



Special - Regular Meeting Agenda
City Council

Rich Constantine - Mayor
Yvonne Martinez Beltran - Mayor Pro Tem
Larry Carr - Council Member
John McKay - Council Member
Rene Spring - Council Member

Wednesday, June 3, 2020 6:30 p.m.

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

MEETING GUIDELINES

In accordance with Executive Order N-25-20 and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. We will address the Order in the following ways:

Members of the public may NOT physically attend meetings at the Morgan Hill City Council Chamber.

The City Council Meeting will be live-streamed on Channel 17 and on the City's website. Those members of the public wishing to participate remotely may do so via the electronic meeting at: <https://bit.ly/060320CityCouncilMeeting> or by calling in to: (669) 900-9128, then enter the meeting id: 838 6356 6504

Public comment for City Council meetings will be accepted via email to ccpubliccomment@morganhill.ca.gov <<mailto:ccpubliccomment@morganhill.ca.gov>>. Members of the public participating in the electronic meeting wishing to speak may do so during public comment.

SPECIAL/REGULAR MEETING

A special meeting of the City Council is called at 6:30 p.m. for the purpose of conducting a closed session.

6:30 p.m. Closed Session

7:00 p.m. Regular Meeting

SPECIAL MEETING

6:30 p.m. Closed Session

CALL TO ORDER

Mayor Constantine

ROLL CALL ATTENDANCE

Minutes Clerk Angie Gonzalez

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2
Minutes Clerk Gonzalez

CLOSED SESSION

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL-LIABILITY CLAIM

CLAIMANT: Juvenile Jane Doe

AGENCY CLAIMED AGAINST: City of Morgan Hill

CLOSED SESSION ANNOUNCEMENT

CONVENE REGULAR MEETING

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.

CITY MANAGER'S REPORT

City Manager Christina Turner

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

1. ACCEPT 2019 PAVEMENT RESURFACING PROJECT

Recommendation:

1. Accept as complete, the 2019 Pavement Resurfacing Project, in the final amount of \$4,287,440;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

2. ACCEPT INSURANCE PROCEEDS AND APPROVE PURCHASE TO REPLACE COLLISION INVOLVED POLICE VEHICLE

Recommendation:

1. Accept the insurance proceeds estimated in the amount of \$68,215 for the 2013 Ford Interceptor Utility, #143;
2. Adopt a resolution amending the Fiscal Year 2019-20 adopted budget to appropriate \$68,215 as insurance proceeds revenue and \$80,537 as expenditure from the Equipment Replacement Fund (790) to purchase (including build-out) a patrol 2020 Ford Interceptor Utility;
3. Authorize the City Manager to approve the purchase order with Priority 1 Public Safety Equipment Installation Inc. for the purchase and outfitting of the new vehicle;
4. Declare the 2013 Ford Interceptor Utility #143 (VIN# 8414) to be a surplus; and
5. Authorize the disposal of the surplus vehicle in accordance with Section 3.04.400 of the City of Morgan Hill Municipal Code.

3. APPROVE AGREEMENT WITH COMMUNITY TOWING FOR POLICE INITIATED TOW SERVICES

Recommendation:

Approve and authorize the City Manager to execute and administer an agreement with Community Towing.

4. APPROVE AGREEMENT WITH SECURE SOLUTIONS INC. FOR BACKGROUND INVESTIGATION SERVICES

Recommendation:

Approve and authorize the City Manager to execute and administer an agreement with Secure Solutions Inc. for a not to exceed amount of \$100,000 to conduct hiring background investigations of police personnel.

5. APPROVE RE-SUBORDINATION OF EXISTING JASMINE SQUARE APARTMENTS CITY LOANS

Recommendation:

Approve re-subordination of existing City affordable housing loans necessitated by refinance of senior project loan, allowing developer to pay off balloon payment, lower interest rate, and pay \$150,000 towards City loans.

6. APPROVE FINAL MAP FOR MONTECITO ESTATES - TRACT NO. 10535 (DIANA AVE AND LOTUS WAY) AND RELATED SUBDIVISION IMPROVEMENT AND STORMWATER BEST-MANAGEMENT-PRACTICES (BMP) OPERATIONS AND MAINTENANCE AGREEMENTS

Recommendation:

1. Approve the Final Map;
2. Approve and authorize the City Manager to execute and administer the Subdivision Improvements Agreement with D.R. Horton Bay, Inc.;
3. Approve and authorize the City Manager to execute and administer 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.

7. AWARD 2020 PAVEMENT RESURFACING PROJECT TO MCK SERVICES, INC.

Recommendation:

1. Approve the 2020 Pavement Resurfacing Project plans and specifications;
2. Award contract to MCK Services, Inc. for the 2020 Pavement Resurfacing Project in the amount of \$2,473,669;
3. Authorize expenditure of construction contingency funds not to exceed \$371,050; and
4. Authorize the City Manager to execute and administer the construction contract with MCK Services, Inc. pending review and approval by the City Attorney's office.

8. APPROVE ECONOMIC DEVELOPMENT RECOVERY PLAN

Recommendation:

Approve the recommended Economic Development Recovery Plan.

9. APPROVE AN IMPACT FEE FREEZE AGREEMENT WITH APPLIED MOTION PRODUCTS, INC. FOR A NEW INDUSTRIAL BUILDING ON 2.43 ACRES LOCATED ON MADRONE PARKWAY AND DIRECT STAFF TO RETURN WITH CHANGES TO THE IMPACT FEE PROGRAM

Recommendation:

1. Direct the City Manager to execute an Impact Fee Freeze Agreement with Applied Motion Products, Inc. for the development of a 21,180 square foot new industrial building located on Madone Parkway;
2. Direct staff to make changes to the Impact Fee Freeze Program to remove assisted living and memory care uses as approved uses under the program; and
3. Direct staff to return with a City Council policy formalizing the Impact Fee Freeze Program on June 17, 2020 as an on-going City program.

10. CALL FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

Recommendation:

1. Adopt resolution "A" calling for a General Municipal Election to be held on Tuesday, November 3, 2020 to elect a Mayor; one Council Member from District A; one Council Member from District C; and a City Treasurer; and
2. Adopt resolution "B" requesting the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters Office – and the Consolidation of the Election.

11. REJECT BIDS FOR THE EAST MAIN AVENUE BIKE LANES AND SIDEWALK PROJECT AND REBID THE PROJECT WITH MODIFICATIONS

Recommendation:

Reject all bids for the East Main Avenue Bike Lanes and Sidewalk Project and rebid the project with modifications.

12. APPROVE THE MAY 15, 2020 MEETING MINUTES

Recommendation:

Approve Minutes.

13. APPROVE THE MAY 20, 2020 MEETING MINUTES

Recommendation:

Approve Minutes.

PUBLIC HEARING

14. APPROVE RESOLUTION ORDERING ANNUAL ASSESSMENTS AND RELATED ACTIONS FOR CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1 (DISTRICT)

Recommendation:

1. Open and close the Public Hearing; and
2. Adopt resolution confirming Fiscal Year (FY) 2020-21 annual assessments and ordering the levy of assessments for the District.

Estimated Time: 5 Minutes

OTHER BUSINESS

15. PROVIDE DIRECTION REGARDING MONTEREY ROAD COMPLETE STREETS/LANE REDUCTION AND USE OF DOWNTOWN PUBLIC SPACES

Recommendation:

Provide direction to staff on revisiting the Monterey Road Complete Streets/Lane Reduction Project and on the use of other public spaces in the Downtown.

Estimated Time: 60 Minutes

16. PROVIDE DIRECTION REGARDING REVIEW OF HIGH SPEED RAIL ENVIRONMENTAL IMPACT REPORT/STUDY

Recommendation:

Receive an update and provide input on the High Speed Rail Environmental Impact Report/Study (EIR/EIS) Analysis.

Estimated Time: 60 Minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

To sustain a safe, inclusive, socially responsible, environmentally conscious, and economically sound community

Choose Morgan Hill

The City of Morgan Hill is the best community for people to live, work, visit, and operate their businesses.

City Council Ongoing Priorities

- Enhancing Public Safety
- Protecting the Environment and Preserving Open Space and Agricultural Land
- Maintaining Infrastructure
- Supporting our Youth, Seniors, and Entire Community
- Fostering a Positive Organizational Culture
- Preserving and Cultivating Public Trust
- Preserving our Community History
- Enhancing Diversity and Inclusiveness
- Advancing Regional Initiatives

2020-2021 Strategic Priorities

- **Fiscal Sustainability**
- Affordable Housing and Homelessness
- Community Engagement and Messaging
- Economic Development
- Transportation



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Lynette Kong, Associate Engineer
APPROVED BY: City Manager

ACCEPT 2019 PAVEMENT RESURFACING PROJECT

RECOMMENDATION(S)

1. Accept as complete, the 2019 Pavement Resurfacing Project, in the final amount of \$4,287,440;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Infrastructure

2020-2021 Strategic Priorities

Transportation

GUIDING DOCUMENTS

Bikeways
Trails
Parks and Recreation Masterplan
General Plan/Housing Element

REPORT NARRATIVE:

On June 26, 2019, City Council awarded a construction contract for the 2019 Pavement Resurfacing Project (Attachment 1). The project scope included cold-in-place recycling (CIR) pavement rehabilitation, pavement milling, hot mix asphalt concrete (AC) overlay, full depth AC pavement repair, slurry sealing, crack sealing, replacement of pavement delineation and markings, utility adjustments, and traffic signal loops. The crack sealing work was completed on Butterfield Boulevard, E. Main Avenue, and the slurry seal treatment street locations. The striping work included the installation of the following improvements:

- Buffered bicycle lanes on Cochrane Rd. (between Cochrane Cir. and Sutter Blvd.);
- Green bicycle lanes on Cochrane Rd. at the Highway 101 interchange;
- Bicycle boulevards for both directions on Depot St.; and
- Buffered bicycle lanes on Monterey Rd. (between Tilton Ave. and Cochrane Rd.)

The project was awarded to Granite Rock Company for \$3,943,225 and the project authorized a 10% contingency of \$394,323. During construction, four contract change orders totaling \$383,738 were authorized for various work that consisted of additional

pavement repairs along Butterfield Boulevard, Cochrane Road, and Monterey Road, additional utility and pavement grinding adjustments, and bid item overages.

On April 18, 2018, City Council adopted a resolution to include Monterey Road to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, the Road Repair and Accountability Act of 2017. At the time of the resolution was adopted, the City anticipated receiving an estimated \$733,000 in RMRA funding for fiscal year 2018-19. The actual amount the City received from the RMRA funds was \$816,288 and was deposited back into the Street CIP Fund (308). The actual project cost to rehabilitate Monterey Road was approximately \$1.61 million, which was more than the RMRA fund amount and the work met the intent of the proposed project in the resolution.

Staff recommends accepting (Attachment 2) the project as the work is complete and in accordance with the plans and specifications.

COMMUNITY ENGAGEMENT: Inform

Prior to commencement of work, the contractor notified residents and businesses adjacent to the construction work zone. Staff also provided notifications and weekly project updates through the City's website.

ALTERNATIVE ACTIONS:

Accepting the project in accordance with the contract documents is a required process and enables the City to release any retained funds owed to the contractor per the California Public Contract Code Section 7107.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On June 26, 2019, City Council awarded a construction contract to Granite Rock Company for the 2019 Pavement Resurfacing Project for \$3,943,225.
- On April 3, 2019, City Council approved a funding agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Local Streets and Roads Program.
- On March 6, 2019, the City Council received FY 2018-19 Pavement Rehabilitation Project Update, which specifically outlined the improvements to be included in the project.
- On April 18, 2018, City Council adopted a Resolution approving the FY 2018-19 list of street rehabilitation projects funded by SB 1: The Road Repair and Accountability Act; the adopted project list included Monterey Road (between the intersections of Cochrane Road and Tilton Avenue).
- On May 4, 2016, City Council adopted a Resolution supporting TDA Article 3 grant funding to add green bike lane striping along Cochrane Road at the highway 101 intersection.

FISCAL AND RESOURCE IMPACT:

The final contract amount for the 2019 Pavement Resurfacing Project is \$4,287,440 (Attachment 3). The project was awarded to Granite Rock Company for \$3,943,225 and the project was authorized with a 10% contingency of \$394,323, totaling \$4,337,548

authorized for construction. Out of the original base contract, \$3,903,702 was spent along with four change orders of \$383,738 for a final contract cost of \$4,287,440. The remaining balance of \$50,108 will be returned to the Pavement Rehabilitation Project #519000.

The project was funded by the Street CIP Fund (Fund 308) with allocations from the State SB 1 Road Maintenance and Rehabilitation Account (RMRA) and budgeted reimbursements from the County's 2016 Measure B Local Streets and Roads (LSR) Program and the State Transportation Development Act (TDA) Article 3 grant.

\$816,288 was received from the SB 1 RMRA for fiscal year 2018-19, for the work completed on Monterey Road. \$2,622,119 is the eligible allocation from the County 2016 Measure B LSR Program fiscal years 2017-18 through 2019-20, for the work on completed on all project streets; staff submitted the reimbursement request for \$2,622,119 to the Santa Clara Valley Transportation Authority (VTA) on April 10, 2020. \$32,482 is the approved allocation from the State TDA Article 3 grant for the green bicycle striping improvements constructed on Cochrane Road; staff will submit the reimbursement request for \$32,482 to the Metropolitan Transportation Commission (MTC).

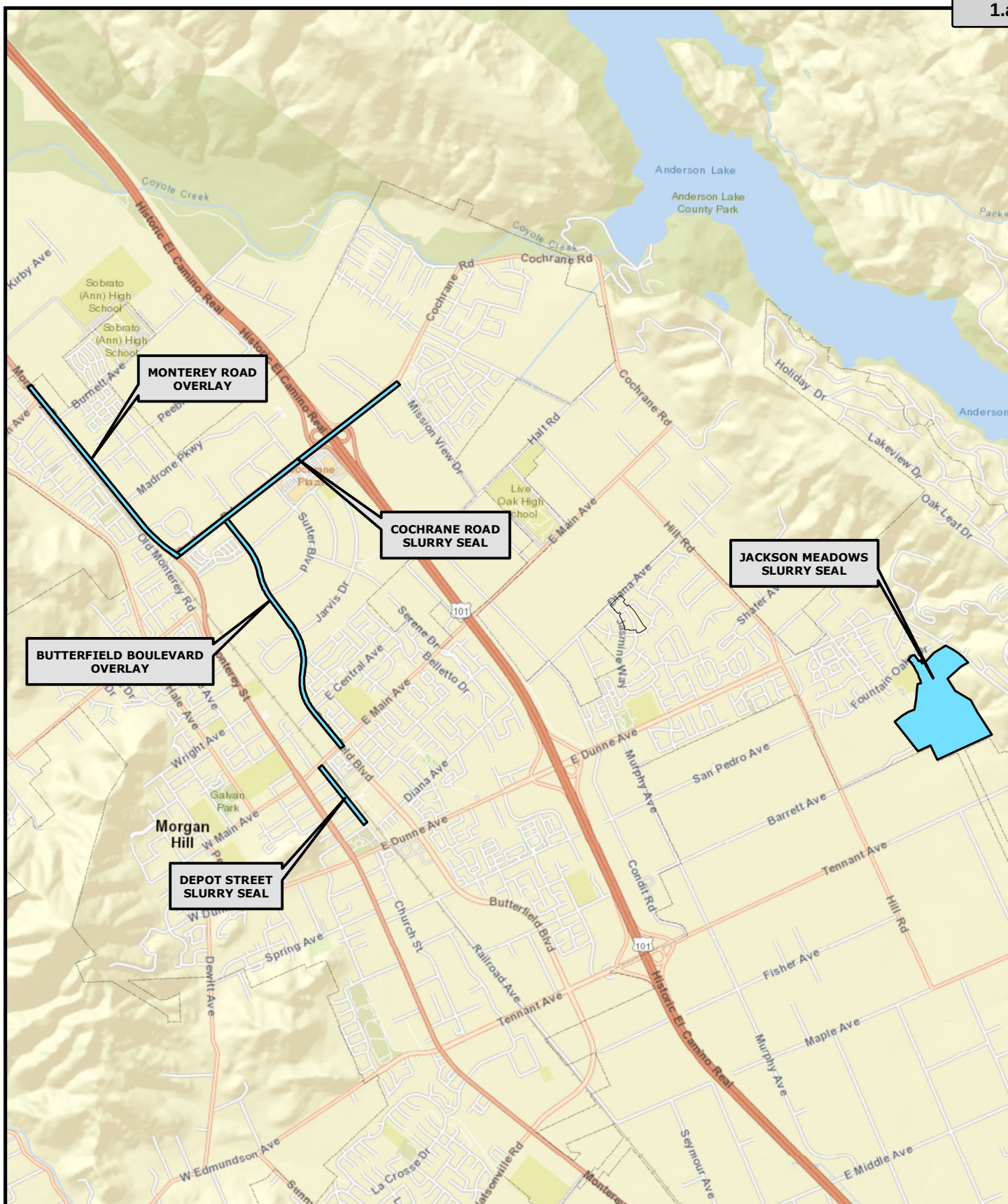
CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301(c) of the CEQA (Existing Facilities), as the subject work involves the repair, maintenance or minor alteration of existing City roadway facilities involving negligible or no expansion of use of those facilities.

LINKS/ATTACHMENTS:

1. Project Location Map
2. Notice of Completion 2019 Pavement Resurfacing 06-03-20
3. Funding Closeout Statement 2019 Pavement Resurfacing 06-03-20



Attachment: Project Location Map (2712 : Accept 2019 Pavement Resurfacing Project)



Engineering and Utilities Department
CIP Engineering Division

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2019 PAVEMENT RESURFACING PROJECT



0 1,100 2,200 4,400 6,600 8,800
 Feet

Record at the Request of
and When Recorded Mail to:

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

Record at No Fee Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

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

1) On June 26, 2019, the City of Morgan Hill, a Municipal Corporation, entered into a contract with Granite Rock Company for the 2019 Pavement Resurfacing Project located along Butterfield Blvd. from Cochrane Rd. to E. Main Ave., Cochrane Rd. from Monterey Rd. to Mission View Dr., Depot St. from E. Main Ave. to E. Dunne Ave., Monterey Road from 350' north of Tilton Avenue to Cochrane Road, Barrett Avenue from Sorrel Dr. to Trail Dr., Calico Ct., Cantor Ct., Cantor Dr., Casa Grande Ct., Cerro Vista Ct., Cerro Vista Dr., Mira Bella Cir, Mira Bella Pl., Mira Flores Ct., Mira Lagos Dr., Remington Ct., Sorrel Dr., Sundance Dr., Toro Vista Ct., Trail Dr., Vista del Valle and Vista del Valle Ct. in Morgan Hill, CA.

2) The owner of said property is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037, and is the owner of said property in fee simple.

3) The contractor is Granite Rock Company located at 5225 Hellyer Avenue, Suite #220, San Jose, CA 95138.

4) The surety is "Western Surety Company".

5) The project was completed on February 20, 2020 and accepted by the City Council of the City of Morgan Hill on June 3, 2020.

CITY OF MORGAN HILL, a Municipal Corporation

By _____
Scott Creer
City Engineer

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

Executed on _____, at Morgan Hill, California.

Scott Creer
City Engineer

CIP Contract Acceptance Funding Closeout Statement

Project:	2019 Pavement Resurfacing		
Project No:	519000		
Date of Project Award:	26-Jun-19	Project Award Amount:	\$3,943,225
Funding Source:	f308	Contingency Authorized:	\$394,323
Date of Project Acceptance:	3-Jun-20	Total Authorized:	\$4,337,548
		Actual Base Contract Spent:	\$3,903,702

Change Orders				
	Description	Date	Council Approval Req'd? (Y/N)	
C.O. #1:	Supplemental work adjustments	7-Jan-19	N	\$0
C.O. #2:	Bid item overages, additional Monterey Rd repair work & paving fabric, additional Butterfield paving repairs	17-Dec-19	N	\$342,082
C.O. #3:	Additional pavement grinding, spoils testing and disposal, additional utility adjustments	20-Mar-20	N	\$41,656
C.O. #4:	Contract balance	20-Mar-20	N	\$0
Total C.O.:				\$383,738

Additional Appropriations		
Source	Amount	Date
None		

		Total Construction Amount (Base Contract plus CO's):	\$4,287,440
Construction Fund Balance:	\$50,108		

Attachment: Funding Closeout Statement 2019 Pavement Resurfacing 06-03-20 [Revision 2] (2712 : Accept 2019 Pavement Resurfacing Project)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Bill Norman, Police Sergeant
APPROVED BY: City Manager

ACCEPT INSURANCE PROCEEDS AND APPROVE PURCHASE TO REPLACE COLLISION INVOLVED POLICE VEHICLE

RECOMMENDATION(S)

1. Accept the insurance proceeds estimated in the amount of \$68,215 for the 2013 Ford Interceptor Utility, #143;
2. Adopt a resolution amending the Fiscal Year 2019-20 adopted budget to appropriate \$68,215 as insurance proceeds revenue and \$80,537 as expenditure from the Equipment Replacement Fund (790) to purchase (including build-out) a patrol 2020 Ford Interceptor Utility;
3. Authorize the City Manager to approve the purchase order with Priority 1 Public Safety Equipment Installation Inc. for the purchase and outfitting of the new vehicle;
4. Declare the 2013 Ford Interceptor Utility #143 (VIN# 8414) to be a surplus; and
5. Authorize the disposal of the surplus vehicle in accordance with Section 3.04.400 of the City of Morgan Hill Municipal Code.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety

2020-2021 Strategic Priorities

Financial Sustainability

REPORT NARRATIVE:

Police Fleet Background

There are currently forty vehicles and five trailers in the Police Department's fleet. Seventeen patrol cars and three motorcycles are assigned to twenty-four patrol officers in the Field Operations Division. Eight unmarked police cars are assigned to eight detectives, all assigned to the Special Operations Division. Three unmarked police vehicles are assigned to the Administration Division. Vehicles are replaced approximately every six to ten years, depending on the type of vehicle and assignment. The Police Department's Vehicle Replacement Plan allows the City to financially plan for scheduled vehicle purchases to maintain safe, operational police vehicles for patrol officers, detectives, and civilian members of the Department.

A 2013 Ford Police Interceptor Utility (Patrol # 143) was involved in a vehicle collision in March 2020, which resulted in the vehicle sustaining significant damage. Due to the amount of damage sustained, the vehicle was determined to be a total loss by the City's insurance company. The vehicle was due to be replaced in July 2020. Staff recommends purchasing a 2020 Ford Police Interceptor Utility to replace the totaled 2013 Ford Interceptor Utility police vehicle:

Totaled Vehicle	Mileage	Replacement Vehicle
2013 Ford Interceptor – patrol car # 143	94,059	2020 Ford Interceptor Utility

The Police Department recommends purchasing the 2020 Ford Interceptor Utility through a third-party dealer, Priority 1 Public Safety Equipment Installation Inc., who will purchase the vehicle from Towne Ford in Redwood City CA, pursuant to Morgan Hill Municipal Code ("MHMC") Sections 3.04.150(2) and 3.04.180. The Ford Store of Morgan Hill is unable to order Police Interceptors from the Ford factory. There are no other local vendors that supply a Police Package Ford Police Interceptor Utility. Purchasing a base vehicle and making after-market changes to equip the vehicle with a Police Package is not cost effective. The Police Department has purchased twelve fleet vehicles in recent years through Priority 1 and the company has provided good customer service and delivered the vehicles within budget and on time.

COMMUNITY ENGAGEMENT: Inform

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

ALTERNATIVE ACTIONS:

Should the Council choose not to approve the purchase of the replacement vehicle for #143, the Police Department fleet will be short one vehicle and not have the adequate number of safe and operational vehicles required for a patrol division the size of Morgan Hill's.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has previously accepted the use of Priority 1 for the purchase and build-out of police vehicles.

FISCAL AND RESOURCE IMPACT:

This competitive bid price does not include the total vehicle build-out. The build-out cost includes special orders, tax, lights, siren, control modules, radio installation, computers, command system cargo box, and police decals.

The full cost of the vehicle including purchase price, build-out and tax is \$73,215. Staff recommends a 10% contingency plan for a total authorized purchase price of \$80,537. The City of Morgan Hill is estimated to receive \$68,215, in insurance proceeds from Sedgwick. Therefore, the net cost to the Equipment Replacement Fund is \$5,000 (prior to contingency), and there are enough contributions that are available to cover the net cost.

Build-out	Cost
Ford Interceptor Utility (replacing #143)	\$42,316

Emergency System Build-out/ Decals	\$24,874
Sales Tax	\$6,025
10% Contingency Plan	\$7,322
Total Cost	\$80,537
Estimated Insurance Payment	\$68,215
<u>Estimated Net Equipment Replacement</u>	<u>\$12,322</u>
<u>Fund Cost (includes 10% contingency)</u>	

Due to this unforeseen replacement of a damaged vehicle, staff recommends City Council adopt a resolution to amend the FY2019-20 adopted budget, to appropriate \$80,537, in the Equipment Replacement Fund (790.8500.43830), for the purchase of the replacement 2020 Ford Explorer Police Interceptor.

All proceeds from the surplus/salvage sale of existing vehicle #143 will go directly back to the Equipment Replacement Fund (790).

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

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

LINKS/ATTACHMENTS:

1. Priority_1_Public_Safety_Equipment_Installation_Inc._17436 #143
2. Budget Amendment Resolution



Priority 1 Public Safety Equipment Installation Inc.

425 Harbor Blvd. #6
Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
3/24/2020	2927

Name / Address
City of Morgan Hill 100 Edes Ct Morgan Hill, CA 95037

Attention
Sgt. Ramirez

Vehicle#	Terms	Rep
	Net 30	Marc

Item	Description	Qty	Total
K8A	2020 Ford Interceptor Utility, AWD, with the following equipment: (66A) Front Headlamp Lighting Solution, (99C) V6 EcoBoost Engine, (67V) Police Wire Harness, (43D) Dark Car Feature, (17T) Daome Lamp inCargo Area, (51S) Dual Spotlights, (59B) Keyed Alike 1284X, (90G) Ballistic Door Panels, Both DoorsLVL 4+, (52P) Hidden Door-Lock Plunger with rear Door Handles Inop, (76P) Pre-Collision Assist with Ped Detection, (76R) Reverse Sensing, (60R) Noise Suppression Bonds, (86T) Tail Lamp Housing, Police Interceptor.	1	42,316.00T
Tire Fee	Ca. Tire Tax Fee	1	8.75T
PRI-KIT	Wire harness-Relays, diodes, connectors, hardware etc.	1	550.00T
27.1.20	27 Circuit Power Distribution Center	1	620.00T
Z3	Code 3 Z3 siren controller	1	862.50T
C3100U	Code 3 100w siren speaker with universal mounting bracket	1	181.65T
21TRPL47	Code 3 47" 21TR Plus BYO Model Lightbar, Red/Wht and Blu/Wht with multi-colored arrowstick	1	1,925.00T
BK0534ITU20	Setina PB400 pushbumper	1	358.21T
FK0400ITU20	Setina Fender Wraps for PB400 Pushbumpers for 2020 Poilce Interceptor Utility	1	410.00T
MCRNTJ	Whelen micron snap in grill light split red/blue	2	252.72T
VTX609R	Whelen Vertex Hide-a-way super L.E.D, Red	1	109.35T
VTX609B	Whelen Vertex Hide-a-way super L.E.D, Blue	1	109.35T
ENT2B3-J	Sound Off under mirror intersector light red/blue	2	283.14T
Misc	Sound Off Adapters for intersection LED's	1	40.00T
Subtotal			
Sales Tax (9.0%)			
Total			

Attachment: Priority 1 Public Safety Equipment Installation Inc. 17436 #143 (2744 : APPROVE PURCHASE OF POLICE VEHICLE)



Priority 1 Public Safety Equipment Installation Inc.

425 Harbor Blvd. #6
Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
3/24/2020	2927

Name / Address
City of Morgan Hill 100 Edes Ct Morgan Hill, CA 95037

Attention
Sgt. Ramirez

Vehicle#	Terms	Rep
	Net 30	Marc

Item	Description	Qty	Total
GK10301S1UHKSSC...	Setina Dual T-Rail Shotgun and Universal Hand Cuff Key Override	1	376.00T
PK0374ITU20TM	Setina #6VS RP Coated Polycarbonate, Recessed Panel Partition (tall man)	1	718.00T
WK0040ITU20	Setina Window Barrier VS 3-Piece Set, Side Windows & Rear Hatch. Rear Cardo Compartment	1	338.00T
FE7502-RBL	Laguna ready buckle hard seat with rear poly partition for 2020 Utility	1	1,295.00T
WK0595ITU20	Setina Window Barrier VS Polycarbonate	1	260.00T
VD4502	Laguna Floor Pan with V-Drain	1	170.00T
CC-UV-L-20	Troy L shaped console for Ford Utility	1	400.95T
AC-INBHG	4 Inch Cup Holder	1	43.00T
L3-AP1SET	Troy DC outlet plug with black caps	2	22.00T
14152532	Blue Sea dual USB socket with cover	1	33.00T
MMSU1	Magnetic mic clip kit.	2	66.00T
TM-5502-UNIB	Hint tablet/modular mount	1	458.50T
DH-D911-12	Disply holder for Data 911	1	87.00T
ASFC-155-U2-821	Panorama flexi 152-821 meg antenna	1	65.00T
C23F-5F	CS23 16" radio cable	1	19.75T
DPX-210-270	Panorama VHF UHF diplexer	1	264.00T
C23F-1MP	Panorama CS23FME-MPL	1	19.75T
C74-FP-6-SMAP	Sharkee GPS cable SMA male	1	19.00T
APG500-Q-BL	GPS Low Profile Antenna, USB Connector	1	285.00T
GPSB	Panorama 4 element antenna	1	203.75T
Subtotal			
Sales Tax (9.0%)			
Total			

Attachment: Priority 1 Public Safety Equipment Installation Inc. 17436 #143 (2744 : APPROVE PURCHASE OF POLICE VEHICLE)



Priority 1 Public Safety Equipment Installation Inc.

425 Harbor Blvd. #6
Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
3/24/2020	2927

Name / Address
City of Morgan Hill 100 Edes Ct Morgan Hill, CA 95037

Attention
Sgt. Ramirez

Vehicle#	Terms	Rep
	Net 30	Marc

Item	Description	Qty	Total
933-0092A	D&R Sub-Frame used with Laguna Ready Buckle Seat System	1	300.00T
933-0683A	D&R Single Drawer Cabinet Used with Laguna Ready Buckle Seat System	1	1,400.00T
CM-732	Custom upper D&R Bar	1	125.00T
Misc	Tremco Ignition Security System	1	155.00T
Misc	Morgan Hill PD Graphics	1	400.00T
M8S211110-C	Data911 M8 System, Core I7 Processor, 16GB RAM, WIFI, 12.1 Standard Touchscreen (1699 MIT) Display, Std Keyboard, 36 Month Warranty, 120GB SSD, Windows 10 Pro.	1	6,950.00T
Paint	Paint Two Doors and Roof White	1	1,200.00T
Labor	Install Police Graphics on Vehicle	1	250.00
Labor	Install emergency equipment, lighting, radio, computer and gunlock system	1	3,000.00T
Freight	Freight	1	240.00T
Subtotal			\$67,190.37
Sales Tax (9.0%)			\$6,024.63
Total			\$73,215.00

Attachment: Priority_1_Public_Safety_Equipment_Installation_Inc._17436 #143 (2744 : APPROVE PURCHASE OF POLICE VEHICLE)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2019-20 ADOPTED BUDGET ACCEPTING AN ESTIMATED INSURANCE PAYMENT OF \$68,215 FROM SEDWICK INSURANCE AND APPROPRIATING \$80,537 FOR THE PURCHASE OF A NEW POLICE FORD INTERCEPTOR UTILITY THEREFOR

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

WHEREAS, the reasons supporting the purchase described in, and that is the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled "Accept insurance proceeds and approve purchase to replace collision involved police vehicle" submitted for City Council consideration at its meeting of June 3rd, 2020 submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, recommended amendments are needed and proposed to the City's previously adopted Annual Budget for Fiscal Year 2019-20, as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

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

WHEREAS, the 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 as follows:

- a. That the City is in support of the payment for the purchase of a new police Ford Interceptor; and
- b. That the City's previously adopted Fiscal Year 19-20 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and
- c. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 19-20 Budget of the City; and
- d. That the City Manager is hereby delegated authority to and is authorized to take all other ministerial actions that may be necessary or appropriate to implement the provisions of this Resolution.

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 3rd day of June 2020 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

ATTEST:

RICH CONSTANTINE, 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. 20-XXX adopted by the City Council at the meeting held on the 3rd day of June 2020.

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

DATE: _____

Irma Torrez, CITY CLERK

Attachment: Budget Amendment Resolution [Revision 6] (2744 : APPROVE PURCHASE OF POLICE VEHICLE)

EXHIBIT A**AGENDA BUDGET SCORECARD****FISCAL YEAR 2019-20****ADJUSTMENT #**

025

FUND:**DEPARTMENT:****OBJECT:**

790	Equipment Replacement Fund
8500	Equipment Replacement
43830	AUTO/TRUCKS

AGENDA DATE:

06/03/20

AGENDA ITEM TITLE:

Purchase of Police Vehicle

	07/01/19			06/30/20 PROJECTED
	BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	ENDING FUND BALANCE
ORIGINAL BUDGET	5,235,129	1,052,269	1,136,915	5,150,483
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	104,148	661,100	(556,952)
RECOMMENDED ACTION		68,215	80,537	(12,322)
RESULT OF RECOMMENDED ACTION	5,235,129	1,224,632	1,878,552	4,581,209

Attachment: Budget Amendment Resolution [Revision 6] (2744 : APPROVE PURCHASE OF POLICE VEHICLE)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Mario Ramirez,
APPROVED BY: City Manager

APPROVE AGREEMENT WITH COMMUNITY TOWING FOR POLICE INITIATED TOW SERVICES

RECOMMENDATION(S)

Approve and authorize the City Manager to execute and administer an agreement with Community Towing.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety

2020-2021 Strategic Priorities

Financial Sustainability

GUIDING DOCUMENTS

Public Safety Master Plan

REPORT NARRATIVE:

The City contracts police tow services for all police generated tows. The current contract expires on June 30, 2020. The purpose of this report is to summarize the results of the recent RFP process and request the Council's approval and authorization to enter into a new agreement for these needed services. The proposed term of the new service agreement is five years, starting on July 1, 2020, with an option to extend for two additional years.

In 2009, Council approved the implementation of the Franchise Tow Program (Program) designed to recover costs associated with the police generated tow for the removal and impound of vehicles. The City executed Franchise Tow Agreements to tow, impound, and release vehicles as authorized by 22850.5 of the California Vehicle Code. Per the Franchise Agreements, tow companies were required to pay the City 20% of the revenue received from police ordered tows. This included revenue from the tow fees, storage fees, and proceeds from vehicle lien sales when applicable. Revenue received from the tow companies was intended to offset City costs related to vehicle tows. The Police Department administered the program and was responsible for tracking all tow, monitoring revenues received, conducting audits of the tow companies, and holding regular meetings with the tow companies.

In 2011, City staff, in partnership with the tow companies, conducted an evaluation of the program and determined the Program administration was labor-intensive and cumbersome in that it kept the officer(s) who supervised the program away from patrol and other critical duties. As a result of the evaluation, changes to the program were made including transition from a percentage revenue split to a fixed fee charge. Council

approved a tow fee per police ordered vehicle of \$97.00 at that time. The revised program has significantly reduced the time required to administer the program. The program has set a consistent rate by tow companies for each tow and storage of vehicles as well as requiring background checks of tow drivers, and a fee structure that ensures 100% cost recovery to the City.

In 2018, City Staff again conducted a review of the program and learned that the current allowable charge for towing and storing of the vehicle was lower than those of our neighboring jurisdictions, including the Santa Clara County Sheriff's Office and the California Highway Patrol. Through this review, Council approved increasing the tow fee charges by towing companies from \$180.00 per hour to \$225.00 per hour, as well as an increase in the storage fee from \$60.00 per day to \$100.00 per day. The franchise tow fees, paid by the towing companies to the City, were also increased from \$97.00 per police ordered vehicle tow to \$128.00 per police ordered vehicle tow.

The Police Department issued a Request for Proposal on April 2, 2020 for police generated tows. One bid was received on the due date of May 1, 2020. The RFP was posted on the City website and was sent to each of the three local tow companies. Community Towing was the only tow company to submit a proposal and attend the mandatory pre-proposal conference. Community Towing's qualifications outlined in their proposal both meet and exceed the criteria set forth in the RFP. Community Towing is currently one of the franchise tow service providers and has an Agreement with the City with a term ending on June 30, 2020.

City Staff evaluated current tow fee rates and the franchise tow fee to ensure 100% cost recovery. City Staff is recommending an increase in tow charges from \$225.00 per hour to \$245.00 per hour, with a three percent escalator for each subsequent year, not to exceed \$275.00 per hour in year five of the Agreement. In addition, City Staff is recommending an increase in the franchise tow fee from \$128.00 per police ordered vehicle tow to \$132.00 per police ordered vehicle tow. Besides the franchise tow fee, the City also charges the vehicle owners \$165.00 per vehicle to release the vehicle.

The primary changes to the proposed Agreement allow the tow company to increase its rates for towing and increases the per vehicle franchise fee paid by the tow company to the City. City staff recommend entering into a new Agreement for five years with Community Towing, at which time the program will be reevaluated to ensure all Council directed program goals are being met. The new Agreement sets forth rates for the tow company as well as requires background checks of tow drivers and maintains a fee structure that provides 100% cost recovery for the City to administer the program.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the Tow Agreement between the City and Community Towing.

ALTERNATIVE ACTIONS:

Should the Council not approve this Agreement, the City would not maximize cost recovery for this program. The absence of this Agreement precludes the tow company

from having to pay the franchise tow fee. Additionally, having this Agreement in place guarantees a tow response within thirty minutes, which is necessary to clear traffic collisions, continue the flow of traffic, and maintain safety of the roadway.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In 2009, the Council approved the implementation of the Franchise Tow Program to recover the costs associated with police generated tows. Those Agreements called for tow companies to pay the City 20% of the revenue received from the police-related tow.

In 2011, because the management of the tow program was overly labor-intensive, the program was modified to a flat fee, instead of the 20% share, per police tow.

In 2018, the Council approved the increase in tow and storage fees, along with an increase to the franchise tow fee.

FISCAL AND RESOURCE IMPACT:

This Agreement will help ensure 100% cost recovery for police ordered tows. The program has generated on average \$67,000/year in revenues for the last two fiscal years. The revenues are deposited into the General Fund (010), where the associated expenditures to administer the program are included.

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.

LINKS/ATTACHMENTS:

1. Community Tow RFP
2. Community Tow Agreement

COMMUNITY TOWING

PROPOSAL FOR POLICE TOWING SERVICES



Community Towing
Contact: Gregory Sgarlato
16360 Monterey Road Suite 230
Morgan Hill, CA 95037
(408) 779-3833
communitytow@sgarlato.com

Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

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LETTER OF TRANSMITTAL	2
DETAILED RESPONSE	3

EXHIBITS

A – EMPLOYEE CONDUCT INFORMATION
 B – MISSION STATEMENT/PHILOSOPHY
 C – CTTA MEMBERSHIP CERTIFICATION
 D – EXAMPLE TRAINING LOG
 E – PRE-TRIP INSPECTION FORM
 F – GENERAL QUESTIONNAIRE
 G – NON-COLLUSION AFFIDAVIT
 H – LOSS RUNS

Community Towing
 16360 Monterey Road, Suite 230, Morgan Hill, CA 95037
 Tel (408) 779-3833 Fax (669) 888-3787
dickstow@sgarlato.com



April 23, 2020

To Whom It May Concern,

On behalf of Community Towing, I am pleased to present the City of Morgan Hill with our response to the Request for Proposals for Police Towing Services. All information provided within this proposal is propriety information and should be treated as such.

Community Towing Incorporated is a privately held corporation incorporated in the State of California. Our Federal Employer Identification Number is 84-4357773. I will serve as the primary contact for all RFP related communications, including any requests for clarification or other communication needed between the City of Morgan Hill and Community Towing. You may also reach our office manager, Jennifer Sgarlato-Kelley at our office phone number as a secondary contact. My information is as follows:

Gregory R Sgarlato

Secretary

Community Towing

16360 Monterey Road Suite 230

Morgan Hill, CA 95037

E: communitytow@sgarlato.com

P: (408) 779-3833

F: (669) 888-3787

Community Towing makes the following certifications and guarantees regarding this proposal:

- Community Towing will comply with all contract terms and conditions as indicated in this RFP.
- Community Towing will comply with the criteria identified in the Tow Policy.
- As the Secretary of Community Tow Inc, I am authorized to negotiate on behalf of Community Towing and shall be responsible for the management of any potential contract that may result from this procurement process. As an officer of this company, my signature has the authority to bind any contract that may result from negotiations with the City of Morgan Hill concerning this proposal.

Regards,
 Greg Sgarlato

Secretary

DETAILED RESPONSE TO EXHIBIT B AS LAID OUT IN RFP

A. Qualifications and Experience

1. Community Towing is an S corporation incorporated in the State of California on January 1st, 2020. The entity's address is 16360 Monterey Road Suite 230, Morgan Hill, CA 95037. The shareholders are Gregory Sgarlato, Glenn Sgarlato and Ronald Sgarlato. Community Towing was originally opened by the same shareholders as Dick's Automotive Transport DBA Community Towing on March 27th, 2018, before being filed with the Secretary of the State of California as a separate corporation.
2. The shareholders of Community Towing also hold positions with Dick's Automotive Transport, a towing company established in Campbell, California in 1957. Gregory Sgarlato is the Secretary, Ron Sgarlato is the President, and Glenn Sgarlato is the Treasurer.
3. Shareholders of Community Towing have also operated Dick's Automotive Transport since 1957.
4. We have never filed for bankruptcy protection.
5. Community Towing currently has Tow & Service Agreements with the California Highway Patrol (Hollister/Gilroy Office) and with the Santa Clara County Sheriff's Office. We have had these TSA's since 3/27/2018 under the current ownership. Community Towing provides towing services for impounded/stored vehicles, for vehicles being transported into evidence, and offers roadside assistance for patrol vehicles under these agreements. M Sakamoto is the towing liaison for CHP Hollister/Gilroy and can be reached at (408) 848-2324. Sergeant Varghese is the towing liaison for the Santa Clara County Sheriff's office and can be reached at (408) 808-4400.
6. Dick's Automotive Transport is one of the South Bay's premium towing companies, providing emergency roadside service and towing 24 hours a day since 1957. In 2018, we proudly acquired Community Towing in Morgan Hill to merge with our operations. Our dedication to service has been instrumental in setting the company above the rest in a competitive field. We pride ourselves in our immaculate, state of the art trucks, run by uniformed drivers who are trained, certified and committed to providing the best service possible. Dick's Automotive Transport has been a AAA contract station since 1968, and both businesses are members of the California Tow Truck Association (CTTA).

B. Method of Approach

1. The new owners of Community Towing worked with Gary Ponzini and the management previously in place to ensure a seamless transition in ownership. We are familiar with the City's Tow Policy as we have been towing for the Morgan Hill Police Department since 3/27/2018 under the current ownership. We have a facility located within the city limits of Morgan Hill, we lease the same storage facility from Gary Ponzini that was previously being used for vehicles towed by Community Towing prior to our ownership. We staff at least one driver during every hour of every day, no exceptions for holidays or weekends. We ensure that we always have a tow truck located within the City of Morgan Hill in the event a police call comes in. Our storage facility is comprised of both inside and outside storage, in the event a vehicle is required to be stored inside for evidentiary purposes. Our office is open from 8am to 5pm, Monday through Friday for vehicle/property releases and phone traffic. Outside of office hours, our phones are automatically transferred to a telephone answering service that we hold a contract with. We always have a supervisor on duty who is trained in the procedures of releasing vehicles or property to the correct parties, whether it be day or

night or weekends. All drivers are at least 21 years old and are currently enrolled in EPN and background check programs through HireRight. We employ a uniform service to ensure our employees are dressed identifiably and professionally. We are currently familiar with the response time requirements and know to inform the Communications Center if we are unable to respond within the time constraints. Community Towing already has a program in place to record and pay the city the franchise and administrative fees on the 15th of every month. Community towing is already established as holding the proper insurance and endorsements and our trucks and equipment is inspected every quarter of the year.

2. Our after-hours answering service is Los Gatos Telephone Answering Service and can be reached at (408) 399-2104. The main office can be reached at (408) 779-3833, this phone line is set up to be answered 24 hours a day, 7 days a week. Alternatively, Greg Sgarlato can be reached on his cell phone at (408) 592-9710 in the event of an emergency. Our Manager of Operations, Jesse Lares, can be reached at (408) 422-2884.
3. **A.** Once the appropriate representative has retrieved a vehicle release form from the Morgan Hill Police Department, they report to our office. Our office address is 16360 Monterey Road Suite 230, Morgan Hill, CA 95037. They must provide the release form to us and allow us to make a copy of their driver's license or photo identification. We will not allow a vehicle to be driven off our property unless it is by a licensed driver. In the event the person who retrieved the release does not have a license, they must bring a licensed driver with them who can legally drive the vehicle. The releasee will pay in full any towing/storage/lien fees associated with the vehicle at this time. Fees are previously approved through the Franchise Agreement. The customer is given a copy of the invoice, which itemizes the charges and offers proof of payment. Upon payment, the releasee is given a map with the address of our storage facility, where the vehicles are physically held and we arrange a company representative to meet them at the storage facility where they may drive their vehicle or have it towed out. In the event there is not a social distancing mandate and if we have a driver available, we may use our discretion to offer the releasee a ride to our storage facility. We reserve the right to refuse this offer for any reason.
B. In the event a representative has obtained a property release form from the Morgan Hill Police Department, they must report to our office with the paperwork and a photo ID. They will be directed to sign a form indicating that they have been notified that it is prohibited to remove anything bolted to the vehicle. We do not allow anyone to work on a vehicle on our property, due to insurance limitations. Once these requirements have been met, the representative is directed to the storage facility where an agent of Community Towing will allow them access to the vehicle to retrieve their belongings. If a vehicle is towed that has an open window that cannot be closed, or any damage resulting in the interior of the vehicle being exposed to the elements, we will use window wrap or tarp to shelter the vehicle upon delivery to our storage facility. In the event a vehicle owner wanted to take additional protective measures themselves, they would be able to do so once they have retrieved a vehicle or property release form from the police agency. Once a vehicle's owner has brought us a vehicle or property release, they may choose to allow an agent such as an insurance adjuster or body shop to appraise their vehicle or to retrieve the vehicle from our storage facility. We will accept verbal and written authorization to allow an authorized non-owner access to the vehicle. We do not allow unauthorized non-owners who have not obtained releases from the Police Department to access the vehicles in our storage facility.
C. Our drivers are trained to assess the physical state of vehicles before they are towed and point out any pre-existing damage or condition concerns to the officer on scene prior to removal of the vehicle. We have a supervisor designated to handle damage and demeanor related complaints. We impartially investigate any claims that damage was sustained while the vehicle was in our possession in a timely and complete manner. This may require us to

use third party mechanic or repair shops or photographic evidence from our security cameras, interviewing witnesses, etc. In the event the vehicle was found to have sustained damage while in our care, we would repair the damage or compensate the owner financially for damages.

D. We treat any claims of property damage the same as we would any other damage claims. After a full investigation, if we are determined to have caused injury to property, we would facilitate the repair of the property.

E. Once a vehicle is in our possession for 72 hours, we are legally required to file a lien against the vehicle. We use a third-party company to process our liens for us, this helps ensure compliance with all laws pertaining to lien sales and paperwork. Through the lien process with the Department of Motor Vehicles, the registered owner and any parties with an interest in the ownership of the vehicle (such as a lien holder, etc.) are notified via a mailing. We retain the Certificate of Mailing as proof of a notification attempt. Our address and phone number are on the mailing so that the recipient may contact us. Also detailed in the letter are the owner's options for a resolution and a breakdown of what the charges are pertaining to the vehicle's time in our possession.

F. If a complaint is received to our office from a member of the public, we perform a full investigation. This may require interviewing witnesses, receiving written statements from all parties, taking photographs, watching video, etc. Complaints may be investigated or resolved by supervisors Mike F. or Jesse L. they can both be reached at our office (408) 779-3833. It would take much time and paper to detail the possibilities of every different type of complaint and resolution our office could face. Please contact Jennifer Sgarlato-Kelley in the office in the event you have any questions.

4. Community Towing would inform the city of any policy changes that are either required by the city or would have a direct impact on the city by letter or phone as required. If the change requires the public be notified, it will be posted in our front office as our current public notices are. Examples of information changes would be AB306 (a law passed requiring towing companies to possess motor carrier permits), our posted tow and storage rates and the Towing Fees and Access Notice (this is a required notice that must be posted per the State of California). All forms are posted in our office in public view. Employee adherence to procedures is monitored through daily checks of their paperwork, GPS tracking, supervisor checks and employee meetings.
5. Community Towing accepts all major credit and debit cards as payment, provided the cardholder is present in our office with a photo identification. We will also accept cash and company checks from insurance companies and body shops. The drivers are issued credit card processing terminals so that they may securely receive payment while out running calls and we have a terminal in the main office for vehicle releases as well. We can provide text, email or paper receipts for credit card payments and email or paper receipts for invoices paid for with cash or check.
6. Community Towing maintains a secure and organized filing system. It is one of the main tools we use to ensure the smooth operation of our business. Every tow or service that is performed generates a paper invoice that contains wet signatures and all pertinent vehicle, location, payment and customer information. Those paper invoices are then used to create electronic copies in order to maintain a simple to understand electronic filing system so that we can easily locate the paper originals. We use a computer program called Omadi for our electronic filing needs and this enables us to look up invoices by location, VIN, plate, police record number, etc. We maintain an up to date excel spreadsheet in order to accurately track and pay the per tow franchise fee required by the City of Morgan Hill. We use google drive submission and response forms for our in-house dispatching of police and commercial requests. The supervisors and office staff are emailed a daily log generated by the after-

hours answering service that details every phone call they are part of. Various police agencies require us to maintain a yard control logbook of every vehicle that comes to the storage facility, so we maintain those record keeping books daily. Copies of the invoices and any pertaining 180 forms are available to the drivers after hours so that they may answer questions vehicle owners may have at night and over the weekend or release vehicles to the appropriate parties. We have a Fleet Locate account with Spireon in order to maintain GPS and speed tracking on the entirety of our fleet. Every truck is also equipped with technology that automatically records video and audio and can detect if smoke is in the trucks, if a driver rolled through a stop sign or ran a red light or committed other safety infractions so that we may coach and write up driver improvement plans as necessary. Recording will also automatically begin in the event the system registers any type of collision or contact with the body of the truck. We have radios installed in every vehicle in the fleet so that the office and dispatchers can better communicate with drivers. The trucks are each fitted with a tablet that enables messaging contact and an additional form of GPS fleet location.

7. As we are presently contracted to tow for the Morgan Hill Police Department, we have a method in place to receive vehicle releases from the Morgan Hill Police Department for vehicles shortly going to auction. Currently, we fax a request for vehicle release forms to the Record Department at Morgan Hill PD every week, prior to selling that week's vehicles at auction. We retrieve the release forms in person on a predetermined day. If an email address were to be provided to us, we would be able to send these request forms via email and receive the release forms this way as well. We are amenable to changing any current procedures in order to streamline processes as efficiently as possible for the City of Morgan Hill.
8. In the event it was requested that Community Towing provide a list of released vehicles every month, we would be able to do so via fax or email.
9. Unfortunately, our electronic record keeping practices would not allow for any outside agencies to have access; however, we are always on hand to provide access to invoices as you would need.
10. Please refer to Exhibit A to see the page of our employee handbook that outlines our Confidentiality requirements for employment. These standards are drilled into our employees upon hiring and training and we are fiercely dedicated to protecting the confidentiality of our customers, billing accounts and police agencies. Any breach of this policy will not be tolerated and legal action could be taken. Kindly refer to Exhibit B for details of Community Towing's mission statement, core values and employee relations philosophy. We are proud members of the California Tow Truck Association, an entity devoted to professionalism in the towing industry. They provide in depth, world class training that we enroll every driver in and are committed to advocacy in the towing industry, having created the Towing Regulatory and Oversight Council to lobby for positive change in the towing industry. (Certification of membership is attached as Exhibit C)

C. Safety and Compliance

1. Upon hiring, drivers undergo a training program that lasts one month or more, depending on their level of comprehension during the training program. The training they receive includes one on one training with the equipment and driving, hands on training, classroom training, videos and lectures. Attached as Exhibit D is an in-house training log the Community Towing trainer will use as they provide hands on training on a day to day basis. Drivers are enrolled in an in person, hands-on training class put on by the California Tow Truck Association entitled "Light Duty 101 Training." They may also be enrolled in a class through AAA titled "Light Duty Towing & Recovery."

They will also take an extensive class online put on by the National Highway Institute called National Traffic Incident Management Responder Training (TIMS) that provides first responders a shared understanding of the requirements for safe quick clearance of traffic incident scenes. Once an employee has been released from training and has worked on their own for approximately a month, we will schedule them for a ride along with Driver Awareness 24-7. They are an outside vendor dedicated to providing training instruction to businesses that employ professional drivers. Bruce, the owner of Driver Awareness, will ride with a driver for a shift or two and will assess the employee's ability to drive and perform their job safely, he will quiz them about laws they should be familiar with and will send us a detailed report with all of his findings and any recommendations for additional training that he feels is needed. In the event any driving infractions occurred or if an issue were brought to the attention of Community Towing, a driver would be scheduled for an additional ride along with Driver Awareness 24-7 for additional training or assessment.

2. Drivers inspect their equipment at the beginning of every shift, prior to driving away from the yard. Please refer to Exhibit E for an example of their pre-trip inspection form. Any issues indicated on the forms are inspected by a manager or mechanic and we repair any issues either in house or at the dealership in a timely manner. The California Highway Patrol conducts an inspection of every vehicle in the fleet quarterly. Upon a passing inspection, drivers are given a CHP form 234, a copy of which is kept in the truck's registration packet and the original is stored in our office.
3. Please see Exhibit H for loss run information. Dick's Automotive Transport and Community Towing share policies for insurance, garage keepers, workman's comp, etc. We have only been in operation in Morgan Hill as Community Towing since 3/27/2018 and have provided loss runs going back to 2017. Incidents for Community Towing have been highlighted for easier reference. Community Towing has not been party to any civil lawsuits or judgements at this time.

D. Facilities & Equipment

1. Our Fleet is comprised of seven flatbed light duty tow trucks, two light duty wheel lift tow trucks, one pick-up truck and a ford transit van both of which are used for light service and battery service. Below is a list of the truck numbers.

Truck #	GVWR	CLASS
3000	20000	FB
3001	26000	FB
3002	26000	FB
3003	26000	FB
3004	26000	FB
3005	26000	FB
3007	26000	FB
3030	20000	WHEEL LIFT
3031	26000	WHEEL LIFT
3070		SERV
3074		SERV

2. All trucks are outfitted with radios to ensure simple communication. We use an outside vendor, Crystal Communications, who provides and services these radios for us.

Supervisors are also issued hand-held radios and the dispatchers have desk units in their offices. The trucks also have tablets mounted to them which allow for us to track their location and send messages to the drivers. We have a Fleet Locate account with Spireon in order to maintain an additional system that monitors GPS location and speed tracking.

3. Our main office is in the Century Office Plaza at 16360 Monterey Road, Morgan Hill. It is comprised of a dispatch office, management office and front desk for customer transactions. The vehicles are stored at 17765 Laurel Road, Morgan Hill, CA. Additionally, space is leased from Community Garage at 19190 Monterey Road for parking purposes.
4. Our main office is in the Century Office Plaza at 16360 Monterey Road, Morgan Hill. The outer doors to the building automatically lock outside of business hours, as do the doors to our office. The driver's office and truck parking are located at Community Garage at 19190 Monterey Road, Morgan Hill. This location is fenced and gated outside of standard business hours and the driver's office has a locking door as well as security cameras. At the Laurel Road location, security cameras are in use. The yard is fully gated and has barbed wire running along the top. The inside storage at this location has cameras and a door that is always kept locked.

EXHIBIT A

EMPLOYEE CONDUCT

Conducting Personal Business

Employees are to conduct only Community Towing business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

Confidentiality

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of your work, you may have access to confidential information regarding Community Towing, its suppliers, its customers, or perhaps even fellow employees. You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

Conflicts of Interest

All employees must avoid situations involving actual or potential conflicts of interest. Business, personal or romantic involvement with a competitor, supplier, or subordinate employee of Community Towing, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to a company officer, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, Community Towing may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action up to and including termination.

Dating Policy

The organization strongly believes that an environment where employees maintain clear boundaries between employee personal and business interactions is most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between coworkers, it does establish very clear boundaries as to how relationships will progress during working hours and within the working environment. Individuals in supervisory relationships or other influential roles are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information and their ability to influence others.

Procedures

- During working time and in working areas employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.

EXHIBIT B

INTRODUCTION

Mission Statement

Community Towing is committed to delivering dependable, professional Roadside, Towing and Storage Services at a fair price. It is our employee's performance and dedication to excellence that allows us to honor our commitments to customers. Honoring commitments to employees, customers and the company will ensure a financially secure business and dependable employer.

Core Values

Punctuality and Timeliness – The ability to provide our service and the value customers receive for that service are directly tied to punctuality and timeliness.

Professional Conduct and Appearance - Approach others in a tactful manner; Stay in control under stressful situations; Treat others with respect and consideration regardless of their status or position; Accept responsibility for your own actions.

Honor Commitments - Follow through on commitments.

Good Judgment - Evaluate options in terms of consequences and make well-reasoned decisions timely. Ensure you consider safety, customer service and efficiency in your decisions.

Team Work – Balance your needs with those of the team. Contribute to the morale of the team and the success of others. The team needs you to be successful and you need the team to be successful.

Candor – Proactively listen, assume positive intent, and speak with candor. Demonstrate the courage to speak up and give feedback in an honest, sincere, and respectful manner. Share information, challenge assumptions, and acknowledge mistakes and failures.

Introductory Statement

Welcome! As a Team Member of Community Towing (the "Company"), you are an important member of a team effort. We hope that you will find your position rewarding, challenging, and productive.

Teamwork is the engine that drives our company and is essential to our success. If teamwork is the engine, the individual is the power. We believe in the power of the individual.

Attitude is the key to success. Community Towing expects all Team Members to follow these simple guidelines:

- Be Positive and Professional - Make internal and external customers your main focus
- SMILE - It's contagious, and the best way to improve your face value and ours!
- Be Enthusiastic - Interject your personality into your work.
- Be a Team Player - Teamwork is essential to our operation.
- Have a Sense of Urgency - On time, now. Meet time commitments and deadlines.

GENERAL POLICIES

Our Employee Relations Philosophy

Your position with the Company is as important to us as it is to you. You are investing a great deal of your time in your career here at Community Towing. We, in turn, will be investing in you through training and development to achieve both your goals and the Company's goals. We intend to provide good working conditions and opportunities that are consistent with your interests and your abilities. Good working relationships must be based on *mutually shared* values. The Company has developed the policies and procedures in this handbook with the objective of maintaining good working relationships among everyone on the team.

We all must seek to maintain high morale through mutual respect, shared opportunities, shared goals, and open, honest communication. Our goal is to provide facilities and working conditions that are safe, convenient and considerate of every employee. We seek to encourage and recognize individual accomplishments and to promote our people from within the Company whenever possible. Everyone here is expected to

- Respect the dignity of each individual;
- Respect the personal property of others;
- Freely share training, experience and assistance with fellow team members.

We believe that following this philosophy and sharing these values will ensure the kind of workplace in which we all can succeed.

At-Will Employment Status

Community Towing personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only a Company Officer of Community Towing has the authority to make any such agreement, which is binding only if it is in writing and signed by both parties.

Equal Employment Opportunity

Community Towing is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on an individual's race, ancestry, color, creed, gender (including gender identity and gender expression), religion or religious creed (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices) marital status, registered domestic partner status, age (40 and over), national origin (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, physical or mental disability (including HIV and AIDs), medical condition (including cancer or a record or history of cancer, and genetic characteristics), sex (including pregnancy, childbirth, breastfeeding or related medical condition), genetic information, sexual orientation, military and veteran status, denial of Family and Medical Care leave, or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of

EXHIBIT C

CERTIFICATE OF MEMBERSHIP

This Certificate is Presented to
Community Towing

in recognition of your membership in the

CALIFORNIA TOW TRUCK ASSOCIATION

"developing professionalism in the towing industry"

membership term: 04/01/2020 - 03/31/2021

EXHIBIT D

Dick's Automotive Transport

Towing Driver Training Log

Driver: _____ Driver Number: _____

Operations Manager: _____ Date: _____

Administration Personnel: _____

FTO: _____ Date: _____

FTO: _____ Date: _____

FTO: _____ Date: _____

Daily Paperwork: _____ FTO: _____ Date: _____

AAA: _____ AAA Over mileage: _____ AAA Plus: _____ Allstate: _____

Commercial Accounts: _____ State Farm: _____ Police Agencies: _____

Neatness: _____ Envelopes: _____ Time/Commission Sheets: _____

Radio Procedures: _____ FTO: _____ Date: _____

AAA Radio: _____ Shop Radio: _____ 10-Code: _____

Phonetic Alphabet: _____ Language: _____

Towing & Service Trouble Codes:

T-1 - _____ FTO: _____ Date: _____

Procedures: _____ Safety: _____ General Knowledge: _____

T-2 - _____ FTO: _____ Date: _____

Procedures: _____ Safety: _____ General Knowledge: _____

T-3 - _____ FTO: _____ Date: _____

Procedures: _____ Safety: _____ General Knowledge: _____

T-4 - _____ FTO: _____ Date: _____

Procedures: _____ Safety: _____ General Knowledge: _____

T-5 - _____ FTO: _____ Date: _____

Procedures: _____ Safety: _____ General Knowledge: _____

T-6 – _____ FTO: _____ Date: _____
 Procedures: _____ Safety: _____ General Knowledge: _____

T-7 – _____ FTO: _____ Date: _____
 Procedures: _____ Safety: _____ General Knowledge: _____

T-8 – _____ FTO: _____ Date: _____
 Procedures: _____ Safety: _____ General Knowledge: _____

T-10 – Conventional: _____ FTO: _____ Date: _____
 Sling: _____ Wheel-lift: _____ Dolly's: _____ Accidents: _____ Recoveries: _____

T-10 – Carrier: _____ FTO: _____ Date: _____
 Loading/Unloading: _____ Wheel-lift: _____ Accidents: _____ Recoveries: _____
 GVWR: _____ CHP Regulations: _____ Safety: _____ General Knowledge: _____

Driving Skills: FTO: _____ Date: _____
 Basic Driving Skill: _____ In-Tow: _____ Backing In-Tow: _____
 Safety: _____ Procedures: _____ Emergency Procedures: _____

Customer Relations: FTO: _____ Date: _____
 Courtesy: _____ Irate/Difficult Customer Behavior: _____ AAA Protocol: _____

Requirements by Law: _____ FTO: _____ Date: _____
 Valid Drivers License in Possession: _____ Yes / No
 Valid DMV Health Card for Medium/Heavy Duty Drivers in possession: _____ Yes / No
 Driver knows where Current Registration / Insurance Forms are in truck: _____ Yes / No
 Local Police Towing Permits in Application: _____

General Driver Knowledge by the End of Field Training:
Items Below are "Mandatory Training" by the FTO Training Process:

FTO: _____ Date: _____
 FTO: _____ Date: _____

Driver knows the Company Policy on Vehicle Pre-trip Inspections? _____ Yes / No
 Driver can properly fill out a Daily Pre-Trip Inspection Form: _____ Yes / No
 Driver is aware that a Signature is required on all Pre-Trip Inspection Forms: _____ Yes / No
 Driver can perform a complete DMV Pre-Trip Light Inspection: _____ Yes / No

What is the GVWR of the vehicle driver has trained in? _____
 What is the GVWR Bed Capacity of the Flatbed the driver was trained in? _____ N/A
 What is the Maximum "Load Rating" of the Flatbed the driver was trained in? _____ N/A

What is the Company Policy on Tire Pressure Ratings? _____
 What is DMV Minimum Tread Depths for Commercial Vehicles? Front _____ Rear _____

General Driver Knowledge by the End of Field Training:

Continued:

What is the Maximum Load Rating on each Dolly Tire? _____ N/A

What Diameter is the Wire Rope on the truck driver was trained in? _____

What is the Maximum Safe Working Load Limit of this Wire Rope? _____

What is the Working Length of this Wire Rope? _____

When are ANSI 2 Safety Vests Required to be worn? _____

Driver knows where Fire Extinguisher is located in truck? Yes / No

Driver is aware to check Fire Extinguisher Charge each day: Yes / No

Driver knows what to do if Extinguisher is not properly charged? Yes / No

Driver knows where First Aid Kit is located in truck? Yes / No

Does the training truck have a Full Air Brake System in it: Yes / No - N/A

Driver can perform a safety check of this Air Brake System: Yes / No - N/A

Driver has a Lockout Kit in Possession each day: Yes / No

Driver has a Flashlight in Possession each day: Yes / No

Driver has a Full Tool Kit in Possession each day: Yes / No

Is this new trained driver going to be a CHP Rotation Driver: Yes / No - N/A

Driver trained on all the components of truck that is required by CHP
to be a qualified CHP Rotation Driver: Yes / No - N/A

Driver trained in making proper turns while in tow: Yes / No

Driver trained in proper paint protection with tow lights: Yes / No

Driver trained about the law and hands free cell phone usage: Yes / No

Driver trained in proper uniform appearance: Yes / No

Driver trained in proper hygiene and grooming: Yes / No

Driver trained to give each Customer a Company Business Card at the end
of each service? Yes / No

Basic Training Complete: _____ Date: _____

Field Training Officer: _____ Date: _____

Field Training Officer: _____ Date: _____

Operations Manager: _____ Date: _____

EXHIBIT E

Pre-Trip Fleet Vehicle Inspection Form

DRIVER MUST INSPECT THE ASSIGNED VEHICLE BEFORE THE VEHICLE IS MOVED.

DRIVER: USE THIS CHECK LIST AS A GUIDE FOR INSPECTING THE VEHICLE.

CHECK "OK" IF ITEM FUNCTIONS PROPERLY AND "REPAIR" IF REPAIR IS NEEDED.

Vehicle Receiving Inspection: _____ License No. _____

Odometer Number: _____ Driver Name: _____

OK	REPAIR	ENGINE OFF CRITERIA
		ENGINE OIL WITHIN ACCEPTABLE LIMITS
		FAN BELTS TIGHT AND SHOW NO OBVIOUS DAMAGE
		COOLANT LEVEL ACCEPTABLE
		TIRE TREAD AND SIDEWALLS SHOW NO DAMAGE
		TIRE INFLATION
		WINDOWS CLEAN INSIDE AND OUTSIDE
		WINDSHIELD WIPERS CLEAN AND NOT STUCK TO WINDSHIELD
		SEAT BELT FUNCTIONS CORRECTLY
		EMERGENCY / INCIDENT REPORTING KITS AVAILABLE
		FIRE EXTINGUISHER AVAILABLE
		ENGINE ON CRITERIA
		HEADLIGHTS FUNCTION ON BOTH HI AND LO BEAM
		TURN SIGNALS FUNCTION
		BRAKE LIGHTS FUNCTION INCLUDING THIRD BRAKE LIGHT
		REVERSE LIGHTS / BACK UP ALARM FUNCTIONS
		FLUID LEAKS DISCOVERED
		HORN SOUNDS
		MIRRORS FUNCTION AND ARE CLEAN
		BRAKES FUNCTION CORRECTLY
		ANY NEW DAMAGE NOTED PRIOR TO USING THIS VEHICLE?

NOTES: _____

I have personally inspected the vehicle above and have found it to be in the condition listed above.

Signature: _____ Date: _____

☐ Defects do not need to be corrected for safe operation

☐ Defects corrected

Certified by _____

Mechanic Signature

Reviewing Driver
Signature _____

EXHIBIT F

EXHIBIT F

GENERAL QUESTIONNAIRE

REQUIREMENTS FOR POLICE TOWING SERVICES

Please give detailed and specific answers for questions that require an explanation. Use additional sheets of paper if additional space is needed, and include the corresponding question number next to your answer.

Name of company: COMMUNITY TOWING
 Name of contact person: Greg Sgarlato
 Name of owner/president: Ronald Sgarlato
 Contact person phone number: (408) 779-3833
 Contact person e-mail: communitytow@sgarlato.com
 Business office address: 16360 Montcrey Rd #230
Morgan Hill, CA 95037
 Tow yard address: 17765 Laurel Rd
Morgan Hill, CA 95037

- | Yes | No | Tow Service Requirement |
|-------------------------------------|-------------------------------------|---|
| ☒ | ☐ | 1. Towing Services are available on a 24 hour/7 days a week basis? |
| ☒ | ☐ | 2. Do you have a valid and current DMV Certified California Motor Carrier Permit or USDOT Motor Carrier number?
**If yes, give ID # <u>0448976</u> |
| ☒ | ☐ | 3. Is the business certified to tow vehicles for the California Highway Patrol? |
| ☒ | ☐ | 4. Is business office located within a five (5) mile radius from Morgan Hill Police Department? If not, give business address and distance in miles from Morgan Hill City Hall. |
| ☐ | ☒ | 5. Is towing company able to respond to normal towing requests within 20 minutes when heavy duty or super heavy duty tow is not required, within 45 minutes when a heavy duty (Class C) or super heavy duty (Class D) tow is required, and within 30 minutes after normal business hours? **If not, please explain.
<u>we do not have capability for Heavy duty or super heavy tow services.</u> |

Yes No

☒☐**Tow Service Requirements (cont.)**

6. Do you participate in the DMV Employer Pull Notice (EPN) Program? ** If no, please provide explanation.

Yes No

☒☐**Tow Yard Requirements**

7. Does your storage area meet the requirements in the Tow Police Guidelines and Requirements? **If no, please explain.

☒☐

8. Is storage facility accessible twenty-four (24) hours a day, seven (7) days a week? ** If not, please explain.

☐☒

9. Do you have a secondary storage facility? **If yes, give facility addresses) and distance in miles from business office and from Morgan Hill City Hall.

10. Where will you store vehicles towed or impounded from Morgan Hill under this contract? Please provide address:

17765 Laurel Rd, Morgan Hill, CA 95037

☒☐

11. Does your evidence hold area meet the requirements in the Tow Police Guidelines and Requirements? **If no, please explain.

Yes No

Business Office

12. Do you have a full-time manager that has a minimum of two (2) years verifiable for-hire towing experience? Please provide proof.
13. Are signs that identify business to the public as a tow service visible and legible from the street during daylight and evening hours?
Signage posted inside office building.
14. Are business hours and fees pertaining to tow service, storage charges, and miscellaneous related charges posted for public view in an unobstructed area inside and outside the office?
15. Does business provide a number to call for service when the office is closed? **If yes, please provide an explanation of procedure.
Phones automatically transfer to after hours service outside business hours
16. Does your business have a reliable communication system in place that enables requests for service 24 hours a day/7 days a week? **If yes, please explain what this system is.
Maintain contact w/ drivers over phone, radio & messaging. Phones available 24-7.
17. Is the telephone number answered by a live voice that can respond to customers and attend to their requests after normal business hours including weekends and holidays? Provide details.
Phones are answered 24/7 by either office staff or after-hours service.
18. Does business have procedures to train its employees on company policies, customer service, handling transactions related to towing, storage, and release of property and/or vehicles? **If yes, please provide an explanation of procedures.
Training procedures are extended to all drivers that includes writing invoice, handling transactions & the customer service requirements. Supervisors are trained to release vehicles and are always available to do so.

- ☒ ☐ 19. If you are the owner, do you have a minimum of two (2) years verifiable for-hire towing experience? **Provide additional information for consideration.
-
-

Yes No

- ☒ ☐ 20. Do you have a full-time driver that has a minimum of two (2) years verifiable for-hire towing experience? **If yes, how many drivers do you have that have the minimum two (2) years verifiable for-hire towing experience? 8

- ☒ ☐ 21. Do you have at least one (1) driver who has five (5) years verifiable for-hire salvage and recovery experience? **If yes, how many drivers with five (5) verifiable years' for-hire salvage and recovery experience do you have? 2

- ☒ ☐ 22. Are Tow Truck Drivers at least twenty-one years of age with the proper licenses and medical certificates if required?

23. Please provide the following information on all current employees and those employed within the last year: name, date of birth, California driver's license number; copies of certificates for class of vehicle employee will drive; verification of training as defined by Sec. 2436.5 of CVC; and include pictures of current employees in uniform.

- we will provide on date of inspection.

Yes No

- ☒ ☐ 24. Does business have a procedure to train its truck drivers in the proficient use of the tow truck and related equipment and in performing towing and recovery operations in a safe and expedient manner? **If yes, explain procedure and include training outline or curriculum.

See section C of detailed
response to Exhibit B

Yes No

- ☒ ☐ 25. Class A: Light Duty - Does business have a minimum of two (2) operational tow trucks with a manufacturer's gross vehicle weight

rating (GVWR) of 14,000 to 25,999 pounds with wheel lift capability or car carrier? If yes, how many? Provide copies of DMV registration of those vehicles that will service the City of Morgan Hill.

☐☒

26.

- we will provide registration on inspection da

Class B: Medium Duty - Does business have a minimum of one (1) operational tow truck with a manufacturer's GVWR of 26,000 to 47,999 pounds? The truck must be equipped with air brakes, a tractor protection valve or device, and capable of providing and maintaining continuous air to the towed vehicle.

Provide Information on your Class B Trucks below, and provide copies of DMV registration of those vehicles that will service the City of Morgan Hill.

Medium duty tows may be sub-contracted

☐☒

27.

out to Dick's Auto, who will charge community towing an hourly rate per service. On a case by case basis

Class C: Heavy Duty - Does business have a minimum of one (1) operational three axle tow truck with a manufacturer's GVWR of at least 48,000 to 51,999 pounds? The truck must be equipped with air brakes, a tractor protection valve or device and capable of providing and maintaining continuous air to the towed vehicle. It must have a 25 ton recovery equipment rating, and must include 200 feet of 5/8" cable or OEM specifications. Can the Heavy Duty truck respond within 45 minutes during regular business hours and 60 after hours?

Provide Information on your Class C Trucks below, and provide copies of DMV registration of those vehicles that will service the City of Morgan Hill.

☐☒

28.

Class D: Super Heavy Duty - Does business have a minimum of one (1) operational three axle tow truck with a Gross Vehicle Weight rating at least 52,000 pounds. The truck shall be equipped with air brakes and must be capable of providing and maintaining continuous air to the towed vehicle. (If this class of tow truck is used exclusively for salvage and recovery operations, there is no requirement for providing and maintaining continuous air to the towed vehicle.) Class D equipment must have a 30 ton recovery equipment rating, and must include 250 feet of 3/4" 6x19 cable or OEM specifications. Can

the Super Heavy Duty truck respond within 45 minutes during regular business hours and 60 minutes after hours?

Provide Information on your Class D Trucks below, and provide copies of DMV registration of those vehicles that will service the City of Morgan Hill.

- ☐ ☐ 29. Does your business maintain and equip tow trucks with auxiliary equipment to be used when appropriate in order to properly and safely tow vehicles? Please provide details.

unclear what 'auxiliary' equipment
you refer to.

- ☒ ☐ 30. Is a comprehensive and current pricing sheet for services maintained in all tow trucks?

Yes No

- ☒ ☐ 31. Do you own more than 50% of another tow business or are you the parent or subsidiary of another towing company? **If yes, list other business(es), include city, state, and ownership capacity, e.g., owner, subsidiary, etc.

Campbell, CA - Same Share holders
Pick's Automotive Transport

- ☒ ☐ 32. Are you directly involved with any other towing business? **If yes, list other business(es) and your involvement, e.g., owner, subsidiary, etc.

See above.

- ☐ ☒ 33. Are you directly or indirectly associated with a company providing private security services or private property impounds (PPI)? **If yes, please identify and provide details.

☐ ☒ 34.

Are you associated with any other towing service company that may participate in this RFP? **If yes, please provide details.

Yes **No**

☒ ☐ 35.

Are all originals records of business transactions retained on-site? **If no, explain where records are kept and give location name and address.

☒ ☐ 36.

At a minimum, do business invoices include vehicle description, service begin and end time, type of service, location of service, itemized cost breakdown of service, driver's name, and type of tow truck used? ** Please attach a blank original invoice.

CA#: 0448976



(408) 374-8890

888 Camden Ave. Campbell, CA 95008
www.sgarlate.com

(408) 779-3833

16360 Monterey Rd. Suite 230 Morgan Hill, CA 95037
www.communitytowingmh.com

3.a

24-HOUR
TOWINGUPON REQUEST, YOU ARE
ENTITLED TO RECEIVE A COPY
OF THE TOWING FEES AND
ACCESS NOTICE.

NAME		DATE		TIME		
ADDRESS				PHONE		
YR	MAKE	COLOR	MODEL	LICENSE NUMBER	VIN	
PULL AXLES	REMOVE DRIVE SHAFT	RUN AIR	REAR TOW	FRONT TOW	REMOVE FRONT BUMPER	
TOWED FROM	DESCRIPTION					
VOID					↓	
						TOWED TO
FINISH	PREVIOUS DAMAGE					
START	☐ TOW LIGHTS ☐ TIE ROPE					
TOTAL	MILES/HOURS @ \$ _____ PER MILES/HOURS _____					
CREDIT CARD ☐	CHECK ☐	CASH ☐	CHARGE ☐	ADVANCE TOW & STORAGE STORAGE _____ DAYS @ \$ _____ PER DAY		
X _____ AUTHORIZED SIGNATURE				TOTAL AMOUNT		
_____ DRV. TRUCK #						

RELEASE TO

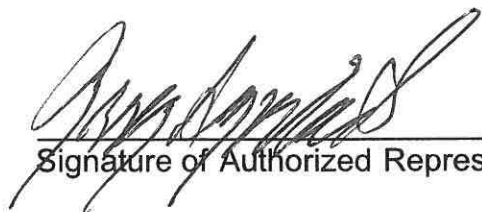
Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

EXHIBIT G

EXHIBIT G

NON-COLLUSION AFFIDAVIT

The Proposer declares, by signing and submitting a proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his, her or its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the Proposer.



Signature of Authorized Representative

Gregory Sgarlato
Name of Authorized Representative

4-30-20
Date

Secretary
Title

EXHIBIT H

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # :	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number:		4340133389		Account Number:		4083748890		BU:		Alternative Markets Business Unit			
Claim Sub Number / Loss Type		Loss Date		Status		Reported Date		Driver Name		Loss Description		Loss Information	
1 AUTO BI		12/06/2017		Closed		12/12/2017		John M Durand		IV rear-ended stopped OV at stop light.		Paid Losses: 2,186.00	
												Expenses: 0.00	
												Reserves: 0.00	
												Gross Incurred: 2,186.00	
												Recoveries: 0.00	
												Net Incurred: 2,186.00	

Date Printed: 2/18/2020

Page Number: 1

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # : CPO 1640853
Line Of Business: AUTOMOBILE

Policy Effective Date: 11/12/2017

Claim Number: 4340133389		Account Number: 4083748890		BU: Alternative Markets Business Unit			
Claim Sub Number / Loss Type	Loss Date	Status	Reported Date	Driver Name	Loss Description	Loss Information	
1 AUTO - PD	12/06/2017	Closed	12/12/2017	John M Durand	IV rear-ended stopped OV at stop light.	Paid Losses:	1,169.81
						Expenses:	0.00
						Reserves:	0.00
						Gross Incurred:	1,169.81
						Recoveries:	0.00
						Net Incurred:	1,169.81

Date Printed: 2/18/2020

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # :	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number:		4340133334		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1		12/02/2017	Closed	12/11/2017	Conrado Martinez	IV backed into OV		Paid Losses:		0.00	
AUTO - PD								Expenses:		150.35	
								Reserves:		0.00	
								Gross Incurred:		150.35	
								Recoveries:		0.00	
								Net Incurred:		150.35	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # : CPO 1640853
Line Of Business: AUTOMOBILE

Policy Effective Date: 11/12/2017

Claim Number: 4340133389		Account Number: 4083748890		BU: Alternative Markets Business Unit			
Claim Sub Number / Loss Type	Loss Date	Status	Reported Date	Driver Name	Loss Description	Loss Information	
2 AUTO BI	12/06/2017	Closed	12/12/2017	John M Durand	IV rear-ended stopped OV at stop light.	Paid Losses:	2,003.00
						Expenses:	0.00
						Reserves:	0.00
						Gross Incurred:	2,003.00
						Recoveries:	0.00
						Net Incurred:	2,003.00

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy #:	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number:		4620190806		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1		01/12/2018	Closed	01/15/2018	Rodney E Enko	IV struck Ped in crosswalk		Paid Losses:		1,000,000.00	
AUTO BI								Expenses:		22,445.92	
								Reserves:		0.00	
								Gross Incurred:		1,022,445.92	
								Recoveries:		0.00	
								Net Incurred:		1,022,445.92	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # : CPO 1640853 **Policy Effective Date:** 11/12/2017
Line Of Business: AUTOMOBILE

Claim Number: 4620189985		Account Number: 4083748890		BU: Alternative Markets Business Unit			
Claim Sub Number / Loss Type	Loss Date	Status	Reported Date	Driver Name	Loss Description	Loss Information	
1 AUTO - PD	12/01/2017	Closed	12/05/2017	unknown;;;	IV reversed & struck stopped OV	Paid Losses:	2,440.05
						Expenses:	144.45
						Reserves:	0.00
						Gross Incurred:	2,584.50
						Recoveries:	71.50
						Net Incurred:	2,656.00

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # :	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number:		4620189830		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1 AUTO - PD		11/22/2017	Closed	11/27/2017	Timothy Fontenot	IV was turning into gas station, OV1 tried to prevent IV to		Paid Losses:		4,868.98	
								Expenses:		5.50	
								Reserves:		0.00	
								Gross Incurred:		4,874.48	
								Recoveries:		0.00	
								Net Incurred:		4,874.48	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # : CPO 1640853
Line Of Business: AUTOMOBILE

Policy Effective Date: 11/12/2017

Claim Number:		4620192414		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1		03/27/2018	Closed	04/02/2018	Aaron M Milne	IV struck parked OV, while backing out of a driveway.		Paid Losses:		3,469.66	
AUTO - PD								Expenses:		185.40	
								Reserves:		0.00	
								Gross Incurred:		3,655.06	
								Recoveries:		0.00	
								Net Incurred:		3,655.06	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # :	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number:		4620193013		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1 AUTO - PD		04/28/2018	Closed	04/30/2018	Jeffrey L Moats	IV was backed into a parking spot, he looked one direction a		Paid Losses:		5,295.85	
								Expenses:		137.40	
								Reserves:		0.00	
								Gross Incurred:		5,433.25	
								Recoveries:		0.00	
								Net Incurred:		5,433.25	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # :	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number:		4620195646		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1		08/10/2018	Closed	08/20/2018	Anthony H Gonzalez	IV was going northbound on white oak but traffic slowed down		Paid Losses:		4,706.16	
AUTO - PD								Expenses:		35.00	
								Reserves:		0.00	
								Gross Incurred:		4,741.16	
								Recoveries:		0.00	
								Net Incurred:		4,741.16	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # :	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number: 4620194677		Account Number: 4083748890		BU: Alternative Markets Business Unit		
Claim Sub Number / Loss Type	Loss Date	Status	Reported Date	Driver Name	Loss Description	Loss Information
1 AUTO - PD	07/11/2018	Closed	07/12/2018	Jaime G Cardiel	IV was NB on Camden Ave in the 3rd lane preparing for a turn	Paid Losses: 10,805.94 Expenses: 182.00 Reserves: 0.00 Gross Incurred: 10,987.94 Recoveries: 0.00 Net Incurred: 10,987.94

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # : CPO 1640853 **Policy Effective Date:** 11/12/2017
Line Of Business: AUTOMOBILE

Claim Number:		4620194260		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1		06/22/2018	Closed	06/22/2018	Scott K Ruminski	Other vehicle was backing up and collided with the insured v		Paid Losses:		0.00	
AUTO - PD								Expenses:		0.00	
								Reserves:		0.00	
								Gross Incurred:		0.00	
								Recoveries:		0.00	
								Net Incurred:		0.00	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy #:	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number:		1620158657		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1 COLLISION		10/27/2018	Closed	11/01/2018	Unknown;;;	IV was mid-turn in intersection it was a double turn lane wh		Paid Losses:		0.00	
								Expenses:		0.00	
								Reserves:		0.00	
								Gross Incurred:		0.00	
								Recoveries:		0.00	
								Net Incurred:		0.00	

Date Printed: 2/18/2020

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # : CPO 1640853
Line Of Business: AUTOMOBILE

Policy Effective Date: 11/12/2017

Claim Number: 4620197340		Account Number: 4083748890		BU: Alternative Markets Business Unit			
Claim Sub Number / Loss Type	Loss Date	Status	Reported Date	Driver Name	Loss Description	Loss Information	
1 AUTO - PD	10/27/2018	Closed	11/01/2018	Richard Zerbin	IV was mid-turn in intersection it was a double turn lane wh	Paid Losses:	0.00
						Expenses:	0.00
						Reserves:	0.00
						Gross Incurred:	0.00
						Recoveries:	0.00
						Net Incurred:	0.00

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # :	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number:		4620197959		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1 AUTO - PD		09/22/2018	Closed	11/30/2018	Steven Morris	Unknown how the accident occurred.		Paid Losses:		0.00	
								Expenses:		0.00	
								Reserves:		0.00	
								Gross Incurred:		0.00	
								Recoveries:		0.00	
								Net Incurred:		0.00	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # :	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number: 1620157160		Account Number: 4083748890		BU: Alternative Markets Business Unit			
Claim Sub Number / Loss Type	Loss Date	Status	Reported Date	Driver Name	Loss Description	Loss Information	
1 GARAGE KEEPERS LIAB- COLL	07/26/2018	Closed	08/23/2018		EE had claimant drive VH up onto the ramp and the EE strappe	Paid Losses:	8,487.00
						Expenses:	651.40
						Reserves:	0.00
						Gross Incurred:	9,138.40
						Recoveries:	-1,000.00
						Net Incurred:	8,138.40

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # :	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number:		1620151561		Account Number:		4083748890		BU:		Alternative Markets Business Unit			
Claim Sub Number / Loss Type		Loss Date		Status		Reported Date		Driver Name		Loss Description		Loss Information	
1		12/01/2017		Closed		12/05/2017		unknown;;;;		IV reversed & struck stopped OV		Paid Losses: 0.00	
COLLISION												Expenses: 0.00	
												Reserves: 0.00	
												Gross Incurred: 0.00	
												Recoveries: 0.00	
												Net Incurred: 0.00	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # : CPO 1640853
Line Of Business: AUTOMOBILE

Policy Effective Date: 11/12/2017

Claim Number:		1620156193		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1 COLLISION		07/11/2018	Closed	07/12/2018	Jaime G Cardiel	IV was NB on Camden Ave in the 3rd lane preparing for a turn		Paid Losses:		3,669.81	
								Expenses:		177.50	
								Reserves:		0.00	
								Gross Incurred:		3,847.31	
								Recoveries:		0.00	
								Net Incurred:		3,847.31	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy # :	CPO 1640853	Policy Effective Date:	11/12/2017
Line Of Business:	AUTOMOBILE		

Claim Number:		1720090998		Account Number:		4083748890		BU:		Alternative Markets Business Unit	
Claim Sub Number / Loss Type		Loss Date	Status	Reported Date	Driver Name	Loss Description		Loss Information			
1 COLLISION		06/22/2018	Closed	06/22/2018	Scott K Ruminski	Other vehicle was backing up and collided with the insured v		Paid Losses:		1,125.25	
								Expenses:		316.29	
								Reserves:		0.00	
								Gross Incurred:		1,441.54	
								Recoveries:		-995.84	
								Net Incurred:		445.70	

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Policy Total:	1640853	Paid Losses:	1,050,227.51
Policy Effective Date:	11/12/2017	Expenses:	24,431.21
Number of Claims for this Policy Term==>	17	Reserves:	0.00
		Gross Incurred:	1,074,658.72
		Recoveries:	-1,924.34
		Net Incurred:	1,072,734.38

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The Recipient specifically and expressly agrees that it will not use, disseminate, or in any way disclose any Confidential Information of the Disclosing Party to any party other than its subsidiaries, affiliates, directors, officers, employees, representatives, advisors, or reinsurers who directly need to know the information.

Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claim Detail Report by Policy



Policy Number:	CPO	Account Name:	DICKS AUTOMOTIVE TRANSPORT INC
Policy Year:	2017	Producer Name:	ARROWHEAD GENERAL INSURANCE AGENCY, INC
Business Unit Name:	Alternative Markets Business Unit	Valuation Date:	02/17/2020
Policy Year Range:	2017 through 2020	Producer ID:	76965000

Grand Total: 1640853

Paid Losses: 1,050,227.51
Expenses: 24,431.21
Reserves: 0.00
Gross Incurred: 1,074,658.72
Recoveries: -1,924.34
Net Incurred: 1,072,734.38

Number of Claims for this Policy=> 17

Date Printed: 2/18/2020

Page Number: 21

The Recipient specifically and expressly agrees that it will not use, disseminate, or in any way disclose any Confidential Information of the Disclosing Party to any party other than its subsidiaries, affiliates, directors, officers, employees, representatives, advisors, or reinsurers who directly need to know the information.

Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Loss Run For Policy Number UXQ0032301

Activity Period: 2/13/2020 and 2/13/2020

Loss Dates: 1/1/1900 and 12/31/2025



Policy Holder: Dick's Automotive Transport Inc.

Policy Number: UXQ0032301 (Toldo-United Specialty Ins Co/TUM_TILT)

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL190775-001	Fung, Patrick	CA	Closed									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$6,888.04	\$6,888.04	\$291.00	\$291.00	\$0.00	\$7,179.04	\$7,179.04
	11/12/2018-11/11/2019	1/5/2019	2/9/2019	Claim Type: AUTO-Auto Property Damage						Activity In Period	\$0.00	\$0.00

Description: ID: April Elliott hydroplaned on freeway hitting center divide.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL190775-002	Fung, Fe Nadine	CA	Closed									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$16,652.20	\$16,652.20	\$0.00	\$0.00	\$0.00	\$16,652.20	\$16,652.20
	11/12/2018-11/11/2019	1/5/2019	7/30/2019	Claim Type: AUTO-Auto Bodily Injury						Activity In Period	\$0.00	\$0.00

Description: ID: April Elliott hydroplaned on freeway hitting center divide.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL190775-003	FUNG, PATRICK	CA	Closed									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
	11/12/2018-11/11/2019	1/5/2019	7/29/2019	Claim Type: AUTO-Auto Bodily Injury						Activity In Period	\$0.00	\$0.00

Description: ID: April Elliott hydroplaned on freeway hitting center divide.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL191058-001	Nichols, Peter	CA	Closed									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$2,750.00	\$2,750.00	\$144.00	\$144.00	\$0.00	\$2,894.00	\$2,894.00
	11/12/2018-11/11/2019	10/3/2019	5/18/2019	Claim Type: AUTO-Auto Property Damage						Activity In Period	\$0.00	\$0.00

Description: ID: Sergio Valdes, V1 and V2 tried to switch lanes at the same time, contacted each other.

Report run: 2/14/2020 2:28:41 AM

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Claims Cost Detail

As of FEBRUARY 13, 2020

TUMI – Trinity Underwriting Managers – UNITED SPECIALTY INSURANCE COMPANY

Insured/DICK'S AUTOMOTIVE TRANSPORT INC	UXQ500136-00	11/12/2019-11/12/2020
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No Claims Reported

Totals for Insured/ DICK'S AUTOMOTIVE TRANSPORT INC	UXQ500136-00	11/12/2019-11/12/2020
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Loss Run For Policy Number UXQ0032301

Activity Period: 2/13/2020 and 2/13/2020

Loss Dates: 1/1/1900 and 12/31/2025

Policy Holder: Dick's Automotive Transport Inc.

Policy Number: UXQ0032301 (Toldo-United Specialty Ins CoTUM_TILT)



Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200106-001	California's Gunite	CA	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Report Date	Policy Dates	Loss Date	Close Date	Claim Type: AUTO-Auto Property Damage					Activity in Period		\$0.00	\$0.00
	11/12/2018-11/11/2019	6/21/2019	7/17/2019									

Description: ID Devon Blair was making a left turn, came in contact with V2 going same direction. Damage to both vehicles.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200106-002	Dick's Automotive Transport Inc.	CA	Closed	\$0.00	\$0.00	\$22,013.15	\$22,013.15	\$327.70	\$327.70	\$0.00	\$22,540.85	\$22,540.85
Report Date	Policy Dates	Loss Date	Close Date	Claim Type: AUTO-Auto Collision					Activity in Period		\$0.00	\$0.00
	11/12/2018-11/11/2019	6/21/2019	7/10/2019									

Description: ID Devon Blair was making a left turn, came in contact with V2 going same direction. Damage to both vehicles.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200125-001	Valley Transportation Authority	CA	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$22.00	\$0.00	\$22.00	\$22.00
Report Date	Policy Dates	Loss Date	Close Date	Claim Type: AUTO-Auto Property Damage					Activity in Period		\$0.00	\$0.00
	11/12/2018-11/11/2019	6/27/2019	1/7/2020									

Description: ID Rayna Quade, Insured driver was loading vehicle on freeway, truck came loose and rolled across 4 lanes of traffic.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200127-001	Ramirez, Hortencia	CA	Closed	\$0.00	\$0.00	\$0.00	\$0.00	\$21.00	\$21.00	\$0.00	\$21.00	\$21.00
Report Date	Policy Dates	Loss Date	Close Date	Claim Type: PPL-Property / IM - Property Damage					Activity in Period		\$0.00	\$0.00
	11/12/2018-11/11/2019	6/27/2019	1/17/2020									

Description: ID Rayna Quade, Insured driver was loading vehicle on freeway, truck came loose and rolled across 4 lanes of traffic.

Report run: 2/14/2020 2:28:41 AM

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Loss Run For Policy Number UXQ0032301

Activity Period: 2/13/2020 and 2/13/2020

Loss Dates: 1/1/1900 and 12/31/2025

Policy Holder: Dick's Automotive Transport Inc.

Policy Number: UXQ0032301 (Tolco-United Specialty Ins Co/TUMI_TILT)



Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200198-001	Erwin, Patricia	CA	Closed									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$9,351.96	\$9,351.96	\$180.00	\$180.00	\$0.00	\$9,531.96	\$9,531.96
	11/12/2018-11/11/2019	8/7/2019	9/4/2019	Claim Type AUTO-Auto Property Damage					Activity In Period		\$0.00	\$0.00

Description: ID Jaime G. Cardiel rear ended OV. OV incurred a possible total loss. IV incurred front end damage.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200198-002	Erwin, Patricia	CA	Open									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00
	11/12/2018-11/11/2019	8/7/2019		Claim Type AUTO-Auto Bodily Injury					Activity In Period		\$0.00	\$0.00

Description: ID Jaime G. Cardiel rear ended OV. OV incurred a possible total loss. IV incurred front end damage.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200106-003	Roque, Oton	CA	Open									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$0.00	\$6,000.00	\$20.00	\$20.00	\$0.00	\$20.00	\$6,020.00
	11/12/2018-11/11/2019	6/21/2019		Claim Type AUTO-Auto Bodily Injury					Activity In Period		\$0.00	\$0.00

Description: ID Devon Blair was making a left turn, came in contact with V2 going same direction. Damage to both vehicles.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200277-001-001	Orange, Laura	CA	Closed									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$5,072.82	\$5,072.82	\$145.00	\$145.00	\$0.00	\$5,217.82	\$5,217.82
	11/12/2018-11/11/2019	9/21/2019	10/10/2019	Claim Type AUTO-Auto Property Damage					Activity In Period		\$0.00	\$0.00

Description: ID Christo De La Torre Hernandez rear ended OV. OV incurred damage. OV driver and three passengers sustained injuries.

Report run: 2/14/2020 2:28:41 AM

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Loss Run For Policy Number UXQ0032301

Activity Period: 2/13/2020 and 2/13/2020

Loss Dates: 1/1/1900 and 12/31/2025

Policy Holder: Dick's Automotive Transport Inc.

Policy Number: UXQ0032301 (Toldo-United Specialty Ins Co(TUMI_TILT))



Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200277-002-005	Ortega, Moises	CA	Open									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	11/12/2018-11/11/2019	9/21/2019		Claim Type: AUTO-Auto Bodily Injury						Activity In Period	\$0.00	\$0.00

Description: ID Christo De La Torre Hernandez rear ended OV. OV incurred damage. OV driver and three passengers sustained injuries.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200277-002-002	Ortega, Leticia	CA	Open									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	11/12/2018-11/11/2019	9/21/2019		Claim Type: AUTO-Auto Bodily Injury						Activity In Period	\$0.00	\$0.00

Description: ID Christo De La Torre Hernandez rear ended OV. OV incurred damage. OV driver and three passengers sustained injuries.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200277-002-003	Ortega, Natalie	CA	Open									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	11/12/2018-11/11/2019	9/21/2019		Claim Type: AUTO-Auto Bodily Injury						Activity In Period	\$0.00	\$0.00

Description: ID Christo De La Torre Hernandez rear ended OV. OV incurred damage. OV driver and three passengers sustained injuries.

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200277-002-004	Ortega, Elizabeth	CA	Open									
Report Date	Policy Dates	Loss Date	Close Date	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
	11/12/2018-11/11/2019	9/21/2019		Claim Type: AUTO-Auto Bodily Injury						Activity In Period	\$0.00	\$0.00

Description: ID Christo De La Torre Hernandez rear ended OV. OV incurred damage. OV driver and three passengers sustained injuries.

Report run: 2/14/2020 2:28:41 AM

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)



Loss Run For Policy Number UXQ0032301

Activity Period: 2/13/2020 and 2/13/2020

Loss Dates: 1/1/1900 and 12/31/2025

Policy Holder: Dick's Automotive Transport Inc.

Policy Number: UXQ0032301 (Toko-United Specialty Ins Co|TUMI_TILT)

Claim #	Claimant	State	Status	Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
				Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
TL200331-001	Kaushik, Manish	CA	Closed									
Report Date	Policy Dates	Loss Date	Closes Date	\$0.00	\$0.00	\$12,181.73	\$12,181.73	\$222.23	\$222.23	(\$2,231.50)	\$12,403.96	\$12,403.96
	11/12/2018-11/11/2019	11/4/2019	11/27/2019	Claim Type: AUTO-Auto Property Damage					Activity In Period		\$0.00	\$0.00

Description: ID Charles Simpson, The IV struck the OV on the d/s. The OV incurred damage from the d/s back to the front. No injuries were reported and the OV incurred damage.

Total for UXQ0032301

Claim Counts		In Period		Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
Open	Total	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
6	17	\$0.00	\$0.00	\$0.00	\$0.00	\$84,809.90	\$125,909.90	\$1,572.93	\$1,572.93	(\$2,231.50)	\$86,482.83	\$127,482.83

Total for Dick's Automotive Transport Inc.

Claim Counts		In Period		Medical (Total to date)		Indemnity (Total to date)		Expense (Total to date)		Total (Total to date)		
Open	Total	Paid	Incurred	Paid	Incurred	Paid	Incurred	Paid	Incurred	Recoveries	Paid	Incurred
6	17	\$0.00	\$0.00	\$0.00	\$0.00	\$84,809.90	\$125,909.90	\$1,572.93	\$1,572.93	(\$2,231.50)	\$86,482.83	\$127,482.83

Report run: 2/14/2020 2:26:41 AM

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

Loss Run For Policy Number UXQ0032301

Activity Period: 2/13/2020 and 2/13/2020

Loss Dates: 1/1/1900 and 12/31/2025



Grand Total

	Claim Count			Activity Period		Totals on Loss Dates through 12/31/2025 as of 2/13/2020				
	Open	Total	LRI	Paid	Incurred	Paid	Reserves	Incurred	Recoveries	Net Incurred
Auto	6	16	0	\$0.00	\$0.00	\$86,461.83	\$41,000.00	\$127,461.83	(\$2,231.50)	\$125,230.33
Property	0	1	0	\$0.00	\$0.00	\$21.00	\$0.00	\$21.00	\$0.00	\$21.00
Grand Total	6	17	0	\$0.00	\$0.00	\$86,482.83	\$41,000.00	\$127,482.83	(\$2,231.50)	\$125,251.33

Report run: 2/14/2020 2:28:41 AM

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Attachment: Community Tow RFP [Revision 1] (2742 : Police Tow Agreement)

**CITY OF MORGAN HILL
NON-EXCLUSIVE FRANCHISE AGREEMENT FOR POLICE TOWING SERVICES
WITH
COMMUNITY TOWING**

This Franchise and Service Agreement ("Agreement") is effective as of July 1ST, 2020 ("Effective Date") between the City of Morgan Hill ("CITY"), and Community Towing ("OPERATOR").

RECITALS

1. CITY requires services for the towing, storage and release of vehicles impounded pursuant to the California Vehicle Code ("Program") in the exercise of its police powers as necessary or appropriate for the general welfare of its citizens.
2. Chapter 5.52 (Tow Car Services) of the Morgan Hill Municipal Code ("Ordinance") provides for the operation of a rotational tow program for Police-Generated Tows under the Program with tow car services that enter into franchise agreements with the CITY.
3. OPERATOR is a tow car service and desires to offer vehicle storage services, including storage facilities and vehicle release or lien sale services under the Program.
4. Under California Vehicle Code Section 22850.5, the City may recover administration and other costs in the staffing, administration, and operation of the Program.
5. The Ordinances authorizes franchise agreements for Police-Generated Tows, as defined in Section 3 of this Agreement, pursuant to the authority of California Vehicle Code 12110.
6. On _____, the City Council of the CITY directed the City Manager to execute an agreement.
7. This service will be provided on a rotating basis with other similarly qualified OPERATORS who have been granted franchises by CITY.
8. In consideration of OPERATOR'S promise to be available to provide the services as set forth herein, and abide by the terms of this Agreement; the CITY agrees to allow OPERATOR to provide vehicle storage services under the Program and grants OPERATOR a franchise to perform Police-Generated Tows within the City of Morgan Hill.
9. The parties have negotiated the terms pursuant to which OPERATOR will provide such services and have herein reduced such terms to writing.

Attachment: Community Tow Agreement [Revision 1] (2742 : Police Tow Agreement)

TOW SERVICE AGREEMENT

NOW, THEREFORE, CITY and OPERATOR, in consideration of the mutual promises set forth herein, hereby agree as follows:

1. **Effectiveness of Agreement.** This Agreement shall commence on the Effective Date and shall terminate on June 30, 2025, unless terminated sooner or extended by CITY in accordance with the terms of this Agreement. The City, at its option, may renew this contract for up to one, two-year extension period, beginning on July 1, 2025 provided that performance is deemed acceptable, that the extension is agreeable to the tow service operator, and that a written amendment extending the agreement is executed prior to the termination of the agreement.
2. **Exclusivity of Agreement.** CITY agrees to limit tow car services for the Program and franchises to perform Police-Generated Tows to the named OPERATORS below:

- COMMUNITY TOWING

CITY'S agreement in this paragraph is conditioned upon compliance of OPERATORS with the terms of this Agreement and is subject to the limitation of Section 22.1.

3. **Scope of Service.** The services to be performed by OPERATOR shall be:

3.1 **Police-Generated Tows.** OPERATOR shall be responsible for responding to any tow requested by the City of Morgan Hill Police Department in the course of official police activities for which a California Highway Patrol Form 180 is issued. Such requests include, but are not limited to, the tow of a vehicle that is subject to impound under the Program, driven by a driver who is arrested, detained, incapacitated or physically unable to drive the vehicle, involved in a traffic collision or accident, or abandoned and subject to towing under the Vehicle Code or Morgan Hill Municipal Code ("Police-Generated Tows").

3.1.1: The request for a AAA tow does not constitute as a Police Generated Tow and does not count toward the Rotation Tow Program. If a AAA tow is requested, CITY, through its Police Department designee, will obtain the AAA Roadside Assistance Card number, prior to requesting any AAA Tow.

3.2 **Vehicle Storage Services.** OPERATOR shall be responsible for the provision of vehicle storage services; including storage facilities, releasing vehicles and personal property from stored vehicles, and conducting lien sale services under the Program.

3.3 **Limitations.** Except for owners of vehicles subject to a Mandatory Tow, owners of vehicles subject to a Police-Generated Tow may choose to use and negotiate the services of a tow operator or storage provider other than the operators listed in Section 2 of this Agreement. "Mandatory Tow" shall mean a tow of a vehicle that is subject to impound or storage under the Program, driven by a driver who is arrested, or detained, or abandoned and subject to towing under any applicable law.

4. **Rotation Tow Program: Conditions and Regulations.** The CITY shall maintain a list of all OPERATORS in the Rotation Tow Program as defined in Morgan Hill Municipal Code Section 5.52.010(B) ("List"). The List will govern which OPERATOR will respond to dispatches for police-generated tows, and the order of dispatch.

4.1. **Hours of Operation.** OPERATOR agrees to provide tow service on a twenty-four (24) hour basis, seven (7) days per week, including holidays, without extra charge.

4.2. **Requirements.** OPERATOR is responsible for providing prompt service, removal of any vehicle regardless of age or condition, and clearing an accident scene as further described in Section 6.10.

4.3. **City Sole Dispatcher.** Only the CITY shall dispatch an OPERATOR to provide services covered by this Agreement.

4.4. **Notice of Unavailability.** OPERATOR shall inform the Morgan Hill Police Department Communications Center ("Communication Center") of any temporary unavailability due to staffing or equipment limitations. OPERATOR will be skipped in the call rotation until OPERATOR informs the Communications Center of their renewed availability.

4.5. **Refusal or Failure to Respond.** OPERATOR shall accept any and all requests for service unless OPERATOR has informed the Communications Center of its unavailability. An OPERATOR who refuses/fails to respond (including circumstances described in Section 6.2) shall be suspended from the List for twenty-four (24) hours. An OPERATOR that repeatedly (more than 3 times) fails to respond in any thirty (30) day period shall be suspended for one (1) month from the List and subject to possible termination of this Agreement at the discretion of the CITY.

4.6. **List Rotation.** A call to an OPERATOR shall constitute one turn on the List and the OPERATOR shall then be moved to the bottom of the list. Telephone answering services of OPERATOR are deemed agents of OPERATOR and are required to comply with all provisions of this Agreement.

The CITY shall call the next OPERATOR on the List when an OPERATOR:

- fails to answer the phone
- is unable to provide a service
- is unable to respond
- is canceled due to excessive response time or refuses to provide service or respond.

4.7. **Storage Space.** An OPERATOR unable to provide storage space in response to a call will be suspended from the List for twenty-four (24) hours or until storage space is made available, whichever is greater.

4.8. Cancelled Calls. When the CITY determines that the OPERATOR dispatched is not needed or the call is canceled by the CITY or the vehicle's registered owner or agent prior to the OPERATOR taking possession of the vehicle, there shall be no charge and the OPERATOR shall be placed back at the top of the List.

4.8.1. Pursuant to California Civil Code Section 3068.1(a), possession is deemed to arise when the vehicle is removed and is in transit or vehicle recovery operations or load salvage operations have begun.

4.9. Cancelled Rate. If OPERATOR has taken possession of the vehicle and service is canceled by the vehicle's owner or agent, charges shall not exceed one half of the regular towing charge for the actual time expended on the call.

4.10. Multiple OPERATORS. If two or more OPERATORS are required at the same incident, CITY, through its Police Department designee, shall have the discretion to assign OPERATORS to the vehicles to be towed.

4.11. Police Direction. CITY, through its Police Department designee, may direct an OPERATOR to move vehicles to help clear a roadway or for lifesaving operations. OPERATORS shall provide the requested assistance at no charge.

4.12. Specific Request. Nothing in this Agreement shall prohibit CITY, through its Police Department designee, from requesting the next OPERATOR on the List when the necessary resources to clear a hazard are not available from the OPERATOR currently at the top of the List. If no OPERATORS on the List have the resources to respond to an incident, CITY may dispatch a tow company outside of the List rotation to respond to that incident.

4.13. Collection of Payment. The OPERATOR shall be responsible for the collection of payment of any charge for services rendered. Requests for payments shall be made to the owner of the vehicle or other lawful claimant, and no cost or expense or any part thereof shall be charged against the CITY.

5. **Tow Drivers: Rules and Regulations**. All tow truck drivers employed by OPERATOR ("Driver(s)") shall attend and successfully pass, a certified tow truck driver training course meeting the requirements of the California Highway Patrol. The CITY may waive this requirement for a period of up to six months in instances where a company has no Drivers who have completed a certified tow truck driver-training course and the lack of training is due to a loss of trained employees. OPERATOR shall ensure that Drivers responding to calls have completed a certified tow truck drivers training course and are qualified and competent employees of OPERATOR. Drivers shall be at least 21 years old and possess the following minimum Class Driver's License:

- Class A Tow Truck - Valid Class C (3) license or A (1) license with valid medical certificate.

- Class B/C/D Tow Truck - Valid Class A (1) license with valid medical certificate, endorsed to allow operation of special vehicle configurations and/or special cargoes.

5.1. List of Drivers. The OPERATOR shall maintain a current list of Drivers and provide the list to the CITY.

5.1.1 OPERATOR shall notify the CITY within seven (7) days of any hiring of new Drivers or termination of current Drivers.

5.1.2 The OPERATOR shall provide a copy of the certified tow truck drivers training certificate to the CITY within thirty (30) days of any hiring of new Drivers or termination of current Drivers.

5.2. Required Driver Information. The OPERATOR, shall as a minimum, maintain the following information for each Driver: Full Name, Date of Birth, California Driver License Number, Copy of valid medical certificate, Job Title/Description, Current Home Address, Current Home Phone Number, Types of trucks the Driver is trained and instructed to operate, and a copy of the tow truck driver training course certificate.

5.3. EPN Program. All Drivers shall be enrolled in the Employer Pull Notice Program (EPN) with the Department of Motor Vehicles. The OPERATOR shall provide a copy of the current EPN Program report, or in the case of a newly hired Driver, proof of enrollment in the EPN Program.

- Upon the addition of new Drivers, OPERATOR will be granted a maximum of 30 days to enroll Drivers in the Pull Notice Program.
- Pull Notices shall be kept on file, signed, and dated by OPERATOR.

5.4. Background Checks. All Drivers will be fingerprinted as part of the background check process. Drivers will not be eligible to drive for the CITY until the fingerprinting has been completed and proof has been provided to the CITY. Drivers may operate in a "trainee" status with a certified driver pending the return of the results of the fingerprint check. Drivers found to have convictions for any of the violations specified in Vehicle Code Section 13377(a) shall not be permitted to drive a tow truck for an OPERATOR while providing services pursuant to this Agreement.

5.5. Uniforms. Drivers of OPERATOR shall wear an identifiable uniform displaying both the OPERATOR and Driver's name. All Drivers shall wear the federally mandated traffic safety vests or reflectorized uniform shirts.

5.6. Identification Badges. Drivers shall carry an identification badge at all times which displays a photograph of the Driver and signature. The identification badge shall be presented upon demand to the person(s) for whom the services are offered or any Police Officer.

5.6. Personal Appearance. Drivers shall represent a professional image. An unacceptable representation would include: unbathed, excessively dirty/torn uniform, excessive or offensive body art or piercings.

5.7. Demeanor and Conduct. While providing services for CITY, the OPERATOR or Driver shall refrain from any acts of misconduct including, but not limited to any of the following behavior:

- Rude or discourteous
- Lack of Service, selective service or refusal to provide service which the Operator is capable of performing.
- Any act of sexual harassment or sexual impropriety.
- Unsafe driving practices.
- Exhibiting any objective symptoms of alcohol or drug use.
- Appearing at the scene of a CITY rotation tow call with the odor of an alcoholic beverage emitting from his/her breath. The Driver shall submit to a preliminary alcohol screening test upon demand of the CITY if an odor of an alcoholic beverage is detected.

5.8 Violations. Any violations of the Driver rules and regulation shall result in a one (1) week suspension of OPERATOR from the List. Any safety related violation shall be governed by Section 23, with penalty up to and including termination of this Agreement.

6. Response To Calls.

6.1. Response Time. The OPERATOR shall respond to calls twenty-four (24) hours a day, seven (7) days a week, within the response time of twenty (20) minutes during the Operator's office business hours (which shall be at least from 8a.m. to 5p.m. seven (7) days a week), and of thirty (30) minutes during all other times. At the time of notification the OPERATOR will advise the Communication Center when the OPERATOR is unable either to respond or to meet the response time.

6.1.1 The maximum response time may be adjusted based on a variety of factors, including location. Such adjustments are in the sole discretion of CITY, through its Police Department designee.

6.2. Inability to Respond. If, after accepting the call, the OPERATOR is unable to respond or will be delayed in responding, the OPERATOR shall immediately notify the Communications Center.

6.3. Response Requirements. An appropriately licensed Driver shall respond with a properly equipped tow truck of the class required to tow the vehicle and be in possession of the appropriate license and endorsements.

6.4. Failure to Respond. A failure to adequately respond to calls, and/or repeated (more than 3 times) failures to meet the response time requirements in any thirty (30)

day period, shall result in a one (1) month suspension from the List and possible termination of this Agreement at the discretion of the CITY.

6.5. Notice of Scheduled Unavailability. When an OPERATOR will be temporarily unavailable to provide services due to a pre-planned or scheduled activity, the OPERATOR shall notify the CITY at least 24 hours prior to the date that services will be unavailable, noting the times and dates of the unavailability.

6.6. Appropriate Personnel. Only Drivers and equipment requested shall respond to a CITY rotation tow call, no other persons shall accompany Driver.

6.7. Requests for Assistance. There may be times when the OPERATOR assigned the initial call may require additional assistance. The OPERATOR may make a request for additional assistance to the Morgan Hill Police Officer managing the scene. Dispatch of assistance will be determined by the List.

6.8. CITY Assistance. When an OPERATOR who was not called to a scene comes upon a collision scene where a vehicle or vehicles are blocking a roadway, a Morgan Hill Police Officer may request OPERATOR'S assistance in clearing the roadway. In such a case, the OPERATOR may be requested to move the vehicle to a safe location, and leave it. There shall be no charge for this assistance. The assistance provided shall not change the OPERATOR'S place in the List rotation.

6.9. Disputes. If the OPERATOR questions or disputes the List rotation, the OPERATOR shall not contact the Communications Center. All questions and disputes shall be referred in writing to the Field Operations Captain ("Captain") during business hours, Monday through Friday, excluding holidays.

6.10. Scene Cleanup. It shall be the responsibility of the Driver to remove or clean from the scene of the collision any non-hazardous liquid, glass, or debris from the scene excluding flammable substances. Failure to do so will result in a request for the Driver to return to the scene to complete the clean-up. Repeated complaints (more than 3 times) that the OPERATOR'S Drivers have failed to comply with this section shall result in a one (1) month suspension of OPERATOR from the List and possible termination of this agreement at the discretion of the CITY.

7. Tow Truck Requirements

7.1. Adequate Vehicles. OPERATOR must provide an adequate number of tow trucks dedicated to servicing the towing needs of the CITY.

7.2. Vehicle Equipment and Maintenance. OPERATOR shall equip and maintain tow trucks covered under this Agreement in accordance with the provisions set forth in the California Vehicle Code, Title 13 of the California Code of Regulations, the conditions of this Agreement, and in a manner consistent with industry standards and practices.

7.3. Proof of Inspection. OPERATOR has, and shall maintain, proof that all service vehicles have been inspected by and meet California Highway Patrol standards.

7.4. Violations. A violation of the Gross Vehicle Weight Rating ("GVWR") and safe loading requirements of a tow truck shall result in the immediate suspension of OPERATOR from the List. The suspension shall remain in effect until CITY has conducted an inspection and concluded that OPERATOR is in compliance. Such violations may include exceeding the tow truck's GVWR, any axle weight rating, maximum tire weight ratings, or not maintaining fifty (50) percent of the tow truck's unladen front axle weight on the front axle when towing.

8. Rates. Rates charged under the Program and for all Police-Generated Tows shall be reasonable, valid and not in excess of those rates established by the CITY as follows:

- Maximum charge for automobiles of **Two Hundred Forty-Five Dollars** (\$245.00) per hour per CITY Police-Generated Tow (inclusive of any drop, hourly or other rates). Years two, three, four and five will include a three percent escalator not to exceed Two Hundred and Seventy-Five Dollars (\$275.00) in year five.
- Maximum charge for a motorhome or camping trailer of **Three Hundred Dollars** (\$300.00) per hour per CITY Police-Generated Tow (inclusive of any drop, hourly or other rates)
- Maximum charge for automobiles of **One Hundred Dollars** (\$100.00) per day for storage under the Program
- Maximum charge for a motorhome or camping trailer of **Two Hundred Dollars** (\$200.00) per day for storage under the Program
- In the event a motorhome or camping trailer is not picked up from the tow yard within thirty (30) days, the City will pay an **Eight Hundred Dollar** (\$800.00) disposal fee to the tow company per motorhome or camping trailer
- Lien fees shall not exceed the limits of the California Vehicle Code
- After hour gate fees are set at a maximum of **One Hundred Dollars** (\$100.00)
- No other charges are permitted without prior authorization of CITY.

8.1. Over Charges. Any OPERATOR who charges rates above the maximum rates shall be suspended from the List for seventy-two (72) hours and shall refund any amounts received in excess of the maximum rates.

8.2. Rates Kept in Vehicle. The approved schedule of rates shall be kept in OPERATOR'S vehicle and presented upon demand to the person(s) for whom the services are being provided, or their agents.

8.3 Extraordinary Circumstances. "Extraordinary Circumstances" shall encompass the following situations: 1) a tow response requiring towing a heavy vehicle requiring use of a tow truck with a 25,000 pound or greater GVWR chassis, 2) retrieval of a vehicle that is completely off of the roadway, or 3) where the Captain issues a written certification of Extraordinary Circumstances. In only these Extraordinary Circumstances may OPERATOR deviate from the maximum charges specified in this section and charge an hourly rate of no more than \$245 for the duration of the call. Revenues

derived from any Extraordinary Circumstances tows shall be subject to payment to City pursuant to Section 11.

9. Impound Storage Fees. The maximum charge for automobiles is One Hundred Dollars (\$100.00) per day and the maximum charge for a motorhome or camping trailer is Two Hundred Dollars (\$200.00) per day for storage of police directed impounds under the Program. The charge applies to all police directed impounds, including but not limited to, the following violations of the California Vehicle Code:

- Section 14602.6 - unlicensed Drivers
- Section 14602.7 - vehicles used in flight from a police officer
- Section 14602.8 - certain repeat offenses of DUI
- Section 23103(a) & (b) - reckless driving
- Section 23109(a) - vehicles used in speed contests
- Section 23109(c) - exhibition of speed

9.1. Posting of Fees. Pursuant to Civil Code Section 3070, the OPERATOR shall display in plain view at all cashiers' stations a sign disclosing all storage fees and charges in force, including the maximum storage rate.

9.2. Less than 24 Hours. Pursuant to Civil Code Section 3068.1(a), owners of vehicles stored twenty-four (24) hours or less shall be charged no more than one day of storage.

9.3. Portions of Day. Pursuant to Civil Code Section 3068.1(a), if the vehicle is released from storage after twenty-four (24) hours, charges may be allowed on a full, calendar-day basis for each day of storage, or portion thereof.

10. Compliance with Municipal Code. OPERATOR acknowledges that the services to be performed under this Agreement are a municipal affair and subject to the provisions of Morgan Hill Municipal Code Chapter 5.52, which is incorporated herein by reference as though fully set forth herein. OPERATOR agrees to and shall abide by all requirements of Chapter 5.52 as the same may be amended from time to time.

11. Franchise and Administrative Fees. OPERATOR shall pay to CITY the following franchise and administrative fees:

11.1. Per Tow Franchise Fee. OPERATORS shall pay to the CITY One Hundred thirty two Dollars (\$132.00) per vehicle tow performed by OPERATOR pursuant to this Agreement, including all Police-Generated Tows ("Per Tow Fee"). CITY reserves the right to increase this fee during any extended term of this Agreement.

11.1.1: The \$132.00 Tow Franchise Fee will be waived for every vehicle accompanied with a California Department of Motor Vehicle's "Noticed of Vehicle to be Dismantled or Junked" (Junk Slip). As such "Junk Slips" will only be issued for those vehicles, at the time of tow the CITY, through its Police Department designee, believes are valued at \$500.00 or less. If an OPERATOR elects to

dispose of a vehicle without an accompanied "Junk Slip," they do so at their own cost and still required to pay the \$132.00 Tow Franchise Fee.

11.2 Impound Program. Should the 30 day holds specified in Section 9 be held unconstitutional by a court of competent jurisdiction, CITY and OPERATOR shall negotiate in good faith new terms.

12. Franchise and Administrative Fees Payment.

12.1. Time of Payment. On or before the fifteenth (15th) day of each month, OPERATOR shall pay to CITY the Per Tow Fees for vehicle tows for the preceding month.

12.2 Supporting Documentation. The Tow Fee Payment shall be accompanied by an accounting in sufficient detail to fully document how the Per Tow Fees due were calculated. OPERATOR agrees to supply any additional supporting documentation requested by CITY. The required documentation and retention schedule is detailed in Section 19.

12.3. Late Fee. Failure to remit the Per Tow Fees to CITY when due shall result in the imposition of a late fee of five-percent (5%) per month until paid. If the Operator fails to pay the fee for more than (90) ninety days after the due date, the City shall have the option to suspend OPERATOR from the List until the fee is paid or, in the CITY'S discretion, to terminate this Agreement.

12.4. OPERATOR shall pay all required franchise and administrative fees to:

City of Morgan Hill Police Department
16200 Vineyard Blvd.
Morgan Hill, CA. 95037
Attn. Patti Yinger

13. Storage Facility. The OPERATOR shall maintain a storage facility ("facility") located within five (5) miles of the City limits of Morgan Hill. The facility shall have an office and be staffed during business hours (8:00 a.m. to 5:00 p.m. Monday through Friday). Facility employees shall be trained to conduct business transactions related to towing, storage and release of vehicles and property. All payments, releases and other transactions related to vehicles towed and stored under this Agreement shall be conducted at the facility where the subject vehicle is stored. All storage facilities of OPERATOR shall offer the same payment options, regardless of location. Any change in the location of the facility shall have the prior written approval of the CITY.

13.1. Responsibility for Vehicles. OPERATOR shall be solely responsible for the safe storage of vehicles and all personal property inside stored vehicles.

13.2. Security. The OPERATOR shall provide security for vehicles and property at the facility. The OPERATOR is responsible for the care, custody, and control of any property

contained in towed or stored vehicles. Either a fenced or a closed area for storage shall be used. The area shall be sufficiently secure to discourage trespassers and have sufficient lighting so as to make visible any person(s) within the area during the nighttime. NO WAIVER, HOLD HARMLESS AGREEMENT, OR OTHER SIMILAR RELEASE AND/OR INDEMNIFICATION AGREEMENT SHALL BE REQUIRED BY OPERATOR AS A CONDITION TO THE RELEASE OF A VEHICLE TOWED TO AND STORED AT THE STORAGE FACILITY.

13.3. Storage Space. The OPERATOR'S facility shall have adequate storage space to accommodate vehicles stored under this Agreement.

13.4. Protective Storage of Vehicles. Vehicles with open windows, roofs (excluding vehicles with major damages from collisions), shall be stored inside to protect the interior of the vehicles from adverse weather conditions. If there is no inside storage available, the vehicle shall be covered with a tarp.

13.5. Shared Facilities. Facilities shared by OPERATORS or other business establishments not owned by the OPERATOR shall be physically separated and secured from each other.

13.6. Business Hours and Signage. For the purpose of this Agreement, normal business hours shall not be less than 8 a.m. to 5 p.m., Monday through Friday, except for state recognized holidays. OPERATOR'S facility shall have a sign clearly visible from the street and illuminated at night that identifies it to the public as a towing storage facility and posts OPERATOR'S business hours.

13.6.1 OPERATOR shall display a telephone number in plain view on the sign which, upon calling, will result in a response within thirty (30) minutes for after hours release of a vehicle.

13.6.2 OPERATOR shall not display any sign or engage in any advertising indicating an official or unofficial connection with CITY.

14. Release of Personal Property. Pursuant to California Vehicle Code Section 22851(b), the OPERATOR shall release personal property from the vehicle to the vehicle's owner or their agent upon demand. No property shall be released to anyone other than the registered owner without written, signed authorization from the registered owner. No fee shall be charged for the release of personal property during normal business hours.

14.1. After Hour Fee. The maximum charge for a non-business hour's release of personal property shall be **One Hundred Dollars** (\$100.00), or less, in accordance with the Vehicle Code.

14.2. Written Release. At no time will any property be released or removed from a vehicle seized and ordered held by a peace officer without the proper written release from the Morgan Hill Police Department.

14.3. Receipt. A receipt shall be provided for the removed property, with a copy placed in the stored vehicle. This procedure shall also apply to the removal of property by OPERATOR to a secured area within the facility.

15. Release of Vehicles. OPERATOR shall release impounded or stored vehicles provided that OPERATOR: (a) receives all applicable fees due it from the registered owner or owner's authorized agent and (b) only upon written authorization from the Morgan Hill Police Department.

15.1. After Hour Release. An employee of OPERATOR shall be available to release stored vehicles within sixty (60) minutes after notification on a twenty-four (24) hour basis, seven (7) days per week, including holidays.

15.2. Title Signed Over. In the event the registered owner of an impounded vehicle signs over the title of the vehicle to the OPERATOR in lieu of towing and storage fees, the OPERATOR shall keep the vehicle in impound for the remainder of the impound period. At the end of the impound period the OPERATOR will be required to obtain a "no fee" release from the CITY in order to take full custody of the vehicle.

16. Insurance Requirements. OPERATOR 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 OPERATOR, 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. Any deductibles or self-insured retentions must be declared to and approved by City. **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.** OPERATOR further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to OPERATOR, at any time as deemed necessary to protect the interests of the CITY.

16.1. Insurance Types and Amounts.

16.1.1 Commercial General Liability (CGL). OPERATOR 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 OPERATOR under OPERATOR'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

16.1.2 Garagekeepers: OPERATOR shall maintain Garagekeepers insurance covering all owned and non-owned automobiles, including automobile parts and equipment, in OPERATOR'S care, custody or control against claims and liabilities for damage, theft, or loss in the minimum amount of:

(i) one hundred thousand dollars (\$100,000.00) or (ii) the maximum amount of such insurance available to OPERATOR under OPERATOR'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Such insurance shall be primary over any other insurance.

16.1.3 Automobile Liability. OPERATOR shall maintain Automobile Liability covering all owned, non-owned and hired automobiles 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 OPERATOR under OPERATOR'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

16.1.4 Workers' Compensation Insurance and Employer's Liability. OPERATOR 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 OPERATOR under OPERATOR'S combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If OPERATOR is self-insured, OPERATOR shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

16.2 Endorsements. OPERATOR shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

16.2.1 General Liability.

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

16.2.1.2 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,

16.2.1.3 insurance shall be primary non-contributing.

16.3 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.

16.4 **Certificates.** OPERATOR 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 OPERATOR'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

17. **Defense and Indemnification.**

17.1. **Defense and Indemnification.** The OPERATOR agrees to indemnify and hold harmless the CITY, its officers, agents and employees ("INDEMNITEES") from any and all liability, including defense costs, attorneys' fees, and all other fees incidental to the defense, loss, or damage the CITY may suffer as a result of any and all suits, claims, demands, costs, or judgments against the CITY arising from the acts or failure to act of the OPERATOR, its officers, employees and/or agents resulting from OPERATOR'S implementation and performance of this Agreement ("CLAIM").

17.2. **Independent Counsel.** CITY reserves the right to select legal counsel and control the defense of any CLAIMS which come within OPERATOR'S obligation to indemnify, defend and hold harmless the INDEMNITEES.

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

18. **Inspections.**

18.1. **Tow Trucks.** CITY shall have the right to inspect all tow trucks annually. At the written request of the OPERATOR, the CITY will inspect a tow truck within seven (7) calendar days of the request unless urgent attention is warranted. The CITY, through its Police Department designee, may conduct additional inspections without notice to the OPERATOR during business hours. The OPERATOR shall use only tow trucks that have been inspected and approved by the CITY.

18.2. **Storage Facility.** The City may inspect OPERATOR'S storage facility at any time during normal business hours without notice. The purpose of such inspections is to ensure that the OPERATOR is providing a reasonably safe and clean facility in which vehicles are stored and where contact with the public occurs. The CITY may determine

what is reasonably safe and clean. Failure to maintain the facility at a minimum level of cleanliness or failure to provide a safe environment shall result in a seventy-two (72) hour suspension from the List.

19. Business Records.

19.1. Service Records. OPERATOR shall maintain records, including but not limited to invoices, pertaining to all services provided pursuant to the Agreement for a period of at least three (3) years. The records shall be maintained at the OPERATOR'S place of business. Police-Generated Tow records shall include a description of each vehicle towed, nature of service performed, beginning and end time of call, location of call, itemized cost of towing and storage, the tow truck driver's name, and truck used. OPERATOR shall retain records on all impounds under the Program, including vehicle descriptions, length of vehicle impound, and final disposition of impounded vehicles. OPERATOR shall maintain these records, and any other records requested by CITY, with sufficient detail to fully document how the quarterly franchise and administrative fees are calculated.

19.2. Other Required Records. OPERATOR shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, federal, state and local licensing, and other records, relating to the Operator's lawful performance of this Agreement.

19.3. Inspection of Records. CITY may inspect all OPERATOR records set forth in Sections 19.1 and 19.2 with at least three (3) day notice during OPERATOR'S regular business hours. Failure of OPERATOR to comply with this requirement will result in suspension of OPERATOR from the List for two (2) weeks.

19.4. Copies of Records. OPERATOR shall permit CITY to make copies of business records at OPERATOR'S place of business, or to remove business records for the purposes of reproduction, at OPERATOR'S option. CITY shall provide a receipt for any original records removed from OPERATOR'S place of business.

20. Sale/Transfer of OPERATOR. The sale and/or transfer of a majority interest in OPERATOR shall immediately terminate this Agreement unless otherwise agreed in writing by the CITY. The individual or entity that acquires the interest must apply for a new franchise and service agreement as the new entity.

21. Compliance with Law. The OPERATOR 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. OPERATOR 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.

21.1. Convictions. Any felony conviction of an owner of OPERATOR for stolen or embezzled vehicles, fraud related to the towing business, or stolen property shall be cause for termination of the Agreement.

21.2. Compliance with Wage and Hour Laws: OPERATOR, 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 OPERATOR and/or its subcontractors: BY SIGNING THIS AGREEMENT, OPERATOR 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 OPERATOR OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. OPERATOR 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 OPERATOR or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or OPERATOR learns of such a judgment, decision, or order that was not previously disclosed, OPERATOR 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. OPERATOR 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. CITY reserves the right to require OPERATOR to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City’s Right to Withhold Payment: Where OPERATOR 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, CITY reserves the right to withhold payment to OPERATOR 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.

22. Suspension. CITY may suspend OPERATOR from this Agreement, precluding it from being included on the Rotation Tow Program List, for any violation of this Agreement. The suspension shall last for the term listed in this Agreement for specified violations. For unspecified violations, CITY may suspend OPERATOR for the amount of time, in its discretion, CITY deems necessary to bring about proper compliance with the terms of this Agreement. CITY shall have the right to control the timing of suspensions to ensure adequate service levels.

22.1 Reserved Rights. Notwithstanding any other provisions of this Agreement, should suspensions or terminations lead to a situation in which less than three (3) OPERATORS are on the List, CITY reserves the right to contract with other parties in order to maintain no more than four (4) operators to provide services under this Agreement.

23. Termination Upon Default. This Agreement may be terminated prior to the expiration of the term of this Agreement as follows:

23.1. Event of Default. Each of the following shall constitute an Event of Default ("Event of Default") hereunder:

23.1.1. Material Breach. Failure to perform any material obligation under this Agreement.

23.1.2. Repeated Pattern of Breaches. A pattern of breaches over time such that in combination, they constitute a significant failure by OPERATOR to perform its obligations.

23.1.3. Misrepresentation or False Warranty. Any representation, disclosure, assurance or warranty made to CITY by OPERATOR in connection with, or as an inducement to entering into or performing this Agreement or any future amendment to this Agreement, or that is a condition to the effectiveness of the Agreement, that proves to be false or misleading in any material respect as of the time the representation, disclosure, assurance, or warranty.

23.1.4. OPERATOR Debt. OPERATOR files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or consents to the appointment of, or taking of possession by, a receiver, liquidator, assignee (other than as a part of a transfer

of equipment no longer useful to OPERATOR or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of OPERATOR or a part of OPERATOR'S operating assets or any substantial part of OPERATOR'S property, or shall make any general assignment for the benefit of OPERATOR'S creditors, or shall become insolvent and unable to pay its debts generally as they become due.

23.1.5. Court Order or Decree. Any court having jurisdiction enters a decree or order for relief in respect of OPERATOR, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or OPERATOR shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of OPERATOR or for any part of OPERATOR'S operating equipment or assets, or order the winding up or liquidation of the affairs of OPERATOR.

23.1.6. Cessation of Services. OPERATOR ceases to provide services as required under this Agreement for a period of five (5) consecutive days or more, for any reason within the control of OPERATOR. In the event of a labor dispute, strike or slow down the period shall be seven (7) consecutive days.

23.1.7. Failure to Meet Payment or Reporting Requirements. OPERATOR fails to make any payment of any sum owed to CITY required under this Agreement and/or refuses to provide CITY with required information, reports, and/or records in a timely manner as provided for in the Agreement.

23.1.8. Assignment. OPERATOR assigns or attempts to assign this Agreement without CITY approval.

23.2. Termination. Unless otherwise provided for in this Agreement, CITY shall have the right to terminate this Agreement upon an Event of Default by giving a written notice of default and termination to the OPERATOR. In the Event of Default set forth in subsections 23.1.1 to 23.1.3, OPERATOR shall have thirty (30) days from the date of the notice to correct any default or failure to perform. In the Event of Default set forth in subsections 23.1.4 to 23.1.7, OPERATOR shall have five (5) days from the date of the notice to correct any default or failure to perform. The decision as to whether or not there exists a default or failure to perform, or whether OPERATOR has satisfactorily corrected any default or failure to perform shall be solely that of CITY. The Agreement shall be terminated at the end of the applicable period to correct without further notice or action of the CITY unless the CITY determines and notifies the OPERATOR in writing that the default or failure to perform has been corrected.

23.3 Waiver. A waiver by CITY of any breach or default by OPERATOR shall not be deemed to be waiver of any other breach or default by OPERATOR, including ones with respect to the same obligations hereunder, and including new incidents of the same breach or default. The subsequent acceptance by CITY of any damages or other money

paid by OPERATOR hereunder shall not be deemed to be a waiver by CITY of any preexisting or concurrent breach or default by OPERATOR.

23.4 **Appeal**. OPERATOR has the right to appeal any suspension or termination of this agreement or any administrative decision affecting this agreement. OPERATOR shall use the appellate procedure set forth in Chapter 1.20 of the Morgan Hill Municipal Code. The department head referenced in Section 1.20.020 shall be the Chief of Police.

24. **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 OPERATOR is as follows:

Community Towing
16360 Monterey Road Suit 230
Morgan Hill, CA 95037

Address of CITY is as follows:

Chief of Police	with a copy to:
City of Morgan Hill	City Clerk
16200 Vineyard Boulevard	17575 Peak Avenue
Morgan Hill, CA 95037	Morgan Hill, CA 95037

25. **Independent Contractor**. OPERATOR is an independent contractor and not an agent or employee of CITY.

26. **Modification**. 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 OPERATOR.

27. **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.

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

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

30. **Licenses, Permits, and Fees**. OPERATOR shall obtain a City of Morgan Hill Business License, all permits, and licenses as may be required by this Agreement.

31. **Time of Essence**. Time is of the essence in the performance of this Agreement.

32. Limitations Upon Subcontracting and Assignment. Neither this Agreement nor any portion shall be assigned by OPERATOR, without prior written consent of CITY.

33. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the Santa Clara County Superior Court.

34. 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.

35. 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.

36. Operator's Proposal. If applicable, this Agreement shall include OPERATOR'S proposal which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

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[Signatures on Next Page]

37. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute 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 Bigelow
 Print Name

 Christina J. Turner
 Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

COMMUNITY TOWING

 City Attorney

By: _____

 Donald A. Larkin
 Print Name

 By: **PRESIDENT**
RONALD SGARLATO
 Print Name and Title of Signer.
 If Corporate: Chairman, President
 or Vice President

Date: _____

Date: **5-21-20**

By: _____

 By: **Secretary**
Gregory Sgarlato
 Print Name and Title of Signer.
 If Corporate: Secretary, Assistant
 Secretary, Chief Financial Officer
 or Assistant Treasurer

Date: **5-21-20**

Attachment: Community Tow Agreement [Revision 1] (2742 : Police Tow Agreement)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Mario Ramirez,
APPROVED BY: City Manager

APPROVE AGREEMENT WITH SECURE SOLUTIONS INC. FOR BACKGROUND INVESTIGATION SERVICES

RECOMMENDATION(S)

Approve and authorize the City Manager to execute and administer an agreement with Secure Solutions Inc. for a not to exceed amount of \$100,000 to conduct hiring background investigations of police personnel.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Enhancing Diversity and Inclusiveness

2020-2021 Strategic Priorities

Financial Sustainability

GUIDING DOCUMENTS

Public Safety Master Plan

REPORT NARRATIVE:

The Morgan Hill Police Department currently has a Consultant Agreement with Secure Solutions Inc. to conduct hiring background investigations for police personnel. The current Consultant Agreement expires on June 30, 2020. Staff is recommending entering into a new agreement beginning July 1, 2020 through June 30, 2022.

Background:

On July 31, 2018, the Police Department entered into a Consultant Agreement with Secure Solutions Inc. Secure Solutions Inc. conducts thorough background investigations on each candidate according to the guidelines established by Peace Officer Standards of Training (POST). Each individual investigation includes the following:

- An in-depth interview with the candidate and review of the Personal History Statement and any supplemental questionnaires depending upon the desired position.
- An investigation that includes local law enforcement criminal history check, verification of citizenship, education, DMV history, financial history, military history, and other applicable legal documents.
- Civil court records, to include dissolution of marriages, social media checks, contact with neighbors, relatives, and references, contact with current and past employers and coworkers, review of available personnel files, academy files, and other relevant documents.

- Status of applications with other agencies where the candidate has sought employment within the last two years.
- The backgrounds are conducted for all Police Department positions, including Police Officer, Animal Services Officer, Multi-Services Officer, Dispatcher, Records Specialist, and other administrative/support positions.

Background investigations can cost a few hundred dollars to \$2,500 depending on location of the applicant and length of the investigation. Multiple applicants are sent to backgrounds for each position since the hiring standards are substantial. Prior to the background investigations, most applicants have already passed the application screening, oral boards, polygraph, and pre-psychological assessment in order to keep cost at a minimum.

Staff is recommending entering into a new agreement beginning July 1, 2020 through June 30, 2022 for the current and any future public safety vacancies to include but not limited to Police Officer(s), Record Services positions, Dispatcher(s), the Information Technology Director and other critical positions as needed for the City of Morgan Hill. The Agreement sets forth rates for Secure Solutions and ensures an in-depth background will be conducted on each candidate applying for employment with the Morgan Hill Police Department and others as needed.

COMMUNITY ENGAGEMENT: Inform

This staff report serves to inform the community of the City's desire to enter into a two year Agreement with Secure Solutions Inc. for in-depth background check services beginning on July 1, 2020 through June 30, 2022.

ALTERNATIVE ACTIONS:

Council could direct staff to seek and contract with alternative firm(s) to provide the background investigation services to fill the current vacancies within the Police Department.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In March 2020, Council approved a second amendment to the Secure Solutions original Agreement in the amount of \$85,000.

FISCAL AND RESOURCE IMPACT:

Funds have been budgeted for employment backgrounds in the Police Department's operating budget for FY 2020-2021 and 2021-2022. These background investigations will be conducted on an as-needed basis, depending on staffing needs.

CEQA (California Environmental Quality Act):

Not a Project.

This Agreement entails organizational or administrative activities of governments and will not result in direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. Secure Solutions Agreement

CONSULTANT AGREEMENT Secure Solutions

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Secure Solutions, a California sole proprietorship ("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 the 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 June 30, 2022 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 provided as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$100,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed One Hundred 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 for the extended term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.
 - 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. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. 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, in whole or in part, 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/her 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) combined single limit 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.

7.1.2. **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) combined single limit 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.

7.1.3. **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 CONSULTANT'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.

- 7.1.6. Sexual Abuse/Molestation Liability (SML): 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) two hundred thousand dollars (\$200,000.00) 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 and pollution liability (when pollution liability applies)**.

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**.

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then 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:

Secure Solutions
8505 Church Street, Suite 17
Gilroy, CA 95020

Address of CITY is as follows:

Shane Palsgrove,	Interim	with a copy to:
Chief of Police		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. **CONSULTANT'S Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
16. **Maintenance of Records.**
 - 16.1. **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.

- 16.2. **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.
- 16.3. **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.
17. **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.
18. **Time of Essence.** Time is of the essence in the performance of this Agreement.
19. **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.
20. **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.
21. **Defense and Indemnification.**
- 21.1. **Defense and Indemnification.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold harmless CITY, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers ("INDEMNITEES") from and against any and all claims, liabilities, expenses, liens, or damages of any nature, including liability for bodily injury, property damage or personal injury, and including reasonable attorneys' fees and expenses, that arise out of, pertain to, or relate to the 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").
- 21.2. **Exceptions.** CONSULTANT is not required to indemnify INDEMNITEES against liability for bodily injury, property damage or personal injury, or any other loss, damage or expense arising from the sole negligence or willful misconduct of the CITY.
- 21.3. **Not limited by insurance.** The indemnity, defense and hold harmless provisions of this Agreement apply to all CLAIMS alleged against an INDEMNITEE, regardless of whether any insurance policies are applicable. Policy limits do not act as a limitation upon the amount of indemnification or defense to be provided by CONSULTANT.

21.4. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (21) 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.

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

22. 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.

23. 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.

24. 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.

25. 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.

26. Binding Agreement. Notwithstanding the provisions of Section 19 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.

27. ☐ Data Sharing. This Agreement requires access by CONSULTANT to CITY's Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

[Signatures on Next Page]

28. **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 Bigelow

Christina J. Turner

Print Name

Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

SECURE SOLUTIONS

City Attorney

By: 

Donald A. Larkin

KURT ASHLEY - OWNER

Print Name

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: _____

Date: 5/14/2020

By: _____

Print Name and Title of Signer.

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

Date: _____

EXHIBIT A SCOPE OF SERVICES

Secure Solutions will perform the following:

Conduct a thorough background investigation of each candidate according to the guidelines established by POST (Peace Officer Standards of Training). Each investigation will include the following:

An in-depth interview with the candidate and review of the Personal History Statement and any supplemental questionnaires.

An investigation that will include:

- **Local law enforcement criminal history check.**
- **Verification of citizenship, education, DMV history, financial history, military history, and other applicable legal documents.**
- **Civil court records, to include dissolution of marriages. Social media checks.**

Contact with neighbors, relatives, and references.

- **Contact with current and past employers and coworkers.**

Review of available personnel files, academy files, and other relevant documents .

- **Status of applications with other agencies where candidate has sought employment within the last (2) two years.**

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

PROPOSED BILLING RATES:

Service.....	Rate
Basic Police Officer Background (4 Weeks).....	\$1,500.00
Basic Dispatcher (4 Weeks).....	\$1,400.00
Expedited Background (14 Days).....	\$2,000.00
Disqualified after PHS Interview.....	\$350.00 (plus expenses)
Credit Reports.....	\$35.00
DMV Records.....	\$35.00
County Civil Records Check.....	Agency Charge (\$1.00-\$30.00)
Local Law Enforcement Agency Records.....	Agency Charge (\$1.00- \$5.00)
Employment Verification Service Charges (if required).....	\$39.00
Travel/ Time Mileage.....	\$.55 per mile*
Per Diem for Extended Travel (250+ miles round trip).....	\$150.00 per day**

* Based on annual state rates, "Must be previously approved by agency."

Attachment: Secure Solutions Agreement [Revision 1] (2743 : Secure Solutions Inc. Agreement)

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

SECURE SOLUTIONS AGREES:

To submit completed background investigation reports within four (4) weeks after the background interview barring any unforeseen issues.

To conform to all applicable federal and state laws and regulations in the performance of the background investigation, retention of information, and reporting to the Morgan Hill Police Department.

That the investigation and the report are confidential and the property of the Morgan Hill Police Department.

Attachment: Secure Solutions Agreement [Revision 1] (2743 : Secure Solutions Inc. Agreement)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Christie Thomas,
APPROVED BY: City Manager

APPROVE RE-SUBORDINATION OF EXISTING JASMINE SQUARE APARTMENTS CITY LOANS

RECOMMENDATION(S)

Approve re-subordination of existing City affordable housing loans necessitated by refinance of senior project loan, allowing developer to pay off balloon payment, lower interest rate, and pay \$150,000 towards City loans.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth
Seniors
and Entire Community
Preserving and Cultivating Public Trust
Enhancing Diversity and Inclusiveness

2020-2021 Strategic Priorities

Financial Sustainability

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

Background

In 2005 and 2006, the Redevelopment Agency of the City of Morgan Hill provided two affordable housing loans of \$3,250,000 and \$156,350, respectively, (collectively, the City Loans) to the partnership Church & Monterey Road Associates, controlled by Eden Housing, Inc. (the Developer) for the development of Jasmine Square Apartments. Jasmine Square is a 72-unit affordable housing complex, of which 71 units benefit low and very-low income households, with 1 unit as the manager's unit (collectively, the Project). The City Loans and Regulatory Agreements that income-restrict the Property have an initial term of 55-years from completion of the Project. The City Loans mature in 2045 and 2046, respectively. The Project financing also consists of a senior bank loan in the amount of \$3,473,741, which matures on October 1, 2020.

In 2005, the Developer completed the Project and since that time has been managing the Project in accordance with the terms and conditions of all lenders who provided financing. In March 2020, the Developer notified the City (Attachment 1) of their intent to refinance the Project's senior loan in order to accomplish several goals including; 1) repayment of the senior loan which matures on October 1, 2020, at which point a balloon payment of \$3,391,627 is required, 2) securing a lower interest rate of 3.54%,

rather than the current loan of 6.9%, on a new loan, and 3) making a payment on City loans in the amount of \$150,000 to reduce existing debt on the Project.

Developer Proposal

As a subordinate lender for the Project, the City must consent to the transaction before the Developer may take steps to refinance. Through the refinance process, the Developer will seek to lower the Project's interest rate from 6.9% to 3.54%. This rate reduction will result in approximately \$147,000 in additional annual cash flow from avoided debt service payments. The Developer proposes to set aside this additional cash flow in the replacement reserve account to make necessary short-term capital improvements to the Project.

Through the refinance process, the Developer seeks to secure a new loan of \$4,000,000, with an interest rate at 3.54%, which requires monthly payments of \$18,051, and a 10-year term with 30-year amortization. Of this total amount, the Developer proposed the following allocations: 1) approximately \$3,473,741 would pay off the existing first mortgage in its entirety, 2) other transaction related costs estimated at \$109,000, 3) secure Capitalized Replacement Reserves in the amount of \$255,259, 4) Contingency in the amount of \$12,000, and 5) \$150,000 disbursed to City for partial repayment of City Loans. The Developer is not requesting cash-out proceeds from the refinance. The new financing is proposed to be underwritten at a 1.5 debt service coverage ratio.

City Staff Recommendation

City staff supports the Developer's intent to refinance in order to secure a lower interest rate, preserve property level cash flow for capital improvements and enhance the ability to fund rehabilitation. Most notably, the Developer is proactively trying to preserve the condition of the Project.

Refinancing and restructuring of debt for affordable housing projects is common, and the City has significant experience with charting subordination policy which protects the affordable housing assets. This request is consistent with that policy goal. The proposed refinancing is beneficial for the City and the Project because the annual savings from debt service will be used for physical improvements to the Project, to repay a portion of the City Loans, and to support affordable housing developers like Eden Housing.

The terms proposed allow for shared benefits for both City and Developer and are included in the table below:

The table below reflects this proposed breakdown of the Developer's new financing. All numbers are preliminary and subject to change due to potential changes in financing terms.

<u>USES</u>	New First Mortgage	% of Total
Total	\$4,000,000	100%

Repayment of Existing First Mortgage	\$3,473,741	86.8%
Transaction related costs	\$109,000	2.7%
Partial Repayment of City Loans	\$150,000	3.8%
Capitalized Replacement Reserve	\$255,259	6.4%
Contingency	\$12,000	0.3%
Surplus/(Deficit)	\$0	

Staff recommends City Council approve re-subordination and City loan payment in the amount of \$150,000 of existing Jasmine Square Apartments City loans so that Developer has the ability to refinance Senior Loan to pay off balloon payment, lower interest rate, and contribute to the project's Capitalized Replacement Reserve fund.

COMMUNITY ENGAGEMENT:

This report is intended to inform the Morgan Hill Community of the proposed refinancing.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

No previous actions have been taken regarding this loan consideration.

FISCAL AND RESOURCE IMPACT:

With execution of the refinance, the City's Housing Successor Fund (255) will receive \$150,000 during Fiscal Year 2020-21. Additional funds may be received in coming years through residual receipts payments required of the underlying loan terms. The better the project performs financially, the better the prospects are for some residual receipts income.

CEQA (California Environmental Quality Act):

Project.

This project is Categorically Exempt pursuant to Section 15301 of CEQA Guidelines as proposed repairs, maintenance, and minor alteration of existing facilities involving no expansion of existing use will not have a significant effect on the environment.

LINKS/ATTACHMENTS:

1. Jasmine Square - Letter to City of Morgan Hill



22645 Grand Street
Hayward, CA 94541

510.582.1460 Phone
510.582.6523 Fax

April 9, 2020

City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Attn: Christie Thomas

RE: Church & Monterey Road Associates – refinancing of the senior loan

Dear Ms. Thomas,

We are hereby notifying you of our intent to refinance the senior loan with Church & Monterey Road Associates, a California limited partnership (the Partnership). The effective date of the transaction is targeted by August 31, 2020.

The Partnership was formed in April 2001 to develop, own and operate a 72-unit affordable housing complex located in Morgan Hill, California, and is currently operating under the name of Jasmine Square Apartments (the Project). The Project was placed in service in June 2005. The general partner of the Partnership is Jasmine Square LLC, a limited liability company controlled by its sole member, Eden South Bay, Inc., a California nonprofit public benefit corporation. The property is managed by Eden Housing Management, Inc., a nonprofit organization, affiliates of Eden Housing, Inc.

According to the Promissory Note, the senior matures on October 1, 2020, at which point a balloon payment of \$3,391,627 is required. Therefore, the Partnership is proactively seeking the opportunity to refinance the senior loan to accomplish several goals; which are 1) repayment to the maturity senior loan, 2) secure a lower interest rate of 3.54% rather than the current loan of 6.9%, and 3) make a \$150,000 payment to City loans to reduce existing debt to the Project.

Please let us know should you need further information.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Williams".

Darnell Williams
Senior Director of Asset Management
Eden Housing, Inc.

Attachment: Jasmine Square - Letter to City of Morgan Hill (2739 : Jasmine Square Re-finance)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

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

APPROVE FINAL MAP FOR MONTECITO ESTATES - TRACT NO. 10535 (DIANA AVE AND LOTUS WAY) AND RELATED SUBDIVISION IMPROVEMENT AND STORMWATER BEST-MANAGEMENT-PRACTICES (BMP) OPERATIONS AND MAINTENANCE AGREEMENTS

RECOMMENDATION(S)

1. Approve the Final Map;
2. Approve and authorize the City Manager to execute and administer the Subdivision Improvements Agreement with D.R. Horton Bay, Inc.;
3. Approve and authorize the City Manager to execute and administer 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.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment and Preserving
Open Space and Agricultural Land

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

Montecito Estates – Tract No. 10535 is a 24-lot subdivision located at the northeast corner of Diana Avenue and Lotus Way (Attachment 1 – Site Map). The developer, D.R. Horton Bay, Inc., has completed all the conditions specified by the Planning Commission in the approval of the Tentative Map on October 22, 2019.

The City Council is required to approve the map if it conforms to all the requirements of the Subdivision Map Act, and any conditions of approval for the Tentative Map.

The developer has furnished the City with the necessary documents to complete the processing of the Final Map and has made provisions to provide the City with the required fees, security, and insurance prior to recordation of the Final Map. The Final Map (Attachment 2) conforms to the requirements of the Subdivision Map Act, and conditions of approval have been met. Staff recommends that City Council authorize the City Manager to execute a Subdivision Improvements Agreement (Attachment 3),

and a Stormwater BMP Operation and Maintenance Agreement (Attachment 4) pending review and approval by the City Attorney.

COMMUNITY ENGAGEMENT: Involve

On October 22, 2019, the Planning Commission approved the Tentative Map. Residents within a 300 feet radius were informed of the Planning Commission's intent to approve the Tentative Map for the project, in which a public hearing was held to allow the public to be involved and voice their concerns over Tentative Map requirements.

ALTERNATIVE ACTIONS:

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

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On December 18, 2019, the City Council approved the Development Agreement.

FISCAL AND RESOURCE IMPACT:

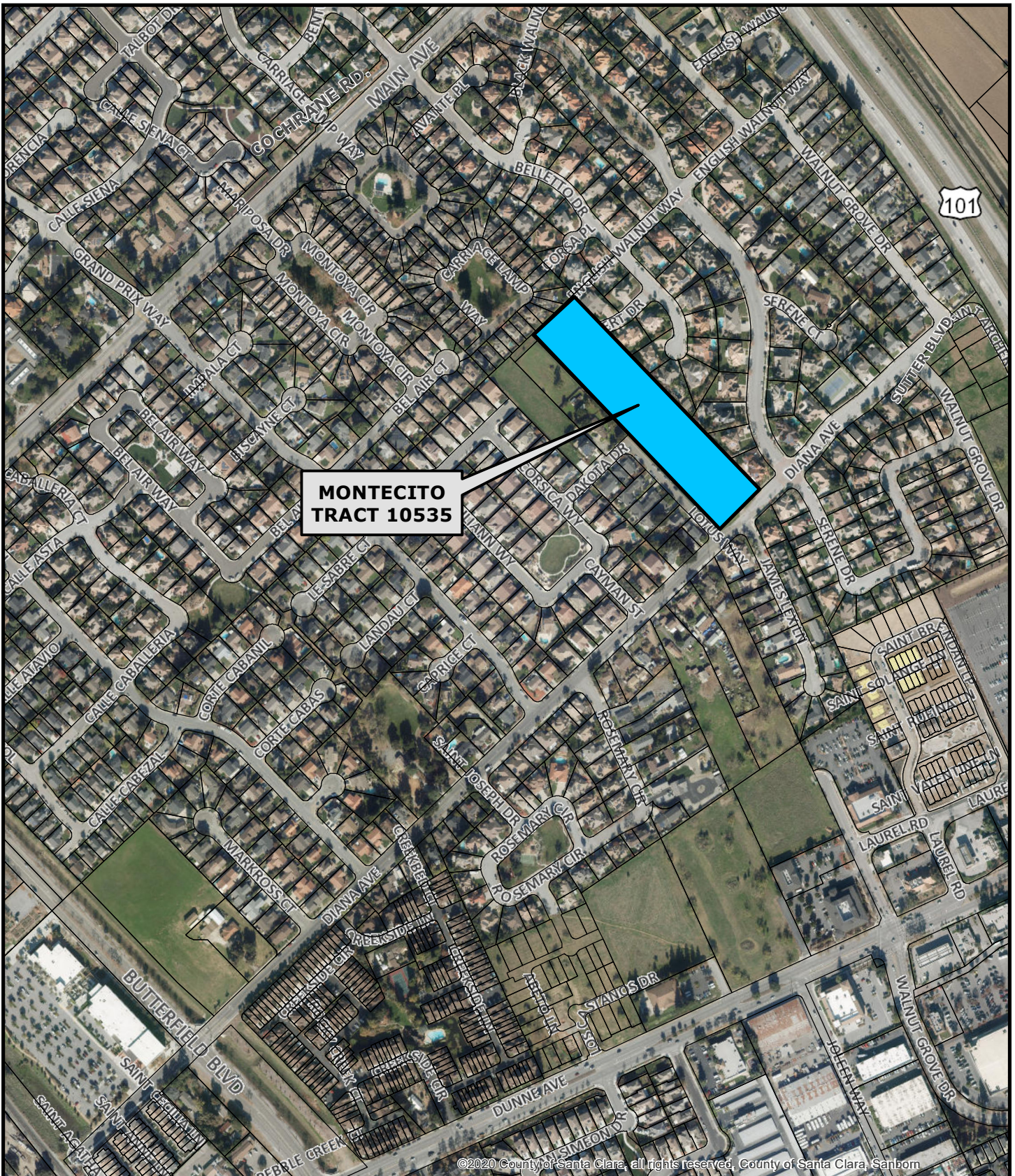
Development review costs for this project are paid for from development processing fees. The Subdivision improvements agreement will provide the City with public benefits estimated at \$868,750 and estimated \$1,504,288 in public work related fees deposited to various applicable funds. Of the total public works fees, \$339,226 is payable at the time of recording of the Final Map and remainder \$1,165,062, payable on pro-rata basis for each individual lot in the Subdivision prior to final inspection of each and every resident.

CEQA (California Environmental Quality Act):

Project – Mitigated Negative Declaration (February 18, 2020)

LINKS/ATTACHMENTS:

1. Site Map
2. Final Map
3. Subdivision Improvements Agreement
4. Stormwater BMP Operation and Maintenance Agreement



**Development Services
Land Development Engineering**

G:\R-14\Proj\GIS\John\Charlie_Montevito\TR10535.mxd

SITE MAP MONTECITO TRACT 10535



0 200 400 800 1,200 1,600
Feet

Attachment: Site Map [Revision 1] (2726 : FINAL MAP APPROVAL OF MONTECITO ESTATES - TRACT NO. 10535)

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE, OR INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THE HEREIN MAP; THAT WE ARE THE ONLY PERSONS WHOSE CONSENTS ARE NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY; THAT WE HEREBY CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BOUNDARY LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES: ALL STREETS AND PORTIONS OF STREETS NOT HERETOFORE EXISTING AND DESIGNATED AS DIANA AVENUE, LOTUS WAY, LOTUS COURT, DAKOTA DRIVE, WEICHERT DRIVE AND JULIANNE WAY AS SHOWN UPON THIS MAP. SAID DEDICATIONS AND OFFERS OF DEDICATION ARE FOR ANY AND ALL PUBLIC USES UNDER, UPON, AND OVER SAID STREETS AND PORTIONS THEREOF.

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

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

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

WE HEREBY RESERVE FOR THE NON-EXCLUSIVE USE OF THE OWNERS OF LOTS 1 THROUGH 24, OF "Montecito Estates", PRIVATE STORM DRAINAGE EASEMENTS IN, UNDER, UPON AND ACROSS THOSE STRIPS OF LAND DELINEATED AND DESIGNATED AS "P.S.D.E." (PRIVATE STORM DRAINAGE EASEMENT). THOSE PORTIONS OF SAID EASEMENTS SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

WE HEREBY RESERVE FOR THE HOMEOWNERS' ASSOCIATION FOR THE BENEFIT OF LOTS 1 THROUGH 24, OF "Montecito Estates" SUBDIVISION, COMMON AREA, PARCEL 'A', FOR THE PURPOSES OF STORING, TREATING AND CONVEYING STORM WATER; LANDSCAPING, RECREATIONAL AMENITIES AND ALL OTHER APPURTENANCES THERETO. NO FURTHER SUBDIVISION AND OR RESIDENTIAL DEVELOPMENT OF SAID PARCEL SHALL BE ALLOWED. SAID PARCEL 'A' SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

WE HEREBY RESERVE FOR THE HOMEOWNERS' ASSOCIATION FOR THE BENEFIT OF LOTS 1 THROUGH 24, OF "Montecito Estates" SUBDIVISION, A LANDSCAPE EASEMENT IN, UNDER, UPON AND ACROSS THOSE STRIPS OF LAND DELINEATED AND DESIGNATED AS "L.E." FOR THE PURPOSES OF PUBLIC STREET LANDSCAPING AND IRRIGATION AND ALL APPURTENANCES THERETO. SAID EASEMENTS SHALL BE CONVEYED TO AND MAINTAINED BY THE HOMEOWNER'S ASSOCIATION.

AS OWNER:

D.R. Horton BAY, Inc. a Delaware Corporation

BY: Julie A. Nebozuk

ITS: Asst. Secretary

TRACT No. 10535 Montecito Estates

Being a Portion of Lot 50, as said Lot is shown upon that certain map entitled 'Morgan Hill Ranch Map No. 1', filed in Book 'G' of Maps, Page 2 and 3, Santa Clara County Records, State of California and Lying within the City of Morgan Hill, County of Santa Clara State of California

May 2020

NOTES

- 1.) THE DISTINCTIVE BOUNDARY LINE INDICATES THE BOUNDARIES OF THE LAND SUBDIVIDED BY THIS FINAL MAP.
- 2.) THE AREA WITHIN THE DISTINCTIVE BOUNDARY IS 4.998 ACRES.
- 3.) ALL DISTANCES AND DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 4.) A GEOTECHNICAL STUDY WAS PREPARED BY Quantum Geotechnical, Inc., Dated January 29, 2019, PROJECT NO. E052.G.
- 5.) THE PROPERTY OWNER IS PROVIDING CONSTRUCTIVE NOTICE HEREON THAT EACH LOT IS SUBJECT TO REQUIREMENTS OF A DEVELOPMENT AGREEMENT, AND THAT COMMITMENTS UNDER THE AGREEMENT, WHICH THE CITY HAS PERMITTED THE PROPERTY OWNER TO DELAY, MUST BE FULFILLED BY THE SUBSEQUENT PROPERTY OWNERS/OWNER.

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 Alameda

On May 20th 2020, before me, Dominique van Kesteren

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

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

WITNESS my hand and official seal.

Signature Dominique van Kesteren
Printed Name

Principal County Of Business: Alameda
Commission Expires: 12/26/20
Commission # Of Notary: #2177291

CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF MORGAN HILL AT ITS REGULAR MEETING HELD ON _____, 20____, DULY APPROVED THE FINAL MAP SHOWN HEREON, AUTHORIZED ITS RECORDATION, AND ACCEPTS ON BEHALF OF THE PUBLIC, SUBJECT TO THEIR IMPROVEMENT IN ACCORDANCE WITH CITY STANDARDS, THE STREETS AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

IRMA TORREZ DATE
CITY CLERK OF THE CITY OF MORGAN HILL

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AT THE REQUEST OF D.R. Horton on October, 31 2019; THE SURVEY IS TRUE AND COMPLETE AS SHOWN; I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS ON OR BEFORE August 31, 2021 AND THAT SUCH MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Harinder Singla
HARINDER SINGLA, P.L.S. 8347

5-14-20
DATE

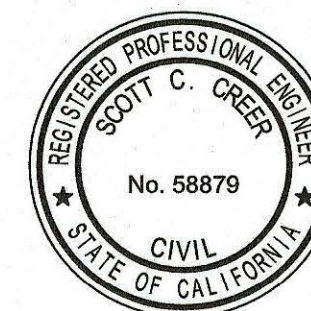


CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP. THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE SUBDIVISION MAP ACT, AS AMENDED, AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

Scott C. Creer
SCOTT C. CREER - CITY ENGINEER
CITY OF MORGAN HILL, CALIFORNIA
R.C.E. NO. 58879

5/28/2020
DATE



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND THAT I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

John K. King
JOHN K. KING - ACTING CITY SURVEYOR
P.L.S. NO. 6809
HANNA AND BRUNETTI

5-28-20
DATE



PLANNING COMMISSION STATEMENT

I HEREBY STATE THAT THE TENTATIVE MAP FOR THE FINAL MAP SHOWN HEREON WAS CONDITIONALLY APPROVED ON 10-22-19 BY THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL, CALIFORNIA, BY RESOLUTION NUMBER 19-19, APPLICATION NUMBER SD2018-0006.

JENNIFER CARMAN
SECRETARY OF THE PLANNING COMMISSION

DATE

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____

AT _____ M. IN BOOK _____ OF MAPS, AT PAGES _____ AT THE REQUEST OF First American Title Company

FILE NO. _____

FEE \$ _____

REGINA ALCOMENDRAS, COUNTY RECORDER OF SANTA CLARA COUNTY

BY: _____
DEPUTY

SHEET 1 OF 3

MH engineering Co.
16075 Vineyard Boulevard
Morgan Hill, CA 95037

216134

Tract No.1 0535
"Montecito Estates"

Being a Portion of Lot 50, as said Lot is shown upon that certain map entitled 'Morgan Hill Ranch Map No.1', filed in Book 'G' of Maps, Page 2 and 3, Santa Clara County Records, State of California and Lying within the City of Morgan Hill, County of Santa Clara State of California

May 2020

RECORD DATA

- | | | | | | |
|----|--|----|--|----|---|
| R1 | GRANT DEED
DOC. NO. 24409356 | R3 | TRACT NO. 8619
BOOK 666 OF MAPS, PGS. 39-40 | R5 | TRACT NO. 8254
"WOODCREST ESTATES"
BOOK 606 OF MAPS, PGS. 1-2 |
| R2 | TRACT NO. 8359
"DIANA ESTATES - Phase 1
BOOK 627 OF MAPS, PGS. 4-9 | R4 | TRACT NO. 10277
"ESPERANZA SUBDIVISION"
BOOK 882 OF MAPS, PGS. 1-3 | | |

NOTE

See Sheet 3 for Legend Data

Parcel One
Doc No 244093
(exception to Parcel Two)

Parcel Two
Doc No 24409356

4.998± Acre
(Total)

BASIS OF BEARINGS

Bearings shown upon the herein map are based upon the centerline of Lotus Way, as found monumented and recorded as North 44°37'00" West, as shown upon that certain map, Tract No. 8619, filed for record on June 28, 1995 in Book 666 of Maps, pages 39-40.

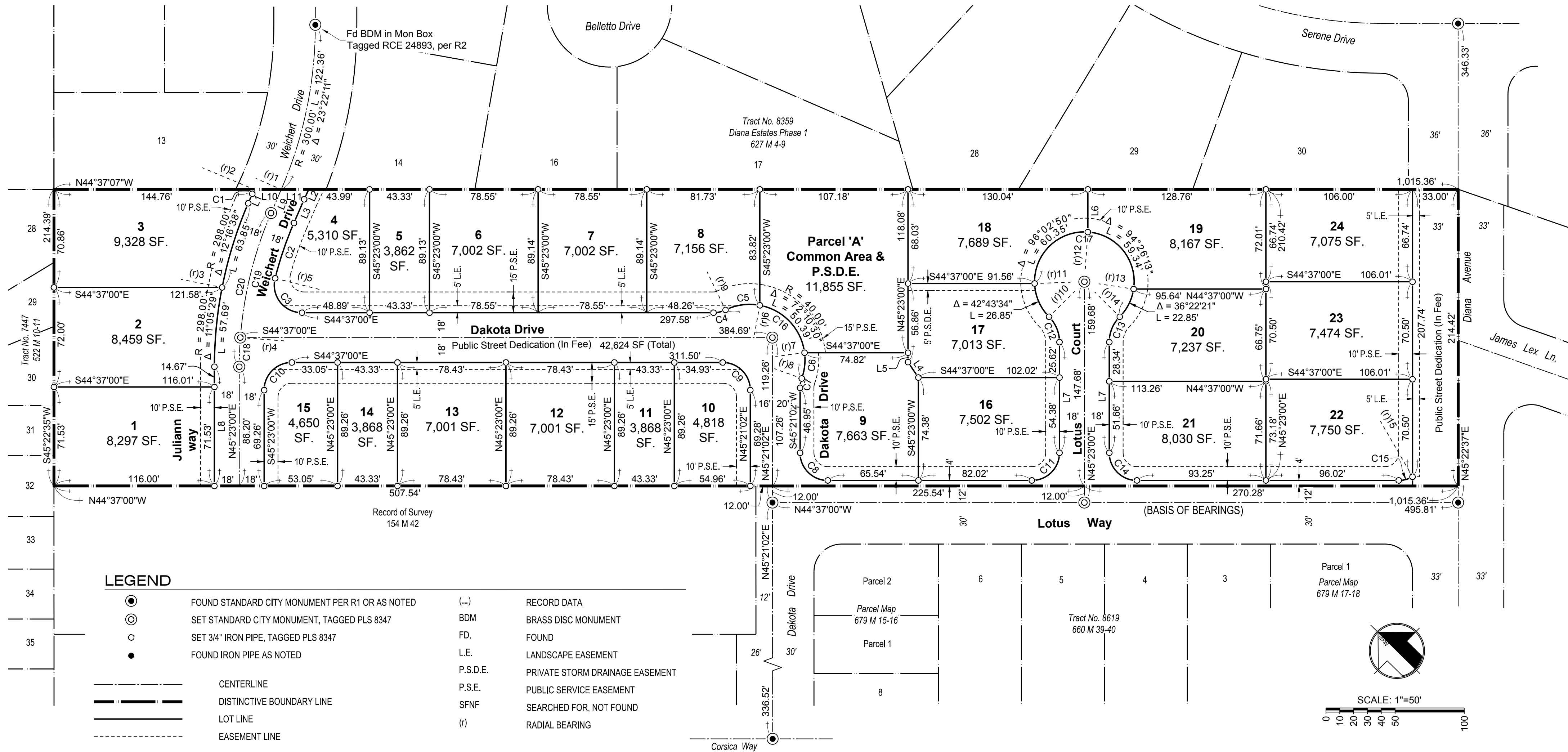
SHEET 2 OF 3



MH engineering Co.

16075 Vineyard Boulevard
Morgan Hill, CA 95037

216134



LEGEND

	FOUND STANDARD CITY MONUMENT PER R1 OR AS NOTED	(...)	RECORD DATA
	SET STANDARD CITY MONUMENT, TAGGED PLS 8347	BDM	BRASS DISC MONUMENT
	SET 3/4" IRON PIPE, TAGGED PLS 8347	FD.	FOUND
	FOUND IRON PIPE AS NOTED	L.E.	LANDSCAPE EASEMENT
	CENTERLINE	P.S.D.E.	PRIVATE STORM DRAINAGE EASEMENT
	DISTINCTIVE BOUNDARY LINE	P.S.E.	PUBLIC SERVICE EASEMENT
	LOT LINE	SFNF	SEARCHED FOR, NOT FOUND
	EASEMENT LINE	(r)	RADIAL BEARING

Radial Table	
#	Direction
(r)1	S21°15'11"E
(r)2	S21°54'16"E
(r)3	N33°31'31"W
(r)4	N40°18'08"W
(r)5	N30°29'24"W

Radial Table	
#	Direction
(r)6	S55°55'46"W
(r)7	S51°53'44"E
(r)8	N24°49'27"W
(r)9	S19°32'29"W
(r)10	S89°24'29"E

Radial Table	
#	Direction
(r)11	N46°40'55"W
(r)12	S49°21'55"W
(r)13	S36°11'52"E
(r)14	N0°10'29"E
(r)15	S15°22'37"W

Line Table		
#	Direction	Length
L1	N68°45'07"E	7.44'
L2	S70°20'02"W	7.88'
L3	S68°45'07"W	18.66'
L4	S11°21'44"W	13.44'
L5	N45°23'00"E	6.81'
L6	S45°23'00"W	30.82'
L7	N45°23'00"E	80.00'
L8	N45°23'00"E	86.20'
L9	N68°45'07"E	18.66'
L10	N44°37'07"W	19.63'
L11	N44°37'07"W	19.84'

Curve Table			
#	Radius	Delta	Length
C1	300.00'	000°39'23"	3.44'
C2	262.00'	009°14'31"	42.26'
C3	20.00'	104°07'36"	36.35'
C4	20.00'	025°50'31"	9.02'
C5	40.00'	036°23'17"	25.40'
C6	40.00'	027°04'17"	18.90'
C7	20.00'	019°49'31"	6.92'
C8	20.00'	089°58'02"	31.40'
C9	20.00'	089°58'02"	31.40'
C10	20.00'	090°00'00"	31.42'

Curve Table			
#	Radius	Delta	Length
C11	20.00'	090°00'00"	31.42'
C12	26.00'	044°47'29"	20.33'
C13	26.00'	044°47'29"	20.33'
C14	20.00'	090°00'00"	31.42'
C15	20.00'	030°00'23"	10.47'
C16	40.00'	135°38'04"	94.69'
C17	36.00'	269°34'58"	169.38'
C18	280.00'	004°18'51"	21.08'
C19	280.00'	019°03'15"	93.12'
C20	280.00'	023°22'07"	114.20'

BASIS OF BEARINGS

Bearings shown upon the herein map are based upon the centerline of Lotus Way, as found and monumented and recorded as North 44°37'00" West, as shown upon that certain map, Tract No. 8619, filed for record on June 28, 1995 in Book 666 of Maps, pages 39-40.

Tract No.10535
"Montecito Estates"

Being a Portion of Lot 50, as said Lot is shown upon that certain map entitled 'Morgan Hill Ranch Map No. 1', filed in Book 'G' of Maps, Page 2 and 3, Santa Clara County Records, State of California and Lying within the City of Morgan Hill, County of Santa Clara State of California

May 2020

SHEET 3 OF 3



16075 Vineyard Boulevard
Morgan Hill, CA 95037

216134

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO

CITY OF MORGAN HILL
City Clerk's Office
17575 PEAK AVENUE
MORGAN HILL, CA 95037

(RECORD AT NO FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383)

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

SUBDIVISION IMPROVEMENTS AGREEMENT

D.R. Horton BAY, Inc.

Montecito Estates – Tract No. 10535

This Subdivision Improvements Agreement ("Agreement") between the City of Morgan Hill, a municipal corporation ("City"), and D.R. Horton BAY, Inc., a Delaware Corporation ("Subdivider"), is entered into this ____ day of _____, 20___. City and Subdivider hereby acknowledge the following:

1. Subdivider has filed a Tentative Subdivision Map and supporting documents for Tract No. 10535, the subdivision known as Montecito Estates ("Map").
2. City desires, as part of the conditions of approval ("Conditions") of the Final Tract Map or Parcel Map ("Final Map"), that certain improvements be installed by Subdivider ("Improvements") as shown on the City Engineer approved and signed Subdivision Improvement Plans entitled "Improvement Plans for Montecito Estates, Tract No. 10535" ("Plans").
3. Subdivider has been unable to complete, prior to filing of the Final Map, all of the improvements required by City to the satisfaction of the City Engineer.
4. Subdivider is required by the terms of the Morgan Hill Municipal Code ("Municipal Code"), to improve all streets, highways, or public areas which are part of the development, including but not limited to necessary paving, curbs, sidewalks, catch basins, water mains, culverts, storm drains, and sanitary sewers, in accordance with the plans and specifications on file with the City Engineer and to post certain securities to secure the completion of the Improvements.
5. To assure City that Subdivider will construct, install and complete all Improvements required for the Subdivision, the parties have entered into this Agreement.

