DR	PRANCER CT	NATIVE DANCER	524	37	19,388	A	R	90	SLURRY SEAL - TYPE II	10/30/2014
EXCADR	1050	EXCALIBUR DR	NATIVE DANCER	CUL-DE-SAC	519	33	17,127	A	R	90	SLURRY SEAL - TYPE II	10/30/2014
FARALL	1010	FARALLON DR	PEAK AV	ALKIRE AV	1,056	30	31,680	A	R	69	N/A	N/A
FELIZC	1010	FELIZ CT	FOUNTAIN OAKS DR	END	370	32	11,827	A	R	68	CRACK SEAL & CAPE SEAL	8/1/1999
FENNCT	1010	FENNEL CT	DOUGHERTY AV	CUL-DE-SAC	473	34	17,947	A	R	88	N/A	N/A
FIELDS	1010	FIELDSHIRE WY	END	JASMINE WY	317	40	12,672	A	R	85	SLURRY SEAL	7/8/2002
FIFTHS	1011	FIFTH ST	DEL MONTE AV	MONTEREY ST	594	38	22,572	A	R	61	MICROSURFACING	9/15/2006
FIFTHS	1012	FIFTH ST	MONTEREY ST	DEPOT ST	620	38	23,560	A	R	62	N/A	N/A
FIRSTS	1005	FIRST ST	DEL MONTE AV	MONTEREY RD	615	40	24,600	A	R	48	N/A	N/A
FIRSTS	1015	FIRST ST	MONTEREY RD	DEPOT ST	547	40	21,880	A	R	100	N/A	N/A
FISHER	1010	FISHER AV	RAILROAD AV	CITY LIMITS	686	22	15,101	A	R	66	N/A	N/A
FLOREN	1010	FLORENCE CT	END	MARCIA DR	317	40	12,672	A	R	56	N/A	N/A
FOOTHI	1010	FOOTHILL AV	CITY LIMITS	MIDDLE AV	1,426	21	29,938	A	R	31	N/A	N/A
FOOTHI	1020	FOOTHILL AV	MIDDLE AV	RAQUEL CT	1,320	21	27,720	A	R	39	N/A	N/A
FOOTHI	1030	FOOTHILL AV	RAQUEL CT	MAPLE AV	1,954	21	41,026	A	R	37	AC SKIN PATCH	8/1/1999
FOOTHC	1010	FOOTHILL CT	DEL MONTE AV	END	528	40	21,120	A	R	61	N/A	N/A
FOOTHC	1020	FOOTHILL CT	DEL MONTE AV	END	186	49	9,114	A	R	56	N/A	N/A
FOUNTV	1010	FOUNTAIN AV	END	FOUNTAIN OAKS DR	422	40	16,896	A	R	62	CRACK SEAL & CAPE SEAL	8/1/1999
FOUNTC	1010	FOUNTAIN CT	FOUNTAIN OAKS DR	END	106	40	4,224	A	R	63	CRACK SEAL & CAPE SEAL	8/1/1999

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FOUNTA	1010	FOUNTAIN OAKS DR	HILL RD	FELIZ CT	1,056	40	42,240	O	C	83	THIN AC OVERLAY(1.5 INCHES)	8/1/1999
FOUNTA	1020	FOUNTAIN OAKS DR	FELIZ CT	BUCKSKIN CT	898	40	35,920	O	C	81	AC OVERLAY W/FABRIC, 2.0 IN	8/1/1999
FOUNTA	1030	FOUNTAIN OAKS DR	BUCKSKIN CT	TRAIL DR	897	40	35,904	O	C	80	AC OVERLAY W/FABRIC, 2.0 IN	8/1/1999
FOUNTA	1040	FOUNTAIN OAKS DR	TRAIL DR	END	739	40	29,568	A	R	73	CRACK SEAL & CAPE SEAL	8/1/1999
FOURTH	1005	FOURTH ST	END	MONTEREY	200	38	7,600	A	R	10	N/A	N/A
FOURTH	1015	FOURTH ST	MONTEREY	DEPOT ST	592	38	22,496	A	R	100	N/A	N/A
FOXHOL	1010	FOXHOLLOW CR	MURPHY SPRINGS DR	MURPHY SPRINGS DR	1,003	36	36,108	A	R	73	SLURRY SEAL	7/15/2007
FREMCT	1010	FREMONT CT	E DUNNE AVE	END	186	32	5,952	A	R	95	N/A	N/A
GALLAN	1010	GALLANT FOX WY	WEST MIDDLE AV	END	845	32	27,034	A	R	51	N/A	N/A
GALLOP	1010	GALLOP DR	FOUNTAIN OAKS DR	EAST DUNNE AV	1,240	40	49,600	A	R	60	CRACK SEAL & CAPE SEAL	8/1/1999
GARDEN	1010	GARDEN WY	END	WRIGHT AV	317	34	10,771	A	R	45	CAPE SEAL	8/15/2009
GARLIC	1010	GARLIC AV	CHICORY LN	END	824	32	26,368	A	R	88	N/A	N/A
GINGER	1010	GINGER WY	W/O TAYLOR AVE	END	275	30	8,250	A	R	83	N/A	N/A
GITANA	1010	GITANA CT	END (WEST)	SADDLEBACK DR	158	36	5,702	A	R	47	CRACK SEAL & CAPE SEAL	8/1/1999
GITANA	1020	GITANA CT	SADDLEBACK DR	END (EAST)	317	36	11,405	A	R	47	N/A	N/A
GLENAY	1010	GLEN AYRE DR	LLAGAS RD	JASPER HIGHLANDS DR	1,109	24	26,611	A	R	61	SLURRY SEAL	8/15/2009
GLENAY	1020	GLEN AYRE DR	JASPER HIGHLANDS DR	SCOTT DR	581	24	13,939	A	R	52	SLURRY SEAL	8/15/2009
GLENAY	1030	GLEN AYRE DR	SCOTT DR	END	2,059	18	37,066	A	R	55	SLURRY SEAL	8/15/2009
GLENCA	1010	GLEN CANYON CT	S/O SPRING AVE	CUL DE SAC	341	32	12,519	A	R	79	N/A	N/A
GRANDP	1010	GRAND PRIX WY	DIANA AV	LA SABRE CT	845	40	33,792	A	R	80	SLURRY SEAL	12/11/2008
GRANDP	1020	GRAND PRIX WY	LA SABRE CT	EAST MAIN AV	1,140	40	45,600	A	R	76	SLURRY SEAL	12/11/2008
GRANDP	1030	GRAND PRIX WY	E. CENTRAL AV	E. MAIN AVE	963	33	31,779	A	R	85	N/A	N/A
GREENW	1005	GREENWOOD AV	END	ROCKY RIDGE ROAD	225	24	5,400	A	R	40	N/A	N/A
GREENW	1015	GREENWOOD AV	ROCKY RIDGE ROAD	ROLLING HILL DR	672	24	16,128	A	R	34	N/A	N/A
GREYGH	1010	GREY GHOST CT	END	OLIVE AV	264	40	10,560	A	R	72	N/A	N/A
HALEAV	1005	HALE AV	W. MAIN ST	LLAGAS RD	1,684	58	97,672	A	A	95	N/A	N/A
HALEAV	1010	HALE AV	KNOB HILL TR	WARREN AV	264	35	9,240	A	A	72	N/A	N/A
HALEAV	1030	HALE AV	LLAGAS RD	VIA LOMA	1,317	30	39,510	O	A	91	2 IN AC OVERLAY	11/1/2012
HALEAV	1040	HALE AV	CITY LIMITS(1010 Ft. NVIA)	CITY LIMITS(260 Ft. STILT)	3,680	30	110,400	O	A	89	2 IN AC OVERLAY	11/1/2012
HALFRD	1010	HALFRD	COUNTY MARKER	GOULD LN	1,479	22	32,538	A	R	79	N/A	N/A

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HALFRD	1020	HALF RD	GOULD LN	ELM AV	317	22	6,974	A	R	83	N/A	N/A
HAMP SH	1010	HAMPSHIRE CT	END	BERKSHIRE DR	158	40	6,336	A	R	85	SLURRY SEAL	7/15/2007
HAYLCT	1010	HAY LOFT CT	END	HAY LOFT WY	211	32	6,758	A	R	70	CRACK SEAL & CAPE SEAL	8/1/1999
HAYLOF	1010	HAY LOFT WY	GALLOP DR	END	1,056	32	33,792	A	R	61	CRACK SEAL & CAPE SEAL	8/1/1999
HAZELT	1010	HAZELTON CT	END	DEL MONTE AV	475	40	19,008	A	R	65	SLURRY SEAL	8/15/2009
HEATHE	1010	HEATHERWOOD WY	KATYBETH WY	CUL DE SAC	945	40	38,989	A	R	85	N/A	N/A
HEIDIC	1010	HEIDI CT	END	HEIDI DR	158	59	9,346	O	R	80	AC OVERLAY, 1.5 IN	9/1/2000
HEIDID	1010	HEIDI DR	PEAK AV	CREST AV	634	40	25,344	O	R	83	AC OVERLAY, 1.5 IN	9/1/2000
HERITA	1010	HERITAGE CT	END	PRESERVATION WY	158	32	5,069	A	R	78	SLURRY SEAL	7/15/2007
HIDALG	1010	HIDALGO CT	VIA GRANDE	END	158	40	6,336	A	R	56	N/A	N/A
HILLRD	1010	HILL RD	COUNTY MARKER	SUNDANCE DR	1,056	44	46,464	A	A	78	N/A	N/A
HILLRD	1020	HILL RD	SUNDANCE DR	EAST DUNNE AV	845	44	37,180	O	A	56	2 IN AC OVERLAY	7/15/2007
HILLRD	1030	HILL RD	EAST DUNNE AV	KATYBETH WY	1,109	49	54,341	A	A	43	N/A	N/A
HILLRD	1040	HILL RD	KATYBETH WY	CITY LIMITS (N/ DANA AV)	2,877	40	115,080	O	A	50	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
HIOLD	1010	HILL RD (OLD ALIGN.)	E. DUNNE AVE	ROSETTA DR/HILL RD (NEW)	712	24	17,088	A	R	40	N/A	N/A
HILLTP	1010	HILL TOP CT	EAST DUNNE AV	END	370	24	8,870	A	R	67	6 IN REMOVE & REPLACE	8/1/1999
HILLMCT	1010	HILLMAN CT	CALLE CENTRAL	END	362	37	13,394	A	R	95	N/A	N/A
HUSTON	1010	HUSTON CT	END (WEST)	SADDLEBACK DR	158	36	5,702	A	R	37	CRACK SEAL & CAPE SEAL	8/1/1999
HUSTON	1020	HUSTON CT	SADDLEBACK DR	END (EAST)	317	36	11,405	A	R	39	N/A	N/A
IMPALA	1010	IMPALA CT	GRAND PRIX WY	END	211	40	8,448	A	R	77	N/A	N/A
JACKSC	1010	JACKSON OAKS CT	END	JACKSON OAKS DR	320	24	7,680	A	R	50	N/A	N/A
JACKSO	1020	JACKSON OAKS DR	EAST DUNNE AV	OAK VIEW CR	264	24	6,336	O	R	67	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
JACKSO	1030	JACKSON OAKS DR	OAK VIEW CR	OAK HILL CT	1,743	24	41,818	O	R	63	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
JACKSO	1040	JACKSON OAKS DR	OAK HILL CT	OAK CANYON DR	1,320	24	31,680	O	R	59	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
JACKSO	1050	JACKSON OAKS DR	OAK CANYON DR	JACKSON OAKS CT	1,373	24	32,947	O	R	59	THIN AC OVERLAY(1.5 INCHES)	9/10/2001

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JACKSO	1060	JACKSON OAKS DR	JACKSON OAKS CT	LIVE OAK CT	739	24	17,741	O	R	71	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
JACKSO	1070	JACKSON OAKS DR	LIVE OAK CT	RIDGEVIEW CT	1,003	24	24,077	O	R	70	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
JACKSO	1080	JACKSON OAKS DR	RIDGEVIEW CT	OAKRIDGE RD	792	24	19,008	O	R	66	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
JACQUE	1010	JACQUELINE CT	END	BARRETT AV	370	40	14,784	A	R	63	N/A	N/A
JAMESCT	1010	JAMES CT	MURPHY AVE	END	348	24	8,352	A	R	95	N/A	N/A
JAMESL	1010	JAMES LEX LN	END	DIANA AV	686	30	20,592	A	R	58	N/A	N/A
JARVIS	1000	JARVIS DR	BUTTERFIELD BLVD	ADDRESS # 885	932	58	54,056	A	C	83	N/A	N/A
JARVIS	1010	JARVIS DR	ADDRESS # 885	SERENE DR	1,058	58	61,364	A	C	50	N/A	N/A
JARVIS	1020	JARVIS DR	SERENE DR	SUTTER BL	3,274	58	189,869	A	C	80	N/A	N/A
JARVIS	1030	JARVIS DR	SUTTER BL	ADDRESS # 400	792	58	45,936	A	C	79	N/A	N/A
JARVIS	1040	JARVIS DR	ADDRESS # 400	BUTTERFIELD BLVD	601	58	34,858	A	C	81	N/A	N/A
JASMIN	1010	JASMINE WY	310' N/ MEADOW CT	DOGWOOD WY	792	40	31,680	A	R	75	SLURRY SEAL	7/8/2002
JASMIN	1020	JASMINE WY	DOGWOOD WY	PEPERTREE DR	634	40	25,344	A	R	59	SLURRY SEAL	7/8/2002
JASMIN	1030	JASMINE WY	PEPERTREE DR	ARCHFIELD CT	950	40	38,016	A	R	69	SLURRY SEAL	7/8/2002
JASPER	1010	JASPER HIGHLANDS	END	GLEN AYRE DR	1,003	18	18,058	A	R	61	SLURRY SEAL	8/15/2009
JEANCT	1010	JEAN CT	HILL RD	PEAR DR	956	37	35,372	A	R	95	N/A	N/A
JENECT	1010	JENECE CT	JUSTINO DR	END	126	37	4,662	A	R	95	N/A	N/A
JOHNTE	1010	JOHN TELFER DR	WEST DUNNE AV	PVT CHG S/O WEST	550	28	15,400	A	R	25	CAPE SEAL	9/1/2000
JOHNTE	1020	JOHN TELFER DR	WEST DUNNE AV	ALKIRE AV	475	40	19,000	A	R	78	N/A	N/A
JOHNTE	1030	JOHN TELFER DR	WEST MAIN AV	END	930	18	16,740	A	R	34	N/A	N/A
JOHNTE	1040	JOHN TELFER DR	PVT CHG	PRICE DR	510	28	14,280	A	R	53	N/A	N/A
JOHNWI	1010	JOHN WILSON WY	W/O MONTEREY ST	END	762	29	22,098	A	R	85	N/A	N/A
JOLLEE	1010	JOLLEEN WY	END	EAST DUNNE AV	792	40	31,680	A	R	46	N/A	N/A
JUANHE	1010	JUAN HERNANDEZ	DEAD END	BARRETT AVE	1,355	30	40,650	A	C	81	N/A	N/A
JUANHE	1020	JUAN HERNANDEZ	BARRETT AVE	TENNANT AVE	1,673	54	90,342	A	C	78	N/A	N/A
JUSTIN	1010	JUSTINO DR	RINGEL DR	CITY LIMITS	205	40	8,200	A	R	85	SLURRY SEAL	10/15/2011
KATYBE	1005	KATYBETH WY	HILL RD	W/O HEATHERWOOD	510	40	20,400	A	R	85	N/A	N/A
KATYBE	1015	KATYBETH WY	W/O HEATHERWOOD	N/O CONTE WY	190	40	7,600	A	R	85	N/A	N/A
KATYBE	1020	KATYBETH WY	N/O CONTE WY	SHAVER AVE	128	37	4,736	A	R	95	N/A	N/A
KAYSPR	1010	KAY SPRINGS CT	CHRISTEPH DR	CUL-DE-SAC	232	33	7,656	A	R	83	SLURRY SEAL	7/15/2007

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KEITHW	1010	KEITH WY	EDMUNDSON AVE	DEAD END	730	36	26,280	A	R	76	N/A	N/A
KENNEB	1010	KENNEBEC CT	E/O PEET RD	CUL DE SAC	254	32	9,813	A	R	85	N/A	N/A
KENNEPL	1010	KENNEBEC PL	PEET RD	END	162	37	5,994	A	R	95	N/A	N/A
KEYSTO	1010	KEYSTONE AV	DEL MONTE AV	MONTEREY ST	634	40	25,344	A	R	57	N/A	N/A
KICKCT	1010	KICKAPOO CT	MALAGUERRA AV	CUL-DE-SAC	829	32	28,543	A	R	85	N/A	N/A
KINGSC	1010	KINGS CANYON CT	COSMO AVE	CUL-DE-SAC	187	33	5,102	A	C	84	N/A	N/A
KNOBHI	1010	KNOB HILL TR	END	DEL MONTE AV	945	36	34,020	A	R	66	N/A	N/A
LAAGUA	1010	LA AGUA CT	LA JOLLA DR	END	158	40	6,336	A	R	83	N/A	N/A
LAALAM	1010	LA ALAMEDA DR	WATSONVILLE RD	ALAMO DR	528	40	21,120	O	C	84	SLURRY SEAL	7/15/2007
LAALAM	1020	LA ALAMEDA DR	ALAMO DR	ROBLE DR	1,056	40	42,240	O	C	79	SLURRY SEAL	7/15/2007
LAALAM	1030	LA ALAMEDA DR	ROBLE DR	LA CROSSE DR	687	40	27,456	O	C	81	SLURRY SEAL	7/15/2007
LAARBO	1010	LA ARBOLEDA WY	WATSONVILLE RD	END	1,021	37	37,777	A	R	85	N/A	N/A
LABARE	1010	LA BAREE DR	CALLE ENRIQUE	LA CROSSE DR	686	40	27,456	A	R	56	SLURRY SEAL	7/1/2003
LABELL	1010	LA BELLA CT	LA CROSSE DR	END	686	40	27,456	A	R	63	SLURRY SEAL	9/1/2000
LACANA	1010	LA CANADA CT	END	CALLE ENRIQUE	581	40	23,232	A	R	53	SLURRY SEAL AND CRACK SEAL	7/8/2002
LACROS	1010	LA CROSSE DR	LA ALAMEDA DR	LA PALA CT	898	50	44,900	A	C	58	SLURRY SEAL	9/1/2000
LACROS	1020	LA CROSSE DR	LA PALA CT	VINEYARD BL	1,214	50	60,720	A	C	49	SLURRY SEAL	9/1/2000
LACROS	1030	LA CROSSE DR	VINEYARD BL	LA MIRADA CT	1,267	50	63,360	A	C	42	CAPE SEAL	9/1/2000
LACROS	1040	LA CROSSE DR	LA MIRADA CT	LA RENA CT	792	50	39,600	A	C	22	CAPE SEAL	9/1/2000
LACROS	1050	LA CROSSE DR	LA RENA CT	LA RODA CT	602	46	27,692	A	C	40	CAPE SEAL	9/1/2000
LACROS	1060	LA CROSSE DR	MCKELVY LN	LA GRANDE DR	1,004	50	50,160	A	C	82	SLURRY SEAL	9/1/2000
LACROS	1070	LA CROSSE DR	LA GRANDE DR	LA ALAMEDA DR	950	50	47,520	A	C	76	SLURRY SEAL	9/1/2000
LACROS	1080A	LA CROSSE DR	MCKELVY LN	75 FT WEST OF LA	484	46	22,264	A	C	79	SLURRY SEAL	9/1/2000
LACROS	1080B	LA CROSSE DR	75 FT WEST OF LA	LA RODA CT	75	46	3,450	A	C	44	CAPE SEAL	9/1/2000
LAESCU	1010	LA ESCUELA CT	END	LA CROSSE DR	581	40	23,232	A	R	79	SLURRY SEAL	9/1/2000
LAGIRC	1010	LA GIRALDA CT	VIA GRANDE	END	158	40	6,336	A	R	63	N/A	N/A
LAGRAN	1010	LA GRANDE DR	VIA CASTANA	LA CROSSE DR	240	50	12,000	A	R	77	SLURRY SEAL	9/1/2000
LAHONC	1010	LA HONDA CT	LA CROSSE DR	END	528	40	21,120	A	R	70	SLURRY SEAL AND CRACK SEAL	7/8/2002
LAHON	1010	LA HONDA SUR	END	LA CROSSE DR	317	40	12,672	A	R	69	SLURRY SEAL	7/1/2003
LAJOLC	1010	LA JOLLA CT	LA CROSSE DR	END	581	40	23,232	A	R	73	SLURRY SEAL	9/1/2000
LAJOLL	1010	LA JOLLA DR	VIA NAVONA	LA CROSSE DR	810	40	32,400	A	R	75	N/A	N/A
LAJOLL	1020	LA JOLLA DR	VIA NAVONA	END	1,020	37	37,740	A	R	84	N/A	N/A

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LAMARC	1010	LA MAR CT	LA CROSSE DR	END	581	40	23,232	A	R	79	SLURRY SEAL AND CRACK SEAL	7/8/2002
LAMARD	1010	LA MAR DR	CALLE ENRIQUE	LA CROSSE DR	1,320	40	52,800	A	R	74	SLURRY SEAL	7/1/2003
LAMESA	1010	LA MESA CT	LA CROSSE DR	CUL-DE-SAC	528	40	21,120	A	R	70	SLURRY SEAL	9/1/2000
LAMIRA	1010	LA MIRADA CT	END	LA CROSSE DR	528	40	21,120	A	R	56	SLURRY SEAL	9/1/2000
LAPALA	1010	LA PALA CT	END	LA CROSSE DR	317	40	12,672	A	R	66	SLURRY SEAL	7/1/2003
LAPAZC	1010	LA PAZ CT	END	CALLE ENRIQUE	580	40	23,200	A	R	49	N/A	N/A
LAPORT	1010	LA PORTE CT	END	LA CROSSE DR	475	40	19,008	A	R	59	CAPE SEAL	9/1/2000
LAPREN	1010	LA PRENDA CT	END	LA CROSSE DR	581	40	23,232	A	R	47	CAPE SEAL	9/1/2000
LARENA	1010	LA RENA CT	LA CROSSE DR	END	106	60	6,336	A	R	62	SLURRY SEAL	9/1/2000
LAROCC	1005	LA ROCCA CT	BELLINI WY	END (SW)	144	40	5,760	A	R	85	SLURRY SEAL	9/1/2000
LAROCC	1015	LA ROCCA CT	ALAMO DR	END (SE)	445	40	18,989	A	R	65	SLURRY SEAL	9/1/2000
LARODR	1005	LA ROCCA DR	BELLINI WY	ALAMO DR	1,024	40	40,960	A	R	79	SLURRY SEAL	9/1/2000
LARODA	1010	LA RODA CT	LA CROSSE DR	END	158	40	6,336	A	R	37	SLURRY SEAL	9/1/2000
LASABR	1010	LA SABRE CT	END	GRAND PRIX WY	430	40	17,200	A	R	62	N/A	N/A
LASIER	1010	LA SIERRA CT	LA CROSSE DR	END	528	40	21,120	A	R	62	N/A	N/A
LATIERRA	1010	LA TIERRA CT	VIA CASTANA	END	384	32	12,288	A	R	95	N/A	N/A
LATIER	1020	LA TIERRA DR	VIA CASTANA DR	VIA CASTANA DR	1,100	40	44,000	A	R	80	N/A	N/A
LAVELA	1010	LA VELA CT	LA JOLLA DR	CULO-DE-SAC	305	37	11,285	A	R	85	N/A	N/A
LAVIAA	1010	LA VIA AZUL	LA MAR DR	LA JOLLA DR	211	40	8,448	A	R	80	SLURRY SEAL	7/1/2003
LAVIAC	1010	LA VIA AZUL CT	LA JOLLA DR	END	370	40	14,784	A	R	83	N/A	N/A
LAVIST	1010	LA VISTA CT	END	SUNNYSIDE AV	370	39	14,414	A	R	83	N/A	N/A
LANCIA	1010	LANCIA DR	S/O EAST CENTRAL	CUL-DE-SAC S. OF	915	37	33,855	A	R	82	N/A	N/A
LANDAU	1010	LANDAU CT	END	GRAND PRIX WY	420	40	16,800	A	R	63	N/A	N/A
LACOH	1010	LAS COCHES CT	END	CALLE ENRIQUE	475	40	19,008	A	R	54	SLURRY SEAL AND CRACK SEAL	7/8/2002
LAUREL	1010	LAUREL RD	EAST DUNNE AV	WALNUT GROVE DR	250	38	9,500	A	R	83	N/A	N/A
LAUREL	2010	LAUREL RD	EAST MAIN AV	CITY LIMITS	679	32	21,728	A	C	42	N/A	N/A
LESABCT	1010	LE SABRE CT	GRAND PRIX WY	END	384	32	12,288	A	R	95	N/A	N/A
LEAFYC	1010	LEAFY CT	PEPERTREE DR	END	211	40	8,448	A	R	62	SLURRY SEAL	7/8/2002
LEGEND	1010	LEGEND CT	S/O EAGLE VIEW	CUL DE SAC	501	32	17,717	A	R	85	N/A	N/A
LINDOC	1010	LINDO CT	EL TORO CT	END	475	40	19,008	A	R	25	N/A	N/A
LINDOL	1010	LINDO LN	DEL MONTE ST	EL TORO CT	739	40	29,568	A	R	40	N/A	N/A
LIVEOA	1010	LIVE OAK CT	JACKSON OAKS DR	END	315	24	7,560	A	R	61	SLURRY SEAL	7/8/2002

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LLAGCR	1010	LLAGAS CREEK DR	NW DEAD END	LLAGAS RD	813	36	29,268	A	R	83	SLURRY SEAL	7/15/2007
LLAGCR	1020	LLAGAS CREEK DR	LLAGAS RD	SE DEAD END	638	36	22,968	A	R	79	N/A	N/A
LLAGCR	1030	LLAGAS CREEK DR	STONE CREEK WY	END	1,065	34	36,210	A	R	84	N/A	N/A
LLAGCT	1010	LLAGAS CT	LLAGAS RD	CUL-DE-SAC	159	33	5,247	A	R	81	N/A	N/A
LLAGAS	1010	LLAGAS RD	COUNTY MARKER	WOODLAND AV	581	22	12,778	A	C	54	CHIP SEAL	12/11/2008
LLAGAS	1020	LLAGAS RD	WOODLAND AV	COUNTY MARKER	1,003	22	22,070	A	C	60	CHIP SEAL	12/11/2008
LLAGAS	1030	LLAGAS RD	COUNTY MARKER	GLEN AYRE DR	845	22	18,586	A	C	42	CHIP SEAL	12/11/2008
LLAGAS	1040	LLAGAS RD	GLEN AYRE DR	CASTLE HILL DR	2,270	22	49,949	A	C	52	CHIP SEAL	12/11/2008
LLAGAS	1050	LLAGAS RD	CASTLE HILL DR	CASTLE RIDGE DR	2,006	28	56,168	A	C	79	CHIP SEAL	12/11/2008
LLAGAS	1060	LLAGAS RD	CASTLE RIDGE DR	DEANA CT	1,380	28	38,640	A	C	76	CHIP SEAL	12/11/2008
LLAGAS	1070	LLAGAS RD	DEANA CT	TERESA LN	500	22	11,000	A	C	82	CHIP SEAL	12/11/2008
LLAGAS	1080	LLAGAS RD	TERESA LN	LLAGAS CT	1,950	22	42,900	O	C	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
LLAGAS	1090	LLAGAS RD	LLAGAS CT	CHRISTEPH DR	950	45	42,750	O	C	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
LLAGAS	1100	LLAGAS RD	CHRISTEPH DR	MURPHY SPRINGS	951	46	38,861	O	C	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
LLAGAS	1110A	LLAGAS RD	MURPHY SPRINGS	HALE AV	396	52	20,592	O	C	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
LLAGAS	1110B	LLAGAS RD	HALE AV	DEL MONTE AV	555	52	28,860	A	C	58	SLURRY SEAL	7/15/2007
LLAGAS	1120	LLAGAS RD	DEL MONTE AV	OLD MONTEREY RD	845	68	57,460	A	C	60	SLURRY SEAL	7/15/2007
LLAGVI	1010	LLAGAS VISTA DR	LLAGAS CREEK RD	CUL-DE-SAC	947	37	35,039	A	R	80	SLURRY SEAL	7/15/2007
LONEHI	1010	LONE HILL DR	SPRING AV	END	951	40	38,016	A	R	72	SLURRY SEAL	9/1/2000
LONGVI	1010	LONGVIEW DR	PEAK AV	CREST AV	686	30	20,592	O	R	78	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
LONGVI	1020	LONGVIEW DR	CREST AV	HALE AV	634	30	19,008	O	R	80	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
LORILN	1010	LORI LN	PARK VIEW DR	END	227	25	5,675	A	R	82	N/A	N/A
LOSPADR	1010	LOS PADRES PL	AVENIDA DE LOS PADRES	END	422	32	13,504	A	R	95	N/A	N/A
LOTUSW	1010	LOTUS WY	DIANA AVE	DAKOTA DR	480	28	13,440	A	R	84	N/A	N/A
MADRON	1010	MADRONE PKWY	MONTEREY ST	BUTTERFIELD BLVD	1,640	45	73,800	A	C	88	SLURRY SEAL - TYPE II	10/30/2014
MADRON	1020	MADRONE PKWY	BUTTERFIELD BLVD	NE CORNER OF MA	2,166	45	97,470	A	C	88	SLURRY SEAL - TYPE II	10/30/2014
MADRON	1030	MADRONE PKWY	NE CORNER OF MA	COCHRANE RD	1,517	45	68,265	A	C	88	SLURRY SEAL - TYPE II	10/30/2014
MAGNOL	1020	MAGNOLA CT	SADDLEBACK DR	CUL DE SAC	291	33	9,603	A	R	85	N/A	N/A

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MAGNOL	1010	MAGNOLIA WY	E. DUNNE AVE	SADDEBACK DR	795	33	26,235	A	R	79	N/A	N/A
MASPHY	1010	MAIDEN SPRING WY	SHADOW BROOK	CARRIAGE	315	34	10,710	A	R	85	N/A	N/A
MAJORA	1010	MAJORCA DR	MALAGA DR	MARBELLA CT	792	40	31,680	A	R	88	SLURRY SEAL	10/15/2011
MALAGC	1010	MALAGA CT	MALAGA DR	END	158	40	6,336	A	R	88	SLURRY SEAL	10/15/2011
MALAGA	1010	MALAGA DR	SEVILLE DR	EAST DUNNE AV	687	40	27,456	A	R	87	SLURRY SEAL	10/15/2011
MALBED	1010	MALBEC DR	105 FT S/O DOMAINE	CUL DE SAC S. OF	475	33	15,675	A	R	83	N/A	N/A
MALBED	1020	MALBEC DR	105 FT S/O DOMAINE	S/O DOMAINE	105	32	3,360	A	R	85	N/A	N/A
MALLGU	1005	MALLGUERRA AV	N/O COCHRANE	375 FT N/O COCHRANE	375	24	9,000	O	R	80	SLURRY SEAL	11/1/2011
MALLGU	1015	MALLGUERRA AV	375 FT N/O COCHRANE	N/O SILVERWINGS	825	32	26,400	O	R	83	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
MALLGU	1025	MALLGUERRA AV	N/O SILVERWINGS	MORNING STAR DR	390	32	12,480	O	R	82	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
MANORC	1010	MANOR CT	DEL MONTE AV	END	581	40	23,232	A	R	71	N/A	N/A
MAPLEA	1010	MAPLE AV	FOOTHILL AV	CITY LIMITS	2,112	22	46,464	A	R	24	N/A	N/A
MARBEL	1010	MARBELLA CT	SEVILLE DR	END	581	40	23,232	A	R	87	SLURRY SEAL	10/15/2011
MARCIA	1010	MARCIA DR	DEWITT AV	PEAK AV	687	40	27,456	A	R	70	N/A	N/A
MARKRO	1010	MARKROSS CT	DIANA AV	END	581	40	23,232	A	R	43	N/A	N/A
MASTST	1010	MAST ST	CHURCH ST	END	898	36	32,314	A	R	43	N/A	N/A
MATHIL	1010	MATHILDA CT	DEL MONTE AV	END	475	40	19,008	A	R	43	N/A	N/A
MCKELV	1010	MCKELVEY LN	LA CROSSE DR	END	106	40	4,224	A	R	80	SLURRY SEAL	9/1/2000
MCLAUG	1010	MCLAUGHLIN AV	E CENTRAL	E MAIN	944	30	28,320	A	R	95	N/A	N/A
MCLAUC	1010	MCLAUGHLIN CT	E CENTRAL AVE	END	468	30	14,040	A	R	95	N/A	N/A
MEADOW	1010	MEADOW CT	END	JASMINE WY	106	40	4,224	A	R	59	SLURRY SEAL	7/8/2002
MERCED	1010	MERCEDES DR	LANCIA DR	ASTON CT	306	37	11,322	A	R	95	N/A	N/A
MERLOT	1010	MERLOT DR	HILL RD	MALBEC DR	364	33	12,012	A	R	81	N/A	N/A
MICHCT	1010	MICHELLE CT	JUSTINO DR	END	176	32	5,632	A	R	95	N/A	N/A
MIRABE	1010	MIRA BELLA CIR	TRAIL DR	END AT TRAIL DR	2,545	37	94,165	A	R	84	N/A	N/A
MIRAPL	1010	MIRA BELLA PL	MIRA BELLA CIRCLE	CUL-DE-SAC	142	37	5,254	A	R	80	N/A	N/A
MIRAFI	1010	MIRA FLORES CT	MIRA BELLA CIRCLE	CUL-DE-SAC	171	37	6,327	A	R	82	N/A	N/A
MIRALA	1010	MIRA LAGOS DR	MIRA BELLA CIRCLE	END	129	37	4,773	A	R	84	N/A	N/A
MISSIO	1010	MISSION AVENIDA	MISSION VIEW DR	ALCALA CT	428	37	15,836	A	R	85	N/A	N/A
MISSIO	1020	MISSION AVENIDA	ALCALA CT	PEET RD	1,342	37	49,654	A	R	95	N/A	N/A
MISSIO	1030	MISSION AVENIDA	PEET RD	ESPANA WY	1,310	37	48,470	A	R	95	N/A	N/A

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MISSVW	1010	MISSION VIEW DR	COCHRANE RD	AVENIDA DE LOS PALMS	1,360	49	66,640	O	R	95	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
MISSVW	1020	MISSION VIEW DR	AVENIDA DE LOS PALMS	HALF RD	1,900	28	53,200	O	R	95	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
MIWOKC	1010	MIWOK CT	PEET RD	END	158	32	5,056	A	R	95	N/A	N/A
MIWOKP	1010	MIWOK PL	PEET RD	END	162	32	5,184	A	R	95	N/A	N/A
MONTER	1010	MONTEREY ST	EAST MIDDLE AV	WEST MIDDLE AV	1,478	75	110,850	O	A	42	2 IN AC OVERLAY	7/1/2003
MONTER	1020	MONTEREY ST	WEST MIDDLE AV	WATSONVILLE RD	3,010	75	225,750	O	A	52	2 IN AC OVERLAY	7/1/2003
MONTER	1030	MONTEREY ST	WATSONVILLE RD	VINEYARD BL	1,954	95	185,630	O	A	75	2 IN MILL AND OVERLAY	10/15/2011
MONTER	1040	MONTEREY ST	VINEYARD BL	TENNANT AV	950	76	72,200	O	A	62	2 IN AC OVERLAY	7/1/2003
MONTER	1060	MONTEREY ST	TENNANT AV	BARRETT AV	1,630	80	130,400	O	A	47	2 IN AC OVERLAY	7/1/2003
MONTER	1070	MONTEREY ST	BARRETT AV	COSMO AV	634	80	50,720	O	A	61	2 IN AC OVERLAY	7/1/2003
MONTER	1081	MONTEREY ST	COSMO AV	512 FT S/SAN PEDRO	544	80	43,520	A	A	77	N/A	N/A
MONTER	1082	MONTEREY ST	512 FT S/SAN PEDRO	SAN PEDRO AV	512	80	40,960	O	A	65	2 IN AC OVERLAY	7/1/2003
MONTER	1090	MONTEREY ST	SAN PEDRO AV	MYRTLE AV	1,214	91	110,474	O	A	48	2 IN AC OVERLAY	7/1/2003
MONTER	1101	MONTEREY ST	MYRTLE AV	DUNNE AV	448	64	28,672	O	A	49	2 IN AC OVERLAY	7/1/2003
MONTER	1102	MONTEREY ST	DUNNE AV	FIFTH ST	502	64	32,128	O	A	77	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
MONTER	1110	MONTEREY ST	FIFTH ST	SECOND ST	1,110	62	68,820	O	A	80	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
MONTER	1120	MONTEREY ST	SECOND ST	KEYSTONE AV	1,004	60	60,240	O	A	85	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
MONTER	1130	MONTEREY ST	KEYSTONE AV	CENTRAL AV	686	75	51,450	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
MONTER	1140	MONTEREY ST	CENTRAL AV	WRIGHT AV	1,003	88	88,264	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
MONTER	1150	MONTEREY ST	WRIGHT AV	OLD MONTEREY RD	1,742	76	132,392	O	A	85	AC OVERLAY W/FABRIC, 2.0 IN	11/1/2011
MONTER	1160	MONTEREY ST	OLD MONTEREY RD	COCHRANE RD	2,376	69	163,944	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	11/1/2011
MONTER	1170	MONTEREY ST	COCHRANE RD	COCHRANE CIR	950	84	79,800	A	A	49	SLURRY SEAL	7/8/2002
MONTER	1180	MONTEREY ST	COCHRANE CIR	PEEBLES AV	1,954	81	158,274	A	A	44	SLURRY SEAL	7/8/2002
MONTER	1190	MONTEREY ST	PEEBLES AV	BURNETT AV	1,478	84	124,152	A	A	55	SLURRY SEAL	7/8/2002
MONTER	1200	MONTEREY ST	BURNETT AV	CITY LIMITS	1,215	72	87,480	A	A	78	SLURRY SEAL	7/8/2002
MONTEC	1010	MONTECELLO WY	LA ROCCA DR	VIA CORFINIO	972	37	35,964	A	R	95	N/A	N/A
MONTOY	1010	MONTOYA CR	BEL AIR CT	EAST MAIN AV	1,373	40	54,912	A	R	84	N/A	N/A