6. This Agreement is executed pursuant to California Government Code Section 66410 et seq., and Chapter 17.32 of the Municipal Code in order to provide for the manner in which Improvements shall be constructed and completed.

NOW, THEREFORE, and in consideration of the approval of the Final Map, and in order to ensure satisfactory performance by Subdivider of Subdivider's obligations under the Conditions, the Subdivision Map Act, and applicable ordinances of City, the parties hereto, for themselves, their successors, and assigns, hereby agree as follows:

Section 1. Incorporation by Reference

The Development Agreement between Subdivider and City, if applicable, Subdivider's Map application, the Conditions, the Map, all Plans as referenced in Section 2 below and all items submitted to the Planning Department, Planning Commission and City Council, all are incorporated herein by reference. In the event of any inconsistency between their representations in any incorporated documents and this Agreement, this Agreement shall govern.

Section 2. Construction of Improvements

(a) Subdivider shall construct to the approval of City, and as provided for in the Conditions, the Improvements as shown fully executed in the Plans entitled "Improvement Plans for Montecito Estates".

(b) Subdivider shall acquire and dedicate, or pay the cost of acquisition by City, of all rights-of-way, easements, and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances.

(c) Survey Monumentation:

(1) Subdivider shall place survey monumentation as described on the Map.

(2) Subdivider shall replace or repair all survey monumentation that is destroyed or damaged as a result of Subdivider's activities. Any such repair or replacement shall be to the satisfaction and subject to the approval of City.

Section 3. Modification of Plans

Subdivider agrees that, if during the construction of the Improvements, it is determined by City that revisions to the Plans are necessary in the interest of the public, Subdivider will undertake such design and construction changes required by City. Said changes, if any, shall be confined to the premises owned by Subdivider.

Section 4. Security

(a) Pursuant to California Government Code Section 66499.3(a), and the Municipal Code, Subdivider shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to at

least one hundred percent (100%) of the estimated construction cost of the Improvements as security guaranteeing the faithful performance of the Improvements and this Agreement ("Performance Bond").

Improvements and the City Engineer's Estimated Costs of Improvements as of March 2020 are attached hereto as Exhibit "A".

The Performance Bond shall be in a form substantially the same as Exhibit "B".

(b) Pursuant to California Government Code Section 66499.3(b), Subdivider shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to one hundred percent (100%) of the estimated construction cost of the Improvements (as listed in Section 4(a) above) as security guaranteeing the payment to the contractors, subcontractors and persons furnishing labor, materials, or equipment in connection with this Agreement ("Labor and Materials Bond"). The Labor and Materials Bond shall be in a form substantially the same as Exhibit "C".

(c) Subdivider shall, upon completion of the Improvements, furnish a surety bond in an amount equal to fifty percent (50%) of the construction cost of the Improvements to secure the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof by the City Council ("Warranty Period") against any defective work or labor performed, or defective materials furnished by Subdivider in connection with this Agreement ("Warranty Bond"). The Warranty Bond shall be in a form substantially the same as Exhibit "D".

(d) Pursuant to Government Code Section 66499.9, any liability upon the security given for faithful performance of any act or agreement shall be limited to:

(1) The performance of the work covered by the Agreement or the performance of the required act.

(2) The performance of any changes or alterations in such work; provided that all changes or alterations do not exceed ten percent of the original estimated cost of the Improvements.

(3) The guarantee and warranty of the work for a period of one year following completion and acceptance thereof, against any defective work or labor done or defective materials furnished in the performance of the Agreement or the performance of the act.

(4) Costs and reasonable expenses and fees, including reasonable attorneys' fees.

(e) The surety on each bond and the form thereof shall be satisfactory to City. The surety shall be furnished by a surety company authorized to write the same in the State of California and that is approved and accepted by the City's risk manager.

(f) Subdivider agrees to furnish any bonds required by the State or County for Improvements outside the City's jurisdiction.

(g) The release of any securities shall be governed by the provisions of Government Code Section 66499.7.

Section 5. Inspections

At least fifteen (15) calendar days prior to the commencement of any work hereunder, Subdivider shall notify City in writing of the fixed start date of construction so that City shall be able to provide inspection services. Subdivider shall at all times maintain proper facilities and provide safe access to all parts of the work site(s) for City inspections, including any workshops or plants where work related to the Improvements is being conducted.

Subdivider shall pay and reimburse City for all expenses incurred by City for inspecting and checking all work to be performed under the provisions of the Municipal Code or this Agreement. City Engineering plan checking and field improvement inspection costs are included in the Department of Public Works Fee Schedule which may be revised from time to time.

Section 6. Timing of Performance

Subdivider agrees to perform and complete all Improvements within eighteen (18) months from the date of the recording of the Final Map; provided however, the City Manager may extend the deadline for completion by not more than six (6) months at his or her reasonable discretion and determination that granting the extension will not be detrimental to the public welfare. No extension of this deadline for completion shall be made except upon the basis of a written application made by Subdivider stating fully the ground for the application and the facts relied upon for an extension.

It is further agreed by and between Subdivider and City that any extension granted shall in no way affect the validity of this Agreement or release the surety(ies) on any bond attached hereto or the financial institution guaranteeing the same. Subdivider further agrees to maintain the securities described in Section 4 above in full force and effect during the terms of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by City.

Section 7. Work Performance and Warranty

(a) Subdivider shall construct, at Subdivider's own expense, all of the Improvements in a good and workmanlike manner, and furnish all required materials incident thereto, in accordance with the Plans and to the satisfaction of City, including any changes required by City which in City's opinion are necessary to complete the Improvements.

(b) All work shall be conducted and completed in accordance with the Plans and federal, state, Municipal Code, laws, ordinances, and regulations. For any Improvements partially completed prior to this Agreement, Subdivider agrees to complete the Improvements in accordance with this Agreement.

(c) Neither Subdivider, nor any of Subdivider's agents or contractors in connection with Subdivider's obligations under this Agreement are, or shall be considered to be, employees or agents of City.

(d) The work performance for the Improvements shall not be deemed complete until such time as such Improvements have been accepted for maintenance by the City Council.

(e) Subdivider warrants that: (1) it has investigated the work to be performed under this agreement, (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 Subdivider discover any conditions materially differing from those inherent in the Improvements or work or as represented by City, it shall immediately inform City and shall not proceed, except at Subdivider's risk, until written instructions are received from City.

(f) Subdivider guarantees and warrants the work required by this Agreement and agrees to remedy any defects in the Improvements or work arising from faulty or defective materials or construction occurring within one year after its acceptance. Following notice, Subdivider shall, without delay or cost to City, repair, replace, or construct any defective or unsatisfactory portion of the Improvements. City may, at its sole option, perform the repair or replacement itself if Subdivider or its surety has failed to commence repair within twenty (20) days after City has mailed written notice to Subdivider. In such event, Subdivider or its surety agrees to pay the cost of repair and replacement to City, plus fifteen percent (15%); and City may recover such costs as a lien against the Subdivision. City may proceed immediately to make repairs should an emergency arises.

Section 8. Acquisition and Dedication of Easements or Rights-of-Way

(a) No construction or installation of the Improvements shall be commenced before:

(1) The offer of dedication to City of appropriate rights-of-way, easements, or other interests in real property for the Improvements, which offer of dedication shall be irrevocable and remain open pursuant to California Government Code Section 66477.2, and authorization from the property owner to allow construction or installation of Improvements, or

(2) The dedication to, and acceptance by, City of appropriate rights-of-way, easements, or other interests in real property, as determined by the City Engineer, or

(3) The issuance by a court of competent jurisdiction pursuant to state Eminent Domain Law of an order of possession.

(b) Except as otherwise provided by this Agreement, City rejects all lands, rights-of-way, and easements offered for dedication on the Final Map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by City in its sole discretion at any later date without further notice to Subdivider as provided by law. By way of explanation only, it is the current intention of City to accept all or part of the irrevocable offers to dedicate upon acceptance of the Improvements called for in this Agreement.

(c) Nothing in this Section 8 shall be construed as authorizing or granting an extension of time to Subdivider.

Section 9. Indemnity

Subdivider hereby agrees to save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of any injuries or damages sustained by any person or property resulting or arising, or alleged to have resulted or arisen, from Subdivider or Subdivider's contractors, subcontractors, agents, or employees activities, omissions or operations pursuant to this

Agreement. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Subdivider will defend City, (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.

Subdivider shall defend, indemnify, and hold harmless the City and its elective and appointive boards, officials, officers, agents, employees and volunteers from any claim, action, or proceeding to review, set aside, void, or annul an approval of the City concerning the Map and acts made in respect thereof, provided any such action is brought within the time period provided for in California Government Code Section 66499.37.

City shall promptly notify Subdivider of any claim, action, or proceeding, and cooperate fully in the defense of any claim, action, or proceeding.

It is expressly understood and agreed that this Section 9 will survive termination of this Agreement.

Section 10. Insurance

Concurrent with the execution of this Agreement, Subdivider is required to 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 Subdivider and its Subcontractors relating to or arising from the performance of work associated with the Improvements, and must remain in full force and effect at all times during the period covered by the Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by the City. 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. Any deductibles or self-insured retentions must be declared to and approved by City. If the Subdivider will utilize the services of a General Contractor to perform all of the work associated with the Improvements, then Subdivider may opt to have all coverages provided by Subdivider's General Contractor, provided that a written contract is executed between Subdivider and the General Contractor whereby the written contract specifically required General Contractor to fulfill all of the City insurance requirements as outlined in this Agreement, including all endorsements in favor of the City. Verification of the written contract must be provided to City upon request. If Subdivider fails to provide any of the required coverage in full compliance with the requirements outlined in this Agreement City shall issue a stop work order, or terminate the Agreement for default. Subdivider further understands that the City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Subdivider, at any time as deemed necessary to protect the interests of the City.

(a) Policies and Limits. The following insurance policies and limits are required for this Agreement:

- (1) Commercial General Liability Insurance ("CGL"): Subdivider shall maintain CGL and shall include coverage for liability arising from Subdivider's or its Subcontractor's acts or omissions in the performance of work associated with the Improvements against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) five million dollars (\$5,000,000.00) combined single limit each occurrence and either a general aggregate limit of ten million dollars (\$10,000,000.00) or a general aggregate limit of five million dollars (\$5,000,000) as applied on a "per project"

or “per location” basis, or (ii) the maximum amount of such insurance available to Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater. Further, if CGL coverage is being provided by Subdivider’s General Contractor pursuant to Section 10, General Contractor may elect to insure the CGL exposures under an “Owners and Contractors Protective Liability Policy (OCP)” on which the City is included as an additional insured.

a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

b. CGL policy must include blanket contractual and completed operations.

c. CGL policy will apply as though separate policies have been issued to each insured (“separation of insureds”).

(2) **Workers’ Compensation Insurance and Employer’s Liability:** Subdivider shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers’ Compensation Insurance and Safety Act and provide protection 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 Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater. If Subdivider is self-insured, Subdivider must provide its Certificate of Permission to Self-Insure, duly authorized by the State of California Department of Industrial Relations.

(3) **Automobile Liability:** Subdivider shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Subdivider does not own automobiles, then Subdivider 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) combined single limit, or (ii) the maximum amount of such insurance available to Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(4) **Pollution (Environmental) Liability:** The performance of Subdivider’s work or service under this Agreement involves handling of hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials. Subdivider shall procure and maintain Pollution Liability covering the Subdivider’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 Subdivider under Subdivider’s combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(b) Required Endorsements. Subdivider shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below. Further, if coverages are being provided by Subdivider's General Contractor pursuant to Section 10, endorsements may not be restricted to work performed "under a written contract" (i.e. "blanket endorsements")

(1) ALL Policies:

"Waiver of Subrogation" - Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) ALL Policies except Workers Compensation:

- a. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds.
- b. "Primary and Non-Contributing" - Insurance shall be primary non-contributing.

(c) Subcontractors. Subdivider must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 10 as appropriate based on each subcontractor's scope of work, with respect to its performance of work associated with the Improvements, including those requirements related to the additional insureds and waiver of subrogation.

(d) 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 "VIII" or better.

(e) Certificates. Subdivider shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to the Subdivider's agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten (10) days written notice must be made 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

Section 11. Permits and Requisite Fees

(a) Subdivider shall pay all current fee obligations in the total amount of **\$1,504,288.00** due under City Resolution No. 5592, as amended, in accordance with the Department of Public Work fee schedule, as follows:

- (1) **\$339,226.00** payable at the time of recording of the Final Map, and
- (2) **\$1,165,062.00** payable on a pro-rata basis for each individual lot in the Subdivision prior to final inspection of each and every residence.

(3) All fees payable pursuant to this Subsection (a) constitutes valid and due consideration for City's approval of the Final Map, and amounts set forth are estimates that are subject to change prior to the issuance of building permit(s), subject to resolution or ordinance of the City Council.

(b) Subdivider shall, at its expense, obtain all necessary permits and licenses for the construction of the Improvements, give all necessary notices, and pay all fees and taxes required by law.

(c) Subdivider shall obtain a City of Morgan Hill Business License.

(d) Subdivider agrees to procure, at its expense, any necessary permits for Improvements outside the City's jurisdiction.

Section 12. On-Site Supervision

Subdivider shall designate an on-site supervisor, satisfactory to City, who shall be on the work site(s) at all times during the construction of the Improvements, and who has the authority to act on behalf of Subdivider when communicating with City personnel.

Section 13. Waiver

Waiver by City or Subdivider of any breach of any of the provisions of the Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. Acceptance by City of any work by Subdivider shall not be a waiver of any of the provisions of this Agreement.

Section 14. Notices. All notices shall be personally delivered or mailed, via first class mail to the below listed addresses. 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.

- a. Address of Subdivider is as follows:

b. Address of City is as follows:

City Engineer
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

Section 15. Noncompliance

If City determines that Subdivider is in violation of any federal, state, County or City laws, ordinances, rules, regulations, and requirements, and/or the terms and provisions of this Agreement, it may issue a cease and desist order, stop work order, or other action City deems necessary.

Section 16. Notice of Breach and/or Default

City may serve written notice upon Subdivider and surety of breach of this Agreement or of any portion thereof, and default of Subdivider for any of the following circumstances:

- (a) Subdivider refuses or fails to complete the Improvements as required in Section 6 above.
- (b) Subdivider refuses or fails to perform or cure any defects in the Improvements as required in Section 7.
- (c) Subdivider is insolvent, is subject to a receivership, or files any petition in bankruptcy, either voluntary or involuntary which Subdivider fails to discharge within thirty (30) days.
- (d) The commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance in lieu of or in avoidance of foreclosure.
- (e) Subdivider or any of Subdivider's contractors, subcontractors, agent, or employees materially violates any of the provisions of this Agreement and not cure the violation within a reasonable time.

Section 17. Performance by Surety or City

- (a) In the event of a material breach and/or default by Subdivider, Subdivider's surety shall have the duty to take over and complete the Improvements.
- (b) If the surety, within a reasonable time after receiving notice of Subdivider's default does not provide City written notice to take over the performance of this Agreement or if the surety does not commence performance thereof within the time specified in such notice to City, City may take over the construction of the Improvements and prosecute the same to completion, by contract or by any method City may deem advisable, on behalf and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost or damages incurred by City thereby. In such event, City, without liability for so doing, may take possession of and utilize such materials, appliances, and other property belonging to Subdivider as may be on the work site(s) and necessary therefore to complete the Improvements.

(c) City shall have the right to draw upon or utilize the appropriate security provided for in Section 4 to recover costs and damages to City damages. The right of City to draw upon or utilize the security is additional and not in lieu of any other remedy available to City at law or in equity. The parties agree that the estimated costs and security amounts may not reflect the actual cost of construction or installation of Improvements, and therefore, City damages for Subdivider's default shall be measured by the cost of completing the required Improvements.

(d) Failure of Subdivider to comply with terms of this Agreement shall constitute consent to filing by City of a notice of violation against all lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedies provided in this Subsection (d) are in addition to and not in lieu of other remedies available to City.

(e) In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligation, including the costs of suit and reasonable attorney's fees.

(f) The failure by City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach.

Section 18. Successors in Interest

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties. It shall be recorded in the Office of the Recorder of Santa Clara County concurrently with the Final Map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision. It shall be the responsibility of City to cause the executed Agreement to be recorded.

Section 19. Effective Date

This Agreement shall be effective as of the date and year first above written.

Section 20. Amendment of Agreement

This Agreement may only be amended by mutual consent of the original parties or their successors in interest, provided that any such amendment is executed in writing by the parties to be bound thereby.

Section 21. Execution

By signing this Agreement, the person signing states that he or she is authorized to enter into contracts on behalf of Subdivider. The undersigned, on behalf of Subdivider, binds Subdivider, its partners, successors, executors, administrators, and assigns with respect to the terms and conditions of this Agreement.

Section 22. 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.

Section 23. Law to Govern: Venue

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, the action must be filed in the Santa Clara County Superior Court.

Section 24. Limitations Upon Subcontracting and Assignment.

Neither this Agreement or any portion shall be assigned by Subdivider without prior written consent of City.

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Section 25. Miscellaneous

(a) Compliance with Law: Subdivider shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

(b) Non-Discrimination. Subdivider covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, ancestry, or sexual orientation in any activity pursuant to this Agreement.

(c) Conflict of Interest and Reporting. Subdivider shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

(d) Time of Essence. Time is of the essence in the performance of this Agreement.

(e) Interpretation. This Agreement shall be interpreted as though prepared by both parties.

(f) Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

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

[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.]

CITY OF MORGAN HILL

By:

Christina J. Turner, City Manager

Date: _____

ATTEST:

By:

Michelle Bigelow, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date: _____

"Subdivider"

D.R. Horton BAY, Inc.

By:

Richard P. Ambrosini, Vice President

Date: 4/27/2020

By:

Julie A. Nebozuk, Assistant Secretary

Date: 4-27-20

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~~ Alameda

On April 20th 2020, before me, Dominique VanKesteren a Notary Public in and for said County and State, personally appeared Richard P. Ambrosini proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

D. VanKesteren

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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~~ Alameda

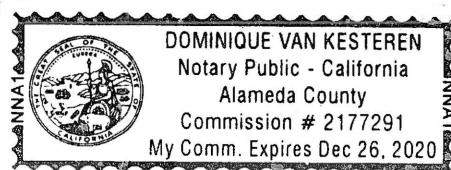
On April 20th 2020, before me, Dominique VanKesteren a Notary Public in and for said County and State, personally appeared Julie A. Nebozuk proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

D. VanKesteren

SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

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

STATE OF California)SS
COUNTY OF Alameda)

On April 28th 2020, before me, Dominique Van Kesteren, Notary Public, personally appeared Julie A. Nebozyk

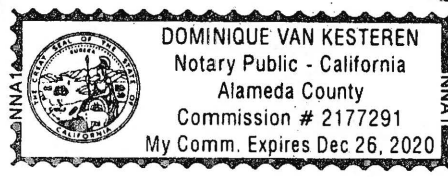
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

[Signature]



This area for official notarial seal

My Commission Expires: 12-26-20

Notary Name: Dominique Van Kesteren

Notary Registration Number: #2177291

Notary Phone: 925-225-7464

County of Principal Place of Business: Alameda

EXHIBIT "A"

IMPROVEMENTS AND

ESTIMATED COSTS OF IMPROVEMENTS

AS OF APRIL 2020

MH 216134

4/22/2020

Engineer's Cost Estimate
Montecito Estates (Public Improvements Only)

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
Schedule I - Streets and Earthwork					
1	Site clearing and grubbing (excludes structural demo and tree removal)	1	LS	\$ 3,000.00	\$ 3,000.00
2	Street grading	3,094	CY	\$ 10.00	\$ 30,940.00
4	Street finish grading	63,862	SF	\$ 0.20	\$ 12,772.40
5	Public street pavement (4" AC on 14.5" AB)	42,960	SF	\$ 5.50	\$ 236,280.00
6	Street grind & overlay with min. 2" AC	1,224	SF	\$ 2.00	\$ 2,448.00
7	City std sidewalk on egg base (incl. handicap ramps & driveway aprons)	12,822	SF	\$ 8.00	\$ 102,576.00
9	City std curb & gutter on app. Base	2,312	LF	\$ 28.00	\$ 64,736.00
11	City std. street barricade at Julianne Way terminus	40	LF	\$ 60.00	\$ 2,400.00
12	Street name signs	4	EA	\$ 500.00	\$ 2,000.00
13	Street monuments	6	EA	\$ 600.00	\$ 3,600.00
14	City std. Street lights	10	EA	\$ 3,200.00	\$ 32,000.00
17	Stop sign & legends	1	LF	\$ 600.00	\$ 600.00
18	Erosion control	1	LS	\$ 5,000.00	\$ 5,000.00
Total Schedule I					\$ 498,352.40
Schedule II - Water					
1	8" Ø DIP water main (incl. valves, fittings & pavement restoration)	935	LF	\$ 48.00	\$ 44,880.00
2	Fire hydrant assembly complete	3	EA	\$ 3,200.00	\$ 9,600.00
3	Relocate existing fire hydrant on Diana Avenue	1	EA	\$ 1,200.00	\$ 1,200.00
4	1.5" Ø City landscape water service with RPBF	1	EA	\$ 3,200	\$ 3,200.00
5	1" Ø City landscape water service with RPBF	2	EA	\$ 2,500	\$ 5,000.00
6	1" Ø City std. water service	24	EA	\$ 1,400.00	\$ 33,600.00
Total Schedule II					\$ 97,480.00
Schedule III - Sanitary Sewer					
1	8" ØPVC (SDR 26)	512	LF	\$ 48.00	\$ 24,576.00
1	6" ØPVC (SDR 26)	394	LF	\$ 45.00	\$ 17,730.00
2	City std. Manhole	6	EA	\$ 3,200.00	\$ 19,200.00
3	Replace existing manhole on Lotus Way	1	LS	\$ 5,000.00	\$ 5,000.00
4	4" Ø PVC sewer lateral	24	EA	\$ 2,800.00	\$ 67,200.00
Total Schedule III					\$ 133,706.00
Schedule IV - Storm Drainage					
1	18" Ø RCP	465	LF	\$ 72.00	\$ 33,480.00
2	15" Ø RCP (incl 2 sacks/yd cement slurry backfill for laterals with less than 24" cover)	436	LF	\$ 82.00	\$ 35,752.00
3	12" Ø RCP	248	LF	\$ 60.00	\$ 14,880.00
4	City Std. 48"Ø manhole	6	EA	\$ 3,500.00	\$ 21,000.00
5	City Std 60"Ø manhole	1	EA	\$ 6,500.00	\$ 6,500.00
6	Adjust existing storm manhole cover to finish grade	2	EA	\$ 900.00	\$ 1,800.00
7	Replace existing manhole grate with a std frame and cover @ Lotus Way	1	EA	\$ 600.00	\$ 600.00
8	City std. curb inlet	9	EA	\$ 2,800.00	\$ 25,200.00
Total Schedule IV					\$ 139,212.00
Total Schedule I-IV					\$ 868,750.40

Attachment: Subdivision Improvements Agreement [Revision 1] (2726 : FINAL MAP APPROVAL OF MONTECITO ESTATES - TRACT NO. 10535)

EXHIBIT "B"
PERFORMANCE BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and D.R. Horton BAY, Inc. (hereinafter designated as "principal") have entered into a Subdivision Improvement Agreement:

D.R. Horton BAY, Inc.
Montecito Estates – Tract No. 10535

whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as project **Montecito Estates**, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Morgan Hill hereinafter called ("City"), in the penal sum of eight hundred sixty-eight thousand seven hundred fifty dollars (\$868,750.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number are as follows:

License No.: _____

Address: _____

Telephone No.: _____

The non-resident agent for the Surety, if any, is a party to the transaction:

Name of non-resident _____

agent:

Non-resident agent's office
address:

Telephone
No.:

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Executed this _____ day of _____ 20____.

[form document – do not execute]

[form document – do not execute]

Principal

Principal

By: *[form document – do not execute]*

Surety

By: *[form document – do not execute]*

Attorney-in Fact

By: *[form document – do not execute]*

California Resident Agent

By: *[form document – do not execute]*

Non-resident Agent - Attorney-in-Fact

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

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 _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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 _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

Performance Bond Page 4 of 4
Version July 2017

EXHIBIT "C"
LABOR AND MATERIAL BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and D.R. Horton BAY, Inc. (hereinafter designated as "the principal") have entered into a Subdivision Improvement Agreement:

D.R. Horton BAY, Inc.
Montecito Estates – Tract No.10535

whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20_____, and identified as project **Montecito Estates**, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Morgan Hill to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as corporate surety, and their successors and assigns are held firmly bound unto the City of Morgan Hill and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of eight hundred sixty-eight thousand seven hundred fifty dollars (\$868,750.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Morgan Hill in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number as follows:

License No.:

Address: _____

Telephone No.: _____

The following non-resident agent, if any, for the Surety is a party to the transaction:

Name of non-resident agent: _____,

Non-resident agent's office address: _____

Telephone No.: _____

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Executed this _____ day of _____ 20____.

[form document – do not execute]

Principal

[form document – do not execute]

Principal

By: *[form document – do not execute]*

Surety

By: *[form document – do not execute]*

Attorney-in Fact

By: *[form document – do not execute]*

California Resident Agent

By: *[form document – do not execute]*

Non-resident Agent - Attorney-in-Fact

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date: _____

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date: _____

(Acknowledgment on following page.)

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 _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

EXHIBIT "D"
WARRANTY BOND
(50% of Cost of Construction)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California (hereinafter designated as "City"), and D.R. Horton BAY, Inc. (hereinafter designated as "Principal") have entered into a Subdivision Improvement Agreement (hereinafter "Agreement"):

D.R. Horton BAY, Inc.
Montecito Estates – Tract No. 10535

whereby the Principal agrees to install and complete certain designated public improvements (hereinafter "Improvements"), which said Agreement, dated _____, 20_____, and identified as project Montecito Estates, is hereby referred to and made a part hereof; and

Whereas, under the terms of said Agreement, the Principal is required to furnish a bond to guarantee and warrant the work required by said Agreement for a period of one year following the completion and acceptance by the City of the Improvements, against any defective work or labor performed, or defective materials furnished by Principal.

Now, therefore, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Morgan Hill in the penal sum of four hundred thirty-four thousand three hundred seventy-five dollars (\$434,375.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

If Principal faithfully carries out and performs its guarantee and warranty under the Agreement, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Principal promptly reimburses City for all loss and damage that City sustains because of Principal's failure to makes such repairs in accordance with the Agreement requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

Surety waives the provisions of Civil Code Sections 2819 and 2845. Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement

Warranty Bond Page 1 of 4
Version July 2017

or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

In witness whereof, this instrument has been duly executed by the principal and surety above named.

SURETY:

Principal:

Date: _____

Date: _____

s/ [form document – do not execute]

s/ [form document – do not execute]

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Acknowledgment with Notary

Seal and Power of Attorney)

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date: _____

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date: _____

END OF WARRANTY BOND

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 _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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State of **California**
County of **Santa Clara**

On _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

Warranty Bond Page 4 of 4
Version July 2017

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

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

RECORD AT NO FEE PER
GOVERNMENT CODE SECTIONS 6103
& 27383

726-09-001, 726-09-002

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

THIS STORMWATER BEST MANAGEMENT PRACTICES OPERATION, AND MAINTENANCE AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 2020, by **D.R. Horton Bay Inc., a Delaware Corporation**, (hereinafter referred to as "COVENANTOR") and the City of Morgan Hill ("CITY"). CITY and COVENANTOR may be referred to individually as a "Party" or collectively as the "Parties" throughout this AGREEMENT.

RECITALS:

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

- A. CITY is authorized and required to regulate and control the disposition of storm and surface waters as set forth in CITY's National Pollutant Discharge Elimination System permit.
- B. COVENANTOR is the owner of a certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "PROPERTY").
- C. COVENANTOR desires to construct certain improvements of the kind or nature described in Morgan Hill Municipal Code Chapter 18.140 (the "ORDINANCE") on the PROPERTY that may alter existing stormwater conditions on both the PROPERTY and adjacent lands.
- D. To minimize adverse impacts due to these anticipated changes in existing storm and surface water flow conditions, COVENANTOR is required by CITY to implement Best Management Practices ("BMPs") and to build and maintain, at COVENANTOR's expense, stormwater management facilities ("FACILITIES"), more particularly described and shown in the **Stormwater Runoff Management Plan for Montecito Estates, Tract No.10535** prepared by **MH engineering Co.** and dated **March 29, 2020**, which plans and any amendments thereto, are on file with CITY's Development Services Department, and are hereby incorporated by this reference.
- E. CITY has reviewed and approved the Stormwater Runoff Management Plan (the "PLAN") subject to the execution of this AGREEMENT.

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

1. Covenants Running with the Land; Property Subject to Agreement: All of the real property described in Exhibit "A" shall be subject to this AGREEMENT. It is intended and determined that the provisions of this AGREEMENT shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real PROPERTY or any portion thereof and shall be for the benefit of each owner of any of said parcels or any portion of said PROPERTY and shall inure to the benefit of and be binding upon each successor in interest of the owners thereof. Each and all of the limitations, easements, obligations, covenants, conditions, and restrictions contained herein shall be deemed to be, and shall be construed as, equitable servitudes, enforceable by any of the owners of any of the PROPERTY subject to this AGREEMENT against any other owner, tenant or occupant of the said PROPERTY, or any portion thereof.
2. Responsibility for Installation, Operation, and Maintenance: At its sole expense, COVENANTOR, its successors, and assigns, shall construct, operate, and perpetually maintain the FACILITIES in strict accordance with the PLAN and any amendments thereto that have been approved by CITY or required by the ORDINANCE. COVENANTORS with structural FACILITIES serving their property shall conduct inspections on the property in accordance with Exhibit "B."
3. Facility Modifications: At its sole expense, COVENANTOR, its successors, and assigns, shall make such changes or modifications to the FACILITIES as may be determined as reasonably necessary by CITY to ensure that the FACILITIES are properly maintained and continue to operate as originally designed and approved. COVENANTOR agrees that it shall not modify the BMPs and shall not allow BMP maintenance activities to alter the designed function of the FACILITIES from its original design unless approved by CITY prior to the commencement of the proposed modification or maintenance activity.
4. Facility Inspections by City: At reasonable times and in a reasonable manner as provided in the ORDINANCE, CITY, its agents, employees, and contractors shall have the right of ingress and egress to the FACILITIES and the right to inspect the FACILITIES in order to ensure that the FACILITIES are being properly maintained, are continuing to perform in an adequate manner, and are in compliance with the ORDINANCE, the PLAN and any amendments thereto approved by CITY.
5. Failure to Perform Required Facility Repairs or Modifications: Should either COVENANTOR or its successors and assigns fail to implement the BMPs, maintain the FACILITIES, or correct any defects in the FACILITIES in accordance with the approved design standards and/or the PLAN, and in accordance with the law and applicable regulations of the ORDINANCE, after thirty (30) days from the date of the written notice from CITY, CITY shall have the right to enter the PROPERTY to perform remedial work, for which CITY will collect reimbursement for such work from COVENANTOR. Additionally, conditions from failure to implement the BMPs or to maintain or correct the FACILITIES shall be deemed a nuisance subject to abatement of such conditions as provided in Chapter 1.18 of the Morgan Hill Municipal Code. In addition, CITY may pursue other such remedies as provided by law, including, but not limited to, such civil and criminal remedies set forth in the ORDINANCE.
6. Indemnity: COVENANTOR, its successors, and assigns, shall defend, indemnify, and hold CITY harmless of and from any and all claims, liabilities, actions, causes of action, and damages for personal injury and property damage, including, without limitation, reasonable attorneys' fees, arbitration fees, or costs and court costs, arising out of or related to COVENANTOR's, its successors', and/or assigns' construction, operation, or maintenance of the FACILITIES except claims, liabilities, actions, causes of action, and damages that arise out of CITY's sole negligence or willful misconduct or the sole

negligence or willful misconduct of any of CITY'S employees, agents, representatives, contractors, vendors, or consultants.

7. Obligations and Responsibilities of Covenantor: Initially, COVENANTOR is solely responsible for the performance of the obligations required hereunder and, to the extent permitted under applicable law, the payment of any and all fees, fines, and penalties associated with such performance or failure to perform under this AGREEMENT. Notwithstanding any provisions of this AGREEMENT to the contrary, upon the recordation of a deed or other instrument of sale, transfer or other conveyance of fee simple title to the PROPERTY or any portion thereof (a "Transfer") to a third party (the "Transferee"), COVENANTOR shall be released of all of its obligations and responsibilities under this AGREEMENT accruing after the date of such Transfer to the extent such obligations and responsibilities are applicable to that portion of the PROPERTY included in such Transfer, but such release shall be expressly conditioned upon the Transferee assuming such obligations and responsibilities by recorded written agreement for the benefit of CITY. Such written agreement may be included in the Transfer deed or instrument, provided that the Transferee joins in the execution of such deed or instrument. A certified copy of such deed, instrument, or agreement shall be provided to CITY. The provisions of the preceding three sentences shall be applicable to the original COVENANTOR and any successor Transferee who has assumed the obligations and responsibilities of COVENANTOR under this AGREEMENT as provided above.

COVENANTOR is responsible for paying to CITY an annual administrative fee as established by City Council to cover costs associated with review of inspection reports, logging inspections as required for compliance with CITY'S Phase II NPDES Permit, reporting to the Regional Water Quality Control Board, and follow-up as needed. City Council shall update fee schedules thereafter as applicable in perpetuity. COVENANTOR will be responsible for paying late fees and other penalties for submitting inspection reports and other documentation required by CITY more than seven days after submission deadlines.

8. Property Transfer: Nothing herein shall be construed to prohibit a transfer by COVENANTOR to subsequent owners and assigns.
9. Attorneys' Fees: In the event that any Party institutes legal action or arbitration against the other to interpret or enforce this AGREEMENT, or to obtain damages for any alleged breach hereof, the prevailing party in such action or arbitration shall be entitled to reasonable attorneys' or arbitrators' fees in addition to all other recoverable costs, expenses, and damages.
10. Further Documents: The Parties covenant and agree that they shall execute such further documents and instructions as shall be necessary to fully effectuate the terms and provisions of this AGREEMENT.
11. Entire Agreement: This AGREEMENT constitutes the entire agreement of the Parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral. There are no representations, agreements, arrangements, or undertakings, oral or written, that are not fully expressed herein.
12. Severability: In the event any part or provision of this AGREEMENT shall be determined to be invalid or unenforceable under the laws of the State of California, the remaining portions of this AGREEMENT that can be separated from the invalid, unenforceable provisions shall, nevertheless, continue in full force and effect.

13. No Waiver: The waiver of any covenant contained herein shall not be deemed to be a continuing waiver of the same or any other covenant contained herein.
14. Amendment: This AGREEMENT may be amended in whole or in part only by mutual written agreement. Any such amendment shall be recorded in Santa Clara County, California. In the event any conflict arises between the provisions of any such amendment and any of the provisions of any earlier document or documents, the most recently duly executed and recorded amendment shall be controlling.
15. Authority to Execute: The persons executing this AGREEMENT on behalf of the parties warrant that they are duly authorized to execute this AGREEMENT.
16. In the event that CITY shall determine, at its sole discretion, at any future time, that the FACILITIES are no longer required, then at the written request of COVENANTOR, its successors, and/or assigns, CITY shall execute a release of this AGREEMENT which COVENANTOR, its successors, and/or assigns, shall record in the Recorder's Office, at its expense.

Executed the day and year first above written.

COVENANTOR:

By: _____

Name: (ENTER NAME)

Title: (ENTER TITLE)

CITY OF MORGAN HILL:

By: _____

Name: CHRISTINA J. TURNER

Title: CITY MANAGER, CITY OF MORGAN HILL

APPROVED AS TO FORM:

By: _____

Name: DONALD A. LARKIN

Title: CITY ATTORNEY, CITY OF MORGAN HILL

EXHIBIT "A"

NOTE: Legal Description to be completed once Final Map has recorded.

**LEGAL DESCRIPTION OF
PROPERTY**

All that certain real property situated in the County of Santa Clara, State of California and being a portion of land shown upon the Final Map for "Montecito Estates" Tract No. 10535, recorded in Book ___ of Maps, Pages __ through__, on _____, 2021 at the Office of the Recorder of Santa Clara County, and being more particularly described as follows:

All of 'Common Area & P.S.D.E. as shown upon said map.

END OF DESCRIPTION.

This description was prepared by me or under my direction in conformance with the requirements of the Land Surveyor's Act.

Harinder Singla, PLS 8347

Date

Expires: 12/31/2021

Prepared by the firm of MH engineering Company, Morgan Hill, CA

Attachment: Stormwater BMP Operation and Maintenance Agreement (2726 : FINAL MAP APPROVAL OF MONTECITO ESTATES - TRACT NO.

EXHIBIT "B"**INSPECTION REQUIREMENTS**

Inspections shall occur on a schedule compliant with the requirements imposed by the State of California. At this time, the following requirements are in place:

- (a) The COVENANTOR shall be responsible for having all stormwater management facilities inspected for condition and function by a certified Qualified Stormwater Practitioner (QSP).
- (b) Stormwater facility inspections completed by the QSP shall be completed once in the fall in preparation for the wet season, and once in the spring. Fall inspections shall include a visual inspection only. The spring inspection shall include a visual inspection as well as completion of technical tests and observations required under the CITY'S Phase II National Pollutant Discharge Elimination System (NPDES) Permit. COVENANTOR shall provide the CITY with records of inspections using the City's approved visual inspection report template (fall and spring inspections) and applicable City approved technical field data sheets (spring inspection only). COVENANTOR shall submit to the CITY all inspection documents with completed records of inspections, maintenance, and repair.

COVENANTOR understands that these requirements may be changed in the future as the direct result of changes in the regulations imposed on CITY or COVENANTOR by the State of California. CITY shall provide COVENANTOR with reasonable notice of changes in these requirements.

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 _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)

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 _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

SIGNATURE OF NOTARY PUBLIC

(ABOVE AREA FOR NOTARY SEAL)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Lynette Kong, Associate Engineer
APPROVED BY: City Manager

AWARD 2020 PAVEMENT RESURFACING PROJECT TO MCK SERVICES, INC.

RECOMMENDATION(S)

1. Approve the 2020 Pavement Resurfacing Project plans and specifications;
2. Award contract to MCK Services, Inc. for the 2020 Pavement Resurfacing Project in the amount of \$2,473,669;
3. Authorize expenditure of construction contingency funds not to exceed \$371,050; and
4. Authorize the City Manager to execute and administer the construction contract with MCK Services, Inc. pending review and approval by the City Attorney's office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Infrastructure

2020-2021 Strategic Priorities

Financial Sustainability
Transportation

GUIDING DOCUMENTS

Bikeways
Trails
Parks and Recreation Masterplan
General Plan/Housing Element

REPORT NARRATIVE:

The 2020 Pavement Resurfacing Project includes the resurfacing of the following streets:

- East Dunne Avenue, from Monterey Road to Condit Road
- Tennant Avenue, from Vineyard Boulevard to Ant Court (start of Highway 101 Interchange)
- Condit Road, from East Dunne Avenue to north of the Ford Store
- Encino Drive, from Sunnyside Avenue to the eastern end
- Roble Drive, from Encino Drive to the western end
- Via Castana, from Via del Castille to Encino Drive

The Project's Scope of Work is described as follows, but not limited to: pavement milling and micro-milling, cold in-place recycling (CIR) pavement rehabilitation, hot mix asphalt concrete (AC) overlay, full depth AC pavement repairs, slurry sealing, crack sealing, replacement of all existing traffic delineation and markings, utility adjustments, traffic

signal loop restorations, and all related work on various streets within the City limits. The striping work will include green bicycle lanes at the East Dunne Avenue/Highway 101 interchange.

The plans and specifications are available for review on the City's web page under the Government tab and Community Projects site: <https://www.morgan-hill.ca.gov/1436/Project-Plans-Specifications-and-Bid-Res>

The bid opening was held on May 27, 2020 and the four (4) bids received are listed below:

MCK Services, Inc.	\$2,473,669
O'Grady Paving, Inc.	\$2,596,414 *
Granite Rock Company	\$2,615,541
Teichert Construction	\$2,722,368 **

**construction bid was adjusted due to calculation error*

***A. Teichert & Son, Inc. dba Teichert Construction*

The low bidder, MCK Services, Inc. is an experienced public works contractor with over 20 years of paving construction experience throughout the Bay Area. MCK Services, Inc.'s bid amount of \$2,473,669 is within the engineer's estimate. Staff recommends moving forward with this project to improve the condition of the project streets and prevent further deterioration leading to costlier pavement rehabilitation treatments. Therefore, staff recommends the award of the contract to MCK Services, Inc. for \$2,473,669. Staff anticipates construction to commence in late-July 2020 and be completed by October 2020.

COMMUNITY ENGAGEMENT: Inform

City staff will be coordinating significant communications prior to and during the project through various forms of media, including citywide emails, social media posts and routine updates on the City website. Updates will occur as often as necessary to inform the community of impacts as the project progresses. The project sites are located adjacent to residences and businesses and the contractor will provide written notifications to affected residents and businesses in advance of construction activities.

The major grinding and paving work along Condit Road, East Dunne Avenue, and Tennant Avenue will be performed at night to minimize impacts to the community.

ALTERNATIVE ACTIONS:

The award of this contract will improve the overall condition of the project streets as identified and selected from the City's Pavement Management Report. No alternative actions are presented at this time. Should the Council not elect to move forward with the project, funds would not be expended and could be used on a future pavement project. Future projects would not occur until the summer of 2021, resulting in roadways degrading further.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On June 6, 2018, the City Council adopted the FY 2018-19 through 2023-24 Capital Improvement Program.
- On April 3, 2019, City Council approved a funding agreement with the Santa Clara Valley Transportation Authority (VTA) for the 2016 Measure B Local Streets and Roads Program.
- On April 15, 2020, City Council adopted a Resolution approving the FY2020-21 list of street rehabilitation projects funded by SB 1: The Road Repair and Accountability Act; the adopted project list included East Dunne Avenue (between the intersections of Monterey Road and Condit Road) and Tennant Avenue (between the intersections of Vineyard Boulevard and Ant Court).

FISCAL AND RESOURCE IMPACT:

If approved, the total authorization for this project would be \$2,844,719, which includes a 15% contingency of \$371,050. There are adequate budgetary appropriations within the FY 2019-20 Budget for this project (519000). The Street CIP Fund (308) is funded through a variety of dedicated funding sources that are specific for maintenance of City roadways and cannot be used for other purposes.

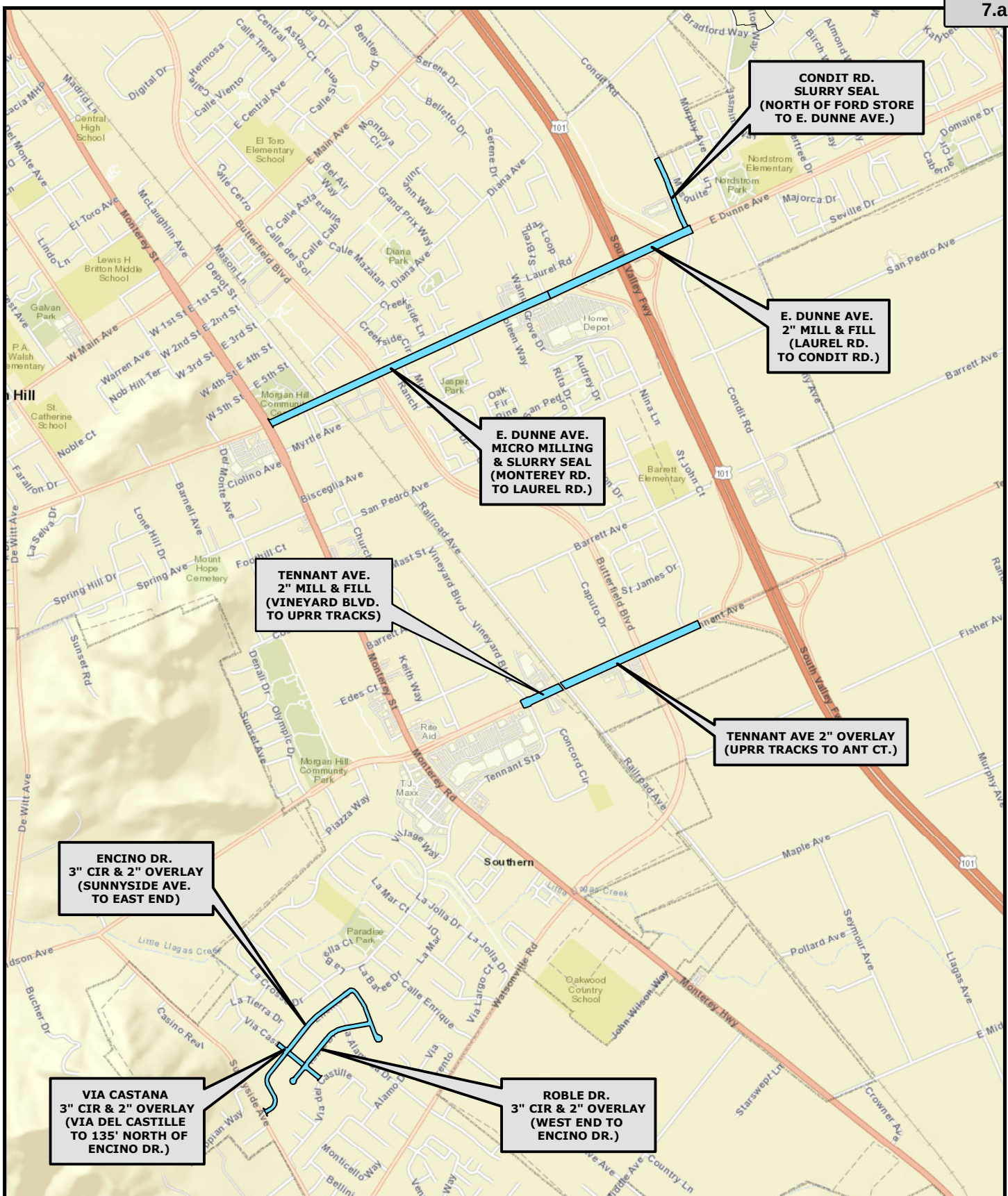
CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA Guidelines (Existing Facilities), as the subject work involves the repair, maintenance, or minor alteration of existing City facilities involving negligible or no expansion of use of those facilities.

LINKS/ATTACHMENTS:

1. Project Location Map



**Engineering and Utilities Department
CIP Engineering Division**

G:\R-14\Proj\GIS\John\Lynette_2019PvmntProjDiag.mxd

2020 PAVEMENT RESURFACING PROJECT



0 625 1,250 2,500 3,750 5,000
Feet



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Edith Ramirez, Economic Development Director
APPROVED BY: City Manager

APPROVE ECONOMIC DEVELOPMENT RECOVERY PLAN

RECOMMENDATION(S)

Approve the recommended Economic Development Recovery Plan.

COUNCIL PRIORITIES, GOALS & STRATEGIES

2020-2021 Strategic Priorities

Economic Development

Financial Sustainability

Transportation

GUIDING DOCUMENTS

Downtown Specific Plan

Economic Blueprint

General Plan/Housing Element

REPORT NARRATIVE:

On May 20, 2020, the City Council provided direction to the City Manager to take immediate action and implement an economic recovery plan to employ strategies recommended by staff as well as incorporate comments provided at the Council meeting.

This report outlines an economic recovery plan that takes immediate action to respond to the needs of Morgan Hill's businesses, while at the same time continues to execute strategies that support fiscal sustainability.

On May 29, 2020, the City Manager and City Attorney announced actions exercising their discretion to ease enforcement of certain City regulations in order to encourage economic activity and to speed up recovery from the shelter in place orders. Specifically, they have:

1. Suspended enforcement of minimum parking requirements in shopping centers and commercial districts to allow the use of outdoor areas for retail merchandise and pick-up, and for expanded restaurant space.
2. Suspended enforcement of limitations on hours of operation in order to allow commercial and industrial operations to continue with social distancing—this suspension does not apply to hours of operation for bars and restaurants that serve alcohol.

3. Suspended enforcement of construction hours beginning at 6 a.m. to 8 p.m. Monday through Saturday for certain large construction projects, except in public rights-of-way. Home remodels in residential neighborhoods are not included.
4. Created streamlined processes to modify design review approvals for projects impacted by COVID-19. This will allow developers to value-engineer approved projects and to modify designs to allow social distancing. Fees for this streamlined process will be waived.
5. Created a streamlined process for encroachment permits to allow the use of City rights-of-way and other public spaces to expand retail and restaurant operations to allow social distancing. Fees for this streamlined process will be waived.

In addition to these actions, the City is actively preparing additional economic recovery tools:

A. The City is developing a “**Morgan Hill Ready**” handbook with protocols and strategies for reopening by industry. The handbook will be mailed to every business that holds a business license, distributed electronically, and posted on the City’s website.

B. The City is developing a “**Morgan Hill Dine al Fresco**” guide for restaurants with information about how to obtain a temporary encroachment permit for City-owned/regulated sidewalks and streets from the City and amend necessary permits from the County Health Department and Alcoholic Beverage Control (ABC). This will allow restaurants to meet physical distancing requirements by expanding their footprint outdoors onto private outdoor spaces or City’s public right-of-way, like sidewalks or on street parking spaces. This authority does not override private property CCR’s where applicable.

C. The City will implement a “**Morgan Hill Open for Business**” comprehensive preliminary review with representatives from Fire, Police, Planning, Building, Engineering, Housing, Economic Development, and Public Services the first Monday of the month, starting in July. This once-a-month meeting will provide businesses an opportunity to ask questions and get immediate feedback on conceptual plans to identify potential issues or concerns and receive direction at the early stages of project design.

D. The City will modify the City’s **Parklet Pilot Program** to ease requirements and expectations of parklets, allowing businesses to utilize their adjacent parking space for business expansion. The businesses will be required to use an approved traffic safety device to create a barrier to protect space users from vehicles and comply with ADA requirements without having to build a deck. City staff is currently exploring the costs associated with purchasing a large quantity of traffic safety devices as the City may be in the best position to quickly acquire the required devices, and obtain them for a better price (buying bulk). Should the City invest in these barriers, the City can always use them and repurpose them for other activities such as events and street improvements.

E. The City will work with partners to develop and implement a **Buy Local Campaign** creating awareness of local retailers and goods to encourage local spending.

F. The City will review freeway sign regulations and identify improvements to support existing and new commercial development.

G. The City will develop design guidelines for new developments to require construction of telecommunications facilities and wireless technology in new developments.

H. The City is reaching out to all shopping center owners to inform them of the suspension of enforcement of parking and other regulations that interfere with the ability to use outdoor spaces for retail and restaurant space.

I. The City will work with property owners that have vacant storefronts and match spaces with retailers that are looking for opportunities to create displays to promote their business. This will provide retailers that lost their space or do not have brick and mortar presence to have a window presence while at the same time provide an opportunity to activate dark spaces.

J. The City will work with community partners and event organizers to develop and execute events that meet physical distancing requirements.

K. The City will work with property owners and artists to identify opportunities for murals throughout the City. The City will match interested artists with property owners interested in beautifying their blank walls.

L. The City will apply for federal grant dollars through the EDA CARES Act to enhance telecommunications capacity, with the goal of expanding infrastructure to residential and commercial areas in Morgan Hill by leveraging the City's service contract for City facilities.

M. The City will prioritize tenant improvement applications for companies needing to rearrange equipment and change layout to meet physical distancing requirements.

N. The City will implement a business retention program, with immediate outreach to the top 100 employers and top 100 sales tax generators with a focus to ascertain the business' immediate two-year plans, and develop a "lease term-expiration" schedule to support future retention efforts.

O. The City will reach out to the Downtown property and business owners for the purpose of creating a Business Improvement District (BID) for property improvements, marketing, and promotion for Downtown. If there is sufficient support, the City will provide a loan to hire a consultant to initiate engineering documents and hold an election, similar to the process used for the creation of the Tourism Business Improvement District.

P. The City will cease temporary permit requirements of City-owned parks use by fitness and recreation businesses, allowing businesses that hold a current business

license and currently own or lease commercial space to use park facilities as long as their fitness/recreation classes do not conflict with State or County SIP orders.

In addition to these activities, the City will continue to provide COVID-19 crisis management support to businesses by:

1. Collecting and disseminating important information to employers and employees, through the City's website, the City's 411 e-blast, Choose Morgan Hill's business resources newsletters and through social media platforms and through community partners.
2. Continuing business outreach to large and small businesses throughout the entire city.
3. Continuing to work with the development community to assist projects under construction that are impacted by the economic crisis.
4. Providing technical and financial resources in partnership with the Grow Morgan Hill Fund, the Small Business Development Center, Silicon Valley Strong, and local community partners.

On June 3, the City Council will also receive a report on:

1. Monterey Road Complete Streets/Lane Reductions that would consider repurposing a traffic lane and on-street parking along Monterey Road through Downtown to create a more walkable, bikeable Downtown while at the same time creating more space for retailers, restaurants, and;
2. Staff comments on the High-Speed Rail Environmental Impact Report/Study (EIR/S)

At the June 17, 2020 meeting, staff will bring forward a policy recommendation for the City's Impact Fee Freeze program to formalize it. To expedite the completion of the Industrial Preservation Policy and the Retail Concentration Policy, staff has engaged the services of the Urban Land Institute (ULI) San Francisco. ULI will assemble a Technical Assistance Panel (TAP), an expert panel of unpaid volunteers from the 2,300+ ULI members in the San Francisco District Council chosen specifically for this assignment.

The TAP is scheduled to meet for three days (June 10-12) and provide the City of Morgan Hill tactical strategies to support the City's industrial preservation and retail concentration policies. The TAP will present their recommendations on June 12 and the meeting will be made public, the session will be recorded and shared on the City's website. Staff will present policy recommendations to the Planning Commission and City Council in July. No industrial or commercial conversions will be presented to Planning Commission or City Council for approval until the City has approved Industrial Preservation and Retail Concentration policies.

Finally, the economic development staff will continue negotiations with Wave Broadband to service City facilities and explore enhanced connectivity to residential and commercial neighborhoods. Staff will schedule a workshop with the Council in early Fall once more details of a potential service partnership have been further detailed.

Staff will continue the on-going conversations with the County of Santa Clara regarding their plans to revitalize the DePaul Health Center, consider updating the Healthcare Market and Service Needs Study, and work with other healthcare providers to facilitate expansion of healthcare services in Morgan Hill.

COMMUNITY ENGAGEMENT: Collaborate

Community outreach during the pandemic has been done through the City's 411 e-blast, direct phone calls, a post card to all businesses, newsletters, email communications, and Business Resiliency Roundtables. This report serves to inform the Council and community on potential next steps.

The City held a Community Townhall meeting on May 21, 2020 and a Planning Commission workshop on May 26, 2020, dedicated to generating ideas for economic recovery.

ALTERNATIVE ACTIONS:

The Council may choose to cut economic development's programming budget and limit work program activities.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In 2017, the City Council approved the Economic Blueprint that provides direction on the priorities for the Economic Development work program.

On May 6, 2020, City Council directed staff to develop recommendations for an economic recovery plan that responds to the needs of the local business community; Staff discussed economic recovery ideas at the May 20, 2020 Council meeting.

FISCAL AND RESOURCE IMPACT:

Instead of making the adjustment to the Economic Development budget as recommended at the May 15 Council Budget Workshop, to remove the Economic Development Fellow, as well as contractual services and supplies, no budget reductions will be implemented and monies will be repurposed to implement the recommendations in this report (excluding the Monterey Road Complete Streets/Lane Reductions which will be evaluated separately and the PBID implementation). An additional \$45,000 will be added to the Economic Development budget to support the PBID formation (temporary loan). These changes will be included in the budget that will be presented to the City Council for adoption on June 17. Also, Economic development will receive additional staff support from current Morgan Hill teammates to help execute the COVID-19 pandemic crisis management and recovery plans recommendations.

CEQA (California Environmental Quality Act):

Not a Project – the Economic Development work plan is an administrative activity of government that will not result in direct or indirect physical changes in the environment. While some projects on the work plan may result in changes to the physical environment, those projects will undergo appropriate environmental review on a project by project basis to meet CEQA requirements.



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: John Lang, Economic Development Manager
APPROVED BY: City Manager

APPROVE AN IMPACT FEE FREEZE AGREEMENT WITH APPLIED MOTION PRODUCTS, INC. FOR A NEW INDUSTRIAL BUILDING ON 2.43 ACRES LOCATED ON MADRONE PARKWAY AND DIRECT STAFF TO RETURN WITH CHANGES TO THE IMPACT FEE PROGRAM

RECOMMENDATION(S)

1. Direct the City Manager to execute an Impact Fee Freeze Agreement with Applied Motion Products, Inc. for the development of a 21,180 square foot new industrial building located on Madone Parkway;
2. Direct staff to make changes to the Impact Fee Freeze Program to remove assisted living and memory care uses as approved uses under the program; and
3. Direct staff to return with a City Council policy formalizing the Impact Fee Freeze Program on June 17, 2020 as an on-going City program.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Infrastructure

2020-2021 Strategic Priorities

Economic Development

GUIDING DOCUMENTS

Economic Blueprint

REPORT NARRATIVE:

In 2018, the City of Morgan Hill began conversations with Applied Motion Products, Inc. about the possibility of relocating their operations from Watsonville to Morgan Hill for a new production facility. Parent company Moons, Inc. has an existing facility in Morgan Hill, Lin Engineering. After conducting due diligence on the property located in the Madrone Business Park, Applied Motion Products, Inc. purchased the 2.43 acres site from Toeniskoetter Development in May 2019 (Attachment 1).

In June 2019, Applied Motion Products, Inc. filed for a design permit for a 21,180 sq. ft. industrial building. The design certificate 2019-014 was approved in October 2019. Applied Motion Products filed for construction permit review in November 2019.

To create certainty for the operator/developer, staff is recommending the City Council approve a Fee Freeze Agreement (Attachment 2) to lock development impact fees for the construction of a new industrial building for the operations of Applied Motion Products prior to execution of construction permits. Consistent with the program guidelines, the Impact Fee Freeze Agreement will utilize the Fiscal Year (FY) 2016-17 development impact fee schedule through June 30, 2023. The developer will have until

June 30, 2023 to apply for, and receive building permits, to benefit from the impact fee freeze. The estimated development impact fees for the full development of the 2.43 acres, using the FY 2016-17 fee schedule, are \$212,000.

Analysis

Once fully operational, it is estimated that the industrial building will generate approximately \$2,600 annually in direct on-going property tax and sales tax revenue to the City's General Fund. Additionally, staff estimates the City will receive a one-time construction benefit, in the form of property and sales tax, of \$11,600.

Since the developer has an approved design permit and is prepared to pull a building permit, it is anticipated the developer will commence construction shortly.

Impact Fee Benefit to Developer

Year		2020
Impact Fee Schedule	2016-17	2019-20
Impact Fee Estimate	\$215,000	\$293,000
Potential Savings to Development		(\$78,000)

Impact Fee Freeze Program

A City commissioned study (Attachment 3) prepared by Strategic Economics (2015) compared development impact fees between the cities of San Jose, Morgan Hill and Gilroy using three sample prototype projects. The study analyzed a prototype for a hotel development, new automobile dealership and manufacturing/R&D development project. While impact fees are not directly comparable from city to city because each municipality is solving for different infrastructure needs, the results of the study found the City of Morgan Hill's development impacts fees were higher for both the advanced manufacturing/R&D development prototype and the automobile dealership project, making the City of Morgan Hill less competitive in two out of the three prototype areas. The City of Morgan Hill's Auto Dealer Strategy, which provides a mechanism to offset impact fees through a sales tax rebate, does help make Morgan Hill more competitive than Gilroy and San Jose for automobile dealers.

To create consistency in the cost of development and to incentivize new commercial development, the City's Economic Blueprint adopted in 2017 recommended an Impact Fee Freeze Program to lock in fees to FY 2016-17 for a period of three years for new commercial/industrial development projects.

Staff is recommending the City Council continue to support the Impact Fee Freeze program by locking in development impact fees for both new commercial and industrial projects using the Fiscal year 2016-17 impact fee schedule with one caveat.

Because Assisted Living facilities are zoned as commercial uses when determining impact fees, staff recommends this particular use be excluded from participation in the Fee Freeze program due to the residential nature of the use.

If the Council agrees, staff will return with a draft policy at the June 17th Council meeting.

COMMUNITY ENGAGEMENT: Inform

Approving a Fee Freeze Agreement with Applied Motion Products, Inc. is consistent with the Impact Fee Freeze Program and aligns with the Economic Blueprint Strategy #3 “Attract New Development”, Action #5, “Explore Incentive Programs to Attract Industry Specific Development.”

ALTERNATIVE ACTIONS:

The City of Morgan Hill could choose to not enter into a Fee Freeze Agreement with Applied Motion Products, Inc. to freeze impact fees. This option allows the City to collect \$78,000 more in impact fees should the developer move forward with the development of the industrial building.

In addition, the City Council could choose not to continue the Fee Freeze Program.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 21, 2017, City Council approved the Citywide Impact Fee Freeze Program establishing Fiscal Year 2016-17 Development Impact Fees as the basis for the three-year term for any new commercial/industrial development project that enters into a Development Agreement for an Impact Fee Freeze approved by City Council.

On February 21, 2018, City Council made a minor adjustment to the Impact Fee Freeze Program by changing the agreement structure to an Impact Fee Freeze Agreement from a Development Agreement.

FISCAL AND RESOURCE IMPACT:

The City expects to receive one-time impact fees of \$215,000 from this development. The potential loss of impact fee revenue to the City from this agreement is expected to be \$78,000. The City expects to receive one-time construction benefit, in the form of property and sales tax of about \$11,600. Once fully built out and operational, the City will receive an ongoing net benefit of approximately \$2,600 in direct property tax and sales tax to the City’s General Fund as well benefits from local spending from new employees.

CEQA (California Environmental Quality Act):

An Environmental Impact Report (EIR) for the Morgan Hill 2035 Project, which included the General Plan Update, was prepared in accordance with the California Environmental Quality Act (CEQA) and certified by the Morgan Hill City Council on July 27, 2016. Commercial and industrial development as discussed above is consistent with

the general plan policies for which the EIR was certified. There is no substantial evidence that freezing impact fees will have a significant effect on the environment beyond that already analyzed in the certified EIR; therefore, no further environmental analysis is required.

The related Applied Motion development project conducted project specific independent analysis pursuant to the requirements of CEQA.

LINKS/ATTACHMENTS:

1. Map Applied Motion Products
2. Impact Fee Freeze Agreement Applied Motion
3. Comparative Analysis Memo_2015

Applied Motion Products
Madrone Parkway, Parcel I



IMPACT FEE FREEZE AGREEMENT

BY AND BETWEEN

THE CITY OF MORGAN HILL

AND

APPLIED MOTION PRODUCTS, INC

Attachment: Impact Fee Freeze Agreement Applied Motion (2759 : Impact Fee Freeze Program and Agreement)

IMPACT FEE FREEZE AGREEMENT
BY AND BETWEEN
THE CITY OF MORGAN HILL
AND

APPLIED MOTION PRODUCTS, INC

This Impact Fee Freeze Agreement (the "Agreement") is entered into as of _____, 2020, by APPLIED MOTION PRODUCTS, INC, a California Corporation and its successors and assigns (the "Developer") and the City of Morgan Hill, a municipal corporation duly organized and existing under the laws of the State of California (the "City"), with reference to the following facts and purposes:

RECITALS

A. Pursuant to the authority of Morgan Hill Municipal Code Sections 3.56.095, 12.02.115, the City has established an Impact Fee Freeze Program (the "Program") to freeze Development Impact Fees to the Fiscal Year 2016-2017 Fee Schedule for new commercial/industrial construction.

B. Developer owns certain real property in the City described in the attached Exhibit A, also known as Parcel I in the Madrone Business Park with the street address of 18645 Madrone Parkway, (the "Subject Property") upon which improvements are to be made for a new or expanding industrial or commercial business (the "Project").

C On _____, the City Council of the City granted a request of the Developer to be a Program participant with respect to locking in Development Impact Fees at the Fiscal Year 2016-2017 Impact Fee Schedule in the attached Exhibit B.

D. Developer and City have determined that the Project is the type of development for which this Agreement is appropriate. This Agreement will help to eliminate uncertainty in annual changes to Development Impact Fees, provide for the orderly development of the Project consistent with the planning goals, policies, and other provisions of the City's General Plan and City's Municipal Code, and otherwise achieve the goals and purposes for which the Development Impact Fee Program was adopted.

ARTICLE 1

ADMINISTRATION

1.01 Definitions.

(a) The following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

Attachment: Impact Fee Freeze Agreement Applied Motion (2759 : Impact Fee Freeze Program and Agreement)

(1) **"Existing City Laws"** shall mean all City ordinances, resolutions, rules, regulations, guidelines, motions, practices and official policies governing land use, zoning and development, permitted uses, density and intensity of use, maximum height, bulk and size of proposed buildings, and other City land use regulations in force and effect on the Effective Date of this Agreement.

(2) **"Impact Fees"** shall mean those fees imposed so that developments bear a proportionate share of the cost of public facilities and service improvements that are reasonably related to the impacts and burdens of the Project, adopted pursuant to Morgan Hill Municipal Code Chapter 3.56 and California Government Code Section 66001 et seq.

(3) **"Legal Effect"** shall mean the ordinance, resolution, permit, license or other grant of approval has been adopted by City and has not been overturned or otherwise rendered without legal and/or equitable force and effect by a court of competent jurisdiction, and all applicable administrative appeal periods and statutes of limitations have expired.

(4) **"New City Laws"** shall mean any and all City ordinances, resolutions, orders, rules, official policies, standards, specifications and other regulations, whether adopted or enacted by City, its staff or its electorate (through their powers of initiative, referendum, recall or otherwise) that is not a Subsequent Approval, that takes **"Legal Effect"** after the Effective Date of this Agreement, and that applies City wide.

(5) **"Project Approvals"** mean, collectively, the Project's existing approvals and the Subsequent Approvals.

(6) **"Property"** shall mean that certain real property consisting of approximately 4.928 acres located within the City, as more particularly described and shown on **Exhibit A** to this Agreement, and also defined as the Subject Property in the Recitals hereto.

(7) **"Subsequent Approvals" and "Subsequent Approval"** mean those City permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), that may be necessary or desirable for the development of the Project, that are sought by Developer, and that are granted by City.

(b) To the extent that any defined terms contained in this Agreement are not defined above, then such terms shall have the meaning otherwise ascribed to them elsewhere in this Agreement, or if not in this Agreement, by controlling law.

1.02 **Term.**

The term ("**Term**") of this Agreement shall commence on the Effective Date, and then shall continue (unless this Agreement is otherwise terminated, modified or extended as provided in this Agreement) until the earliest of (1) the issuance of a certification of occupancy for the Project or (2) June 30, 2023.

ARTICLE 2

APPLICABLE LAW

2.01 Applicable Law—Generally.

(a) As used in this Agreement, "**Applicable Law**" shall mean all of the items listed below in this Section 2.01. The order of their importance is the order in which they are listed (with highest importance listed first, second most important listed second, etc.); in the event of a conflict between them, their order shall determine which one controls (the one listed higher controlling over the one listed lower):

(1) All the provisions, terms and conditions of this Agreement.

(2) The Existing Approvals. Developer hereby waives any legal or equitable right to challenge administratively or judicially any Existing Approvals including conditions of those Existing Approvals. Such waiver includes any requirements for notice, acts of protest and/or right to litigation pursuant to the Mitigation Fee Act and/or any other applicable law.

(3) The Subsequent Approvals, provided such Subsequent Approvals are:

- (i) In compliance with all controlling California law;
- (ii) Mutually agreed to by the Parties; and
- (iii) Duly enacted by City.

(4) The "Existing City Laws" that are not in conflict with this Agreement and the Project Approvals.

(5) Any "New City Laws" Developer is subject to under this Agreement; for example, as provided in, but not limited to, Section 2.05. Additionally, any New City Laws to which Developer elects to be subject pursuant to Section 2.05(d).

(b) The Parties acknowledge that the Subsequent Approvals may be processed in stages and therefore one or more Subsequent Approvals may be adopted and approved before other Subsequent Approvals needed for development of the Project are adopted and approved by City.

(c) The Parties shall cooperatively assemble all of the necessary documents to memorialize, to the best of their abilities, the Project Approvals, Existing City Laws, and the terms and conditions contained in this Agreement to assist Developer to maintain the documents assembled and to provide a continuing reference source for the approvals granted and the ordinances, policies and regulations in effect on the Effective Date of this Agreement.

2.02 Project Impacts and Costs.

(a) Agreement Subject to Project Mitigation Requirements. Notwithstanding any other express or implied term or condition of this Agreement (or the Approvals) to the contrary, throughout the Term of this Agreement, the full and complete mitigation of all environmental (including any mitigation measure adopted pursuant to CEQA), physical, fiscal and other impacts of the Project and the Property on the community and on the City of Morgan Hill and its services, facilities, operations and maintenance (collectively, "**Project Mitigation**") shall be borne by and shall be the sole and exclusive responsibility of the Project (and the Developer who is the owner of same). Such Project Mitigation may be conditions of any Applicable Law or Project Approval and may include a mix of different approaches, including without limitation, Developer construction of and/or financing of such services, facilities, operations and maintenance through the payment of impact fees or other fees, taxes, levies, assessments, or other financing mechanisms including without limitation, reimbursement agreements, Landscaping and Lighting Districts, Mello-Roos Districts, Community Facilities Districts, Assessment Districts, Tax-Exempt and Taxable Financing Mechanisms, Maintenance Districts and participation in the Statewide Communities Infrastructure Program (collectively, "**Financing Mechanisms**"). The necessary scope and extent of such Project Mitigation, and which combination of Financing Mechanisms should be employed relating to such Project Mitigation to assure success of the Project Mitigation, shall be determined by City, pursuant to appropriate City ordinance, resolution, regulations or procedures, taking into account and guided by the pre-existing rights of others in the existing and future public services and facilities (including their operations and maintenance) that Developer may seek to use. If no Financing Mechanism is available to fund the Project Mitigation, then the Project shall not progress forward.

(b) Impact Fees. As part of the Project's sole and exclusive obligation (and the Developer's as the owner of same) to cover Project Mitigation, Developer shall pay all Impact Fees as described in Exhibit B at the time any such Impact Fees become due and payable as provided for in the City's Municipal Code; however, the payment, if any, of the Storm Drain Impact Fee and Storm Drain Frontage Charge shall be determined by separate agreement between the Parties.

(c) Processing Fees. The Project (including Developer as owner of same) shall be responsible for the costs to City of processing any and all Developer-requested land use approvals, including without limitation, building permits, plan checks, environmental studies required under CEQA and other similar requests for City permits and entitlements, when such costs are incurred by City. City shall impose those funding requirements needed to ensure that the processing costs to the City are fully covered by the Project (including Developer as owner of same). Further, if additional, accelerated, or more frequent inspections are requested by Developer of City than would otherwise take place in City's ordinary course of business, then City may either hire additional contract inspectors, plan checkers, engineers or planners, or City may hire a full or part time employee. If City hires additional contractors, then Developer shall reimburse City, on a monthly basis in arrears, the cost to City of hiring such additional contract inspectors, plus Developer shall pay to City an additional ten percent (10%) of such cost to City on the same payment schedule. City shall use such additional 10% to defray administrative costs. If City hires a full or part time employee, then Developer shall reimburse City, on a monthly basis, in arrears, for a pro rata share of the total cost to the City of such employee, plus ten percent (10%) for administrative costs, for the period from hire to the end of the Term of this Agreement.

2.03 Construction Codes.

With respect to the development of any or all of the Project or the Property, Developer shall be subject to the California Building Code and all those other State-adopted construction, fire and other codes applicable to improvements, structures, and development, and the applicable version or revision of said codes by local City action (collectively referred to as "**Construction Codes**") in place at that time that a plan check application for a building, grading or other permit subject to such Construction Codes is submitted to City for approval, provided that such Construction Codes have been adopted by City and are in effect on a City-wide basis.

2.04 Timing of Development.

Developer agrees to secure building permits and to begin construction of the Project in accordance with the time requirements set forth in the Construction Codes, as these exist on the Effective Date. In the event Developer fails to comply with the above permit issuance and beginning construction by June 30, 2023 the Impact Fee Freeze Program shall expire.

2.05 New City Laws.

(a) City may apply any New City Law to the Project that is not in conflict with this Agreement and the Applicable Law it describes. City shall not apply any New City Law to the Project that is in conflict with this Agreement and the Applicable Law it describes, nor otherwise reduces the development rights or assurances provided by this Agreement. City shall not apply to the Project nor Property any no-growth or slow-growth ordinance, measure, policy, regulation or development moratorium either adopted by City or by a vote of the electorate and whether or not by urgency ordinance, interim ordinance, initiative, referendum or any other change in the laws of the City by any method or name which would alter the Applicable Law that may stop, delay, or effect the rate, timing or sequence of development.

(b) Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, a New City Law shall be deemed to be in conflict with this Agreement or the Applicable Law or to reduce the development rights provided hereby if the application to the Project would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which affects or applies to the Project:

(1) Change any land use designation or permitted use of the Property allowed by the Applicable Law or limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage, floor area ratio, height of buildings, or number of proposed non-residential buildings, or other improvements;

(2) Limit or control the availability of public utilities, services, or facilities otherwise allowed by the Applicable Law;

(3) Limit or control the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Project in any manner, or take any action or refrain from taking any action that results in Developer having to substantially delay

construction of the Project or require the acquisition of additional permits or approvals by the City other than those required by the Applicable Law;

(4) Limit or control the location of buildings, structures, grading, or other improvements of the Project in a manner that is inconsistent with or more restrictive than the limitations in the Existing Approvals and the Subsequent Approvals (as and when they are issued);

(5) Limit the processing of Subsequent Approvals.

(c) If City determines that it has the right under this Agreement to impose/apply a New City Law on the Property/Project, it shall send written notice to Developer of that City determination ("**Notice of New City Law**"). Upon receipt of the Notice of New City Law, if Developer believes that such New City Law is in conflict with this Agreement, Developer may send written notice to the City of the alleged conflict within thirty (30) days of receipt of City's Notice of New Law ("**Objection to New City Law**"). Developer's Objection to New City Law shall set forth the factual and legal reasons why Developer believes City cannot apply the New City Law to the Property/Project. City shall respond to Developer's Objection to New City Law ("**City Response**") within thirty (30) days of receipt of said Developer Objection to New City Law. The City Response shall set forth the factual and legal reasons why City believes it can apply the New City Law to the Project. Thereafter, the Parties shall meet and confer within thirty (30) days of the date of Developer's receipt of the City Response (the "**Meet and Confer Period**") with the objective of attempting to arrive at a mutually acceptable solution to this disagreement. Within fifteen (15) days of the conclusion of the Meet and Confer Period, City shall make its determination, and shall send written notice to Developer of that City determination. If City determines to "impose/apply" the New City Law to the Project, then Developer shall have a period of ninety (90) days from the date of receipt of such City determination within which to file legal action challenging such City action. In other words, a 90-day statute of limitations regarding Developer's right to judicial review of the New City Law shall commence upon Developer's receipt of City's determination following the conclusion of the Meet and Confer Period. If upon conclusion of judicial review of the New City Law (at the highest judicial level sought and granted), the reviewing court determines that Developer is not subject to the New City Law, such New City Law shall cease to be a part of the Applicable Law, and City shall return Developer to the position Developer was in prior to City's application of such New City Law (*e.g.*, City return fees, return dedications, etc.). The above-described procedure shall not be construed to interfere with City's right to adopt or apply the New City Law with regard to all other areas of City (excluding the Project).

(d) Developer in its sole and absolute discretion may elect to have applied to the Project a New City Law that is not otherwise a part of the Applicable Law, subject to the limitations set forth in this subdivision (d). In the event Developer so elects to be subject to a New City Law that is not otherwise a part of the Applicable Law, Developer shall provide notice to City of that election and thereafter such New City Law shall be part of the Applicable Law. In no event shall any New City Law become part of the Applicable Law if it would relieve Developer from, or impede Developer's compliance with, Developer's obligations under this Agreement.

(e) City shall not be precluded from adopting and applying New City Laws to the Project to the extent that such New City Laws are specifically required to be applied by State

or Federal laws or regulations, and implemented through the Federal, State, regional and/or local level) ("**Mandated New City Laws**"), including without limitation those provisions in the Development Agreement Statute concerning property located in a flood hazard zone (Gov. Code § 65865.5), or that such New City Laws are necessitated by or arise from a declaration of City, local, state or federal declaration of a state of emergency.

(f) In the event that an administrative challenge and/or legal challenge (as appropriate) to a Mandated New City Laws preventing compliance with this Agreement is brought and is successful in having the Mandated New City Law determined to not apply to this Agreement, this Agreement shall remain unmodified and in full force and effect.

ARTICLE 3

PROCESSING

3.01 Processing.

(a) This Agreement does not provide Developer with any right to the approval of Subsequent Approvals nor to develop or construct the Project beyond that which is authorized in the Existing Approvals. For any Subsequent Approvals necessary for the Project, this Agreement simply provides a process by which such Subsequent Approvals may be processed by Developer, and later included into this Agreement, if and only if such Subsequent Approvals are compliant with all controlling California law (including proper Planning and Zoning Law and CEQA compliance), have secured approval of the Parties, and are adopted/approved by City, which shall retain all lawful discretion in this regard. That public review process is ongoing, and following the City's adoption of this Agreement, that public review process shall continue. Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit the discretion of City or any of its officers or officials with regard to the Project Approvals that legally require the exercise of discretion by City. City's discretion as to the granting of Subsequent Approvals shall be the discretion afforded by the Applicable Law.

(b) Upon submission by Developer of any and all necessary and required applications for Subsequent Approvals and payment of any and all appropriate processing and other fees as provided in this Agreement, City shall use its best efforts to promptly commence and diligently complete all steps necessary to acting on the requested Subsequent Approvals, including, but not limited to, (i) the holding of any and all required public hearings and notice for such public hearings, and (ii) the granting of the requested approval to the extent that it is consistent with Applicable Law.

3.02 Significant Actions by Third Parties Necessary to Implement the Approvals.

(a) At Developer's sole discretion, Developer shall apply for such other permits, grants of authority, agreements, and other approvals from other private and/or public and quasi-public agencies, organizations, associations or other entities ("**Other Entity**") as may be necessary to the development of, or the provision of services and facilities to, the Project ("**Other Permits**").

(b) City shall cooperate with Developer in its endeavors to obtain any Other Permits and shall, from time to time, at the request of Developer, join with Developer in the execution of such permit applications and agreements as may be required to be entered into with any such other agency.

(c) In the event that any such Other Permit is not obtained from an Other Entity within the time permitted by law for such other entity to act and such circumstance materially deprives Developer of the ability to proceed with development of the Project or any portion thereof, or materially deprives City of a bargained-for public benefit of this Agreement, then, in such case, and at the election of either party, Developer and City shall meet and confer with the objective of attempting to mutually agree on solutions that may include alternatives, Subsequent Approvals, or an amendment(s) to this Agreement to allow the development of the Project to proceed with each Party substantially realizing its bargained-for benefit therefrom.

3.03 Administrative Amendments.

(a) Upon the written request of Developer for an amendment or modification of this Agreement or a Project Approval, the City Manager or her designee shall determine: (1) whether the requested amendment or modification is minor; and (2) whether the requested amendment or modification is consistent with this Agreement and the Applicable Law. If the City Manager or her designee finds that the proposed amendment or modification is both minor and consistent with this Agreement and the Applicable Law, and provided further that the Project and the Developer are otherwise in compliance with all agreements and approvals related to the project, the City Manager or her designee may approve the proposed amendment or modification without notice. Such minor amendments or modifications approved pursuant to this Section shall not constitute subsequent discretionary approvals triggering further CEQA review. Any minor amendment must be made in writing signed by the City Manager (and approved by the City Attorney) of the City and by the Developer.

(b) For the purpose of this Agreement, a “minor amendment” shall not include any of the following:

- (i) Any material amendment or modification, or elimination of provisions required pursuant to the Morgan Hill Municipal Code or by California law, including provisions relating to: (1) the duration or term of this Agreement, (2) the permitted uses of the subject property, (3) the density or intensity of uses, (4) the maximum height and size of proposed buildings, (5) provisions for reservation or dedication of land for public purposes, (6) general location of the uses or proposed buildings or (7) the relation of the project to adjacent properties; or
- (ii) Any material amendment or modification, or elimination of provisions set forth in Article 2 of this Agreement.

3.04 Amendments.

Any request by Developer for an amendment or modification to this Agreement or a Project Approval that is determined to be not minor by the City Manager or her designee shall be subject to the applicable substantive and procedural provisions of the City's General Plan, zoning, subdivision, and other applicable land use ordinances and regulations (i.e., City review and approval) in effect when such an amendment or modification request is approved.

ARTICLE 4

DEFAULT, VALIDITY PROVISIONS, ASSIGNMENT

4.01 Resolution of Disputes.

(a) In the event either Party is in default under the terms of this Agreement, the other Party may elect, in its sole and absolute discretion, to pursue any of the following courses of action: (i) waive such default; (ii) pursue administrative remedies as provided herein; (iii) pursue judicial remedies as provided for herein; and/or (iv) terminate this Agreement.

(b) Except as otherwise specifically stated in this Agreement, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default by another Party to this Agreement, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation hereunder, or to seek specific performance. It is expressly understood and agreed that the sole legal remedy available to Developer for a breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance, and/or other injunctive or declaratory relief to enforce the provisions of this Agreement, and that Developer shall not be entitled to bring an action for damages including, but not limited to, lost profits, consequential damages or other economic damages. For purposes of instituting a legal action under this Agreement, any City Council determination under this Agreement shall be deemed a final agency action.

(c) The Parties agree to meet and confer regarding any dispute, in an effort to agree on utilizing Judicial Arbitration Mediation Services ("JAMS") for Alternative Dispute Resolution ("ADR"). However, no party shall be required to use JAMS or ADR.

4.02 Force Majeure Delay, Extension of Times of Performance.

(a) Performance by any Party hereunder shall be excused, waived or deemed not to be in default where delays or defaults are due to acts beyond a Party's control such as war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, unexpected acts of governmental entities other than City, including revisions to capacity ratings of the wastewater plant by the Regional Water Quality Control Board, the State Water Resources Board, enactment of conflicting State or Federal laws or regulations, or litigation (including without limitation litigation contesting the validity, or seeking the enforcement or clarification of this Agreement whether instituted by the Developer, City, or any other person or entity) (each a "**Force Majeure Event**").

(b) Any Party claiming a delay as a result of a Force Majeure Event shall provide the other Party with written notice of such delay and an estimated length of delay. Upon the other Party's receipt of such notice, an extension of time shall be granted in writing for the period of the Force Majeure Event, or longer as may be mutually agreed upon by the Parties, unless the other Party objects in writing within ten (10) days after receiving the notice. In the event of such objection, the Parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached, any Party may take action as permitted in this Agreement.

4.03 Third Party Legal Actions.

(a) In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization (that is not a Party to this Agreement) challenging the validity of this Agreement, any Project Approvals, or the sufficiency of any environmental review under CEQA ("**Third Party Challenge**"), the Parties shall cooperate with each other in good faith in the defense of any such challenge.

(b) City shall have the option to defend such Third Party Challenge or to tender the complete defense of such Third Party Challenge to the Developer ("**Tender**"). If City chooses to defend the Third Party Challenge or Developer refuses City's Tender, City shall control all aspects of the defense and Developer shall pay City's attorneys fees and costs (including related court costs).

(c) If Developer accepts City's Tender, Developer shall control all aspects of the defense and shall pay its own attorneys fees and costs (including related court costs), and shall indemnify and hold harmless City against any and all third-party fees and costs arising out of such Third Party Challenge. If City wishes to assist Developer when Developer has accepted the Tender, Developer shall accept that assistance and City shall pay City's own attorneys fees and costs (including related court costs) ("**City Costs**"), and Developer shall pay its own attorneys fees and costs (including related court costs), and shall indemnify and hold harmless City against any and all third-party fees and costs arising out of such Third Party Challenge (such third party fees and costs shall not include City Costs).

(d) If any part of this Agreement or any Project Approval is held by a court of competent jurisdiction to be invalid, the City shall: (1) use its best efforts to sustain and/or re-enact that part of this Agreement and/or Project Approval; and (2) take all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then adopting or re-enacting such part of this Agreement and/or Project Approval as necessary or desirable to permit execution of this Agreement and/or Project Approval.

4.04 Estoppel Certificate.

(a) Any Party may, at any time, and from time to time, deliver written notice to any other Party, and/or to the Developer's lender, requesting such Party to certify in writing that, to the knowledge of the certifying Party:

(1) This Agreement has not been amended or modified either orally or in writing or if so amended, identifying the amendments.

(2) The Agreement is in effect and the requesting Party is not known to be in default of the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults.

(b) This written certification shall be known as an "**Estoppel Certificate.**" A Party receiving a request hereunder shall execute and return such Estoppel Certificate within ten (10) days following the receipt of the request, unless the Party, in order to determine the appropriateness of the Estoppel Certificate, promptly commences and proceeds to conclude an Annual Review. The Parties acknowledge that an Estoppel Certificate may be relied upon by Assignees and other persons having an interest in the Project, including holders of mortgages and deeds of trust. The City Manager shall be authorized to execute an Estoppel Certificate for City.

(c) If a Party fails to deliver an Estoppel Certificate within the ten (10) day period, as provided for in Section 4.04(b) above, the Party requesting the Estoppel Certificate may deliver a second notice (the "**Second Notice**") to the other Party stating that the failure to deliver the Estoppel Certificate within ten (10) working days following the receipt of the Second Notice shall constitute conclusive evidence that this Agreement is without modification and there are no unexcused defaults in the performance of the requesting Party. Failure to deliver the requested Estoppel Certificate within the ten (10) working day period shall then constitute conclusive evidence that this Agreement is in full force and effect without modification and there are no unexcused defaults in the performance of the requesting Party.

4.05 Assignment.

Developer may assign its rights and obligations under this Agreement to third-parties who apply to purchase or construct a portion or all of the Project with no additional fees or costs to Developer or Assignee so long as the uses are allowed and/or proposal remains consistent with the uses currently allowed for the subject property or as otherwise allowed in the future.

4.06 Termination.

This Agreement shall terminate upon the expiration of the Term, as set forth in Section 1.02, or at such other time as this Agreement is terminated in accordance with the terms hereof, whichever occurs first.

ARTICLE 5

GENERAL PROVISIONS

5.01 Miscellaneous.

(a) Preamble, Recitals, Exhibits. References herein to "this Agreement" shall include the Preamble, Recitals and all of the exhibits of this Agreement.

(b) Requirements of Development Agreement Statute. The permitted uses, density and/or intensity of use, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to the Project shall be those set forth in the Applicable Law. As Subsequent Approvals are adopted and therefore become part of the Applicable Law, the Subsequent Approvals will refine the permitted uses, density and/or intensity of use, maximum height and size of buildings and other structures, provisions for reservation or dedication of land, and other terms and conditions applicable to the Project.

(c) Governing Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California and legal actions commenced under or pursuant to this Agreement shall be brought in Santa Clara Superior Court. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court.

(d) Project as a Private Undertaking. No partnership, joint venture, or other association of any kind between Developer, on the one hand, and City on the other hand, is formed by this Agreement. The development of the Property is a separately undertaken private development. The only relationship between City and Developer is that of a governmental entity regulating the development of private Property and the owners of such private Property.

(e) Indemnification. Developer shall hold City, its elective and appointive boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's contractors, subcontractors', agents' or employees' operations on the Project, whether such operations be by Developer or by any Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer shall indemnify and defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations and Developer shall pay all reasonable attorney's fees and costs that the City may incur. City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless requirement of Developer because of the acceptance of improvements by City, or the deposit of security with City by Developer. The aforesaid hold-harmless requirement of Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this subsection, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the Project. Notwithstanding anything herein to the contrary, Developer's indemnification of City shall not apply to the extent that such action, proceedings, demands, claims, damages, injuries or liability is based upon the active negligence of the City.

(f) Interpretation/Construction. This Agreement has been reviewed and revised by legal counsel for both Developer and City, and any rule or presumption that ambiguities shall be construed against the drafting Party shall not apply to the interpretation or enforcement of this Agreement. The standard of review of the validity and meaning of this Agreement shall be

that accorded legislative acts of City. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

(g) Notices.

(1) All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the respective Party as follows:

If to City: City Clerk
17575 Peak Avenue
Morgan Hill, CA 95037
Tel: (408) 779-7259
Fax: (408) 779-3117

With a Copy To: City Attorney
17575 Peak Avenue
Morgan Hill, CA 95037
Tel: (408) 779-7271
Fax: (408) 779-1592

If to Developer: Applied Motion Products, Inc
404 Westridge Drive
Watsonville, CA 95076

(2) Any Party may change the address stated herein by giving notice in writing to the other Parties, and thereafter notices shall be addressed and transmitted to the new address. Any notice given to the Developer as required by this Agreement shall also be given to any lender which requests that such notice be provided. Any lender requesting receipt of such notice shall furnish in writing its address to the Parties to this Agreement.

(h) Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

(i) Jurisdiction. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California.

(j) Entire Agreement. This Agreement, including these pages and all the exhibits (set forth below) inclusive, and all documents incorporated by reference herein, constitute the entire understanding and agreement of the Parties; however, the payment, if any, of the Storm Drain Impact Fee and Storm Drain Frontage Charge shall be determined by separate agreement between the Parties

(k) Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City. This Agreement may be executed in multiple originals, each of which is deemed to be an original.

(l) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

(m) Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A Legal Description of Lot on Which Project is to be Located.

Exhibit B 2016/2017 Impact Fee Schedule

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first hereinabove written.

CITY OF MORGAN HILL:

s/ _____

Christina J. Turner
City Manager

Date: _____

Attest:

s/ _____

Deputy City Clerk

Approved as to Form:

s/ _____

Donald A. Larkin
City Attorney
Date: _____

DEVELOPER:

s/ _____

Name/Title [print]

Corporate entities must provide a second signature:

s/ _____

Name/Title [print]

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY ON WHICH

PROJECT IS BE LOCATED

Real property in the City of Morgan Hill, County of Santa Clara, State of California, described as follows:

PARCEL ONE:

ALL OF LOT 6, AS DESCRIBED IN THAT CERTAIN "CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT" RECORDED JANUARY 24, 2001, UNDER SERIES NO. 15536002, OFFICIAL RECORDS OF SANTA CLARA COUNTY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL "I" AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON OCTOBER 4, 2000, IN BOOK 732 OF MAPS AT PAGES 30 THROUGH 33 INCLUSIVE, SANTA CLARA COUNTY RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MADRONE PARKWAY (68' WIDE), SAID POINT BEING THE MOST EASTERLY CORNER OF PARCEL "I" AS SAID PARCEL IS SHOWN ON THE ABOVE-MENTIONED MAP; THENCE ALONG THE SOUTHEASTERLY LINE OF PARCEL "I", SOUTH 50° 55' 44" WEST, 313.07 FEET; THENCE LEAVING SAID LINE NORTH 39° 04' 16" WEST, 335.64 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MADRONE PARKWAY (68' WIDE); THENCE ALONG SAID LINE NORTH 50° 55' 44" EAST, 287.48 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET; THROUGH A CENTRAL ANGLE OF 90° 49' 42" FOR A DISTANCE OF 47.56 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MADRONE PARKWAY (68' WIDE); THENCE ALONG SAID LINE SOUTH 38°14'34" EAST, 305.23 FEET TO THE POINT OF BEGINNING.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR PRIVATE STORM DRAINAGE PURPOSES (P.S.D.E) IN, OVER AND UPON THE "REMAINDER PARCEL", SO DESIGNATED AND DELINEATED ON SAID PARCEL MAP.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FROM SAID PARCEL I OVER AND UPON THE AREA OF PARCEL N, SO DESIGNATED AND DELINEATED ON SAID PARCEL MAP OF THE "NEW MADRONE PROPERTY", RECORDED OCTOBER 13, 2000 IN THE OFFICE OF THE RECORDER, COUNTY OF SANTA CLARA, STATE OF CALIFORNIA IN BOOK 733 OF MAPS, PAGES 11 AND 12 AND IDENTIFIED AS 15' RECIPROCAL INGRESS/EGRESS EASEMENT.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, APPURTENANT TO PARCEL ONE ABOVE, OVER THAT PORTION OF LOT 5, AS RESERVED IN THAT CERTAIN "GRANT DEED" RECORDED MAY 15, 2003, UNDER SERIES NO. 17042399, OFFICIAL RECORDS OF SANTA CLARA COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF LOT 5 AS SHOWN ON THAT CERTAIN "CERTIFICATE OF COMPLIANCE LOT LINE ADJUSTMENT" FILED FOR RECORD JANUARY 24, 2001, AT SERIES 15536002, SANTA CLARA RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A PORT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF MADRONE PARKWAY, SAID POINT BEING THE NORTHEASTERLY CORNER OF THE ABOVE DESCRIBED LOT 5; THENCE ALONG THE SOUTHEASTERLY LINE OF MADRONE PARKWAY SOUTH 50°55'44" WEST 26.00 FEET; THENCE LEAVING SAID LINE OF MADRONE PARKWAY SOUTH 39°04'16" EAST, 40.14 FEET; THENCE NORTH 50°54'45" EAST, 26.00 FEET TO THE NORTHEASTERLY LINE OF LOT 5; THENCE ALONG SAID LINE SOUTH 39°04'16"EAST, 24.99 FEET; THENCE LEAVING SAID LINE OF LOT 5, SOUTH 50°53'58" WEST, 51.00 FEET; THENCE NORTH 39°04'16" WEST, 65.15 FEET TO THE SOUTHEASTERLY LINE OF MADRONE PARKWAY; THENCE ALONG SAID LINE OF MADRONE PARKWAY, NORTH 50°55'44" EAST, 25.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**2016-2017 Impact Fee Schedule**



CITY OF MORGAN HILL PUBLIC WORKS DEPARTMENT

17575 Peak Avenue Morgan Hill CA 95037 - Office (408)778-6480 Fax (408)778-7236

FEE SCHEDULE: 07.01.2016

DATE _____

TRACT / APN _____

ADDRESS / LOT _____

PROJECT DESCRIPTION _____

PER RESOLUTION 5902,
EFFECTIVE JULY 1, 2006
AND PER RESOLUTION 5592,
INCREASED JANUARY 15, 2009
AND PER RESOLUTION 6082,
EFFECTIVE FEBRUARY 5, 2007
**SEE BACK PAGE FOR ADDITIONAL FEE
RESOLUTIONS

NAME _____

MAILING ADDRESS _____

CITY, STATE, ZIP CODE _____

FEE SCHEDULE EXPIRATION DATE _____

PHONE NUMBER _____

NOTES:

1. PRESSURE REGULATORS ARE REQUIRED ON ALL WATER SERVICES.
2. BACKFLOW PREVENTORS ARE REQUIRED ON ALL NON-RESIDENTIAL WATER SERVICES & FIRE SPRINKLER SERVICES. BACKFLOW INSPECTION FEE SHALL BE PAID PRIOR TO INSPECTION.
3. MULTI-FAMILY IS DEFINED AS ANY UNIT WITH TWO BEDROOMS OR LESS. SINGLE FAMILY IS DEFINED AS ANY UNIT WITH 3 BEDROOMS OR MORE.

☐ THIS FEE SCHEDULE IS ESTIMATE ONLY

CALCULATED BY _____

CHECKED BY _____

BUILDING PERMIT # _____

DATE BLD PERMIT ISSUED _____

SEWER IMPACT FEES WITHIN RDA BOUNDARY

CHECK APPLICABLE SCENARIO BELOW

☐ COMMERCIAL OR INDUSTRIAL WITHIN RDA BOUNDARY

SEWER IMPACT FOR COMMERCIAL & INDUSTRIAL PROJECTS
TEMPORARILY ADJUSTED TO \$0 EFFECTIVE 02/05/07 PER RES# 6082.

☐ RESIDENTIAL PROJECTS WITHIN RDCS DOWNTOWN AREA

SEWER IMPACT FOR SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL
TEMPORARILY ADJUSTED TO \$0 EFFECTIVE 02/05/07.

☐ NOT IN RDA AREA BOUNDARY

** BOTH NORMAL FEES AND ADJUSTED FEES ARE SUBJECT
TO ANNUAL CPI INCREASES.

☐ COMMERCIAL OR INDUSTRIAL SHELL

**RDA SEWER ALLOCATION
COMPLETED BY:**
(write initials below)

version 07.01.16 std

WATER FEES:**1. METER DEPOSIT:** 660-37672

(Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

1"	\$468	x		=	
1 1/2"	\$1,434	x		=	
2"	\$1,619	x		=	
3" or larger	Time & Material + Meter Cost	x		=	

METER CREDITS

\$ x =

SUBTOTAL =**2. BACKFLOW CONST. INSPECTION:** 660-37658

(Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

\$ x Each =

3. WATER FRONTAGE CHARGE: 660-37663

(Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

1 Side	\$66	x		LF	=	
2 Sides	\$37	x		LF	=	

4. WATER IMPACT FEE: 661-37648

(Auth: Res. #5592 approved 08.21.02, Increased 01.15.16)

a) Residential					
\$3,624 /DU	x		DU	=	
(Single Family)					
\$3,269 /DU	x		DU	=	
(Multi Family)					

b) Commercial & Industrial					
(Includes Landscape Service)					
\$10,288 /AC	x		AC	=	

WATER CREDITS

\$ x =

SUBTOTAL =**WATER FEE TOTALS =****5. ENGINEERING & INSPECTION FEE:** 208-36734

(Minimum \$500.00)

(Authority: Res. #5902 approved 05.04.05, Updated 07.01.09)

ENGINEERING ESTIMATE:**DATE ENGINEERING EST. SUBMITTED:****% APPLIES TO ENGINEER'S ESTIMATE**

13.3%	\$1	to	\$100,000	=	
11.8%	\$100,001	to	\$200,000	=	
10.3%	\$200,001	to	\$500,000	=	
8.8%	OVER		\$500,000	=	
ENGINEERING FEE				=	
DEPOSIT PAID				=	

ENGINEERING FEE TOTAL =**6A. LONG RANGE PLANNING FEE:** 207-37912**LONG RANGE PLANNING FEE (15% of E&I) =****SEWER FEES:****6. SEWER FRONTAGE CHARGE:** 640-37553

(Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

1 Side	\$66	/LF	x		LF	=	
2 Sides	\$37	/LF	x		LF	=	

7. SEWER IMPACT FEE: 641-37542

(Auth: Res. #6082 approved 02.05.07 & Res. #5592 approved 08.21.02, Increased 01.15.16)

a) Residential					
\$14,183 /DU	x		DU	=	
(Single Family)					
\$12,004 /DU	x		DU	=	
(Multi Family)					
b) Commercial & Industrial					
\$48.56 /GPD	x		GPD	=	
\$48.56 /GPD	x		GPD	=	

SEWER CREDITS

\$ x =

RDA ASSUMED SEWER OBLIGATION

\$14,183 /DU	x		DU	=	
(Single Family)					
\$12,004 /DU	x		DU	=	
(Multi Family)					
\$48.56 /GPD	x		GPD	=	
(Commercial & Industrial)					

SUBTOTAL =**SEWER FEE TOTALS =****STORM DRAIN FEES:****8. STORM DRAIN FRONTAGE CHARGE:** 304-37663

(Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

1 Side	\$108	/LF	x		LF	=	
2 Sides	\$53	/LF	x		LF	=	

9. STORM DRAIN IMPACT FEE: 303-37648

(Auth: Res. #5592 approved 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.16)

\$3,847 /DU	x		DU	=	
(Single Family)					
\$2,001 /DU	x		DU	=	
(Multi Family)					
\$41,897 /ACRE	x		AC	=	
(Commercial & Office)					
\$30,505 /ACRE	x		AC	=	
(Industrial)					

STORM CREDITS

\$ x =

SUBTOTAL =**STORM DRAIN FEE TOTALS =**

10. UNDERGROUNDING UTILITIES: 350-37648
 (Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

1 Side	\$681	x	LF	=	
2 Sides	\$343	x	LF	=	

11a. PARK IMPACT FEE: 301-37648
 (Auth: Res. #5592 appr'd 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.16)

\$5,378 /DU	x	DU	=	
(Single Family - Sub)				
\$3,910 /DU	x	DU	=	
(Single Family - No Sub)				
\$5,181 /DU	x	DU	=	
(Multi Family - Sub)				
\$3,771 /DU	x	DU	=	
(Multi Family - No Sub)				

11b. PARK MAINTENANCE DEV. FEE: 302-37649

\$	x	EACH	=	
----	---	------	---	--

PARK CREDITS

\$	x	=	
----	---	---	--

PARK FEE TOTAL =
12. TRAFFIC IMPACT FEE: 309-37648

 (Auth: Res. #15-162 approved 08.17.16 &
 Res. #5592 approved 08.21.02, Increased 01.15.16)

\$1,863 /DU	x	DU	=	
(Single Family)				
\$1,155 /DU	x	DU	=	
(Multi Family)				
\$1,863 /PHT	x	PHT	=	
(Commercial)				
\$1,863 /PHT	x	PHT	=	
(Industrial)				

TRAFFIC CREDITS

\$	x	=	
----	---	---	--

TRAFFIC FEE TOTAL =
13. LIBRARY IMPACT FEE: 348-37648

(Auth: Res. #5637 appr'd 09.01.04, Amdd by Res. 6326 4.28.10, Increased 01.15.16)

\$1,974 /DU	x	DU	=	
(Single Family)				
\$1,902 /DU	x	DU	=	
(Multi Family)				

LIBRARY CREDITS

\$	x	=	
----	---	---	--

LIBRARY FEE TOTAL =
14. BURROWING OWL MITIGATION: 232-38145

(Authority: Res. #5765 approved 01.21.04, Increased 07.01.16)

\$200 /DU		DU	=	
(Residential)				
\$1,395 /AC		AC	=	
(Commercial/Industrial)				

15a. MAP CHECK FEE: 206-36716
 (Authority: Res. #5658 approved 03.19.03, Updated 07.01.16)

PARCEL MAP:	\$3,805	=	
TRACT MAP:	\$5,867	=	

16. POLICE IMPACT FEE: 311-37648
 (Auth: Res. #5686 appr'd 06.18.03, Amdd by Res. 6326 4.28.10, Increased 01.15.16)

\$767 /DU	x	DU	=	
(Single Family)				
\$741 /DU	x	DU	=	
(Multi Family)				
\$1,666 /ACRE	x	AC	=	
(Commercial)				
\$2,333 /ACRE	x	AC	=	
(Industrial)				

POLICE CREDITS

\$	x	=	
----	---	---	--

POLICE FEE TOTAL =
17. FIRE IMPACT FEE: 313-37648

(Auth: Res. #6671 approved 07.17.13, Increased 01.15.16)

\$118 /DU	x	DU	=	
(Single Family)				
\$112 /DU	x	DU	=	
(Multi Family)				
\$1,550 /ACRE	x	AC	=	
(Commercial)				
\$1,550 /ACRE	x	AC	=	
(Industrial)				

FIRE CREDITS

\$	x	=	
----	---	---	--

FIRE FEE TOTAL =
18. PUBLIC FACILITIES IMPACT FEE: 347-37648

(Auth: Res. #5592 appr'd 8.21.02, Amdd by Res. 6326 4.28.10, Increased 01.15.16)

\$512 /DU	x	DU	=	
(Single Family)				
\$493 /DU	x	DU	=	
(Multi Family)				
\$1,128 /ACRE	x	AC	=	
(Commercial)				
\$1,579 /ACRE	x	AC	=	
(Industrial)				

PUBLIC FACILITIES CREDITS

\$	x	=	
----	---	---	--

PUBLIC FACILITIES FEE TOTAL =
20. COMMUNITY/REC CTRS IMPACT FEE: 360-37648

(Auth: Res. #15-152 appr'd 8.17.15, Increased 01.15.16)

\$3,663 /DU	x	DU	=	
(Single Family)				
\$3,213 /DU	x	DU	=	
(Multi Family)				

PUBLIC FACILITIES CREDITS

\$	x	=	
----	---	---	--

PUBLIC FACILITIES FEE TOTAL =



MEMORANDUM

Date: December 3, 2015

To: Edith Ramirez, City of Morgan Hill

From: Sujata Srivastava and Jake Cummings, Strategic Economics

Subject: Comparative Analysis of Commercial Development Fees (#1212b)

Introduction

This memorandum report is a comparative analysis of commercial development costs in Morgan Hill, Gilroy, and San Jose. The analysis compares major categories of development fees and permits in each city (impact fees, permits, and other upfront charges), as well as estimates of revenues generated by three commercial development prototypes: R&D/ high tech manufacturing; hotel; and auto dealership.

The details of each prototype are shown below in Figure 1.

Figure 1. Development Prototypes for Analysis

Prototype	Units	Building Area (sf)	Land Area (acres)
R&D / High Tech Manufacturing	<i>not applicable</i>	150,000	6.0
Hotel / Lodging	150 full service rooms	125,000	3.0
Auto Dealership	<i>not applicable</i>	50,000	5.0

Development fees and permit costs were calculated based on the results of a survey to City staff for each jurisdiction. The estimated fees and permits presented in this memo are not meant to represent the actual cost of a specific development project. Costs for actual development proposals will vary depending on factors such as site characteristics, building design, and location. However, this analysis serves to provide a reasonable comparison of the cost of developing the three prototypes in each city.

In addition to estimating fees and permit costs, Strategic Economics also compiled revenue indicators for the R&D and hotel prototypes. For the R&D prototype, average asking rental rates were used as an indicator of value.¹ For the hotel prototype, the average revenue per available room (RevPAR) was used. Revenue estimates for the auto dealership prototype were not calculated due to the high variability in sales revenues depending on the type of vehicles sold.

¹ Because the analysis involves smaller sub-markets, particularly Gilroy, the average rents observed from a limited number of properties in these sub-markets can be highly variable. To represent this variability, Strategic Economics has provided two sources of market information here: Colliers and CoStar.



Summary of Findings

The following summarizes the findings of the analysis, which are also described in Figures 2 through 6. The detailed fee data is displayed in Figure 7.

Development Fees and Permits

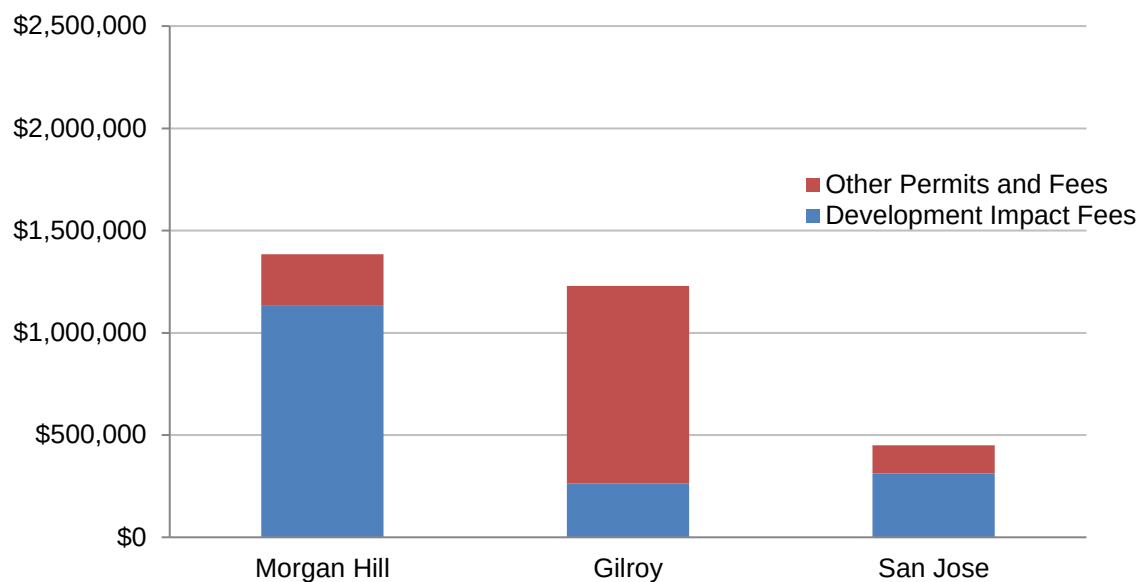
- **For the R&D / high tech manufacturing prototype, development fees and permits in Morgan Hill are higher than in Gilroy and Jose.** Estimated fees and permits in Morgan Hill for the R&D prototype total approximately \$1.38 million. Morgan Hill's fees are approximately twice as high as in San Jose, and 13 percent higher than in Gilroy (see Figure 2). The difference is largely due to Morgan Hill's significantly higher impact fees to mitigate the local impacts of growth on sewer and traffic.
- **For the hotel prototype, development fees in Morgan Hill are lower than in the other cities.** Total estimated fees and permits in Morgan Hill are 41 percent lower than in Gilroy, and slightly lower than in San Jose (see Figure 3).
- **For the auto dealership prototype, development fees in Morgan Hill are slightly higher than in Gilroy, and significantly higher than in San Jose.** Morgan Hill's fees are 11 percent higher than in Gilroy and 177 percent higher than in San Jose (see Figure 4). As with the R&D prototype, the higher cost in Morgan Hill is largely due to its higher local impact fees.

Revenues

- **The rental rates for R&D / high tech manufacturing space in Morgan Hill are higher than in Gilroy, and lower than in San Jose.** See Figure 5 for a comparison of R&D rental rates reported by Colliers and CoStar. According to both data sources Morgan Hill's average monthly rents are between \$0.91 and \$1.02, significantly higher than in Gilroy (\$0.50 to 0.75). San Jose's citywide R&D rents are estimated at between \$1.61 and \$1.70. South San Jose, which has an R&D inventory similar to Morgan Hill, has an average asking rent of \$1.12.
- **For hotels, the revenue per available room (RevPAR) in Morgan Hill is positioned between Gilroy and San Jose.** The RevPAR in Morgan Hill is almost \$76, compared to \$56 in Gilroy and \$122 in San Jose (see Figure 6).

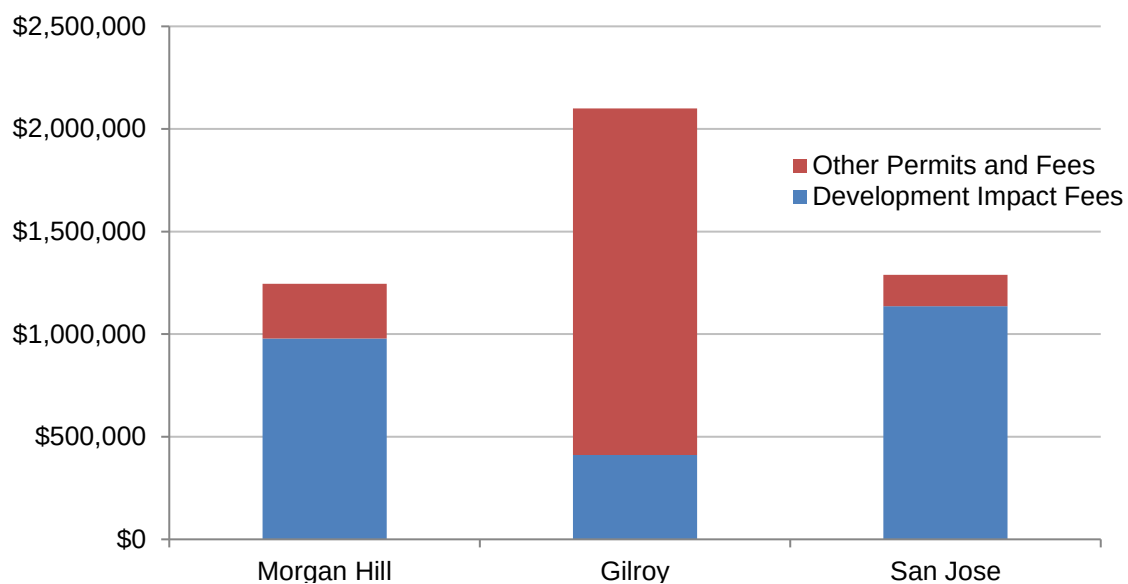


Figure 2. R&D / High Tech Manufacturing Prototype Development Fees



Sources: Cities of Morgan Hill, Gilroy, and San Jose.

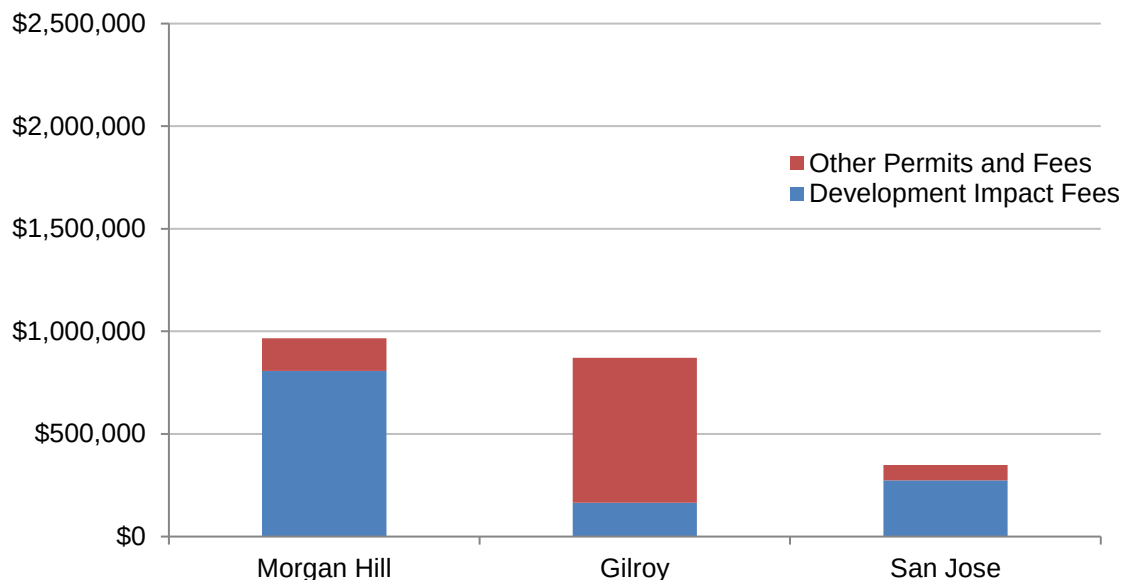
Figure 3. Hotel Prototype Development Fees



Sources: Cities of Morgan Hill, Gilroy, and San Jose.



Figure 4. Auto Dealership Prototype Development Fees



Sources: Cities of Morgan Hill, Gilroy, and San Jose.

Figure 5. R&D Market Rents and Inventory Comparison

	Morgan Hill	Gilroy	South San Jose	City of San Jose
Colliers				
Average Asking Rent*	\$0.91	\$0.75	\$1.12	\$1.70
Total Rentable Building Area	2,839,794	372,104	10,679,353	41,593,435
CoStar				
Average Asking Rent*	\$1.02	\$0.50	n/a	\$1.61
Total Rentable Building Area	3,376,971	673,640	n/a	39,079,547

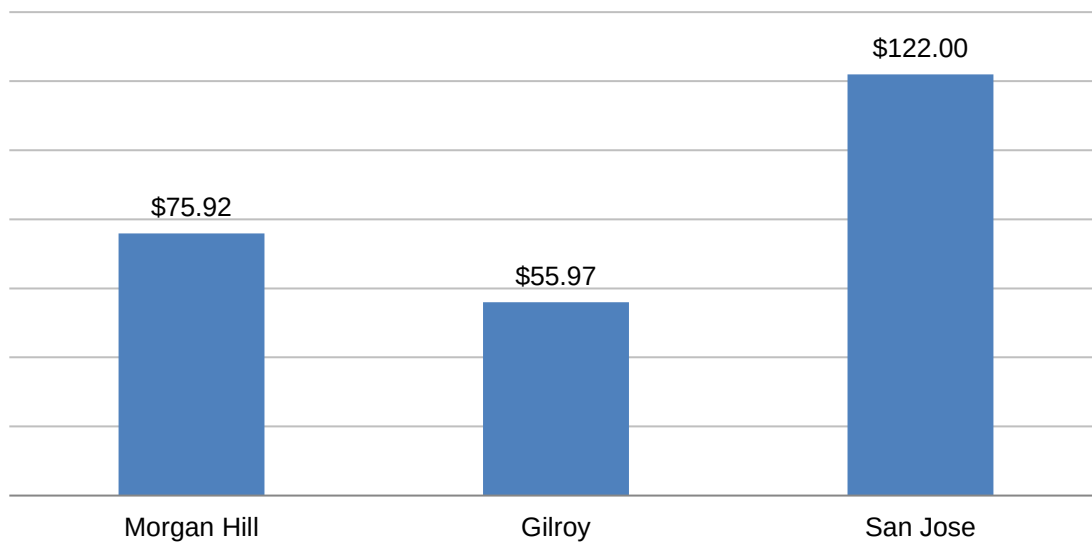
All figures are for Q4 2015, except South San Jose (Q2 2015) and City of San Jose (Q3 2015).

* Rents are monthly, NNN.

Sources: Colliers 2015; CoStar 2015; Strategic Economics, 2015.



Figure 6. Revenue per Available Room (RevPAR)



Note: Morgan Hill RevPAR estimate is for 2014. RevPAR estimates for Gilroy and San Jose are projections for 2013 performed in that year.

Sources: For Morgan Hill: HA&A Hotel Market Research, 2014; For Gilroy: Economic Development Strategic Plan, YTD 2013; For San Jose: "In Focus: Silicon Valley, California - from Dot-com Bust to Boom", HVS, 2013 projected.



Figure 7. Detailed Comparison of Development Fees and Permits by City

	Morgan Hill			Gilroy			San Jose		
	R&D/High Tech Manuf.	Hotel	Auto Dealer	R&D/High Tech Manuf.	Hotel	Auto Dealer	R&D/High Tech Manuf.	Hotel	Auto Dealer
Development Impact Fees									
Sewer Impact Fee	\$425,970	\$584,289	\$260,315	\$3,658	\$3,658	\$3,658	* These fees not itemized *		
Water Impact Fee	\$60,168	\$30,084	\$50,140	\$6,731	\$6,731	\$6,731			
Storm Drain Impact Fee	\$178,392	\$122,508	\$204,180	\$6,768	\$4,584	\$7,640			
Traffic Impact Fee	\$354,120	\$160,716	\$239,712	\$698,850	\$1,463,250	\$585,300			
Police Impact Fee	\$13,644	\$4,872	\$8,120						
Fire Impact Fee	\$9,060	\$4,530	\$7,550						
Public Facilities Impact Fee	\$9,234	\$3,297	\$5,495	\$182,250	\$343,250	\$137,300			
School Fee	\$76,500	\$63,750	\$25,500	\$81,000	\$67,500	\$27,000			
Burrowing Owl Mitigation	\$8,160	\$4,080	\$6,800						
Street Tree Impact Fee				\$103	\$103	\$103			
Total Development Impact Fees	\$1,135,248	\$978,126	\$807,812	\$979,360	\$1,889,076	\$767,732	\$342,000	\$1,166,000	\$289,240
Other Permits and Fees									
Advance Planning				\$18,600	\$18,450	\$18,315			
Planning									
Planning Permits - Allowed Use	\$6,000	\$6,000	\$6,000						
Planning Permits - Conditional Use/Rezone	\$12,000	\$12,000	\$12,000						
Environmental (Estimated)	\$25,000	\$30,000	\$25,000						
HCP Fees (Vacant Land, New Const.)	\$35,000	\$15,000	\$35,000						
Building Permit	\$85,000	\$102,000	\$40,000	\$75,065	\$68,806	\$20,430	\$25,428	\$24,618	\$15,887
Building Division Plan Review Fee	\$81,000	\$96,000	\$38,000	\$56,298	\$51,604	\$15,323	\$49,405	\$56,900	\$27,725
Electrical Permit				\$25,247	\$14,422	\$8,447	\$6,798	\$6,901	\$5,047
Energy Fee				\$5,630	\$5,160	\$1,532			
Fire Inspection and Other Fire Fees	\$1,050	\$1,525	\$1,050	\$390	\$260	\$130	\$4,378	\$3,734	\$1,803
Mechanical Permit				\$25,247	\$14,422	\$8,447	\$4,532	\$4,429	\$3,090
Permit Processing							\$6,400	\$6,400	\$2,880
Plan Check				\$1,500	\$1,100	\$700			
Plumbing Permit				\$7,607	\$3,594	\$1,727	\$2,781	\$13,081	\$1,864
Strong Motion Instrumentation	\$4,000	\$4,700	\$1,800	\$5,909	\$5,397	\$1,436	\$8,400	\$7,000	\$1,680
State Revolving Fees				\$846	\$772	\$207			
Engineering Plan Check & Inspection Fees				\$27,300	\$27,300	\$27,300			
Total Other Permits and Fees	\$249,050	\$267,225	\$158,850	\$249,639	\$211,288	\$103,994	\$108,122	\$123,063	\$59,976
Grand Total	\$1,384,298	\$1,245,351	\$966,662	\$1,228,999	\$2,100,363	\$871,726	\$450,122	\$1,289,063	\$349,216

Sources: Cities of Morgan Hill, Gilroy, and San Jose.



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Irma Torrez, City Clerk
APPROVED BY: City Manager

CALL FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

RECOMMENDATION(S)

1. Adopt resolution "A" calling for a General Municipal Election to be held on Tuesday, November 3, 2020 to elect a Mayor; one Council Member from District A; one Council Member from District C; and a City Treasurer; and
2. Adopt resolution "B" requesting the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters Office – and the Consolidation of the Election.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment and Preserving
Open Space and Agricultural Land
Maintaining Infrastructure
Supporting Our Youth
Seniors
and Entire Community
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust
Preserving Our Community History
Enhancing Diversity and Inclusiveness
Advancing Regional Initiatives

2020-2021 Strategic Priorities

Community Engagement and Messaging
Economic Development
Financial Sustainability
Affordable Housing and Homelessness
Transportation

REPORT NARRATIVE:

Pursuant to Election Code § 10002, Resolution "A" (Attachment 1) calls for a General Municipal Election to be held on Tuesday, November 3, 2020 to elect a Mayor for a two-year term; one Council Member from District A for a four-year term; one Council Member from District C for a four-year term; and a City Treasurer for a four-year term. (See Ordinance No. 2258, New Series, adopted by the City Council on September 6, 2017 (Attachment 2), that implements District elections commencing with the November 6, 2018 Municipal Election). On July 18, 2018, the City Council took action to place the question of "Shall the office of City Clerk be appointive?" (Measure J) on the November 6, 2018 Ballot. Measure J was passed by the voters and on December 12, 2018 the City Council certified the election results. The current elected City Clerk will remain in office

until her term ends in December 2020. At such time, the appointment process will take place.

Section 7 of Resolution “A” provides “that in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) the City Council in accordance with Election Code § 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election that resulted in a tie vote.”

The Council can adopt Resolution “A”, as presented, with the requirement that a tie vote will be resolved by special election. Should the Council wish to resolve a tie vote by lot, the Council should amend Section 7 of the Resolution “A” to read as stated in the Alternative Actions of the staff report.

Pursuant to Election Code § 10403, Resolution “B” (Attachment 3) requests the Board of Supervisors of the County of Santa Clara to consolidate a General Municipal Election to be held on Tuesday, November 3, 2020 with the Presidential Statewide General Election to be held on the same date.

Section 5 of Resolution “B”, Candidates’ Statements, establishes a 200-word limitation for the Candidates’ Statements. Per City Council Resolution No. 16-005 (Attachment 4), Section 6 of Resolution B provides that candidates pay half the estimated costs to submit a “Candidate Statement.” The Santa Clara County Registrar of Voters Office has provided Candidate Statement estimates as follows: Mayor: \$2,680; Districts A and C seats: \$2,430; and City Treasurer: \$2,680. (Candidate Statement costs are per candidate.)

August 7, 2020 is the last day a municipality can submit a Measure Resolution to the County of Santa Clara/Registrar of Voters Office to include a measure(s) in the November 3, 2020 ballot. This deadline requires that the City Council take action in adopting a resolution(s) prior to August 7, 2020. Should the City Council wish to place a measure(s) on the November 3, 2020 ballot, a staff report, and accompanying resolution(s) will return to the City Council for action.

Section 10262 of the Elections Code gives the Santa Clara County Registrar of Voters Office up to the fourth Friday after the election to complete the canvass of the election results. The Registrar of Voters Office has indicated that the canvass will be completed no later than Thursday, December 3, 2020. Therefore, the staff report to the City Council requesting certification of the November 3, 2020 General Municipal Election will be scheduled for City Council action after December 3, 2020.

COMMUNITY ENGAGEMENT: Involve

As a General Law City, Morgan Hill is governed by Government and Election Codes for the purpose of electing municipal officers and ballot measures.

Adoption of the two attached resolutions (Attachment 1 and 3) that calls for a General

Municipal Election to be held in Morgan Hill on November 3, 2020, and the consolidation of the election allows registered voters in the City of Morgan Hill to be involved in the democratic process of electing their municipal officers.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Municipal Elections are conducted every two years for the purpose of electing officers and presenting ballot measures to the electorate as required by law.

Adoption of Ordinance No. 2258, New Series, on September 6, 2017, amending Chapter 1.16 of Title 1 of the Morgan Hill Municipal Code regarding Elections, specifically, District Elections and Resolution No. 16-005 regarding Candidate Statement Fees.

Adoption of Resolution No. 18-101; Certifying the November 6, 2018 Election Results that included Measure J – Changed the City Clerk seat from an “Elected Office” to an “Appointed Office.” Commencing with the 2020 Municipal Election, there will not be election costs associated with the Clerk seat; resulting in election cost savings with the conversion of the City Clerk position to that of an appointed one.

FISCAL AND RESOURCE IMPACT:

Included in the recommended FY 2020-21 budget is \$158,632 for election expenses associated with the following offices: Mayor, District A Seat, District C Seat and City Treasurer. This includes the cost of election services for two candidate statements for the Mayor’s seat, four candidate statements for Districts A and C Council seats, two candidate statements for City Treasurer, election certificates and translation costs. This estimate may change as the Santa Clara County Board of Supervisors has not adopted its election fee scheduled for 2020-21.

The recommended FY 2020-21 budget does not include funding for any proposed City Measures or Initiative Petitions that may qualify for the November 3, 2020 Municipal Election. The Registrar of Voters estimates that each ballot measure placed on the November 3, 2020 Election would cost approximately \$56,520 each. Should a City Measure(s) or Initiative Petition(s) be proposed for the November 3, 2020 Municipal Election prior to the August 7, 2020 Measure Resolution(s) submittal deadline to the Santa Clara County Registrar of Voters Office, a budget adjustment will be necessary and presented accordingly.

CEQA (California Environmental Quality Act):

Not a project.

The calling for a municipal election is not a project as defined in Section 15378 of the State CEQA guidelines.

LINKS/ATTACHMENTS:

1. Resolution A - Calling for 11-3-2020 Municipal Election

2. ORD2258ns District Elections
3. Resolution B - Requesting Consolidation of 11-03-20 Municipal Election
4. 16-005 Candidate Statements

RESOLUTION NO. "A"

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL CALLING, AND GIVING NOTICE FOR THE HOLDING OF A CONSOLIDATED GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES.

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a Consolidated General Municipal Election shall be held on Tuesday, November 3, 2020, for the election of Municipal Officers.

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

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Morgan Hill, California, on Tuesday, November 3, 2020, a Consolidated General Municipal Election for the purpose of electing a Mayor for the full term of two-years; a Member of the City Council from District "A" for the full term of four-years; a Member of the City Council from District "C" for the full term of four-years; and a City Treasurer for the full term of four-years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the Registrar of Voters Office of the County of Santa Clara to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Santa Clara, Registrar of Voters Office, the City Council in accordance with Election Code § 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 8. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on the 3rd day of June, 2020 by the following vote:

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

APPROVED:

ATTEST:

 RICHARD CONSTANTINE, Mayor

 IRMA TORREZ, City Clerk

∞ **CERTIFICATION** ∞

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the City Council at the meeting held on June 3, 2020.

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

DATE: _____

 IRMA TORREZ, City Clerk

ORDINANCE NO. 2258, NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL
AMENDING CHAPTER 1.16 OF TITLE 1, OF THE
MORGAN HILL MUNICIPAL CODE REGARDING
ELECTIONS**

WHEREAS, the City of Morgan Hill supports the full participation of all residents in electing members of the City Council; and

WHEREAS, in an at-large election system, candidates for City Council may reside in any part of the City and each City Councilmember is elected by the voters of the entire City; and

WHEREAS, in a by-district election system, a candidate for City Council must reside in the district which he or she wishes to represent, and only the voters of that district are entitled to vote to decide who their representative will be; and

WHEREAS, on May 5, 2017, the City received a letter from attorney Morris J. Baller, asserting the City's at-large electoral system violated the California Voting Rights Act and threatening litigation if the City declined to adopt by-district elections; and

WHEREAS, the letter did not contain any credible evidence of a violation, but the cost of defending against a claim under the California Voting Rights Act is extremely high; and

WHEREAS, California Government Code Section 34871(c) authorizes the election of the legislative body "by districts in four, six, or eight districts, with an elective mayor . . ."; and

WHEREAS, Government Code 34886 authorizes the City Council to establish by-district elections for council members by ordinance under the process provided in California Elections Code section 10010; and

WHEREAS, at its regular meeting on June 7, 2017, the City Council adopted a resolution of intent to establish a by-district voting process pursuant to California Elections Code Section 10010; and

WHEREAS, pursuant to California Government Code Section 34886, it is declared the change in the method of electing members of the City Council of the City of Morgan Hill made by this ordinance is to implement the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in Section 14031 of the California Voting Rights Act, and

WHEREAS, under the provisions of California Elections Code Section 10010, a political subdivision that changes from an at-large method of election to a by-district method of election shall hold at least two public hearings over a period of no more than thirty days, at which the public is invited to provide input regarding the composition of the districts before drawing a draft map or maps of the proposed boundaries of the districts; and

WHEREAS, before any maps of the proposed boundaries of the districts were drawn, the City Council held public hearings on June 21, 2017 and June 28, 2017, at which time input from the public on the proposed district boundaries was invited and heard; and

WHEREAS, the City established a dedicated webpage containing notices and information on the district election mapping process, with information in multiple languages, and extensive outreach was made to the Morgan Hill community through e-mail and at community events regarding the change to district elections.

WHEREAS, on July 19, 2017, consistent with the provisions of California Elections Code Section 10010, the City published and made available for release, all of the draft maps under consideration along with the potential sequence of elections; and

WHEREAS, as required by California Elections Code Section 10010, the City held a public hearing on July 26, 2017, at which time input on the proposed maps and sequence was invited and heard; and

WHEREAS, on August 7, 2017, consistent with the provisions of California Elections Code Section 10010, the City published additional maps based on the testimony at the July 26, 2017 public hearing; and

WHEREAS, on August 23, 2017, as required by California Elections Code Section 10010, the City held an additional public hearing at which time input on the proposed maps and sequence was invited and heard and a final map and sequence was selected by the City Council.

WHEREAS, the purpose of this Ordinance is to enact, pursuant to California Government Code Section 34886, an ordinance providing for the election of the members of the City Council of the City of Morgan Hill on a by-district basis in four single-member districts, retaining a separately elected office of Mayor, as reflected in Exhibit A to this Ordinance and to make other conforming and technical changes to Morgan Hill Municipal Code Chapter 1.16.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Chapter 1.16 ("ELECTIONS") of Title 1 of the Morgan Hill Municipal Code is amended to read as follows:

1.16.010 - General municipal elections coincide with statewide general election.

The general municipal election of the city shall be held on the same day as the statewide general election on the first Tuesday after the first Monday in November of even-numbered years.

1.16.020 – Election of City Council Members.

- A. As established by Measures D and E, enacted by the voters on March 26, 1996, the Mayor shall be elected directly by the electors for a term of two-years.

- B. Beginning with the November 2018 general municipal election, a person elected as a member of the City Council other than the Mayor shall be a resident of his or her respective Council District as set forth in Section 1.16.030 (and as subsequently reapportioned as provided by applicable law.) Elections shall take place on a by-district basis as that term is defined in California Government Code Section 34871; meaning one member of the City Council shall be elected from each district, by the voters of that district alone, except for the Mayor, who shall be elected citywide. Each council member shall serve a four-year term until his or her successor has qualified, except for the Mayor, who shall serve a two-year term as authorized by Measure E, enacted by the voters on March 26, 1996.
- C. Except as provided in subsection C of Section 1.16.040, the council member elected to represent a district must reside in that district and be a registered voter in that district, and any candidate for City Council must live in, and be a registered voter in, the district in which he or she seeks election at the time nomination papers are issued, pursuant to California Government Code Section 34882 and California Elections Code Section 10227. Termination of residency in a district by a Council Member shall create an immediate vacancy for that council district unless a substitute residence within the district is established within 30 days after the termination of residency.

1.16.030 – Establishment of Council Districts

Boundaries for each of the four districts and their letter designations are as shown on the attached Exhibit A entitled “City of Morgan Hill District Boundary Map,” a copy of which shall be posted on the City’s website and on file in the City Clerk’s Office.

1.16.040 - Transition

- A. Except as provided in subsection C, Council Members shall be elected in Council Districts B and D at the general municipal election in November 2018, and at the general municipal election every four years thereafter. [Sequence subject to change depending on final map selection]
- B. Council Members shall be elected in Council Districts A and C at the general municipal election in November 2020, and at the general municipal election every four years thereafter. [Sequence subject to change depending on final map selection]
- C. Any member of the City Council in office at the time this Ordinance takes effect (or any person selected by appointment or election to fill a vacancy created by a Council member elected prior to the effective date of this Ordinance) shall continue in office until the expiration of the respective term to which he or she was elected and until his or her respective successors are qualified. At the end of the term of each council member, that member’s successor shall be elected on a by-district basis in the districts established in Section 1.16.030. A vacancy in a councilmember office elected by-district shall be filled by a person qualified to hold the office, who is a resident and registered voter in the district.

1.16.050 - Electronic filing of campaign statements.

- A. Any elected officer, candidate, committee, or other person required to file statements, reports or other documents described by Chapter 4 (Campaign Disclosure) of Title 9 (Political Reform)

of the California Government Code that has received contributions or made expenditures of two thousand dollars or more in a calendar year shall electronically file such statements using procedures established by the City Clerk.

B. Once an elected officer, candidate, committee, or other person files a statement, report, or other document electronically pursuant to Section A, all future statements, reports, or other documents on behalf of that filer shall be filed electronically.

C. In any instance in which an original statement, report, or other document must be filed with the California Secretary of State and a copy of that statement, report, or other document is required to be filed with the City Clerk, the filer may, but is not required to, file such copy electronically.

D. If the City Clerk's electronic filing system is not capable of accepting a particular type of statement, report, or other document, an elected officer, candidate, committee, or other person shall file that document with the City Clerk in an alternative format.

SECTION 2. Severability. If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

SECTION 3. Effective Date and Publication. This ordinance shall take effect thirty (30) days after the date of its passage and adoption. The City Clerk is hereby directed to publish in full or summary this ordinance pursuant to §36933 of the Government Code in a newspaper of general circulation in the City of Morgan Hill.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 23RD DAY OF AUGUST 2017, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 6TH DAY OF SEPTEMBER 2017, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:	Larry Carr, Rich Constantine, Rene Spring, Caitlin Robinett Jachimowicz, Steve Tate
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

APPROVED:

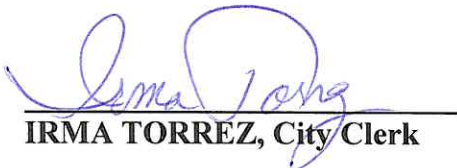


STEVE TATE, Mayor

DATE:

9/7/2017

ATTEST:



IRMA TORREZ, City Clerk

DATE:

9/11/2017

Effective Date: October 7, 2017

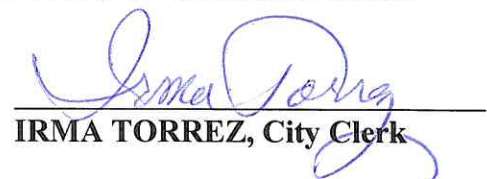
∞ CERTIFICATE OF THE CITY CLERK ∞

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. 2258, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 6th day of September 2017.

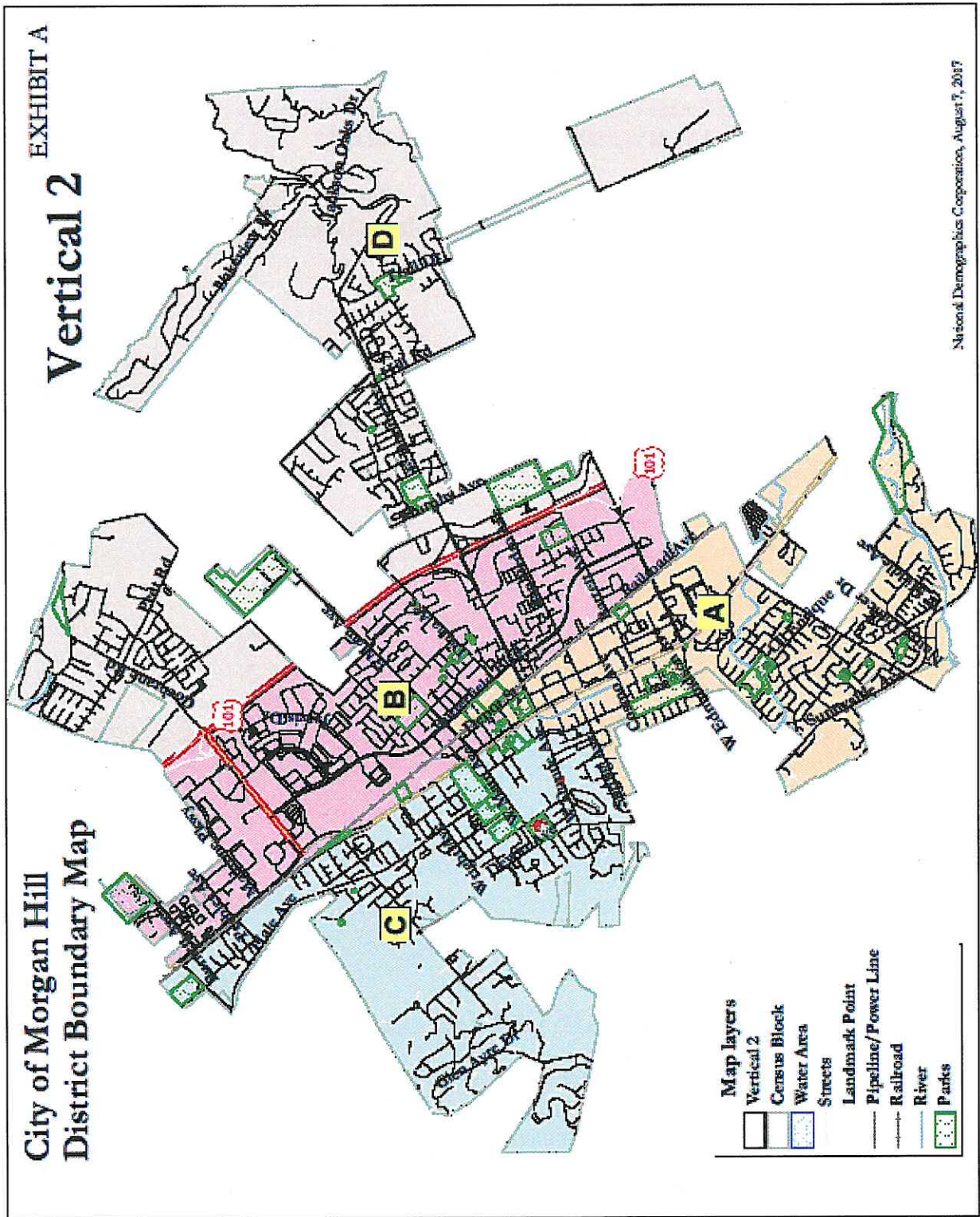
WITNESS MY HAND AND THE SEAL OF THE CITY OF MORGAN HILL.

DATE:

9/11/2017



IRMA TORREZ, City Clerk



RESOLUTION NO. "B"

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020 WITH THE PRESIDENTIAL STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE.

WHEREAS, the City Council of the City of Morgan Hill called a General Municipal Election to be held on Tuesday, November 3, 2020, for the purpose of the election of a Mayor, a Member of the City Council from District "A", a Member of the City Council from District "C", and a City Treasurer and;

WHEREAS, it is desirable that the General Municipal Election be consolidated with the statewide Presidential General Election to be held on the same date and that within the city the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters Office of the County of Santa Clara canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

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

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of Santa Clara is hereby requested to consent and agree to the consolidation of a General Municipal Election with the statewide Presidential General Election on Tuesday, November 3, 2020, for the purpose of the election of a Mayor; a Member of the City Council from District A; a Member of the City Council from District C; and a City Treasurer.

SECTION 2. That the Board of Supervisors of the County of Santa Clara is requested to issue instructions to the Registrar of Voters Office to take any and all steps necessary for the holding of the consolidated election.

SECTION 3. That the Registrar of Voters of the County of Santa Clara is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide/general election.

SECTION 4. That the City of Morgan Hill recognizes that additional costs will be incurred by the County of Santa Clara by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. Candidates' Statements. Candidates shall not be permitted to submit materials other than the candidate's statement with the sample ballot and voter's pamphlet. The Candidates' statement shall be two hundred (200) words or less.

SECTION 6. Candidates' Statement Fee. Pursuant to City Council Resolution No. 16-005, adopted January 20, 2016, candidates will be required to pay half of the costs charged by the Santa Clara County Registrar of Voters Office to submit and publish a Candidate Statement at the time the candidate statement is filed with the City Clerk.

SECTION 7. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar of Voters Office of the County of Santa Clara.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Morgan Hill at a Regular Meeting held on the 3rd day of June 2020 by the following vote:

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

APPROVED:

ATTEST:

RICHARD CONSTANTINE, Mayor

IRMA TORREZ, City Clerk

∞ CERTIFICATION ∞

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the City Council at the meeting held on June 3, 2020.

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

DATE: _____

IRMA TORREZ, City Clerk

RESOLUTION NO. 16-005

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS FOR GENERAL MUNICIPAL ELECTIONS

WHEREAS, Section 13307 of the California Elections Code provides that the governing body of a local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including the costs thereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morgan Hill as follows:

Section 1. Recitals. The City Council does hereby find, determine and resolve that the foregoing recital is true and correct.

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

a. That the City Clerk shall advise all candidates for nonpartisan elected office of the County of Santa Clara's Registrar of Voters' ("Registrar") guidelines regarding candidate statements of qualifications as described in the Registrar's Gubernatorial General Election Candidate Guide, as amended each election cycle.

b. That the City Clerk shall provide each candidate with the estimated cost of printing, handling, translating, and mailing of the candidate statement (the "Costs") as such are determined by the Registrar. Based on the estimate of the Costs provided by the Registrar, the City will require candidates to pay half of the estimate of the Costs at the time the candidate statement is filed with the City elections official. As the estimate of the Costs is subject to change based on the actual costs determined after the election, the City will, on a pro rata basis, bill the candidate for the additional actual expense or refund any excess paid depending on the final actual Costs. In the event of underpayment, the candidate will be required to pay the balance of the Costs incurred within 30 days of the election. In the event of overpayment, the City will prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

1. Candidates that claim to be indigent shall submit an application for a waiver of the Costs, consisting of a Waiver of Candidate Statement Deposit Form, Statement of Financial Worth Form, and a copy of their most recent federal income tax report, to the City Clerk to determine eligibility. The City Clerk shall make a determination of finding regarding the candidate's indigence. The extremely low category of the guidelines established by the federal Housing and Urban Development Department for Santa Clara County is to be used to determine eligibility. If a candidate is determined to be indigent, the City shall bear the full Costs. If it is determined that a candidate is not indigent, the candidate shall, within three days of the notification, excluding Saturdays, Sundays, and state/City holidays, withdraw the candidate statement or pay the requisite fee. If the candidate fails to respond with the time prescribed, the City shall not be obligated to print and mail the candidate statement.

2. The estimate of the Costs includes any translation required by the Federal Voting Rights Act of 1965 and any other applicable federal or state laws. The candidate will be required to pay for the

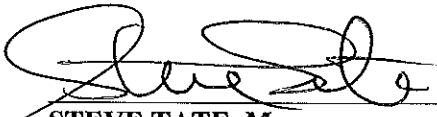
cost of translating the candidate statement into any foreign language that is not required pursuant to the Federal Voting Rights Act of 1965 and any other applicable federal or state laws, but is requested as an option by the candidate.

c. That the City Clerk is directed to provide each candidate a copy of this Resolution with the Candidate Information and Nomination Packet at the time nomination papers are taken out.

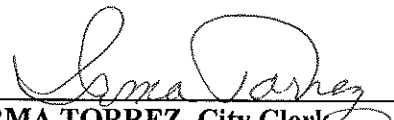
Section 3. The provisions of any existing Resolution as heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed. This Resolution shall take effect immediately upon adoption and shall apply at the next ensuing municipal election and at each municipal election after that time.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 20th day of January, 2016 by the following vote:

AYES:	COUNCIL MEMBERS:	Larry Carr, Rich Constantine, Marilyn Librers Gordon Siebert, Steve Tate
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None


STEVE TATE, Mayor

ATTEST:


IRMA TORREZ, City Clerk

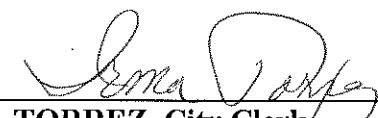
DATE: 2/2/2016

⌘ 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. 16-005, adopted by the City Council at the meeting held on January 20, 2016.

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

DATE: 2/2/2016


IRMA TORREZ, City Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

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

REJECT BIDS FOR THE EAST MAIN AVENUE BIKE LANES AND SIDEWALK PROJECT AND REBID THE PROJECT WITH MODIFICATIONS

RECOMMENDATION(S)

Reject all bids for the East Main Avenue Bike Lanes and Sidewalk Project and rebid the project with modifications.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Infrastructure

2020-2021 Strategic Priorities

Financial Sustainability
Transportation

GUIDING DOCUMENTS

Bikeways
Trails
Parks and Recreation Masterplan
General Plan/Housing Element

REPORT NARRATIVE:

The East Main Avenue Bike Lanes and Sidewalk project (Attachment 1) is included in the adopted Fiscal Year (FY) 2018-19 through 2023-24 Capital Improvement Program. The project is identified in the 2017 Bikeways, Trails, Parks and Recreation Master Plan as a high priority project. The project is located along East Main Avenue, between Butterfield Boulevard and Condit Road. The project includes both pavement rehabilitation and school (pedestrian and bicycle) safety improvements.

The proposed pedestrian and bicycle safety improvements include; the installation of sidewalk improvements across the property frontages at 465 and 475 on East Main Avenue, the construction of curb bulb-outs and the installation of rapid flashing beacons and high visibility crosswalks at East Main and Grand Prix intersection, storm drain modifications, and apply green enhanced buffered bike lane striping.

The bid opening for the project was held on May 14, 2020 and the bids received are listed below.

O'Grady Paving, Inc.	\$1,203,283.00*
GradeTech Inc.	\$1,358,070.50
Granite Rock Company	\$1,379,739.75
Redgwick Construction Company	\$1,425,605.00

Golden Bay Construction \$1,548,837.50
**corrected bid amount*

Shortly after the bids were received, a bid protest was filed by the second low bidder, claiming the apparent low bidder exceeded the subcontractor maximum limit of performing more than 50% of the work. The City verified that this limit was exceeded therefore, the contract cannot be awarded to the lowest bidder.

The second low bidder's bid amount is 40% more than the engineer's estimate of \$970,000 and the remaining bids are even greater. Staff feels confident that the City will receive more competitive bids if the project is rebid with minor revisions to the project plans and specifications. Therefore, Staff recommends that the City Council reject all bids and rebid the project. This will delay the construction start date by approximately five weeks but will potentially provide the City with a project savings of \$150,000 or more. If the project is rebid, construction would begin in late August 2020 and be complete in six months, assuming no project delays.

The project plans and specifications can be found on the City's web page in the Community Projects link (<http://www.morgan-hill.ca.gov/1436/Project-Plans-Specifications-and-Bid-Res>).

COMMUNITY ENGAGEMENT: Inform

During the design process, project information was available via NextDoor, the City's email subscribers, and the City's website. Once project is rebid and awarded, work hours will be limited to 8am-4pm as much as possible to minimize impacts to the neighborhood. Residents living near or adjacent to the proposed improvements will be notified prior to installing the improvements. Staff will also provide updated construction information weekly through Nextdoor and on the City's website. Staff will work closely with the Morgan Hill Unified School District to ensure access and safety to El Toro School located adjacent to the project site.

ALTERNATIVE ACTIONS:

City Council could elect to award the project to the second low bidder. However, it is not recommended as it is believed rebidding the project will result in savings for the project.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On June 6, 2018, the City Council adopted the FY 2018-19 through 2023-24 Capital Improvement Program, which includes the Main Avenue Bike Lane and Sidewalk project.
- On December 19, 2018, the City Council approved a Transportation Fund for Clean Air (TFCA) grant for \$65,100 for the project.
- On February 5, 2020, the City Council approve the purchase of property (Hwang) required to widen the roadway.

FISCAL AND RESOURCE IMPACT:

There is no direct fiscal impact related to the recommended Council action.

If City Council elected to award to the second low bidder, the total authorization needed for this project would be \$1,493,877, which includes a 10% contingency. The project will receive \$65,100 in TFCA grant funds from the Bay Area Air Quality Management District, which will be applied to the construction portion of the project. There is adequate funding appropriated within the FY 2019/20 Capital Improvement Budget in the Street CIP Fund (308), School Pedestrian Safety Fund (355), and Local Drainage Fund (304) to support the project.

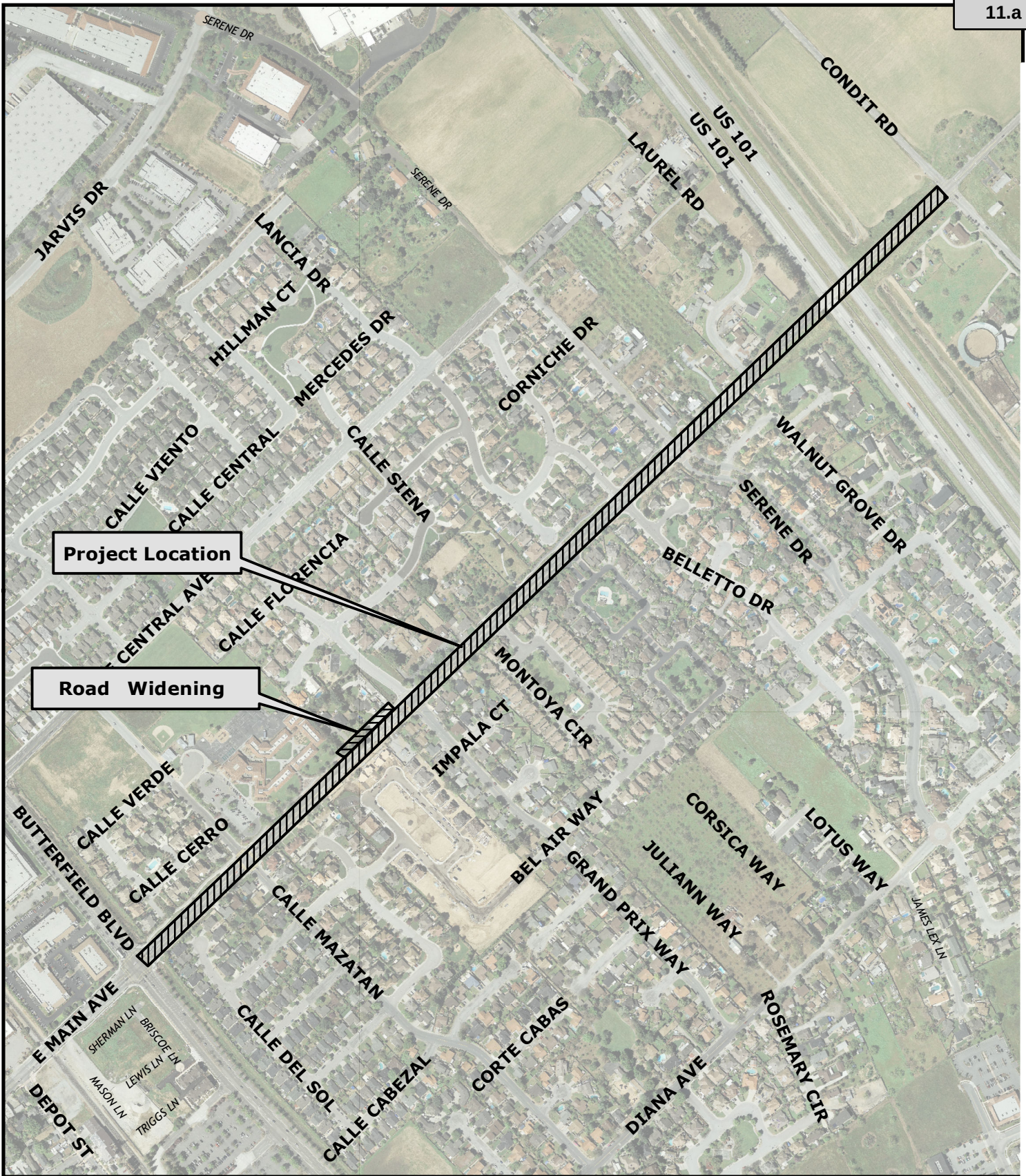
CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this Staff Report are categorically exempt per the California Environmental Quality Act (CEQA) Guidelines specifically identify by Section 15301 - Existing Facilities: Operation, repair, maintenance or minor alterations to existing public and private facilities involving no or negligible expansion of existing or former use.

LINKS/ATTACHMENTS:

1. Project Location Map
2. Project Plans and Specifications



Attachment: Project Location Map (2741 : Reject Bids for East Main Avenue Project)



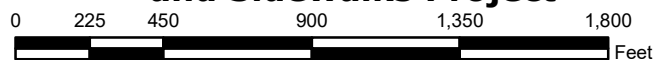
CITY OF MORGAN HILL

Engineering and Utilities

CIP Engineering

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PROJECT LOCATION MAP for East Main Avenue Bike Lanes and Sidewalks Project



DRAFT



Meeting Minutes City Council

Rich Constantine - Mayor
Yvonne Martinez Beltran - Mayor Pro Tem
Larry Carr - Council Member
John McKay - Council Member
Rene Spring - Council Member

Friday, May 15, 2020 9:00 am

Virtual Meeting

Link to join the meeting can be found below, Morgan Hill, CA 95037

CITY COUNCIL BUDGET WORKSHOP

A Special Meeting of the City Council was called for Friday, May 15, 2020 at 9:00 a.m. for the purpose of conducting a workshop on the City's Operating Budget and Capital Improvement Program Budget.

MEETING GUIDELINES

The City Council meeting will be live-streamed on Channel 17 and on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting in the following ways; by either joining the electronic meeting at <https://bit.ly/BudgetWorkshop2020> and enter ID: 967 4064 1969 or by calling in (669) 900-9128 enter Meeting ID: 967 4064 1969#.

CALL TO ORDER

Mayor Constantine called the meeting to order at 9:00 a.m.

ROLL CALL ATTENDANCE

Deputy City Clerk Michelle Bigelow called the roll.

Attendee Name	Title	Status	Arrived
Rich Constantine	Mayor	Remote	

Minutes Acceptance: Minutes of May 15, 2020 9:00 AM (CONSENT CALENDAR)

Yvonne Martinez Beltran	Mayor Pro Tem	Remote	
Larry Carr	Council Member	Remote	
John McKay	Council Member	Remote	
Rene Spring	Council Member	Remote	

DECLARATION OF POSTING OF AGENDA

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

PUBLIC COMMENT

Mayor Constantine opened the public comment at 9:01 a.m.

Kathleen King was called to speak.

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

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	Larry Carr, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

SCHEDULE

9:00	Introduction
	Budget Overview
	Operations Budget
	Proposed Budget Reductions
11:30	Capital Improvement Program
12:00	Break
1:00	Engage Morgan Hill Community Advisory Group input
	Q&A
	Public Comment
	Council Discussion
3:00	Adjourn

BUDGET WORKSHOP

1. CITY MANAGER'S RECOMMENDED FISCAL YEAR 2020-21 AND 2021-22 OPERATING BUDGET AND FISCAL YEAR 2020-21 THROUGH 2025-26 CAPITAL IMPROVEMENT PROGRAM BUDGET

Recommendation:

Review and discuss the Recommended Budget and additional proposed adjustments to the budget based upon continued monitoring and analysis of the effects of the COVID-19 pandemic on the City finances.

Minutes Acceptance: Minutes of May 15, 2020 9:00 AM (CONSENT CALENDAR)

City Manager Christina Turner introduced the leadership team and facilitated the budget workshop.

The workshop recessed at 10:22 a.m.

The workshop reconvened at 10:30 a.m.

Deputy City Clerk Michelle Bigelow read comments from the chat window into the record.

Mayor Constantine opened the public comment at 11:54 a.m. The following people were called to speak:

Brian Sullivan

Paul Sperry

Jeff

Galaxy S10E

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

The workshop recessed for lunch at 12:31 p.m.

The workshop reconvened at 1:00 p.m.

Mayor Constantine opened the public comment at 1:01 p.m. The following people were called to speak:

Brian Sullivan

148

Rick

Nick Gaich

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

Mayor Constantine opened the public comment at 1:59 p.m. The following people were called to speak:

Paul Sperry

Brian Sullivan

Malisha Kumar

Doug Chloupek

Barmando3

Joe Baranowski

Ryan Leary

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

Mayor Constantine opened the public comment at 2:50 p.m.

Doug Chloupek was called to speak.

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

ADJOURNMENT

The Workshop was continued to the regular City Council Meeting on May 20, 2020. Mayor Constantine adjourned the workshop at 2:53 p.m.

MINUTES PREPARED BY:

Angie Gonzalez, Minutes Clerk

DRAFT



Meeting Minutes City Council

Rich Constantine - Mayor
Yvonne Martinez Beltran - Mayor Pro Tem
Larry Carr - Council Member
John McKay - Council Member
Rene Spring - Council Member

Wednesday, May 20, 2020 7:00 pm

Virtual Meeting

Link to join the meeting can be found below, Morgan Hill, CA 95037

AMENDED AGENDA

Please note that this agenda was amended to add a proclamation.

MEETING GUIDELINES

The City Council Meeting will be live-streamed on Channel 17 and on the City's website. Those members of the public wishing to participate remotely may do so via the electronic meeting at: <https://bit.ly/052020CityCouncilMtg> or by calling in to: (669) 900-9128, then enter the meeting id: 945 3961 4854.

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.

CALL TO ORDER

Mayor Constantine called the meeting to order at 7:02 p.m.

ROLL CALL ATTENDANCE

Minutes Clerk Angie Gonzalez called the roll

Attendee Name	Title	Status	Arrived
Rich Constantine	Mayor	Remote	
Yvonne Martinez Beltran	Mayor Pro Tem	Remote	

Larry Carr	Council Member	Remote	
John McKay	Council Member	Remote	
Rene Spring	Council Member	Remote	

DECLARATION OF POSTING AGENDA

Minutes Clerk Angie Gonzalez declared the posting of the agenda.

PROCLAMATIONS

PROCLAIMING THE WEEK OF MAY 17-23, 2020 AS PUBLIC WORKS WEEK

PROCLAIMING THE MONTH OF MAY 2020 AS EHLERS-DANLOS SYNDROME AND
HYPERMOBILITY SPECTRUM DISORDER
AWARENESS MONTH

PROCLAIMING THE MONTH OF MAY 2020 AS OLDER AMERICANS MONTH: MAKE YOUR
MARK

CITY MANAGER'S REPORT

City Manager Christina Turner announced that there is a COVID-19 testing site at Christopher High School in Gilroy, you can make an appointment by calling 1-888-634-1123. There is also another site in Morgan Hill at De Paul but not everyone can get tested there.

The Morgan Hill Technology Park Draft Environmental Impact Report (EIR) was released last Friday, May 15th. The EIR has been widely distributed to the community. Comments and communications should be referred to Adam Paszkowski in our Planning Department. He will be compiling all the comments we receive.

At tomorrow's Town Hall meeting we will be soliciting the public's input on ideas for business recovery. The Morgan Hill Chamber of Commerce hosted a similar meeting to solicit ideas and this is going to add to the ideas that they have shared.

The Town Hall meeting on Thursday, May 28, 2020 will focus on Monterey Road Complete Streets Improvements or Lane Reduction. The community was notified today. In addition, the Council will hear this item on June 3, 2020. Everyone is encouraged to share their thoughts and ideas. Comments should be directed to Chris Ghione or Maureen Tobin.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin stated that he will be providing a written report on some substantive issues. He mentioned that there will be a closed session at the end of tonight's meeting, normally we would come back and report out to the public remaining in the Council Chamber but because this is a Zoom meeting we won't be reporting back at the end. The purpose of the closed session is to ask direction on a real estate transaction and therefore there will be no reportable action.

OTHER REPORTS

Chief Palsgrove reported that law enforcement has arrested several burglars responsible for the uptick in commercial burglaries. Officers also believe they have stopped the person or persons responsible for setting off illegal fireworks through voluntary compliance as it has been two weeks since they have contacted some people of interest and the fireworks have stopped.

We are experiencing a 36% increase of criminal activity along Condit Road in connection with criminals staying in our hotels. That amounts to about 213 calls for service compared to 157 calls for service within a two-month period beginning March 17 to today's date. The Police Department attributes this to the Shelter in Place Order reducing the occupancy rate at hotels and the Zero Dollar Bail Order releasing

criminals after they are arrested and, in some cases, arrested multiple times. We do not have sporting events, construction workers, or other business guests staying at the hotels helping us to deter crime from happening there. The broken window theory is in full effect, where criminals are attracting criminals and increasing crime. We are being told that they are staying in our hotels because of the low price point compared to other hotels in other jurisdictions. Some of the increased calls for service are coming from a select few of the County's Homeless Shelter Placement Program. We are being told by the Hampton Inn that there are 52 occupants staying there and from our experience those causing the problems invite others to stay with them which increase the number of occupants and the calls for service. This is not reflective of the majority of the people staying there, only a select few. So, what are we doing? County Office of Emergency Services (OES) has been very responsive and are working with us. We have our street crimes detectives trying to address this problem through the hotel management meetings, high enforcement efforts, informant development, and documenting nuisance violations.

OTHER REPORTS- MAP

PUBLIC COMMENT

Mayor Constantine opened the public comment at 7:10 p.m. The following people were called to speak:

Joe Baranowski

Brian Faircloth

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

PUBLIC COMMENT SUPPLEMENTS

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	Larry Carr, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

CONSENT CALENDAR

MOTION:

Approving consent calendar items 1 through 4.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Yvonne Martinez Beltran, Mayor Pro Tem
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

1. APPROVE SECOND AMENDMENT TO THE AGREEMENT FOR COUNTYWIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION

Recommendation:

Authorize the City Manager to execute the Second Amendment to the Agreement for Countywide Household Hazardous Waste Collection.

2. APPROVE SIXTH AMENDMENT TO THE CENTENNIAL RECREATION CENTER (CRC) PARTNERSHIP AGREEMENT WITH THE YMCA OF SILICON VALLEY

Recommendation:

Authorize the City Manager to execute a sixth amendment to the Centennial Recreation Center Operating Agreement with the YMCA of Silicon Valley.

3. APPROVE PURCHASE AND IMPLEMENTATION OF UPGRADED DOCUMENT MANAGEMENT SOLUTION

Recommendation:

Authorize the City Manager to approve a purchase order and execute any related software subscription agreement, with ECS Imaging for the purchase and installation of an upgraded Laserfiche Avante document management system for \$80,987.

4. APPROVE THE MAY 6, 2020 MEETING MINUTES

Recommendation:

Approve Minutes.

OTHER BUSINESS

5. CITY MANAGER'S RECOMMENDED FISCAL YEAR 2020-21 AND 2021-22 OPERATING BUDGET AND FISCAL YEAR 2020-21 THROUGH 2025-26 CAPITAL IMPROVEMENT PROGRAM BUDGET

Recommendation:

Continue the review and discussion from the May 15, 2020 Budget Workshop on the Recommended Budget and additional proposed adjustments to the budget based upon continued monitoring and analysis of the effects of the COVID-19 pandemic on the City finances.

City Manager Christina Turner and Public Services Director Chris Ghione gave a presentation and answered questions.

Mayor Constantine opened the public comment at 8:56 p.m. The following people were called to speak:

Liam Downey
Brian Faircloth
Joe Baranowski
Deborah Vick

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

Meeting recessed at 9:07 p.m.

Meeting reconvened at 9:15 p.m.

RESULT:	REVIEWED
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6. REVIEW ECONOMIC DEVELOPMENT BUSINESS RECOVERY PLAN

Recommendation:

Review and provide direction on the Economic Development Business Recovery Work Program.

Minutes Acceptance: Minutes of May 20, 2020 7:00 PM (CONSENT CALENDAR)

City Manager Christina Turner and Economic Development Director Edith Ramirez gave a presentation and answered questions.

Mayor Constantine opened the public comment at 11:13 p.m. The following people were called to speak:

Liam Downey
 Brian Faircloth
 Marby Lee
 Joe Baranowski
 Juan Miguel
 Dixie Divine
 Doug Chloupek

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

RESULT:	DIRECTION PROVIDED TO STAFF
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MOTION:

Extending the meeting to 11:30 p.m.

RESULT:	EXTENDED [UNANIMOUS]
MOVER:	Yvonne Martinez Beltran, Mayor Pro Tem
SECONDER:	Rene Spring, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

MOTION:

Extending the meeting to midnight.

RESULT:	EXTENDED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	John McKay, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

MOTION:

Extending the meeting to 12:30 a.m.

RESULT:	EXTENDED [UNANIMOUS]
MOVER:	John McKay, Council Member
SECONDER:	Yvonne Martinez Beltran, Mayor Pro Tem
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Martinez Beltran asked that staff evaluate traffic impacts from the Hale Avenue Extension. She also asked that staff provide suggestions to County for re-opening plan for Morgan Hill.

CLOSED SESSION

City Attorney Donald Larkin read the closed session into the record.

OPPORTUNITY FOR PUBLIC COMMENT

Mayor Constantine opened the public comment at 12:16 a.m.

Hearing no requests to speak, the public comment was closed.

ADJOURN TO CLOSED SESSION**CONFERENCE WITH REAL PROPERTY NEGOTIATORS**

Property: 17000 Monterey Road

Agency Negotiators: Christina Turner, Chris Ghione

Negotiating Parties: Gavilan Community College District, City of Morgan Hill

Under Negotiation: Price and Terms of Payment for Lease

CLOSED SESSION ANNOUNCEMENT

None.

ADJOURNMENT

There being no further business, Mayor Constantine adjourned the meeting at 12:36 a.m.

MINUTES PREPARED BY:

Angie Gonzalez, Minutes Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Judy Viegas, Financial & Policy Analyst
APPROVED BY: City Manager

APPROVE RESOLUTION ORDERING ANNUAL ASSESSMENTS AND RELATED ACTIONS FOR CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1 (DISTRICT)

RECOMMENDATION(S)

1. Open and close the Public Hearing; and
2. Adopt resolution confirming Fiscal Year (FY) 2020-21 annual assessments and ordering the levy of assessments for the District.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Infrastructure

2020-2021 Strategic Priorities

Financial Sustainability

REPORT NARRATIVE:

The City of Morgan Hill Landscape Assessment District No. 1 (District) was created to pay for the maintenance of the parks and common landscaping in neighborhoods benefiting from the open space within the District. The purpose of this item is to:

- A) Provide an opportunity for public input;
- B) Confirm the FY 2020-21 Assessments; and
- C) Order the levy of the Assessments.

Per California Streets and Highways Code Sections 22623 to 22631, the Annual Report (Attachment 1) is required to set the annual assessments in the District. In addition to approving the report on May 6, 2020, the Council declared its intent to levy assessments in the District and established June 3, 2020 as the date of the official public hearing.

COMMUNITY ENGAGEMENT: Inform

Ongoing resident outreach is occurring in several of the subareas and City staff are striving to increase the resident outreach. Some areas have more active homeowners' groups that work with City staff in planning maintenance projects for their subareas, while residents of other subareas are less engaged. In recent years, City staff have successfully outreached to several areas, and in 2020 were successful in working with the Mill Creek subarea to increase that assessment rate. Although outreach with residents is typically positive, not all residents are satisfied with the service being provided within their subarea. This dissatisfaction is often due to the limitations of funding available to the subarea without the associated increase in assessments levied.

Staff is not proposing increases or decreases to assessments at this time, so no direct mailing has occurred. Staff will be engaging several areas via direct mail and targeted outreach in the coming year to attempt to address declining reserve levels within specific subareas.

ALTERNATIVE ACTIONS:

There is no other practical alternative action. The City Council could choose to provide staff with further direction on management of the District.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In 1991, the City Council, under the Landscaping and Lighting Act of 1972, created the Fox Hollow/Murphy Springs Landscape Assessment District, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1.

On May 6, 2020, the City Council initiated the annual assessment process and approved the Engineer's Annual Report, for FY 2020-21.

FISCAL AND RESOURCE IMPACT:

The cost for preparation of the Engineer's Annual Report will be paid for by the Assessment District. It is anticipated that the District will generate \$188,552 in revenues in Fiscal Year 2020-21. Expenses are budgeted at \$171,733 meaning that overall, the District's reserves are projected to be increased by \$16,819 in the upcoming fiscal year. Providing administrative oversight to the District is a core activity of the Community Services Department's work program.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of the sub-areas within the lighting and landscape assessment district fall within the CEQA categorical exemption of Class 1, Existing Facilities.

LINKS/ATTACHMENTS:

1. Engineer's Report - FY 2020-21
2. Resolution

CITY OF MORGAN HILL

Fiscal Year 2020/21 Engineer's Report For:

Landscape Assessment District No. 1

May 2020

CITY OF MORGAN HILL
17575 Peak Avenue
Morgan Hill, CA 95037-4128
Phone: (408) 779-7271
Fax: (408) 778-1564

CITY COUNCIL

Rich Constantine, Mayor

Yvonne Martinez Beltran, Mayor Pro Tem

Larry Carr, Council Member

John K. McKay, Council Member

Rene Spring, Council Member

CITY STAFF

Christina Turner, City Manager

Chris Ghione, Public Services Director

Keri Russell, Maintenance Coordinator

Judy Viegas, Financial & Policy Analyst

NBS

Greg Davidson, Client Service Director

Kristin Harvey, Senior Consultant

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1. ENGINEER'S LETTER

WHEREAS, the City Council of the City of Morgan Hill (the "City"), State of California, directed NBS to prepare and file a report, in accordance with Chapter 1, Article 4 of the Landscaping and Lighting Act of 1972 (the "Act"), presenting the plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations and servicing of the improvements for the City's Landscape Assessment District No. 1 (the "District") for Fiscal Year 2020/21. The report includes a diagram for the District, showing the area and properties proposed to be assessed, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, and the net amount upon all assessable lots and/or parcels within the District in proportion to the special benefit received and;

WHEREAS, the assessment for each parcel is in compliance with the Proposition 218 Omnibus Implementation Act and Section 4 of Article XIII D of the California Constitution. The proposed assessments are not proposed to increase by more than the approved maximum allowable increases.

NOW THEREFORE, assessments have been levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation, and are made to cover the portion of the estimated costs of maintenance, operation, and servicing of the improvements, to be paid by the assessable real property within the District in proportion to the special benefit received:

Zone	Units	2020/21 Maximum Assessment Rate	2020/21 Actual Assessment Rate	Total Assessment ⁽¹⁾
Belle Estates	36	\$502.22	\$320.00	\$11,520.00
Chang/Bertelone	8	1,215.00	550.00	4,400.00
Conte Gardens	11	477.82	365.00	4,015.00
Diana Estates	64	139.39	139.39	8,920.96
Fox Hollow ⁽²⁾	75	219.82	173.53	13,014.75
Hamilton Square	38	425.54	325.00	12,350.00
Jackson Meadows #6	70	108.10	108.00	7,560.00
Jackson Meadows #7	10	314.58	100.00	1,000.00
La Grande Estates	32	88.00	88.00	2,816.00
Lacrosse/Gera	24	142.99	50.00	1,200.00
Llagas Creek ⁽²⁾	71	296.01	233.67	16,590.57
Llagas/Obata	5	629.16	400.00	2,000.00
Mill Creek ^(2,4)	84	285.00	285.00	23,940.00
Oak Creek I, II, III	119	453.82	350.00	41,650.00
Parsons Corner ⁽³⁾	NOT APPLICABLE			
Rose Haven	27	488.47	400.00	10,800.00
Sandalwood ⁽⁴⁾	11	450.00	450.00	4,950.00
Sparhawk ⁽²⁾	18	315.20	248.82	4,478.76
Stone Creek ⁽²⁾	35	492.08	388.46	13,596.10
Sunnyside/Stonegate ⁽²⁾	10	721.15	375.00	3,750.00
Totals	748			\$188,552.14

(1) Actual amount placed on secured tax roll may be less due to Santa Clara County submittal requirements. Amounts placed on the tax roll must be rounded down to an even number.

(2) Maximum Assessment Rate increases by 3% annually.

(3) Detachment of Parsons Corner Zone was approved in April 2019.

(4) Includes increased rate approved by property owners.

2. OVERVIEW

2.1 Introduction

In 1991, the City Council created the Fox Hollow/Murphy Springs Landscape Assessment District, under the Act, and in 2010 chose to rename it to the City of Morgan Hill Landscape Assessment District No. 1. The District was formed in order to provide for the continued maintenance, operation, and administration of various improvements within the boundaries of the District. Following the initial formation, additional territory was annexed to the District as separate Zones. Currently, the District is comprised of 19 Zones (which decreased from 20 as a result of property owners within Parsons Corner electing to detach from the District).

The District provides for and ensures the continued maintenance, servicing, administration, and operation of various landscaping improvements and associated appurtenances located within the public right-of-way and dedicated easements within the boundaries of the District.

2.2 Description of Boundaries

Exhibits from the Engineer's Report at the formation of the District define the boundaries and maintenance areas of each Zone within the District. These exhibits are on file and available for review at the office of the City Engineer and, in conjunction with the County of Santa Clara (the "County") Assessor's maps of the areas annexed, comprise the assessment diagrams for the respective annexations. The Assessor's maps are on file in the office of the County Assessor and are, by reference, made a part of this Report.