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MORGAN	1020	MORGAN AV	END	MORGAN CT	687	40	27,456	A	R	69	N/A	N/A
MORGAN	1030	MORGAN AV	MORGAN CT	HILL RD	845	40	33,792	A	R	74	N/A	N/A
MORGAN	1010	MORGAN CT	END	MORGAN AV	264	40	10,560	A	R	74	N/A	N/A
MORNIN	1010	MORNING STAR DR	E/O PEET RD	W/O MALGUERRA A	1,431	32	47,477	A	R	85	N/A	N/A
MORNIN	1020	MORNING STAR DR	PEET RD	END	282	37	10,434	A	R	95	N/A	N/A
MUNROW	1010	MUNRO WY	WEST DUNNE AV	ALKIRE AV	475	40	19,008	A	R	56	N/A	N/A
MURPHA	1010	MURPHY AV	CITY LIMITS (SOUTH	EAST DUNNE AV	792	28	22,176	A	A	82	N/A	N/A
MURPHA	1015	MURPHY AV	EAST DUNNE AV	WIDTH CHG	340	78	26,520	A	A	77	N/A	N/A
MURPHA	1025	MURPHY AV	WIDTH CHG	CITY LIMITS (NORT	800	32	25,600	A	A	84	N/A	N/A
MURPHC	1010	MURPHY CT	END	HALE AV	106	40	4,224	A	R	74	SLURRY SEAL	7/15/2007
MURSPC	1010	MURPHY SPRINGS	VIA LOMA	END	739	40	29,568	A	R	74	SLURRY SEAL	7/15/2007
MURSPD	1010	MURPHY SPRINGS	LLAGAS RD	VIA LOMA	898	40	35,904	A	R	61	SLURRY SEAL	7/15/2007
MUSTARD	1010	MUSTARD AV	OLD MONTEREY RD	PAPRIKA DR	453	32	14,496	A	R	88	N/A	N/A
MYRTLE	1010	MYRTLE AV	MONTEREY ST	CHURCH ST	422	40	16,896	A	R	66	N/A	N/A
MYSTCT	1010	MYSTERY CREEK C	OAK GROVE DR	END	136	32	4,352	A	R	95	N/A	N/A
NATIVE	1000	NATIVE DANCER DR	E/O SECRATERIAT	W/O SANTA TERESA	279	32	8,928	A	R	88	SLURRY SEAL - TYPE II	10/30/2014
NATIVE	1010	NATIVE DANCER DR	SANTA TERESA BL	EXCALIBUR DR	686	50	34,300	A	C	80	N/A	N/A
NATIVE	1020	NATIVE DANCER DR	EXCALIBUR DR	BLACK PRINCE CT	1,003	40	40,128	A	C	76	SLURRY SEAL	9/1/2000
NATIVE	1030	NATIVE DANCER DR	BLACK PRINCE CT	WEST MIDDLE AV	1,056	40	42,240	A	C	60	SLURRY SEAL	9/1/2000
NOBLEC	1020	NOBLE CT	PEAK AV	END	634	36	22,824	A	R	65	N/A	N/A
NUTMEG	1010	NUTMEG DR	CINNAMON AV	MUSTARD AV	498	32	15,936	A	R	88	N/A	N/A
OAKCAN	1010	OAK CANYON DR	JACKSON OAKS DR	END	950	25	23,760	A	R	68	SLURRY SEAL	7/8/2002
OAKHIL	1010	OAK HILL CT	JACKSON OAKS DR	END	898	24	21,542	A	R	48	SLURRY SEAL	7/8/2002
OAKLEC	1010	OAK LEAF CT	END	OAK LEAF DR	739	24	17,741	A	R	51	N/A	N/A
OAKLED	1010	OAK LEAF DR	EAST DUNNE AV	PVT CHG 485' S/O L	1,151	24	27,624	A	R	41	6 IN REMOVE & REPLACE	8/1/1999
OAKLED	1020	OAK LEAF DR	PVT CHG 485' S/O L	VALLEY VIEW CT	1,699	24	40,776	A	R	83	N/A	N/A
OAKLED	1030	OAK LEAF DR	VALLEY VIEW CT	END	845	24	20,275	A	R	83	6 IN REMOVE & REPLACE	8/1/1999
OAKVIE	1010	OAK VIEW CR	JACKSON OAKS DR	CIRCLE LN	2,588	24	62,112	A	R	39	6 IN REMOVE & REPLACE	8/1/1999
OAKVIE	1020	OAK VIEW CR	CIRCLE LN	JACKSON OAKS DR	1,215	24	29,160	A	R	40	6 IN REMOVE & REPLACE	8/1/1999
OAKVIC	1010	OAK VIEW CT	END	OAK VIEW CR	370	24	8,870	A	R	65	N/A	N/A
OAKGRC	1010	OAKGROVE CT	END	OAKGROVE DR	528	40	21,120	A	R	83	N/A	N/A
OAKGRD	1010	OAKGROVE DR	WRIGHT AV	OAKGROVE CT	528	33	17,424	A	R	100	N/A	N/A

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OAKRCT	1020	OAKRIDGE CT	JACKSON OAKS DR	END	792	24	19,008	A	R	54	SLURRY SEAL	7/8/2002
OAKRID	1010	OAKRIDGE RD	JACKSON OAKS DR	JACKSON OAKS DR	1,003	24	24,077	O	R	62	THIN AC OVERLAY(1.5 INCHES)	9/10/2001
OAKWOO	1010	OAKWOOD CT	END	JACKSON OAKS DR	2,693	24	64,627	A	R	49	SLURRY SEAL	7/8/2002
OLDMON	1010	OLD MONTEREY RD	MONTEREY ST	LLAGAS RD	1,109	28	31,052	O	R	80	2 IN AC OVERLAY	8/15/2009
OLDMON	1020	OLD MONTEREY RD	LLAGAS RD	BERKSHIRE DR	581	44	25,564	A	R	66	SLURRY SEAL	7/15/2007
OLDMON	1030	OLD MONTEREY RD	BERKSHIRE DR	SANCHEZ DR	739	44	32,516	A	R	52	SLURRY SEAL	7/15/2007
OLDMON	1040	OLD MONTEREY RD	SANCHEZ DR	PALOMA DR	375	20	7,500	S	R	100	N/A	N/A
OLDMON	1045	OLD MONTEREY RD	PALOMA DR	END	469	20	9,380	S	R	100	N/A	N/A
OEDMUN	1000	OLD W EDMUNDSON	DEAD END	MONTEREY RD	205	72	14,760	A	R	50	N/A	N/A
OLIVEA	1010	OLIVE AV	WATSONVILLE RD	BONNER CT	1,795	19	34,105	A	C	59	N/A	N/A
OLIVEA	1020	OLIVE AV	CITY LIMITS	END	1,003	21	21,067	A	R	73	N/A	N/A
OLYMPI	1010	OLYMPIC DR	EDMUNDSON AVE	DENALI DR	1,398	48	67,104	A	C	79	N/A	N/A
ORCHAR	1010	ORCHARD CT	JASMINE WY	END	106	40	4,224	A	R	75	SLURRY SEAL	7/8/2002
OREGCT	1010	OREGANO CT	BASIL AVE	END	292	32	9,344	A	R	95	N/A	N/A
PADUA	1010	PADUA CT	MISSION AVE	CUL DE SAC	298	33	9,834	A	R	85	N/A	N/A
PAINTFC	1010	PAINTED FEATHER	PEET RD	END	352	37	13,024	A	R	95	N/A	N/A
PAINTFD	1010	PAINTED FEATHER	PEET RD	END	278	36	10,008	A	R	95	N/A	N/A
PALOMA	1010	PALOMA CT	OLD MONTEREY RD	END	438	20	8,760	A	R	81	N/A	N/A
PALOMI	1010	PALOMINO CT	SADLEBACK DR	END	211	36	7,596	A	R	47	CRACK SEAL & CAPE SEAL	8/1/1999
PAPRIK	1010	PAPRIKA DR	PEPPERMINT AV	MUSTARD AV	884	32	28,288	A	R	88	N/A	N/A
PARKWY	1010	PARK WY	CENTRAL AV	END	317	40	12,672	A	R	24	N/A	N/A
PARSL	1010	PARSLEY DR	GARLIC AVE	PEPPERMINT AVE	484	32	15,488	A	R	88	N/A	N/A
PASILLA	1010	PASILLA CT	PARSLEY DR	END	484	32	15,488	A	R	88	N/A	N/A
PEAKAV	1010	PEAK AV	WEST DUNNE AV	ALKIRE AV	898	46	41,290	A	C	59	N/A	N/A
PEAKAV	1020	PEAK AV	CLAREMONT DR	W. MAIN	360	42	15,120	A	C	40	MICROSURFACING	9/15/2006
PEAKAV	1030	PEAK AV	CLAREMONT DR	MARCIA DR	950	46	43,718	A	C	46	MICROSURFACING	9/15/2006
PEAKAV	1040	PEAK AV	MARCIA DR	WRIGHT AV	739	46	34,003	A	C	31	MICROSURFACING	9/15/2006
PEAKAV	1050	PEAK AV	W. MAIN	ALKIRE AV	671	42	28,182	A	C	61	N/A	N/A
PEARDR	1010	PEAR DR	W/O HILL RD	CUL DE SAC	1,139	32	37,977	A	R	83	N/A	N/A
PEEBLE	1010	PEEBLES AV	MONTEREY ST	PVMT CHANGE	850	36	30,600	A	R	82	N/A	N/A
PEETRD	1010	PEET RD	N/O COCHRANE RD	N/O MORNING STAR	1,420	36	51,120	A	R	81	N/A	N/A
PEETRD	1020	PEET RD	N/O MORNING STAR	S/O EAGLE VIEW	1,035	36	37,260	A	R	85	N/A	N/A

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PEPPER	1010	PEPPERMINT AV	OLD MONTEREY	END	646	32	20,672	A	R	88	N/A	N/A
PEPTRC	1010	PEPERTREE CT	PEPERTREE DR	END	211	40	8,448	A	R	64	SLURRY SEAL	7/8/2002
PEPTRD	1010	PEPERTREE DR	SEVILLE DR	EAST DUNNE AV	793	40	32,736	O	R	95	SLURRY SEALS	10/15/2011
PEPTRD	1020	PEPERTREE DR	EAST DUNNE AV	JASMINE WY	845	46	38,870	A	R	57	SLURRY SEAL	7/8/2002
PIAZZA	1010	PIAZZA WY	S/O W. EDMONSON	CUL DE SAC	439	28	12,292	A	R	95	N/A	N/A
PIEDMO	1010	PIEDMONT CT	WEST DUNNE AV	END	370	40	14,784	A	R	82	N/A	N/A
PINEWY	1010	PINE WY	EAST DUNNE AV	ASPEN WY	1,100	40	44,000	A	R	68	SLURRY SEAL	7/8/2002
PINEAUC	1010	PINEAU CT	BRADFORD WY	END	174	30	5,220	A	R	95	N/A	N/A
PINTOC	1010	PINTO CT	END (WEST)	END (EAST)	475	36	17,107	A	R	33	CRACK SEAL & CAPE SEAL	8/1/1999
PONDER	1010	PONDEROSA CT	FOUNTAIN OAKS DR	END	317	32	10,138	A	R	62	CRACK SEAL & CAPE SEAL	8/1/1999
PRANCE	1010	PRANCER CT	EXCALIBUR DR	CUL-DE-SAC	210	37	7,770	A	R	90	SLURRY SEAL - TYPE II	10/30/2014
PRATOL	1010	PRATOLA CT	WATSONVILLE RD	END	528	40	21,120	A	R	54	CAPE SEAL	9/1/2000
PRESEC	1010	PRESERVATION CT	END	PRESERVATION WY	211	32	6,758	A	R	81	SLURRY SEAL	7/15/2007
PRESER	1010	PRESERVATION WY	DEL MONTE AV	END	686	32	21,965	A	R	83	SLURRY SEAL	7/15/2007
PRICEC	1010	PRICE CT	JOHN TELFER DR	END	135	40	6,589	A	R	61	N/A	N/A
PRICED	1010	PRICE DR	JOHN TELFER DR	125 FT E/O JOHN TELFER	125	40	5,000	A	R	48	N/A	N/A
PRICED	1020	PRICE DR	125 E/O JOHN TELFER	DEWITT AVE	774	37	28,638	A	R	95	N/A	N/A
PURISSW	1010	PURISSIMA WAY	COCHRANE RD	ESPANA CT	702	32	22,464	A	R	95	N/A	N/A
RAILRO	1010	RAILROAD AV	CITY LIMITS	FISHER AV	845	24	20,275	A	R	95	N/A	N/A
RAILRO	1020	RAILROAD AV	FISHER AV	TENNANT AV	1,690	24	40,550	A	R	89	CHIP SEAL	7/15/2007
RAILRO	1030	RAILROAD AV	TENNANT AV	BARRETT AV	1,690	24	40,550	A	R	45	N/A	N/A
RAILRO	1040	RAILROAD AV	BARRETT AV	SAN PEDRO AV	1,690	38	64,220	A	R	61	N/A	N/A
RALPHL	1010	RALPH LEE CT	END	RINGEL DR	106	69	7,286	A	R	85	SLURRY SEAL	10/15/2011
RANGER	1010	RANGER CT	FOUNTAIN OAKS DR	END	370	40	14,784	A	R	60	CRACK SEAL & CAPE SEAL	8/1/1999
RANSC	1010	RANSEN CT	BENDER CIR	END	198	30	5,940	A	R	95	N/A	N/A
RAVENS	1010	RAVENSWOOD CT	N/O MORNING STAR	CUL DE SAC	446	32	15,957	A	R	85	N/A	N/A
REDTAC	1010	RED TAIL CT	PEET RD	END	162	32	5,184	A	R	95	N/A	N/A
REDTAL	1010	RED TAIL PL	PEET RD	CUL-DE-SAC	130	34	6,041	A	R	85	N/A	N/A
REMG	1010	REMGINGTON CT	SORRELL DR	CUL-DE-SAC	241	33	7,953	A	R	82	N/A	N/A
RIDGEV	1010	RIDGEVIEW CT	END	JACKSON OAKS DR	634	24	15,206	A	R	54	SLURRY SEAL	7/8/2002
RIMACT	1010	RIL MARIANNA CT	LLAGAS CREEK RD	CUL-DE-SAC	600	34	20,400	A	R	84	N/A	N/A
RINGEC	1010	RINGEL CT	RINGEL DR	END	158	40	6,336	A	R	85	SLURRY SEAL	10/15/2011

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RINGEL	1010	RINGEL DR	END	JUSTINO DR	897	40	35,904	A	R	85	SLURRY SEAL	10/15/2011
RINGEL	1020	RINGEL DR	JUSTINO DR	DIANA AV	528	40	21,120	A	R	85	SLURRY SEAL	10/15/2011
RIOGRA	1010	RIO GRANDE CT	CALLE HERMOSA	CUL-DE-SAC	235	33	7,755	A	R	85	N/A	N/A
RIOORO	1010	RIO ORO CT	CALLE HERMOSA	CUL-DE-SAC	160	33	5,280	A	R	85	N/A	N/A
ROBLED	1010A	ROBLE DR	CUL-DE-SAC	ALAMEDA DR	1,148	40	45,920	A	R	30	CAPE SEAL	9/1/2000
ROBLED	1010B	ROBLE DR	ALAMEDA DR	ENCINO DR	225	40	9,000	O	R	76	AC OVERLAY, 1.5 IN	9/1/2000
ROCKYR	1010	ROCKY RIDGE RD	GREENWOOD AV	END	845	24	20,275	A	R	53	N/A	N/A
ROLLIN	1010	ROLLING HILLS DR	END	GREENWOOD AV	1,214	25	30,360	A	R	23	N/A	N/A
ROLLIN	1020	ROLLING HILLS DR	GREENWOOD AV	WOODLAND AV	1,426	24	34,214	A	R	43	N/A	N/A
ROMALC	1010	ROMAL CT	END	FOUNTAIN OAKS DR	106	41	4,330	A	R	63	CRACK SEAL & CAPE SEAL	8/1/1999
ROSELN	1010	ROSE LN	END	PEEBLES AV	317	22	6,974	S	R	22	N/A	N/A
ROSELN	1020	ROSE LN	S/O ANGELICA WAY	END	128	36	4,608	A	R	73	N/A	N/A
ROSEMA	1015	ROSEMARY CIRCLE	DIANA AV	ST. ANTHONY DR	1,005	37	37,185	A	R	84	N/A	N/A
ROSEMA	1020	ROSEMARY CIRCLE	ST. ANTHONY DR	ST. JOSEPH DR	450	37	16,650	A	R	85	N/A	N/A
ROSEMA	1030	ROSEMARY CIRCLE	ST. JOSEPH DR	ROSEMARY CIR	340	37	12,580	A	R	85	N/A	N/A
RUSTLI	1010	RUSTLING OAK CT	EAST DUNNE AV	END	898	24	21,542	A	R	22	6 IN REMOVE & REPLACE	8/1/1999
SABINC	1010	SABINI CT	END	ALMOND ORCHARD	1,011	24	24,264	A	R	24	N/A	N/A
SABINC	1015	SABINI CT	ALMOND ORCHARD	385 S/O TERESA LN	460	16	7,360	A	R	18	N/A	N/A
SABINC	1025	SABINI CT	385 S/O TERESA LN	TERESA LN	385	16	6,160	A	R	77	CHIP SEAL	8/15/2009
SADDLE	1010	SADDLEBACK DR	EAST DUNNE AV	NORTH END	365	36	13,140	A	C	77	N/A	N/A
SADDLE	1020	SADDLEBACK DR	FOUNTAIN OAKS RD	EAST DUNNE	1,336	36	48,096	O	C	75	AC OVERLAY W/FABRIC, 2.0 IN	8/1/1999
SADDLH	1010	SADDLEHORN WY	CIMARRON DR	END	264	40	10,560	A	R	65	CRACK SEAL & CAPE SEAL	8/1/1999
SAFFDR	1010	SAFFRON DRIVE	CURRY AVE	325 FT N/CURRY AV	316	34	10,744	A	R	83	N/A	N/A
SAFFDR	1020	SAFFRON DRIVE	CURRY AVE	TARRAGON AVE	696	34	23,664	A	R	85	N/A	N/A
SAFFDR	1030	SAFFRON DRIVE	325 FT N/O CURRY	CUL-DE-SAC	1,066	34	38,109	A	R	88	N/A	N/A
SAGEAV	1010	SAGE AV	CURRY AV	CUL-DE-SAC	710	34	24,140	A	R	81	N/A	N/A
SANANT	1010	SAN ANTONIO DR	N/O AVENIDA DE LOS	S/O SAN ANTONIO	436	32	13,952	A	R	83	N/A	N/A
SANANT	1020	SAN ANTONIO DR	S/O SAN ANTONIO	S/O SANTA INES	248	32	7,936	A	R	85	N/A	N/A
SANANW	1010	SAN ANTONIO WY	E/O CAPISTRANO	W/O SAN ANTONIO	285	32	9,120	A	R	85	N/A	N/A
SANBEN	1010	SAN BENITO PL	S/O SAN PEDRO	CUL DE SAC	731	32	25,239	A	R	83	N/A	N/A
SANCARL	1010	SAN CARLOS PL	AVENIDA DE LOS PA	END	514	32	16,448	A	R	95	N/A	N/A
SANCARL	1010	SAN CARLOS WY	AVENIDA DE LOS PA	END	726	32	23,232	A	R	95	N/A	N/A