2.3 Description of Improvements and Services

The improvements include the construction, operation, maintenance, and servicing of landscaping and appurtenant facilities; including, but not limited to, personnel, electrical energy, utilities such as water and gas, materials, contracting services, and other items necessary for the satisfactory operation of the following services:

"Landscape improvements provided within the District may include, but are not limited to: ground cover, shrubs, plants and trees, irrigation and drainage systems, graffiti removal, entry monuments, and associated appurtenant facilities. Services provided include all necessary service, operations, administration, and maintenance required to keep the above mentioned improvements in a healthy, vigorous, and satisfactory condition."

Reference is made to the Plans and Specifications for the improvements, which is on file with the City.

3. ESTIMATE OF COSTS

3.1 Definitions of Budget Items

The following definitions describe some of the services and costs that may be included in the Zone Budgets:

Direct Expenses

Maintenance: Includes all regularly scheduled labor, material (i.e. pipe, fertilizer, insecticides, paint, etc.) and equipment required to properly maintain and ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

Extra Contract Costs: Includes all labor, equipment, and material costs associated with unscheduled repairs and improvements needed to ensure the satisfactory condition of all landscaping, irrigation and drainage systems, and appurtenant facilities.

Water/Sewer: Includes the furnishing of water required for the operation and maintenance of the landscaping facilities.

Electricity Costs: Includes the furnishing of electricity required for irrigation systems for the operation and maintenance of the landscaping facilities.

Other Supplies: Includes costs that are generally unforeseen and not normally included in the yearly maintenance contract costs. This may include repair of damaged amenities due to vandalism, storms, heavy frost, etc. Also included may be planned upgrades that provide a direct benefit to the District. These upgrades could include replacing plant materials and/or renovation of irrigation systems.

Administrative Expenses

Salaries: Includes the cost to particular departments and staff of the City to provide the coordination of District services, operations, and maintenance of the improvements, response to public concerns and education, and procedures associated with the levy and collection of assessments.

Postage/Advertising: Includes the cost of providing any mailed notice to the property owners and publishing and posting the Resolution of Intention as required by the Act.

Internal Services: Includes overhead costs allocated to the District for various City staff services.

Administrative/Engineering Contract: Includes the costs associated with contracting with professionals to provide services specific to the administration of the levy.

Contingency/Capital Replacement Fund Balance (Reduction)/Reserve

Positive amounts are collected for various reasons that include, but are not limited to, any or all of the following:

- To maintain reserves which enable the City to pay for costs associated with the District during the first six months of the fiscal year,

Contingency/Capital Replacement Fund Balance (Reduction)/Reserve (continued)

- To reduce the current fund balance deficit (if any) that exists as of the beginning of the fiscal year, and
- To plan for the replacement of capital improvements in the future.

3.2 Zone Budgets

The estimated costs of servicing, maintaining, repairing, and replacing the actual improvements for each Zone for Fiscal Year 2020/21 are shown on the following pages.

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone

	<u>Belle Estates</u>
DIRECT EXPENSES	
Maintenance	\$3,640.80
Extra Contract Costs	1,000.00
Water/Sewer	2,600.00
Electricity Costs	0.00
Other Supplies	525.00
Subtotal Direct Expenses	<u>\$7,765.80</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$958.56
Postage/Advertising	10.03
Internal Services	714.52
Administrative/Engineering Contract	354.62
Subtotal Administrative Expenses	<u>\$2,037.73</u>
SUBTOTAL ZONE COST	\$9,803.53
Fund Balance (Reduction)/Reserve	1,716.47
TOTAL BALANCE TO LEVY	<u>\$11,520.00</u>
Number of Assessable Units	36
Assessment Rate per Unit	\$320.00
Estimated Beginning Fund Balance July 1, 2020	\$11,968.59
Fund Balance Change	<u>1,716.47</u>
Estimated Ending Fund Balance June 30, 2021	\$13,685.07

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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone

	<u>Chang / Bertelone</u>
DIRECT EXPENSES	
Maintenance	\$2,091.00
Extra Contract Costs	0.00
Water/Sewer	1,000.00
Electricity Costs	0.00
Other Supplies	400.00
Subtotal Direct Expenses	\$3,491.00
ADMINISTRATIVE EXPENSES	
Salaries	\$213.01
Postage/Advertising	2.23
Internal Services	158.78
Administrative/Engineering Contract	78.80
Subtotal Administrative Expenses	\$452.83
SUBTOTAL ZONE COST	\$3,943.83
Fund Balance (Reduction)/Reserve	456.17
TOTAL BALANCE TO LEVY	\$4,400.00
Number of Assessable Units	8
Assessment Rate per Unit	\$550.00
Estimated Beginning Fund Balance July 1, 2020	\$9,000.32
Fund Balance Change	456.17
Estimated Ending Fund Balance June 30, 2021	\$9,456.49

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	<u>Conte Gardens</u>
DIRECT EXPENSES	
Maintenance	\$0.00
Extra Contract Costs	1,000.00
Water/Sewer	1,500.00
Electricity Costs	200.00
Other Supplies	500.00
Subtotal Direct Expenses	<u>\$3,200.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$292.89
Postage/Advertising	3.06
Internal Services	218.33
Administrative/Engineering Contract	108.36
Subtotal Administrative Expenses	<u>\$622.64</u>
SUBTOTAL ZONE COST	\$3,822.64
Fund Balance (Reduction)/Reserve	192.36
TOTAL BALANCE TO LEVY	<u>\$4,015.00</u>
Number of Assessable Units	11
Assessment Rate per Unit	\$365.00
Estimated Beginning Fund Balance July 1, 2020	\$11,099.06
Fund Balance Change	<u>192.36</u>
Estimated Ending Fund Balance June 30, 2021	\$11,291.42

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	<u>Diana Estates</u>
DIRECT EXPENSES	
Maintenance	\$3,628.50
Extra Contract Costs	500.00
Water/Sewer	800.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$4,928.50</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,704.10
Postage/Advertising	17.83
Internal Services	1,270.26
Administrative/Engineering Contract	630.43
Subtotal Administrative Expenses	<u>\$3,622.63</u>
SUBTOTAL ZONE COST	\$8,551.13
Fund Balance (Reduction)/Reserve	369.83
TOTAL BALANCE TO LEVY	<u>\$8,920.96</u>
Number of Assessable Units	64
Assessment Rate per Unit	\$139.39
Estimated Beginning Fund Balance July 1, 2020	\$6,791.09
Fund Balance Change	<u>369.83</u>
Estimated Ending Fund Balance June 30, 2021	\$7,160.92

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	<u>Fox Hollow</u>
DIRECT EXPENSES	
Maintenance	\$2,091.00
Extra Contract Costs	2,500.00
Water/Sewer	2,150.00
Electricity Costs	0.00
Other Supplies	500.00
Subtotal Direct Expenses	<u>\$7,241.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,997.00
Postage/Advertising	20.89
Internal Services	1,488.59
Administrative/Engineering Contract	738.79
Subtotal Administrative Expenses	<u>\$4,245.26</u>
SUBTOTAL ZONE COST	\$11,486.26
Fund Balance (Reduction)/Reserve	1,528.49
TOTAL BALANCE TO LEVY	<u>\$13,014.75</u>
Number of Assessable Units	75
Assessment Rate per Unit	\$173.53
Estimated Beginning Fund Balance July 1, 2020	\$17,347.24
Fund Balance Change	<u>1,528.49</u>
Estimated Ending Fund Balance June 30, 2021	\$18,875.72

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	<u>Hamilton Square</u>
DIRECT EXPENSES	
Maintenance	\$9,292.35
Extra Contract Costs	0.00
Water/Sewer	4,268.00
Electricity Costs	265.00
Other Supplies	1,000.00
Subtotal Direct Expenses	<u>\$14,825.35</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$1,011.81
Postage/Advertising	10.58
Internal Services	754.22
Administrative/Engineering Contract	374.32
Subtotal Administrative Expenses	<u>\$2,150.93</u>
SUBTOTAL ZONE COST	\$16,976.28
Fund Balance (Reduction)/Reserve	(4,626.28)
TOTAL BALANCE TO LEVY	<u>\$12,350.00</u>
Number of Assessable Units	38
Assessment Rate per Unit	\$325.00
Estimated Beginning Fund Balance July 1, 2020	\$21,234.04
Fund Balance Change	<u>(4,626.28)</u>
Estimated Ending Fund Balance June 30, 2021	\$16,607.75

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	Jackson Meadows #6
DIRECT EXPENSES	
Maintenance	\$1,729.23
Extra Contract Costs	0.00
Water/Sewer	400.00
Electricity Costs	380.00
Other Supplies	0.00
Subtotal Direct Expenses	\$2,509.23
ADMINISTRATIVE EXPENSES	
Salaries	\$1,863.86
Postage/Advertising	19.50
Internal Services	1,389.35
Administrative/Engineering Contract	689.54
Subtotal Administrative Expenses	\$3,962.25
SUBTOTAL ZONE COST	\$6,471.48
Fund Balance (Reduction)/Reserve	1,088.52
TOTAL BALANCE TO LEVY	\$7,560.00
Number of Assessable Units	70
Assessment Rate per Unit	\$108.00
Estimated Beginning Fund Balance July 1, 2020	(\$508.70)
Fund Balance Change	1,088.52
Estimated Ending Fund Balance June 30, 2021	\$579.81

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	Jackson Meadows #7
DIRECT EXPENSES	
Maintenance	\$0.00
Extra Contract Costs	500.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$500.00
ADMINISTRATIVE EXPENSES	
Salaries	\$266.27
Postage/Advertising	2.79
Internal Services	198.48
Administrative/Engineering Contract	98.51
Subtotal Administrative Expenses	\$566.04
SUBTOTAL ZONE COST	\$1,066.04
Fund Balance (Reduction)/Reserve	(66.04)
TOTAL BALANCE TO LEVY	\$1,000.00
Number of Assessable Units	10
Assessment Rate per Unit	\$100.00
Estimated Beginning Fund Balance July 1, 2020	\$4,892.78
Fund Balance Change	(66.04)
Estimated Ending Fund Balance June 30, 2021	\$4,826.74

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	<u>La Grande Estates</u>
DIRECT EXPENSES	
Maintenance	\$0.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$0.00</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$852.05
Postage/Advertising	8.91
Internal Services	635.13
Administrative/Engineering Contract	315.22
Subtotal Administrative Expenses	<u>\$1,811.31</u>
SUBTOTAL ZONE COST	\$1,811.31
Fund Balance (Reduction)/Reserve	1,004.69
TOTAL BALANCE TO LEVY	<u>\$2,816.00</u>
Number of Assessable Units	32
Assessment Rate per Unit	\$88.00
Estimated Beginning Fund Balance July 1, 2020	(\$10,194.56)
Fund Balance Change	<u>1,004.69</u>
Estimated Ending Fund Balance June 30, 2021	(\$9,189.87)

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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone

	<u>Lacrosse/Gera</u>
DIRECT EXPENSES	
Maintenance	\$0.00
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$0.00
ADMINISTRATIVE EXPENSES	
Salaries	\$319.52
Postage/Advertising	3.34
Internal Services	238.17
Administrative/Engineering Contract	118.21
Subtotal Administrative Expenses	\$679.24
SUBTOTAL ZONE COST	\$679.24
Fund Balance (Reduction)/Reserve	520.76
TOTAL BALANCE TO LEVY	\$1,200.00
Number of Assessable Units	24
Assessment Rate per Unit	\$50.00
Estimated Beginning Fund Balance July 1, 2020	\$1,758.42
Fund Balance Change	520.76
Estimated Ending Fund Balance June 30, 2021	\$2,279.18

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	<u>Llagas Creek</u>
DIRECT EXPENSES	
Maintenance	\$5,842.50
Extra Contract Costs	2,000.00
Water/Sewer	3,500.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$11,342.50
ADMINISTRATIVE EXPENSES	
Salaries	\$1,890.49
Postage/Advertising	19.78
Internal Services	1,409.20
Administrative/Engineering Contract	699.39
Subtotal Administrative Expenses	\$4,018.85
SUBTOTAL ZONE COST	\$15,361.35
Fund Balance (Reduction)/Reserve	1,229.22
TOTAL BALANCE TO LEVY	\$16,590.57
Number of Assessable Units	71
Assessment Rate per Unit	\$233.67
Estimated Beginning Fund Balance July 1, 2020	\$7,219.38
Fund Balance Change	1,229.22
Estimated Ending Fund Balance June 30, 2021	\$8,448.60

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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone

	<u>Llagas/Obata</u>
DIRECT EXPENSES	
Maintenance	\$1,230.00
Extra Contract Costs	0.00
Water/Sewer	300.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$1,530.00
ADMINISTRATIVE EXPENSES	
Salaries	\$133.13
Postage/Advertising	1.39
Internal Services	99.24
Administrative/Engineering Contract	49.25
Subtotal Administrative Expenses	\$283.02
SUBTOTAL ZONE COST	\$1,813.02
Fund Balance (Reduction)/Reserve	186.98
TOTAL BALANCE TO LEVY	\$2,000.00
Number of Assessable Units	5
Assessment Rate per Unit	\$400.00
Estimated Beginning Fund Balance July 1, 2020	\$209.71
Fund Balance Change	186.98
Estimated Ending Fund Balance June 30, 2021	\$396.69

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	Mill Creek
DIRECT EXPENSES	
Maintenance	\$9,292.35
Extra Contract Costs	500.00
Water/Sewer	3,000.00
Electricity Costs	200.00
Other Supplies	750.00
Subtotal Direct Expenses	\$13,742.35
ADMINISTRATIVE EXPENSES	
Salaries	\$2,236.64
Postage/Advertising	23.40
Internal Services	1,667.22
Administrative/Engineering Contract	827.45
Subtotal Administrative Expenses	\$4,754.70
SUBTOTAL ZONE COST	\$18,497.04
Fund Balance (Reduction)/Reserve	5,442.96
TOTAL BALANCE TO LEVY	\$23,940.00
Number of Assessable Units	84
Assessment Rate per Unit	\$285.00
Estimated Beginning Fund Balance July 1, 2020	(\$365.99)
Fund Balance Change	5,442.96
Estimated Ending Fund Balance June 30, 2021	\$5,076.97

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	<u>Oak Creek I, II, III</u>
DIRECT EXPENSES	
Maintenance	\$14,867.76
Extra Contract Costs	2,000.00
Water/Sewer	10,000.00
Electricity Costs	3,650.00
Other Supplies	3,000.00
Subtotal Direct Expenses	<u>\$33,517.76</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$3,168.57
Postage/Advertising	33.15
Internal Services	2,361.89
Administrative/Engineering Contract	1,172.21
Subtotal Administrative Expenses	<u>\$6,735.82</u>
SUBTOTAL ZONE COST	\$40,253.58
Fund Balance (Reduction)/Reserve	1,396.42
TOTAL BALANCE TO LEVY	<u>\$41,650.00</u>
Number of Assessable Units	119
Assessment Rate per Unit	\$350.00
Estimated Beginning Fund Balance July 1, 2020	\$31,508.84
Fund Balance Change	<u>1,396.42</u>
Estimated Ending Fund Balance June 30, 2021	\$32,905.27

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	<u>Rose Haven</u>
DIRECT EXPENSES	
Maintenance	\$7,433.88
Extra Contract Costs	500.00
Water/Sewer	1,500.00
Electricity Costs	215.00
Other Supplies	525.00
Subtotal Direct Expenses	<u>\$10,173.88</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$718.92
Postage/Advertising	7.52
Internal Services	535.89
Administrative/Engineering Contract	265.96
Subtotal Administrative Expenses	<u>\$1,528.30</u>
SUBTOTAL ZONE COST	\$11,702.17
Fund Balance (Reduction)/Reserve	(902.17)
TOTAL BALANCE TO LEVY	<u>\$10,800.00</u>
Number of Assessable Units	27
Assessment Rate per Unit	\$400.00
Estimated Beginning Fund Balance July 1, 2020	\$20,372.73
Fund Balance Change	<u>(902.17)</u>
Estimated Ending Fund Balance June 30, 2021	\$19,470.56

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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone

	<u>Sandalwood</u>
DIRECT EXPENSES	
Maintenance	\$307.50
Extra Contract Costs	0.00
Water/Sewer	0.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$307.50</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$292.89
Postage/Advertising	3.06
Internal Services	218.33
Administrative/Engineering Contract	108.36
Subtotal Administrative Expenses	<u>\$622.64</u>
SUBTOTAL ZONE COST	\$930.14
 Fund Balance (Reduction)/Reserve	 4,019.86
TOTAL BALANCE TO LEVY	<u>\$4,950.00</u>
 Number of Assessable Units	 11
 Assessment Rate per Unit	 \$450.00
 Estimated Beginning Fund Balance July 1, 2020	 \$1,031.07
Fund Balance Change	4,019.86
Estimated Ending Fund Balance June 30, 2021	<u>\$5,050.93</u>

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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone

	Sparhawk
DIRECT EXPENSES	
Maintenance	\$2,091.00
Extra Contract Costs	100.00
Water/Sewer	1,750.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	\$3,941.00
ADMINISTRATIVE EXPENSES	
Salaries	\$479.28
Postage/Advertising	5.01
Internal Services	357.26
Administrative/Engineering Contract	177.31
Subtotal Administrative Expenses	\$1,018.86
SUBTOTAL ZONE COST	\$4,959.86
Fund Balance (Reduction)/Reserve	(481.10)
TOTAL BALANCE TO LEVY	\$4,478.76
Number of Assessable Units	18
Assessment Rate per Unit	\$248.82
Estimated Beginning Fund Balance July 1, 2020	\$2,384.01
Fund Balance Change	(481.10)
Estimated Ending Fund Balance June 30, 2021	\$1,902.91

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	<u>Stone Creek</u>
DIRECT EXPENSES	
Maintenance	\$5,627.25
Extra Contract Costs	0.00
Water/Sewer	3,000.00
Electricity Costs	0.00
Other Supplies	0.00
Subtotal Direct Expenses	<u>\$8,627.25</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$931.93
Postage/Advertising	9.75
Internal Services	694.67
Administrative/Engineering Contract	344.77
Subtotal Administrative Expenses	<u>\$1,981.12</u>
SUBTOTAL ZONE COST	\$10,608.37
 Fund Balance (Reduction)/Reserve	 2,987.73
TOTAL BALANCE TO LEVY	<u>\$13,596.10</u>
 Number of Assessable Units	 35
 Assessment Rate per Unit	 \$388.46
 Estimated Beginning Fund Balance July 1, 2020	 \$1,400.58
Fund Balance Change	<u>2,987.73</u>
Estimated Ending Fund Balance June 30, 2021	\$4,388.31

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)



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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone

	<u>Sunnyside / Stone Gate</u>
DIRECT EXPENSES	
Maintenance	\$929.23
Extra Contract Costs	500.00
Water/Sewer	500.00
Electricity Costs	0.00
Other Supplies	500.00
Subtotal Direct Expenses	<u>\$2,429.23</u>
ADMINISTRATIVE EXPENSES	
Salaries	\$266.27
Postage/Advertising	2.79
Internal Services	198.48
Administrative/Engineering Contract	98.51
Subtotal Administrative Expenses	<u>\$566.04</u>
SUBTOTAL ZONE COST	\$2,995.27
Fund Balance (Reduction)/Reserve	754.73
TOTAL BALANCE TO LEVY	<u>\$3,750.00</u>
Number of Assessable Units	10
Assessment Rate per Unit	\$375.00
Estimated Beginning Fund Balance July 1, 2020	\$11,267.26
Fund Balance Change	<u>754.73</u>
Estimated Ending Fund Balance June 30, 2021	\$12,021.99

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)



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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21 Budget by Zone**

	<u>Total of all Zones</u>
DIRECT EXPENSES	
Maintenance	\$70,094.35
Extra Contract Costs	11,100.00
Water/Sewer	36,268.00
Electricity Costs	4,910.00
Other Supplies	7,700.00
Subtotal Direct Expenses	\$130,072.35
ADMINISTRATIVE EXPENSES	
Salaries	\$19,597.20
Postage/Advertising	205.00
Internal Services	14,608.00
Administrative/Engineering Contract	7,250.00
Subtotal Administrative Expenses	\$41,660.20
SUBTOTAL ZONE COST	\$171,732.55
Fund Balance (Reduction)/Reserve	16,819.59
TOTAL BALANCE TO LEVY	\$188,552.14
Number of Assessable Units	748
Assessment Rate per Unit	N/A
Estimated Beginning Fund Balance July 1, 2020	\$148,415.88
Fund Balance Change	16,819.59
Estimated Ending Fund Balance June 30, 2021	\$165,235.47

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)



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4. ASSESSMENTS

The amount of the actual assessment for the Fiscal Year 2020/21 apportioned to each parcel, as shown on the latest equalized roll at the County Assessor's office, is listed in Section 6 of this Report. The description of each lot or parcel is part of the records of the County Assessor and such records are, by reference, made part of this Report.

4.1 Method of Apportionment

The assessments are levied in accordance with the assessment methodology adopted and approved by the City Council at the time of District formation.

Pursuant to the Act and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relation to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Several Zones have been annexed into the District and it has been determined that by reason of variations in the nature, location, and extent of the improvements, those areas will receive differing degrees of benefit from the improvements.

Within the Zones, each parcel is allocated a number of units, where each such unit is deemed to receive the same proportional special benefit from the maintenance and operation of the improvements within that Zone. The typical parcel, with a single-family residential use, will have one unit assigned. If the use or nature of a parcel confers special benefit in a greater or lesser degree than that typical use, that parcel may have greater than or less than one unit assigned

4.2 Belle Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$502.22 per unit. There is currently no inflator associated with the Belle Estates Zone assessments.

There are currently 36 parcels within this Zone, and the total Zone costs are spread to each of the 36 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$11,520.00
Total Units	36
Fiscal Year 2020/21 Actual Assessment Per Unit	\$320.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$502.22

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$320.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$320.00
Change in the Actual Assessment Rate	\$0.00

4.3 Chang/Bertelone Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$1,215.00 per unit. There is currently no inflator associated with the Chang/Bertelone Zone assessments.

There are currently eight parcels within this Zone, and the total Zone costs are spread to each of the eight units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$4,400.00
Total Units	8
Fiscal Year 2020/21 Actual Assessment Per Unit	\$550.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$1,215.00

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$550.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$550.00
Change in the Actual Assessment Rate	\$0.00

4.4 Conte Gardens Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$477.82 per unit. There is currently no inflator associated with the Conte Gardens Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$4,015.00
Total Units	11
Fiscal Year 2020/21 Actual Assessment Per Unit	\$365.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$477.82

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$365.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$365.00
Change in the Actual Assessment Rate	\$0.00

4.5 Diana Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$139.39 per unit. There is currently no inflator associated with the Diana Estates Zone assessments.

There are currently 64 parcels within this Zone, and the total Zone costs are spread to each of the 64 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$8,920.96
Total Units	64
Fiscal Year 2020/21 Actual Assessment Per Unit ⁽¹⁾	\$139.39
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$139.39

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$139.39
Fiscal Year 2020/21 Actual Assessment Per Unit	\$139.39
Change in the Actual Assessment Rate	\$0.00

4.6 Fox Hollow/Murphy Springs Zone

The assessment rate originally approved at the time of District formation was \$106.15 per unit. In July 2005 the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 75 parcels within this Zone, and the total Zone costs are spread to each of the 75 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$13,014.75
Total Units	75
Fiscal Year 2020/21 Actual Assessment Per Unit ⁽¹⁾	\$173.53
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$219.82

(1) May be rounded down to even cents per parcel for County Tax Roll purposes.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$173.53
Fiscal Year 2020/21 Actual Assessment Per Unit	\$173.53
Change in the Actual Assessment Rate	\$0.00

4.7 Hamilton Square Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$425.54 per unit. There is currently no inflator associated with the Hamilton Square Zone assessments.

There are currently 38 parcels within this Zone, and the total Zone costs are spread to each of the 38 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$12,350.00
Total Units	38
Fiscal Year 2020/21 Actual Assessment Per Unit	\$325.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$425.54

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$325.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$325.00
Change in the Actual Assessment Rate	\$0.00

4.8 Jackson Meadows 6A/6B Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$108.10 per unit. There is currently no inflator associated with the Jackson Meadows 6A/6B Zone assessments.

There are currently 70 parcels within this Zone, and the total Zone costs are spread to each of the 70 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$7,560.00
Total Units	70
Fiscal Year 2020/21 Actual Assessment Per Unit	\$108.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$108.10

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$108.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$108.00
Change in the Actual Assessment Rate	\$0.00

4.9 Jackson Meadows Number 7 Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$314.58 per unit. There is currently no inflator associated with the Jackson Meadows Number 7 Zone assessments.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$1,000.00
Total Units	10
Fiscal Year 2020/21 Actual Assessment Per Unit	\$100.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$314.58

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$100.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$100.00
Change in the Actual Assessment Rate	\$0.00

4.10 La Grande Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$88.00 per unit. There is currently no inflator associated with the La Grande Estates Zone assessments.

There are currently 32 parcels within this Zone, and the total Zone costs are spread to each of the 32 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$2,816.00
Total Units	32
Fiscal Year 2020/21 Actual Assessment Per Unit	\$88.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$88.00

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$88.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$88.00
Change in the Actual Assessment Rate	\$0.00

4.11 Lacrosse/Gera Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$142.99 per unit. There is currently no inflator associated with the Lacrosse/Gera Zone assessments.

There are currently 24 parcels within this Zone, and the total Zone costs are spread to each of the 24 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$1,200.00
Total Units	24
Fiscal Year 2020/21 Actual Assessment Per Unit	\$50.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$142.99

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$50.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$50.00
Change in the Actual Assessment Rate	\$0.00

4.12 Llagas Creek Estates Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$140.84 per unit. In July 2005 the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 71 parcels within this Zone, and the total Zone costs are spread to each of the 71 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$16,590.57
Total Units	71
Fiscal Year 2020/21 Actual Assessment Per Unit	\$233.67
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$296.01

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$233.67
Fiscal Year 2020/21 Actual Assessment Per Unit	\$233.67
Change in the Actual Assessment Rate	\$0.00

4.13 Llagas/Obata Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$629.16 per unit. There is currently no inflator associated with the Llagas/Obata Zone assessments.

There are currently five parcels within this Zone, and the total Zone costs are spread to each of the five units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$2,000.00
Total Units	5
Fiscal Year 2020/21 Actual Assessment Per Unit	\$400.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$629.16

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$400.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$400.00
Change in the Actual Assessment Rate	\$0.00

4.14 Mill Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$186.82 per unit. In February 2020, property owners approved the assessment rate increase to \$285.00 per unit and an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. The rate increase takes effect in Fiscal Year 2020/21 and the 3% inflator takes effect in Fiscal Year 2021/22.

There are currently 84 parcels within this Zone, and the total Zone costs are spread to each of the 84 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$23,940.00
Total Units	84
Fiscal Year 2020/21 Actual Assessment Per Unit	\$285.00
Fiscal Year 2020/21 Maximum Assessment Per Unit ⁽¹⁾	\$285.00

(1) Assessment Rate increase approved by property owners in February 2020.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$186.82
Fiscal Year 2020/21 Actual Assessment Per Unit	\$285.00
Change in the Actual Assessment Rate	\$98.18

4.15 Oak Creek I, II, III

The assessment rate originally approved at the time of annexing this Zone into the District was \$453.82 per unit. There is currently no inflator associated with the Oak Creek I, II, III Zone assessments.

There are currently 119 parcels within this Zone, and the total Zone costs are spread to each of the 119 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$41,650.00
Total Units	119
Fiscal Year 2020/21 Actual Assessment Per Unit	\$350.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$453.82

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$350.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$350.00
Change in the Actual Assessment Rate	\$0.00

4.16 Parsons Corner Zone

In April 2019, property owners in the Parsons Corner Zone voted to detach from the District. Therefore, there is no assessment for the Parsons Corner Zone.

4.17 Rose Haven Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$488.47 per unit. There is currently no inflator associated with the Rose Haven Zone assessments.

There are currently 24 parcels with a total of 27 units within this Zone, and the total Zone costs are spread to each of the 27 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$10,800.00
Total Units	27
Fiscal Year 2020/21 Actual Assessment Per Unit	\$400.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$488.47

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$400.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$400.00
Change in the Actual Assessment Rate	\$0.00

4.18 Sandalwood Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$192.39 per unit. In April 2018, property owners approved the assessment rate increase to \$450.00 per unit. There is currently no inflator associated with the Sandalwood Zone assessments.

There are currently 11 parcels within this Zone, and the total Zone costs are spread to each of the 11 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$4,950.00
Total Units	11
Fiscal Year 2020/21 Actual Assessment Per Unit	\$450.00
Fiscal Year 2020/21 Maximum Assessment Per Unit ⁽¹⁾	\$450.00

(2) Assessment Rate increase approved by property owners in April 2018.

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$450.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$450.00
Change in the Actual Assessment Rate	\$0.00

4.19 Sparhawk Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$174.77 per unit. In July 2005 the City conducted Proposition 218 proceedings to increase the maximum assessment rate and add an annual inflator of 3% for the Zone. Property owners approved the rate increase and the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The rate increase took effect in Fiscal Year 2005/06 and the 3% inflator took effect in Fiscal Year 2006/07.

There are currently 18 parcels within this Zone, and the total Zone costs are spread to each of the 18 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$4,478.76
Total Units	18
Fiscal Year 2020/21 Actual Assessment Per Unit	\$248.82
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$315.20

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$248.82
Fiscal Year 2020/21 Actual Assessment Per Unit	\$248.82
Change in the Actual Assessment Rate	\$0.00

4.20 Stone Creek Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$306.66 per unit. In July 2005 the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 35 parcels within this Zone, and the total Zone costs are spread to each of the 35 units as follows:

Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$13,596.10
Total Units	35
Fiscal Year 2020/21 Actual Assessment Per Unit	\$388.46
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$492.08

Any change in the assessment rate from the previous fiscal year is identified below:

Fiscal Year 2019/20 Actual Assessment Per Unit	\$388.46
Fiscal Year 2020/21 Actual Assessment Per Unit	\$388.46
Change in the Actual Assessment Rate	\$0.00

4.21 Sunnyside/Stone Gate Zone

The assessment rate originally approved at the time of annexing this Zone into the District was \$449.40 per unit. In July 2005 the City conducted Proposition 218 proceedings to add an annual inflator of 3% for the Zone. Property owners approved the inflator. Each year the maximum assessment rate is increased by 3% over the previous year's maximum assessment rate. The inflator took effect in Fiscal Year 2005/06.

There are currently 10 parcels within this Zone, and the total Zone costs are spread to each of the 10 units as follows:

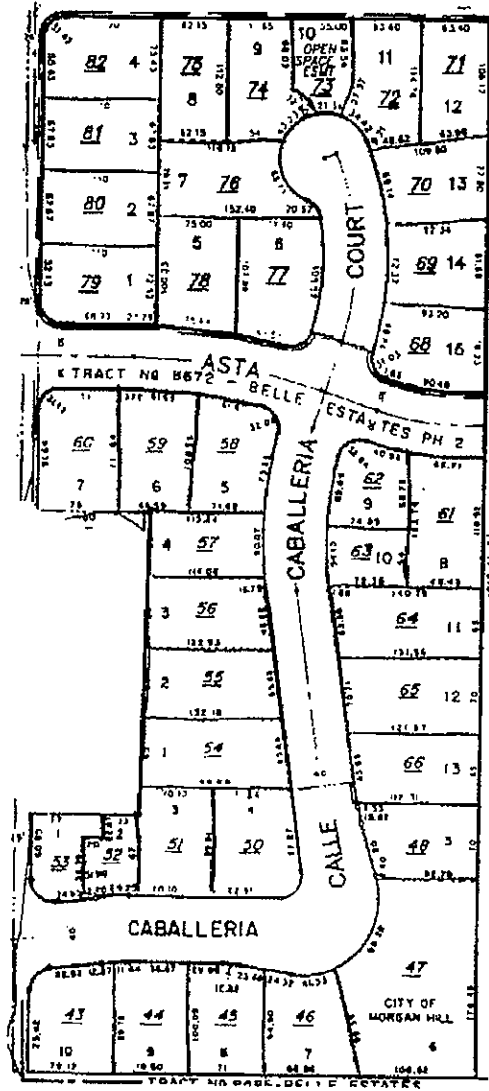
Estimated Fiscal Year 2020/21 Costs and Fund Adjustment	\$3,750.00
Total Units	10
Fiscal Year 2020/21 Actual Assessment Per Unit	\$375.00
Fiscal Year 2020/21 Maximum Assessment Per Unit	\$721.15

Any change in the assessment rate from the previous fiscal year is identified below:

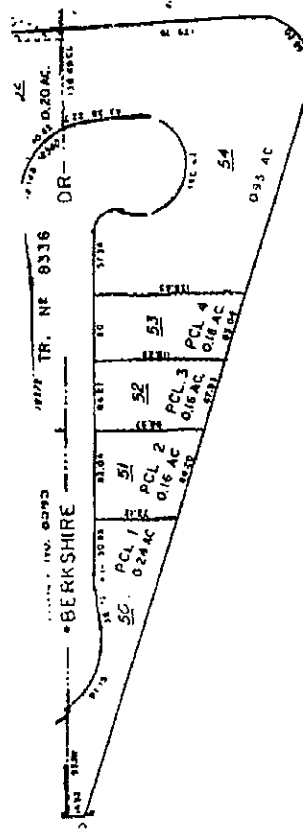
Fiscal Year 2019/20 Actual Assessment Per Unit	\$375.00
Fiscal Year 2020/21 Actual Assessment Per Unit	\$375.00
Change in the Actual Assessment Rate	\$0.00

5. ASSESSMENT DIAGRAMS

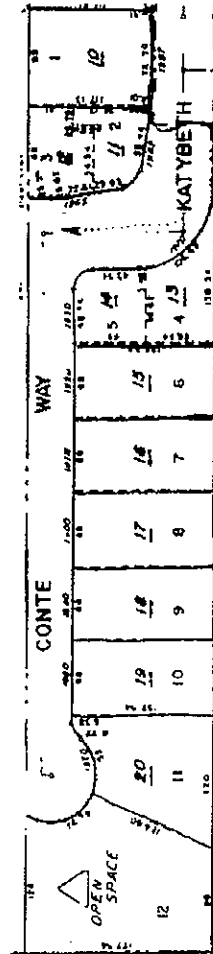
The Assessment Diagrams for each Zone in the District have been submitted to the City Clerk in the format required under the provisions of the Act. Copies of the diagrams are included herein. The lines and dimensions shown on maps of the County Assessor for the current year are, by reference, made part of this Report as well.



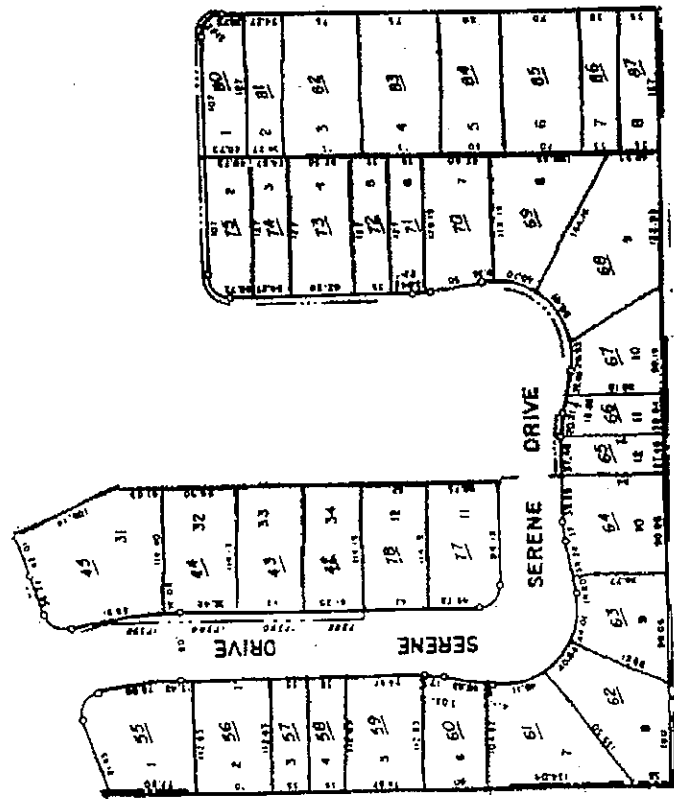
BELLE ESTATES ZONE



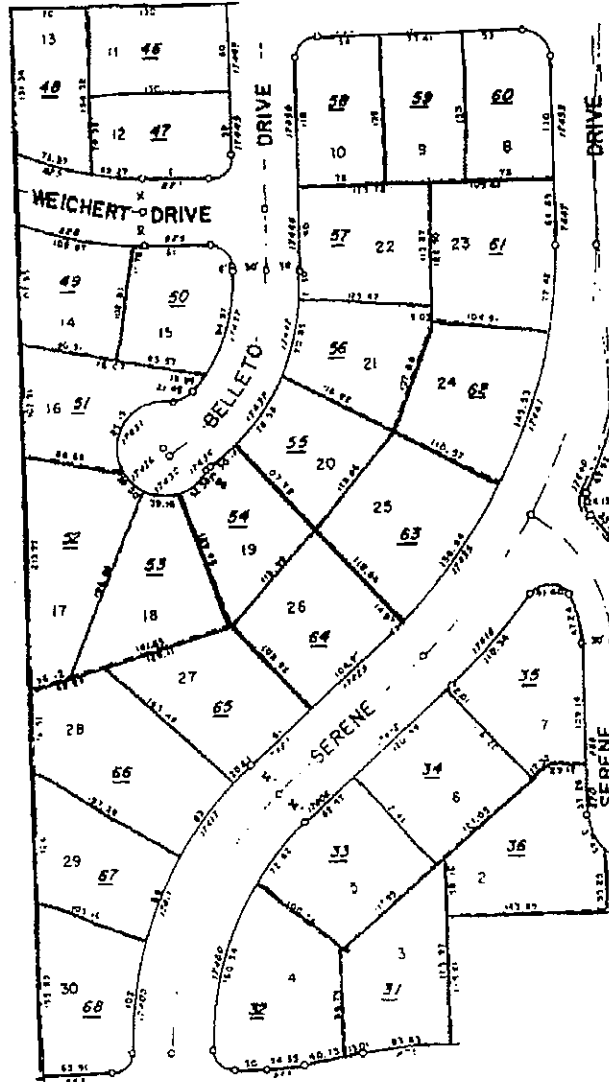
CHIANG/BERTELOONE ZONE



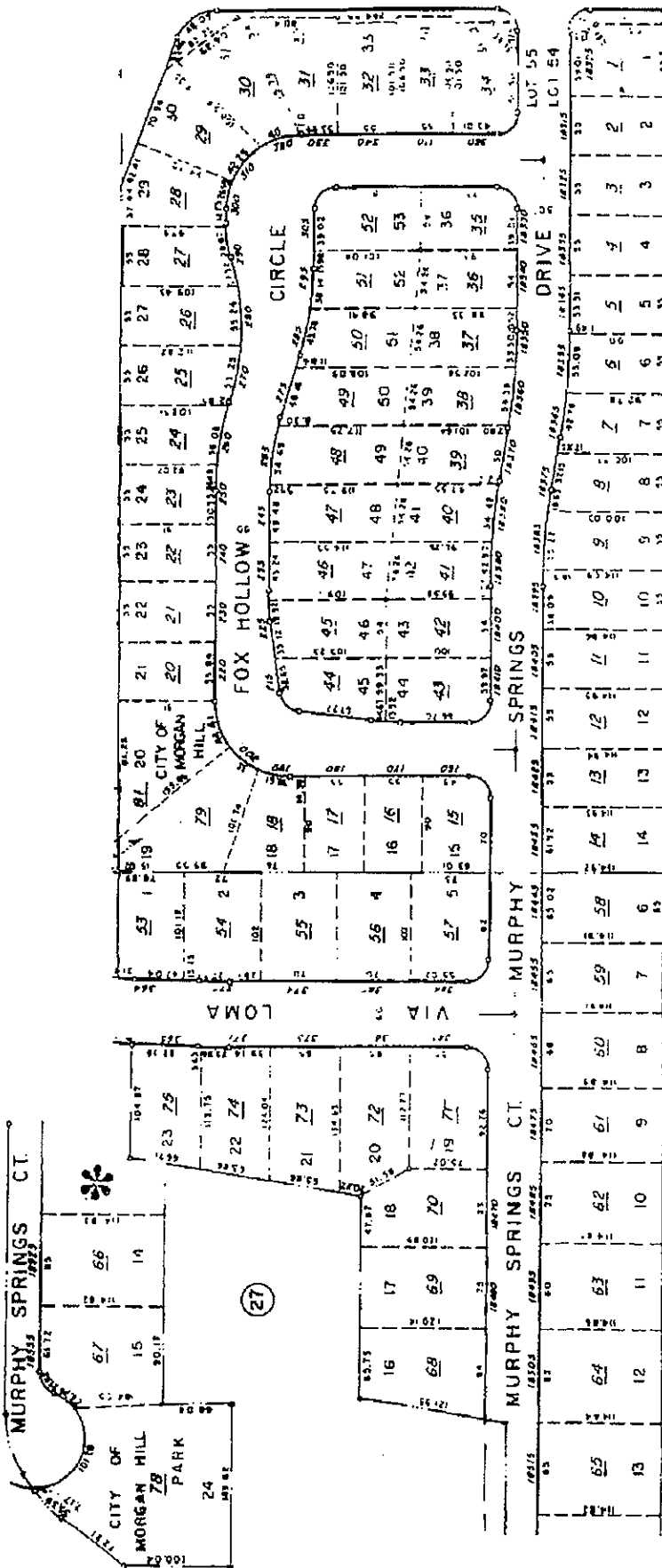
CONTE GARDENS ZONE



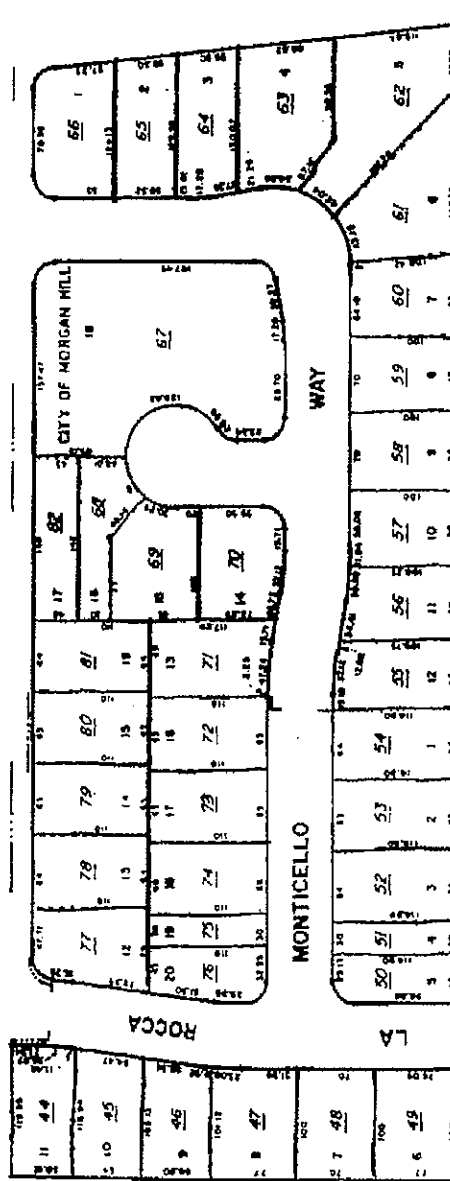
DIANA ESTATES ZONE SHEET 1



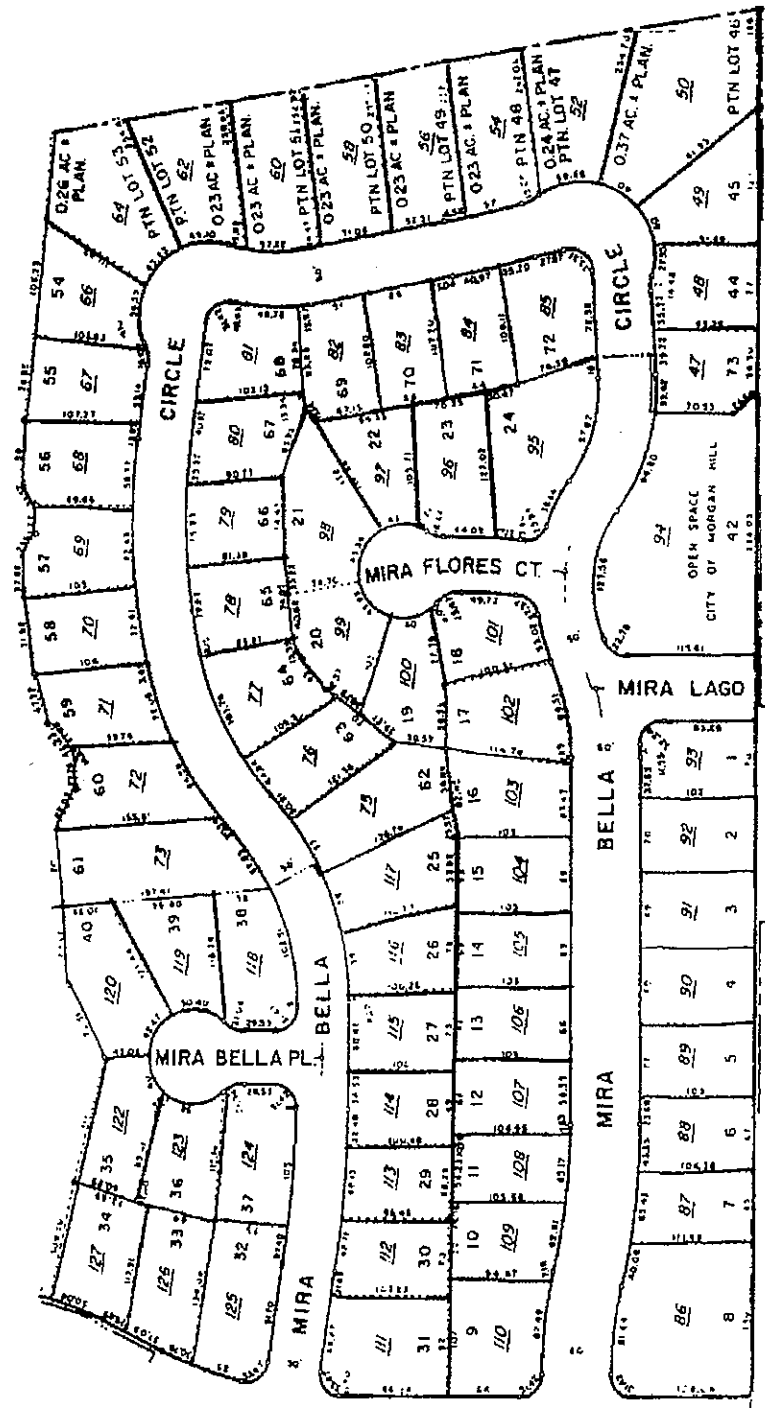
DIANA ESTATES ZONE SHEET 2



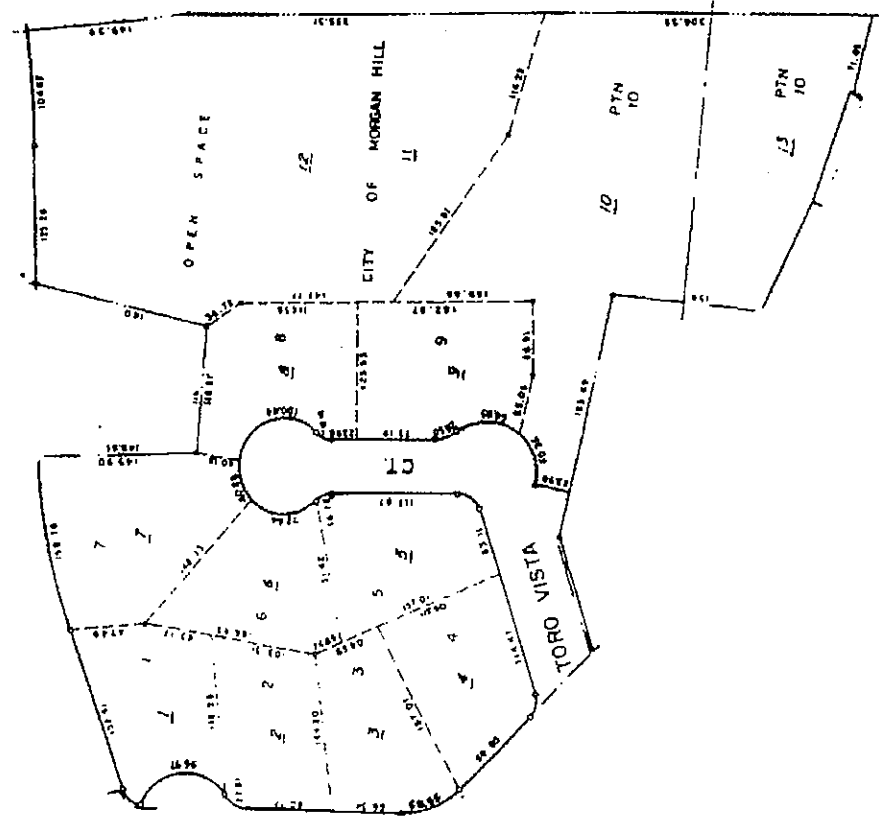
FOX HOLLOW/MURPHY SPRINGS ZONE



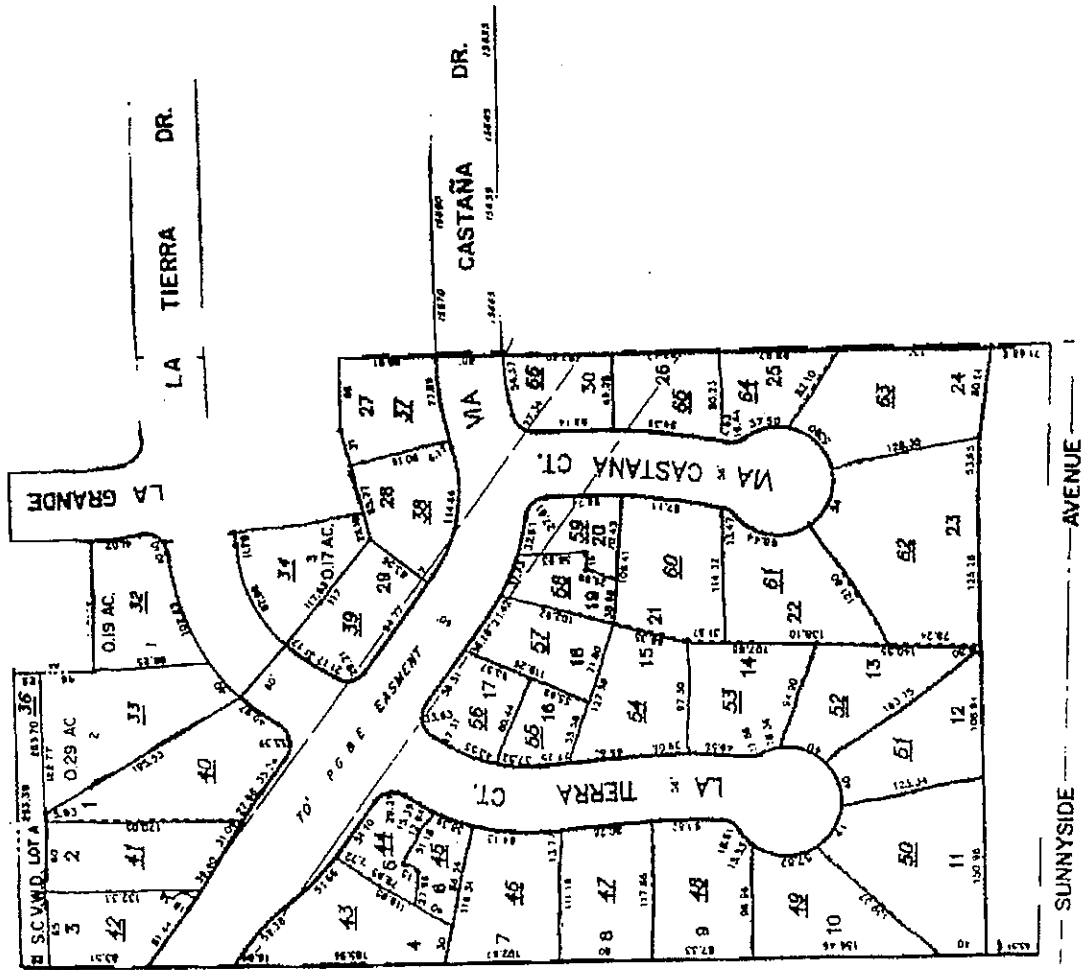
HAMILTON SQUARE ZONE



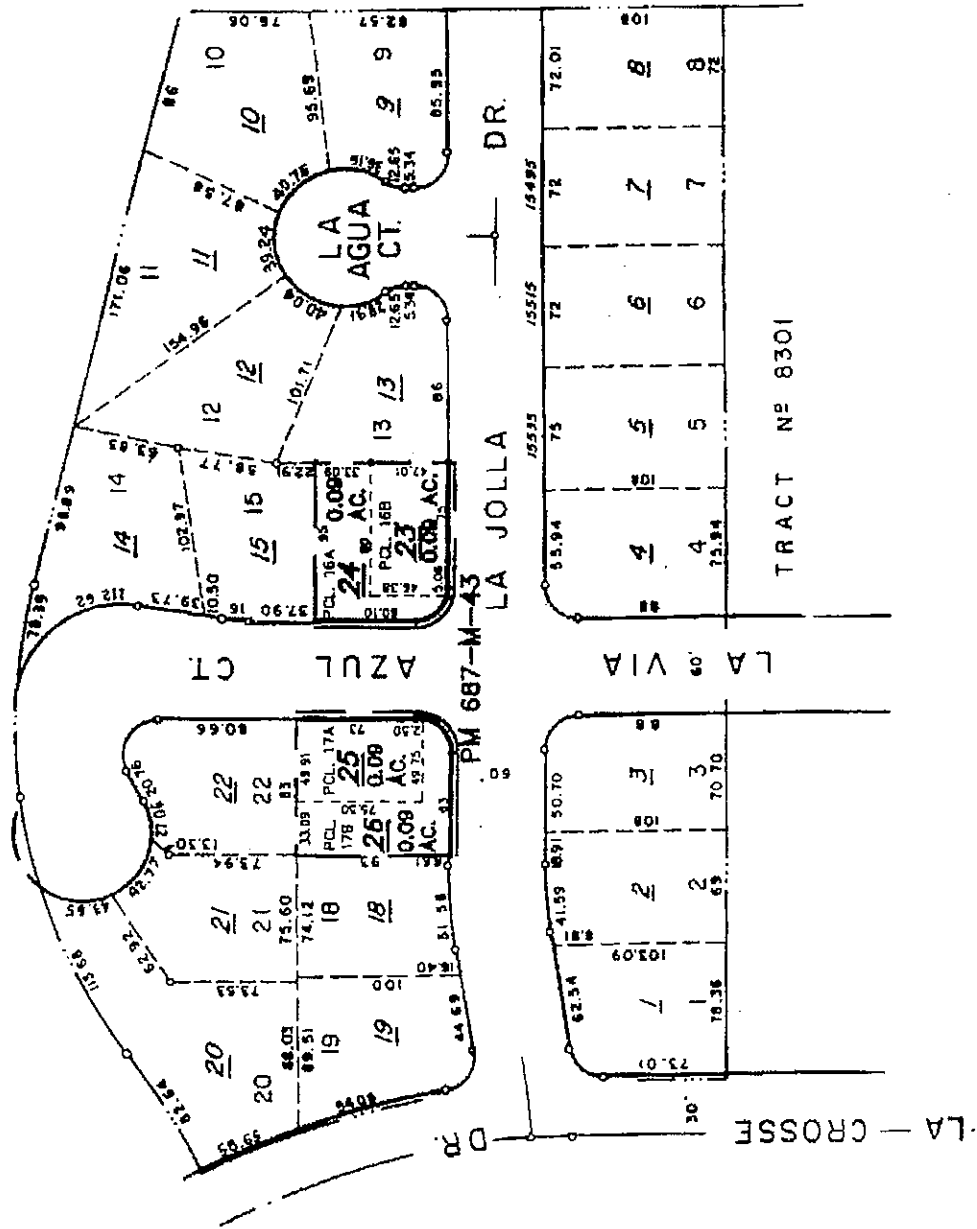
JACKSON MEADOWS #6 ZONE

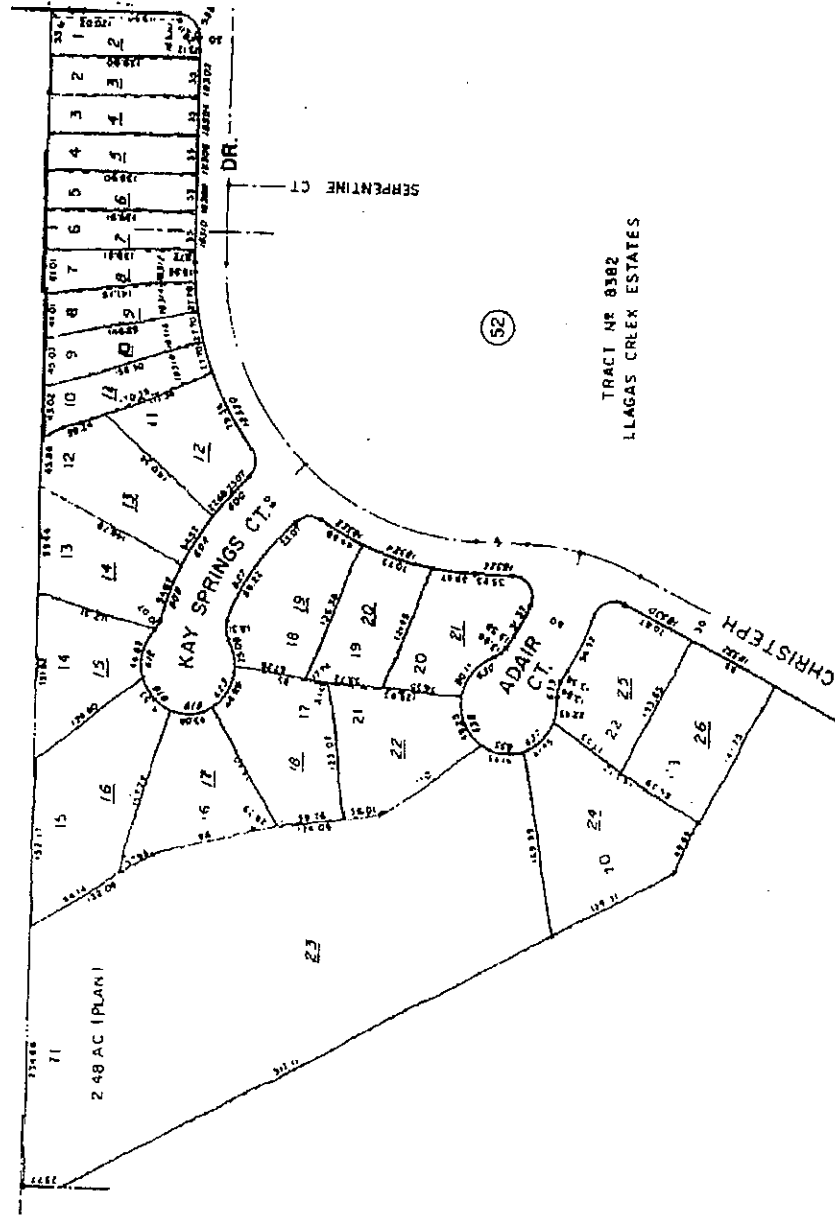


JACKSON MEADOWS #7 ZONE

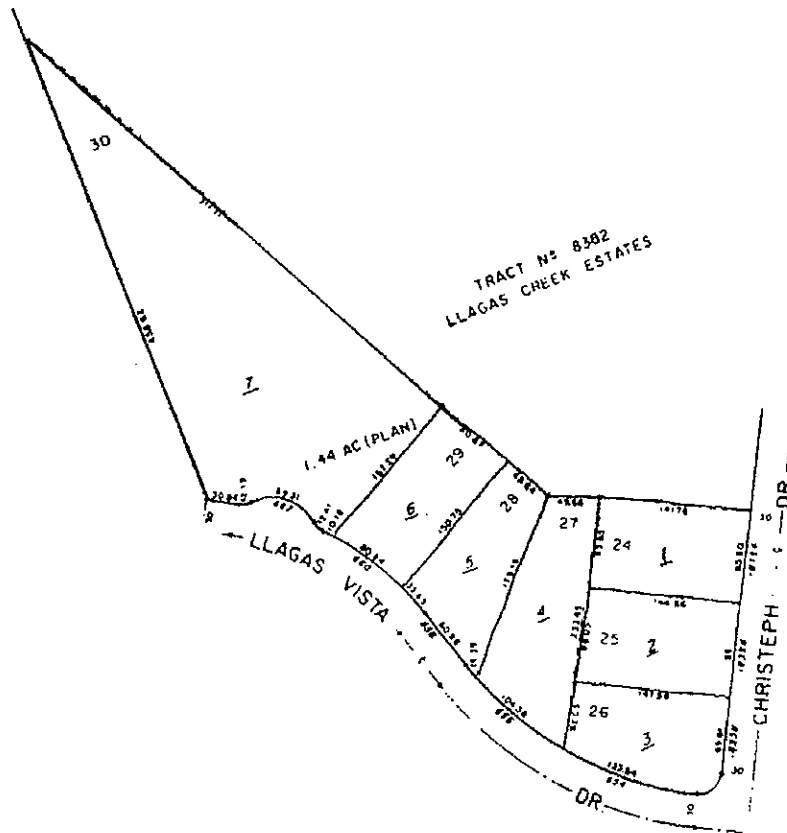


LA GRANDE ESTATES ZONE

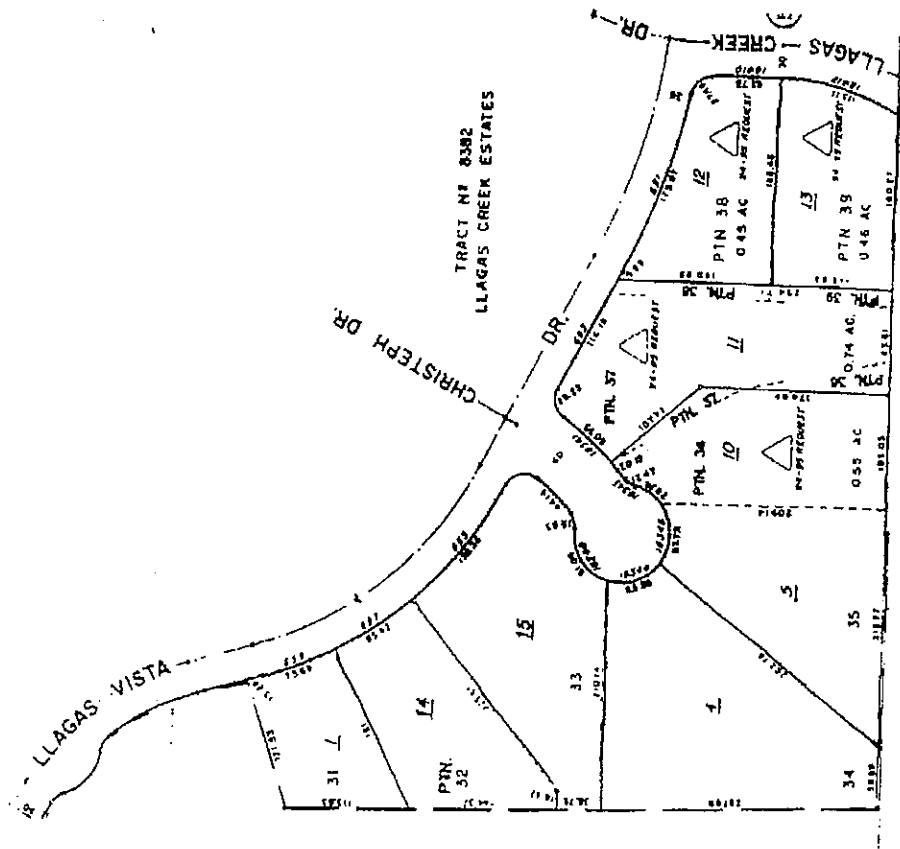




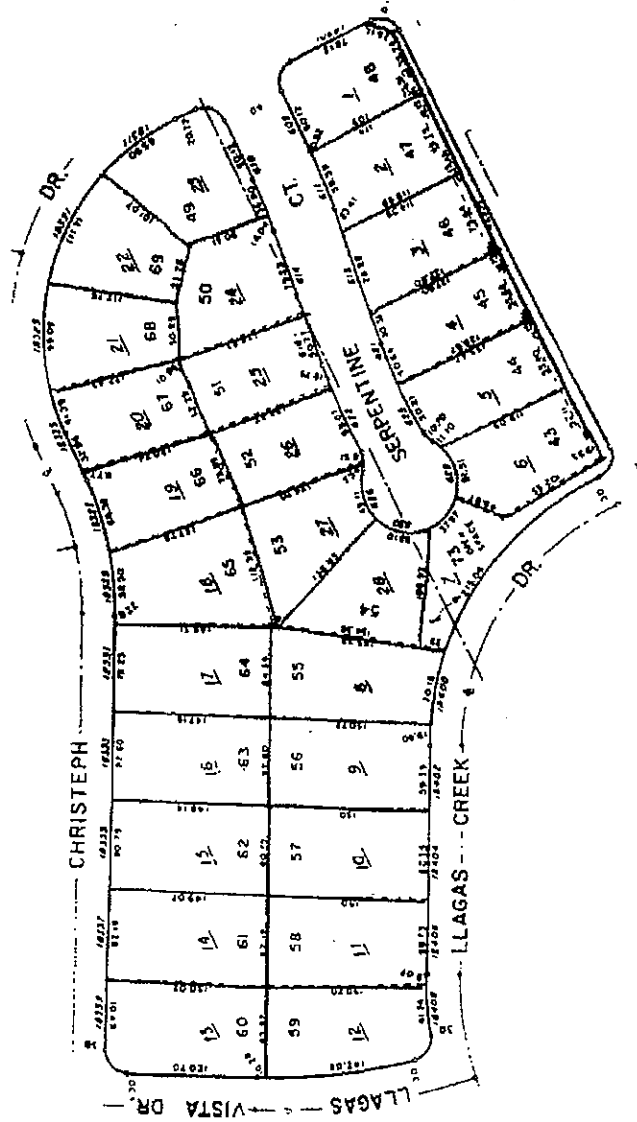
LLAGAS CREEK ESTATES ZONE SHEET 1



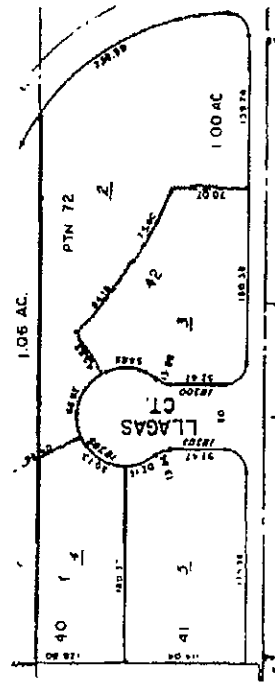
LLAGAS CREEK ESTATES ZONE SHEET 2



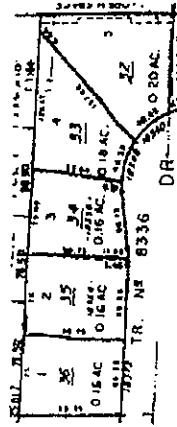
LLAGAS CREEK ESTATES ZONE SHEET 3



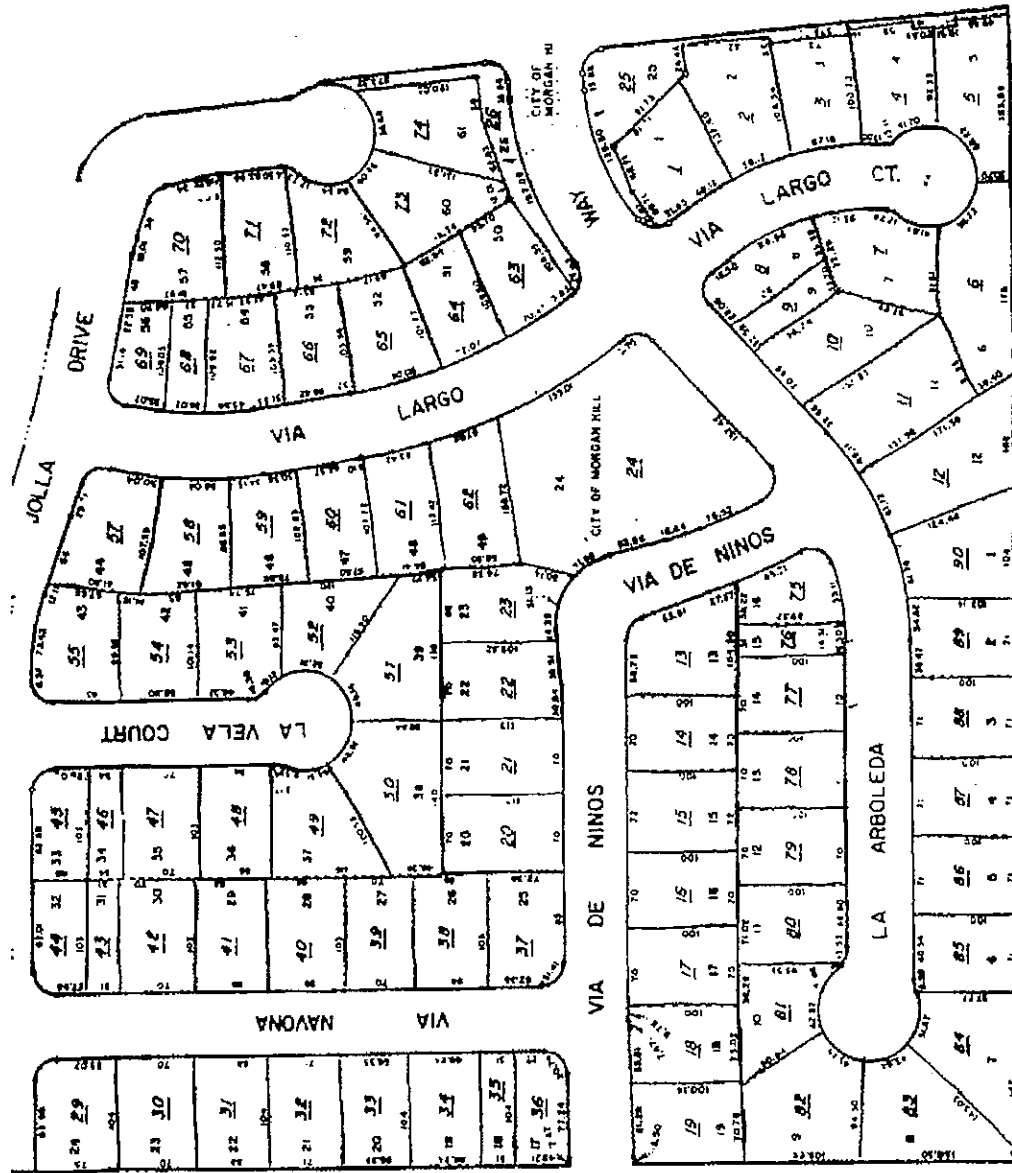
LLAGAS CREEK ESTATES ZONE SHEET 4



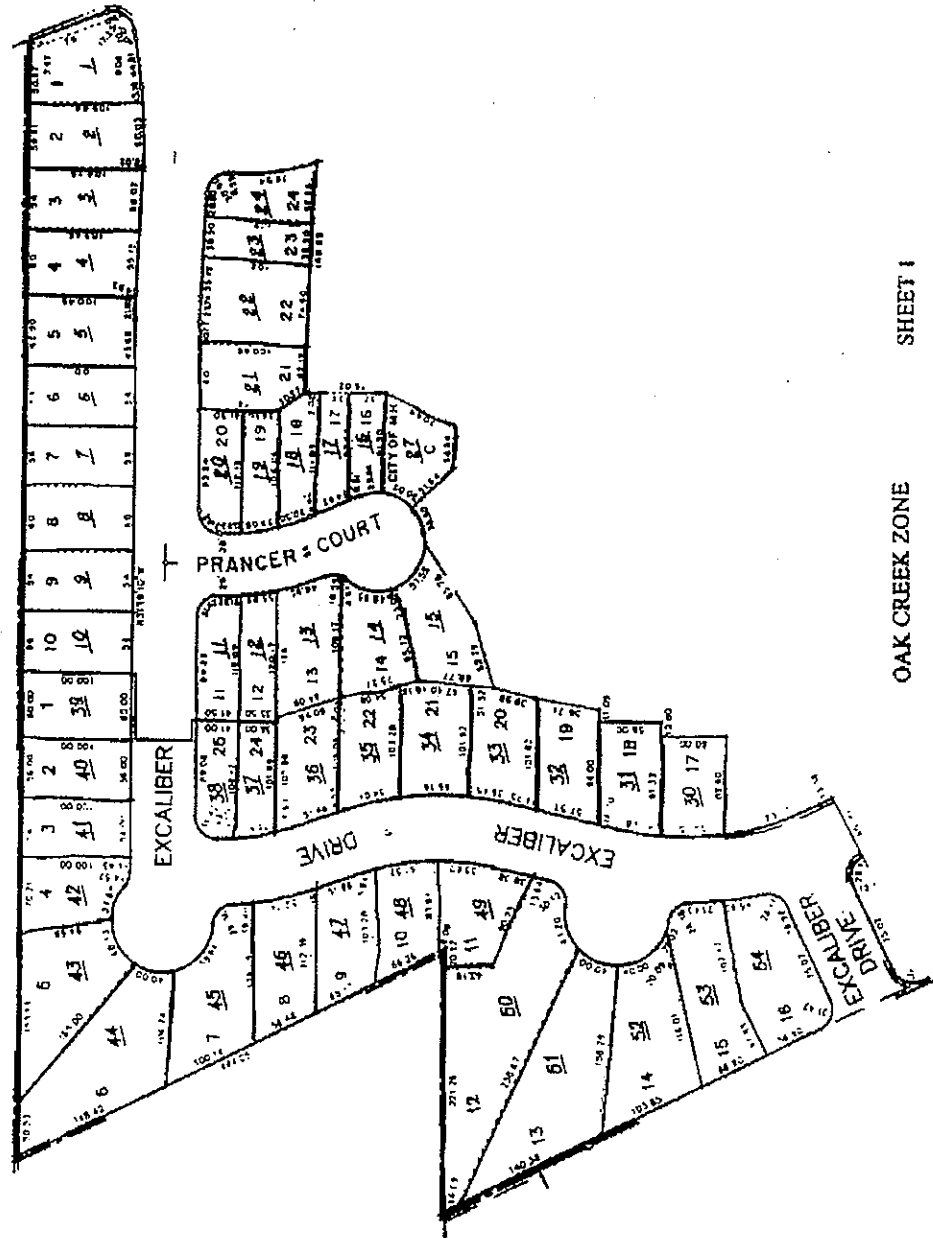
LLAGAS CREEK ESTATES ZONE SHEET 5

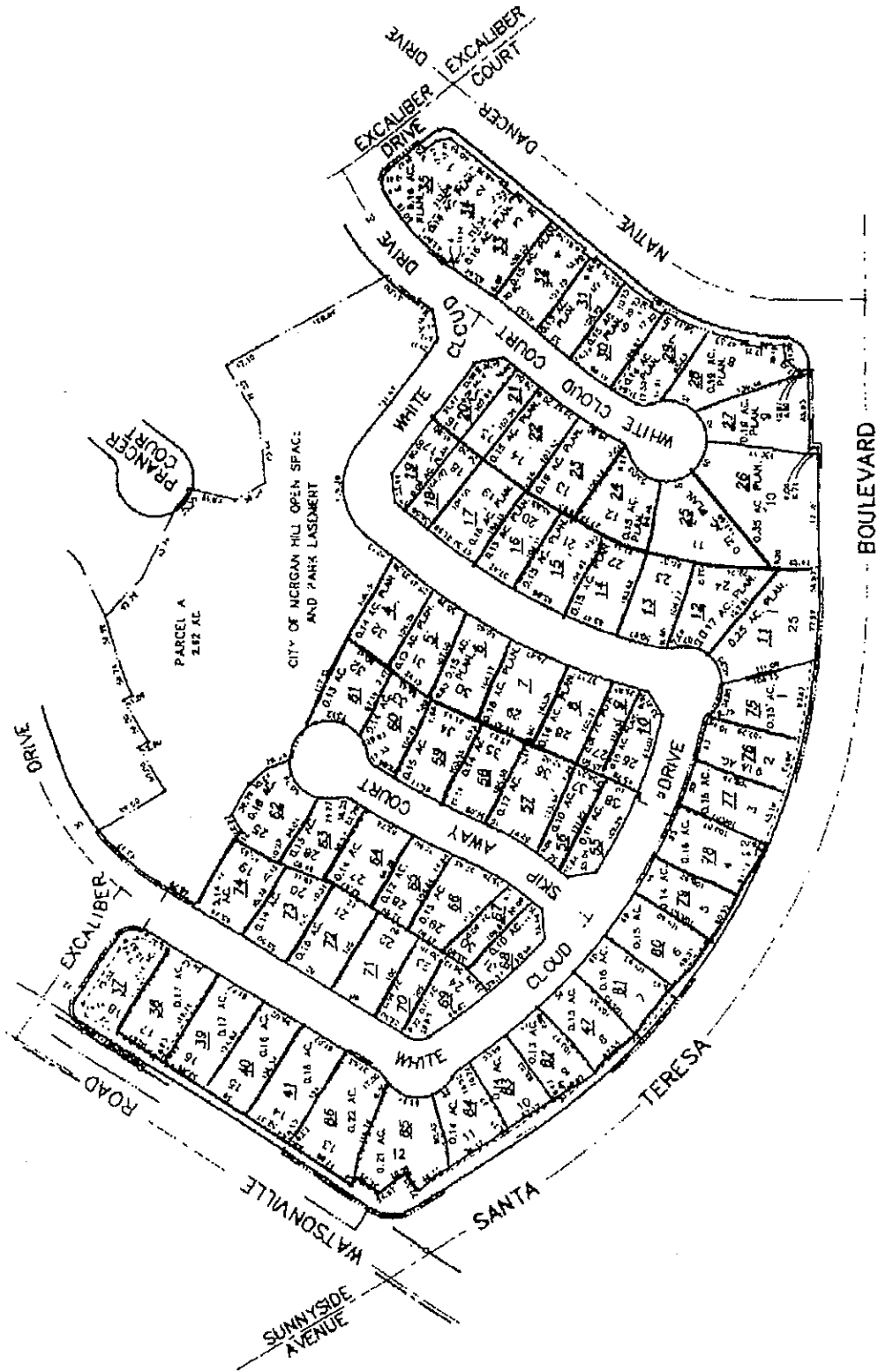


LLAGAS/OBATA ZONE

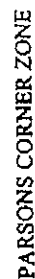


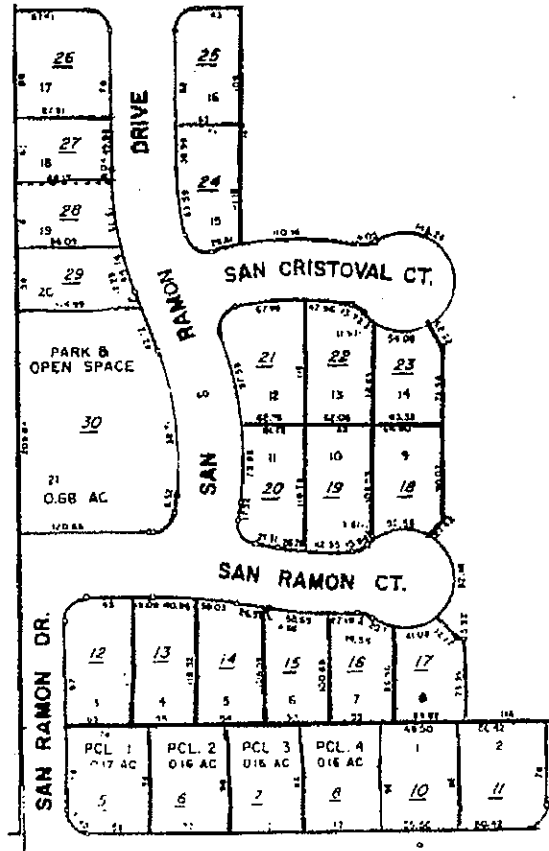
MILL CREEK ZONE



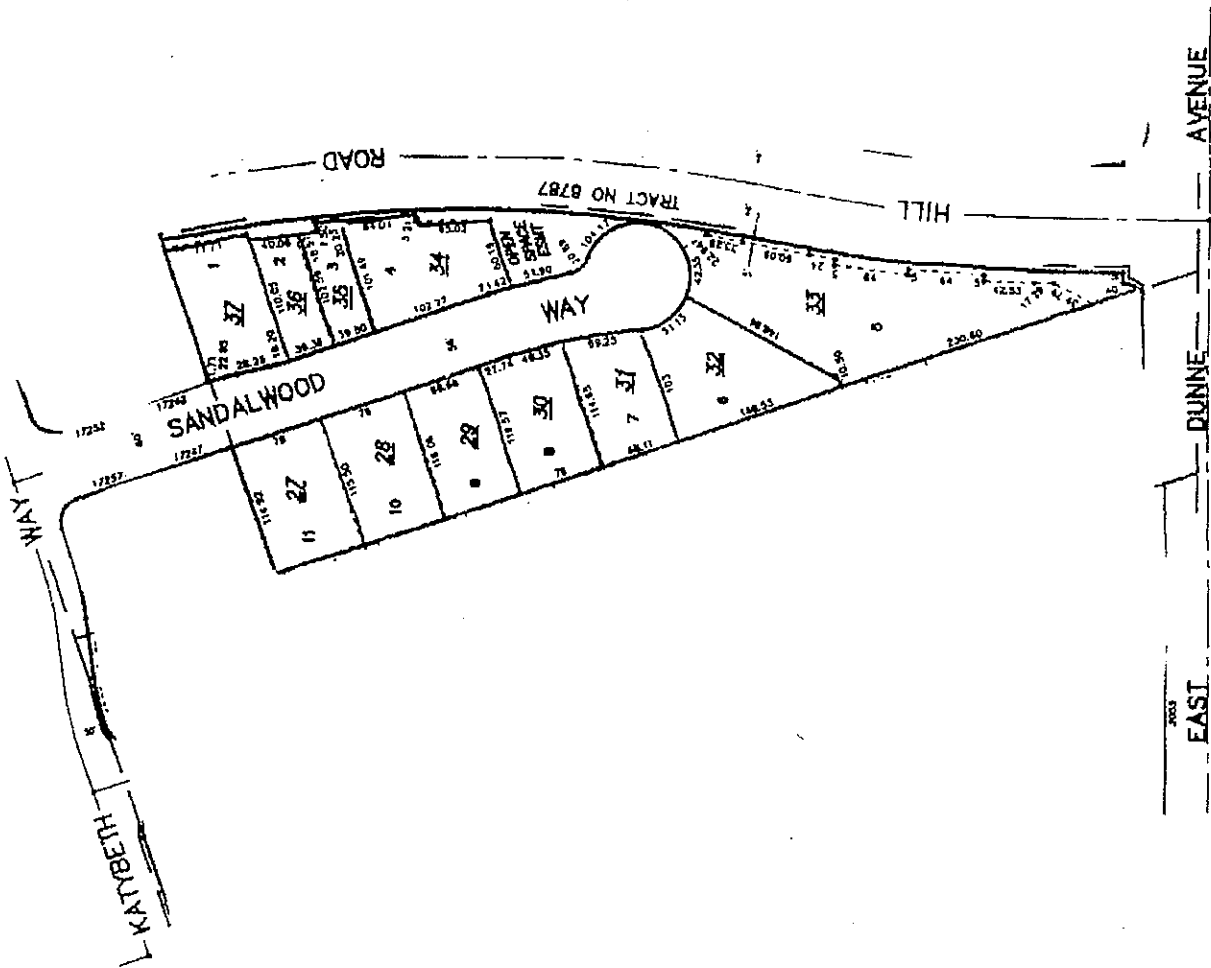


OAK CREEK ZONE SHEET 2

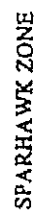


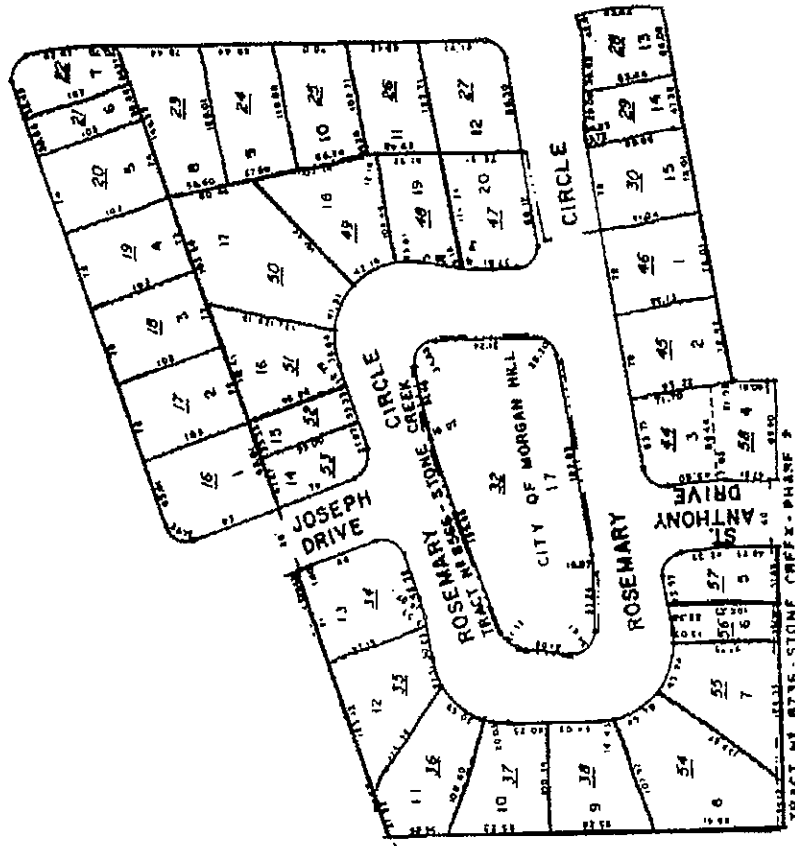


ROSEHAVEN ZONE

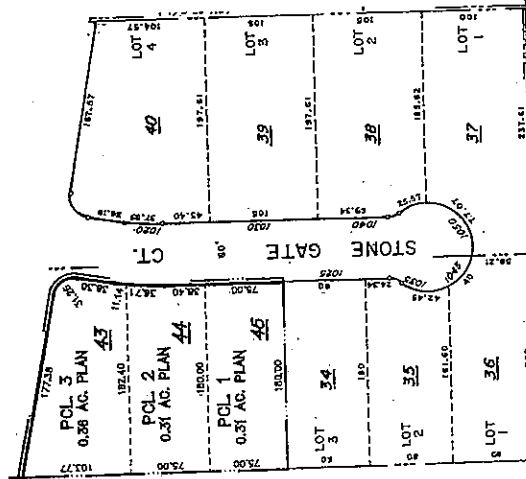


SANDALWOOD ZONE





STONE CREEK ZONE



SUNNYSIDE/STONEGATE ZONE

6. ASSESSMENT ROLL

The listing of Fiscal Year 2020/21 assessments is provided per Zone on the following pages. The description of each lot or parcel as part of the records of the County Assessor are, by reference, made part of this Report as well.

**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll**

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Belle Estates	726-16-043	\$320.00	1.00	\$0.00	\$320.00
Belle Estates	726-16-044	320.00	1.00	0.00	320.00
Belle Estates	726-16-045	320.00	1.00	0.00	320.00
Belle Estates	726-16-046	320.00	1.00	0.00	320.00
Belle Estates	726-16-048	320.00	1.00	0.00	320.00
Belle Estates	726-16-050	320.00	1.00	0.00	320.00
Belle Estates	726-16-051	320.00	1.00	0.00	320.00
Belle Estates	726-16-052	320.00	1.00	0.00	320.00
Belle Estates	726-16-053	320.00	1.00	0.00	320.00
Belle Estates	726-16-054	320.00	1.00	0.00	320.00
Belle Estates	726-16-055	320.00	1.00	0.00	320.00
Belle Estates	726-16-056	320.00	1.00	0.00	320.00
Belle Estates	726-16-057	320.00	1.00	0.00	320.00
Belle Estates	726-16-058	320.00	1.00	0.00	320.00
Belle Estates	726-16-059	320.00	1.00	0.00	320.00
Belle Estates	726-16-060	320.00	1.00	0.00	320.00
Belle Estates	726-16-061	320.00	1.00	0.00	320.00
Belle Estates	726-16-062	320.00	1.00	0.00	320.00
Belle Estates	726-16-063	320.00	1.00	0.00	320.00
Belle Estates	726-16-064	320.00	1.00	0.00	320.00
Belle Estates	726-16-065	320.00	1.00	0.00	320.00
Belle Estates	726-16-066	320.00	1.00	0.00	320.00
Belle Estates	726-16-068	320.00	1.00	0.00	320.00
Belle Estates	726-16-069	320.00	1.00	0.00	320.00
Belle Estates	726-16-070	320.00	1.00	0.00	320.00
Belle Estates	726-16-071	320.00	1.00	0.00	320.00
Belle Estates	726-16-072	320.00	1.00	0.00	320.00
Belle Estates	726-16-074	320.00	1.00	0.00	320.00
Belle Estates	726-16-075	320.00	1.00	0.00	320.00
Belle Estates	726-16-076	320.00	1.00	0.00	320.00
Belle Estates	726-16-077	320.00	1.00	0.00	320.00
Belle Estates	726-16-078	320.00	1.00	0.00	320.00
Belle Estates	726-16-079	320.00	1.00	0.00	320.00
Belle Estates	726-16-080	320.00	1.00	0.00	320.00
Belle Estates	726-16-081	320.00	1.00	0.00	320.00
Belle Estates	726-16-082	320.00	1.00	0.00	320.00
Chang/Bertelone	764-23-050	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-051	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-052	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-053	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-057	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-058	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-059	550.00	1.00	0.00	550.00
Chang/Bertelone	764-23-060	550.00	1.00	0.00	550.00
Conte Gardens	728-10-010	365.00	1.00	0.00	365.00
Conte Gardens	728-10-011	365.00	1.00	0.00	365.00
Conte Gardens	728-10-012	365.00	1.00	0.00	365.00
Conte Gardens	728-10-013	365.00	1.00	0.00	365.00
Conte Gardens	728-10-014	365.00	1.00	0.00	365.00
Conte Gardens	728-10-015	365.00	1.00	0.00	365.00

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Conte Gardens	728-10-016	365.00	1.00	0.00	365.00
Conte Gardens	728-10-017	365.00	1.00	0.00	365.00
Conte Gardens	728-10-018	365.00	1.00	0.00	365.00
Conte Gardens	728-10-019	365.00	1.00	0.00	365.00
Conte Gardens	728-10-020	365.00	1.00	0.00	365.00
Diana Estates	726-07-042	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-043	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-044	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-045	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-055	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-056	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-057	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-058	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-059	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-060	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-061	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-062	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-063	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-064	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-065	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-066	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-067	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-068	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-069	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-070	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-071	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-072	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-073	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-074	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-075	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-077	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-078	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-080	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-081	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-082	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-083	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-084	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-085	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-086	139.39	1.00	(0.01)	139.38
Diana Estates	726-07-087	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-031	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-032	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-033	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-034	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-035	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-036	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-046	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-047	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-048	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-049	139.39	1.00	(0.01)	139.38

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Diana Estates	726-08-050	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-051	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-052	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-053	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-054	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-055	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-056	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-057	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-058	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-059	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-060	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-061	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-062	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-063	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-064	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-065	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-066	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-067	139.39	1.00	(0.01)	139.38
Diana Estates	726-08-068	139.39	1.00	(0.01)	139.38
Fox Hollow/Murphy Sp	764-47-001	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-002	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-003	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-004	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-005	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-006	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-007	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-008	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-009	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-010	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-011	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-012	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-013	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-014	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-015	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-016	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-017	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-018	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-020	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-021	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-022	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-023	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-024	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-025	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-026	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-027	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-028	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-029	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-030	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-031	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-032	173.53	1.00	(0.01)	173.52

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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Fox Hollow/Murphy Sp	764-47-033	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-034	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-035	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-036	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-037	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-038	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-039	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-040	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-041	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-042	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-043	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-044	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-045	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-046	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-047	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-048	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-049	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-050	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-051	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-052	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-053	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-054	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-055	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-056	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-057	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-058	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-059	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-060	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-061	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-062	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-063	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-064	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-065	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-066	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-067	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-068	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-069	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-070	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-071	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-072	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-073	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-074	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-075	173.53	1.00	(0.01)	173.52
Fox Hollow/Murphy Sp	764-47-079	173.53	1.00	(0.01)	173.52
Hamilton Square	767-36-044	325.00	1.00	0.00	325.00
Hamilton Square	767-36-045	325.00	1.00	0.00	325.00
Hamilton Square	767-36-046	325.00	1.00	0.00	325.00
Hamilton Square	767-36-047	325.00	1.00	0.00	325.00
Hamilton Square	767-36-048	325.00	1.00	0.00	325.00
Hamilton Square	767-36-049	325.00	1.00	0.00	325.00

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll**

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Hamilton Square	767-36-050	325.00	1.00	0.00	325.00
Hamilton Square	767-36-051	325.00	1.00	0.00	325.00
Hamilton Square	767-36-052	325.00	1.00	0.00	325.00
Hamilton Square	767-36-053	325.00	1.00	0.00	325.00
Hamilton Square	767-36-054	325.00	1.00	0.00	325.00
Hamilton Square	767-36-055	325.00	1.00	0.00	325.00
Hamilton Square	767-36-056	325.00	1.00	0.00	325.00
Hamilton Square	767-36-057	325.00	1.00	0.00	325.00
Hamilton Square	767-36-058	325.00	1.00	0.00	325.00
Hamilton Square	767-36-059	325.00	1.00	0.00	325.00
Hamilton Square	767-36-060	325.00	1.00	0.00	325.00
Hamilton Square	767-36-061	325.00	1.00	0.00	325.00
Hamilton Square	767-36-062	325.00	1.00	0.00	325.00
Hamilton Square	767-36-063	325.00	1.00	0.00	325.00
Hamilton Square	767-36-064	325.00	1.00	0.00	325.00
Hamilton Square	767-36-065	325.00	1.00	0.00	325.00
Hamilton Square	767-36-066	325.00	1.00	0.00	325.00
Hamilton Square	767-36-068	325.00	1.00	0.00	325.00
Hamilton Square	767-36-069	325.00	1.00	0.00	325.00
Hamilton Square	767-36-070	325.00	1.00	0.00	325.00
Hamilton Square	767-36-071	325.00	1.00	0.00	325.00
Hamilton Square	767-36-072	325.00	1.00	0.00	325.00
Hamilton Square	767-36-073	325.00	1.00	0.00	325.00
Hamilton Square	767-36-074	325.00	1.00	0.00	325.00
Hamilton Square	767-36-075	325.00	1.00	0.00	325.00
Hamilton Square	767-36-076	325.00	1.00	0.00	325.00
Hamilton Square	767-36-077	325.00	1.00	0.00	325.00
Hamilton Square	767-36-078	325.00	1.00	0.00	325.00
Hamilton Square	767-36-079	325.00	1.00	0.00	325.00
Hamilton Square	767-36-080	325.00	1.00	0.00	325.00
Hamilton Square	767-36-081	325.00	1.00	0.00	325.00
Hamilton Square	767-36-082	325.00	1.00	0.00	325.00
Jackson Meadows #6	817-26-047	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-048	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-049	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-066	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-067	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-068	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-069	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-070	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-071	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-072	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-073	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-075	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-076	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-077	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-078	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-079	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-080	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-081	108.00	1.00	0.00	108.00

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll**

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Jackson Meadows #6	817-26-082	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-083	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-084	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-085	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-086	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-087	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-088	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-089	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-090	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-091	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-092	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-093	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-095	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-096	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-097	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-098	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-099	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-100	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-101	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-102	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-103	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-104	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-105	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-106	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-107	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-108	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-109	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-110	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-111	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-112	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-113	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-114	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-115	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-116	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-117	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-118	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-119	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-120	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-122	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-123	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-124	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-125	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-126	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-127	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-129	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-130	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-131	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-132	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-133	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-134	108.00	1.00	0.00	108.00

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)

**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll**

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Jackson Meadows #6	817-26-135	108.00	1.00	0.00	108.00
Jackson Meadows #6	817-26-136	108.00	1.00	0.00	108.00
Jackson Meadows #7	817-70-001	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-002	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-003	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-004	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-005	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-006	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-007	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-008	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-009	100.00	1.00	0.00	100.00
Jackson Meadows #7	817-70-017	100.00	1.00	0.00	100.00
La Grande Estates	767-45-032	88.00	1.00	0.00	88.00
La Grande Estates	767-45-033	88.00	1.00	0.00	88.00
La Grande Estates	767-45-034	88.00	1.00	0.00	88.00
La Grande Estates	767-45-037	88.00	1.00	0.00	88.00
La Grande Estates	767-45-038	88.00	1.00	0.00	88.00
La Grande Estates	767-45-039	88.00	1.00	0.00	88.00
La Grande Estates	767-45-040	88.00	1.00	0.00	88.00
La Grande Estates	767-45-041	88.00	1.00	0.00	88.00
La Grande Estates	767-45-042	88.00	1.00	0.00	88.00
La Grande Estates	767-45-043	88.00	1.00	0.00	88.00
La Grande Estates	767-45-044	88.00	1.00	0.00	88.00
La Grande Estates	767-45-045	88.00	1.00	0.00	88.00
La Grande Estates	767-45-046	88.00	1.00	0.00	88.00
La Grande Estates	767-45-047	88.00	1.00	0.00	88.00
La Grande Estates	767-45-048	88.00	1.00	0.00	88.00
La Grande Estates	767-45-049	88.00	1.00	0.00	88.00
La Grande Estates	767-45-050	88.00	1.00	0.00	88.00
La Grande Estates	767-45-051	88.00	1.00	0.00	88.00
La Grande Estates	767-45-052	88.00	1.00	0.00	88.00
La Grande Estates	767-45-053	88.00	1.00	0.00	88.00
La Grande Estates	767-45-054	88.00	1.00	0.00	88.00
La Grande Estates	767-45-055	88.00	1.00	0.00	88.00
La Grande Estates	767-45-056	88.00	1.00	0.00	88.00
La Grande Estates	767-45-057	88.00	1.00	0.00	88.00
La Grande Estates	767-45-058	88.00	1.00	0.00	88.00
La Grande Estates	767-45-059	88.00	1.00	0.00	88.00
La Grande Estates	767-45-060	88.00	1.00	0.00	88.00
La Grande Estates	767-45-061	88.00	1.00	0.00	88.00
La Grande Estates	767-45-062	88.00	1.00	0.00	88.00
La Grande Estates	767-45-063	88.00	1.00	0.00	88.00
La Grande Estates	767-45-064	88.00	1.00	0.00	88.00
La Grande Estates	767-45-065	88.00	1.00	0.00	88.00
Lacrosse/Gera	767-46-001	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-002	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-003	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-004	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-005	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-006	50.00	1.00	0.00	50.00

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**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll**

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Lacrosse/Gera	767-46-007	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-008	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-009	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-010	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-011	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-012	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-013	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-014	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-015	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-018	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-019	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-020	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-021	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-022	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-023	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-024	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-025	50.00	1.00	0.00	50.00
Lacrosse/Gera	767-46-026	50.00	1.00	0.00	50.00
Llagas Creek	764-49-002	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-006	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-007	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-008	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-009	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-010	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-011	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-012	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-013	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-014	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-015	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-016	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-017	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-018	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-019	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-020	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-021	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-022	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-023	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-024	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-025	233.67	1.00	(0.01)	233.66
Llagas Creek	764-49-026	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-001	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-002	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-006	233.67	1.00	(0.01)	233.66
Llagas Creek	764-50-007	233.67	1.00	(0.01)	233.66

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)

**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll**

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Llagas Creek	764-51-001	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-010	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-011	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-012	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-013	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-014	233.67	1.00	(0.01)	233.66
Llagas Creek	764-51-015	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-001	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-002	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-005	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-006	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-008	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-009	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-010	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-011	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-012	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-013	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-014	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-015	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-016	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-017	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-018	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-019	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-020	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-021	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-022	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-023	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-024	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-025	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-026	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-027	233.67	1.00	(0.01)	233.66
Llagas Creek	764-52-028	233.67	1.00	(0.01)	233.66
Llagas Creek	764-53-003	233.67	1.00	(0.01)	233.66
Llagas Creek	764-53-004	233.67	1.00	(0.01)	233.66
Llagas Creek	764-53-005	233.67	1.00	(0.01)	233.66
Llagas/Obata	764-23-032	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-033	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-034	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-035	400.00	1.00	0.00	400.00
Llagas/Obata	764-23-036	400.00	1.00	0.00	400.00
Mill Creek	767-47-001	285.00	1.00	0.00	285.00
Mill Creek	767-47-002	285.00	1.00	0.00	285.00
Mill Creek	767-47-003	285.00	1.00	0.00	285.00
Mill Creek	767-47-004	285.00	1.00	0.00	285.00
Mill Creek	767-47-005	285.00	1.00	0.00	285.00
Mill Creek	767-47-006	285.00	1.00	0.00	285.00

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City of Morgan Hill
Landscape Assessment District No. 1
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Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Mill Creek	767-47-007	285.00	1.00	0.00	285.00
Mill Creek	767-47-008	285.00	1.00	0.00	285.00
Mill Creek	767-47-009	285.00	1.00	0.00	285.00
Mill Creek	767-47-010	285.00	1.00	0.00	285.00
Mill Creek	767-47-011	285.00	1.00	0.00	285.00
Mill Creek	767-47-012	285.00	1.00	0.00	285.00
Mill Creek	767-47-013	285.00	1.00	0.00	285.00
Mill Creek	767-47-014	285.00	1.00	0.00	285.00
Mill Creek	767-47-015	285.00	1.00	0.00	285.00
Mill Creek	767-47-016	285.00	1.00	0.00	285.00
Mill Creek	767-47-017	285.00	1.00	0.00	285.00
Mill Creek	767-47-018	285.00	1.00	0.00	285.00
Mill Creek	767-47-019	285.00	1.00	0.00	285.00
Mill Creek	767-47-020	285.00	1.00	0.00	285.00
Mill Creek	767-47-021	285.00	1.00	0.00	285.00
Mill Creek	767-47-022	285.00	1.00	0.00	285.00
Mill Creek	767-47-023	285.00	1.00	0.00	285.00
Mill Creek	767-47-029	285.00	1.00	0.00	285.00
Mill Creek	767-47-030	285.00	1.00	0.00	285.00
Mill Creek	767-47-031	285.00	1.00	0.00	285.00
Mill Creek	767-47-032	285.00	1.00	0.00	285.00
Mill Creek	767-47-033	285.00	1.00	0.00	285.00
Mill Creek	767-47-034	285.00	1.00	0.00	285.00
Mill Creek	767-47-035	285.00	1.00	0.00	285.00
Mill Creek	767-47-036	285.00	1.00	0.00	285.00
Mill Creek	767-47-037	285.00	1.00	0.00	285.00
Mill Creek	767-47-038	285.00	1.00	0.00	285.00
Mill Creek	767-47-039	285.00	1.00	0.00	285.00
Mill Creek	767-47-040	285.00	1.00	0.00	285.00
Mill Creek	767-47-041	285.00	1.00	0.00	285.00
Mill Creek	767-47-042	285.00	1.00	0.00	285.00
Mill Creek	767-47-043	285.00	1.00	0.00	285.00
Mill Creek	767-47-044	285.00	1.00	0.00	285.00
Mill Creek	767-47-045	285.00	1.00	0.00	285.00
Mill Creek	767-47-046	285.00	1.00	0.00	285.00
Mill Creek	767-47-047	285.00	1.00	0.00	285.00
Mill Creek	767-47-048	285.00	1.00	0.00	285.00
Mill Creek	767-47-049	285.00	1.00	0.00	285.00
Mill Creek	767-47-050	285.00	1.00	0.00	285.00
Mill Creek	767-47-051	285.00	1.00	0.00	285.00
Mill Creek	767-47-052	285.00	1.00	0.00	285.00
Mill Creek	767-47-053	285.00	1.00	0.00	285.00
Mill Creek	767-47-054	285.00	1.00	0.00	285.00
Mill Creek	767-47-055	285.00	1.00	0.00	285.00
Mill Creek	767-47-057	285.00	1.00	0.00	285.00
Mill Creek	767-47-058	285.00	1.00	0.00	285.00
Mill Creek	767-47-059	285.00	1.00	0.00	285.00
Mill Creek	767-47-060	285.00	1.00	0.00	285.00
Mill Creek	767-47-061	285.00	1.00	0.00	285.00
Mill Creek	767-47-062	285.00	1.00	0.00	285.00

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City of Morgan Hill
Landscape Assessment District No. 1
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Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Mill Creek	767-47-063	285.00	1.00	0.00	285.00
Mill Creek	767-47-064	285.00	1.00	0.00	285.00
Mill Creek	767-47-065	285.00	1.00	0.00	285.00
Mill Creek	767-47-066	285.00	1.00	0.00	285.00
Mill Creek	767-47-067	285.00	1.00	0.00	285.00
Mill Creek	767-47-068	285.00	1.00	0.00	285.00
Mill Creek	767-47-069	285.00	1.00	0.00	285.00
Mill Creek	767-47-070	285.00	1.00	0.00	285.00
Mill Creek	767-47-071	285.00	1.00	0.00	285.00
Mill Creek	767-47-072	285.00	1.00	0.00	285.00
Mill Creek	767-47-073	285.00	1.00	0.00	285.00
Mill Creek	767-47-074	285.00	1.00	0.00	285.00
Mill Creek	767-47-075	285.00	1.00	0.00	285.00
Mill Creek	767-47-076	285.00	1.00	0.00	285.00
Mill Creek	767-47-077	285.00	1.00	0.00	285.00
Mill Creek	767-47-078	285.00	1.00	0.00	285.00
Mill Creek	767-47-079	285.00	1.00	0.00	285.00
Mill Creek	767-47-080	285.00	1.00	0.00	285.00
Mill Creek	767-47-081	285.00	1.00	0.00	285.00
Mill Creek	767-47-082	285.00	1.00	0.00	285.00
Mill Creek	767-47-083	285.00	1.00	0.00	285.00
Mill Creek	767-47-084	285.00	1.00	0.00	285.00
Mill Creek	767-47-085	285.00	1.00	0.00	285.00
Mill Creek	767-47-086	285.00	1.00	0.00	285.00
Mill Creek	767-47-087	285.00	1.00	0.00	285.00
Mill Creek	767-47-088	285.00	1.00	0.00	285.00
Mill Creek	767-47-089	285.00	1.00	0.00	285.00
Mill Creek	767-47-090	285.00	1.00	0.00	285.00
Oak Creek I, II, III	779-51-001	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-002	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-003	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-004	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-005	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-006	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-007	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-008	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-009	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-010	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-011	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-012	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-013	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-014	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-015	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-016	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-017	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-018	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-019	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-020	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-021	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-022	350.00	1.00	0.00	350.00

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Oak Creek I, II, III	779-51-023	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-024	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-030	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-031	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-032	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-033	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-034	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-035	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-036	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-037	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-038	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-039	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-040	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-041	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-042	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-043	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-044	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-045	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-046	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-047	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-048	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-049	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-050	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-051	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-052	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-053	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-51-054	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-004	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-005	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-006	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-007	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-008	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-009	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-010	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-011	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-012	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-013	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-014	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-015	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-016	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-017	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-018	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-019	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-020	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-021	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-022	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-023	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-024	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-025	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-026	350.00	1.00	0.00	350.00

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)

City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Oak Creek I, II, III	779-52-027	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-028	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-029	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-030	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-031	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-032	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-033	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-034	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-035	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-037	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-038	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-039	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-040	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-041	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-047	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-055	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-056	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-057	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-058	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-059	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-060	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-061	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-062	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-063	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-064	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-065	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-066	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-067	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-068	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-069	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-070	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-071	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-072	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-073	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-074	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-075	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-076	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-077	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-078	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-079	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-080	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-081	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-082	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-083	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-084	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-085	350.00	1.00	0.00	350.00
Oak Creek I, II, III	779-52-086	350.00	1.00	0.00	350.00
Rosehaven	817-10-005	400.00	1.00	0.00	400.00
Rosehaven	817-10-006	400.00	1.00	0.00	400.00
Rosehaven	817-10-007	400.00	1.00	0.00	400.00

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)

**City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll**

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Rosehaven	817-10-008	400.00	1.00	0.00	400.00
Rosehaven	817-10-010	400.00	1.00	0.00	400.00
Rosehaven	817-10-011	400.00	2.00	0.00	800.00
Rosehaven	817-10-012	400.00	1.00	0.00	400.00
Rosehaven	817-10-013	400.00	1.00	0.00	400.00
Rosehaven	817-10-014	400.00	1.00	0.00	400.00
Rosehaven	817-10-015	400.00	1.00	0.00	400.00
Rosehaven	817-10-016	400.00	1.00	0.00	400.00
Rosehaven	817-10-017	400.00	1.00	0.00	400.00
Rosehaven	817-10-018	400.00	1.00	0.00	400.00
Rosehaven	817-10-019	400.00	1.00	0.00	400.00
Rosehaven	817-10-020	400.00	1.00	0.00	400.00
Rosehaven	817-10-021	400.00	2.00	0.00	800.00
Rosehaven	817-10-022	400.00	1.00	0.00	400.00
Rosehaven	817-10-023	400.00	1.00	0.00	400.00
Rosehaven	817-10-024	400.00	1.00	0.00	400.00
Rosehaven	817-10-025	400.00	1.00	0.00	400.00
Rosehaven	817-10-026	400.00	2.00	0.00	800.00
Rosehaven	817-10-027	400.00	1.00	0.00	400.00
Rosehaven	817-10-028	400.00	1.00	0.00	400.00
Rosehaven	817-10-029	400.00	1.00	0.00	400.00
Sandalwood	728-11-027	450.00	1.00	0.00	450.00
Sandalwood	728-11-028	450.00	1.00	0.00	450.00
Sandalwood	728-11-029	450.00	1.00	0.00	450.00
Sandalwood	728-11-030	450.00	1.00	0.00	450.00
Sandalwood	728-11-031	450.00	1.00	0.00	450.00
Sandalwood	728-11-032	450.00	1.00	0.00	450.00
Sandalwood	728-11-033	450.00	1.00	0.00	450.00
Sandalwood	728-11-034	450.00	1.00	0.00	450.00
Sandalwood	728-11-035	450.00	1.00	0.00	450.00
Sandalwood	728-11-036	450.00	1.00	0.00	450.00
Sandalwood	728-11-037	450.00	1.00	0.00	450.00
Sparhawk	764-31-025	248.82	1.00	0.00	248.82
Sparhawk	764-31-026	248.82	1.00	0.00	248.82
Sparhawk	764-31-027	248.82	1.00	0.00	248.82
Sparhawk	764-31-028	248.82	1.00	0.00	248.82
Sparhawk	764-31-029	248.82	1.00	0.00	248.82
Sparhawk	764-31-030	248.82	1.00	0.00	248.82
Sparhawk	764-31-031	248.82	1.00	0.00	248.82
Sparhawk	764-31-032	248.82	1.00	0.00	248.82
Sparhawk	764-31-033	248.82	1.00	0.00	248.82
Sparhawk	764-31-034	248.82	1.00	0.00	248.82
Sparhawk	764-31-035	248.82	1.00	0.00	248.82
Sparhawk	764-31-036	248.82	1.00	0.00	248.82
Sparhawk	764-31-037	248.82	1.00	0.00	248.82
Sparhawk	764-31-038	248.82	1.00	0.00	248.82
Sparhawk	764-31-039	248.82	1.00	0.00	248.82
Sparhawk	764-31-040	248.82	1.00	0.00	248.82
Sparhawk	764-31-041	248.82	1.00	0.00	248.82
Sparhawk	764-31-042	248.82	1.00	0.00	248.82

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City of Morgan Hill
Landscape Assessment District No. 1
Fiscal Year 2020/21
Assessment Roll

Zone	APN	Rate Per Unit	Units	Rounding Adjustment	2020/21 Assessment (1)
Stone Creek	726-06-016	388.46	1.00	0.00	388.46
Stone Creek	726-06-017	388.46	1.00	0.00	388.46
Stone Creek	726-06-018	388.46	1.00	0.00	388.46
Stone Creek	726-06-019	388.46	1.00	0.00	388.46
Stone Creek	726-06-020	388.46	1.00	0.00	388.46
Stone Creek	726-06-021	388.46	1.00	0.00	388.46
Stone Creek	726-06-022	388.46	1.00	0.00	388.46
Stone Creek	726-06-023	388.46	1.00	0.00	388.46
Stone Creek	726-06-024	388.46	1.00	0.00	388.46
Stone Creek	726-06-025	388.46	1.00	0.00	388.46
Stone Creek	726-06-026	388.46	1.00	0.00	388.46
Stone Creek	726-06-027	388.46	1.00	0.00	388.46
Stone Creek	726-06-028	388.46	1.00	0.00	388.46
Stone Creek	726-06-029	388.46	1.00	0.00	388.46
Stone Creek	726-06-030	388.46	1.00	0.00	388.46
Stone Creek	726-06-034	388.46	1.00	0.00	388.46
Stone Creek	726-06-035	388.46	1.00	0.00	388.46
Stone Creek	726-06-036	388.46	1.00	0.00	388.46
Stone Creek	726-06-037	388.46	1.00	0.00	388.46
Stone Creek	726-06-038	388.46	1.00	0.00	388.46
Stone Creek	726-06-044	388.46	1.00	0.00	388.46
Stone Creek	726-06-045	388.46	1.00	0.00	388.46
Stone Creek	726-06-046	388.46	1.00	0.00	388.46
Stone Creek	726-06-047	388.46	1.00	0.00	388.46
Stone Creek	726-06-048	388.46	1.00	0.00	388.46
Stone Creek	726-06-049	388.46	1.00	0.00	388.46
Stone Creek	726-06-050	388.46	1.00	0.00	388.46
Stone Creek	726-06-051	388.46	1.00	0.00	388.46
Stone Creek	726-06-052	388.46	1.00	0.00	388.46
Stone Creek	726-06-053	388.46	1.00	0.00	388.46
Stone Creek	726-06-054	388.46	1.00	0.00	388.46
Stone Creek	726-06-055	388.46	1.00	0.00	388.46
Stone Creek	726-06-056	388.46	1.00	0.00	388.46
Stone Creek	726-06-057	388.46	1.00	0.00	388.46
Stone Creek	726-06-058	388.46	1.00	0.00	388.46
Sunnyside/Stonegate	773-31-034	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-035	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-036	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-037	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-038	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-039	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-040	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-043	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-044	375.00	1.00	0.00	375.00
Sunnyside/Stonegate	773-31-045	375.00	1.00	0.00	375.00
Totals:			748.00	(\$2.10)	\$188,550.04

(1) Amounts placed on the tax roll must be rounded down to an even number. The Assessment includes the rounding adjustment.

Attachment: Engineer's Report - FY 2020-21 [Revision 1] (2754 : LAD Ordering Assessments)

7. HISTORICAL ASSESSMENT RATES

The historical assessment rates per Zone are identified on the following pages.

City of Morgan Hill
Landscape Assessment District No. 1
Actual Historical Assessment Rates Per Zone

Zone	Belle Estates	Chang/Bertelone	Conte Gardens	Diana Estates	Fox Hollow / Murphy Sp.	Hamilton Square	Jackson Meadows #6	Jackson Meadows #7	La Grande Estates	Lacrosse/Gera
Annexation Number	93-03	93-05	92-10	94-01	Original	94-03	93-06	91-03	95-03	91-04
Original Rate	\$502.22	\$1,215.00	\$477.82	\$139.39	\$106.15	\$425.54	\$108.10	\$314.58	\$88.00	\$142.99
Unit Count	36	8	11	64	75	38	70	10	32	24
1991/92	-	-	-	\$139.39	-	-	-	\$314.58	-	\$142.99
1992/93	-	-	-	-	-	-	-	-	-	-
1993/94	-	-	-	69.80	-	-	-	77.35	-	8.93
1994/95	-	-	-	69.80	\$106.15	-	-	77.35	-	8.93
1995/96	\$502.00	\$1,215.00	\$285.98	54.14	79.92	\$425.54	\$108.10	88.66	-	8.93
1996/97	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1997/98	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1998/99	71.00	8.93	477.82	21.94	49.11	214.08	76.04	194.70	-	8.93
1999/00	147.81	8.93	477.82	81.03	49.11	399.71	108.10	314.50	\$88.00	8.93
2000/01	147.81	8.93	477.82	81.03	49.11	399.71	108.10	314.50	88.00	8.93
2001/02	147.80	8.92	477.82	54.80	49.10	399.70	86.38	314.50	88.00	8.92
2002/03	147.80	8.92	477.82	70.00	101.10	399.70	104.18	314.50	88.00	8.92
2003/04	175.00	8.92	477.82	80.00	101.10	399.70	104.18	314.50	88.00	8.92
2004/05	180.00	8.92	477.82	80.00	101.10	399.70	108.10	314.50	88.00	8.92
2005/06	180.00	94.92	477.82	105.00	141.10	399.70	108.10	314.50	88.00	8.92
2006/07	180.00	94.92	477.82	105.00	141.10	399.70	108.10	314.50	88.00	8.92
2007/08	194.00	94.92	477.82	135.00	141.10	399.70	108.10	314.50	88.00	8.92
2008/09	234.00	94.92	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2009/10	234.00	200.00	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2010/11	234.00	300.00	477.82	139.39	149.69	425.54	108.10	314.50	88.00	130.00
2011/12	282.00	400.00	477.82	139.39	168.48	425.54	108.10	314.50	88.00	50.00
2012/13	282.00	400.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2013/14	320.00	500.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2014/15	320.00	500.00	477.82	139.39	173.53	425.54	98.10	140.00	88.00	50.00
2015/16	320.00	550.00	400.00	139.39	173.53	425.54	108.00	140.00	88.00	50.00
2016/17	320.00	550.00	400.00	139.39	173.53	425.54	108.00	100.00	88.00	50.00
2017/18	320.00	550.00	400.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2018/19	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2019/20	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00
2020/21	320.00	550.00	365.00	139.39	173.53	325.00	108.00	100.00	88.00	50.00

City of Morgan Hill
Landscape Assessment District No. 1
Actual Historical Assessment Rates Per Zone

Zone	Llajas Creek Estates	Llajas/Obata	Mill Creek	Oak Creek	Parsons Corner	Rose Haven	Sandalwood	Sparhawk	Stone Creek	Sunnyside / Stone Gate
Annexation Number	91-05	91-07	93-01	94-04	95-02	95-01	96-01	91-06	94-02	91-01
Original Rate	\$140.84	\$629.16	\$186.82	\$453.82	\$568.32	\$488.47	\$192.39	\$174.77	\$306.66	\$449.40
Unit Count	71	5	84	119	10	27	11	18	35	10
1991/92	\$140.85	\$629.16	-	-	-	-	-	\$174.77	-	\$449.40
1992/93	-	-	-	-	-	-	-	-	-	-
1993/94	19.13	335.37	-	-	-	-	-	93.03	-	15.05
1994/95	19.13	15.05	-	-	-	-	-	308.84	-	15.04
1995/96	76.60	15.05	\$186.82	\$453.82	-	-	-	226.46	\$306.66	15.04
1996/97	59.54	8.93	64.57	47.67	\$568.32	\$488.47	-	147.33	146.66	8.93
1997/98	59.54	8.93	64.57	47.67	457.40	189.73	-	147.33	146.66	8.93
1998/99	59.54	8.93	64.57	337.09	457.40	189.73	-	147.33	146.66	8.93
1999/00	140.85	8.93	95.83	320.52	457.40	189.73	\$192.36	147.33	275.00	8.93
2000/01	140.85	8.93	158.64	245.16	457.40	189.73	192.36	147.33	275.00	8.93
2001/02	105.86	8.92	158.64	150.00	457.40	189.72	192.36	147.32	275.00	8.92
2002/03	140.00	8.92	182.64	250.00	300.00	300.00	192.36	147.32	275.00	275.00
2003/04	140.00	8.92	120.00	300.00	300.00	300.00	192.36	147.32	275.00	192.50
2004/05	140.00	8.92	120.00	300.00	300.00	300.00	192.36	147.32	306.66	192.50
2005/06	190.00	53.92	138.00	300.00	430.00	300.00	192.36	202.32	306.66	332.50
2006/07	190.00	53.92	138.00	300.00	430.00	300.00	192.36	202.32	306.66	332.50
2007/08	190.00	53.92	168.00	300.00	460.00	330.00	192.36	208.38	306.66	332.50
2008/09	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2009/10	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2010/11	195.70	53.92	186.82	300.00	460.00	370.00	192.36	214.64	306.66	332.50
2011/12	195.70	53.92	186.82	350.00	250.00	450.00	192.36	241.58	306.66	332.50
2012/13	195.70	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	332.50
2013/14	233.67	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	412.50
2014/15	233.67	53.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	412.50
2015/16	233.67	143.92	186.82	350.00	250.00	450.00	192.36	248.82	388.46	375.00
2016/17	233.67	143.92	186.82	350.00	250.00	488.00	192.36	248.82	388.46	375.00
2017/18	233.67	143.92	186.82	350.00	250.00	488.00	192.36	248.82	388.46	375.00
2018/19	233.67	400.00	186.82	350.00	250.00	400.00	450.00	248.82	388.46	375.00
2019/20	233.67	400.00	186.82	350.00	0.00	400.00	450.00	248.82	388.46	375.00
2020/21	233.67	400.00	285.00	350.00	0.00	400.00	450.00	248.82	388.46	375.00

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MORGAN HILL CONFIRMING THE ASSESSMENT
AND ORDERING THE LEVY FOR THE CITY OF
MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT
NO. 1 FOR FISCAL YEAR 2020-21**

WHEREAS, the Council previously completed its proceedings in accordance with and pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500) (the “Act”) to establish the City’s Fox Hollow/Murphy Springs Landscape Assessment District and has by previous resolution changed the name of said district to the City of Morgan Hill Landscape Assessment District No. 1 (the “Assessment District”); and,

WHEREAS, the City has retained NBS for the purposes of assisting with the annual levy of the Assessment District, and the preparation and filing of an Annual Report; and

WHEREAS, NBS has not been required to update the Annual Report since the Council’s preliminary approval on May 6, 2020; and

WHEREAS, the Council has, by previous resolution, declared its intention to hold a Public Hearing concerning the levy and collection of assessments within the Assessment District; and

WHEREAS, notice of such Public Hearing was duly given in accordance with Section 22626 of the Act; and

WHEREAS, at the time and place specified in the aforementioned notice the Council held and conducted such Hearing, and considered all objections to the assessment.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE COUNCIL, AS FOLLOWS:

- 1. Final Approval of Report:** The Council approves the Annual Report concerning the levy of assessments for the fiscal year commencing July 1, 2020 and ending June 30, 2021.
- 2. Confirmation of Assessment and Diagram:** The Council hereby confirms the assessment and the diagram as is described in full detail in the Annual Report on file with the City Clerk.
- 3. Levy of Assessment:** Pursuant to Section 22631 of the Act, the adoption of this resolution shall constitute the levy of an assessment for the fiscal year commencing July 1, 2020 and ending June 30, 2021.

- 4. Ordering of the Levy:** The Council hereby orders NBS to prepare and submit the levy of assessments to Santa Clara County for placement on the Fiscal Year 2020-21 secured property tax roll.

PASSED, APPROVED AND ADOPTED by the City Council of Morgan Hill at a regular meeting held on the 3rd day of June 2020.

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

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

IRMA TORREZ, City Clerk

CERTIFICATION

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. ____, adopted by the City Council at the meeting held on June 3, 2020.

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

DATE: _____

Irma Torrez, CITY CLERK

Attachment: Resolution [Revision 2] (2754 : LAD Ordering Assessments)



CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Chris Ghione, Public Services Director
APPROVED BY: City Manager

PROVIDE DIRECTION REGARDING MONTEREY ROAD COMPLETE STREETS/LANE REDUCTION AND USE OF DOWNTOWN PUBLIC SPACES

RECOMMENDATION(S)

Provide direction to staff on revisiting the Monterey Road Complete Streets/Lane Reduction Project and on the use of other public spaces in the Downtown.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth
Seniors
and Entire Community

2020-2021 Strategic Priorities

Economic Development

GUIDING DOCUMENTS

Bikeways
Trails
Parks and Recreation Masterplan
Economic Blueprint
Vision Zero

POLICY CONSIDERATIONS:

While reviewing this report the City Council may wish to consider the following questions:

1. Should the City revisit the permanent implementation of the Monterey Road Complete Streets/Lane Reduction Program?
2. Should the City consider other uses of public space in combination or separately from the Monterey Road Complete Streets/Lane Reduction Program?

REPORT NARRATIVE:

The purpose of this item is to provide background information and seek direction from the City Council regarding the use of the public right of way and City owned property in the Downtown. City staff are bringing this item forward at the request of the Council and in follow-up to numerous requests from private business owners and residents. Most of the requests involved revisiting the Monterey Road Complete Streets/Lane Reduction project which, on a trial basis in 2015, reduced the Monterey Road through the Downtown to a single travel lane in each direction. There have also been conversations involving temporary and permanent street closures that may be used to support businesses in meeting Covid-19 space requirements when they are allowed to reopen.

Based on these conversations staff has outlined the following key areas for review and discussion:

- Monterey Road Complete Streets/Lane Reduction Project
- Complete Closure of Monterey Road on weekends
- Closure of Downtown Side Streets
- Use of other public property to support businesses

Each of these areas will be reviewed to allow the Council to provide direction to City staff moving forward. This direction will be critical as the City has limited resources available from both a funding and staff time perspective.

Monterey Road Complete Streets/Lane Reduction

Background

The revitalization of the Downtown has long been a priority for the City. In 2014, due to the loss of redevelopment, the City was provided a limited time to invest Redevelopment Agency bond proceeds in the Downtown. The limited timeframe provided a short timetable and resulted in the development of the Downtown Placemaking Investment Strategy. The strategy was built upon the General Plan and Downtown Specific Plan with the goal of making the Downtown the most walkable, bike friendly, urban, family-oriented and transit-oriented neighborhood in Morgan Hill as envisioned in the City's General Plan, the Downtown Specific Plan and the Downtown Placemaking Investment Strategy (Strategy). One of the initiatives of the Strategy was the Monterey Road Complete Streets Pilot Project.

The intent of the Pilot Project was to slow down traffic and make the Downtown a more vibrant and inviting destination to shop, dine, and gather. Additionally, it was anticipated the project could improve safety for pedestrians and bicyclists visiting Downtown. To test these assumptions, the project was implemented, reducing the traffic lanes from two lanes in each direction to a single travel lane with a bicycle lane through the Downtown. The Pilot Project resulted in one of the most significant engagement efforts the City has ever made with significant community discussion on numerous aspects. The Pilot Project received a significant amount of feedback both for and against instituting the lane configuration permanently. The engagement included a business vitality survey, resident exit survey, business exit survey and the formal observations made by the City's consultant. These comments are available in the weblink attached to this report.

On August 5, 2015, the results of the Pilot Project were presented to the City Council (Attachment 1 - Weblink). This included the presentation of the Project Performance Monitoring Report prepared by consultants Alta Planning and Design. Based on the positive results of the Report, City staff recommended that the Monterey Road Complete Streets improvements be implemented permanently. The results included several key findings:

- Number of people walking increased by 6%

- 54% increase in diversity among people riding bicycles (age, gender, race, and ethnicity)
- 614% increase in the number of youth riding bicycles
- 48% decrease in people riding bicycles on sidewalks
- Noise levels declined to a more comfortable level, as sound energy levels decreased
- An increase in parking occupancy occurred, and parking turnover rates increased
- People riding bikes nearly tripled, from 74 to 214
- Transit ridership increased by 3%
- Impact to public transit was an average of 29 seconds per trip
- Travel time reliability increased slightly
- The speed of traffic remained the same at 27 miles per hour
- Emergency response experienced little change
- A slight increase in collisions occurred
- 20% of traffic diverted to Butterfield Blvd were semi-trucks, pick-up trucks, vans, and other loud and large vehicles.
- AM Peak Hour travel time improved

Survey results from the project indicated 67% of residents surveyed were not in favor of the project and businesses surveyed were ultimately split on making the changes permanent. Ultimately, the City Council elected to return to the prior configuration of two travel lanes in each direction, while electing to make other improvements to the Downtown for increased safety. The Council noted that it would like the Project to be reviewed in the future upon completion of future congestion management projects, including the Hale Avenue Extension Project.

Discussion

Although the Pilot Project is five years old, City staff does not believe that additional data collection would be necessary to move forward with the lane reconfiguration/reduction decision. The City's General Plan Transportation Element provides the option for the existing or reduced configuration and the Pilot Project showed the changes in the traffic flow. It is also unknown at this time what type of long-term traffic impacts may result from Covid-19. Additionally, City staff also does not believe that community opinion has changed significantly during the past 5 years. The City Council has the data available to make an informed decision on the Project in relation to the Council's current priorities.

The cost to duplicate the previous Complete Street Improvement Designs ranges from \$50,000 to over \$100,000 depending on the need to slurry seal the pavement (likely recommended). These costs would not include any barriers to separate the travel way from expanded dining and retail space in the parklet areas. Should the City Council wish to pursue this option, City staff would bring back a report detailing cost estimates for enhancements.

Monterey Road Complete Closure

An alternative option to the Monterey Road Complete Streets/Lane Reduction Project is a permanent or weekend-only closure of Monterey Road to vehicular traffic.

The permanent closure of Monterey Road would require updating the City's General Plan Transportation Element (with associated environmental review). City staff do not recommend this option due to added complications to congestion management efforts and the cost and resources necessary to explore this alternative.

The weekend-only closure of Monterey Road would cost over \$250,000 annually to implement on a weekly basis. This alternative would only provide temporary benefits and cause confusion for traffic flow. Support for businesses would be limited as the need for expanded space is not limited to weekends only. City staff does not recommend moving forward with reviewing this option.

Side Streets Closures

Closure of side streets has been done for one-time or routine special events. The current special events street closure policy requires access for Downtown residents to reach their homes via vehicle.

City staff has done a preliminary analysis on potential side street closures. Attachment 2 outlines the Downtown streets and business locations. Businesses on the side streets are most commonly located near Monterey Road and closure of entire blocks on an ongoing or permanent basis will create conflicts with resident access. However, closure of portions of the side streets that continue to allow access from Depot Street and Del Monte Avenue may be feasible. However, any closures would need to be reviewed independently by staff from Engineering and Public Safety and in coordination with adjacent businesses and residents. The preliminary analysis by staff, indicates that this may be a cost-effective way to provide additional space for some of the businesses facing the side streets but would not achieve the goals of slowing down traffic on Monterey Road and creating a more walkable, bikeable Downtown.

Use of other Public Property Downtown

In addition to the streets and sidewalks, the City owns multiple parking lots and park spaces in the Downtown. The City could make these spaces available for use to local businesses to expand restaurant and retail space to these areas, further supporting the "Morgan Hill Dine al Fresco" effort. Many other cities have begun reviewing this in preparation of the reopening of retail and restaurants. With the development of a priority use policy, these facilities could be made available for use via encroachment permit to local businesses for a limited time in alignment with future requirements of the shelter in place orders established by the State and County.

City staff are also continuing to move forward in supporting the use of the parking spaces on Monterey Road and sidewalk space adjacent to businesses throughout the Downtown. Staff will continue to work to streamline the application for use of sidewalk space and parklets. Additionally, City staff will also continue to evaluate the potential for

City support for the holistic implementation of a parklet program that uses all the parking spaces located on Monterey Road in a consistent manner.

Options and Direction

City staff are requesting specific direction on the items outlined in this report. Specifically, City staff requests that the Council provide clarity on the following:

1. **Provide direction on the City Council's preference to move forward with revisiting the Monterey Road Complete Streets/Lane Reduction Project.** Should the Council direct staff to move forward, staff will begin the work to establish a plan to implement the project long term. City staff does not recommend implementing this project for the short term or reviewing alternate options due to costs and limitations on staff resources.
2. **Provide direction to staff to move forward with evaluating options for partial side street closures to support businesses in the near term.**
3. **Provide direction to staff to move forward in allowing use of public spaces by businesses for the near term.**

Given the direction provided by the City Council, City staff in the Engineering Division will work with the Economic Development team to coordinate options and plans with Downtown businesses for potential implementation.

COMMUNITY ENGAGEMENT: Involve

Prior community engagement on the Monterey Road Complete Streets/Lane Reduction Project was completed and the detail of that previous work is outlined in the August 15, 2015 staff report and associated documentation. In revisiting the conversation an updated webpage on the City's website was developed, including numerous background documents associated with the previous Pilot Program. The future discussion was shared via the City's various communications channels and a virtual Town Hall meeting was held with this item as the key topic. Communications received on the item are included as a supplemental item.

This agenda item is to receive Council direction only and future engagement will be necessary with both businesses and the community.

ALTERNATIVE ACTIONS:

An alternate design to the Complete Streets Pilot Project design is removing a lane of traffic each direction without the bike lane. While this design option would create additional space for business use, this configuration would eliminate one of the key benefits of the prior projects in providing bicycle access as well as spacing from vehicle traffic. Not having a bicycle lane as a buffer, would create significant safety concerns and make the project more expensive from a design and implementation perspective. The implementation of a Parklet program with the original configuration is recommended over this option.

Council direction has been requested on specific actions as outlined in this report. The City Council may choose to provide additional direction.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council last took action on the Monterey Road Complete Streets Project on August 5, 2015. The City Council directed the re-establishment of two travel lanes in each direction. The Council did request the item be revisited at a later date should circumstances change. Prior to August 2015, the Council made several actions leading to the Pilot Project.

The City Council last discussed street closures in relationship to Downtown Special Events on March 6, 2019.

FISCAL AND RESOURCE IMPACT:

Preliminary estimates on costs associated with various improvements are outlined in the report. Detailed costs will be developed for the various areas outlined after direction is received by the City Council. Costs associated with any improvements and any work associated will impact the General Fund. Dependent upon direction by Council, staff resources expended on this effort may result in other projects being delayed.

CEQA (California Environmental Quality Act):

Project and Categorical Exemption

The Transportation Element of the General Plan provides the option for the City of Morgan Hill to narrow Monterey Road from its existing four lanes to a two-lane arterial through Downtown. The Master EIR for the Downtown Specific Plan and the EIR prepared for the 2010 Transportation Element Update contain information about impacts and LOS conditions under both scenarios.

Changes outside the Monterey Road Complete Streets/Lane Reduction project are exempt per CEQA Guidelines Section 15304 - Minor alterations to land not involving the removal of mature trees and having no permanent effects on the environment.

LINKS/ATTACHMENTS:

1. August 5, 2015 Pilot Project Staff Report and related Documents (weblink)
2. Public Spaces DT
3. Email from Matt Wendt

Downtown Morgan Hill

- Restaurant
- Retail/Service (potential public space use)
- Bar or Beer/Wine Establishment
- Potential Side Street Closure
- Public Space (Parking or Park)



Attachment: Public Spaces DT (2758 : Monterey Road Complete Streets/Lane Reductions)

-----Original Message-----

From: Matt Wendt <matthewwendt@msn.com>

Sent: Friday, May 29, 2020 1:01 PM

To: Larry Carr <Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Chris Ghione <Chris.Ghione@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Maureen Tobin <Maureen.Tobin@morganhill.ca.gov>; Leslie Little <Leslie.Little@morganhill.ca.gov>; Edith Ramirez <Edith.Ramirez@morganhill.ca.gov>
Subject: 1 Lane Each Way Through Downtown Town Hall

Mayor, Council-members, City Manager, Leslie, Edith, Maureen and Chris:

Sorry for the bombardment of emails lately. There has been a lot happening and I'm usually not going to make a public comment unless I feel strongly about something. I unfortunately missed the town hall last night but had wanted to voice my support for the switch to 1 lane each way through downtown. We should support our downtown businesses and make it a good and safe experience for customers, especially while businesses are hurting due to the pandemic and while traffic is light. Our downtown is something special with the parks and restaurants, so it shouldn't be a small freeway as well.

It is a good time to reintroduce this. I liked it the first time around and did not personally notice an impact on my commute on streets to SW Morgan Hill from San Jose (Dougherty, Monterey or Santa Theresa).

Also, I look forward to the completion of the Santa Teresa extension in the near future. I hope the City can lobby CalTrans hard for an expansion of the 101 freeway as soon as possible (and to install and maintain landscaping with available grants, Valley Water, the County, and developers along the entire freeway to help the environment and block out the blighted areas with drought tolerant, low maintenance trees and bushes per my and Swanee's emails before the pandemic). We also should work towards an electrification of the rails.

Thanks for your service. Morgan Hill Together!

Regards,

Matt and Marilyn Wendt

Attachment: Email from Matt Wendt [Revision 1] (2758 : Monterey Road Complete Streets/Lane Reductions)

From: John Howard <mufflera1@gmail.com>
Sent: Thursday, May 21, 2020 7:45 AM
To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: Downtown traffic.

Please do not try the single lane thru downtown. It was tried once and failed! If the city does this it just shows how out of touch they are.

From: [Chris S. & Tammy C.](#)
To: [Maureen Tobin](#)
Subject: Re: Monterey Road Complete Street Improvements/Lane Reduction Review
Date: Thursday, May 21, 2020 4:37:30 PM

I can't believe you are attempting this again, how many thousands did you waste last time? Let it be!!!! This is so silly!!!!!!!!!!!!!! Do we need to get signatures again????

Monterey Road is fine!

-----Original Message-----

From: City of Morgan Hill <maureen.tobin@morganhill.ca.gov>

To: tlcs2@verizon.net

Sent: Wed, May 20, 2020 4:47 pm

Subject: Monterey Road Complete Street Improvements/Lane Reduction Review

May 20, 2020



Monterey Road Complete Street Improvements/Lane Reduction Review

Due to the COVID-19 crisis and requests from local business owners, the Morgan Hill City Council will be reviewing the potential of converting Monterey Road through the Downtown to an alternative configuration. This includes the potential of reducing the lanes running through the Downtown. The Council will be reviewing options for reconfiguration of Monterey Road at the June 3rd City Council Meeting. It is anticipated that the Council will receive the background information and alternative options from City staff at the meeting and may choose to provide direction.

In preparation for the City Council meeting, discussion on this topic will be the focus of the City's May 28th Town Hall Meeting.

The City completed the Monterey Road Complete Street Pilot Project in 2015. This project reduced one travel lane in each direction to determine if the configuration would slow traffic, improve safety, and increase mobility, vibrancy and economic vitality in the Downtown Area. Ultimately, the City Council elected not to keep this configuration.

Attachment: Email from Matt Wendt [Revision 1] (2758 : Monterey Road Complete Streets/Lane Reductions)

Visit our Website

Virtual Town Hall
May 28, 2020
5:30 p.m. - 6:30 p.m.

The focus for this Virtual Town Hall will be Monterey Road Complete Street Improvements/Lane Reduction.

To join the virtual meeting:

<https://bit.ly/Communitytownhall> or call: (669) 900-9128 and enter Webinar ID: 841 849 915

City Council Meeting
June 3, 2020
7:00 p.m.

It is anticipated that the Council will receive the background information and alternative options from City staff at the meeting and may choose to provide direction.

To join the virtual meeting:

<https://bit.ly/060320CityCouncilMeeting> or call: (669) 900-9128 and enter Webinar ID: 838 6356 6504

The agenda, including the staff report for the Monterey Road Complete Street Improvements/Lane Reduction Review will be available at the following link once posted on Friday, May 29th. <http://morganhillca.iqm2.com/Citizens/Default.aspx>

We encourage all residents to participate in the above meetings and/or to reach out to us directly.

Contacts for this project are:

Chris Ghione, chris.ghione@morganhill.ca.gov
 Maureen Tobin, maureen.tobin@morganhill.ca.gov

We look forward to hearing from you.

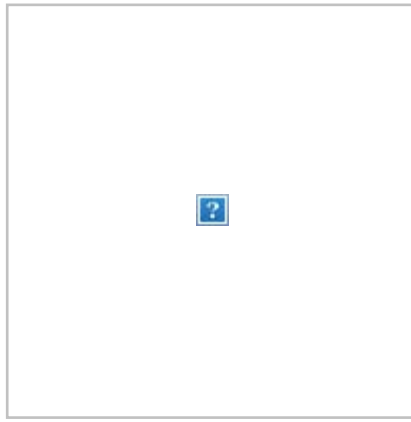
City of Morgan Hill | 17575 Peak Avenue, Morgan Hill, CA 95037

[Unsubscribe tlcs2@verizon.net](mailto:tlcs2@verizon.net)

[Update Profile](#) | [About Constant Contact](#)

Sent by maureen.tobin@morganhill.ca.gov in collaboration with

Attachment: Email from Matt Wendt [Revision 1] (2758 : Monterey Road Complete Streets/Lane Reductions)



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From: [Chris Ghione](#)
To: [Gloria Specchiali](#)
Cc: [Maureen Tobin](#)
Subject: RE: Monterey road
Date: Thursday, May 21, 2020 4:30:50 PM

Hi Gloria,

The City Council asked for a review of the option. No decision has been made. We do appreciate the comment and your thoughts. We hope you will join the conversation at the Town Hall next Thursday, May 28 @ 5:30 pm and the City Council meeting on June 3 @ 7 pm.

Thank you,
 Chris

Chris Ghione
 Public Services Director
 Engage With Us!

City of Morgan Hill
 Community Services, Engineering and Utilities
 17575 Peak Avenue, Morgan Hill, California, USA 95037

P: 408.782.9154 | C: 408.427.6196
chris.ghione@morganhill.ca.gov
morganhill.ca.gov | [facebook](#) | [twitter](#)

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-----Original Message-----

From: Gloria Specchiali <glorspec@yahoo.com>
 Sent: Thursday, May 21, 2020 3:59 PM
 To: Chris Ghione <Chris.Ghione@morganhill.ca.gov>
 Subject: Monterey road

I can't believe that you are thinking of doing the same stupid thing you have done before how many times. Covid has nothing to do with the road.

Sent from my iPad

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Attachment: Email from Matt Wendt [Revision 1] (2758 : Monterey Road Complete Streets/Lane Reductions)

From: [Gloria Specchiali](#)
To: [Maureen Tobin](#)
Subject: Monterey road
Date: Thursday, May 21, 2020 3:59:33 PM

Please tell me that they aren't that stupid to do it again and again!!!!!!!
Sent from my iPad

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Attachment: Email from Matt Wendt [Revision 1] (2758 : Monterey Road Complete Streets/Lane Reductions)

From: [D.H](#)
To: [Chris Ghione](#); [Maureen Tobin](#)
Subject: Monterey Rd thru downtown
Date: Thursday, May 21, 2020 3:34:25 PM

Hello,

I have just read the email regarding the possibility of once again reducing the number of traffic lanes through our downtown. I recall the "trial run" of this plan that took place not long ago and I must say that it is my very fervent hope that this will NOT become a permanent feature of our downtown area. I did not like it then - didn't appreciate the amount of increased traffic it created elsewhere in town and the hassle it created to be in or get through downtown - and I can't imagine it would be any better now, especially with the increase in our population as well as an increase in the number of people who drive through our town for various reasons.

Just my two-cents, for what it's worth.

Mrs. Daryn Honda
-Resident of MH since 1994

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From: [Susan Koepp-Baker](#)
To: [Maureen Tobin](#)
Subject: Monterey/Downtown
Date: Thursday, May 21, 2020 9:32:08 AM

I was a part of many discussions regarding angle parking, bike lanes, alternative dining, etc. when we sought answers to the Downtown Plan. Some things worked when we tried them, and some definitely did not. But with that experience in mind, I'd like to offer a thought for consideration.

In the 90's William Bacon was a very foresighted planning director who revamped Philadelphia's downtown and water front with the aim of rehabbing old structures to create more living/working spaces, etc. with rejuvenation, jobs and increased sales tax revenues as a desired end game. He started a traffic bypass program on Chestnut Street, one of the oldest, most revered areas of the City. Took a while to get the kinks out, but the City eventually adopted a plan that diverted traffic on Chestnut on Friday, Sat, and Sunday. Pedestrian traffic only allowed the stores to do expanded sidewalk sales and restaurants to greatly expand their table space. The tables, etc. had to be moved into and out of the street, and trucks were allowed to do deliveries early in the morning. The rest of the week, it was traffic as usual.

Haven't been back in a bit so I don't know if it is still in place, but I'll PM Kathy Sullivan who moved back home to see. And, a note, William Bacon was Michael and Kevin Bacon's dad. Sue Koepp-Baker

Sent from [Mail](#) for Windows 10

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From: [Gregg Fisher](#)
To: [Chris Ghione](#); [Maureen Tobin](#)
Subject: Monterey Rd Lane Reduction due to COVID-19
Date: Wednesday, May 20, 2020 5:01:03 PM

Hi Chris / Maureen,

There has been talk about reconfiguring Monterey Rd downtown to accommodate “al fresco” dining to help out the local restaurants. I think that this is a great idea on a temporary basis and maybe it should be tried on a Friday, Saturday, and Sunday. I feel that it should be a complete closure as having one lane of traffic zooming past when sitting at a table would not be ideal. I feel that this is doable now that the traffic has lightened up and there isn’t the volume of cut-through traffic as we’re used to when the freeway backs up. However, I do not feel that a permanent configuration with only one lane in each direction would be a good idea as it will cause a traffic nightmare once the regular volume of traffic returns.

I probably won’t be able to make the June 3 council meeting, so I thought that I would provide my input here.

Thank you.
Gregg Fisher

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CITY COUNCIL STAFF REPORT

MEETING DATE: June 3, 2020

PREPARED BY: Adam Paszkowski, Principal Planner
APPROVED BY: City Manager

PROVIDE DIRECTION REGARDING REVIEW OF HIGH SPEED RAIL ENVIRONMENTAL IMPACT REPORT/STUDY

RECOMMENDATION(S)

Receive an update and provide input on the High Speed Rail Environmental Impact Report/Study (EIR/EIS) Analysis.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment and Preserving
Open Space and Agricultural Land
Maintaining Infrastructure

2020-2021 Strategic Priorities

Economic Development
Transportation

GUIDING DOCUMENTS

Bikeways
Trails
Parks and Recreation Masterplan
Downtown Specific Plan
Economic Blueprint
General Plan/Housing Element
Public Safety Master Plan

REPORT NARRATIVE:

On April 15, 2020, the City Council approved a contract with David J Powers & Associates (DJP&A) to review the High-Speed Rail project Draft Environmental Impact Report/Study (EIR/EIS) released on April 24, 2020.

DJP&A assembled a team of sub consultants to assist with technical analysis in the areas of Noise and Vibration (Illingworth & Rodkin, Inc.), traffic and circulation/emergency response impacts (Hexagon), Civil Engineering (BFK) and Urban Design (Perkins & Will). The team has been reviewing the technical reports and are preparing a draft response for the City's review and consideration. The comment period deadline to submit a response to for the EIR/EIS has been extended from the original 45-days period to 60-days, with a submittal deadline date of June 23, 2020.

The purpose of this report is to provide the City Council with an update on the status of the review and assessment to date, highlight key issues that have been identified, and provide the opportunity for City Council and community to provide feedback on the

current analysis. The team will also share the review with the community at the next community town-hall meeting on June 4, and will finalize a response for Council's review and approval for the June 17 meeting.

Background

CHSRA is the State Agency responsible for planning, designing, and constructing the California High Speed Rail system that will connect the San Francisco Bay Area to Los Angeles (eventually from Sacramento to San Diego) with a train system. The approximately 90-mile segment that contains Morgan Hill is the San Jose to Merced portion of the overall project.

Over the past few years, the CHSRA has been preparing the environmental review for the San Jose to Merced segment in compliance with the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) policies and procedures. The Authority has identified three possible alignments through Morgan Hill.

1. Viaduct West of Highway 101 - Elevated
2. Embankment Adjacent to UPRR Tracks - on a berm with grade separations
2. Viaduct West of Highway 101 - Elevated
3. Blended, At-grade within UPRR Right-of-Way - No Grade Separations

CHSRA has identified the blended, at-grade within UPRR right-of-way as the preferred alignment. However, the Draft EIR/EIS analysis will review all alternatives.

The City issued a request for proposal (RFP) on March 10, 2020 to solicit technical support and assistance with the review of the Draft EIR/EIS. The City only received one response to the RFP, from DJP&A.

On April 15, 2020, the City Council approved a contract with DJP&A to assist the City in reviewing the Draft EIR/EIS and prepare a response that identifies appropriate, feasible, effective and enforceable mitigation measures with a special focus on:

- o Noise and Vibration
- o Traffic and Circulation
- o Emergency Response Impacts
- o Urban Design and Planning
- o Pedestrian Access and Connectivity
- o Aesthetics
- o Land Use and Economic Development Impacts

DJP&A is in an ideal position to assist the City with this task as this firm had previous experience working with the City of Morgan Hill on various projects and specifically on High Speed Rail (HSR) preliminary technical documents and analysis of the alignments.

Analysis

DJP&A, in collaboration with a consultant team and City staff, is reviewing the four HSR

alignments proposed within the San Jose to Merced Draft EIR/EIS identified above. While DJP&A is reviewing the entire document, the focus of the analysis is on High Speed Rail's Preferred Alternative- known as "Alternative 4, the at-grade blended alignment." The review is focused on traffic operations, safety, noise, vibration, aesthetics, cultural and historic resources, and City facilities.

Attachment 1 provides DJP&A's initial analysis of the HSR EIR/EIS.

Below is a high-level summary of the key issues that have been identified as part of the review:

Visual

Alternatives 1 and 3 are identical through Morgan Hill and propose an aerial structure adjacent to 101 that would traverse a residential neighborhood west of US 101 between the East Main Street overcrossing and East Dunne Avenue interchange, passing immediately adjacent to homes for about 0.5 mile. The height, length, and concrete construction of the aerial structure would contrast with the scale and materials of the existing residential structures. Additionally, the project would remove (or impact) half a block of homes and landscaping from the streetscape, and impacting the visual characteristic of the residential neighborhood. This alternative also will limit the visibility of the Honda Car Dealership from US 101.

Alternative 2 envisions the HSR tracks on an embankment along the east side of the Union Pacific Railroad (UPRR) tracks. Monterey Road would need to be shifted to the east to make room for the HSR tracks north of Cochrane Road. Railroad Avenue would need to be shifted to the east to make room for the HSR tracks south of Barrett Avenue. The bridge at Butterfield Boulevard would be extended to cross an at-grade portion of HSR and the realigned Railroad Avenue. All streets that currently cross the Caltrain/UPRR tracks at-grade would be rebuilt as underpasses (grade separated). The embankment for Alternative 2 creates a tall wall that runs the length of the City and blocks views to the west, including views towards El Toro Peak. The EIR suggests that the removal of buildings and trees, and the introduction of the embankment for HSR under Alternative 2 would somehow *improve* the visual character of this area. However, the embankment creates a visual barrier visible from Downtown streets, running through the City for several miles.

Alternative 4 (CHSRA's preferred alternative) would place the high-speed rail tracks within the existing UPRR right-of-way, in an at-grade, on a blended service system with Caltrain. This alternative maintains all current at-grade crossings but with four-quadrant barrier gates for added safety. The Morgan Hill Caltrain Station would be redesigned to accommodate new design standards and replace the at-grade crossing with a new pedestrian/bicycle underpass. The design of the Station, especially the design of the underpass, would have to be well thought out to ensure safety and comfort.

Traffic & Circulation:

The project will have an adverse impact on numerous intersections (see table below) with no concrete mitigation across any of the alternatives. The "gate down" time is

anticipated to be approximately up to 28 minutes of the hour during peak time, but it is not clear if it is inclusive of all future rail traffic, including freight and Amtrak, anticipated by 2040. The reports state significant impact to emergency response time with no clear mitigations.

Number of Intersections Affected by Each Alternative								
	2029				2040			
	Alt 1	Alt 2	Alt 3	Alt 4	Alt 1	Alt 2	Alt 3	Alt 4
Diridon	14	14	14	9	26	26	26	11
Monterey	23	23	23	5	25	26	25	5
Morgan Hill-Gilroy	9	12	4	13	8	13	2	15

Under Alternative 4, grade separating Dunne, Tennant and Tilton Avenues would alleviate traffic and circulation impacts. These intersections would be grade separated under Alternative 2.

Noise & Vibration

The greatest amount of noise and vibration impacts occur in the UPRR/Downtown HSR options (Alternatives 2 & 4), with the highest impacts being for Alternative 2 due to the elevated railway on the embankment, followed by the at-grade Alternative 4. Alternative 2 would impact roughly 1,000 properties and Alternative 4 about 800 properties. Alternatives 1 and 3 (identical through Morgan Hill) would impact roughly 100 properties primarily along US101.

Number of Properties impacted by noise in Morgan Hill	
Alternatives 1 & 3	100
Alternative 2	1,000
Alternative 4	800

Alternative 4 has noise issues associated with train horn blasts sounding as each of the 176 trains per day pass through at-grade intersections. The horns will be sounding continuously given the speed and frequency of trains moving through the intersections. The amount of grade crossings in a densely populated, compacted Downtown area without grade separations would be unprecedented for any segment of the HSR. For operational noise, the primary mitigation strategy is the use of sound walls at various locations in Alternative 2 and 4. For mitigation, the EIR/EIS identifies the use of (10-foot high) noise barriers and Quiet Zones. High Speed Rail does not have jurisdiction to apply for quiet zones; this would be the City's responsibility.

The vibration impacts of Alternatives 1, 2, and 3 would be minimal, while Alternative 4, the at-grade blended option, would impact over 100 properties, mostly south of Tennant to the City's southern boundary. Grade separations would improve noise impact from horn blasts because there is no need to sound a horn at grade-separated crossings.

Cultural Resources:

There are four historic resources identified in Morgan Hill area that could potentially be affected by the construction and/or operation of the HSR alignments. Those four resources are as follows:

1. Madrone Underpass, UPRR underpass structure for Monterey Road crossing
2. Villa Mira Monte, 17860 Monterey Rd, Victorian Stick-style residence.
3. Church of Christ, 17098 Monterey Rd, Arts and Crafts-style church.
4. Cribari Winery, 18980 Monterey Rd, L-plan Craftsman-style building.

The impact to these cultural resources ranges from noise and vibration impacts and varies depending on the alternative.

Property	Impact	Alternative
Madrone Underpass	The Madrone underpass would be demolished and replaced by a new box girder overpass structure	4
Villa Mira Monte	No increased vibration that could cause adverse change. Construction noise.	2, 4
Church of Christ	None or less than significant impact.	-
Cribari Winery	The Cribari Winery would have to be demolished to accommodate the new Monterey Road	2

The Morgan Hill Historical Society (MHHS) has provided direct input to the CHSRA for the impacts to the Villa Mira Monte property (Attachment 2).

4(f) City Facilities

There are six properties identified as '4(f)' facilities in Morgan Hill potentially affected by the HSR alignments. Section 4(f) properties are publicly owned lands of a park, recreation area, or wildlife and waterfowl refuge; or a historical site, publicly or privately owned, that is listed or determined eligible for listing in the National Register of Historic Places (NRHP). These 4(f) facilities in Morgan Hill potentially affected by HSR are:

1. Morgan Hill Community and Cultural Center (CCC)
2. Morgan Hill Outdoor Sports Center (OSC)
3. Morgan Hill Aquatics Center (MHAC)
4. Villa Mira Monte
5. Madrone Underpass
6. Sanchez Park

Property Impact Alternative		
CCC	Construction and operational noise impacts. Additionally, property right-of-way impacts from grade separation under Alternative 2.	2 & 4
OSC	No significant noise or vibration impacts.	-
MHAC	No significant noise or vibration impacts.	-
Villa Mira Monte	No increased vibration that could cause adverse	2,4

	change. Construction noise.	
Madrone Underpass	The Madrone underpass would be demolished and replaced by a new box girder overpass structure	4
Sanchez Park	Some visual and noise impacts, but not significant.	4

COMMUNITY ENGAGEMENT: Inform

The Draft EIR/EIS and many of the associated documents were made available to the public on April 24, 2020. The public can visit [High Speed Rail Authority Website](#) for more information.

The CHSRA will receive public comment on the EIR from April 24th through June 23rd.

The City of Morgan Hill will host a virtual community townhall meeting on June 4, 2020 and will present draft comment letter to City Council on June 17, 2020.

CHSRA has been holding community open houses (virtual meetings) in San Jose, Morgan Hill, and Gilroy to present updates on the project and get input on the San Jose to Merced Project Segment. The City of Morgan Hill has a [project web page](#) that provides basic information on the project and links to the HSR website for additional information.

Comments can be submitted at the open houses or

Email: mailto:san.jose_merced@hsr.ca.gov or

Mail: Northern California Regional Office California High-Speed Rail Authority

100 Paseo De San Antonio, Suite 300

San Jose, CA 95113

[HSR EIR/EIS factsheet.](#)

ALTERNATIVE ACTIONS:

The Council may choose to provide different direction to staff on the preliminary assessment of the HSR EIR/EIS review.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On April 15, 2020, the City Council authorized the City Manager to execute and administer a consulting agreement with DJP&A to respond to CHSRA's EIR/EIS associated with the San Jose to Merced Project segment for an amount not to exceed \$104,772.

FISCAL AND RESOURCE IMPACT:

There is no direct fiscal impact to receiving this update report. HSR EIR/EIS review and comment is an activity included in the City staff's workplan.

CEQA (California Environmental Quality Act):

Not a Project.

By the definition provided in the CEQA Guidelines Section 15378, this item does not qualify as a “project” and is therefore exempt. This report is providing a high-level summary of the review of an environmental impact report.

LINKS/ATTACHMENTS:

1. HSR Draft Comments and Layouts
2. Letter from Morgan Hill Historical Society



**San Jose to Merced Project Section
High-Speed Rail EIR/EIS Review
on Behalf of City of Morgan Hill
May 22, 2020**

David J Powers and Associates (DJP&A) and our subconsultants have reviewed the four alignments proposed in the San Jose to Merced Draft EIR/EIS, as they pertain to Morgan Hill. Alternative 4, a blended at-grade alignment through the City of Morgan Hill, was identified by the California High-Speed Rail Authority (CHSRA) as their Preferred Alternative in this Draft EIR/EIS. The consultant team's focus was on Traffic operations, safety, noise/vibration, aesthetics, cultural resources, and City '4(f)' facilities.

The four alternatives are briefly summarized below.

- **Alternative 1:** The proposed high-speed rail tracks would run on a viaduct adjacent to US 101 through Morgan Hill. This alternative has a station in downtown Gilroy.
- **Alternative 2:** The proposed high-speed rail tracks would run through downtown Morgan Hill on an embankment along the east side of the Union Pacific Railroad (UPRR) alignment. Monterey Road would need to be shifted to the east to make room for the HSR tracks north of Cochrane Road. Railroad Avenue would need to be shifted to the east to make room for the HSR tracks south of Barrett Avenue. The bridge at Butterfield Boulevard would be extended to cross an at-grade portion of HSR and the realigned Railroad Avenue. All streets that currently cross the Caltrain/UPRR tracks at-grade would be rebuilt as underpasses.
- **Alternative 3:** This alternative is the same as Alternative 1 within Morgan Hill. In this alternative the Gilroy station would be east of US 101.
- **Alternative 4 (HSR Preferred Alternative):** The proposed high-speed rail tracks would run through downtown Morgan Hill at-grade in blended service with Caltrain in the existing UPRR right-of-way. All current at-grade crossings would be maintained but with four-quadrant barrier gates for added safety. A new pedestrian/bicycle underpass would be provided at the Morgan Hill Caltrain Station.

In commenting on the EIR/EIS, the City should confirm whether it views itself as a Responsible Agency. The City's typical options in reviewing particular aspects of the EIR are to

- request more information to understand how the EIR reached a conclusion or conducted an analysis,
- request alternative or enhanced mitigation that it believes better addresses an issue or would be more in keeping with the manner the City normally addresses an environment matter,
- or request modifications/enhancements of the project alternatives to improve conditions for the City's residents and businesses and reduce impacts on City operations.

Sections 3.2 Transportation and 3.11 Safety

- Roadway Crossings - The City should request a table showing the complete list of all roadways within Morgan Hill crossed by HSR and whether they are at-grade or grade-separated under each of the four alternatives.
- Table 3.2-14 lists the many roadways that will be closed or modified by the project. The DEIR provides no analysis of the impacts of traffic being redistributed to other roadways. The only “analysis” is the following statement on page 3.2-50: “Permanent roadway closures and roadway modifications associated with project construction would cause shifts in travel patterns. Decreased capacity at key intersections and roadways, particularly on Monterey Road, would cause trips to shift from surface streets to freeways or other parallel roadway facilities.”
- Tables 1 and 7-10 in Appendix 3.2-A present existing levels of service. No information is provided as to what year these data represent.
- Pages 3.2-62 – 3.2-64 state that the project would result in adverse impacts at numerous intersections in the Diridon Approach, Monterey Corridor, and Morgan Hill-Gilroy Subsections, summarized as follows:

	2029				2040			
	Alt 1	Alt 2	Alt 3	Alt 4	Alt 1	Alt 2	Alt 3	Alt 4
Diridon	14	14	14	9	26	26	26	11
Monterey	23	23	23	5	25	26	25	5
Morgan Hill-Gilroy	9	12	4	13	8	13	2	15

However, MM-TR-MM#1 on pages 3.2-94 – 3.2-95 provides no details on how these impacts will be mitigated.

- What is the basis for using a 30-second increase in emergency vehicle response time as significant?
- The existing setting section for City of Morgan Hill does not use the most updated data and needs to be revised. The City should transmit the most updated data to HSR for inclusion in the EIR.
- SS-MM-#4 (begins on page 3.11-81): MM provides no concrete mitigation.
- What are the total trains (both directions) in the year 2040 peak hour between San Jose and Gilroy? Include HSR, Caltrain, Amtrak, and freight.

The following recommendations are included as follows:

- The EIR should explain all project impacts to study intersections in detail and describe what the proposed mitigations would be.
- The analysis should note the new planned intersection at Dunne Avenue and Depot Street/Church Avenue.
- At future grade separations, the analysis should consider a design speed lower than 45 mph to enable the underpasses to be shorter and not affect as many properties.
- The closure of Depot Street at Main Avenue would not align with Morgan Hill circulation goals.
- The closure of Saint Agatha Lane under Alternative 2 should be noted in the EIR.

- The HSR bridge over Monterey Road should be built to accommodate future widening of Monterey Road under Alternative 2 as per the *Morgan Hill 2035 General Plan*.
- Hexagon recommends a grade separation at Dunne Avenue to address potential queuing issues, project impacts along Main Avenue, and emergency response time delays due to increased gate-down time under Alternative 4.
- Hexagon recommends a grade separation at Tennant Avenue to address potential queuing issues and emergency response time delays due to increased gate-down time under Alternative 4.
- Hexagon also recommends a grade separation at Tilton Avenue to mitigate the project impact at Monterey Road and Tilton Avenue under Alternative 4.

Please find the attached memorandum from Hexagon (Attachment A) for more information related to Traffic/Circulation issues.

DRAFT

Chapter 3.4 Noise & Vibration

One challenge for the City of Morgan Hill is that given the length of the analysis from San Jose to Merced, the analysis is broken up into corridors, which include multiple jurisdictions of cities and unincorporated areas. As a result, the sections do not quite align with city limits so that additional information is needed to more precisely assess the impacts in the City of Morgan Hill. However, given the information provided, the impacts can be estimated with an indication that actual impacts in the City may be slightly more or less. Similarly, of the existing noise data identified as being in the Morgan Hill to Gilroy section, only a portion is in Morgan Hill. Properly quantifying the existing noise levels is an important aspect of the assessment as impact is defined on the basis of increases in level over the existing conditions.

Illingworth & Rodkin, Inc. provided a detailed analysis (Attachment B) of the EIR/EIS as it pertains to the noise and vibration impacts disclosed within Morgan Hill. For each of the four alternatives, Table 1 of Attachment B tabulates the affected properties within the City affected by segment location, number of properties, and the severity of impact. In very general terms as shown in this table, the greatest number of noise and vibration impacts for the City of Morgan Hill occurs in the UPRR/Downtown HSR options, with the highest being for Alternative 2 due to the elevated railway on the embankment, followed by the at-grade Alternative 4. Alternatives 1 and 3 (identical through Morgan Hill) would impact roughly 100 properties primarily along US101, while along the existing UPRR corridor, Alternative 2 would impact roughly 1,000 properties and Alternative 4 about 800 properties.

The vibration impacts of Alternatives 1, 2, and 3 would be minimal, while Alternative 4, the at-grade blended option, would impact over 100 properties, mostly south of Tennant to the City's southern boundary.

Specific issues to be confirmed with HSR include:

- Eleven noise monitoring locations were identified as being applicable to the City of Morgan Hill. Of these, only eight are actually in the City: N101 through N108. Two are problematic for assessing the existing levels: N100 and N109. Location N100 indicated considerably higher levels than the others, 81 dBA Ldn, compared to the range of 68 to 73 Ldn for the other measurement locations. N100 is approximately 3.7 miles from the City of Morgan Hill northwest boundary. Location N109, which was southeast of the city boundary and east of US 101, indicated considerably lower levels, 57 dBA, compared to the range. From the Noise and Vibration Technical Report, it cannot be determined if these data effected the estimation of the existing levels within the City of Morgan Hill. In order to determine this, the City should request the results of existing noise level modeling done within Morgan Hill.
- Please confirm that "moderate" impacts listed in Section 3.4 are considered less-than-significant impacts under CEQA and, therefore, mitigation is not required.
- Need table similar to Table 3.4-17 that shows impacts assuming Quiet Zones are in place.
- Will HSR use track ballast containing shredded rubber tires (as does VTA light rail) to reduce vibration impacts?
- For operational noise, the primary mitigation strategy is the use of sound walls at various locations for Alternative 2 and 4. These reduce the number of moderate impacts of Alternative 2 to zero and the number of severe impacts to 26 in Morgan Hill. For Alternative 4, the

moderate impacts are also zero and with only two severe impacts. There is insufficient detail to determine if the impacts in Alternatives 2 and 4 could be lowered by increasing wall height, using absorptive facings, or more novel barrier designs. For Alternative 4, the two severe impacts are eliminated with the use of a quiet zone. It should be noted that the feasibility and reasonableness of these barriers have only been initially evaluated and that these need to be re-evaluated in more detail before they are actually included in the project.

- Figure 3.4-41 shows ten noise barriers (heights of 10-14 feet) in the Morgan Hill area under Alternative 4. However, Figure 3.4-44 shows only four noise barriers (10-foot heights) in the Morgan Hill area under Alternative 4 with Quiet Zones in place. Our understanding is that these “potential barriers” are not the same as the “proposed barriers” of Figure 3.4-41 and the City is responsible for initiating the quiet zones. Are the quiet zones in addition to the NV-MM#3 measure? Can HSR provide more information for the City to understand what is actually being proposed.
- The EIR should provide a discussion specific to the issues with train horn blasts sounding as each of the 176 trains per day pass through intersections at-grade in Downtown Morgan Hill with Alternative 4. Given the need to sound the horn prior to crossing each at-grade intersection, and the speeds at which the trains are moving, the horns will be sounded nearly continuously as they pass through intersections a matter of seconds apart. This will apparently be unprecedented for any segment HSR has studied so far, to have so many at-grade crossings in a densely populated Downtown area and the need to sound horns at each crossing. The cumulative effect of this should be described over the course of a day on affected residences and businesses. Given the noise barriers are not present at intersections, this noise will escape into the adjacent neighborhood and business district.
- In Table 1 of Attachment B of this memo, operational vibration impacts are noted in Alternatives 2 and 4. Mitigations are to be designed and implemented during the final design. The City of Morgan Hill should request the location of these impacts and specific mitigation would be applied. In several places in the documents, the EIR/EIS implies further analysis will be done for vibration as well as noise. The timing and extent of these evaluations should be clarified to the City.

Please find the attached memorandum from I&R (Attachment B) for more information related to Noise issues.

Chapter 3.16 Aesthetics and Visual Quality

Given the EIR/EIS evaluates nearly 90 miles of HSR alignments, the analysis of aesthetics is at a very high level, and in Morgan Hill only two ‘landscape units’ and four ‘Key View Points’ (KVPs) are identified. This section of the EIR/EIS also evaluates changes in lighting.

-US 101 Landscape Unit, Walnut Grove KVP, East Dunne Avenue KVP

The US 101 Landscape Unit (illustrated on EIR Figure 3.16-9) extends along US 101 from just north of Burnett Avenue in Morgan Hill to just north of Buena Vista Avenue in Gilroy. The EIR claims the existing visual quality in the US 101 Landscape Unit is “moderate”.

Alternatives 2 and 4 would not pass through this landscape unit in Morgan Hill and would therefore have no impacts on visual quality.

Alternatives 1 and 3 would be the same as they pass through Morgan Hill and would be visible within the Morgan Hill portion of the US 101 Landscape Unit. The aerial structure would rise to heights of more than 60 feet above grade to pass over roads and interchanges and would be taller than surrounding homes, offices, and other buildings in the area.

The EIR provides existing and simulated views of Alternatives 1 and 3 at two locations in Morgan Hill along US 101 to illustrate views (excerpted below) from travelers and from residential viewers. Alternatives 1 and 3 would traverse a residential neighborhood west of US 101 between the East Main Street overcrossing and East Dunne Avenue interchange, passing immediately adjacent to homes for about 0.5 mile. The height, length, and concrete construction of the aerial structure would contrast with the scale and materials of the existing residential structures as illustrated on Figure 3.16-33, KVP 17, at Walnut Grove Drive in Morgan Hill.



KVP 17—Alternatives 1 and 3 Simulation

The aerial structure would remove half a block of homes and landscaping from the streetscape, affecting highly sensitive residential viewers and diminishing the residential character of the view, reducing the visual quality at KVP 17 from moderate to low. The EIR claims, however, the change in visual quality at this KVP is not typical of the changes to the visual quality for the US 101 Landscape Unit because residential views are present in less than 5 percent of the landscape unit, and therefore the impact is not significant. Figure 3.16-34 (KVP 18), is more typical of the character of the landscape unit. It illustrates a view toward the freeway from travelers on East Dunne Avenue.



KVP 18—Alternatives 1 and 3 Simulation

For Alternatives 1 and 3, the EIR claims the impact under CEQA would be less than significant because the introduction of aerial infrastructure would not substantially degrade the existing visual quality in the US 101 Landscape Unit. Although visual quality would decrease, the majority of viewers would be travelers with moderate viewer sensitivity who would not respond to the change in existing visual character or quality of the site and its surroundings. Therefore, the EIR claims the project does not require mitigation. Yet, the EIR, Pg. 3.16-159, acknowledges impacts would be greater where the HSR is on viaduct and the scale of the infrastructure dominates the existing landscape, which would certainly be true for the neighborhood west of US 101.

Recommendation: The City could dispute the EIR's conclusion and request whatever design enhancements and additional landscaping it feels (perhaps based on community input) would be helpful in reducing the visual effects of the aerial viaduct on this neighborhood, which will be substantial, as the EIR concedes the visual impact by acknowledging the residential character will be 'low' as a result of the viaduct. The neighborhood west of 101 would be substantially affected visually, losing views of the Diablo range. The City could disagree with this conclusion as it pertains to MH. Additionally, for travelers passing through the City on US101, this structure will be a substantial part of their visual experience and feeling about the City, so it should be as attractive as possible if built.

- Morgan Hill–San Martin Landscape Unit, Peebles Avenue KVP, Morgan Hill Caltrain Station KVP

The Morgan Hill-San Martin landscape Unit encompasses the portion of Morgan Hill that runs on either side of the UPRR right-of-way, and includes views from Monterey Road and the Downtown area, including the Caltrain Station.

Alternatives 1 and 3 would not pass through the portion of this landscape unit present in Morgan Hill.

Under Alternative 2, the fill for the approaches where grade separations would pass over the HSR and UPRR would block views from adjacent property. The grade separations would be visually similar to the grade separations along US 101 or where Butterfield Boulevard crosses the UPRR south of downtown Morgan Hill. The addition of at-grade tracks with associated OCS and other rail infrastructure would not block distant views, but the scale and size of roadway overcrossings would dominate and block some views. The addition of HSR to the east of the UPRR right-of-way would expand the rail corridor into some natural areas, requiring the removal of some trees.

EIR Figure 3.16-35, illustrates a view of Alternative 2 along Monterey Road in northern Morgan Hill at the KVP identified as 'Peebles Avenue'. All of the Keesling's Shade Trees have been removed for the HSR. The embankment for the HSR blocks views to the west, including views towards El Toro Peak. Inexplicably, the EIR claims the removal of buildings and trees and the introduction of the embankment for HSR would somehow *improve* the visual character of this area, claiming the visual quality increases to 'moderate'.



KVP 19—Alternative 2 Simulation

Recommendation for Peebles Avenue KVP: This conclusion regarding the visual change being an improvement at Peebles Avenue/Monterey Road is debatable, and the City could request additional measures to improve the visual quality of the embankment. The Keesling Trees, in particular, are a recognized visual resource along Monterey Road that links the City with Coyote Valley, and their loss should be mitigated in some way.

At the Morgan Hill Caltrain Station KVP, Figure 3.16-36, KVP 20, illustrates a simulation of Alternative 2 through Morgan Hill. In the image, both the UPRR/Caltrain and high-speed railways would be elevated on a low retained berm. The HSR would incorporate local design elements in landscaping and design embellishments to improve the aesthetic appeal of the HSR infrastructure (AVQ-IAMF#1). The view

across the tracks would be blocked by the retaining wall, limiting views of the trees on the far side of the railway corridor, but still allowing distant views to the Diablo Range. Vines would climb the retaining wall, slightly softening its appearance. The EIR claims the retail viewers walking around the downtown would experience a decline in visual quality from 'moderately high' to 'moderate' under Alternative 2 at the Morgan Hill Caltrain Station KVP 20.



KVP 20—Alternative 2 Simulation

Recommendation for Caltrain Station KVP: The retaining wall/embankment on which the HSR Alternative 2 would operate would be a significant visual change through the City. The City could disagree with this conclusion as it pertains to the Alternative 2 raised tracks, which create a significant visual barrier visible from downtown streets, running through the City for several miles. The City could request whatever design enhancements and additional landscaping it feels (perhaps based on community input) would be helpful in reducing the visual effects of the embankment beyond the planting of vines.