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SANCRI	1010	SAN CRISTOVAL CT	SAN RAMON DR	CUL-DE-SAC	240	33	7,920	A	R	85	N/A	N/A
SANDOMI	1010	SAN DOMINGO DR	SAN RAMON DR	END	814	37	30,118	A	R	88	N/A	N/A
SANGAA	1010	SAN GABRIEL AVE	E/O SAN BENITO PL	E/O SAN GABRIEL CT	258	32	8,256	A	R	83	N/A	N/A
SANGAA	1020	SAN GABRIEL AVE	E/O SAN GABRIEL CT	END	1,346	37	49,802	A	R	88	N/A	N/A
SANGAC	1010	SAN GABRIEL CT	S/O SAN GABRIEL AVE	CUL DE SAC	534	29	18,094	A	R	90	N/A	N/A
SANJOSC	1010	SAN JOSE CT	SAN JUAN DR	END	272	32	8,704	A	R	88	N/A	N/A
SANJOSD	1010	SAN JOSE DR	SAN PEDRO AVE	SAN JUAN DR	556	32	17,792	A	R	88	N/A	N/A
SANJUA	1010	SAN JUAN DR	PAVE CHNG (W/O C	115' W/ CORRY DR	550	32	17,600	A	R	83	N/A	N/A
SANLUI	1010	SAN LUIS WY	E/O CORY DR (S)	E/O CORY DR (N)	1,039	32	33,248	A	R	82	N/A	N/A
SANLUI	1020	SAN LUIS WY	E/O CORY DR	W/O SAN LUIS WAY	224	32	7,168	A	R	80	N/A	N/A
SANMAR	1010	SAN MARCOS CT	SAN RAMON DR	CUL-DE-SAC	185	33	6,105	A	R	85	N/A	N/A
SANMARI	1010	SAN MARINO CT	SAN GABRIEL CT	END	208	32	6,656	A	R	88	N/A	N/A
SANMIG	1010	SAN MIGUEL DR	SAN GABRIEL AVE	SAN DOMINGO DR	206	37	7,622	A	R	88	N/A	N/A
SANPAB	1010	SAN PABLO CT	W/O SAN BENITO PL	CUL DE SAC	310	32	11,449	A	R	85	N/A	N/A
SANPED	1010	SAN PEDRO AV	MONTEREY ST	CHURCH ST	422	32	13,517	A	C	25	N/A	N/A
SANPED	1020	SAN PEDRO AV	CHURCH ST	RAILROAD AV	898	40	35,904	O	C	78	AC OVERLAY, 1.5 IN	9/1/2000
SANPED	1030A	SAN PEDRO AV	RAILROAD AV	BUTTERFIELD AV	500	40	20,000	A	C	71	N/A	N/A
SANPED	1030B	SAN PEDRO AV	BUTTERFIELD AV	CORY LN	556	40	22,240	A	C	77	N/A	N/A
SANPED	1040	SAN PEDRO AV	CORY LN	SAN BENITO DR	581	40	23,232	A	C	81	N/A	N/A
SANPED	1050	SAN PEDRO AV	SAN BENITO DR	SAN RAMON DR	898	40	35,904	A	C	79	N/A	N/A
SANPED	1060	SAN PEDRO AV	SAN RAMON DR	NINA LN	887	36	31,932	A	C	45	N/A	N/A
SANPED	1070	SAN PEDRO AV	NINA LN	END	327	24	7,848	A	C	68	N/A	N/A
SANPED	1080	SAN PEDRO AV	CONDIT RD	500 FT/CONDIT RD	500	34	17,000	A	C	80	N/A	N/A
SANRAF	1010	SAN RAFAEL ST	COCHRANE RD	ALICANTE DR	262	37	9,694	A	R	95	N/A	N/A
SANRCT	1010	SAN RAMON CT	SAN RAMON DR	CUL-DE-SAC	380	33	12,540	A	R	85	N/A	N/A
SANRAM	1010	SAN RAMON DR	SAN PEDRO AVE	SAN MARCUS CT	528	40	21,120	A	R	54	N/A	N/A
SANRAM	1020	SAN RAMON DR	SAN RAMON CT	BARRETT AVE	230	33	7,590	A	R	79	N/A	N/A
SANRAM	1030	SAN RAMON DR	BARRETT AVE	ST TIMOTHY PL	245	37	9,065	A	R	85	N/A	N/A
SANRAM	1040	SAN RAMON DR	SAN MARCUS CT	SAN RAMON CT	799	37	29,563	A	R	85	N/A	N/A
SANSEB	1010	SAN SEBASTIAN PL	VIA DEL CASTILLE	END	106	24	2,534	A	R	46	CAPE SEAL	9/1/2000
SANSIM	1010	SAN SIMEON DR	E. DUNNE AVE	CORY DR	1,051	36	37,836	A	R	95	N/A	N/A
SAVICT	1010	SAN VICENTE COURT	JUAN HERNANDEZ	CUL-DE-SAC	205	34	6,970	A	R	83	N/A	N/A
SANVIC	1010	SAN VICENTE DR	SAN GABRIEL AVE	JUAN HERNANDEZ	583	32	18,656	A	R	88	N/A	N/A
SANVIN	1010	SAN VICENTE DR	JUAN HERNANDEZ	SAN RAMON DR	358	37	13,246	A	R	84	N/A	N/A

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SANCHE	1010	SANCHEZ DR	DEL MONTE AV	OLD MONTEREY RD	845	40	33,792	A	R	74	SLURRY SEAL	7/15/2007
SANDAL	1010	SANDALWOOD WY	END	KATYBETH WY	573	40	22,920	A	R	85	N/A	N/A
SANTAI	1010	SANTA INES WY	ALCALA CT	W/O SERRA AVENUE	799	36	28,764	A	R	85	N/A	N/A
SANTIA	1010	SANTIAGO PL	VIA DEL CASTILLE	END	53	75	3,975	A	R	56	CAPE SEAL	9/1/2000
SAVANN	1010	SAVANNAH CT	N/O MORNING STAR	CUL DE SAC	437	32	15,151	A	R	85	N/A	N/A
SCOTTD	1010	SCOTT DR	GLEN AYRE DR	CASTLE HILL DR	370	23	8,501	A	R	55	SLURRY SEAL	8/15/2009
SCOTTS	1010	SCOTTS BLUFF PL	DENALI DR	CUL-DE-SAC	398	33	13,134	A	R	85	N/A	N/A
SECOND	1005	SECOND ST	DEL MONTE AV	W/O MONTEREY RD	535	40	21,400	A	R	69	N/A	N/A
SECOND	1015	SECOND ST	W/O MONTEREY	DEPOT ST	610	40	24,400	A	R	100	N/A	N/A
SECRET	1010	SECRETARIAT CT	N/O NATIVE DANCER	CUL DE SAC	457	32	16,078	A	R	88	SLURRY SEAL - TYPE II	10/30/2014
SECRWY	1010	SECRETARIAT WY	NATIVE DANCER DR	END	632	32	20,224	A	R	95	N/A	N/A
SERECT	1010	SERENE CT	SERENE DR	END	298	37	11,026	A	R	95	N/A	N/A
SERENE	1010	SERENE DR	WALNUT GROVE DR	DIANA AV	792	48	38,016	A	C	77	N/A	N/A
SERENE	1020	SERENE DR	DIANA AV	ENGLISH WALNUT	1,153	48	55,344	A	C	84	SLURRY SEAL	12/11/2008
SERENE	1030	SERENE DR	ENGLISH WALNUT	EAST MAIN AV	1,005	41	41,205	A	C	83	SLURRY SEAL	12/11/2008
SERENE	1040	SERENE DR	EAST MAIN AV	CORNICHE DR	655	30	19,650	A	C	82	N/A	N/A
SERENE	1050	SERENE DR	CORNICHE DR	CENTRAL AV	348	28	9,744	A	C	84	N/A	N/A
SERENE	1110	SERENE DR	JARVIS DR	SUTTER BL	950	58	55,123	A	C	80	N/A	N/A
SERENE	1120	SERENE DR	JARVIS DR	DEAD END	765	56	42,840	A	C	85	N/A	N/A
SERPIN	1010	SERPENTINE CT	CHRISTEPH	CUL-DE-SAC	441	33	14,553	A	R	81	SLURRY SEAL	7/15/2007
SERAVE	1010	SERRA AVENIDA	N/O AVENIDA DE LOS	S/O SANTA INES	594	36	21,384	A	R	78	N/A	N/A
SERAVE	1030	SERRA AVENIDA	161' N/SANTA INES	MISSION AVENIDA	1,408	37	52,096	A	R	95	N/A	N/A
SERRAA	1020	SERRA AVENIDA	S/O SANTA INES	161' N/ SANTA INES	161	36	5,796	A	R	85	N/A	N/A
SERRACT	1010	SERRA CT	SERRA AVENIDA	END	338	32	10,816	A	R	95	N/A	N/A
SERRAPL	1010	SERRA PLACE	AVENIDA DE LOS PASOS	END	508	32	16,256	A	R	95	N/A	N/A
SEVILL	1010	SEVILLE DR	MALAGA DR	END	898	40	35,904	A	R	90	SLURRY SEAL	11/1/2011
SHADOW	1010	SHADOWBROOK WY	LLAGAS RD	END	792	40	31,680	A	R	61	SLURRY SEAL	7/15/2007
SHADOW	1020	SHADOWBROOK WY	LLAGAS RD	LLAGAS CREEK DR	996	34	33,864	A	R	85	N/A	N/A
SHADLN	1010	SHADOWLANE CT	END	EASY ST	528	40	21,120	A	R	60	SLURRY SEAL	7/1/2005
SHADYH	1010	SHADYHOLLOW DR	END	GLEN AYRE DR	686	18	12,355	A	R	60	CHIP SEAL	8/15/2009
SHAFAER	1010	SHAFAER AV	HILL RD	CONTE WY	1,205	32	38,560	A	R	87	N/A	N/A
SIERRA	1025	SIERRA CT	LLAGAS RD	T AT N END	230	33	7,590	A	R	82	SLURRY SEAL	9/1/2000
SIERRA	1028	SIERRA CT	W END	E END	351	33	11,583	A	R	85	SLURRY SEAL	9/1/2000
SIMOCT	1010	SIERRA MORENA CT	VIA DEL CASTILLE	END	158	40	6,336	A	R	55	CAPE SEAL	9/1/2000

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SILVER	1010	SILVER CLOUD CT	END	OLIVE AV	317	40	12,672	A	R	66	N/A	N/A
SILVER	1010	SILVERWINGS CT	MALAGUERRA AVE	END	806	30	24,180	A	R	95	N/A	N/A
SKIPAW	1010	SKIP AWAY CT	WHITE CLOUD DR	CUL-DE-SAC	388	33	12,804	A	R	90	SLURRY SEAL - TYPE II	10/30/2014
SOLANO	1010	SOLANO CT	DE LOS PADRES	CUL DE SAC	466	33	15,378	A	R	85	N/A	N/A
SOLANPL	1010	SOLANO PL	AVENIDA DE LOS PADRES	END	586	32	18,752	A	R	95	N/A	N/A
SORRDR	1040	SORREL DR	BARRETT AVE	END	711	37	26,307	A	R	82	N/A	N/A
SORREL	1010	SORRELL WY	END (S)	CIMARRON DR	845	40	33,792	A	R	67	CRACK SEAL & CAPE SEAL	8/1/1999
SORRWY	1020	SORRELL WY	CIMARRON DR	EAST DUNNE AV	950	40	38,016	A	R	83	CRACK SEAL & CAPE SEAL	8/1/1999
SORRWY	1030	SORRELL WY	E. DUNNE AVE	NORTH DEAD END	177	37	6,549	A	R	81	N/A	N/A
SPARDR	1020	SPARHAWK DR	LLAGAS CREEK DR	DEAD END	545	37	20,165	A	R	79	N/A	N/A
SPARHA	1010	SPARHAWK WY	SPARHAWK DR	CUL-DE-SAC	261	33	8,613	A	R	77	N/A	N/A
SPRING	1010	SPRING AV	DEWITT AV	WILD OAK WY	950	30	28,500	A	C	74	SLURRY SEAL	7/15/2007
SPRING	1020	SPRING AV	WILD OAK WY	WILLOW CREEK DR	634	29	18,386	A	C	83	SLURRY SEAL	7/15/2007
SPRING	1030	SPRING AV	WILLOW CREEK DR	LONE HILL DR	686	28	19,208	A	C	79	SLURRY SEAL	7/15/2007
SPRING	1040	SPRING AV	LONE HILL DR	DEL MONTE AV	1,056	36	38,016	A	C	61	SLURRY SEAL	7/15/2007
SPRING	1070	SPRING AV	DEL MONTE AV	MONTEREY ST	950	40	38,016	A	C	62	SLURRY SEAL	7/15/2007
SPRINC	1010	SPRING HILL CT	END	END	422	40	16,896	A	R	69	SLURRY SEAL	9/1/2000
SPRINH	1010	SPRING HILL DR	END	WILD OAK CT	898	40	35,904	A	R	63	SLURRY SEAL	9/1/2000
SPRINH	1020	SPRING HILL DR	WILD OAK CT	SPRING HILL CT	898	40	35,904	A	R	63	SLURRY SEAL	9/1/2000
SPURCT	1010	SPUR CT	SORRELL WY	END	211	40	8,448	A	R	58	CRACK SEAL & CAPE SEAL	8/1/1999
STKATH	1010	ST KATHERINE DR	S/O ALICANTE DR	N/O ESPANA WY	815	36	29,340	A	R	88	N/A	N/A
STMARA	1010	ST MARKS AVE	W/O COCHRANE RD	S/O ST KATHERINE	1,275	24	30,600	A	R	80	N/A	N/A
STMARC	1010	ST MARKS CT	W/O ST MARKS AVE	CUL DE SAC	194	25	6,780	A	R	85	N/A	N/A
STANTH	1010	ST. ANTHONY DR	ROSEMARY CIR	DEAD END	119	33	3,927	A	R	85	N/A	N/A
STJAME	1010	ST. JAMES DR	JUAN HERNANDEZ	116' W/ ST LAWREN	494	37	18,278	A	R	85	N/A	N/A
STJOSE	1010	ST. JOSEPH DR	DIANA AVE	ROSEMARY CIR	230	37	8,510	A	R	81	N/A	N/A
STLAWR	1020	ST. LAWRENCE DR	ST. TIMOTHY PL	ST. JAMES DR	542	37	20,054	A	R	85	N/A	N/A
STMICH	1010	ST. MICHAEL PL	ST. LAWRENCE	CUL-DE-SAC	312	37	11,544	A	R	85	N/A	N/A
STTIMO	1010	ST. TIMOTHY PL	SAN RAMONE DR	CUL-DE-SAC (E)	438	37	16,206	A	R	85	N/A	N/A
STONEG	1010	STONE GATE CT	END	SUNNYSIDE AV	422	40	16,896	A	R	80	N/A	N/A
STONCLN	1010	STONE CREEK LN	DEL MONTE AVE	HALE AVE	595	37	22,015	A	R	88	N/A	N/A
STONCW	1010	STONE CREEK WY	HALE AVE	END	616	37	22,792	A	R	95	N/A	N/A