Alternative 4 has less impact on the visual character of the City than Alternative 2 given the tracks are at-grade. At the Peebles KVP, Figure 3.16-35, illustrates a typical view of Alternative 4 along Monterey Road in northern Morgan Hill. Very little would change in this view, with the railway configured to support UPRR and blended HSR/Caltrain operations. The Keesling's Shade Trees would remain, separating the roadway from the rails. A tall fence would be visible but would not obscure views across the railway. All buildings would remain, and there would be no changes to Monterey Road.



KVP 19—Alternative 4 Simulation

At the Caltrain Station KVP, Figure 3.16-36, illustrates the expansion of the Morgan Hill Caltrain Station to accommodate expansion of the existing railway to support UPRR and blended HSR/Caltrain service. A third track for UPRR would be added to the east side of the railway. Overall visual quality would be unchanged, and the impact less than significant. Within the Caltrain Corridor portions of Alternative 4, noise barriers would be installed within the fenced areas of the existing Caltrain right-of-way, which is often shielded from view by fencing or landscaping. Per Mitigation Measure AVQ-MM#7, as part of the final design and construction management plan, the Authority would work with local jurisdictions to develop the appropriate noise barrier style and treatments for visually sensitive areas, to reduce the visual effect of barriers on adjacent land uses.



KVP 20—Alternative 4 Simulation

Recommendation: The City should work with the Authority to develop appropriate noise barrier style and treatments.

-Permanent Direct Impacts on Nighttime Light Levels from Trains

Where HSR trains run elevated on viaducts, adjacent to residential areas, the spillover of light from passing trains and maintenance equipment would increase nighttime light levels. Trains operating at

night would contribute a regular and repeated source of light. Train lights would be directed toward the guideway. Nighttime maintenance activities along the alignment would introduce lighting from slow-moving maintenance vehicles. In residential areas, the HSR light sources would increase nighttime light levels.

While contributing little to overall light levels, the moving lights would be evident where existing light levels are moderate to low and highly sensitive residential viewers are present. Alternatives 1 and 3, running on viaduct from west of US 101 in Morgan Hill, would have more light spillover into residential areas, resulting in more impacts from increased light levels than Alternatives 2 and 4, which would run at grade along the UPRR tracks where trains already are operating, and have train light spillover contained by existing vegetation and noise barriers. Alternative 4 would operate in blended service with Caltrain in urbanized areas, with lights from HSR similar to lights from existing passenger and freight service, resulting in the least impact of the four alternatives.

The EIR concludes Alternatives 1, 2 and 3 would have a significant and unavoidable impact under CEQA because the spillover from HSR trains operating on elevated viaducts and embankments would create a new source of substantial light, increasing nighttime light levels in residential areas, and could be an annoyance to viewers. Mitigation measures to address this impact are identified in Section 3.16.9, CEQA Significance Conclusions. Section 3.16.7, Mitigation Measures, describes these measures in detail.

Alternative 4 would have a less-than-significant impact for lighting because HSR would operate in blended service with Caltrain through residential areas. The lights from HSR trains would be similar to the existing light from UPRR and Caltrain operations. Existing landscaping and noise barriers would contain light, resulting in no change to nighttime light levels and no effect on residential viewers.

Chapter 3.17 Cultural Resources

1. Potentially Affected Historic Properties in Morgan Hill

The EIR/EIS identifies six historic properties as within Morgan Hill, five listed within the NRHR/CRHR and one listed locally. However, two of the resources are actually in Coyote Valley, 585 Monterey Street (Stevens/Fisher House) and 9940 Monterey Street (Barnhart House). There are four historic resources identified in Morgan Hill that could potentially be affected by the construction and/or operation of the HSR alignments. Those four resources are as follows:

- Madrone Underpass**, UPRR underpass structure for Monterey Road crossing
- Villa Mira Monte**, 17860 Monterey Rd, Victorian Stick-style residence.
- Church of Christ**, 17098 Monterey Rd, Arts and Crafts-style church.
- Cribari Winery**, 18980 Monterey Rd, L-plan Craftsman-style building.

2. Impacts to Morgan Hill Historic Properties

-Madrone Underpass

Under **Alternatives 1 and 3**, the project footprint is approximately 4,200 feet northeast of the resource. No physical alteration of the resource or its setting would occur under Alternatives 1 and 3, nor would construction activities increase vibration within 50 feet of the resource. There would be no impact under CEQA for Alternatives 1 and 3.

Under **Alternative 2**, new HSR tracks on embankment would be constructed approximately 35 feet to the northeast of the plate girder bridge of the Madrone Underpass. The HSR crossing over Monterey Road would be above the lower end of the Madrone Underpass's north wing wall, but no physical alteration of the resource would be included in this work. With regard to construction vibration, under Alternative 2, construction activities would occur within 35 feet of the resource; however, given that this resource is already subject to vibration owing to its use as a roadway bridge, there is no potential that construction activities would diminish the characteristics that qualify it for listing in the CRHR. The impact would be less than significant under CEQA for Alternative 2.

Under **Alternative 4**, the HSR right-of-way would be placed on approximately 15-foot-high ballasted fill in the existing Caltrain right-of-way, which passes over the Madrone underpass. In order to accommodate the new HSR right-of-way in this location, the Madrone underpass would be **demolished** and replaced by a new box girder overpass structure, and the impact would be **significant and unavoidable** under CEQA for Alternative 4. With regard to construction vibration, under Alternative 4, the bridge would be demolished, eliminating the possibility of having vibration impacts.



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Figure 21 Built Resource Site 2127

-Villa Mira Monte, 17860 Monterey Rd

Under **Alternatives 1 and 3**, no project activities would occur within proximity of the historic property. The HSR alignment would be built approximately 4,950 feet northeast of Villa Mira Monte. Alternatives 1 and 3 would not change the setting and character-defining features that allow Villa Mira Monte to express its association with exploration and settlement of the Morgan Hill area, its association with Diana and Hiram Morgan Hill, or its significant Stick/Eastlake-style architecture. There would be no impact under CEQA for Alternatives 1 and 3.

Alternative 2 would include the following project components within and east of the existing rail right-of-way that forms the northeastern boundary of the legal parcel containing Villa Mira Monte: temporary construction easement (TCE) adjacent to the rear (east) of the legal parcel, which is the resource boundary; underground sewer utility relocation 40 feet from the resource; HSR right-of-way (ballasted track on retained fill, approximately 20 feet above grade, with additional 27-foot-tall OCS poles) 65 feet east of the resource boundary; and staging area 215 feet east of the resource. Under Alternative 2, no project components would occur within the historical resource boundary. While the HSR embankment would be visible from Villa Mira Monte, it would not hinder the resource's ability to convey its era of construction, associations with Diana and Hiram Morgan Hill, and distinctive and refined architectural style. The impact would be less than significant under CEQA for Alternative 2.

Under **Alternative 4**, the HSR right-of-way would be blended with the Caltrain tracks in the existing Caltrain right-of-way, which passes along the northeastern boundary of the legal parcel containing Villa Mira Monte. OCS poles 27 feet tall would be installed within the Caltrain and HSR right-of-way. The Caltrain right-of-way runs adjacent to the resource's eastern boundary. An area designated for temporary HSR access adjacent to the HSR right-of-way would extend approximately 20 feet into the resource boundary. However, the HSR access area would be in an area of the site that is currently undeveloped and is separated from the primary building by a distance of approximately 245 feet, such that it would not alter any of the resource's character-defining features. Sanitary sewer infrastructure would be relocated on the far side of the HSR right-of-way from the resource, approximately 60 feet northeast of the parcel containing Villa Mira Monte.

Under Alternative 4, the introduction of the HSR right-of-way and OCS poles within the existing Caltrain right-of-way, as well as the use of a limited and currently vacant portion of the resource for temporary HSR access, would represent a minor change in the characteristics and setting of Villa Mira Monte. The impact would be less than significant under CEQA for Alternative 4.

Under all four alternatives, project construction activities would occur a minimum of 245 feet from the northeastern boundary of the legal parcel that contains Villa Mira Monte. Under all four alternatives, there would be no construction activities within 50 feet of the Villa Mira Monte; thus, there would be no increased vibration that could cause substantial adverse change to this resource such that it would no longer qualify for the NRHP/CRHR. There would be no construction vibration impact under CEQA for Alternatives 1 through 4.



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Figure 22 Built Resource Site 2194

Attachment: HSR Draft Comments and Layouts (2761 : HSR EIR/EIS)

-Church of Christ, 17098 Monterey Rd

All four alternatives would have no effect on the property.

Under **Alternatives 1 and 3**, no project activities would occur within proximity of the historic property. The HSR alignment would be built approximately 5,150 feet northeast of the Church of Christ. There would be no impact under CEQA for Alternatives 1 and 3.

Under **Alternative 2**, the HSR right-of-way would be introduced approximately 725 feet northeast of the Church of Christ, where it would be placed on retained fill approximately 10 feet high, with additional 27-foot-tall OCS poles. The proposed roadwork would remain approximately 350 feet south of and 500 feet east of the church building. The impact would be less than significant under CEQA for Alternative 2.

Under **Alternative 4**, the HSR right-of-way would be blended with the Caltrain tracks in the existing Caltrain right-of-way, which are approximately 150 feet northeast of the legal parcel containing the Church of Christ, and approximately 650 feet northeast of the Church of Christ itself. OCS poles 27 feet tall would be installed within the Caltrain and HSR right-of-way. A quad gate would be introduced at the intersection of East Dunne Avenue and the HSR right-of-way, approximately 800 feet east of the Church of Christ. There would be no impact under CEQA for Alternative 4.

-Cribari Winery, 18980 Monterey Rd

Under **Alternatives 1 and 3**, the HSR right-of-way would be approximately 4,400 feet northeast of the Cribari Winery. No project components would be near the resource. Under Alternatives 1, 3, there would be no construction activities within 50 feet of the Cribari Winery; thus, there would be no increased vibration that could cause substantial adverse changes to this resource such that it would no longer qualify as a CEQA resource. There would be no impact under CEQA for Alternatives 1 and 3.

Under **Alternative 2**, Monterey Road would be moved east in order to accommodate the HSR right-of-way (ballasted track on retained fill) within the current footprint of Monterey Road; a portion of the circa 1920 building on the parcel would be within the path of the shifted Monterey Road right-of-way. As a result of the project under Alternative 2, the resource would be **demolished**, therefore, the impact under CEQA would be **significant and unavoidable**. With regard to construction vibration, under Alternative 2, the bridge would be demolished, eliminating the possibility of having vibration impacts.

Under **Alternative 4**, the HSR right-of-way would be blended with the Caltrain tracks in the existing Caltrain right-of-way, approximately 110 feet southwest of the historical resource boundary. OCS poles 27 feet tall would be installed in the Caltrain and HSR right-of-way. No other project activities would occur in the vicinity of the Cribari Winery. The placement of the HSR right-of-way at grade with 27-foot-tall OCS poles in the existing railroad right-of-way west of the resource would not alter any of the resource's character-defining features or substantially diminish the resource's current setting. Under

Alternative 4, there would be no construction activities within 50 feet of the Cribari Winery; thus, there would be no increased vibration that could cause substantial adverse changes to this resource such that it would no longer qualify as a CEQA resource. There would be no impact under CEQA for Alternative 4.

3. Impact Avoidance and Minimization Features

IAMFs are project features that are considered to be part of the project and are included as applicable in each of the alternatives for purposes of the environmental impact analysis.

The following IAMFs would be implemented where feasible

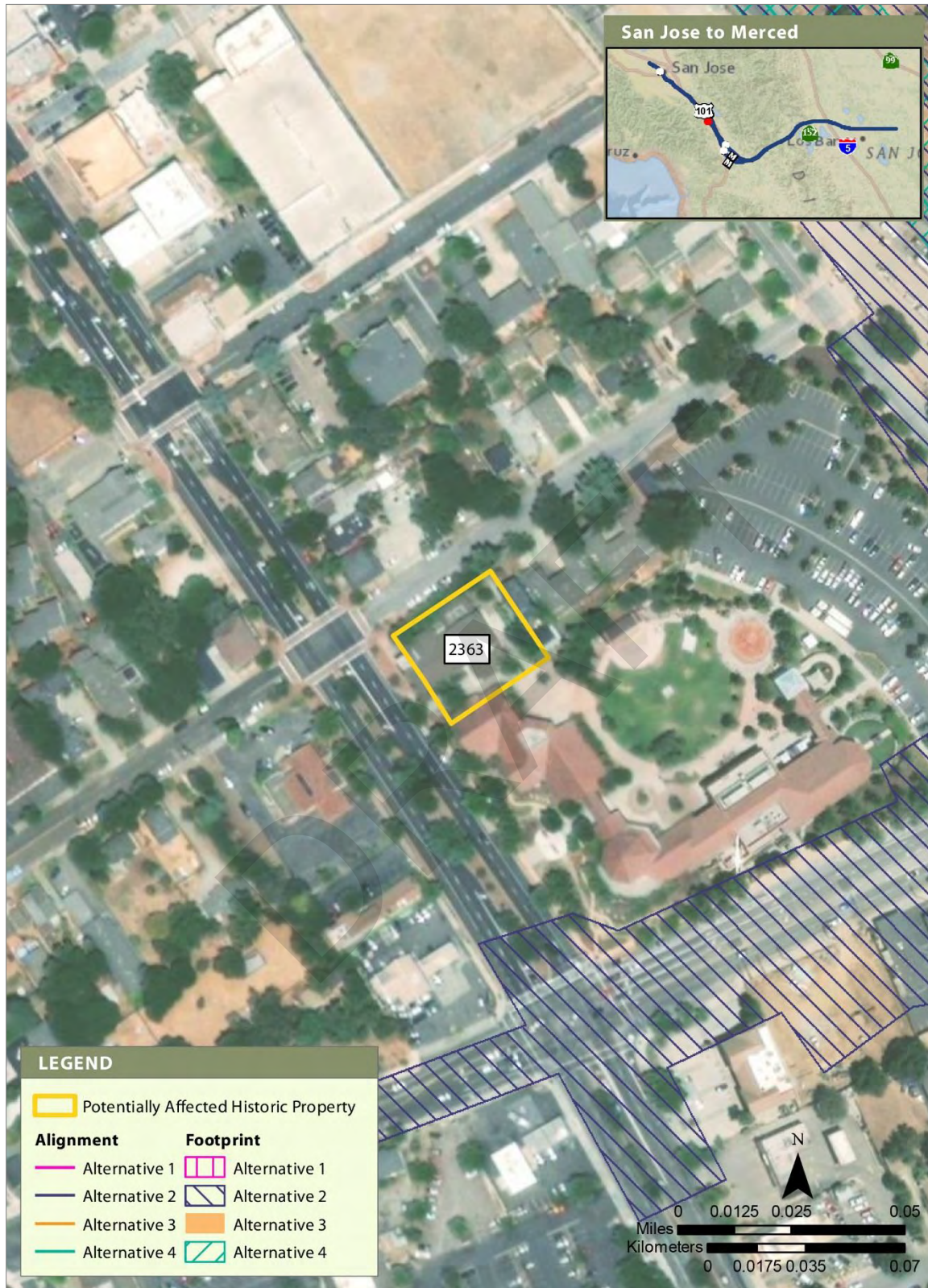
CUL-IAMF#4: Relocation of Project Features when Possible

Question for HSR: would relocation of the Cribari Winery be feasible to avoid demolition under Alternative 2?

CUL-IAMF#6: Pre-Construction Conditions Assessment, Plan for Protection of Historic Built Resource, and Repair of Inadvertent Damage

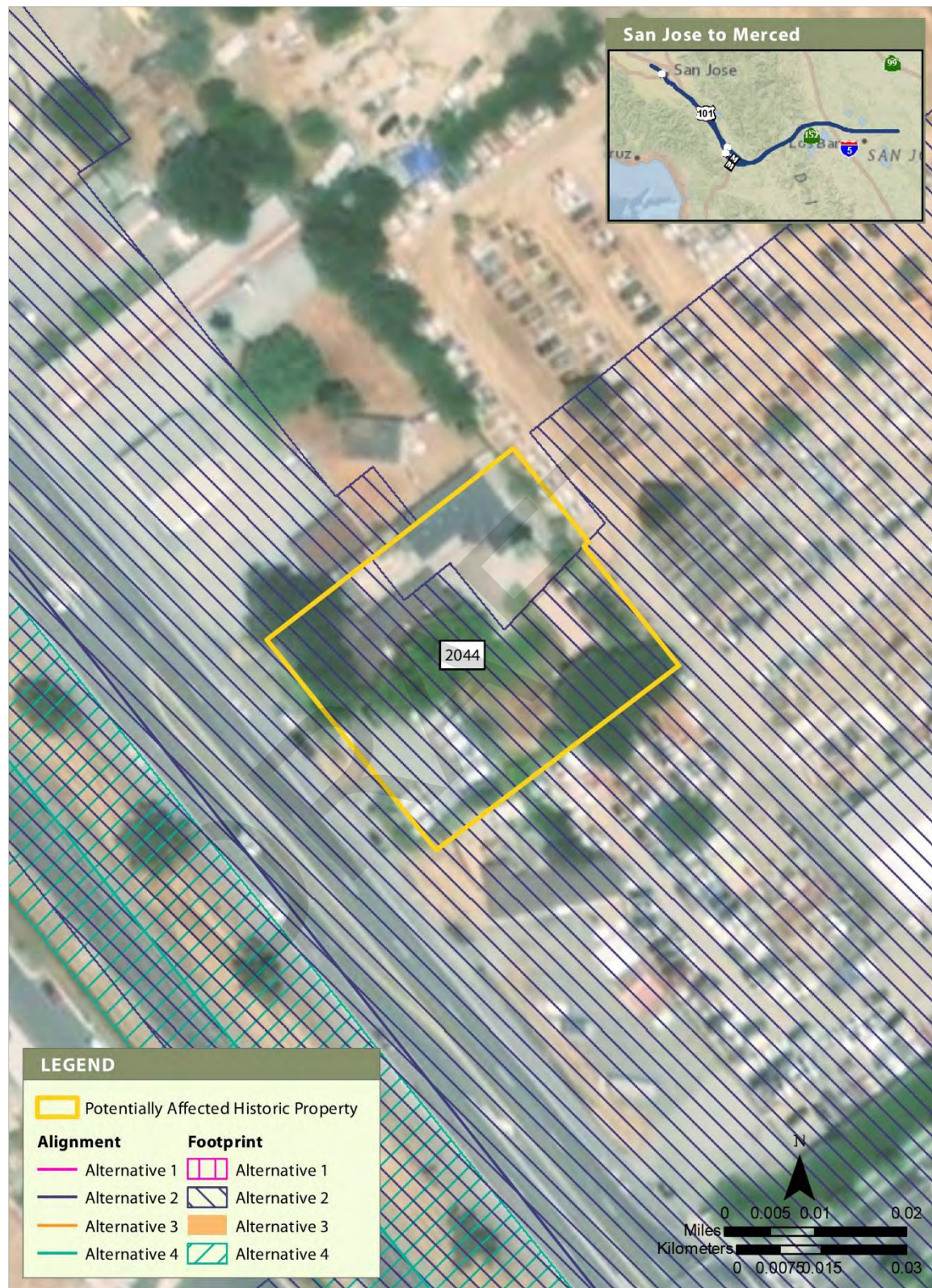
CUL-IAMF#7: Built Environment Monitoring Plan

CUL-IAMF#8: Implement Protection and/or Stabilization Measures



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Figure 23 Built Resource Site 2363



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Figure 20 Built Resource Site 2044

Attachment: HSR Draft Comments and Layouts (2761 : HSR EIR/EIS)

Chapter 3.19 Cumulative Impacts

Please provide a table showing the total number of daily trains between San Jose and Gilroy in 2040. Please include HSR, Caltrain, freight, and Amtrak. Page 3.19-15 notes the proposed reintroduction of Coast Daylight Amtrak service of up to four trains daily and a growth in freight of 4% annually

DRAFT

Chapter 4 Section 4(f) Public Facilities

Under Section 4(f), a federal agency may not approve a project that uses protected properties unless there are no prudent or feasible alternatives to such use and the project includes all possible planning to minimize harm to such properties. Section 4(f) properties are publicly owned lands of a park, recreation area, or wildlife and waterfowl refuge; or a historical site, publicly or privately owned, that is listed or determined eligible for listing in the National Register of Historic Places (NRHP).

1. Potentially Affected 4(f) properties in Morgan Hill

There are six properties identified as 4(f) facilities in Morgan Hill potentially affected by the HSR alignments.

-Morgan Hill Community and Cultural Center

-Morgan Hill Outdoor Sports Center

-Morgan Hill Aquatics Center

-Villa Mira Monte

-Madrone Underpass

-Sanchez Park

2. Impacts to Morgan Hill Historic Properties

-**Morgan Hill Community and Cultural Center** - The 8.67-acre Morgan Hill Community and Cultural Center is located at 17000 Monterey Road in Morgan Hill. It is a multiuse community center featuring a community playhouse, multiuse rooms, and an outdoor amphitheater. The community playhouse, located on the western corner of the legal parcel, is housed within the Church of Christ, which has been determined eligible for listing in the NRHP.

Alternatives 1 and 3: The resource is outside the RSA for Alternatives 1 and 3.

Alternatives 2 and 4: The impact under CEQA would be significant for Alternatives 2 and 4 at the Morgan Hill Community and Cultural Center. Construction noise would impair use of this resource. Operational activities would also result in permanent effects from noise on Morgan Hill Community and Cultural Center under Alternative 2 and 4. With mitigation measures and noise barriers, the EIR shows the impact would be less than significant. The Authority would implement NV-MM#1 to minimize the impact of construction noise.

At the Morgan Hill Community and Cultural Center, a small portion of the parking lot adjacent to Depot Street and along West Dunne Avenue as well as some landscaped areas along West Dunne Avenue would be permanently acquired under Alternative 2 for roadway right-of-way, as shown on Figure. For the purposes of Section 4(f) Morgan Hill Community and Cultural Center is considered to be a resource of high value.



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Figure 4-45 Morgan Hill Community and Cultural Center

-Morgan Hill Outdoor Sports Center

Alternatives 1 and 3: At this distance, noise and visual impacts would not be of a severity that the protected activities, features, or attributes that qualify Morgan Hill Outdoor Sports Center for protection under Section 4(f) would be substantially impaired, and no impacts would result.

Alternatives 2 and 4: This resource is over 2,000 feet from Alternatives 2 and 4, and no impacts would result.

-Morgan Hill Aquatics Center

Alternatives 1 and 3: At this distance, the EIR claims noise and visual impacts would not be of a severity that the protected activities, features, or attributes that qualify Morgan Aquatics Center for protection under Section 4(f) would be substantially impaired, and no impacts would result.

Alternatives 2 and 4: This resource is over 2,000 feet from Alternatives 2 and 4, and no impacts would result.

-Villa Mira Monte

Alternatives 1 and 3: Under Alternatives 1 and 3, no project activities would occur within proximity of the historic property. The HSR alignment would be built approximately 4,950 feet northeast of Villa Mira Monte.

Alternatives 2 and 4: The impact under CEQA would be significant for Alternatives 2 and 4 at the gardens at Villa Mira Monte. Construction noise would impair use of this resource. The Authority would implement NV-MM#1 to minimize the impact of construction noise and PR-MM#6 to minimize construction noise during special events at Villa Mira Monte. Accordingly, this construction noise impact would not be of a severity that the protected activities, features, or attributes that qualify the center for protection under Section 4(f) would be substantially impaired. Therefore, a Section 4(f) use would not result at Villa Mira Monte.

-Madrone Underpass

Alternatives 1 and 3 would be approximately 4,200 feet northeast of the resource, resulting in no effect.

Under **Alternative 2**, there would be no permanent use or temporary construction use, as the HSR alignment would be placed 35 feet east of the Madrone Underpass, nor would project activities lead to the removal of any of the property's character-defining features.

Alternative 4 would require demolition of the structure, resulting in a **significant** impact to a 4(f) facility. The HSR right-of-way would be placed on approximately 15-foot-high ballasted fill within the existing Caltrain right-of-way, which passes over the Madrone Underpass. To accommodate the new HSR right-



Figure 4-44 Villa Mira Monte

Attachment: HSR Draft Comments and Layouts (2761 : HSR EIR/EIS)



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Figure 4-58 Madrone Underpass

of-way in this location, the Madone Underpass would be demolished and replaced by a new box girder overpass structure.

-Sanchez Park

Sanchez Park is located on Sanchez Drive in Morgan Hill. It is 0.16 acre and contains a small children's play area and picnic facilities. The nearest project features of **Alternatives 1, 2, and 3** are more than 200 feet from Sanchez Park; therefore, no impact would occur.

No land from Sanchez Park would be permanently incorporated under **Alternative 4**; therefore, no permanent use would result. Additionally, no land would be required temporarily during project construction. Proximity impacts on Sanchez Park associated with HSR operations would be limited to minor changes to the visual environment because trains and some track facilities would be visible from the park (i.e., embankment). However, because Alternative 4 would be within the existing railroad corridor, visual impacts would be minor. Project features include adoption of design standards (AVQ-IAMF#1) and a design review process to guide the development of non-station area structures (AVQ-IAMF#2). Mitigation measures (AVR-MM#3, AVR-MM#4, and AVR-MM#6) calling for visual screening would reduce the visual impact of Alternative 4 on the park.

Changes to the noise environment related to train operations also would occur, including increased noise from horn sounding. However, the EIR claims operation of Alternative 4 on embankment in these existing transportation corridors would not introduce substantial additional sources of train noise because train sounds already occur in this area. Since the park is currently near the railroad right-of-way, it is anticipated that increased noise resulting from HSR operations would have limited effect on the protected activities of Sanchez Park. Accordingly, operational visual and noise impacts would not be of a severity that the protected activities, features, or attributes that qualify Sanchez Park for protection under Section 4(f) would be substantially impaired, and no constructive use would occur under Alternative 4.



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Figure 4-43 Sanchez Park

Chapter 5 Environmental Justice

The City should request the HSR provide a list of those locations in Morgan Hill where businesses and residences will be acquired, as that information was not readily apparent among the various documents posted at the HSR website.

DRAFT

Attachment A

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HEXAGON TRANSPORTATION CONSULTANTS, INC.

Memorandum

Date: May 22, 2020

To: Ms. Pooja Nagrath, David J. Powers & Associates, Inc.

From: Gary Black, Katie Riutta

Subject: High-Speed Rail EIR/EIS Review on Behalf of Morgan Hill

Hexagon Transportation Consultants, Inc. has reviewed the High-Speed Rail (HSR) EIR/EIS on behalf of the City of Morgan Hill, California. The HSR EIR/EIS identifies four project alignment alternatives. The four alignment alternatives are shown in the *San Jose to Merced Project Section, Draft Environmental Impact Report/Environmental Impact Statement*, prepared by the California High-Speed Rail Authority, dated April 2020. HSR Authority has identified Alternative 4 to be the preferred alternative. The four alignment alternatives are described below and shown on Figures 1, 2, and 3:

- **Alternative 1:** The proposed high-speed rail tracks would run on a viaduct adjacent to US 101 through Morgan Hill. This alternative has a station in downtown Gilroy.
- **Alternative 2:** The proposed high-speed rail tracks would run through downtown Morgan Hill on an embankment along the east side of the Union Pacific Railroad (UPRR) alignment. Monterey Road would need to be shifted to the east to make room for the HSR tracks north of Cochrane Road. Railroad Avenue would need to be shifted to the east to make room for the HSR tracks south of Barrett Avenue. The bridge at Butterfield Boulevard would be extended to cross an at-grade portion of HSR and the realigned Railroad Avenue. All streets that currently cross the Caltrain/UPRR tracks at-grade would be rebuilt as underpasses.
- **Alternative 3:** This alternative is the same as Alternative 1 within Morgan Hill. In this alternative the Gilroy station would be east of US 101.
- **Alternative 4 (Preferred Alternative):** The proposed high-speed rail tracks would run through downtown Morgan Hill at-grade in blended service with Caltrain in the existing UPRR right-of-way. All current at-grade crossings would be maintained but with four-quadrant barrier gates for added safety. A new pedestrian/bicycle underpass would be provided at the Morgan Hill Caltrain Station.

Hexagon previously evaluated two HSR design options and identified their land use impacts, transportation impacts, and construction impacts in a memorandum titled *Transportation, Land Use and Construction Impact Analysis of HSR*, dated August 29, 2017. Alternatives 1 and 3 are similar to the previously studied Option 2. Alternative 2 is similar to the previously studied Option 1. The memo is attached as Appendix A.

Analysis Conditions

The 2029 and 2040 conditions traffic volumes were estimated using city-specific growth factors obtained from the VTA travel demand model. To determine potential impacts generated by the project, a version of the VTA model developed for the *Caltrain Peninsula Corridor Electrification Project EIR* using inputs from *Projections 2013* and adjusted to incorporate HSR ridership.

Hexagon compared the HSR EIR 2029 and 2040 no project conditions with 2035 cumulative conditions from previous transportation studies conducted in Morgan Hill. Discrepancies were found for intersections along Butterfield Boulevard, between Main Avenue and Tennant Avenue. We believe these discrepancies could be explained by the different models used by HSR and the City of Morgan Hill. The City of Morgan Hill utilizes a city-specific model that focuses on intercity travel rather than regional travel. The HSR forecasts include more regional travel through Morgan Hill (unrelated to HSR) and are higher than the City's previous forecasts on Butterfield Boulevard.

Alternative 1: Viaduct to Downtown Gilroy

With Alternative 1, the proposed high-speed rail tracks would run along a viaduct on the west side of US 101 to an elevated Downtown Gilroy Station. The viaduct would cross over Burnett Avenue to US 101 and would cross over Cochrane Road and ramps, East Main Avenue, East Dunne Avenue and ramps, and Tennant Avenue and ramps (see Figure 1). The alignment for Alternative 1 would bypass downtown Morgan Hill. The speed of trains on the viaduct would be 150 mph in Morgan Hill. Changes to the Transportation System would be as follows:

- San Pedro Avenue cul-de-sac would be relocated to west of HSR
- Barrett Avenue access to Saint John Court would be realigned

Transportation Impacts

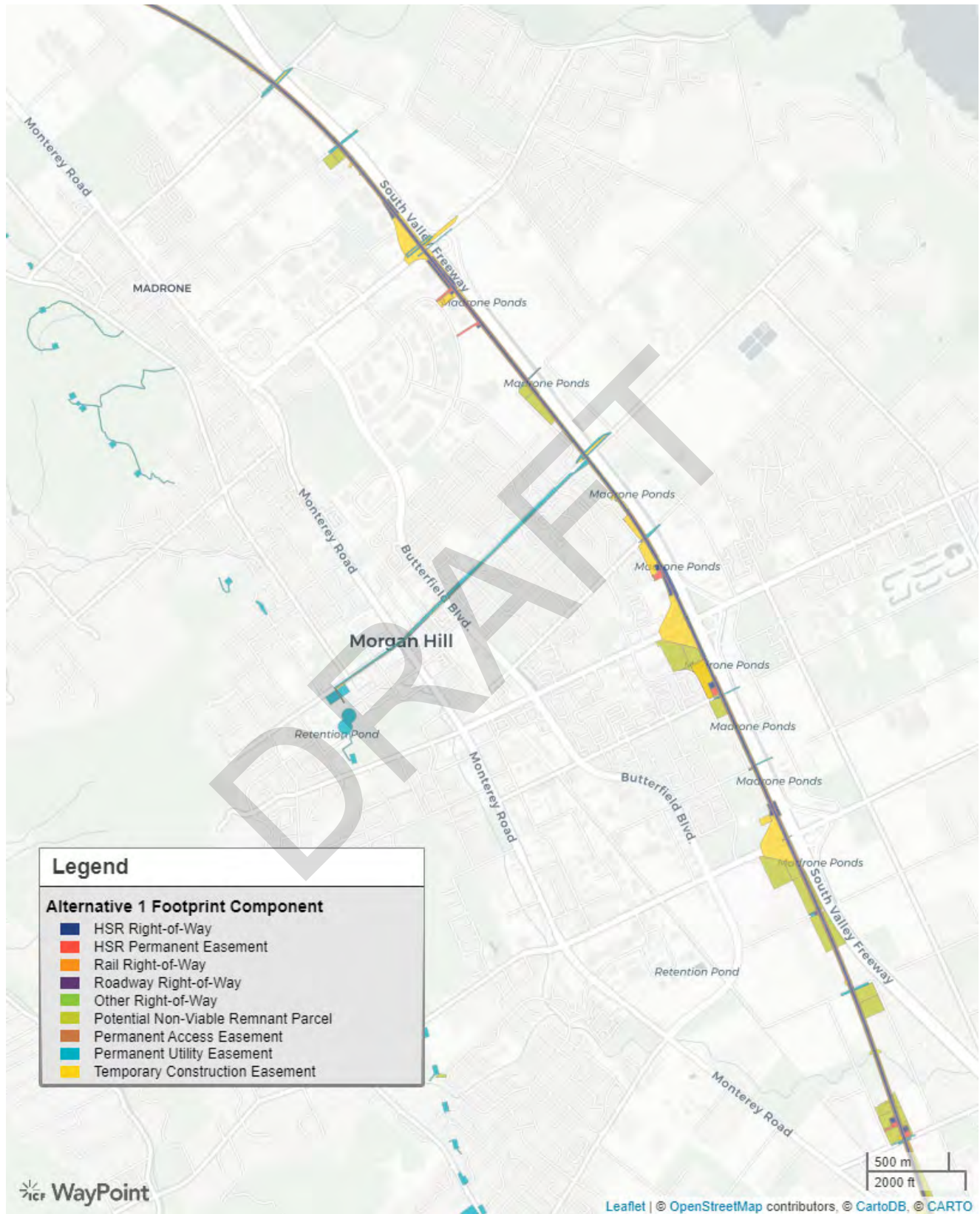
Under existing plus project conditions, two study intersections would operate at LOS E or F and one intersection would have a project impact. Under 2029 plus project conditions, seven intersections would operate at LOS E or F and two intersections would have a project impact. Under 2040 plus project conditions, eight intersections would operate at LOS E or F and two intersections would have a project impact. The following intersections would have a project impact under 2040 plus project conditions:

- Hale Avenue and Tilton Avenue (M19) – AM and PM Peak Hours (LOS E and LOS F, respectively)
- Monterey Road and Tilton Avenue (M46) – PM Peak Hour (LOS F)

Since the alignment would not be constructed near these intersections, it is not clear why these intersections would have project impacts. The additional intersection delay could be due to decreased capacity on Monterey Road north of Morgan Hill. However, the EIR should explain these impacts in detail and describe what the proposed mitigations would be.

Construction Impacts

With Alternative 1, the HSR tracks would bypass the downtown area so there would be limited construction impacts to the Morgan Hill roadway network. Roadways that intersect with Alternative 1 would be affected, but there would not be major reconstruction of the existing infrastructure. Further construction impacts are discussed in Appendix A.



Source: <https://mapshsnorcal.org/sanjose-merced/>

Figure 1
High-Speed Rail Alternatives 1 and 3 Alignment

Emergency Response Times

Since construction in the City of Morgan Hill would be limited under Alternative 1, there would be no impacts to emergency response times.

Bicycle, Pedestrian, and Transit Impacts

Roadway changes and construction on Monterey Road would be expected to cause delay for VTA Route 68 due to reduced travel lanes between Capitol Expressway and Blossom Hill Road in San Jose.

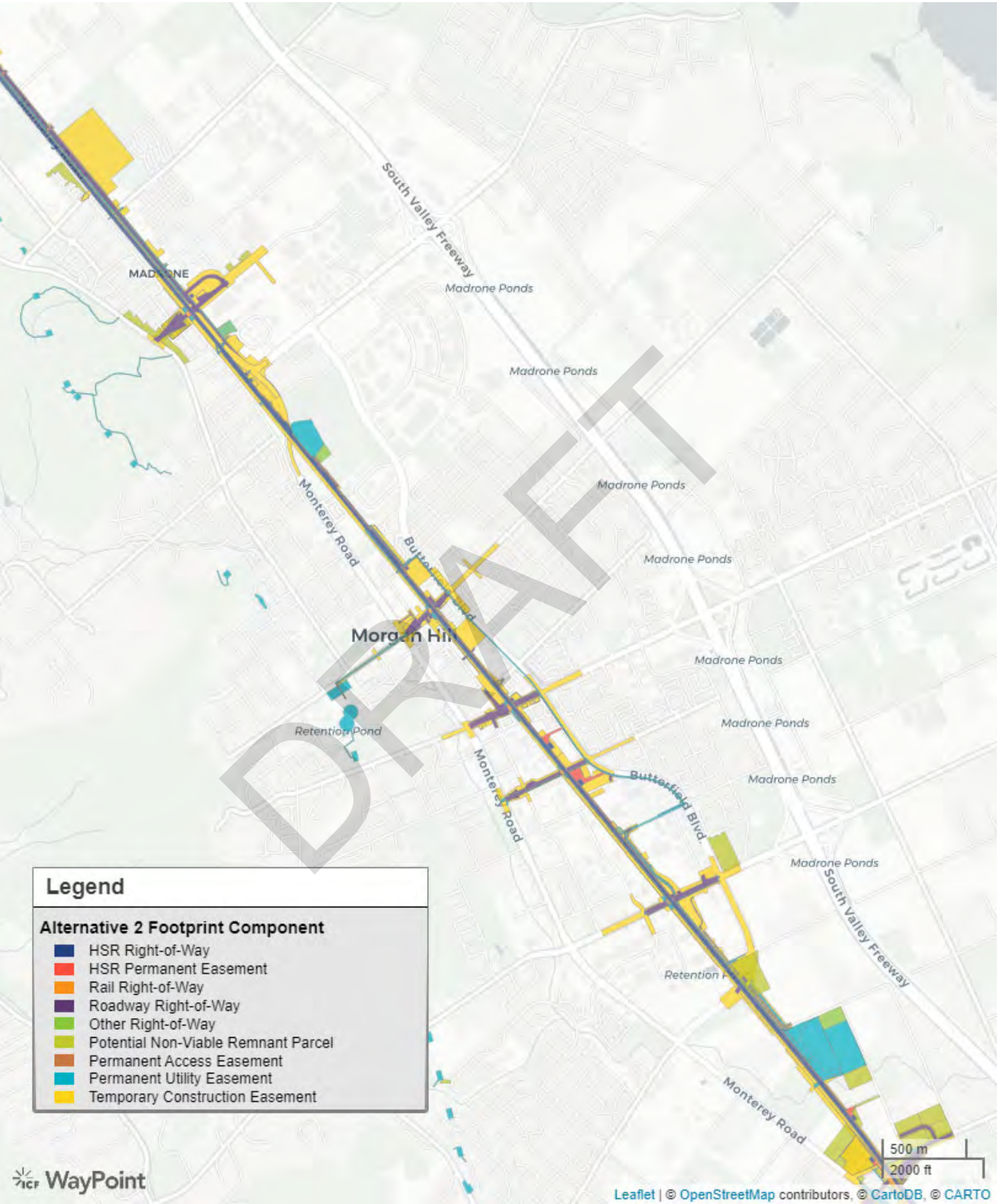
Property Access

The US 101 interchanges at Cochrane Road, Dunne Avenue, and Tennant Avenue would have temporary construction easements. Overall, properties that are not planned to be displaced would not have access issues under Alternative 1.

Alternative 2: Embankment to Downtown Gilroy

With Alternative 2, the proposed high-speed rail tracks would run through downtown Morgan Hill on an embankment along the east side of the Union Pacific Railroad (UPRR) alignment, outside of the existing rail right-of-way (see Figure 2). The embankment would begin north of Palm Avenue and would cross over Monterey Road south of Cochrane Road. Madrone Parkway, Monterey Road, Main Avenue, Dunne Avenue, San Pedro Avenue, and Tennant Avenue would be lowered and HSR and UPRR would cross over the roadways above grade. The HSR alignment would descend to an at-grade crossing under Butterfield Boulevard and East Middle Avenue, then return to embankment and continue south. The speed of trains along the embankment would be 185 to 195 mph in Morgan Hill. Additional changes to the transportation system would be as follows:

- Tilton Avenue would become a cul-de-sac
- Monterey Road would be realigned from Blanchard Road to Cochrane Road
- Madrone Parkway would be realigned to the west side of Monterey Road and extended to Hale Avenue. A new road would connect Madrone Parkway to Monterey Road east of the rail tracks.
- East Central Avenue cul-de-sac would be realigned eastward
- East Main Avenue would be widened to accommodate HSR grade separation
- Saint Agatha Lane would be removed
- Depot Street access to Main Avenue would be closed to accommodate a grade separation on Main Avenue
- Diana Avenue cul-de-sac would be relocated eastward
- East Dunne Avenue would be widened to accommodate HSR grade separation
- Railroad Avenue between San Pedro Avenue and Barrett Avenue would be closed. Railroad Avenue between Barrett Avenue and Maple Avenue would be realigned eastward
- Tennant Avenue would be realigned to accommodate HSR grade separation
- The bridge at Butterfield Boulevard would be extended to cross over an at-grade portion of HSR and the realigned Railroad Avenue



Source: <https://mapshsnorcal.org/sanjose-merced/>

Figure 2
High-Speed Rail Alternative 2 Alignment

Attachment: HSR Draft Comments and Layouts (2761 : HSR EIR/EIS)

Transportation Impacts

Under existing plus project conditions, five study intersections would operate at LOS E or F and four intersections would have a project impact. Under 2029 plus project conditions, nine intersections would operate at LOS E or F and four intersections would have a project impact. Under 2040 plus project conditions, 10 intersections would operate at LOS E or F and four intersections would have a project impact. The following intersections would have a project impact under 2040 plus project conditions:

- Hale Avenue and Tilton Avenue (M19) – AM and PM Peak Hours (LOS F)
- Monterey Road and Tilton Avenue (M46) – AM and PM Peak Hours (LOS F)
- Monterey Road and Madrone Parkway (M47) – AM and PM Peak Hours (LOS F)
- Railroad Avenue and Tennant Avenue (MH2) – AM and PM Peak Hours (LOS F)

Under Alternative 2, the intersection at Monterey Road and Tilton Avenue would become a cul-de-sac and the intersection at Monterey Road and Madrone Parkway would become grade separated. Therefore, project impacts would not be possible. The EIR should explain all impacts in detail and describe what the proposed mitigations would be.

Construction Impacts

Reconstruction of the roadways necessary for Alternative 2 would require either new temporary facilities or roadway closures. Both of these options would cause temporary increases in travel times and delay. Further construction impacts are discussed in Appendix A.

During construction of Alternative 2, the Morgan Hill Caltrain Station would be temporarily relocated. Relocation of the station and tracks would result in temporary disruptions of Caltrain, ACE, Capitol Corridor, and Amtrak transit services.

Emergency Response Times

Emergency response times could be increased during construction activities. To mitigate this, the contractor would provide temporary access roads during construction.

Bicycle, Pedestrian, and Transit Impacts

Roadway changes and construction on Monterey Road would be expected to cause delay for VTA Route 68 due to reduced travel lanes between Capitol Expressway and Blossom Hill Road in San Jose. Additional delay could be expected for transit in Morgan Hill as a result of higher overall intersection delays.

A new pedestrian/bicycle underpass would be provided at the Morgan Hill Caltrain Station to maintain access from the east side of the train tracks. However, the underpass as proposed requires further design development.

Property Access

Properties on Tilton Avenue would lose access to Monterey Road and would need to use Hale Avenue. Access to Monterey Road from Hale Avenue would be provided via Madrone Parkway and Live Oak Avenue. Residential units along Saint Agatha Lane would lose their parking. Properties along the planned slopes of grade separations would require alternate access routes. The grade separation at Dunne Avenue would impede access to the Morgan Hill Community Center and Gavilan College. Properties with driveways along Railroad Avenue between San Pedro Avenue and Barrett Avenue would require alternate access. Detours and alternative access points would be provided by the contractor to mitigate these access interruptions.

Recommendations

- At underpasses, the design speed of 45 mph is too high. The analysis should consider a slower speed which would enable the underpasses to be shorter and not affect as many properties.
- The closure of Depot Street at Main Avenue would not align with Morgan Hill circulation goals.
- The closure of Saint Agatha Lane should be noted in the EIR.
- The HSR bridge over Monterey Road should be built to accommodate future widening of Monterey Road as per the *Morgan Hill 2035 General Plan*.

Alternative 3: Viaduct to East Gilroy

Alternative 3 would have the same alignment as Alternative 1 within Morgan Hill.

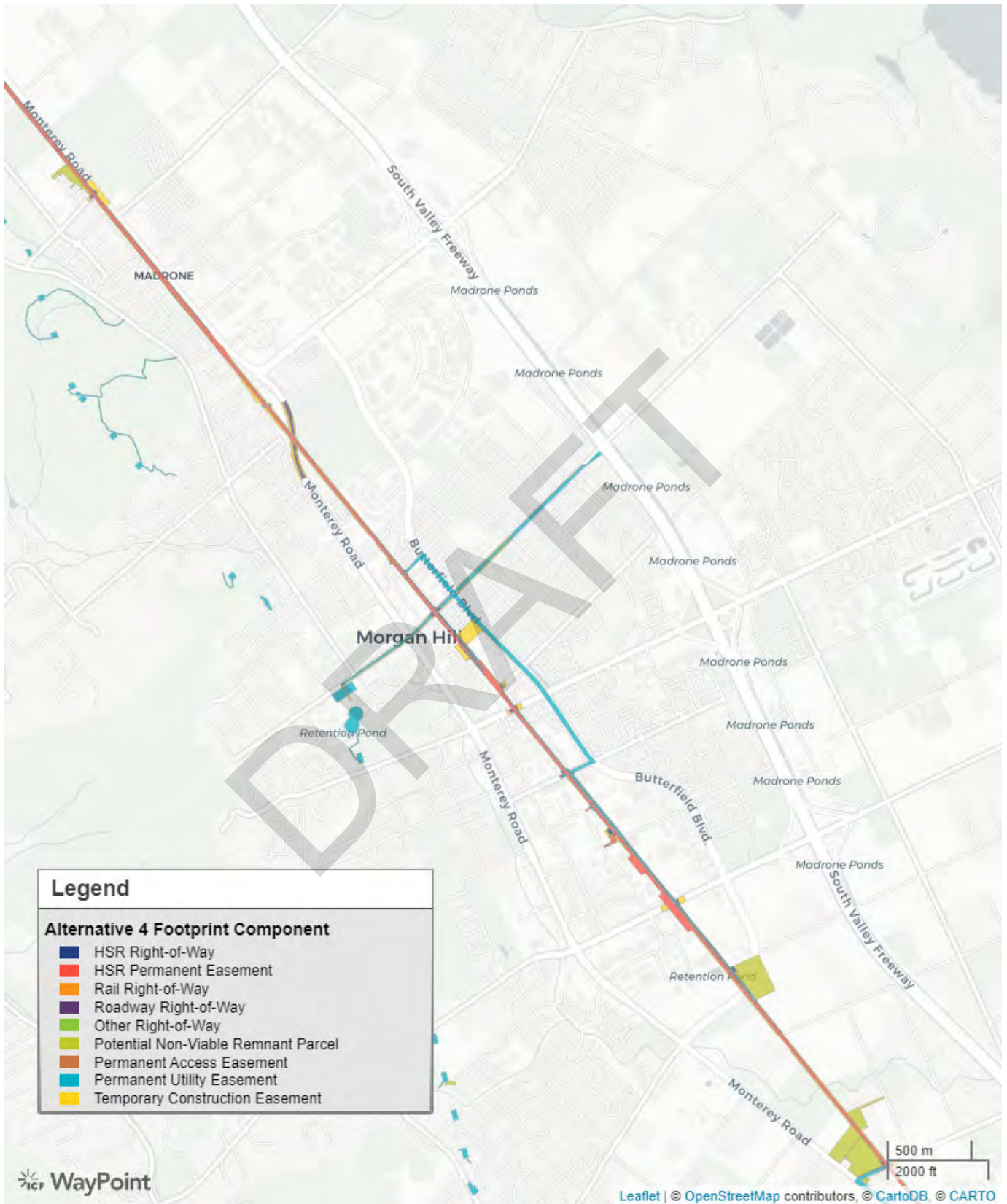
Alternative 4: Blended, At-Grade (Preferred Alternative)

With Alternative 4, the proposed high-speed rail tracks would run through downtown Morgan Hill at-grade in blended service with Caltrain in the existing UPRR right-of-way (see Figure 3). Four-quadrant barrier gates would be provided at Tilton Avenue, Main Avenue, Dunne Avenue, San Pedro Avenue, and Tennant Avenue. Additional changes to the transportation system would be as follows:

- Existing Monterey Road underpass would be rebuilt to accommodate future widening
- Diana Avenue cul-de-sac would be relocated slightly eastward

Four-Quadrant Barrier Gates

Commuter service trains operate at a maximum speed of 79 miles per hour. Since HSR trains would operate at a maximum speed of 110 miles per hour between San Jose and Gilroy, safety improvements at the at-grade crossings would be required. Two gate arms would extend across all lanes of travel, with one gate on each side of the roadway, on both sides of the tracks. This would prevent drivers from attempting to travel around the lowered gate arms, making the four-quadrant barrier gates safer than two-quadrant barrier gates. Gate arms would also be present across pedestrian pathways on both sides of the roadway and on both sides of the tracks. The 95th percentile gate-down time is estimated to be 54 seconds per single-train event.



Source: <https://mapshsnorcal.org/sanjose-merced/>

Figure 3
High-Speed Rail Alternative 4 Alignment

Transportation Impacts

Under existing plus project conditions, two study intersections would operate at LOS E or F and no intersections would have a project impact. Under 2029 plus project conditions, seven intersections would operate at LOS E or F and four intersections would have a project impact. Under 2040 plus project conditions, nine intersections would operate at LOS E or F and four intersections would have a project impact. The following intersections would have a project impact under 2040 plus project conditions:

- Monterey Road and Tilton Avenue (M46) – PM Peak Hour (LOS F)
- Monterey Road and Main Avenue (MH10) – AM Peak Hour (LOS F)
- Depot Street and E Main Avenue (MH11) – AM and PM Peak Hours (LOS F)
- Butterfield Boulevard and E Main Avenue (MH12) – AM and PM Peak Hours (LOS F)

Although the EIR doesn't say, it is assumed these impacts would be due to increased gate-down time at the study intersections. The EIR does not provide any specific mitigation for these impacts. However, these impacts could be mitigated with grade separations. Hexagon recommends a grade separation at Dunne Avenue for the impacts along Main Avenue and a grade separation at Tilton Avenue for the impacts at the Monterey Road/Tilton Avenue intersection. These mitigations are described in more detail below.

Queueing at At-Grade Crossings

The EIR analysis was based on an expected total of 18 trains passing through Morgan Hill per peak hour, with seven HSR trains traveling in each direction and four Caltrain trains traveling in one direction. However, the blended service tracks have the capacity to accommodate at most 24 trains per peak hour, with eight HSR trains and four Caltrain trains in each direction. That calculates to an average of one train every 2-1/2 minutes. The estimated 95th percentile gate-down time would be 54 seconds per single-train event. That means there would be roughly 1-1/2 minutes between gate down events, on average. Hexagon calculated the resulting queue at each crossing and the length of time to clear each queue based on 2035 traffic forecasts (see Table 1). Tilton Avenue would have an estimated queue length of 3 vehicles per lane which would take about 9 seconds to clear once the gates are lifted. Main Avenue would have an estimated queue length of 9 vehicles which would take about 25 seconds to clear. All queues would be expected to clear the crossings before the next gate down event.

Table 1
Queueing at At-Grade Crossings

At-Grade Crossing	2035 Peak Hour Volume ¹	Queue Length Per Lane	Seconds to Clear Queue ²	Clear Before Next Train ³
Tilton Avenue	407	3	9	Yes
Main Avenue	723	12	25	Yes
Dunne Avenue	723	6	15	Yes
San Pedro Avenue	272	5	13	Yes
Tennant Avenue	1,104	9	20	Yes

Notes

1. Volumes are from nearby intersections in the 2035 General Plan. Volumes at Tilton Avenue are factored to year 2035 from 2013 counts by a growth rate of 1% per year.
2. A typical saturation flow rate is assumed to be 2,000 vehicles per hour after the first four vehicles.
3. The maximum capacity of 24 single-train events per hour was assumed.

Construction Impacts

The construction of the four-quadrant barrier gates would require temporary roadway detours and relocations, resulting in temporary increases in travel time and delay.

The Morgan Hill Caltrain Station would be rebuilt, and service would be temporarily relocated during construction. Relocation of the station and tracks would result in temporary disruptions of Caltrain, ACE, Capitol Corridor, and Amtrak transit services.

Bicycle, Pedestrian, and Transit Impacts

Bus transit in Morgan Hill could expect delays as a result of increased gate-down time at the at-grade railroad crossings. A new pedestrian/bicycle underpass would be provided at the new Morgan Hill Caltrain Station to maintain access from the east side of the train tracks. However, the underpass as proposed requires further design development.

Since high-speed rail trains would operate faster than Caltrain and no siding tracks would be installed, Caltrain would need to maintain speeds by implementing a skip-stop pattern between Gilroy and the Tamien Station. A skip-stop pattern would mean that trains skip over more stations than originally scheduled so that HSR may operate efficiently. In an effort to maintain the same number of stops at each station, Caltrain would need to increase the number of trains from three to six trains traveling in the peak direction during the morning and evening. The blended operations would have the capacity to accommodate up to four trains per peak hour in the peak directions for Caltrain service. Based on the *Caltrain 2040 Long Range Service Vision*, Caltrain would provide two trains per hour per direction between the Gilroy and Blossom Hill Stations. Therefore, HSR would have the capacity to accommodate the increase in Caltrain service.

Emergency Response Times

Emergency response times on roadways along the rail alignment could be increased during construction activities. Emergency vehicles could also expect delays due to increased gate-down time on roadways with at-grade crossings. Response times for the fire station at 18300 Old Monterey Road could be increased by up to 30 seconds. Response times for the fire station at 15670 Monterey Road could be increased by up to 210 seconds, due to the at-grade crossing at East Middle Avenue and San Martin Avenue. The exact scope of the potential impact would be determined before HSR service begins. Mitigation is stated as requiring new vehicle detection equipment, new responder equipment installed at existing fire stations, new fire stations, and additional ambulance services, with funding from HSR Authority.

Mitigations

Hexagon recommends a grade separation at Dunne Avenue to mitigate project impacts at the study intersections along Main Avenue. A grade separation at Main Avenue, as proposed under Alternative 2, would require Depot Street to become a cul-de-sac and lose an important connection to Main Avenue. Therefore, a grade separation at Main Avenue would not be acceptable to Morgan Hill. A grade separation at Dunne Avenue would also address potential queuing problems. As shown in Table 1, queues at the at-grade crossing with Dunne Avenue would be expected to clear within 15 seconds per single-train event under optimal conditions. Therefore, emergency vehicles could experience delay beyond what was determined for the increased gate-down time. Dunne Avenue forms the southern boundary of the Downtown area and the Caltrain Station is located just north of the Dunne Avenue and Monterey Road intersection. Therefore, there will be significantly more multi-modal travel across the Dunne Avenue crossing. The City of Morgan Hill plans to connect Depot Street to Church Street near Dunne Avenue, which would provide enough room for an underpass.

Hexagon also recommends a grade separation at Tennant Avenue to mitigate project impacts to emergency response time. The Morgan Hill Police and Fire Departments utilize Tennant Avenue for faster response times to the eastern part of town because it has less traffic and signals. It provides the fastest route to respond to fires in the eastern hills. Tennant Avenue also provides quicker access to US 101 which is essential to reach areas near Cochrane Road and East Dunne Avenue. A grade separation at Tennant Avenue would also address potential queuing problems. As shown in Table 1, queues at the at-grade crossing with Tennant Avenue would be expected to clear within 20 seconds per single-train event under optimal conditions. Therefore, emergency vehicles could experience delay beyond what was determined for the increased gate-down time. The Morgan Hill Fire Department does not have existing capacity in their response times for any additional delay, therefore this grade separation is recommended.

A grade separation also should be considered at Tilton Avenue to mitigate project impacts at the Monterey Road/Tilton Avenue intersection. A grade separation at Tilton Avenue would require raising the rail tracks in that area. The City of Morgan Hill plans to connect Tilton Avenue to Burnette Avenue and to remove a proposed grade separation at Madrone Parkway in their upcoming transportation element update.

Property Access

Since Alternative 4 would operate in the existing UPRR right-of-way, there would be no access issues for properties in Morgan Hill.

Recommendations

- The EIR should explain all project impacts to study intersections in detail and describe what the proposed mitigations would be.
- The analysis should note the new planned intersection at Dunne Avenue and Depot Street/Church Avenue.
- At future grade separations, the analysis should consider a design speed lower than 45 mph to enable the underpasses to be shorter and not affect as many properties.
- The closure of Depot Street at Main Avenue would not align with Morgan Hill circulation goals.
- The closure of Saint Agatha Lane under Alternative 2 should be noted in the EIR.
- The HSR bridge over Monterey Road should be built to accommodate future widening of Monterey Road under Alternative 2 as per the *Morgan Hill 2035 General Plan*.
- Hexagon recommends a grade separation at Dunne Avenue to address potential queuing issues, project impacts along Main Avenue, and emergency response time delays due to increased gate-down time under Alternative 4.
- Hexagon recommends a grade separation at Tennant Avenue to address potential queuing issues and emergency response time delays due to increased gate-down time under Alternative 4.
- Hexagon also recommends a grade separation at Tilton Avenue to mitigate the project impact at Monterey Road and Tilton Avenue under Alternative 4.

Appendix A
Transportation, Land Use and Construction
Impact Analysis of HSR



HEXAGON TRANSPORTATION CONSULTANTS, INC.

Memorandum

Date: August 29, 2017

To: Tiffany Brown, City of Morgan Hill

From: Gary Black
Ollie Zhou

Subject: Transportation, Land Use and Construction Impact Analysis of HSR

Hexagon Transportation Consultants, Inc. has reviewed the proposed two alignment design options for the High-Speed Rail (HSR) project through Morgan Hill, California. The two alignment options are shown in the *San Jose to Merced Section: San Jose to Central Valley Wye, Draft Preliminary Engineering for Project Definition*, prepared by the California High-Speed Rail Authority (CA HSRA), dated May 2017. The two alignment options are described below and also shown on Figure 1:

- **Option 1:** The proposed high-speed rail tracks would run through the downtown area on an embankment. Monterey Road would need to be shifted to the east to make room for the HSR tracks north of Cochrane Road. Railroad Avenue also would be shifted to the east between Barret Avenue and Maple Avenue. Railroad Avenue north of Barret Avenue would be discontinued. All of the streets that currently cross the Caltrain/UP tracks at-grade would be rebuilt as underpasses.
- **Option 2:** The proposed high-speed rail tracks would run along a viaduct parallel to and just west of US 101.

Hexagon previously evaluated four HSR design options and identified their land use impacts, transportation impacts, and construction impacts in a memorandum titled *Transportation, Land Use and Construction Impact Analysis of HSR*, dated September 21, 2016. The two alignment options that the CA HSRA now proposes are almost identical to two of the HSR design options Hexagon previously studied. The now-proposed Option 1, which would run the tracks on an embankment through downtown Morgan Hill, is very similar to the at-grade option through downtown Morgan Hill Hexagon previously studied. The now-proposed Option 2, which would run the tracks on an aerial structure just west of US 101, is almost identical to Option 3 analyzed in the previously study. Therefore, most of the discussion below regarding the land use, transportation and construction impacts of the now-proposed alignment options is the same as the discussion in the previous study.

Land Use Impacts

Under each proposed alignment design option, different numbers of properties would need to be acquired for the right-of-way of the high-speed rail tracks. The draft plans prepared by the CA HSRA outline the areas affected by each alignment option. A detailed discussion of the land use impacts of each alignment option is provided below.

Option 1 – Embankment Through Downtown

With alignment Option 1, the high-speed rail (HSR) tracks would run through the Morgan Hill downtown area on an embankment 6 to 15 feet high. The HSR tracks would run parallel to and immediately east of the existing Union Pacific (UP) railroad tracks. Therefore, all existing properties along the east side of the UP tracks would be affected (see Figures 2A-2C).

As part of alignment Option 1, the CA HSRA proposes several roadway realignments and extensions, as well as new roadways within the City of Morgan Hill. These proposed roadway changes would require the acquisition of all affected properties (see Figures 2A-2C). A detailed description of the proposed roadway changes is provided below:

- **Monterey Road:** Monterey Road currently runs directly adjacent to and east of the UP railroad tracks north of Cochrane Road. With alignment Option 1, this section of Monterey Road would be acquired for the HSR tracks. Monterey Road north of Cochrane Road would be realigned to run just east of the proposed HSR tracks.
- **Madrone Parkway:** Madrone Parkway is an east-west roadway that currently terminates at Monterey Road. With alignment Option 1, Madrone Parkway would extend west of the railroad tracks and connect with Hale Avenue via a flyover. Madrone Parkway access to Monterey Road would be provided via a loop road connection in the northeast quadrant of the Monterey Road/Madrone Parkway interchange.
- **Railroad Avenue:** Railroad Avenue currently runs directly adjacent to and east of the UP railroad tracks between Maple Avenue and San Pedro Avenue. With alignment Option 1, this section of Railroad Avenue would be acquired for the HSR tracks. Railroad Avenue would be realigned to run just east of the proposed HSR tracks. However, Railroad Avenue north of Barret Avenue would be discontinued.

As part of alignment Option 1, the CA HSRA proposes to grade separate all existing at-grade rail crossings within the City of Morgan Hill. All roadways that would cross the railroad tracks would be depressed under the tracks. Other roadways that currently intersect the depressed roadway would also require depression to maintain the roadway access or have access discontinued with cul-de-sacs. As a result, properties with driveways along the depressed sections of all roadways would need to be either acquired or have their driveways regraded or moved (see Figures 2A-2C). The extent of the grade separation at each roadway crossing the railroad tracks is described below:

- **Main Avenue:** Main Avenue would be depressed between Monterey Road and Butterfield Boulevard. Main Avenue would be widened from a two-lane roadway (one through lane in each direction) to a four-lane roadway. The roadway widening would require property acquisitions along either side of the roadway. The existing intersection with Depot Street west of the railroad tracks would be discontinued. Depot Street would end in a cul-de-sac. Access to Main Avenue from Depot Street would be provided via Monterey Road and cross streets connecting Depot Street to Monterey Road. The existing intersection along Main Avenue with McLaughlin Avenue would be eliminated. Properties along McLaughlin Avenue would access the City's roadway network via Central Avenue.

- **Dunne Avenue:** Dunne Avenue would be depressed between Monterey Road and Butterfield Boulevard. The existing intersections with Church Street and with Depot Street would be maintained, with both roadways slightly depressed to maintain crossings. It is assumed that driveways along the depressed sections of Church Street and of Depot Street would be regraded. If not regraded, the properties associated with the driveways would also need to be acquired since there are no alternative roadways to use for access to the affected properties.
- **San Pedro Avenue:** San Pedro Avenue would be depressed between Monterey Road and Butterfield Boulevard. The existing intersection with Church Street would be grade-separated as an interchange. As discussed above, Railroad Avenue would be discontinued north of Barrett Avenue. Therefore, the existing intersection of Railroad Avenue and San Pedro Avenue would be eliminated.
- **Tennant Avenue:** Tennant Avenue would be depressed between Vineyard Boulevard and Butterfield Boulevard. The existing intersection with Caputo Drive would be eliminated, with Caputo Drive terminating in a cul-de-sac north of Tennant Avenue. Properties along Caputo Drive would access the roadway network via Barrett Avenue. The existing intersection along Tennant Avenue at Railroad Avenue would be maintained, with the realigned Railroad Avenue depressed to form an intersection with Tennant Avenue. All existing driveways along the depressed section of Tennant Avenue would be eliminated.
- **Middle Avenue:** Middle Avenue would be elevated over the railroad tracks on an aerial structure between Monterey Road and Llagas Avenue. The aerial structure would be aligned slightly south of the existing Middle Avenue alignment between Monterey Road and Llagas Avenue. A trumpet-shaped interchange would be constructed at the interchange of Monterey Road and Middle Avenue. Because the realigned Middle Avenue aerial structure would be located outside of Morgan Hill and there would be no land use impacts within the City, the land use impacts of the Middle Avenue aerial structure are not shown on Figure 2C.

Option 2 – Viaduct West of US 101

With alignment Option 2, the high-speed rail (HSR) tracks would run just west of US 101 on a viaduct approximately 30 to 60 feet high. This alignment option would allow the HSR tracks to mostly avoid developed land in Morgan Hill. There would be no modifications to the existing roadway network. The land use impacts of alignment option 2 are shown on Figures 3A-3C.

Transportation Impacts

Option 1 – Embankment Through Downtown

With alignment Option 1, the transportation system of Morgan Hill would benefit by the elimination of all at-grade crossings. However, the roadway network modifications proposed with alignment Option 1 have several inconsistencies with the City of Morgan Hill's 2035 General Plan:

- **Tilton Avenue:** Tilton Avenue currently terminates to the east at Monterey Road. Morgan Hill's 2035 General Plan does not show any change to Tilton Avenue. With alignment Option 1, Tilton Avenue would terminate west of the UP rail tracks and lose its access to Monterey Road. The proposed cul-de-sac on Tilton Avenue would not be in conformance with the 2035 General Plan. An overpass or underpass will be needed to maintain Tilton Avenue's connection with the realigned Monterey Road. With either an overpass or underpass, Tilton Avenue's roadway grade would be affected and it is unlikely that the eastern-most driveways along Tilton Avenue could be regraded to maintain access. Affected properties along Tilton Avenue would need to be acquired. Moreover, either an overpass or underpass would require the realigned Monterey Road to be raised or depressed to intersect with Tilton Avenue. It is likely that the intersection of the realigned Monterey Road with Burnett Avenue would also require depression/elevation.

With alignment Option 1, Madrone Parkway would be extended west to Hale Avenue with a connection to the realigned Monterey Road. This extension would be in conformance with the City's General Plan.

- **Railroad Avenue:** With alignment Option 1, Railroad Avenue would be discontinued north of Barrett Avenue, which would not be in conformance with City's General Plan.
- **Restricted Accesses:** With alignment Option 1, all roadways crossing the railroad tracks would be depressed under the tracks. As the roadways regain grade to conform to existing grade on either side of the railroad tracks, some roadways that currently intersect the depressed roadways would no longer have access to the depressed roadways. These access restrictions are not in conformance with City's General Plan. The roadways that would lose access to the depressed roadways are listed below:
 - o McLaughlin Avenue at Main Avenue
 - o Depot Street at Main Avenue
 - o Church Street at San Pedro Avenue

Maintaining these connections would require additional roadway depressions and loss of property access.

Option 2 – Viaduct West of US 101

Option 2 would not result in any changes to the Morgan Hill motor vehicle transportation system. The space under the elevated tracks would provide an opportunity for a multiple-use trail for pedestrians and bicyclists. The City would need to work with the CA HSRA to design the crossings of the possible trail at the interchanges. At-grade crossings would not be safe, so the crossings would need to be under- or over-passes.

Construction Impacts

Construction of the HSR tracks would impact the Morgan Hill transportation system including street closures, lane closures, sidewalk closures, railroad crossing closures, and detours. The main impacts under each design option are described as follows:

Option 1 – Embankment Through Downtown

With Option 1, Monterey Road north of Cochrane Road would need to be realigned, which might result in the closure of Monterey Road during construction. Currently, only Monterey Road and US 101 run directly through Morgan Hill. US 101 is already congested during peak times under existing conditions. No widening of US 101 is planned. Table 1 shows the forecasted average daily traffic (ADT) and corresponding roadway level of service (LOS) at several locations along Monterey Road under Year 2035 General Plan conditions. Three out of eight segments along Monterey Road are projected to serve ADT equivalent to unacceptable LOS F.

Table 1
Year 2035 General Plan Conditions Monterey Road Segment Analysis

	Roadway Segment	2035 General Plan Condition	
		ADT ¹	LOS ²
1	Monterey Road between Kirby Avenue and Tilton Avenue	30,872	F
2	Monterey Road between Peebles Avenue and Madrone Parkway	33,269	F
3	Monterey Road between Cochrane Road and Old Monterey Road	19,584	D
4	Monterey Road between Wright Avenue and El Toro Street	17,164	C
5	Monterey Road between 3rd Street and 4th Street	13,503	C
6	Monterey Road between San Pedro Avenue and Cosmo Ln	26,140	D
7	Monterey Road between Vineyard Boulevard and Watsonville Rd	26,985	D
8	Monterey Road between Starswept Ln and East Middle Avenue	29,446	F

Note:
Source: Morgan Hill 2035 General Plan Update.
1. ADT = Average two-way daily traffic.
2. LOS = Level of service based on daily volume planning thresholds. Peak hour traffic operations may be worse than shown for daily conditions.

The 2035 General Plan includes improvements to enhance north-south connectivity and relieve some of the pressure off of Monterey Road. The following improvements should be provided if Monterey Road is to be partially or completely closed during certain periods of construction.

- Extension of Hale Avenue/Santa Teresa Boulevard as a 2-lane arterial between Main Avenue and Spring Avenue.
- Extension of Murphy Avenue/Mission View Drive as a 2-lane multi-modal arterial between Half Road and Dianna Avenue.
- Realignment of DeWitt Avenue as a 2-lane arterial with Sunnyside Avenue
- Extension of Hill Road/Peet Road as a 2-lane collector between Half Road and Main Avenue.

Before any partial or complete closure of Monterey Road during construction, a detour plan should be prepared and submitted to the City for approval. The detour plan should show the proposed times of closure, the proposed detour routes, and the capacity of the detour routes to accommodate increased traffic during the times of closure.

Building underpasses on the east-west street crossings of the HSR tracks would also result in street closures. Table 2 shows the forecasted average daily traffic (ADT) and corresponding roadway level of service (LOS) on these east-west streets under Year 2035 General Plan conditions. Based on the forecasted average daily traffic on these streets under Year 2035 General Plan conditions, all of the streets would operate at LOS C or D. Therefore, it would not be possible to close more than one east-west street at a time.

Table 2
Year 2035 General Plan Conditions East-West Street Segment Analysis

	Roadway Segment	2035 General Plan Condition	
		ADT ¹	LOS ²
1	Cochrane Road between Adams Ct and Woodview Avenue	27,597	D
2	West Main Street between Hale Avenue and Del Monte Street	6,693	C
3	East Dunne Avenue between Depot Street and Butterfield Boulevard	19,838	D
4	Tennant Avenue between Vineyard Boulevard and Railroad Avenue	17,164	C
Note: Source: Morgan Hill 2035 General Plan Update. 1. ADT = Average two-way daily traffic. 2. LOS = Level of service based on daily volume planning thresholds. Peak hour traffic operations may be worse than shown for daily conditions.			

Option 2 – Viaduct West of US 101

With Option 2, the HSR tracks would bypass the downtown area so there would not be any construction impacts to Monterey Road or the east-west cross-streets. However, there could be construction impacts to the three US 101 freeway interchanges. Along US 101, the interchanges with Tennant Avenue, Dunne Avenue, and Cochrane Road provide access to most of the City of Morgan Hill. The level of service results under Year 2035 General Plan conditions show that the intersections at these three interchanges would operate at LOS D or better conditions (see Table 3). However, because of the importance of the interchanges for access to adjacent properties and the overall City of Morgan Hill, all three interchanges should be kept open during construction.

Table 3
Year 2035 General Plan Conditions Intersection Level of Services at US 101 Interchanges

	Roadway Segment	Peak Hour	2035 General Plan Condition	
			Delay (sec/veh)	LOS
1	US 101 SB Ramps and Dunne Avenue	AM	21.0	C
		PM	18.2	B
2	US 101 NB Ramps and Dunne Avenue	AM	12.9	B
		PM	14.7	B
3	US 101 SB Ramps and Tennant Avenue	AM	32.3	C
		PM	50.3	D
4	US 101 NB Ramps and Tennant Avenue	AM	12.9	B
		PM	11.3	B
5	US 101 SB Ramps and Cochrane Road	AM	14.4	B
		PM	21.1	C
6	US 101 NB Ramps and Cochrane Road	AM	13.6	B
		PM	13.1	B

Source: Morgan Hill 2035 General Plan Update.

Conclusions

As discussed above, with the build-out or during the construction process of the HSR tracks, both proposed alignment options would have different impacts on the Morgan Hill transportation system and on the surrounding properties. Table 4 summarizes these impacts of each option.

Table 4
Impacts Summary of the Proposed HSR Alignment Options

Alignment	Options	Land Use Impacts	Transporation Impacts	Construction Impacts
	Option 1 (Downtown embankment)	- - - -	+ +	- - -
	Options 2 (West of US 101 viaduct)	- -	o	-
Notes: " - " represents negative impacts " + " represents benefits " o " represents no impacts				



Figure 1
Alignment Options for the Proposed High Speed Rail Track



Attachment: HSR Draft Comments and Layouts (2761 : HSR EIR/EIS)

Figure 2a
Affected Properties by Option 1 - East of UPRR Alignment - Embankment



Attachment: HSR Draft Comments and Layouts (2761 : HSR EIR/EIS)



Legend

East of UPRR

Residential Properties

Historical Properties

Mixed Use Properties

Non-Residential Properties

Open Space

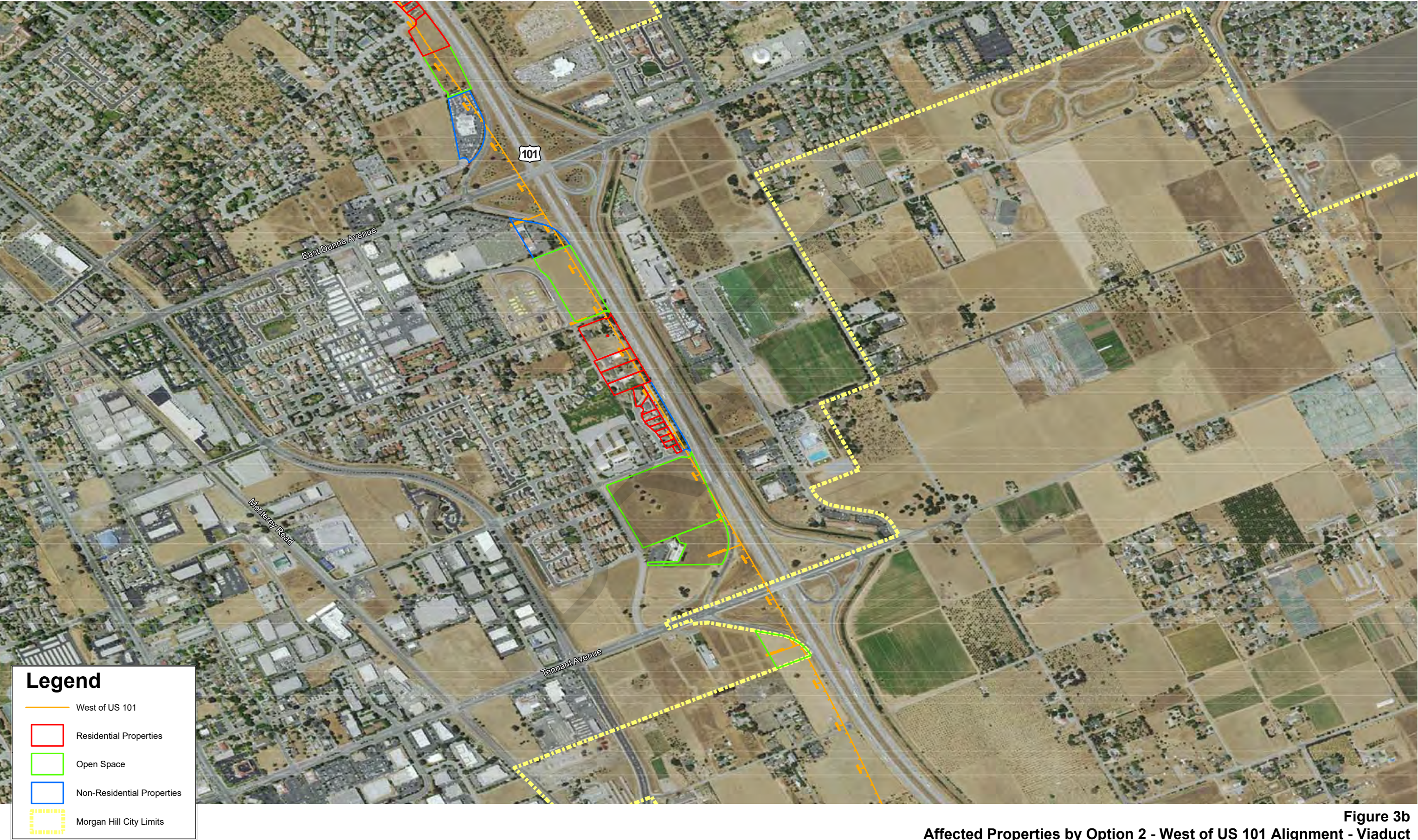
Atherton Way Hidden Pond

Morgan Hill City Limits

Figure 2c
Affected Properties by Option 1 - East of UPRR Alignment - Embankment



Attachment: HSR Draft Comments and Layouts (2761 : HSR EIR/EIS)



Attachment: HSR Draft Comments and Layouts (2761 : HSR EIR/EIS)

Figure 3b
Affected Properties by Option 2 - West of US 101 Alignment - Viaduct



Legend

West of US 101

Residential Properties

Open Space

Non-Residential Properties

Morgan Hill City Limits

Figure 3c
Affected Properties by Option 2 - West of US 101 Alignment - Viaduct

Attachment B

DRAFT

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May 21, 2020

Pooja Nagrath
 David J. Powers & Associates, Inc.
 1871 The Alameda, Suite 200
 San José, CA 95126

VIA E-Mail: apnagrath@davidjpowers.com

Subject: Review of the California High-Speed Rail Noise and Vibration Assessment for the City of Morgan Hill

Dear Ms. Nagrath:

We have completed our review of the California High Speed Rail (HSR) Draft Environmental Impact Report/Environmental Impact Statement Section 3.4 on Noise and Vibration, as it relates to the City of Morgan Hill. The documents reviewed included the overall report in Section 3.4, the Noise and Vibration Technical Report and its Appendices A, B, and C. These documents are generally thorough and follow the requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA) and adhere to the guidance of the Federal Railroad Administration (FRA) for HSR¹ and the Federal Transit Administration Noise and Vibration Impact Assessment Manual.² One challenge for the City of Morgan Hill is that given the length of the analysis from San Jose to Merced, the analysis is broken up into corridors, which include multiple jurisdictions of cities and unincorporated areas. As a result, the sections do not quite align with city limits so that additional information is needed to more precisely assess the impacts in the City of Morgan Hill. However, given the information provided, the impacts can be estimated with an indication that actual impacts in the City may be slightly more or less. Similarly, of the existing noise data identified as being in the Morgan Hill to Gilroy section, only a portion is in Morgan Hill. Properly quantifying the existing noise levels is an important aspect of the assessment as impact is defined on the basis of increases in level over the existing conditions.

¹ High-Speed Ground Transportation Noise and Vibration Impact Assessment, U.S. Department of Transportation Federal Railway Administration, Final Report DOT/FRA/ORD-12/15, September 2012.

² Transit Noise and Vibration Impact Assessment Manual, U.S. Department of Transportation Federal Transit Administration, FTA Report No. 0123, September 2018.

There are four proposed rail alignments considered in the assessment. Alternative 1 uses a viaduct east of downtown Morgan Hill. Alternate 2 brings the HSR through downtown Morgan Hill on an embankment parallel to the existing low speed rail line. Alternative 3 is similar to Alternative 1 in Morgan Hill. Alternative 4 is the preferred option, which brings the HSR through downtown Morgan Hill at grade in the existing railroad right-of-way.

To estimate the number of impacts in the City of Morgan Hill, the impacts due to HSR operation included in the Noise and Vibration Technical Report were used, as determined using FRA guidance. In the Table 1, the number of moderate and severe noise impacts are identified within the limits of roadways identified. Moderate impacts may or may not trigger the need for noise mitigation, as described in Section 3.4 Noise and Vibration of the EIR/EIS document, while Severe impacts do generate the need for noise mitigation. The number of impacts in both cases are included in Table 1. The impacts are also broken down by the following land use categories: Category 1 areas where quiet is an essential element to the land use; Category 2 are Residential; and Category 3 are Institutional use and passive-use parks. Vibration impacts are also identified in Table 1. From this table, the greatest number of noise and vibration impacts for the City of Morgan Hill occurs in the downtown HSR options, with the highest being for Alternative 2 due to the elevated railway on the embankment, followed by the at grade Alternative 4. In order to

Table 1: Summary of Noise and Vibrations Impacts for the City of Morgan Hill

Location		Noise				Vibration
		Moderate		Severe		
		Cat 2	Cat 1, 3	Cat 2	Cat 1, 3	
Alt 1	Burnett Ave to Tennant Ave	68 SF 2 MF 1 Hotel	0	1 SF	0	0
	Tennant Ave to California	31 SF	0	0	0	0
	Total	102	0	1	0	0
Alt 2	Palm Ave to Tilton Ave	36 SF 1 MF 1 Hotel	0	0	0	1 Vib Sen
	Tilton Ave to Tennant Ave	304 SF 131 MF 1 Hotel	3 Inst 1 Micro 1 Amp	225 SF 79 MF	0	0
	Tennant Ave to California Ave	26 SF 101 MF	0	6 SF 100 MF	0	0
	Total	563	5	410	0	1

Table 1 (cont): Summary of Noise and Vibrations Impacts for the City of Morgan Hill

Location		Noise				Vibration
		Moderate		Severe		
		Cat 2	Cat 1, 3	Cat 2	Cat 1, 3	
Alt 3	Burnett Ave to Tennant Ave	70 SF 2 MF 1 Hotel	1 SF	1 SF	0	0
	Tennant Ave to California	31 SF	0	6 SF	0	0
	Total	104	1	7	0	0
Alt 4	Palm Ave to Tilton Ave	9 SF	0	1 SF 1 MF	0	0
	Tilton Ave to Tennant Ave	224 SF 67 MF 2 Hotel	3 Inst 1 POW 1 Amp	158 SF 107 MF	0	1 SF 3 MF
	Tennant Ave to California Ave	11 SF 100 MF		17 SF 100 MF	0	11 SF 100 MF
	Total	413	5	384	0	111

Note: SF=single residences, MF=multi family residences, Inst=institutions, POW=places of Worship, Amp=amphitheaters

evaluate these impacts, the City of Morgan Hill should request the location of the impacted places along with the specific mitigation measurements that will be applied to each.

Another consequence of the EIR/EIS analysis being done by sections rather than by jurisdictions is the determination of the existing noise levels. The exact locations of these measurements were determined from the addresses provided and the photographs of the sites supplied in Appendix A. Eleven locations were identified as being applicable to the City of Morgan Hill. Of these, only eight are actually in the City: N101 through N108. Two are problematic for assessing the existing levels: N100 and N109. Location N100 indicated considerably higher levels than the others, 81 dBA L_{dn} , compared to the range of 68 to 73 L_{dn} for the other measurement locations. N100 is approximately 3.7 miles from the City of Morgan Hill northwest boundary. Location N109, which was southeast of the city boundary and east of US 101, indicated considerably lower levels, 57 dBA, compared to the range. From the Noise and Vibration Technical Report, it cannot be determined if these data effected the estimation of the existing levels within the City of Morgan Hill. In order to determine this, the City should request the results of existing noise level modeling done within Morgan Hill.

The EIR/EIS documents approach the noise and vibration assessment from a high level view, breaking up the City of Morgan Hill into two sections for Alternatives 1 and 3 and three sections for Alternatives 2 and 4. This high level view does not facilitate a more detailed analysis for the City, with regard to how effective the mitigation measures will be. For construction noise, mitigation measures are cited that are typical and can be effective for construction projects. Their effectiveness, however, will vary by location of the work and the receptors and the equipment and operations. The impact of construction noise will have to be assessed in more detail once the individual projects in the City are defined by the contractor. At this point in the project, the assessment of the Construction Noise and Vibration appears to be thorough, in terms of assessment and mitigation measurements but should be considered as significant and unavoidable for the time being until detailed, site specific construction plans and equipment operations are specified are provided and actual planned mitigation measures can be evaluated to determine if the impact is unavoidable.

For operational noise, the primary mitigation strategy is the use of sound walls at various locations for Alternative 2 and 4. These reduce the number of moderate impacts of Alternative 2 to zero and the number of severe impacts to 26 in Morgan Hill. For Alternative 4, the moderate impacts are also zero and with only two severe impacts. There is insufficient detail to determine if the impacts in Alternatives 2 and 4 could be lowered by increasing wall height, using absorptive facings, or more novel barrier designs. For Alternative 4, the two severe impacts are eliminated with the use of an unspecified number of quiet zones (mitigation measure NV-MM#3). The use of these quiet zones would reduce the usage of barriers that are identified in NV-MM#2), however, implementing the quiet zones would be the responsibility of the City. Under NV-MM#2 or #3, it should be noted that the feasibility and reasonableness of these barriers have only been initially evaluated and that these need to be re-evaluated in more detail before they are actually included in the project. Other possible mitigation measures involve reducing the sources of noise from the vehicles and the track, however, the impact of such reductions are not quantified. Concerns about HSR passenger stations and maintenance facilities are not applicable to the City of Morgan Hill.

Traffic noise would increase by 2 dB at two locations in the City for all four Alternatives by the year 2029 and would not be considered significant impacts. By 2040, one location in all of the Alternatives would be exposed to a traffic noise increase of 3 dB. This is the ¼ mile segment on Llagas Road between Hale Avenue and Old Monterey Road. This section has a posted speed limit of 35 mph, lined with subdivision walls and is one lane in each direction. Under CEQA, this would be a significant increase; however, the street has significant cracking and wear and possibly would be rehabilitated with a quieter pavement by 2040. If not, the City may want to consider requesting that this be done as part of the HSR noise mitigation.

In Table 1, operational vibration impacts are noted in Alternatives 2 and 4. Mitigations are to be designed and implemented during the final design. The City of Morgan Hill should request the location of these impacts and specific mitigation would be applied. In several places in the documents, the EIR/EIS implies further analysis will be done for vibration as well as noise. The timing and extent of these evaluations should be clarified to the City.

Sincerely,

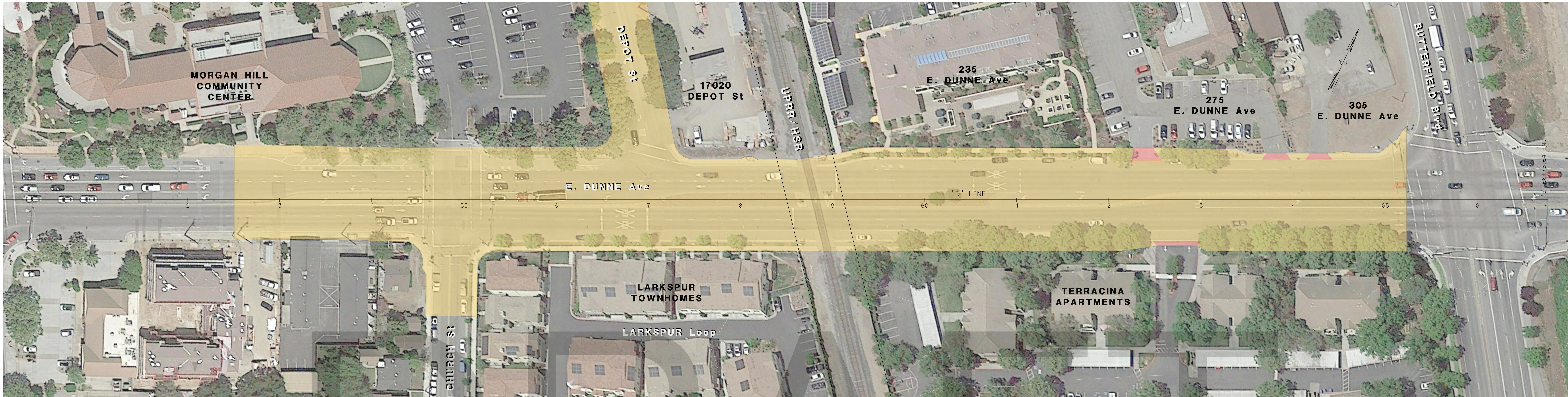


Paul R. Donovan, Sc.D.
Principle, Illingworth & Rodkin, Inc.