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SUNDAN	1010	SUNDANCE DR	HILL RD	END	792	40	31,680	A	R	81	CRACK SEAL & CAPE SEAL	8/1/1999
SUNNYB	1010	SUNNYBROOK CT	END	EASY ST	370	40	14,784	A	R	63	SLURRY SEAL	7/1/2005
SUNNYS	1010	SUNNYSIDE AV	COUNTY MARKER	STONE GATE CT	686	24	18,586	O	A	79	AC OVERLAY, 1.5 IN	9/1/2000
SUNNYS	1020	SUNNYSIDE AV	STONE GATE CT	APPIAN WY	633	28	17,741	O	A	82	AC OVERLAY, 1.5 IN	9/1/2000
SUNNYS	1030	SUNNYSIDE AV	APPIAN WY	CASINO REAL	1,637	30	49,104	O	A	84	AC OVERLAY, 1.5 IN	9/1/2000
SUNNYS	1040	SUNNYSIDE AV	CASINO REAL	COUNTY MARKER	634	32	16,896	O	A	84	AC OVERLAY, 1.5 IN	9/1/2000
SUNSET	1010	SUNSET AV	BRYCE DR	DENALI DR	739	30	22,170	A	C	84	N/A	N/A
SUNSHI	1010	SUNSHINE ST	SANTA TERESA BL	EASY ST	370	40	14,784	A	R	74	N/A	N/A
SUTTER	1000	SUTTER BL	BUTTERFIELD BLVD	#18305 SUTTER BL	928	86	79,808	A	R	88	N/A	N/A
SUTTER	1010	SUTTER BL	#18305 SUTTER BL	SERENE DR	475	67	31,825	A	R	48	N/A	N/A
SUTTER	1020	SUTTER BL	SERENE DR	JARVIS DR	1,320	67	88,440	A	A	40	N/A	N/A
SUTTER	1030	SUTTER BL	JARVIS DR	COCHRANE RD	739	67	49,513	A	A	34	N/A	N/A
SUTTER	1040	SUTTER BL	COCHRANE RD	WOODVIEW AV	686	46	31,556	A	R	53	N/A	N/A
SUTTPL	1010	SUTTER PL	DIGITAL DR	END	225	34	7,650	A	C	82	N/A	N/A
SWORDD	1010	SWORD DANCER CT	VENETIAN WY	END	370	32	11,827	A	R	57	SLURRY SEAL	7/1/2005
TALBCT	1010	TALBOT CT	CALLE SIENA	END	212	37	7,844	A	R	95	N/A	N/A
TALBOT	1020	TALBOT DR	N/O CALLE SIENA	S/O LANCIA DR	380	37	14,060	A	R	75	N/A	N/A
TARRAV	1010	TARRAGON AV	SAFRON DR	CUL-DE-SAC	1,009	34	34,306	A	R	81	N/A	N/A
TAYLOR	1010	TAYLOR AV	PEEBLES AVE	EAST END	806	37	29,822	A	R	88	N/A	N/A
TAYLOR	1020	TAYLOR AV	ANGELICA WY	PEEBLES AVE	432	37	15,984	A	R	88	N/A	N/A
TEAKCT	1010	TEAK CT	END	PINE WY	106	40	4,224	A	R	67	SLURRY SEAL	7/8/2002
TECHNO	1010	TECHNOLOGY DR	JARVIS DR	SERENE DR	1,783	37	65,971	A	C	81	N/A	N/A
TENNAN	1010	TENNANT AV	MONTEREY ST	VINEYARD BLVD	1,705	54	92,070	A	A	65	N/A	N/A
TENNAN	1020	TENNANT AV	VINEYARD BLVD	RAILROAD AV	594	72	42,768	O	A	46	N/A	N/A
TENNAN	1030	TENNANT AV	RAILROAD AV	CAPUTO DR	813	72	58,536	O	A	77	N/A	N/A
TENNAN	1040	TENNANT AV	CAPUTO DR	ANT CT	1,242	72	89,424	O	A	80	N/A	N/A
TERESA	1005	TERESA LN	CUL-DE-SAC	CURB AND GUTTER	860	29	24,940	A	R	69	N/A	N/A
TERESA	1015	TERESA LN	CURB AND GUTTER	SABINI CT	460	29	13,340	A	R	63	CAPE SEAL	8/15/2009
TERESA	1020	TERESA LN	SABINI CT	LLAGAS RD	528	29	15,312	A	R	73	SLURRY SEAL	8/15/2009
THIRDS	1011	THIRD ST	DEL MONTE AV	LITTLE LLAGAS BR	377	60	22,620	A	R	23	N/A	N/A
THIRDS	1012	THIRD ST	LITTLE LLAGAS BR	MONTEREY ST	190	60	11,400	O	R	81	1.5 IN AC OVERLAY	9/15/2006
THIRDS	1013	THIRD ST	MONTEREY ST	DEPOT ST	560	60	33,600	P	R	100	N/A	N/A
THOMAS	1010	THOMAS GRADE	EAST DUNNE AV	EAST DUNNE AV	5,069	25	126,720	A	R	83	CHIP SEAL	8/15/2009
THYMAV	1010A	THYME AV	MARJORAM DR	CUL-DE-SAC (WEST)	234	34	7,956	A	R	77	N/A	N/A

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THYMAV	1010B	THYME AV	MARJORAM DR	CUL-DE-SAC (EAST	396	34	13,464	A	R	80	N/A	N/A
TILTON	1010	TILTON AV	CITY LIMITS	DOUGHERTY AV	475	26	12,355	A	R	76	N/A	N/A
TILTON	1020	TILTON AV	DOUGHERTY AV	MONTEREY ST	1,056	26	27,456	A	R	88	N/A	N/A
TOLUSA	1010	TOLUSA CT	DE LOS PADRES	CUL DE SAC	436	33	14,388	A	R	85	N/A	N/A
TOLUSA	1020	TOLUSA CT	DE LOS PADRES	CUL DE SAC (SOUT	690	33	22,770	A	R	95	N/A	N/A
TORREY	1010	TORREY CT	FARALLON DR	END	422	30	12,672	A	R	35	N/A	N/A
TRAILD	1010	TRAIL DR	BARRETT AV	END (135' S/O MIRA	584	36	21,024	A	C	80	N/A	N/A
TRAILD	1020	TRAIL DR	PVT CHG	BARRETT AV	691	36	24,876	A	A	77	N/A	N/A
TRAILD	1030	TRAIL DR	CERRO VISTA DR	PVT CHG	454	36	16,344	A	C	81	CRACK SEAL & CAPE SEAL	8/1/1999
TRAILD	1040	TRAIL DR	CERRO VISTA DR	FOUNTAIN OAKS DR	897	40	35,904	A	C	74	CRACK SEAL & CAPE SEAL	8/1/1999
TRUMPP	1010	TRUMPP CT	MARCIA DR	END	200	28	5,600	A	R	78	SLURRY SEAL	9/1/2000
VALLEY	1010	VALLEY VIEW CT	END	OAK LEAF DR	370	24	8,870	A	R	83	N/A	N/A
VENETI	1010	VENETIAN WY	WATSONVILLE RD	CITATION CT	1,109	36	39,924	A	R	65	SLURRY SEAL	7/1/2005
VENETI	1040	VENETIAN WY	CITATION CT	VENETIAN WY	1,214	40	48,576	A	R	65	SLURRY SEAL	7/1/2005
VENTURA	1010	VENTURA CT	VENTURA DR	END	242	32	7,744	A	R	95	N/A	N/A
VENTURA	1010	VENTURA DR	ARGUELLO AVE	END	1,620	32	51,840	A	R	95	N/A	N/A
VIACAS	1010	VIA CASTANA	LA CASTANA CT	WEST END	472	32	15,104	A	R	95	N/A	N/A
VIACAS	1010A	VIA CASTANA	VIA DEL CASTILLE	135 FT N/O ENCINO	655	40	26,200	A	R	30	CAPE SEAL	9/1/2000
VIACAS	1010B	VIA CASTANA	135 FT N/O ENCINO	VIA CASTANA CT	505	40	20,200	A	R	76	N/A	N/A
VIACOR	1010	VIA CORFINO	WATSONVILLE RD	LA ROCCA DR	850	36	30,600	A	R	69	SLURRY SEAL	9/1/2000
VIANIN	1010	VIA DE NINOS WY	LA MAR DR	LA ARBOLEDA	840	37	31,080	A	R	83	N/A	N/A
VIADEL	1010	VIA DEL CASTILLE	SUNNYSIDE AV	VIA CASTANA DR	1,267	40	50,688	A	R	54	CAPE SEAL	9/1/2000
VIADEL	1050	VIA DEL CASTILLE	VIA CASTANA DR	ALAMO DR	1,056	40	42,240	A	R	47	CAPE SEAL	9/1/2000
VIAEDU	1010	VIA EDUARDO	APPIAN WY	END	158	32	5,069	A	R	81	N/A	N/A
VIAGRA	1010	VIA GRANDE	END	DEWITT AV	898	40	35,904	A	R	65	N/A	N/A
VIALAR	1010	VIA LARGO	LA JOLLA	CUL-DE-SAC	835	37	30,895	A	R	85	N/A	N/A
VIALOM	1010	VIA LOMA	MURPHY SPRINGS	HALE AV	1,161	40	46,464	A	R	46	SLURRY SEAL	7/15/2007
VIANOR	1010	VIA NARETTO	W/O CALLE SUENO	CUL DE SAC	482	32	17,526	A	R	85	N/A	N/A
VIANAV	1010	VIA NAVOMA	LA JOLLA DR	VIA DE NINOS	504	37	18,648	A	R	95	N/A	N/A
VIAOR	1010	VIA SORRENTO	WATSONVILLE RD	WATSONVILLE RD	1,479	37	54,723	A	R	82	SLURRY SEAL	10/15/2011
VIAVEN	1010	VIA VENETO	APPIAN WY	END	211	32	6,758	A	R	79	N/A	N/A
VIVADI	1010	VIA VIVALDI	BELLINI WY	SUNNYSIDE AVE	284	37	10,508	A	R	95	N/A	N/A
VILLAN	1010	VILLA NAVONA WY	VIA DE NINOS	LA JOLLA DR	518	37	19,166	A	R	85	N/A	N/A

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VINEYA	1010A	VINEYARD BL	LA CROSSE DR	MONTEREY ST	1,003	36	36,108	A	C	36	SLURRY SEAL	7/15/2007
VINEYA	1010B	VINEYARD BL	MONTEREY ST	LA CROSSE DR	1,003	36	36,108	A	C	57	SLURRY SEAL	7/15/2007
VINEYA	1020	VINEYARD BL	MONTEREY ST	CONCORD CR	1,108	61	61,142	O	C	81	2 IN AC OVERLAY	12/10/2008
VINEYA	1030	VINEYARD BL	CONCORD CR	TENNANT AV	845	60	50,688	O	C	86	2 IN AC OVERLAY	12/10/2008
VINEYA	1040	VINEYARD BL	TENNANT AV	VINEYARD CT	951	36	34,236	A	R	55	SEAL CRACKS	7/15/2007
VINEYA	1050	VINEYARD BL	VINEYARD CT	MAST ST	1,478	40	59,136	A	R	53	SEAL CRACKS	7/15/2007
VINEYC	1060	VINEYARD CT	END	VINEYARD BL	422	40	16,896	A	R	83	N/A	N/A
VISTCT	1010	VISTA CT	END	MUNRO WY	264	40	10,560	A	R	75	N/A	N/A
VISTDE	1010	VISTA DEL VALLE	TRAIL DR	END	1,267	38	48,154	A	R	68	CRACK SEAL & CAPE SEAL	8/1/1999
VISTDC	1010	VISTA DEL VALLE CT	END	VISTA DEL VALLE	211	28	5,914	A	R	71	CRACK SEAL & CAPE SEAL	8/1/1999
WDUNNE	1010	W DUNNE AV	END	JOHN TELFER DR	1,003	20	20,060	A	R	66	N/A	N/A
WDUNNE	1020	W DUNNE AV	JOHN TELFER DR	DEWITT AV	1,056	46	48,576	A	R	79	N/A	N/A
WDUNNE	1030	W DUNNE AV	DEWITT AV	EVERGREEN DR	898	40	35,904	O	C	66	2 IN AC OVERLAY	11/1/2011
WDUNNE	1040	W DUNNE AV	EVERGREEN DR	DEL MONTE AV	1,056	52	54,912	A	A	97	RECONSTRUCTION	4/1/2012
WDUNNE	1050	W DUNNE AV	DEL MONTE AV	MONTEREY ST	686	58	39,811	O	A	98	2 IN AC OVERLAY	11/1/2011
WEDMUN	1010	W EDMUNDSON AV	COUNTY MARKER	PARK ENTRANCE	1,004	48	39,283	A	A	85	N/A	N/A
WEDMUN	1020	W EDMUNDSON AV	PARK ENTRANCE	MONTEREY ST	1,056	72	76,032	A	A	84	N/A	N/A
WALNUT	1010	WALNUT GROVE DR	BLACK WALNUT WY	ENGLISH WALNUT	792	40	31,680	A	R	70	N/A	N/A
WALNUT	1020	WALNUT GROVE DR	WALNUT GROVE DR	DIANA AV	663	48	31,824	A	R	81	N/A	N/A
WALNUT	1030	WALNUT GROVE DR	DIANA AV	END (S)	807	48	38,736	A	R	82	N/A	N/A
WALNUT	1110	WALNUT GROVE DR	EAST DUNNE AV	1263 FT S/O EAST	1,263	37	46,731	A	R	75	N/A	N/A
WALNUT	1120	WALNUT GROVE DR	E DUNNE AVE	CUL-DE-SAC	1,169	39	45,591	A	R	82	N/A	N/A
WARREN	1012	WARREN AV	HALE AVE	DEL MONTE AVE	635	37	23,495	A	R	77	N/A	N/A
WATER	1010	WATERTON CT	DENALI DR	CUL-DE-SAC	383	33	12,639	A	R	85	N/A	N/A
WATSON	1010	WATSONVILLE RD	CITY LIMITS	PRATOLA CT	951	80	46,464	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
WATSON	1020	WATSONVILLE RD	PRATOLA CT	VIA SORRENTO	1,056	80	56,602	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
WATSON	1030	WATSONVILLE RD	VIA SORRENTO	CALLE ENRIQUE	1,162	59	68,558	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
WATSON	1040A	WATSONVILLE RD	CALLE ENRIQUE	594 FT W/MONTEREY	1,782	59	105,138	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
WATSON	1040B	WATSONVILLE RD	594 FT W/MONTEREY	MONTEREY ST	594	30	17,820	O	A	88	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2014
WEICHE	1010	WEICHERT DR	BELLETO DR	DEAD END	210	37	7,770	A	R	84	N/A	N/A

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WMAINA	1010	WEST MAIN AV	JOHN TELFER DR	DEWITT AV	950	43	40,867	A	R	66	SLURRY SEAL	9/1/2000
WMAINA	1020	WEST MAIN AV	DEWITT AV	PEAK AV	686	43	29,515	A	R	36	N/A	N/A
WMAINA	1030	WEST MAIN AV	PEAK AV	CREST AV	713	43	30,659	O	C	99	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2015
WMAINA	1040	WEST MAIN AV	CREST AV	HALE AV	634	43	27,245	O	C	99	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2015
WMAINA	1050	WEST MAIN AV	HALE AV	DEL MONTE AV	686	44	30,202	O	A	99	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2015
WMAINA	1060	WEST MAIN AV	DEL MONTE AV	MONTEREY ST	616	44	27,104	O	A	99	AC OVERLAY W/FABRIC, 2.0 IN	10/30/2015
WMIDDLE	1010	WEST MIDDLE AV	WOODLAND ESTATE	CITY LIMIT (NE/ OLI	1,900	40	76,000	A	C	50	N/A	N/A
WHITEC	1010	WHITE CLOUD CT	EXCALIBUR DR	CUL-DE-SAC	529	37	19,573	A	R	90	SLURRY SEAL - TYPE II	10/30/2014
WHITDR	1020	WHITE CLOUD DR	EXCALIBUR DR	EXCALIBUR DR	1,922	37	71,114	A	R	90	SLURRY SEAL - TYPE II	10/30/2014
WHITEO	1010	WHITE OAK CT	JACKSON OAKS DR	END	1,162	24	27,878	A	R	56	6 IN REMOVE & REPLACE	8/1/1999
WHITNE	1010	WHITNEY WY	SUNSET AV	OLYMPIC DR	393	37	14,541	A	R	85	N/A	N/A
WILDDOC	1010	WILD OAK CT	SPRING HILL DR	END	158	44	6,970	A	R	75	SLURRY SEAL	9/1/2000
WILDOW	1010	WILD OAK WY	SPRING AV	SPRING HILL DR	211	40	8,448	A	R	67	SLURRY SEAL	9/1/2000
WILLCR	1010	WILLOW CREEK DR	SPRING AV	CHARGIN WY	581	40	23,232	A	R	68	SLURRY SEAL	9/1/2000
WILLOW	1010	WILLOW CT	BLUEBONNET WY	END	106	40	4,224	A	R	59	SLURRY SEAL	7/8/2002
WINDSC	1010	WINDSONG CT	PEET RD	END	162	32	5,184	A	R	95	N/A	N/A
WINDSP	1010	WINDSONG PL	PEET RD	END	162	32	5,184	A	R	95	N/A	N/A
WICRWY	1010	WINTER CREEK WY	SHADOW BROOK	CARRIAGE	315	34	10,710	A	R	85	N/A	N/A
WOODLA	1010	WOODLAND AV	ROLLING HILLS DR	WOODLAND CT	2,640	26	68,640	A	R	33	N/A	N/A
WOODLA	1020	WOODLAND AV	WOODLAND CT	LLAGAS RD	264	27	7,128	A	R	43	N/A	N/A
WOODLC	1010	WOODLAND CT	END	WOODLAND AV	264	24	6,336	A	R	38	N/A	N/A
WOODSC	1010	WOODS CT	BRADFORD WY	END	228	30	6,840	A	R	95	N/A	N/A
WOODVI	1010	WOODVIEW AV	COCHRANE RD	550 FT W/O MADRO	1,425	46	65,550	A	R	49	N/A	N/A
WRIGHT	1010	WRIGHT AV	END	PEAK AV	528	30	15,840	A	R	49	SLURRY SEAL	7/15/2007
WRIGHT	1020	WRIGHT AV	PEAK AV	OAKGROVE DR	1,003	46	41,395	A	C	35	SLURRY SEAL	7/15/2007
WRIGHT	1030	WRIGHT AV	OAKGROVE DR	DEL MONTE ST	951	45	43,402	A	C	67	SLURRY SEAL	7/15/2007
WRIGHT	1040	WRIGHT AV	DEL MONTE ST	MONTEREY ST	581	46	26,717	A	C	65	N/A	N/A
YELLOW	1010	YELLOWSTONE WY	SUNSET AV	OLYMPIC DR	393	37	14,541	A	R	85	N/A	N/A
ZINFRCR	1010	ZINFANDEL CR	DOMAINE DR	ZINFANDEL CR	1,500	34	51,000	A	R	84	N/A	N/A



CITY COUNCIL STAFF REPORT

MEETING DATE: January 17, 2018

PREPARED BY: Michelle Wilson, Deputy City Clerk
APPROVED BY: City Manager

SELECTION OF CITY COUNCIL MAYOR PRO TEMPORE

RECOMMENDATION(S)

1. Open floor to nomination(s) for Mayor Pro Tempore; and
2. Select a Council Member to serve as Mayor Pro Tempore per City Council Policy 99-01.

COUNCIL PRIORITIES, GOALS & STRATEGIES

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

REPORT NARRATIVE:

The City Council has an adopted policy, which sets forth the criteria for the selection of Mayor Pro Tempore annually for a one-year term. The adopted policy is intended to provide every Council Member with the opportunity to serve as Mayor Pro Tempore. Nomination for the Mayor Pro Tempore seat is generally based on: (1) the length of time that an individual has served on the City Council, and (2) whether or not the nominee has previously had the opportunity to serve as Mayor Pro Tempore. However, these factors are not binding, and every member is eligible to serve as Mayor Pro Tempore. The Mayor or any member of the City Council may nominate a member to serve as Mayor Pro Tempore. A copy of the Council Policy CP-99-01 is attached and the recent Mayor Pro Tempore history is as follows:

**CITY COUNCIL
MAYOR PRO TEMPORE RECENT HISTORY**

	From:	To:
Council Member Carr	December 1, 2010	January 18, 2012
Council Member Constantine	January 18, 2012	December 5, 2012
Council Member Siebert	December 5, 2012	January 15, 2014
Council Member Librers	January 15, 2014	December 3, 2014

Council Member Carr	December 3, 2014	December 2, 2015
Council Member Constantine	December 2, 2015	December 14, 2016
Council Member Carr	December 14, 2016	January 17, 2018

COMMUNITY ENGAGEMENT: Inform

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council takes action to select a Council Member to serve as the Mayor Pro Tempore annually.

FISCAL AND RESOURCE IMPACT:

There are no fiscal impacts associated with this action.

CEQA (California Environmental Quality Act):

Selection of a Mayor Pro Tempore is an administrative governmental activity that will not result in direct or indirect physical changes in the environment. Appropriate environmental review will occur as projects are identified, designed and implemented.

LINKS/ATTACHMENTS:

1. CP-99-01 Selection of Mayor Pro Tem 12-19-16.pdf

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP 99-01

(Rescinded CP 94-05, CP 98-03)

SUBJECT: SELECTION OF MAYOR PRO TEMPORE

DATE: December 17, 1999, Reviewed 6/27/07,

AMENDED: August 24, 2005, December 19, 2016

It is the policy of the City Council of the City of Morgan Hill to annually nominate and select a member to serve as Mayor Pro Tempore for a one year term. The Mayor or any member of the City Council may nominate a member, who shall be selected by majority vote.

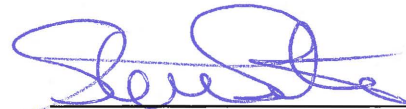
In order to provide every member with an opportunity to serve as Mayor Pro Tempore, it is the policy of the City Council that nominations be made on the basis of the length of time that a nominee has served on the City Council, and whether or not the nominee has previously had the opportunity to serve. However, these factors are not binding, and every member is eligible to serve as Mayor Pro Tempore. If more than one individual is nominated, the first person to receive a majority of the votes shall be selected to serve.

Selection of Mayor Pro Tempore shall occur at the first regular meeting of the City Council held after the general municipal election, and after the new members have been sworn in and have taken their seats; or at the second regular meeting in November in each year that a general municipal election is not held.

The Mayor Pro Tempore shall serve at the pleasure of the City Council and may be removed from the appointed position by a majority vote of the Council. The City Council shall fill all vacancies for Mayor Pro Tempore in accordance with the selection procedure set forth herein.

This policy shall remain in effect until modified by the City Council.

APPROVED:



STEVE TATE, MAYOR

Attachment: CP-99-01 Selection of Mayor Pro Tem 12-19-16.pdf (1582 : Selection of Mayor Pro Tem)

MORGAN HILL 2035



**ZA2016-0006: Zoning Code Update
Joint CC / PC Study Session**

**January 17, 2018
Item #1**

Study Session Purpose

- Provide Planning Commission and staff with feedback/direction on policy questions related to the Zoning Code Update, including possible future work plan items
- Review next steps for the Zoning Code Update

Background/Timeline

- Late 2015 – Stakeholder, staff, PC, and CC: Existing Zoning Code Evaluation
- Early 2017 – PC and CC: Update Approach
- Aug. 2017 – Public Review Draft Zoning Code
- Aug. – Nov. 2017 – PC: 4 Workshops
- Jan. 2018 – CC/PC: Joint Study Session
- Feb. 2018 – Final Draft Zoning Code
- Spring 2018 – PC and CC: Adoption Hearings

Zoning Code Update Goals

- A. Implement and achieve consistency with Morgan Hill 2035 General Plan;
- B. Create user-friendly code for applicants, staff, and City officials;
- C. Modernize terminology and requirements to reflect current practices; and
- D. Improve regulations to effectively address land use and development issues.



Planning Commission Review

- A. Comment tracking matrix – over 100 comments and proposed edits to better achieve the goals of the Zoning Code Update and objectives of the Economic Blueprint.
- B. Identified five topics for discussion with City Council at Joint Workshop
 - No unresolved major topics that would warrant delaying the Zoning Code Update process
 - Future Work Plan Items after Zoning Code Update

Joint Workshop Topics

- I. Building Height
- II. Non-Industrial Uses in Industrial Zoning Districts*
- III. Alternative Standards for Medium Density Residential Development*
- IV. Monterey Corridor*
- V. Emergency Shelters (Homeless Shelters)*

* PC Suggested Future Work Plan Items

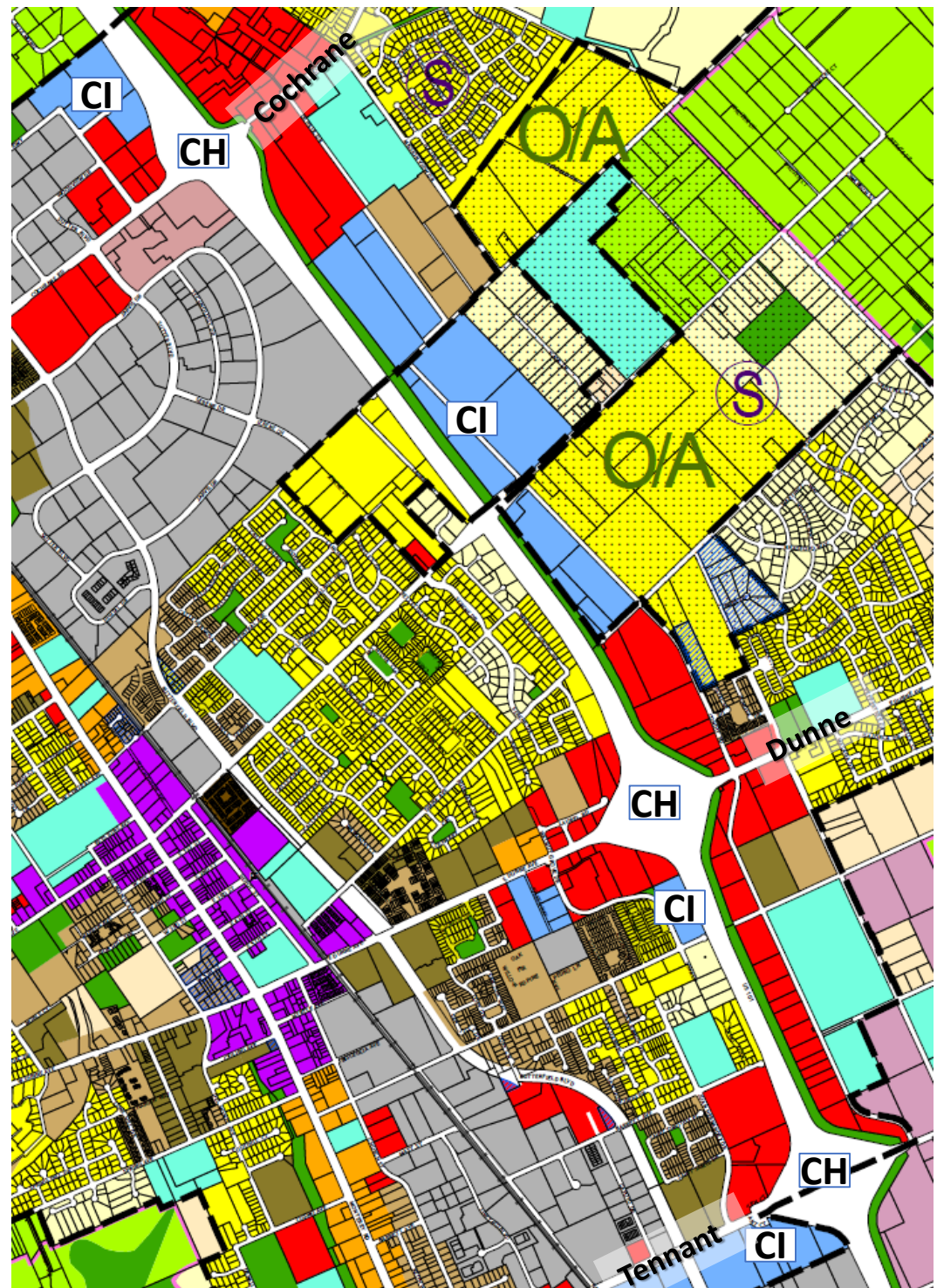
Building Height

Highway Commercial (CH)

- Existing: 3 stories/35 ft.
- Draft: 3 stories/35 ft.
- Proposed: 55 ft.

Commercial Industrial (CI)

- Existing: N/A
- Draft: 30 feet commercial & 50 feet industrial
- Proposed: 55 ft.





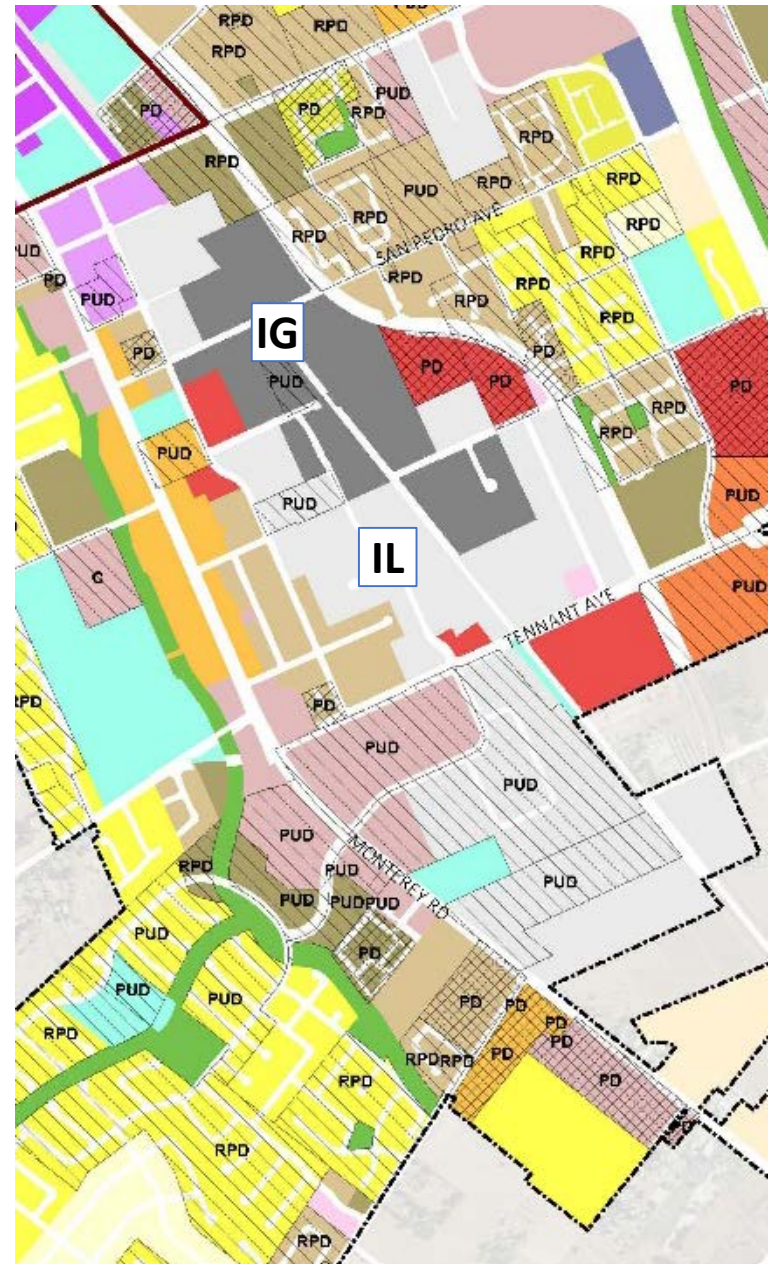
PUD (Ord. No. 2128): Hotel building height – 4 stories w/ architectural features up to 65-feet

Building Height

- **Discussion Question:** Should maximum height limits be increased for certain zoning districts adjacent to Highway 101 to allow greater flexibility for development of certain uses (e.g., hotels) in those districts?
- **Staff Recommendation:** Consistent with Economic Blueprint goals and objectives, establish 55-foot maximum height in CH and CI zoning districts for properties adjacent to Highway 101 corridor. Maintain existing/proposed heights in other zoning districts.

Non-Industrial Uses in Industrial Zoning Districts

- Page 26-2 shows allowed uses in industrial districts
- Allowed by-right in the IL and IG districts:
 - Business Support Services
 - Professional Offices
- Allowed with a CUP in the IL and IG districts:
 - Community Assembly
 - Indoor Commercial Recreation

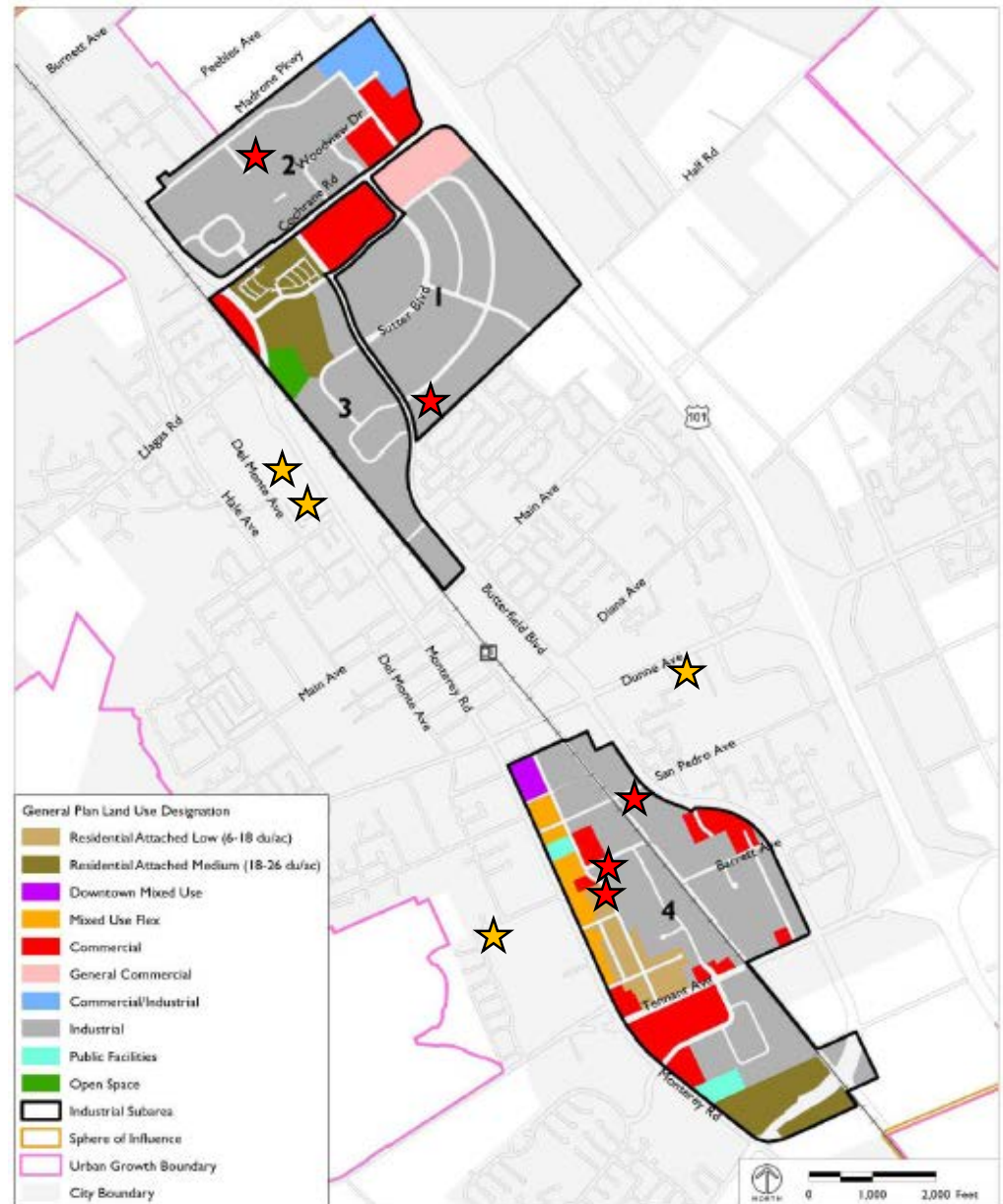


Non-Industrial Uses in Industrial Zoning Districts

- **Discussion Question:** To what extent should industrial zoning districts be preserved for industrial uses by limiting number/type of non-industrial uses that are allowed in industrial districts and/or establishing criteria/standards for evaluating CUPs for non-industrial uses?
- **Staff Recommendation:** Consistent with Economic Blueprint goals and objectives, no change in allowed uses or permitting requirements in industrial zoning districts proposed at this time.

Non-Industrial Uses in Industrial Zoning Districts

- **Option:** Limit mini-storage use in City's four major industrial employment land sub-areas MH2035 General Plan
- Economic Blueprint Work Plan Action Item #1 – Adopt Employment Land Preservation Policy
- Mini-Storage in Industrial Sub-Areas
 1. One
 2. One
 3. None
 4. Three

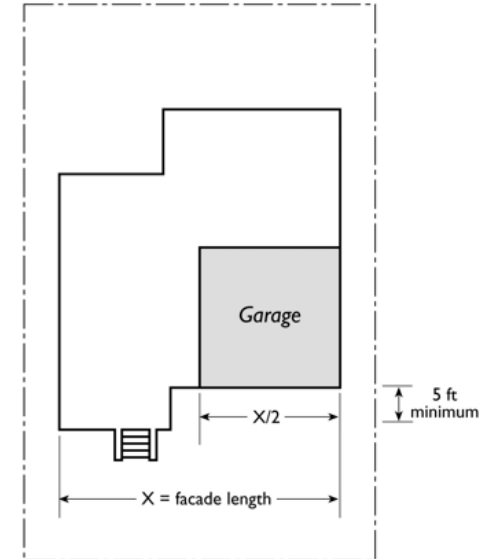


★ Inside Industrial Sub-Area

★ Outside Industrial Sub-Areas

Alternative Standards for Medium Density Residential Development

- Chapter 18.40 carries forward existing alternative standards for medium density residential development, adopted in 2015 to accommodate small lot residential projects
- Concern that these standards are not sufficient to achieve desired intent
- Revising standards to address concerns would require work effort which would delay Zoning Code Update and reduce staff time available for other priorities

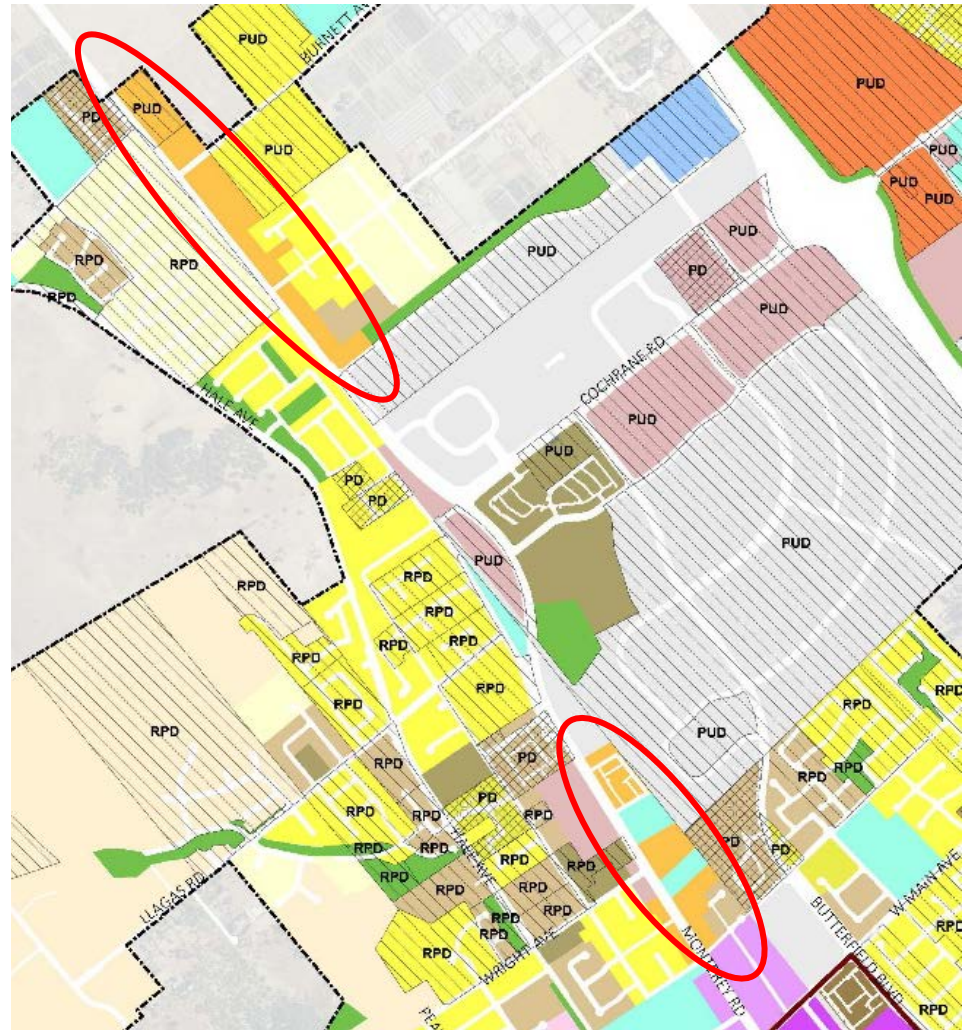


Alternative Standards for Medium Density Residential Development

- **Planning Commission Request:** Direct staff, through a separate work effort with the Commission after adoption of the Zoning Code Update, to evaluate the effectiveness of the Alternative Standards in terms of achieving the desired intent
- **Staff Recommendation:** Support Planning Commission's recommendation

Monterey Corridor

- The General Plan prohibits residential development in the Mixed-Use Flex zoning district prior to the completion of a corridor planning study



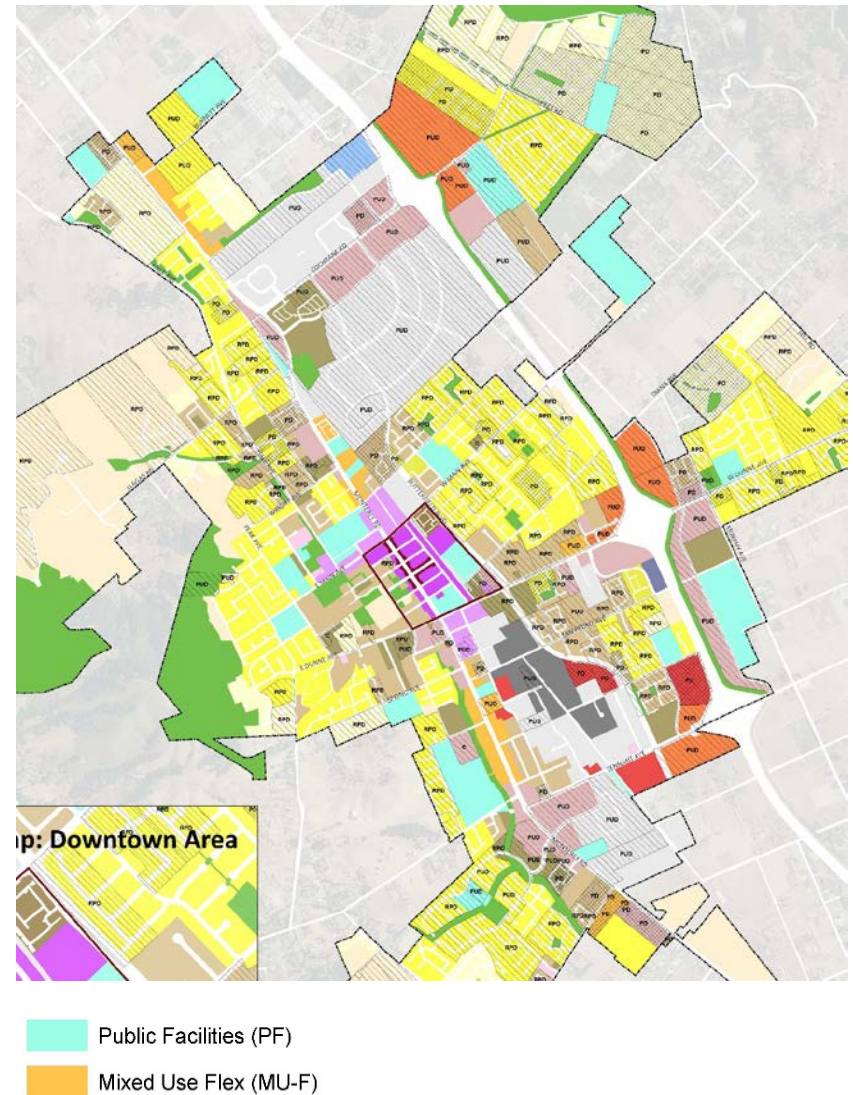
Mixed Use Flex (MU-F)

Monterey Corridor

- **Planning Commission Request:** Prioritize completion of a plan for the Monterey Corridor prior to the start of the 2018 RDCS competition (Prelim Applications due November 2018; Final Applications due January 2019).
- **Staff Recommendation:** Consistent with Economic Blueprint goals and objectives, support Planning Commission's recommendation.

Emergency (Homeless) Shelters

- Homeless shelters are allowed by-right in the Public Facilities zoning district and with a CUP in the new MU-F—Mixed Use Flex Zoning District
- Section 18.92.050 establishes standards for homeless shelters consistent with State law



Emergency (Homeless) Shelters

- **Planning Commission Request:** Explore how the Zoning Code could do more to address homelessness
- **Staff Recommendation:** Conduct follow-up study session with Planning Commission on City's efforts to address the homelessness problem. No changes to the Public Review Draft Zoning Code are recommended at this time

Zoning Code Update Next Steps

- A. Updated Comment Tracking Matrix (January)
- B. Final Draft Zoning Code (February)
- C. Planning Commission Hearing (March)
- D. City Council Hearing (April)

MORGAN HILL 2035



**ZA2016-0006: Zoning Code Update
Joint CC / PC Study Session**

**January 17, 2018
Item #1**



VISION ZERO

MORGAN HILL

STRATEGIES TO ELIMINATE TRAFFIC
DEATHS AND SERIOUS INJURIES

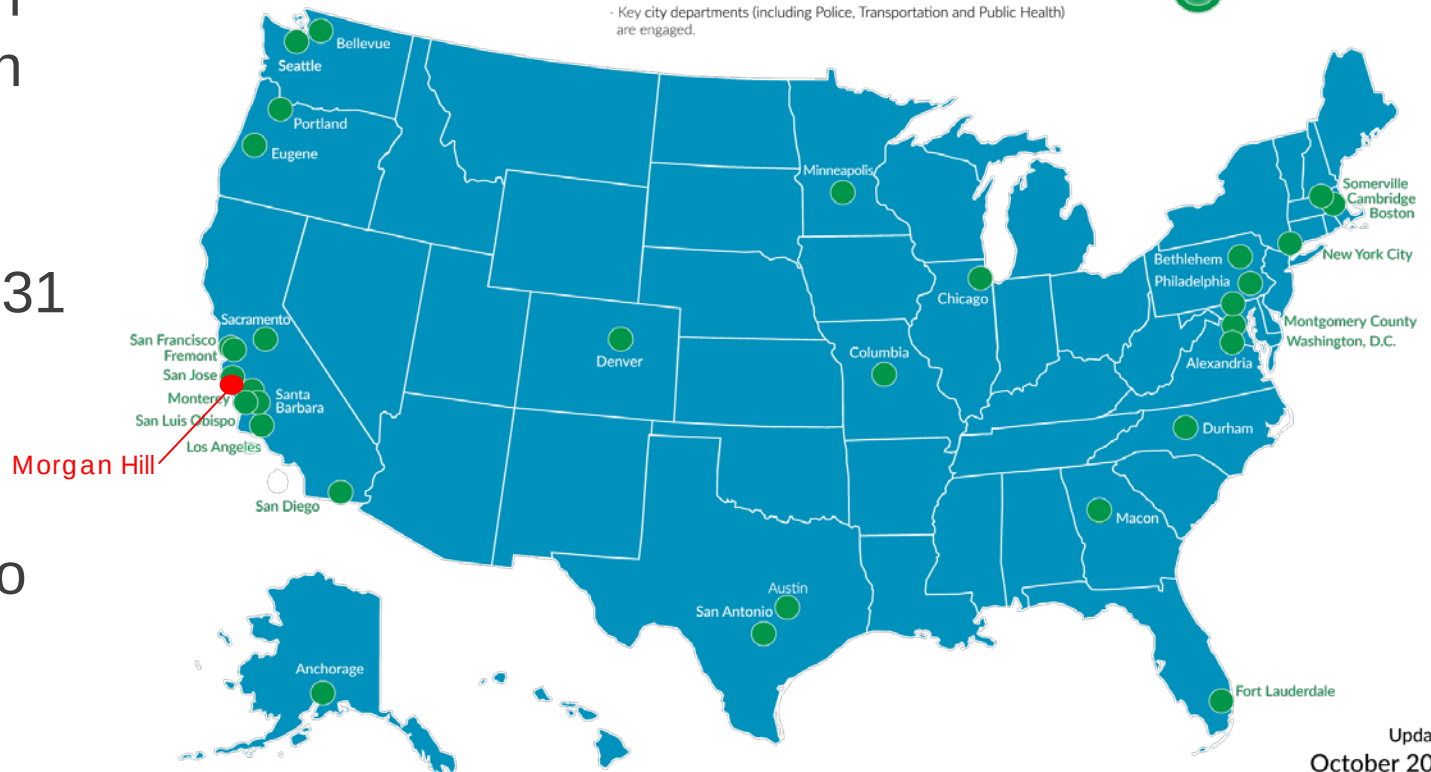
Vision Zero Background

- ▶ First initiated in Sweden in 1997
- ▶ Currently 31 U.S. cities have adopted Vision Zero policies

Vision Zero Cities

A Vision Zero City meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor has publicly, officially committed to Vision Zero
- Vision Zero plan or strategy is in place, or Mayor has committed to doing so in clear time frame
- Key city departments (including Police, Transportation and Public Health) are engaged.



Updated
October 2017

Vision Zero Background

- ▶ League of California Cities adopted a resolution urging cities to adopt Vision Zero policies in 2016
- ▶ Council directed staff to explore a Vision Zero policy of our own in November 2016

Vision Zero Principles

Vision Zero core principles are:

- ▶ Building better and safer streets
- ▶ Educating the public on traffic safety
- ▶ Enforcing traffic laws
- ▶ Adopting policy changes that save lives



Vision Zero Principles

TRADITIONAL APPROACH

Traffic deaths are INEVITABLE

PERFECT human behavior

Prevent COLLISIONS

INDIVIDUAL responsibility

Saving lives is EXPENSIVE

VS

VISION ZERO

Traffic deaths are PREVENTABLE

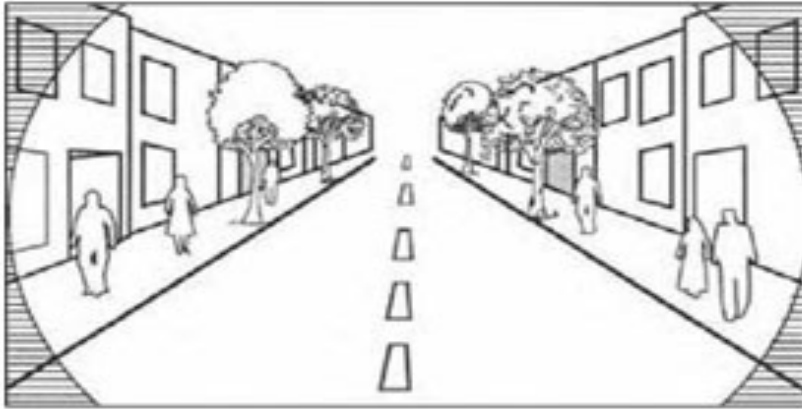
Integrate HUMAN FAILING in approach

Prevent FATAL AND SEVERE CRASHES

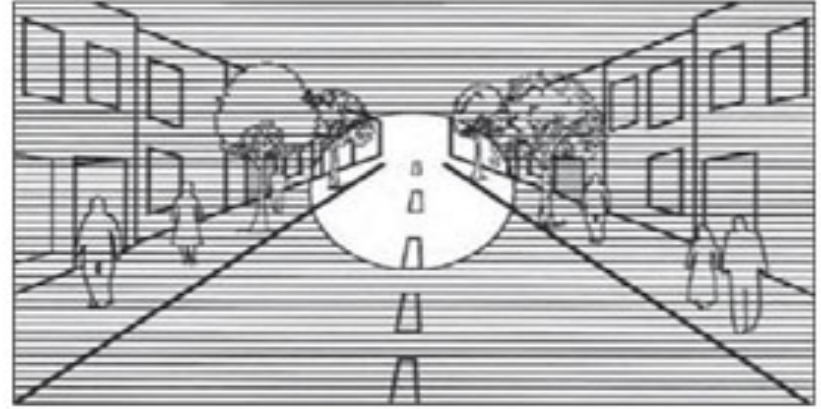
SYSTEMS approach

Saving lives is NOT EXPENSIVE

WHY SPEED MATTERS



Field of vision at 15 MPH



Field of vision at 30 to 40 MPH

A driver's field of vision increases as speed decreases. At lower speeds, drivers can see more of their surroundings and have more time to see and react to potential hazards.

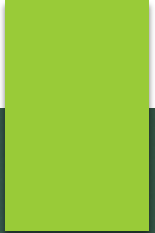


Speed is especially lethal for vulnerable users like pedestrians and people biking. The risk of injury and death increases as speed increases.



Morgan Hill's Complimentary Plans

- ▶ Downtown Specific Plan
- ▶ Downtown Placemaking Investment Strategy
- ▶ Station Area Master Plan
- ▶ Bikeways, Trails, Parks and Recreation Master Plan
- ▶ Morgan Hill 2035 General Plan
- ▶ Integrates with Regional Plans



Examples of Vision Zero Enhancements





Future Vision Zero Morgan Hill Actions

Vision Zero Morgan Hill

- ▶ Engineering
- ▶ Enforcement
- ▶ Education and Engagement
- ▶ Evaluation
- ▶ Encouragement
- ▶ Equity

Implementation of VZMH

- ▶ Safe Routes to Schools
- ▶ Capital Improvement Program
- ▶ Regional Enforcement
- ▶ Enhanced Data Analysis
- ▶ Intersection Study

VZMH Initiatives

- ▶ Create a strategy for infrastructure funding that includes safe street design
- ▶ Seek out opportunities to provide more balance in the vehicles/bicyclist/pedestrian mix in the Downtown
- ▶ Reduce dangerous speeding by including traffic calming and pedestrian safety projects into the Capital Improvement Plan
- ▶ Launch education campaigns for safer streets
- ▶ Support the Police Department in increasing enforcement of safe street behavior
- ▶ Outreach and collaborate with regional and local partners, including the Morgan Hill Unified School District

VISION ZERO MORGAN HILL



STRATEGIES TO ELIMINATE TRAFFIC DEATHS
AND SERIOUS INJURIES



Questions?



Marijuana in Morgan Hill

CHIEF DAVID SWING
JANUARY 17, 2018



Policy Considerations

- ▶ Should the City enact a personal cultivation registration program?
- ▶ Do the potential benefits of the marijuana industry outweigh the potential risks?
- ▶ Should the City allow commercial marijuana activities, and if so, what activities should be permitted and regulated?
- ▶ If commercial marijuana activities are allowed, should they be taxed and at what rate?

Background

- ▶ Two workshops and two staff reports
- ▶ Marijuana use legal for those over 21 years of age
- ▶ Morgan Hill voters supported Proposition 64 at 56%



Other Jurisdictions

- ▶ Cities and unincorporated areas in Santa Clara supported Prop 64 from 49% to 65%
- ▶ Three cities are evaluating commercial marijuana activities – others prohibit
- ▶ 60% of Campbell voters supported Prop 64 yet 63% supported a moratorium on retail sales until April, 2019 or longer
- ▶ Del Rey Oaks, population 1,624 allows medicinal and recreational sales
- ▶ Fremont implemented a registration program for personal cultivators



Potential Benefits

- ▶ Revenue
 - ▶ Del Rey Oaks realized \$300,000 from one medicinal dispensary in one year
 - ▶ If all uses allowed, HdL estimates Morgan Hill revenue \$675,000 - \$1,620,000
- ▶ Jobs
 - ▶ 10-20 new jobs per location
 - ▶ Wages of \$18-30 per hour – more for testing labs
- ▶ Access
 - ▶ Provides an access point in South County
 - ▶ City of Gilroy and unincorporated County areas do not allow

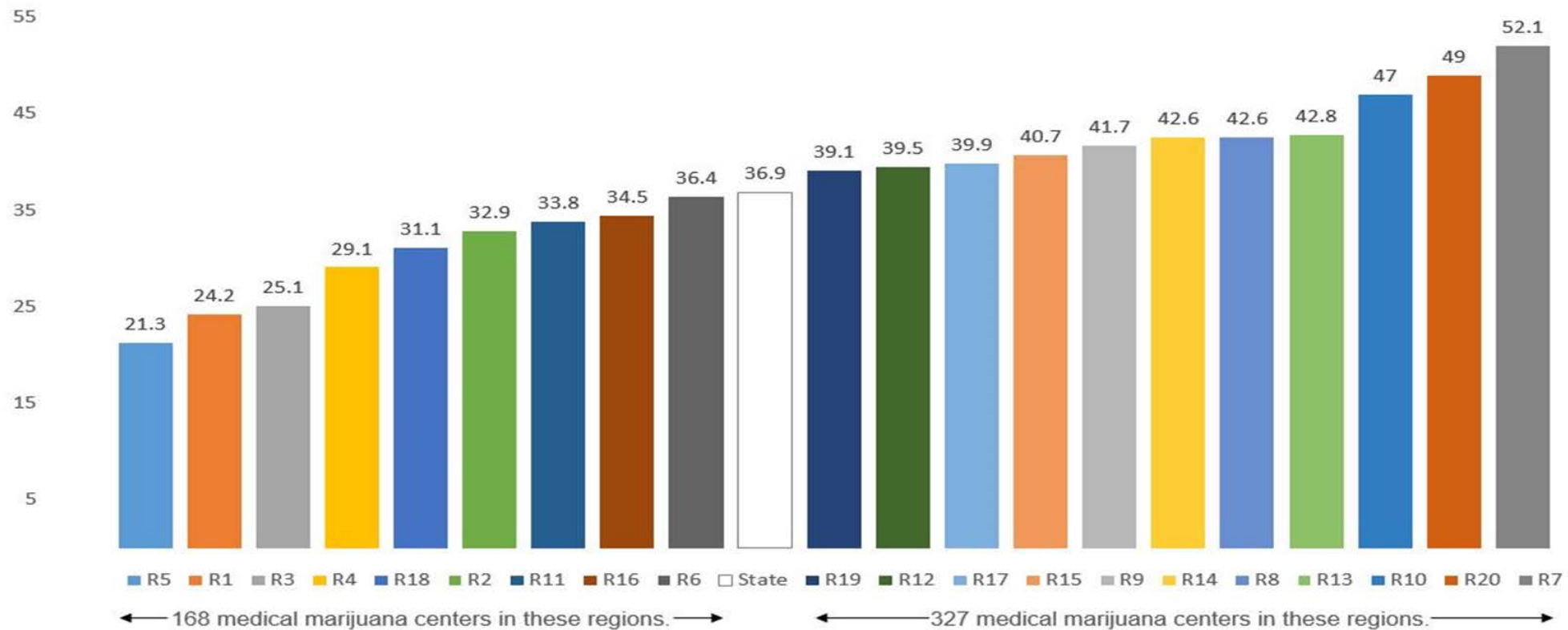
Potential Risks

- ▶ Impaired Driving
 - ▶ Other states have seen significant increase
 - ▶ No standard of impairment in California
 - ▶ Impaired driving already impactful in Morgan Hill
- ▶ Crime and Quality of Life
 - ▶ Product and all cash business makes deliveries and storefronts targets for robberies
 - ▶ Cities in Colorado reported an increase in homelessness
- ▶ Youth Access
 - ▶ Use is a risk factor for self-harm and mental illness
 - ▶ Fewer dispensaries = less youth use in Colorado

Potential Risks

Colorado High School Students' Lifetime Marijuana Use, 2013

With few exceptions, regions with lowest rates of use have fewest medical marijuana centers (total 168).
Regions with highest rates of use have most medical marijuana centers (total 327).



Sources: 2013 Colorado Healthy Kids Survey; Colorado Department of Revenue, MED Licensed Medical Marijuana Centers.

Does marijuana affect academic performance?

- ▶ Youth that use regularly exhibit a **6 to 8 point drop in IQ** that remains in adulthood
- ▶ Youth that smoke every weekend for two years are
 - ▶ Almost six times more likely to drop out of high school than non-smokers
 - ▶ More than three times less likely to enter college
 - ▶ More than four times less likely to earn a college degree
- ▶ Studies have found that youth who use regularly compared to non-users
 - ▶ Get lower grades
 - ▶ Have lower classroom participation
 - ▶ Skip classes more frequently
 - ▶ Poorer attendance, and
 - ▶ Were disciplined more often than non-users

What about advanced education?

- ▶ Frequency of use is a significant factor in
 - ▶ Poor class attendance
 - ▶ Lower grades
 - ▶ Longer time to graduate
- ▶ Users self report
 - ▶ Concentration problems – 40%
 - ▶ Driving while high - 19%
 - ▶ Missing class – 14%
 - ▶ Placing oneself at risk for physical injury 24%

Silins, 2014; Hunt, 2012.



Options

Options	Potential Benefit	Potential Risks	Possible Next Steps
Allow sales, testing, commercial cultivation, delivery, and/or production	Job growth, tax revenue, access to state grants and access to product	Youth access, impaired driving, crime increases and quality of life concerns	Develop and approve regulations and fees, evaluate tax options, place tax on ballot
Allow testing, commercial cultivation, delivery and/or production	Job growth, tax revenue, reducing youth access and impaired driving	Crime at locations could be mitigated by regulations	Develop and approve regulations and fees, evaluate tax options, place tax on ballot
Registration program for personal cultivators	Limit youth access and impaired driving	No further risks as cultivation is already allowed	Develop registration program and fee structure
Status quo			Nothing further

Tonight's Action

- ▶ Accept report
- ▶ Provide direction for potential next steps/alternatives:
 - a) Conduct statistically valid survey on the support of retail sales
 - b) Direct staff to draft proposed ordinance regulating all or some of the following: retail sales, cultivation, deliveries, testing, and/or production or marijuana
 - c) Continue with the current ban on marijuana related products and industry
 - d) Direct staff to pursue a personal cultivation registration program



Morgan Hill City Council Meeting – January 17, 2018

Review Outdoor Sports Center Operator Request for Proposals

Agenda Item: 18

RFP Process Timeline

September 8, 2017	Request for Letters of Interest Opens
October 2017	Tours and Informational Meetings
November 17, 2017	Letters of Interest Due
Early December 2017	Interviews with LOI Submitters
January 17, 2018	Review of LOIs by City Council
January 18, 2018	Invitation for Proposals Sent
February 16, 2018	Proposals Due
Late February 2018	Interviews on Proposals
March 20, 2018	Recommendations by the PRC
April 4, 2018	Review by City Council
April- May 2018	Agreement(s) negotiated by City Staff
June 2018	Agreement(s) to City Council for Approval

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

Review Panel

- Panel Makeup
 - City of Morgan Hill Teammates
 - Chamber of Commerce
 - Hotel Group
 - Parks and Recreation Commissioners
- 6 Letters of Interest Received
- Panelist review Letters and conduct interviews

Responses

Group 1 Respondents

Potential Operators of the OSC

1. San Jose Soccer Complex Foundation
2. Sports Facilities Management
3. Morgan Hill Youth Sports Alliance
4. MC Elite

Agenda Item: 18— Review Outdoor Sports Center RFP

Morgan Hill Outdoor Sports Center

16500 Condit Road

11 Fields – 9 Grass & 2 Synthetic Turf

Morgan Hill Aquatics Center

16200 Condit Road

3 Pools including Competition Pool, Instructional Pool and Water Park Features

Future Baseball/Softball Site

26 acres to be used for a 6 Ball Field Complex

Future Recreation Facilities Site

10 acres to be used for parking and recreation facilities expansion



Responses

Group 2 Respondents

Proposals to partner on development of City owned property

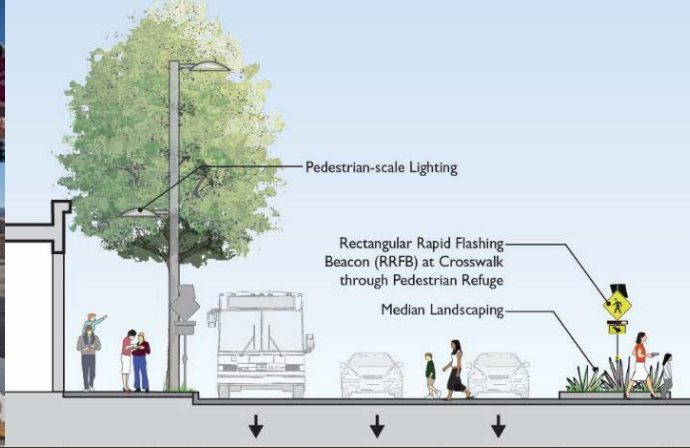
1. Northern California Volleyball Association
2. Silicon Valley Cricket

Staff Recommendation

1. Direct staff to solicit full proposals for operation of the Outdoor Sports Center from the San Jose Soccer Complex Foundation and Sports Facilities Management; and
2. Direct staff to further explore partnership opportunities with the Northern California Volleyball Association and Silicon Valley Cricket for use of undeveloped City properties.

Other Related Information

1. Ongoing work towards a Destination Management Organization.
2. Council interest in revisiting agreement with current operator for remainder of term.
3. Replacement of artificial turf fields in progress.



Station Area Master Plan

City Council Workshop #2

January 17, 2018

**Tiffany
Brown**

Associate Planner
City of Morgan
Hill

**Thomas
Kronemeyer**

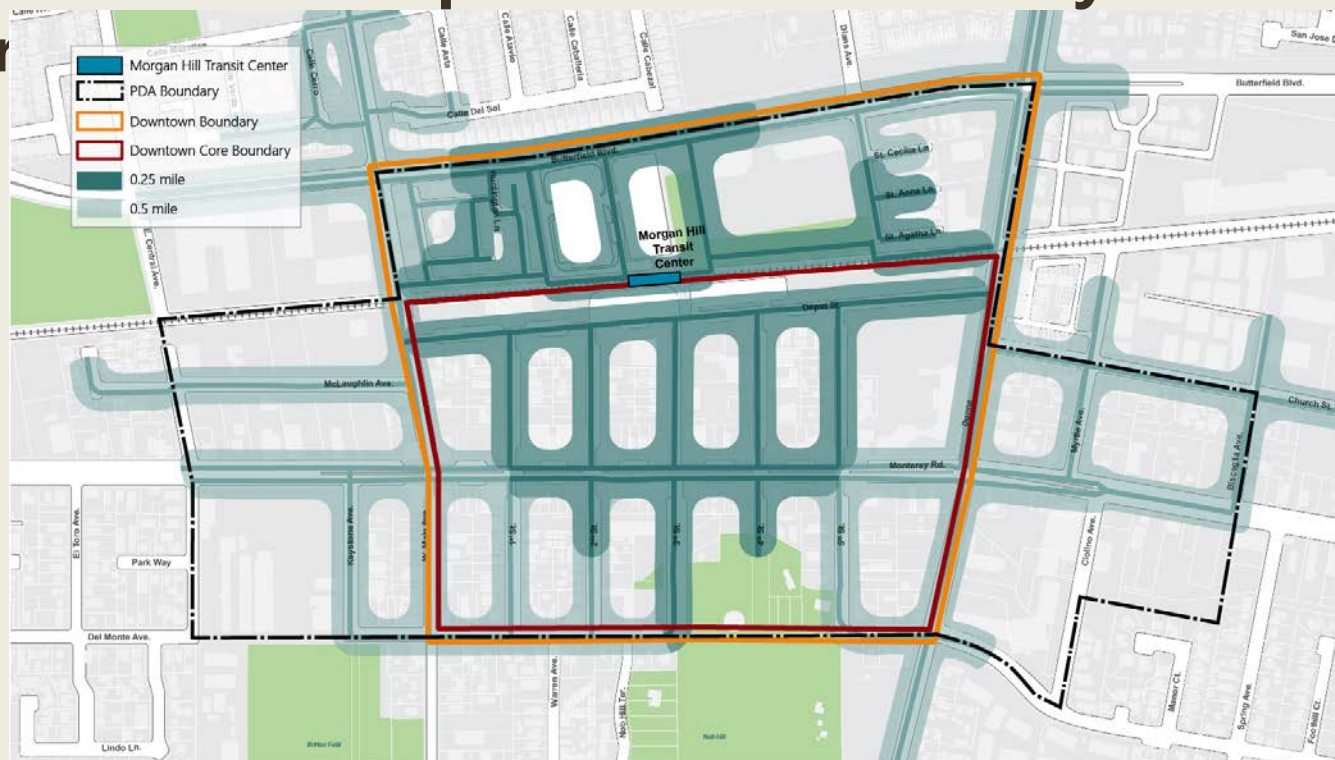
Associate Principal
Community Design +
Architecture

**Jane
Bierstedt**

Principal
Fehr & Peers

Station Area Master Plan Overview

- **November 2017 – Study Session continued:**
Focus on recommendations and priorities
- **SAMP - Encourage and provide implementation strategies for Transit and transportation connectivity to the Transit center**



Transit Improvements Highlights

Transit Improvements	Tier 1	Tier 2	Tier 3
Work with Caltrain to adjust schedules	X		
Work with Caltrain and VTA safety enhancements and to maintain pedestrian track crossing with double tracking project		X	
Create public outreach program to increase Caltrain riders	X		
Work with TAMC to extend station platform accommodate future rail service	X		
Explore a community shuttle bus program or increased TNC service		X	
Install pedestrian shade and rain structures at remaining bus stop locations		X	

Northbound - WEEKDAY SERVICE to SAN FRANCISCO

Train No.	101	103	305	207	309	211	313	215	217	319	221	323	225	327	229	331	233	335	237
Gilroy									6:06		6:28		7:06						
San Martin									6:15		6:37		7:15						
Morgan Hill									6:21		6:43		7:21						
Blossom Hill									6:36		6:56		7:36						
Capitol									6:42		7:02		7:42						
Tamien		4:58		5:50	5:56				6:50	6:56	7:10		7:50	7:56			8:33		9:43
San Jose Diridon	4:30	5:05	5:45	5:57	6:03	6:19	6:45	6:50	6:57	7:03	7:18	7:45	7:50	7:57	8:03	8:22	8:40	9:15	9:50
College Park																			
Santa Clara	4:36	5:11		6:04		6:25			7:04		7:24			8:06		8:28	8:46	9:21	9:56
Lawrence	4:41	5:16		6:14					7:14		7:29			8:16			8:52	9:26	10:01
Sunnyvale	4:45	5:20		6:21	6:16	6:33		7:02	7:21	7:16	7:34		8:02	8:23	8:16	8:36	8:57	9:31	10:05
Mountain View	4:50	5:25	6:00	6:26		6:39	7:00	7:07	7:26		7:40	8:00	8:07	8:29		8:42	9:03	9:37	10:11
San Antonio	4:54	5:29		6:30					7:30					8:33			9:07	9:41	10:15
California Avenue	4:58	5:33		6:34				7:14	7:34				8:14	8:37			9:11	9:45	10:19
Palo Alto	5:02	5:37	6:08	6:39	6:26		7:08	7:19	7:39	7:26		8:08	8:19	8:42	8:27		9:18	9:49	10:24
Menlo Park	5:05	5:40		6:42					7:42		7:48			8:45		8:51	9:21	9:52	10:27
Redwood City	5:10	5:45		6:48	6:33	6:54			7:48	7:33	7:54			8:51	8:35	8:57	9:27	9:58	10:32
San Carlos	5:14	5:49				6:58		7:27			7:58		8:27			9:01	9:31	10:02	10:36



Bicycle Improvement Highlights

Bicycle Improvements	Tier 1	Tier 2	Tier 3
Install bicycle improvements at Monterey Road and Main Avenue	X		
Install bicycle improvements at Monterey Road and Dunne Avenue	X		
Evaluate on-street parking on Depot Street – consider redesign of Depot Street with the intent to create a complete street to the Transit Center and Downtown		X	
Close bicycle lane gap on Depot Street		X	
Add second stripe to bicycle lanes on Dunne Avenue, Main Avenue, Depot Street, and Monterey Road		X	
Add green paint to transition zones with new bicycle lane installations		X	
Install buffered bicycle lanes on Monterey Road between Main Avenue and Dunne Avenue			X



Bike Improvements at Monterey Road and Main Avenue
City of Morgan Hill

NOT TO SCALE

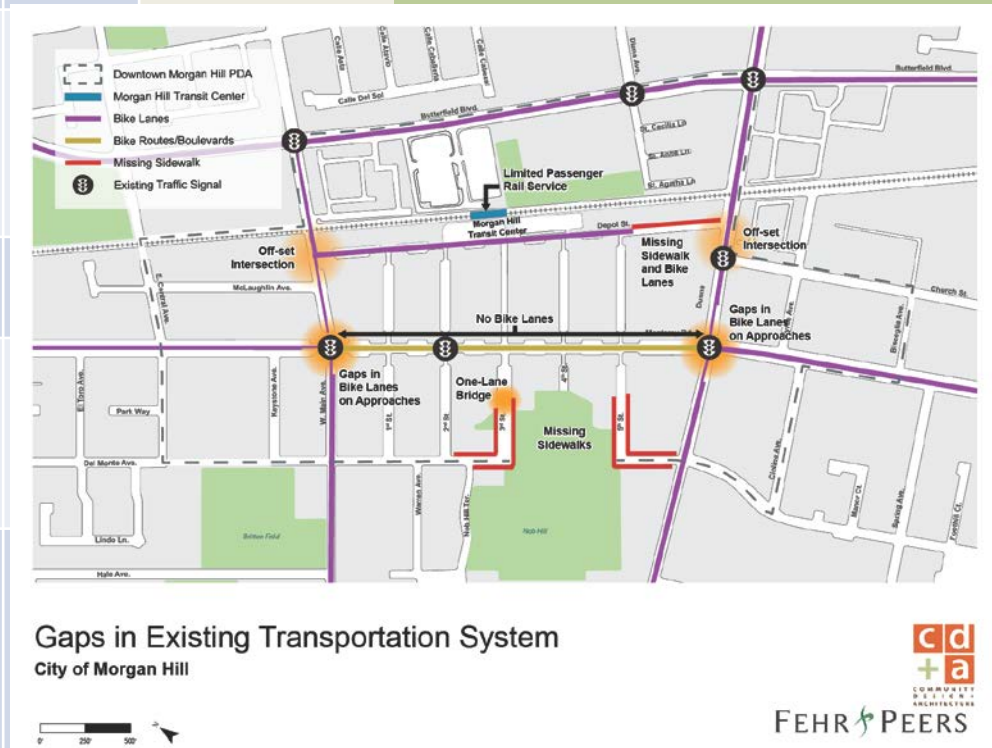


FEHR PEERS



Pedestrian Improvement Highlights

Pedestrian Improvements	Tier 1	Tier 2	Tier 3
Close sidewalk gap on Depot Street		X	
Conduct before and after studies of in-pavement flashers on Monterey Road at Third Street	X		
Establish an uncontrolled pedestrian crossing policy	X		
Install safety enhanced railroad crossing improvements consistent with Quiet Zone Goals		X	
Conduct a study to identify appropriate pedestrian crossing treatments on Main Avenue at Depot Street/McLaughlin Avenue	X		



Roadway Improvement Opportunities

Roadway Improvements	Tier 1	Tier 2	Tier 3
Conduct Depot Street Study	X		
Study realignment of Depot Street with Church Street		X	



Depot Street Realignment
City of Morgan Hill

NOT TO SCALE



Parking Improvements

Supporting Transit

Parking Improvements	Tier 1	Tier 2	Tier 3
Enforce two-hour parking limits	X		
Extend time limits in parking garage	X		
Implement parking marketing and wayfinding program	X		
Work with businesses on a valet parking program		X	
Reinstate parking in-lieu fees		X	
Retain public park and ride lot for the Transit Center and explore additional parking for future transit ridership and service increase	X		
Reserve options for future parking locations in the north downtown area and conduct study		X	



Recommendations

1. Review and provide comments on the Station Area Master Plan

Station Area Master Plan



January Developmental Asset Asset #7

Community Values Youth

Young person perceives that adults
in the community value youth.

How the Community Values the Youth

- ▶ Having Morgan Hill library events to engage the youth.
- ▶ Helping with homework at Park Place to educate the youth.
- ▶ Taste of Morgan Hill and National Night Out, and LATI event.



Ways we can Value the Youth in our Community

- ▶ Having more events targeting the youth.
- ▶ Reach out to the youth for their input on community events.



January Complementary Developmental Asset Asset #5

Caring School Climate

School provides a caring and
encouraging environment.

How does this relate to the asset?

- ▶ It is important that the youth feel valued and enjoy their experience at school.
- ▶ To achieve this, schools must take student's opinions into consideration such as reduction of homework and a more engaging curriculum.



What ways do YOU value youth?