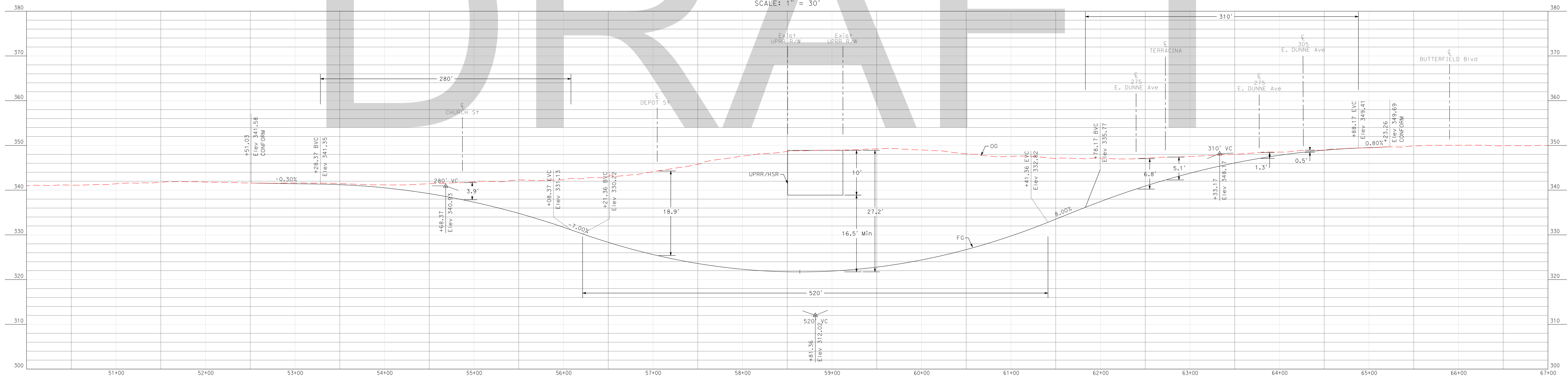
DRAFT

Attachment: HSR Draft Comments and Layouts (2761 : HSR EIR/EIS)

K:\2020\200786_Morgan_Hill_EINENG\EXHIBITS\002-Plan_and_Profile\01 - E Dunne_Crossing.dwg 20 May 2020 8:55:55am henn



PLAN
SCALE: 1" = 30'



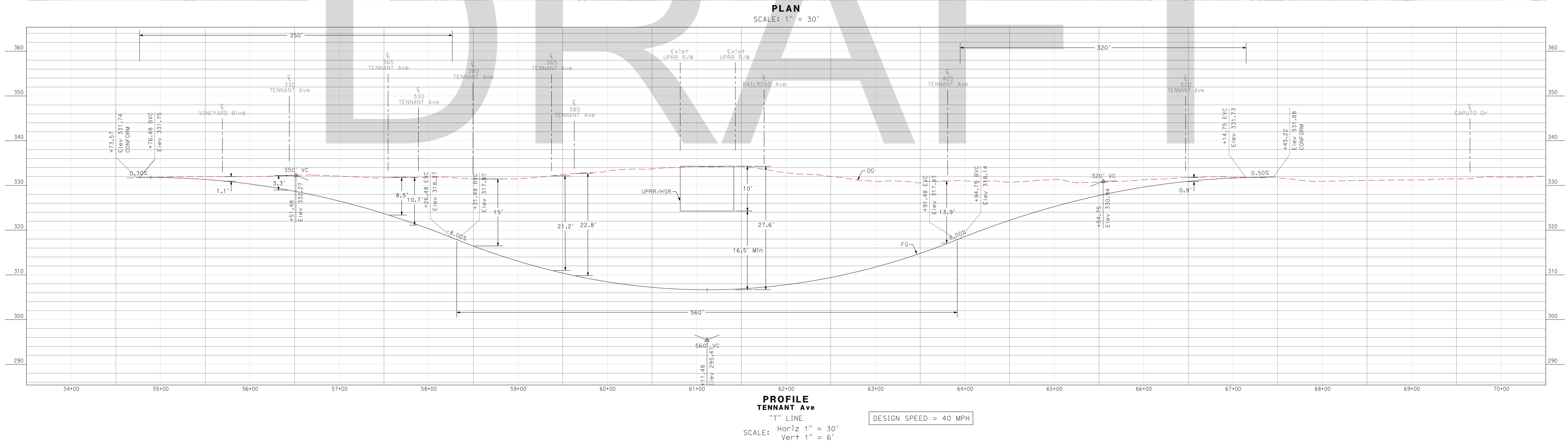
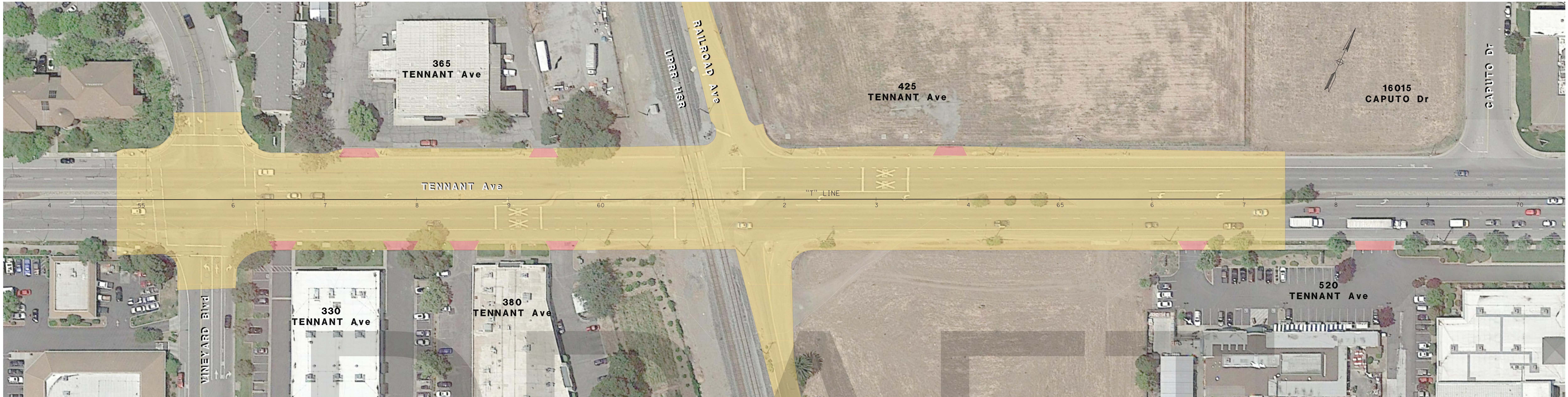
PROFILE
E DUNNE Ave
"D" LINE
SCALE: Horiz 1" = 30'
Vert 1" = 6'

DESIGN SPEED = 40 MPH

E. DUNNE AVENUE CROSSING - ALT 4 UNDERCROSSING

05/ 20/ 2020

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TENNANT AVENUE CROSSING - ALT 4 UNDERCROSSING

**CITY OF MORGAN HILL HSR ALIGNMENT ALTERNATIVES
DEIR/EIS TECHNICAL/ENGINEERING REVIEW SUPPORT MEMORANDUM**

URBAN DESIGN

DRAFT

PREPARED FOR: CITY OF MORGAN HILL

5/15/2020

Attachment: HSR Draft Comments and Layouts (2761 : HSR EIR/EIS)

Perkins&Will

Perkins and Will (PW) has reviewed the four alignments proposed in the San Jose to Merced Draft EIR/EIS. Alternative 4, a blended at-grade alignment through the City of Morgan Hill, was identified by the California High-Speed Rail Authority (CHSRA) as their Preferred Alternative in this Draft EIR/EIS.

PW studied the context of existing conditions and known planned projects within Morgan Hill and assessed how well the proposed alternatives align with the City's planning visions and goals. The design elements of each alternative are also evaluated using best urban design practice in creating a safe, comfortable, beautiful and vibrant environment for pedestrian, cyclists and cars with a special emphasis on maintaining the existing and future vitality of the Downtown.

This memo focuses on urban design considerations related to Alternative 4, the CHSRA Preferred Alternative. Other alternatives are reviewed briefly in this urban design analysis due to the following considerations:

- Alternative 2 runs through Morgan Hill Downtown, similar to Alternative 4. However, its alignment and elevated berm requires additional right-of-way outside the existing UPRR right-of-way, causing more property and building impacts than Alternative 4. Furthermore, the raised tracks create a more significant visual barrier visible from downtown streets. Given a raised track profile, Alternative 2 largely excludes any potential at-grade crossings which would cause the closure of Depot Street at Main Avenue to accommodate the grade separation at Main Avenue.
- Alternative 1 and 3 both follow an alignment on a viaduct adjacent to U.S. Route 101 through Morgan Hill. These two alternatives will impact a swath of land including established residential properties along U.S. Route 101 near Walnut Grove Drive. The 60-foot high viaduct will create a negative impact on the character of the residential neighborhood.

1. ALTERNATIVE 4 (CHSRA PREFERRED ALTERNATIVE)

Alternative 4 runs at-grade through Morgan Hill downtown. It is located predominantly in the existing UPRR right-of-way.

Potential Urban Design Impact

- Pedestrian and bicycle access & connectivity
 - Alternative 4 proposes enhanced at-grade crossings at locations where streets are currently crossing the UPRR Corridor at grade. It also maintains the current pedestrian and bicycle infrastructure on existing streets. From a pedestrian and bicycle connectivity perspective, the at-grade crossings do not create significant impacts other than causing delays that could be more significant than existing conditions given the future frequency of service along this corridor. However, other concerns related to traffic and emergency response may drive a decision towards grade separation at Dunne Avenue and Tennant Avenue, which leads to a discussion below about potential design mitigation opportunities related to a grade-separated underpass at these locations.
 - The existing at-grade pedestrian railroad crossing at Caltrain Station and Morgan Hill Playground and Park will be replaced by a pedestrian underpass in Alternative 4. This will enhance safety and also allow for improved bicycle crossing conditions. A well-designed station underpass will not only service Caltrain passengers but also increase pedestrian foot traffic between Butterfield Boulevard and the Downtown.

- Visual impact
 - Alternative 4 has less impact on the visual character of the Downtown than the other three alternatives.
 - Additional evidence is needed to justify CHSRA's statement regarding increased of visual quality in the Aesthetics and Visual Quality section.
- Property and building impacts
 - Alternative 4 has less impact on adjacent properties through Morgan Hill Downtown compared to Alternative 2, which has elevated tracks on a berm following the same alignment as Alternative 4. The slopes of the berm require permanent land-take from properties on both sides of the tracks.
 - Alternative 4 would cause property impacts primarily around the Caltrain Station where the right-of-way is expanded to accommodate an additional station platform. Parking spaces on the VTA lot and the residential property near E Main Avenue will also be impacted.
 - The proposed Caltrain Station pedestrian underpass and ramps with an ADA accessible slope will take up a significant amount of space. The capacity for parking and/or future proposed uses on the station-adjacent parcels will be impacted.

Potential Mitigation Opportunity, Consideration and Recommendation

1. Caltrain Station access

Considerations

- The underpass serving Caltrain Station must meet ADA accessible design standards and support bicycle access.
- The location of the pedestrian underpass should be considered with the planning and design of pedestrian paths, access way, pick-up/drop-off, parking, and future development on the adjacent properties.
- The design should provide adequate lighting and maximize natural light to enhance security while ensuring energy efficiency. The length of actual tunnel should be minimized.

Recommendations

- The tunnel should be minimum 20 feet wide and 10 feet tall with a ground texture or pavers differentiating the zones dedicated to pedestrians and bicycles.
- A five percent slope is recommended for a continuous access ramp to improve ADA accessibility and to support cyclists.
- A compact design of the ramps is recommended to allow for future flexibility in the use of the public properties adjacent to the Caltrain Station.

Perkins&Will

- Provide adequate lighting in the pedestrian underpass. Preserve maximum exposure to daylight through locating the ramps where opening to the sky is possible. Consider integrating landscape features into the design of the ramps to enhance the visual quality of the infrastructure.

2. *Dunne Avenue potential grade separation*

Considerations

- Dunne Avenue is a primary connection close to Morgan Hill downtown – an integral part of the city’s proposed Bikeway, Trails, Parks and Recreation System. A grade-separated underpass provides an opportunity to minimize disruption to pedestrian and bicycle flow.
- The sidewalks and bike lanes along Dunne Avenue should be compliant with ADA standards.
- Mitigation for driveway and building access impacts along Dunne Avenue should be considered.

Recommendations

- Proposed Dunne Avenue grade separation should be designed in coordination with the realignment of Depot Street to connect with Church Street.
- Bicycle lanes and sidewalks should be incorporated into the proposed section of the Dunne Avenue underpass. Physical barriers are recommended between bikes lanes and travel lanes. In the case that a grade difference is needed between the sidewalks and travel lanes in order to maintain ADA compliance, the bike lanes should be located at the sidewalk level.
- Consider creating a public pedestrian path at-grade to preserve existing building access to the homes along the north face of the Larkspur Loop block.

3. *Tennant Avenue potential grade separation*

Considerations

- The proposed Tennant Avenue grade separation should be taken into consideration the existing Railroad Avenue – Tennant Avenue intersection. Maintaining the intersection below-grade would require a realignment of Railroad Avenue to intersect with the lowered intersection and cause a significant amount of permanent land-take in adjacent properties.
- The sidewalks and bike lanes along Tennant Avenue should be compliant with ADA standards.
- Mitigation for driveway and building access impacts along Tennant Avenue should be considered.

Recommendations

- Bicycle lanes and sidewalks should be incorporated into the proposed section of the Tennant Avenue underpass. Physical barriers are recommended between bikes lanes and travel lanes. In the case that a grade difference is

needed between the sidewalks and travel lanes in order to maintain ADA compliance, the bike lanes should be located at the sidewalk level.

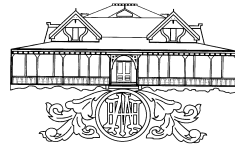
- Railroad Avenue should remain at-grade and terminate in a turnaround just to the north of Tennant Avenue. Although Railroad Avenue will no longer intersect with Tennant Avenue, given that Tennant Avenue will pass below the tracks, it will cause significantly less impact on adjacent properties.
- Create a new easement or an alternative access point to mitigate the impact to properties on the west side of the HSR corridor that currently can only be accessed from Tennant Avenue.

4. Monterey Underpass

Recommendations

- Proposed section of Monterey Road Underpass should incorporate sidewalks and bike lanes.

DRAFT



Morgan Hill Historical Society

To preserve and share the history of Morgan Hill, and its environs, to inspire a sense of community.

May 28, 2020

California High-Speed Rail Authority
Attn: San Jose to Merced: Draft EIR/EIS
100 Paseo de San Antonio, Suite 300
San Jose, CA 95113
san.jose_merced@hsr.ca.gov

Ricci Graham
Ricci.graham@hsr.ca.gov

Subject: San Jose Merced Draft EIR/EIS Comments

I am writing to you as Board President of the Morgan Hill Historical Society (MHHS), an all-volunteer organization. MHHS has restored, preserved, maintained and operated Villa Mira Monte (VMM) and offered education and enrichment programs at this site for the benefit of our community for 27 years. To accomplish all this and fundraise requires a full-time effort from a number of our board and committee volunteers. We are currently working on plans to develop the back of the site with a parking lot, a great lawn and an agricultural demonstration garden to better support our community events and programs. These plans also include a provision for a much-needed Visitor Center that will draw tourists to learn about local history and all that our community has to offer during their visit.

Our board members have reviewed the San Jose to Merced Draft EIR/EIS and wish to submit the following comments. Our organization holds title to VMM, which is designated as a Morgan Hill City park and listed on the National Register of Historic Landmarks, United States Department of the Interior, National Park Service, ID # 78000777. The deed to the site requires that the holder preserve and maintain it in perpetuity as a community resource/park keeping it open for community educational and recreational purposes.

The CHSRA position in the EIR/EIS sites Federal, State and possibly County regulations that permit alternatives (2 and 4) to run through the center of our community with up to 16 HSR trains per hour at peak commuting times. In addition, Caltrain will be running 4 commuter trains (likely to increase since HSR will not have a station in Morgan Hill) with additional freight trains using the same right of way on a daily basis. This means that at full buildout during peak commute times at least 20 trains per hour will run on the tracks. This means that trains will be traveling through our community approximately every 3 minutes.

17860 Monterey Road
P.O. Box 1258, Morgan Hill, CA 95038
408.779.5755
www.morganhillhistoricalsociety.org
Tax ID 94-2562450

Attachment: Letter from Morgan Hill Historical Society (2761 : HSR EIR/EIS)

What the EIR/EIS does not consider are the numerous negative human and financial impacts created by these alternatives – for our city and for VMM. Our comments address Alternatives 2 and 4 which impact VMM and will place the tracks adjacent to the eastern boundary of the VMM property and through the center of downtown Morgan Hill.

Sound: The noise and vibration from these trains—projected to be a minimum of 20 per hour at peak, running as often as every 3 minutes during peak commute times—will mean that structures within several hundred feet from the tracks will be significantly impacted by high noise levels and vibrations. In the case of VMM, this adverse impact will make it virtually impossible to hold our year-round, mission-driven community education, recreation and fundraising events, and threaten site rentals by community partners. The result will be a severe and irreversible diminishing of our ability to serve our community according to our mission and to raise funds needed to keep the site open and operational. This in turn would result in a loss of membership and donation revenue. Currently, MHHS raises an annual average of \$79,000 to support site preservation, maintenance and operation. This does not include grants and donations from outside sources.

The Alternative 2 makes this statement: “While the HSR embankment would be visible from VMM, it would not hinder the resource’s ability to convey its era of construction, associations with Diana and Hiram Morgan Hill, and distinctive and refined architectural style. The project would not cause a substantial adverse change in the significance of the resource because construction of the HSR embankment would not materially impair characteristics that qualify it for listing in the CRHR.”

This does not address the environmental issue of sound that would render the site virtually unusable for most all functions.

Alternative 4 states that, “The project would not cause a substantial adverse change in the significance of the resource because project activities would not materially impair characteristics that qualify it for listing in the CRHR.”

Again, reality is that the site will be rendered virtually useless for purposes of community educational and recreational use and prohibit fundraising and rental income.

Vibrations: Vibrations will be an ongoing concern for the long-term effects on historical buildings that require constant preservation and maintenance work. From comments shared by many who have experienced vibrations, they can be considerably more of a concern than what is presented by the CHSRA.

Environmental Impacts:

- The impact of the near constant noise of trains during peak commute hours is significantly underrated and will render the site useless for education and recreation activities as required in the deed to the site. Even during non-peak commute times, the disruption to programs and events will be significant.
- The impact of long-term vibrations is underrated and leads to concerns about increased preservation and maintenance costs.
- The view of the HSR corridor, even well designed from the CHSRA perspective, will be unsightly from the historical perspective and will greatly diminish the authenticity of visitors’ experience of our historic site.

- The above factors render the site unable to conduct fundraising activities to support preservation, maintenance and operation.
- The above factors also render the site unpleasant to volunteers and community partners who are critical to the growth and success of our operations.

Impact on the historical significance of the site: While HSR construction and operation may not directly alter the physical structures located at VMM, the view from the site to the rear with a 20+ foot embankment and 27-foot-tall OCS poles with transmission wires running through them will create a very “unappealing sight” that runs counter to the authentic visual experience of VMM and its historic significance as the original home of our city’s namesake—making it one of the most important assets that makes the City of Morgan Hill unique. The EIR/EIS statement that the current view of the residential development behind the site already compromises the historical context of the site fails to mention that a greenbelt area is already planned to mitigate that impact. The presence of residences in no way compares to the glaring monstrosity that will be created by the HSR.

Use of the site as a temporary staging area:

MHHS has the following comments and questions regarding the temporary use of the back of the site as a temporarily staging area for construction materials and equipment.

This area is slated for the development of a paved parking area, which is possible prior to the timeframe CHSRA plans to use this area. If this should happen, there are concerns about loss of use as well as damages to the surfaces, curbing and landscaping.

Questions for which we would like answers:

- Can the Historical Society deny CHSRA use of the designated area for staging activities?
- If there is an alternative staging area, how will MHHS be compensated for this use or for damage to our site?
- What is the anticipated time commitment (months/years, start and end dates) for this use?
- What equipment, materials and supplies will be located/used on the VMM site? Will HSR be required to also put up temporary safety fencing, further encroaching on our site? Will fuels be stored in equipment or containers on the site? How will HSRA ensure that MHHS is free of liability should HSRA equipment, materials or supplies be damaged or stolen while located on the VMM site?
- What will be the access for locating equipment, materials and equipment on the site?
- Will this involve large trucks and heavy equipment using the main drive to the site?
- If the driveway on the site will be used, is it wide enough to provide access, what wear and tear will it suffer and will MHHS be compensated for repairs and maintenance? How would HSR compensate MHHS for large mature native oaks on the driveway side and in back of the site?
- What other environmental impacts will impede MHHS from doing business and maintaining the site; dust, noise, etc.?
- What compensation will MHHS receive for damage to or disruption of the site: driveway and parking area, replacement of fencing, damage or disruption of infrastructure elements including but not limited to power, water, sewer, broadband, etc?

The presence of HSR will grossly compromise the site's historical integrity and we anticipate devastating impacts along with economic, safety, cultural, and environmental repercussions.

Based on all the above, the Morgan Hill Historical Society requests that the HSR Authority select an approved alignment that will avoid ANY impact to this unique, valuable and irreplaceable community resource.

The Morgan Hill Historical Society appreciated CSHA's careful consideration of these comments. A response to the questions raised in this letter would be greatly appreciated. If there are any questions, please contact me at ksullivan@morganhillhistoricalsociety.com.

Sincerely,



Kathy Sullivan
President, Morgan Hill Historical Society
408-230-7876

CC: Morgan Hill Historical Society Board of Directors
Morgan Hill City Council
Morgan Hill City Manager, Christina Turner
Morgan Hill Director of Community Services, Chris Ghione
Morgan Hill City Attorney, Donald Larkin
U.S. Senator Bill Monning
U.S. Congresswoman Zoe Lofgren
California Assembly Member Robert Rivas
Santa Clara County Supervisor Mike Wasserman

From: Steve Chappell <steve@aggi.com>

Sent: Tuesday, June 2, 2020 7:28 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr

<Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran

<yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John

McKay <john.mckay@morganhill.ca.gov>

Cc: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Subject: Objection and opposition to 6/3/2020 City Council Meeting Items 11 and 15

Importance: High

City Clerk, please add to the official City Council Meeting Agenda Items and Record.

2 June, 2020

For the 3 June 2020 City Council Meeting

City Council Agenda Item(s)

15. PROVIDE DIRECTION REGARDING MONTEREY ROAD COMPLETE STREETS/LANE REDUCTION AND USE OF DOWNTOWN PUBLIC SPACES

AND

11. REJECT BIDS FOR THE EAST MAIN AVENUE BIKE LANES AND SIDEWALK PROJECT AND REBID THE PROJECT WITH MODIFICATIONS

Morgan Hill City Council and Morgan Hill City Staff-

Submitted herein is my objection and opposition to any further discussion, plans or actions with our Downtown thoroughfare of Monterey Road between Dunne and Main. I am Objecting and asking each of you to take off and not take any further action or approvals of (and in whole) to Agenda Items 15 and 11. I am requesting these items are removed without further discussion, planning or action by the City Council or City Staff.

I'm going to outline just 5 core areas of why the City should accept this request for removal of these items, and is Failing it's Residents and Businesses by continuing to repeatedly "re-brand" this previously failed project many times. I'm happy to provide many more at your request, but here is just five:

1. For the last 20 years the City Council has placed "preferential treatment" of the Downtown area over any other Business District in Morgan Hill.

The Downtown Area from Dunne to Main on Monterey Only brings in the least amount of Tax Revenue to the City. Those of us who own businesses and also collect Sales Tax Revenue outside that area make up the bulk of what Morgan Hill receives **by a multiple of 19x**, or in simpler terms, 95% of the total collections to the city come outside the entire DT area of influence. Yet, even though we collect the most, we get the least attention including aged and failing infrastructure like Data / Telecommunications, Poor Streets condition and lack of maintenance. Compared to the Downtown area that collects the least, everything is meticulously maintained and constantly far better than outside that area. This is Preferential Treatment to the lowest Tax Collectors in the entire Morgan Hill City Limits. Why? Why do you give the most attention to those who collect the least amount? This smells and looks like Corruption at the very root of it's essence, and you all look bad for allowing it to happen over and over again. Stop Doing That.

2. Even after Multiple Failed Attempts, Wasted Taxpayer Funds and Projects later Bulldozed, the City continues to waste our Money.

This isn't a new idea, it's a **Re-branded Failed Idea**. And it's failed many times. Not in particular order, but let's review just a few of the Failed Projects spending Taxpayer money frivolously over the Downtown Monterey Area:

- A. Large sums of money was completely wasted on the "original" 3rd Street Promenade to later only be bulldozed. Return on that Investment, (Negative).
- B. The City attempted restricting traffic to "calm" the Downtown Area. Return on that Investment, again, (Negative).
- C. The City installed Speed Bumps to slow traffic through Downtown. Return on that Investment, (Negative) again after they were removed for another failed project.
- D. The City spent funds on a Traffic Redirection Campaign (Don't drive through it, drive to it", again, with (Negative) Return on that Investment that lasted for Months.
- E. The City spent funds on a dedicated then "Sharrow" Bike Lane, again, (Negative) return on that Investment.
- F. The City "created" part of this issue by allowing easement so close to the street except for newer developments. On top of that, instead of increasing easement in older areas, the City "Narrowed" that ability by Widening the center Median. The City should have narrowed the median, widened the sidewalk areas and left two lanes in each direction alone.

The City has spent countless hours, countless resources and meetings again to re-sell us on another failed project after failing multiple times prior with poor planning and lack of foresight. How about we just stop repeating failed projects over and over again and focus on what's really important, not spending anymore of our money on your future failures.

3. Monterey Road is a Major Thoroughfare, it's not some dinky side street that needs revitalization.

Our Downtown Area and Monterey Road was not designed or built to be restricted. It was originally a Highway, and still is in some areas as it's namesake, Monterey Highway. It connects the Northern end of our town to southern end, it provides through right of way traffic to ALL Major arteries and major East to West roads in Morgan Hill. It's a big deal. When you restrict it at any point, you choke and constrict not only the downtown traffic but the lateral North to South traffic flow as well. Restricting Downtown chokes the traffic as seen many times prior, and when the City previously experimented with their failed plans above.

4. The City is Scapegoating the COVID-19 Crisis to push this project through, and for all the wrong reasons

Most non-restaurant Downtown merchants I've spoken to object to this new plan. They object because a road restriction will once again "hurt" their business, not help it by making them more inaccessible. This latest attempt to scapegoat COVID-19 on all the Downtown Problems and a Road Restriction being the fix is also wrong. Eating establishments that have outside dining will always have outside dining. If they want to expand, the City can allow them to do that on the existing sidewalk, side streets or parking lots. No One is Going to Sit on the Hot Street inches away from cars and at peril of their own life for a Cheeseburger or Meal of Fish. Out of nearly 400 Residents I personally spoke to about that plan, they all stated they would not sit on or near the street at all. If you want to stimulate downtown eating, then give them more sidewalk easement, not less parking or shoving them to the street.

5. The City of Morgan Hill is in a Fiscal and Fiduciary Crisis Mode. Penalizing Residents with another Failed Project will not fix that.

The City and Council need to STOP SPENDING MONEY. Many of you up on that bench are the reason we are in this mess. You have overbuilt and under-funded many areas of our City, and trying to put more lipstick on this pig won't make the pig any prettier. STOP SPENDING MONEY before you turn this City into a soon to be had Bankruptcy case. Again, STOP, STOP, STOP SPENDING OUR MONEY.

In summary, I'm asking you to cease on any further actions or approvals to let City Staff work on MONTEREY ROAD COMPLETE STREETS/LANE REDUCTION AND USE OF DOWNTOWN PUBLIC SPACES as well as cease all activity and City Staff work on MAIN AVENUE BIKE LANES AND SIDEWALK PROJECT.

Cordially,

/s/

Steve Chappell

Morgan Hill Resident and Morgan Hill Business Owner



Monterey Road Complete Streets/Lane Reduction & Other Uses of Public Space Downtown June 3, 2020 – Item 15



Areas of Discussion



- Monterey Road Complete Streets/Lane Reduction Project
- **2015 Trial Review**
- **Potential to Revisit**

- Alternative options for roadway changes in the Downtown
- **Monterey Road closures**
- **Side Street closures**

- Alternative uses of public spaces in the Downtown

2015 Pilot Project

Background

- Long Term Planning
- Redevelopment and Downtown Placemaking Investment Strategy
- Support Downtown Economic Development
- Potential for Major Renovation
- Approach: Limited Term Pilot Project



2015 Pilot Project



Objectives

- Improve livability and economic vitality
- Enhance pedestrian environment
- Accommodate bicyclists safely
- Reduce noise and air pollution
- Create attractive, thriving and vibrant community gathering places
- Foster a safe and inviting experience for all
- Preserve mobility for those accessing businesses, schools, services, transit, and other key destinations

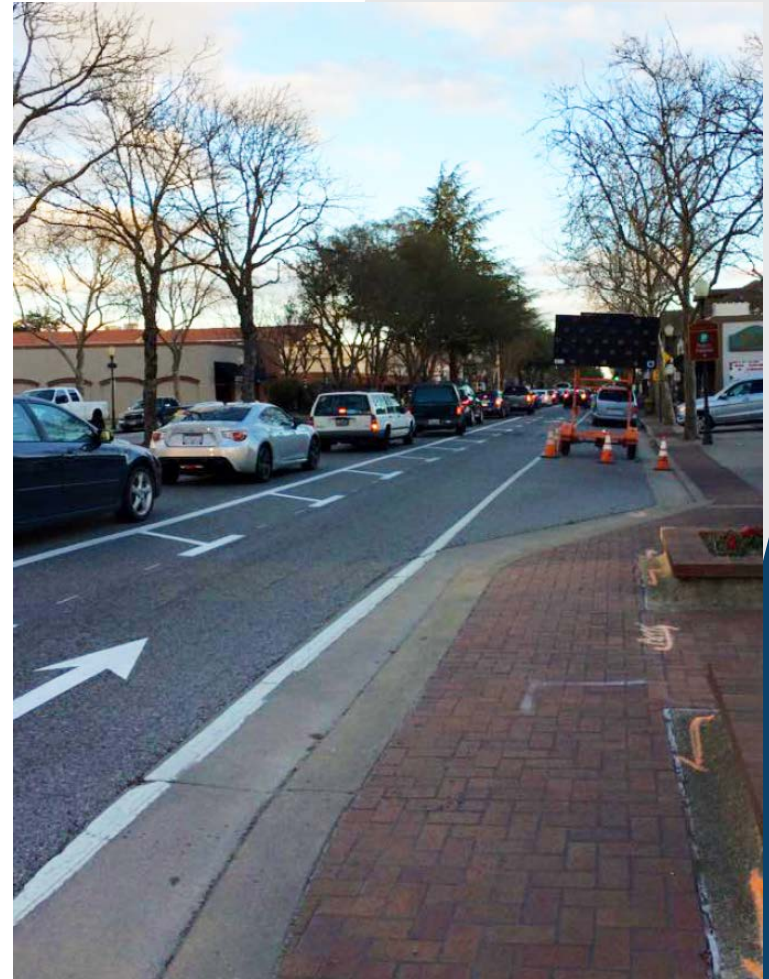
Complete Streets

A Complete Streets policy ensures that the entire right of way is planned, designed, operated and maintained to provide safe access for all users.

2015 Pilot Project

What the Project Included

- Reduced vehicular traffic from two lanes each direction to a single lane.
- Added a buffered bicycle lane in each direction.



2015 Pilot Project Surveys

- 2 out of 3 residents surveyed not in favor
- Majority of those not in favor were those that primarily drive through Downtown
- Mixed results for businesses

Project Results

- Project Monitoring Report - Evaluated effectiveness relating to Complete Streets Objectives and showed it was successful.

2015 Pilot Project

Number of people walking increased by 6%

- 54% increase in diversity among people riding bicycles (age, gender, race, and ethnicity)
- 614% increase in the number of youth riding bicycles
- 48% decrease in people riding bicycles on sidewalks
- Noise levels declined to a more comfortable level, as sound energy levels decreased
- An increase in parking occupancy occurred, and parking turnover rates increased
- People riding bikes nearly tripled, from 74 to 214
- Transit ridership increased by 3%
- Impact to public transit was an average of 29 seconds per trip
- Travel time reliability increased slightly
- The speed of traffic remained the same at 27 miles per hour
- Emergency response experienced little change
- A slight increase in collisions occurred
- 20% of traffic diverted to Butterfield Blvd were semi-trucks, pick-up trucks, vans, and other loud and large vehicles.

2015 Pilot Project

City Council Decision

- City Council elected to return configuration to two lanes each direction
- Add additional safety improvements
- Requested staff return at a future date to review again following completion of other congestion management improvements.

Complete Streets/Lane Reduction



- **Implementation Considerations for 2020**
- **Design with minor modifications could be reinstituted**
- **In general, data is still valid**
- **The long-term reduction in traffic in relation to Covid-19 is still unknown**
- **It is not believed resident sentiment has changed significantly**
- **Staff do not recommend implementation for short term only due to costs of switching back and forth**
- **No funding for major renovations**

Other Options for Use of Space

- Monterey Road Complete Closure
 - Weekend Only – Very High Cost
 - Full Closure – Not possible without considerable study
- Enhanced Parklet and Use of Sidewalk Space
- Side Street Closures
- Resident Impacts
- Use of Other Public Spaces Downtown

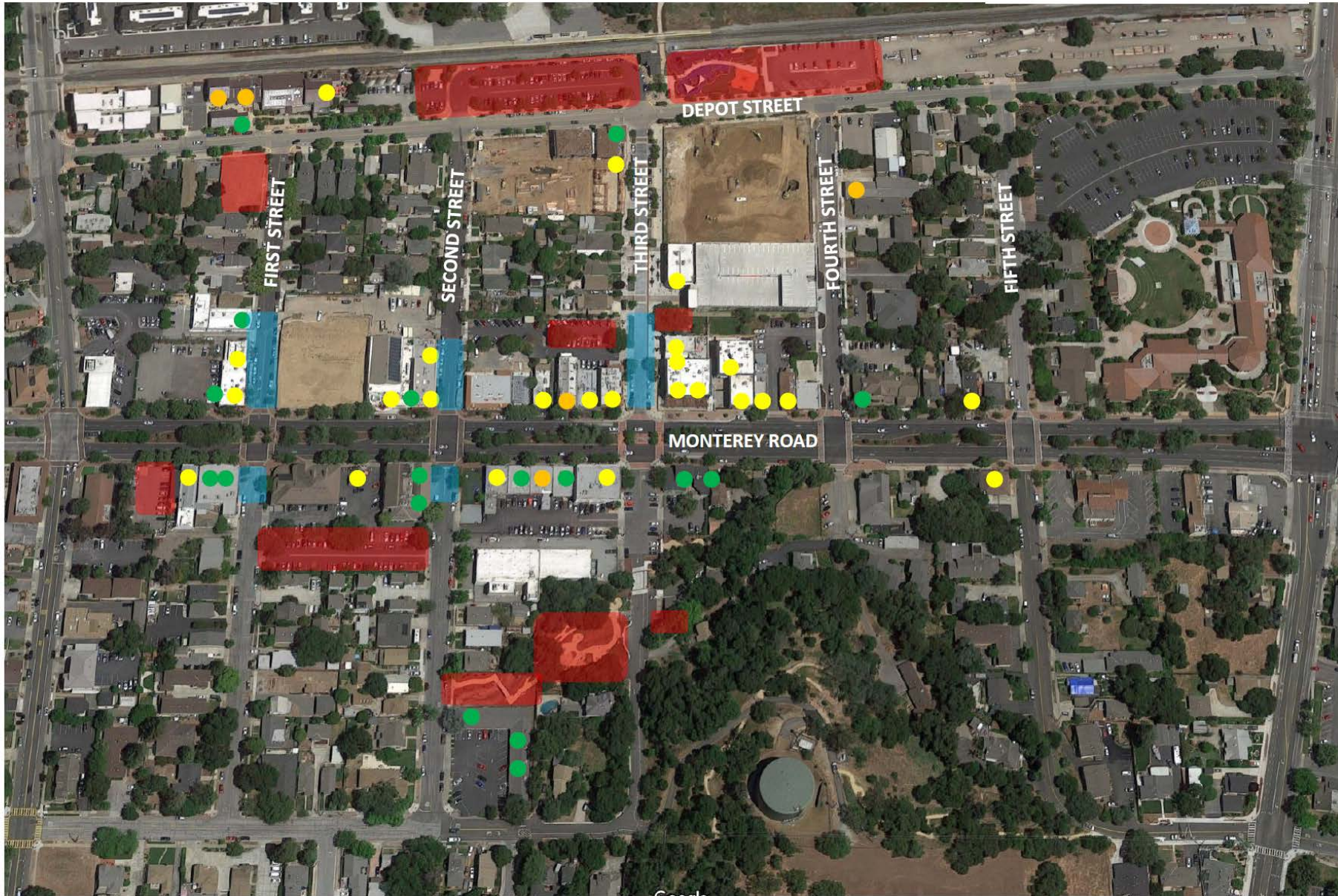
Other Options for Use of Space



Downtown Morgan Hill

- Restaurant
- Retail/Service (potential public space use)
- Bar or Beer/Wine Establishment

- Potential Side Street Closure
- Public Space (Parking or Park)



Council Direction

Does the City Council want to prioritize bringing back the Monterey Road Complete Street Project and direct staff resources to this program?

- **If Yes, City Staff will return to Council on June 17 with specific actions to implement the project, including funding allocation.**

Direct staff to continue moving forward to partner with businesses on uses of other spaces in the Downtown.

- **Work is in progress.**

Questions



CITY OF MORGAN HILL

Comments from Nextdoor Thread Responding to the Following City Post:

Monterey Road Complete Street Improvements/Lane Reduction Review. Due to the COVID-19 crisis and requests from local business owners, the Morgan Hill City Council will be reviewing the potential of converting Monterey Road through the Downtown to an alternative configuration. This includes the potential of reducing the lanes running through the Downtown. The Council will be reviewing options for reconfiguration of Monterey Road at the June 3rd City Council Meeting. It is anticipated that the Council will receive the background information and alternative options from City staff at the meeting and may choose to provide direction. In preparation for the City Council meeting, discussion on this topic will be the focus of the City's May 28th Town Hall Meeting. The City completed the Monterey Road Complete Street Pilot Project in 2015. This project reduced one travel lane in each direction to determine if the configuration would slow traffic, improve safety, and increase mobility, vibrancy and economic vitality in the Downtown Area. Ultimately, the City Council elected not to keep this configuration. To read the complete message with detailed meeting information use the following link:
<https://conta.cc/3bKw0AZ>

Laura S. • Paradise

Again, did not work the last time. And we other issues that need to be addressed. Plus sends more traffic into the surrounding residential roads

20 May

Thank

Reply



16

Pamela C. • Nordstrom

Instead of rerouting the traffic, you should reopen the businesses. That is the better answer.

20 May

Thank

Reply



9



Rob H. • Holiday Lake

Last time this was tried, the result was "Ultimately, the City Council elected not to keep this configuration." Why would they possibly consider doing this all again? Does one of the council members own a road re-striping company? This was tried in Los Gatos also (reducing a 2 way road to a single one-way lane) and it was decided to not keep that configuration.

20 May

[Thank](#)

Reply



8



Ellyn G. • Holiday Lake

That was then - this is now and for a good reason.

20 May

[Thank](#)

Reply



7



Rob H. • Holiday Lake

Ellyn Gaich can you elaborate on that you mean? What's different now? COVID-19 is not going to last, we'll be back to normal very soon.

20 May

[Thank](#)

Reply



2



Ellyn G. • Holiday Lake

Rob Holcomb see my comment below- to you (same answer) and I don't think normal will be soon- rules or no rules.

20 May

Thank

Reply



1



Daniel P. • Stonegate

It's already bad enough and they want to reduce lanes I think they tried this in the past it didn't work then and it won't work now

20 May

Thank

Reply



8



Daniel P. • Stonegate

It's a great way to waste money that can be used for road repair where needed or parks and areas that are needed

20 May

[Thank](#)

Reply



8

Christine B. • Spring

I can't believe they are trying to push this again. A few business owners seem to have way too much power. This was a nightmare last time - and with the continual homes being built - will work even less than it did before.

20 May

[Thank](#)

Reply



10



Gino B. • Paradise

Totally agree

20 May

[Thank](#)

Reply



3

Kim H. • Downtown Morgan Hill

Exaaaaaaactly

3 days ago

[Thank](#)

Reply



1

Darrell H. • Downtown Morgan Hill

With the supposed budget deficit nothing like this should even be considered. Quit wasting our money on stupid endeavors. The strong businesses will survive regardless of the road configuration. Many businesses are not going to survive this current crisis.

20 May

[Thank](#)

Reply



11



Gino B. • Paradise



3 days ago

Alberto G. • El Toro

That was tried before and it just made the flow of traffic worse. I hope it doesn't happen again or I will avoid downtown.

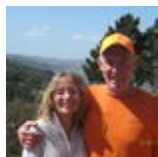
20 May

[Thank](#)

Reply



9



Rick H. • Jackson Oaks

I like the idea! Monterey Road through downtown really isn't needed anymore. Closing it to through traffic is actually less complex than trying to narrow it. A row of restaurants with outside

dining could be very attractive. We do have more parking with the new multilevel structure - and nobody is riding the trains anymore so the transit lot is much less busy.

20 May

Thank

Reply



11

johanna g. • Holiday Lake

how sad...as a "house wife" i have learned to move forward only if I can afford it...can we afford this and to what end ?

20 May

Thank

Reply



4



Sandy A. • Spring

Reminds me of the quote....."Insanity is doing the same thing, over and over again, but expecting different results."

20 May

Thank

Reply



13



Ellyn G. • Holiday Lake

This time - Trying to help businesses temporarily, while Covid protocols are in place that keep them from operating at 100%.

20 May

Thank

Reply



2



Rob H. • Holiday Lake

Ellyn Gaich shops are going to occupy portions of the roadway to expand their businesses? Not sure how this directly helps businesses

20 May

Thank

Reply



2



Ellyn G. • Holiday Lake

Rob Holcomb tables for merchandise - tables for dining. Social distancing moved out doors, to help with constraints indoors.

20 May

Thank

Reply



2

Tamara J. • Jackson Oaks

While I am 100% in support of helping our beloved downtown businesses get back their losses, I don't think this is the answer. If the downtown area is slower and backed up with traffic again, people will avoid it. I don't see how that would possibly help the businesses there. I think enough people have been so stir crazy at home they will be flocking to the businesses once they open without the need to revisit a failed plan.

6 days ago

[Thank](#)

Reply



3



Teresa P. • Spring

Ellyn Gaich are they going to do this for every business in Morgan hill? Or only the ones in downtown since some owners have deep pockets?

4 days ago



Ellyn G. • Holiday Lake

Teresa Peschke City wide if possible and landlords agree. City is just contemplating waiving/expediting fees and permits- temporarily (I believe....)

4 days ago



Gino B. • Paradise



3 days ago

[Thank](#)

Reply



1



Dorothy G. • Paradise
Sandy.... SO TRUE!

20 May

[Thank](#)

Reply



5

Cecilia W. • Downtown Morgan Hill

What consideration will be given to mitigate the impacts to the residential areas - especially those west of Monterey that always see an significant increase in both the amount of... [See more](#)

20 May

[Thank](#)

Reply



7



Gino B. • Paradise
I hope the city is reading this

20 May

[Thank](#)

Reply



8

Kim H. • Downtown Morgan Hill

Probably absolutely NO consideration to the impact of the residents on the west side of this is my guess. Yes the residential streets on the West side of Monterey became a clogged up backed up mess when they did this last time. It was so stupid. And when someone does stop to let you out you have to watch out for the people that are illegally passing on the right shoulder because they don't want to wait. I see more and more of that all the time. Can't even believe they are considering this again. Ridiculous. The traffic is way worse now than it was back then and they expect a different result???

2 days ago

[Thank](#)

[Reply](#)



2



Gino B. • Paradise

Kim Hancock totally agree

2 days ago

Cecilia W. • Downtown Morgan Hill

One more question for the city to consider - how are you going to support all of the other restaurants and small businesses throughout Morgan Hill that are not located in the downtown area. While I don't have any statistics I would venture to guess that there are more restaurants and small businesses in the rest of Morgan Hill than there are on the few blocks of Monterey downtown. They are also struggling to stay viable and are as deserving of support from the city.

21 May

[Thank](#)

[Reply](#)





7



Gino B. • Paradise

Excellent question Cecilia

2 days ago



Ellyn G. • Holiday Lake

Gino Borgioli It's just not the street situation that they are trying to reconfigure - to help nor is it just downtown. They are addressing utilizing sidewalks, parking lots and open areas. Believe it is only a temporary situation to help retail and restaurants all over Morgan Hill.

2 days ago

[Thank](#)

Reply



Darrell H. • Downtown Morgan Hill

For some reason the downtown area is some delusional utopia the city keeps trying to erect, however if they don't start thinking about all classes of people that live here it will fail every time. Personally I have seen way too many changes towards progressive-ism and I don't like it and I know I am not alone. The city losses much of my money because of this.

21 May

[Thank](#)

Reply



8

Rick Z. • Holiday Lake

I agree - why is everything about downtown!!!!

21 May

[Thank](#)

Reply



1



Gino B. • Paradise

Agree

2 days ago



Johnny C. • Spring

Hey Morgan Hill, you guys need a huge parking garage downtown. Hey Morgan Hill, you guys don't need cars downtown. I'm guessing whatever way we can spend money, we spend money.

21 May

Thank

Reply



2



Harry F. • Jackson Meadows

This worked well the first time. My family and I loved it. It included bike lanes as I recalled. It was done on Lincoln Avenue in Willow Glen to great success. Los Gatos is not comparable as its only two lanes not four. The City invested in widening and extending Butterfield to take through traffic off Monterey through the downtown. The City will soon extend Hale to Sunnyside for the same reason. Bottom line the more lanes we have on Monterey the more commuter traffic will fill it.

21 May

Thank

Reply





9



Debbie H. • Downtown Morgan Hill

This was a fiasco the last time. I am all for small businesses succeeding, however Main avenue needs to have four lanes. Central needs to go through to Butterfield, Hale needs four lanes, etc. you just can't shut down the main thoroughfare, for the West side. Last time it was gridlock if you lived on the West side.

21 May

Thank

Reply



7

Kim H. • Downtown Morgan Hill

Exaaaaaaaactly!

2 days ago



Gino B. • Paradise

Exactly



Harry F. • Jackson Meadows

The more lanes we build the more commuters avoiding US 101 will use our local streets. Sunnyvale, Santa Clara and Mountain View builds mega high-tech campuses and Los Banos, Hollister and Gilroy build housing. Whats in between? We cant build our way out of regionally created traffic. Our Downtown was thriving, we need to help it by eliminating 2-lanes of traffic on Monterey from Main to Dunne at least.

21 May

Thank

Reply



8



Lisa M. • Nordstrom

I liked it! I'm glad they will try it again.

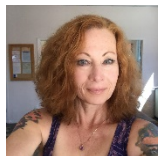
21 May

Thank

Reply



8



Debbie H. • Downtown Morgan Hill

Down town is not the only concern here. There was a reason the city did not leave it that way. It was creating super gridlock. There has got to be a better solution than just thinking about the downtown area. By the way the commuter's already use our limited streets. I have first hand knowledge of this, my sister moved to Utah because they lived in Hollister. On fridays it took them 4 hours to get home from Santa Clara , using our streets. Tons of commuters already are doing just that. This is the very reason we can't close downtown.

21 May

Thank

Reply





8

Pamela C. • Nordstrom

The last go-around with the city's experiment in closing a downtown lane on either side of Monterey made the traffic SO BAD, I AVOIDED going there at all costs!! If you want people to go downtown, don't make it more difficult to do so by creating traffic gridlock. The 2015 experiment failed, that's why it wasn't implemented permanently. The answer for reviving our downtown businesses is to push back at the County level and on Dr. Sara Cody, so the business owners can reopen their doors and return to a greater degree of normalcy. Period. Anything short of that is a bandaid, not a solution.

Edited 21 May

Thank

Reply



10



Ellyn G. • Holiday Lake

Businesses sure could use a "bandaid" to temporarily to regain some of their continued losses, during social distancing constraints that will be in place for some time. "Slow Roads" are happening all over the country. It doesn't have to be permanent -

6 days ago

Thank

Reply

Pamela C. • Nordstrom

Ellyn Gaich as long as people just nod their heads and go along with whatever Gavin Newsom and Dr. Sara Cody say, small businesses (during the reopening process) are going to continue to suffer. An important point in my comment above was to encourage our community to push back at the County and City levels. Gavin Newsom and Dr. Sara Cody don't give two cents

about our downtown businesses. They're drunk with power and they need to hear from the public. I encourage anyone reading this post to email both. Question them...make your voice heard...hold them accountable.

Edited 6 days ago

[Thank](#)

Reply



3

Eva J. • Barrett

I totally agree. Changing downtown to one lane is never going to work. The only way to do that is to divert traffic not going to town around town via an alternate route. However, if you do this you cut out the visibility it gets with traffic passing through on a daily basis. I for one love seeing the lights on the trees and the beautiful storefronts and the restaurants. You can't cut the lanes, it really makes traffic insane and adds hours to the commute for many people.

21 May

[Thank](#)

Reply



6



Gino B. • Paradise

Totally agree

2 days ago

[Thank](#)

Reply



Harry F. • Jackson Meadows

Totally disagree

2 days ago

[Thank](#)

Reply



2

Nancie B. • Downtown Morgan Hill

Monterey Rd reduced to 2 lanes would be a serious problem for emergency vehicles.

21 May

Thank

Reply



4



Robert H. • Downtown Morgan Hill

This can only happen after the completion of Hale extension not, before.

21 May

Thank

Reply



4



Taffy M. • Downtown Morgan Hill

Robert we already have bumper to bumper traffic every evening on the way home from work passed our homes we don't need more traffic but restricting downtown thoroughfare is not the solution either

4 days ago

Thank

Reply



Robert H. • Downtown Morgan Hill

My home is just behind the library so, I am also concern.

4 days ago

Thank

Reply



1



Nancie B. • Downtown Morgan Hill

Building the Hale extension will only benefit and encourage the drivers from south of Morgan Hill who want a way to get off of Hwy 101 which was built for through traffic! It cuts a swath through a totally residential, quiet part of town. It does not bring business nor will it benefit Morgan Hill in any way.

22 May

Thank

Reply



4



Tonya S. • El Toro

i would like to know why monterey road all the way to baily has not been redone it is so so horrible and with big gouges in them

22 May

Thank

Reply



1



Steve R. • Nordstrom

I think it would be great if they went further, no traffic through downtown Monterey ave...we would benefit from a walk around downtown and w/e artists and markets...be a bit like Europe with those open Plaza and lots of umbrella outdoor table and chairs.

6 days ago

[Thank](#)

[Reply](#)



6



Lisa M. • Nordstrom

That sounds great Steve!!!

6 days ago

[Thank](#)

[Reply](#)



1

Nancie B. • Downtown Morgan Hill

This is not Europe nor do we have the demographics to support it. We need to leave Monterey Rd. as is so that residents can get through town, disabled have access and emergency vehicles are not delayed.

5 days ago

[Thank](#)

[Reply](#)



2



Steve R. • Nordstrom

If you have been to Europe you might know that emergency vehicles are enabled to drive right onto the plaza to get thru and the disabled are also provided with wheel chair access. My recent business trip to Germany provided these insights and their planning depts get high marks for what they have done

3 days ago

[Thank](#)

[Reply](#)



2



Steve R. • Nordstrom

Also want to add that we do have a very international demographic and the number to support it....

3 days ago



Teresa P. • Spring

Y'all already did this. It didn't work. And why is it that the few restaurants downtown constantly get special treatment from the city? What about all the other restaurants in town? Are you gonna block off roads for them too?

6 days ago

[Thank](#)

[Reply](#)



8



Ellyn G. • Holiday Lake

That was then, this is now - businesses (not just restaurants) need help, during social distancing constraints. City is looking to let all businesses in town- to possibly expand temporarily to sidewalks, parking lots. etc. They are looking at the town as a whole when addressing this topic. In a small town "Downtown" is the heart of who we are and why we enjoy being there. This is not a permanent situation -

6 days ago

[Thank](#)

Reply



2

Cecilia W. • Downtown Morgan Hill

Ellyn Gaich I'm not sure that is true - when the same question was asked in the town hall last night they said for any businesses not in the downtown area it would be up to them to negotiate with their landlords about expanding their footprint to sidewalks and parking lots and they also didn't really answer the question when asked if implemented would it be temporary or long term. Right now they seem to be in input gathering mode with no final plan in place - we'll just have to wait and see what they finally decide.

6 days ago

[Thank](#)

Reply



3



Ellyn G. • Holiday Lake

Cecilia Wigley Agree about the "landlords" All businesses will have to negotiate with landlords. City sidewalks/streets up for discussions. Yes -there wasn't a clear answer to temp/long term - frustrating!

6 days ago

Thank

Reply



2



Chris W. • Holiday Lake

Ellyn Gaich Rock on Ellyn! We need to create a temporary "Dining Wonderland" between Main and Dunne, with tables on the sidewalks, festoons of ice-crystal lights strung over everything with shifting colored lights aiming up into the center divide foliage. Block out a route to the parking structure entering via Dunne/Depot to third street, and exit via Depot to Main plus parking at the Civic Center lot ought to do it. Make it all one way for good traffic flow. Shuttle half a dozen golf-carts between the parking garage and the restaurants for disabled diners, and we got the transportation system licked. I'm still debating the 10,000 watt sound system with 150 15" Sub Woofers along the street blasting out 1960's surfing and car songs interspersed with some late 50's Doo-Wop. Waddya Think? You in?

2 days ago

Thank

Reply



2



Gino B. • Paradise

Totally agree

2 days ago



Kenny S. • El Toro

Just because you think you have a different reason to do something doesn't mean the outcome will be different

6 days ago

Thank

Reply



9

Rick Z. • Holiday Lake

Its really about time for additional lanes on 101 between Morgan Hill and 129. This section of 101 has not kept up with growth and has been a bottle neck in both directions for decades.

6 days ago

Thank

Reply



5



Taffy M. • Downtown Morgan Hill

Ellyn you're only accommodating a few business is not a good idea for the mass traffic jam that's created

4 days ago

Thank

Reply



4



Ellyn G. • Holiday Lake

It's just not the street situation that they are trying to reconfigure - to help nor is it just downtown. They are addressing utilizing sidewalks, parking lots and open areas. Believe it is only a temporary situation to help retail and restaurants all over Morgan Hill.

4 days ago

[Thank](#)

[Reply](#)



1



Taffy M. • Downtown Morgan Hill

This isn't Los Gatos we don't have the space that Los Gatos has on their main drag and we never will.

4 days ago

[Thank](#)

[Reply](#)



4

Lisa & Sean V. • Spring

I fully support closing downtown to vehicular traffic to create a more vibrant, healthy, pedestrianized downtown that may comply with social distancing. For me, downtown is a special place that serves as our cultural center that is worthy of protecting to the extent possible; We don't have squares or grand parks (unfortunately), we have our downtown. I get the sense that some of the opposition is from other business owners who are not in downtown, which is

unfortunate. Our town's restaurants' success is not a zero sum game. The City may help as they may, while it's really up to the individual malls' landlords to decide what will happen therein. We want everyone to thrive, downtown to thrive, and this is an economical way to do it.

Edited 4 days ago

Thank

Reply



14



Patrick D. • Paradise

Seriously, has the council lost it. Did it already what a mess. Should be addressing that atrocity of a building that was never approved by the people. Who was paid off for that Amazon building. Corruption and now this ridiculous lane changes. What are they smoking on council and where do I get some

4 days ago

Thank

Reply



5

Nancie B. • Downtown Morgan Hill

Please do not close lanes in the downtown area. We tried that and it didn't work. Traffic was backed up for miles which is a serious environmental concern.. Seriously, there is a real concern that emergency vehicles could not reach those in need in a reasonable time. Additionally, people who are disabled would be cut off from the downtown area. Please do not do this.

4 days ago

Thank

Reply



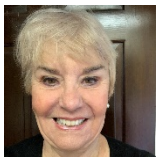


6



Steve R. • Nordstrom

I've been here since 1985...we never shut traffic thru town except for 1 day events...thus we have never tried it because the city council never went for it. I have presented on this over the years.



Ruth B. • Jackson Oaks

I enjoyed downtown when we only had one lane in each direction. It seemed traffic was slower and walking & eating outside was safer and more enjoyable...more of a destination rather than a freeway frenzy. I hope we can all work together to make it work for all concerned...

4 days ago

[Thank](#)

[Reply](#)



Nancie B. • Downtown Morgan Hill

Because the traffic was so slow, you would have been breathing a lot more pollutants.

4 days ago

[Thank](#)

[Reply](#)



1

Cecilia W. • Downtown Morgan Hill

And everyone seems to assume that the traffic will just move over to Butterfield - the last time they did this the traffic on the streets on the westside of Monterey (Hale, Peak, and DeWitt)

increased not only in volume but in speed that made it unsafe for the residents of those neighborhoods. The city does not seem willing to address those impacts - and the Hale bypass is still a long time from completion - given they haven't even started construction.

3 days ago



4



Chris W. • Holiday Lake

Heck, the City is broke. They had a \$7,000,000.00 operating deficit before the Corona-virus Pandemic hit. Now with greatly reduced sales taxes and hotel occupancy taxes, it's a lot larger and growing. I hear (unofficially) that it's projected to be on the high side of \$15,000,000.00 this year, so we're going to see cutbacks not new road construction. Our best bet is to optimize what we have and consider installing some affordable traffic mitigation solutions like solar powered speed signs, which cost about \$850.00 each. We just installed one in Holiday Lakes on Holiday Drive and it works well. Very bright and visible. Plus, as an added benefit, when the new Trammel Crow 120 door fulfillment center goes live along with the 58 door Shoe Palace distribution center, all those big 18 wheelers will keep all traffic nice and slow for pleasurable outdoor dining.

Edited 2 days ago



2



Communications and Engagement Manager Maureen Tobin • City of Morgan Hill

Thank you all for your comments. They will be included as a supplement to the staff report for the June 3rd meeting. Also, I wanted to remind everyone that we'll be talking about this at the Town Hall Meeting tomorrow evening, Thursday, May 28 @ 5:30 p.m. Virtual Town Hall May 28, 2020 5:30 p.m. - 6:30 p.m. The focus for this Virtual Town Hall will be Monterey Road Complete Street Improvements/Lane Reduction. To join the virtual meeting:

<https://bit.ly/Communitytownhall> or call: (669) 900-9128 and enter Webinar ID: 841 849 915

1 day ago

Phil N. • Carriage Dr

101 needs to be 4 lanes to south Gilroy

1 day ago



Communications and Engagement Manager Maureen Tobin • City of Morgan Hill

Hello everyone. Thank you again for this robust discussion. I am closing the discussion now. All comments will be copied and included as a supplement in the staff report on this topic for next Wednesday's City Council meeting. The staff report will be available at the end of the day today, Friday, 5/29. Any further comments can be submitted to me @ maureen.tobin@morganhill.ca.gov

From: [rauschermd](#)
To: [CC Public Comment](#)
Subject: Monterey Road Traffic Reduction and a Special Community
Date: Saturday, May 30, 2020 2:36:29 PM

We in Morgan Hill have wrestled with this for a long time. But we already know what the real answer should be here, improving our downtown for it's people and businesses.

That means taking the courage to do the right thing and making it more of an environment for its families. Cleaner air, serious noise reduction, more serene atmosphere, increased enjoyment of that beautiful little downtown.

I have many times NOT gone there because of the degradation caused by too much traffic because of the loss of those positive reasons stated above.

Drivers will get over having to go on main thoroughfares as they should be. They don't care about the noise or pollution that they cause as long as they think they can gain a minute or two staying off of 101 or Butterfield (which in great part was built for them to drive on instead of Monterey and downtown) Millions were already invested to give them those corridors. Why not direct them there and free our downtown.

I hope you leaders of Morgan Hill do the right thing and give the downtown back to the people and customers those businesses.

All the best to you-

Mark Rauscher

Sent via the Samsung Galaxy S8 Active, an AT&T 5G Evolution capable smartphone

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From: [CECILIA](#)
To: [CC Public Comment](#)
Subject: Monterey Road Lane reduction
Date: Saturday, May 30, 2020 2:59:49 PM

I truly understand the desire to support the businesses in the downtown area but as a resident of the area west of downtown I know first hand the impacts to traffic on my street (Peak - between Main and Dunne) when Monterey has either been closed completely for community event or when the lane reduction trial period was implemented several years ago.

While it is true that some of the traffic reroutes to Butterfield - a significant portion - I would guess those that live on the west side of Monterey - opt to either use Peak or DeWitt as their bypass for downtown.

Before COVID evening traffic on Peak during commute hours is very heavy and often at speeds that exceed that posted for a residential area. This increase in the amount and speed of the traffic often makes it difficult for me to back safely out of my driveway.

Adding even more traffic by closing entirely of reducing the number of lanes downtown will only add to this problem.

I would like to request that the city consider as part of this implementation methods to minimize or at a minimum slow down traffic on the side streets west of Monterey - such as the addition of one or two stop signs on Peak between Main and Dunne.

This would help to make our neighborhood safer while still allowing the city to support downtown businesses.

Thank you for your consideration.

Cecilia Wigley

Sent from my iPad

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From: [Kyle McElroy](#)
To: [CC Public Comment](#)
Subject: Monterey lane closure
Date: Saturday, May 30, 2020 3:26:30 PM

I write in support of the closure of one lane in each direction of Monterey through downtown. Covid19 and the need to learn to change to live with this virus requires that we look at new ways of structuring our retail and restaurants. I would even support the full closure of Monterey through downtown. In California, we enjoy weather that would allow outside dining and shopping almost year round. Closing lanes would help facilitate more outdoor seating. I am far more likely to dine at a restaurant outdoors. I am unlikely to dine indoors any time soon.

In pre-Covid times, my commute took me through downtown. I can easily find an alternative route to work. The reduction in road noise and traffic would make for a much more enjoyable downtown. Other cities are doing it. Morgan Hill can too.

Sincerely,

Kyle McElroy

[Sent from Yahoo Mail on Android](#)

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From: [Chris Ghione](#)
To: [Angie Gonzalez](#); [Michelle Bigelow](#); [Maureen Tobin](#)
Subject: FW: My thoughts on "Complete Streets - Monterey Road" and the pending May 28th City Counsel meeting:
Date: Monday, June 1, 2020 10:59:31 PM

Another Complete Streets Supplemental Item.

-----Original Message-----

From: Harrison <sainokawara.sisyphus@gmail.com>
Sent: Thursday, May 21, 2020 9:07 AM
To: Chris Ghione <Chris.Ghione@morganhill.ca.gov>
Subject: My thoughts on "Complete Streets - Monterey Road" and the pending May 28th City Counsel meeting:

Chris Ghione,

I was looking for a way of suggesting that Morgan Hill again "restrict downtown traffic flow" on Monterey Road when I received an email informing me that this would be a subject of a City Counsel meeting on May 28th. In my opinion, there is nothing that would benefit both the downtown businesses and residents of Morgan Hill area more than permanently reducing the number of lanes to a single-lane with bike lane and, hopefully, eliminate on-street parking on Monterey Road Downtown in both directions expanding bicycle/pedestrian access and allowing merchants to use part of the street. The only request I have is that merchants understand that they cannot interfere with pedestrians using the sidewalks! As a resident, I do not mind that my trips downtown to/from the parking garage would take a few minutes longer. And instead of "cutting-through" downtown, I already drive around the Downtown area! Unfortunately, some residents and many out-of-town drivers may not know that Butterfield Boulevard might be easier and faster. But, there are several simple things that could be done to improve the situation, several of which have already been completed.

The most difficult would be changing the lane configurations on Butterfield Blvd and Cochrane Road so that there are TWO protected turn-lanes in each direction. But, I recently noticed that TWO protected left-turn lanes were added to speed the traffic flow around Morgan Hill at three intersections! I don't know how much it would help nor how difficult it would be but could the same be done for the one right-turn in the southbound direction and the two right-turns in the northbound direction? Also, could SIGNS be added at ALL turns (Monterey at Cochrane, Cochrane at Butterfield and Butterfield at Monterey) encouraging drivers to utilize the full-length of Butterfield Blvd rather than using Monterey Road? The other thing that would help would be updating the MAPS users use. Unfortunately, today, these are online so would require a little "cajoling" to get the major US online MAPS to update their map but this has already been done for the Open Source "OpenStreetMap.org" MAP which are more commonly used in other countries.

If you would like to see what Morgan Hill looks like on this online mapping service, click on the URL below and, to close the ANNOYING box in the upper-left corner, clicking on the virtually invisible "X" hidden by the "!" at the end of "Welcome to OpenStreetMap!":

<https://www.openstreetmap.org/#map=13/37.1304/-121.6846>

The first things you will notice are Monterey Road, US 101 AND and how to navigate around Morgan Hill by using Butterfield Boulevard and Cochrane Road. If you examine this map closer, you will discover that it is much more accurate [except, possibly, for businesses] than any of the US online MAPS because of how it is updated. It is maintained by "volunteer mappers" who can update it directly instead of trying to convince some "nameless, faceless, employee" of a US online MAP service of "errors and omissions". Speaking from experience, it is virtually impossible to get them to update their MAPS! I do not know how difficult it is to get the Morgan Hill website updated but it would be easy to create what is referred to as a "Slippy Map" which could display this map. Although a little more difficult, static maps can be generated using this map data that could be incorporated into reports and the like. It was extremely annoying reading a recent "report" (.PDF) on the Morgan Hill website that labeled "Edmundson Creek" flowing past Paradise School as "Little Llagas Creek"! I have been unsuccessfully trying to get that US online MAP service to correct that "error" for several years

now! By the way, all of the Morgan Hill Trails and County Parks, including boundaries, are correct in OpenStreetMap! Also, these maps or its underlying mapping data can be used absolutely "free of charge" by anyone including the City of Morgan Hill.

As usual, I will be more than happy to answer any questions on this, or a number of other subjects, that anyone has. Just send me an email. If nothing else, I hope it is apparent that I will support the pending proposal.

Thank you,

Harrison Scofield

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From: Trish Catalano <trishcat1969@hotmail.com>
Sent: Tuesday, June 2, 2020 12:26 PM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>
Cc: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: Lane Reduction from Main to Dunne

Dear Counsel Members,

My name is Trish Catalano. I have lived in Morgan Hill since 1977 so I have seen many changes made both for good and bad. It baffles me the decisions that are coming from this group of people. It feels like you are trying to kill everything that makes Morgan Hill, Morgan Hill. It already is difficult to get around town because there is so much traffic that if you get on the freeway on any day after 1pm from San Jose you are in bumper to bumper traffic already. But we should go ahead and once again take away 1 lane of traffic going North to South?? You have put housing on just about every square inch on open property and yet have not added any more roads to handle all of the traffic. Have any of you actually tried to get from one side of Morgan Hill to another?? 25 min to go 5 miles, during the SIP it has been about 7 min, so there is an additional 18 minutes to get across town! Ridiculous!! DO YOUR JOB AND REPRESENT THE PEOPLE OF THIS TOWN AND VOTE THIS DOWN!!!!!!!!!!!!

This plan has already been tried and it failed! Businesses said then that they actually had less sales and lost money so why are you trying to kill the Downtown area? I also work Downtown and you have already made it difficult to get to my job. I can't walk far distances and saying oh there is the parking garage isn't an answer for me. You also are saying to anyone with mobility issues we don't care about you and you are not welcome in the Downtown area, Shame on You!!

I would like my voice to be heard. I AM AGAINST ANY KIND OF "ROAD DIET" OR LANE REDUCTION THROUGH DOWNTOWN MORGAN HILL!! VOTE NO!!

Throw kindness around like it's confetti,
Trish Catalano

From: Kenny Silva <knnyslv@gmail.com>

Sent: Tuesday, June 2, 2020 12:19 PM

To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>

Subject: downtown lane reduction

To all concerned:

I am chiming in to express my strong opposition to the proposed lane reduction through downtown Morgan Hill. In brief, this has been attempted several times and has failed every time. Just because you think you have a new reason do to it does not mean a different outcome will result. When traffic through and around downtown becomes even more unbearable, the citizenry will only turn their displeasure in one direction - to the powers that be in the city council. I see far more to the downside of doing this than any perceived upside.

Thank you for your time in reading my thoughts. It is appreciated.

Kenny Silva

<http://kennysilva.weebly.com/>

From: Lorene Ageno <beach4lori@yahoo.com>

Sent: Tuesday, June 2, 2020 12:46 PM

To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>

Subject: Monterey Highway road diet

Dear members,

Please note that I DI NOT approve of Monterey Highway, Road diet. I live near town and I feel it would be a disaster with traffic. This would force too much traffic on two Butterfield and cutting through my neighborhood to get through town.

I feel this would be a disaster and not a good way to spend the towns money.

I also have a handicapped brother and elderly mother that could never walk from a distant parking site to enable us to shop and eat downtown Please note that I do not approve of Monterey Highway, Road diet. I live near town and I feel it would be a disaster with traffic. I also have a handicapped brother and elderly mother that could never walk from a distant parking site to enable us to shop and eat downtown

Thank you for considering my vote on this topic, Lori Ageno Morgan Hill resident

From: Amy Tate <amyktate@yahoo.com>

Sent: Tuesday, June 2, 2020 12:14 PM

To: MHDowntown Emails <MHDowntown@morganhill.ca.gov>

Subject: Closing lanes downtown?

Is the city going to close some lanes downtown to support the local restaurants and their patio dining option starting 6/5?

I sure hope so hopefully ASAP

Sent from my iPhone

From: James Haskell <jameskhaskell@gmail.com>

Sent: Tuesday, June 2, 2020 2:03 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>

Cc: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Subject: Road Diet

My wife and I, residents of Morgan Hill for 25 years, are strongly in support of the downtown Road Diet plan. It will make downtown much more pedestrian and business friendly, and support the restaurants that desperately need outdoor seating space.

We would also encourage the council to do everything possible to encourage safe use of mass transit to reduce the morning and evening commute traffic through town.

Thanks.

James Haskell
Susanna Vartanian

From: Victor Rousseu <VRousseu@ACTEnviro.com>
Sent: Tuesday, June 2, 2020 1:03 PM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>
Cc: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: Road Diet

I am against traffic impediments on any Highway

Sent from my iPhone

From: Karen Miles <KCM.Retail@outlook.com>

Sent: Tuesday, June 2, 2020 2:05 PM

To: Larry Carr <Larry.Carr@morganhill.ca.gov>; r.constatine@morganhill.ca.gov; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>

Cc: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Subject: Monterey Road Complete Streets/Lane Reduction Project

I understand that the intent of Item 15 on the agenda is to provide direction to staff on revisiting the Monterey Road Complete Streets/Lane Reduction Project and on the use of other public spaces in the Downtown.

Past attempts on a trial basis resulted in substantial impact on traffic. As you continue to approve residential building and Commercial/Industrial projects; in town traffic is already being impacted.

As a long time resident of Morgan Hill, I oppose the reduction project.

Karen

Sent from [Mail](#) for Windows 10

From: Brigid ORourke <cbrofm@yahoo.com>

Sent: Tuesday, June 2, 2020 3:47 PM

To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Cc: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr

<Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran

<yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John

McKay <john.mckay@morganhill.ca.gov>

Subject: Road "Taming" for the June 3 Council Meeting

I continue to be amazed by the tenacity of certain individuals when it comes to "saving our downtown". The Monterey Road corridor has taken on sacred status in the minds of some people, to the detriment of quality of living for many residents, as well as sad lack of help for businesses that AREN'T in the downtown corridor. I realize that Downtown provides a face to the world outside that we need to continue to grow our little town, but making it the centerpiece to the detriment of other areas in town is not doing the residents any favors.

For starters, I was shocked to find out that downtown only contributes to 5% of the sales tax revenue. That means the balance of the revenue is coming from every other business in town, the ones who are struggling through this hard time.

Then there are the hard working residents of this town, many of whom need to get SOUTH or WEST of downtown to get to their residences. I can't believe that the "traffic tamers" don't remember the disaster of the last experiment, the one that ended abruptly as we edged closer to a full scale revolt, when forced on to the freeway or Butterfield to get around town. The council all but promised not to repeat the fiasco, stating that we needed another North-South thruway before we tried this again. While I sympathize with Rene Spring on the Hale Ave problems, those of us who live off of Butterfield suffered immensely during the experiment. Traffic backed up north from Dunne to Cochrane every work day. The increase in noise and pollution was downright horrible for anyone who lived near the boulevard.

I have always suspected that the majority of the people voting for this improvement never had to commute to the Valley, because they show no sympathy or empathy for the thousands of people who are stuck in their cars for hours each day.

Sure, you say, the Virus has slowed that down and moving forward there will be fewer people commuting to work. To that I say, you're living in a dream world. The Twitter employees won't be in the mix, but the employees of hundreds of other companies are already being told to prepare to come back into work within the next months certainly will be. So, back we go to

commuter hell and all it takes is a look at 101 South on Friday evenings to see what's in our future.

Take note of the growing anger around town over the reckless development of the open spaces, and the seemingly single minded industrial/commercial planned for the future. We still have the Great Wall of Shoe Palace that mysteriously went up without the community understanding what is coming. The Trammel Crow monstrosity is fast becoming the center of civil discontent for our city, with many of us waiting to see how you explain away the things that can't be mitigated. This blatant attempt to make everyone even more miserable for the benefit of some restaurant owners (since retail has now opened up) makes no sense. Have those restaurant folks negotiate with their retail neighbors for more space.

I suggest that you take pity on the 99% of residents who don't own a business downtown. Take an alternate way of keeping them happy. Find side streets that can be closed and used for dining, or parking lots that can be sacrificed for outdoor seating, there are a myriad of other solutions that don't disrupt the lives of the ordinary citizens for the blessed few. And while you are at it, don't try to repair the bank by penalizing the people who use it.

Respectfully submitted,
Brigid O'Rourke

Item # 15

AGENDA DATE: 06/03/2020
SUPPLEMENT # 2

From: carlita bowdish <mhprintandcopy@gmail.com>
Sent: Wednesday, June 3, 2020 11:58 AM
To: CC Public Comment <CCPublicComment@morganhill.ca.gov>
Subject:

Keep 2 lanes on Monterey. It didn't work last time you tried it. Downtown traffic is already horrible.
Don't make it worse

--

16965 Monterey Road #114 (by Dollar Tree)
Morgan Hill, CA 95037
(408) 762-9495
www.mhprintandcopy.com

From: Hotels On Fire <david.cox.mvhs@gmail.com>
Sent: Wednesday, June 3, 2020 12:48 PM
To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: Alterations to traffic flow in MORGAN HILL

The notion of authorizing further alterations of traffic through Morgan hill are simply ineffective and infuriating to the resident that have been here in the past five years or longer.

I appreciate that you, the folk of City Council, are attempting to ease the stress and strain that traffic flow through downtown induces, but to be quite frank, we need more parking solutions and less road flow alterations. The fact is, traffic is bad due to overpopulation of the state and the Bay Area, not due to poor design of streets; cutting off traffic flow only serves to further clog other streets and parts of town.

I wish that you'd reconsider allowing the progress of the Reduction of Downtown from Main to Dunne traffic.

Thank you for your time.

Off The Desk of one David R. Cox

From: Maureen <mamahenny@hotmail.com>
Date: June 2, 2020 at 7:07:04 PM PDT
To: John McKay <john.mckay@morganhill.ca.gov>
Cc: Rene Spring <Rene.Spring@morganhill.ca.gov>
Subject: Monterey Rd

Dear Gentleman,

I have been a Morgan Hill resident for over 30 years and have watched our small town grow dramatically. In the recent past there was a trial period narrowing Monterey Rd to 1 lane each direction in the downtown area. I can honestly say what a DISASTER this was to our city streets. I am urging you to listen to your community and shut down this new plan to repeat history.

Regards,
Maureen Henningsen

From: Steve Chappell <steve@aggi.com>

Sent: Tuesday, June 2, 2020 7:28 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr

<Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran

<yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John

McKay <john.mckay@morganhill.ca.gov>

Cc: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Subject: Objection and opposition to 6/3/2020 City Council Meeting Items 11 and 15

Importance: High

City Clerk, please add to the official City Council Meeting Agenda Items and Record.

2 June, 2020

For the 3 June 2020 City Council Meeting

City Council Agenda Item(s)

15. PROVIDE DIRECTION REGARDING MONTEREY ROAD COMPLETE STREETS/LANE REDUCTION AND USE OF DOWNTOWN PUBLIC SPACES

AND

11. REJECT BIDS FOR THE EAST MAIN AVENUE BIKE LANES AND SIDEWALK PROJECT AND REBID THE PROJECT WITH MODIFICATIONS

Morgan Hill City Council and Morgan Hill City Staff-

Submitted herein is my objection and opposition to any further discussion, plans or actions with our Downtown thoroughfare of Monterey Road between Dunne and Main. I am Objecting and asking each of you to take off and not take any further action or approvals of (and in whole) to Agenda Items 15 and 11. I am requesting these items are removed without further discussion, planning or action by the City Council or City Staff.

I'm going to outline just 5 core areas of why the City should accept this request for removal of these items, and is Failing it's Residents and Businesses by continuing to repeatedly "re-brand" this previously failed project many times. I'm happy to provide many more at your request, but here is just five:

1. For the last 20 years the City Council has placed "preferential treatment" of the Downtown area over any other Business District in Morgan Hill.

The Downtown Area from Dunne to Main on Monterey Only brings in the least amount of Tax Revenue to the City. Those of us who own businesses and also collect Sales Tax Revenue outside that area make up the bulk of what Morgan Hill receives **by a multiple of 19x**, or in simpler terms, 95% of the total collections to the city come outside the entire DT area of influence. Yet, even though we collect the most, we get the least attention including aged and failing infrastructure like Data / Telecommunications, Poor Streets condition and lack of maintenance. Compared to the Downtown area that collects the least, everything is meticulously maintained and constantly far better than outside that area. This is Preferential Treatment to the lowest Tax Collectors in the entire Morgan Hill City Limits. Why? Why do you give the most attention to those who collect the least amount? This smells and looks like Corruption at the very root of it's essence, and you all look bad for allowing it to happen over and over again. Stop Doing That.

2. Even after Multiple Failed Attempts, Wasted Taxpayer Funds and Projects later Bulldozed, the City continues to waste our Money.

This isn't a new idea, it's a **Re-branded Failed Idea**. And it's failed many times. Not in particular order, but let's review just a few of the Failed Projects spending Taxpayer money frivolously over the Downtown Monterey Area:

- A. Large sums of money was completely wasted on the "original" 3rd Street Promenade to later only be bulldozed. Return on that Investment, (Negative).
- B. The City attempted restricting traffic to "calm" the Downtown Area. Return on that Investment, again, (Negative).
- C. The City installed Speed Bumps to slow traffic through Downtown. Return on that Investment, (Negative) again after they were removed for another failed project.
- D. The City spent funds on a Traffic Redirection Campaign (Don't drive through it, drive to it", again, with (Negative) Return on that Investment that lasted for Months.
- E. The City spent funds on a dedicated then "Sharrow" Bike Lane, again, (Negative) return on that Investment.
- F. The City "created" part of this issue by allowing easement so close to the street except for newer developments. On top of that, instead of increasing easement in older areas, the City "Narrowed" that ability by Widening the center Median. The City should have narrowed the median, widened the sidewalk areas and left two lanes in each direction alone.

The City has spent countless hours, countless resources and meetings again to re-sell us on another failed project after failing multiple times prior with poor planning and lack of foresight. How about we just stop repeating failed projects over and over again and focus on what's really important, not spending anymore of our money on your future failures.

3. Monterey Road is a Major Thoroughfare, it's not some dinky side street that needs revitalization.

Our Downtown Area and Monterey Road was not designed or built to be restricted. It was originally a Highway, and still is in some areas as it's namesake, Monterey Highway. It connects the Northern end of our town to southern end, it provides through right of way traffic to ALL Major arteries and major East to West roads in Morgan Hill. It's a big deal. When you restrict it at any point, you choke and constrict not only the downtown traffic but the lateral North to South traffic flow as well. Restricting Downtown chokes the traffic as seen many times prior, and when the City previously experimented with their failed plans above.

4. The City is Scapegoating the COVID-19 Crisis to push this project through, and for all the wrong reasons

Most non-restaurant Downtown merchants I've spoken to object to this new plan. They object because a road restriction will once again "hurt" their business, not help it by making them more inaccessible. This latest attempt to scapegoat COVID-19 on all the Downtown Problems and a Road Restriction being the fix is also wrong. Eating establishments that have outside dining will always have outside dining. If they want to expand, the City can allow them to do that on the existing sidewalk, side streets or parking lots. No One is Going to Sit on the Hot Street inches away from cars and at peril of their own life for a Cheeseburger or Meal of Fish. Out of nearly 400 Residents I personally spoke to about that plan, they all stated they would not sit on or near the street at all. If you want to stimulate downtown eating, then give them more sidewalk easement, not less parking or shoving them to the street.

5. The City of Morgan Hill is in a Fiscal and Fiduciary Crisis Mode. Penalizing Residents with another Failed Project will not fix that.

The City and Council need to STOP SPENDING MONEY. Many of you up on that bench are the reason we are in this mess. You have overbuilt and under-funded many areas of our City, and trying to put more lipstick on this pig won't make the pig any prettier. STOP SPENDING MONEY before you turn this City into a soon to be had Bankruptcy case. Again, STOP, STOP, STOP SPENDING OUR MONEY.

In summary, I'm asking you to cease on any further actions or approvals to let City Staff work on MONTEREY ROAD COMPLETE STREETS/LANE REDUCTION AND USE OF DOWNTOWN PUBLIC SPACES as well as cease all activity and City Staff work on MAIN AVENUE BIKE LANES AND SIDEWALK PROJECT.

Cordially,

/s/

Steve Chappell

Morgan Hill Resident and Morgan Hill Business Owner

From: Rick Kent <rkent@paramit.com>

Sent: Wednesday, June 3, 2020 2:12 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>

Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; Chris Ghione <Chris.Ghione@morganhill.ca.gov>; Maureen Tobin <Maureen.Tobin@morganhill.ca.gov>; Edith Ramirez <Edith.Ramirez@morganhill.ca.gov>; Planning Commission <Planning_Commission@Morgan-hill.ca.gov>

Subject: Monterey Road Complete Lane reduction and use of Downtown Public Spaces

The purpose of these proposals is to help small businesses and restaurants in town.

First we should endeavor to help ALL small businesses and ALL restaurants in town so we should look to use public and allow private property to use common space for use by these businesses until such time as there are few if any restrictions to inside dining and retail.

Second the lane reconfiguration for bicycles would provide no benefit to these restaurants and businesses.

Third, I would advocate for the complete closure of Monterey between Dunne and Main from 5:00 pm on Friday to 8:00 pm on Sunday every weekend until such time as there are few if any restrictions to inside dining and retail. This policy could be revisited once a month to deal with any unintended consequences and make sure it is working.

Lastly time is of the essence. Outdoor seating is allowed starting this Friday. Don't take time to study it is time to take action.

Thank you,

Rick

Rick Kent

President of Mission Ranch Homeowners Association
Member of the Morgan Hill Community Advisory Group
Chief Financial Officer
408-782-5606 (Office)
408-612-1314 (Cell)
18735 Madrone Parkway, Morgan Hill, CA 95037
www.paramit.com



From: Tammy Parker <tkp624@gmail.com>

Date: June 3, 2020 at 12:43:09 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr <Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>

Subject: Downtown Lane Reduction

HI

Thank you all for your service to our wonderful Morgan Hill Community.

I am writing to offer some suggestions pertaining to potential downtown lane reduction to aid our businesses. I am not sure what the current proposal is but I have seen some complaints/concerns that it will be implemented the same way it was in 2015 which did not work out well.

Instead of implementing this change to be all week, how about make the modification for the weekends during the summer months? And then revisit after that?

Also, instead of lane reduction, it might be nice to close off Monterey downtown completely and reroute traffic on weekends.

I noticed that the town that I grew up in Southern California - Covina - is implementing something along these lines in their community on the weekends only.

A coworker of mine who lives in Menlo Park said they are closing off their main street to cars completely.(and not just on weekends).

Thanks for your time/consideration,

--Tammy Parker

From: Sanjar Chakamian <schakamian@gmail.com>

Date: June 3, 2020 at 9:45:16 AM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr

<Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran

<yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John

McKay <john.mckay@morganhill.ca.gov>

Subject: Monterey Road Lane Reduction

Dear City Council Members,

I'm writing you to express my opposition to Monterey Road Lane Reduction.

I expressed the same opinion the last time the City Council tried this. I read the entire consultant report (which the City paid a lot of money for it) and found no major reason to reduce the lane. It did not reduce the traffic accidents nor did it reduce the noise for the people sitting outside dinning.

At the time, I was on the Board of Morgan Hill Downtown Association and we run a survey of all the downtown businesses. With the exception of a few, the majority did not see the need to for the lane reduction. Less traffic means less visibility.

If the main reason is to try to bring more business to the downtown restaurants, I don't believe these issues are tied together. All the restaurants enjoyed a better financial results in the last three years as the economy improved. On a Friday or Saturday night it's difficult to get into these restaurants if you don't have reservations as they are busy! One lane or two lane does not make a difference. On the other hand parking may.

Additionally, adding several new restaurants in the downtown area may have had a negative impact on all the restaurants as they are all fighting for the same number of stomachs. Reducing the lanes, will not change that ratio.

Again, I hope you seriously reconsider your decision and kill this issue for good.

Respectfully,

Sanjar Chakamian

From: PAUL NICCA <paulnicca@aol.com>

Date: June 3, 2020 at 3:18:10 PM PDT

To: Rene Spring <Rene.Spring@morganhill.ca.gov>, Rich Constantine <Rich.Constantine@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>, Larry Carr <Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>

Subject: Monterey road lane reduction

As a 25 year resident, I am firmly opposed to this plan. We simply do not have the infrastructure to support this.

This was tried before, and failed. It made traffic worse, frayed nerves, and caused backups on residential shortcuts.

With the continued expansion of cities to the south of our town, and the job opportunities that will happen north of us, this isn't something we can live with.

I have seen my quality of life decline in Morgan Hill over the last decade with the traffic and crime issues we now have.

We need to be put on an expansion diet so our infrastructure can catch up with the current issues before causing more problems by reducing traffic on major throughways.

Paul Nicca

From: laragon_99@yahoo.com <laragon_99@yahoo.com>

Sent: Wednesday, June 3, 2020 3:48 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr

<Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran

<yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John

McKay <john.mckay@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Cc: Chris Ghione <Chris.Ghione@morganhill.ca.gov>

Subject: Complete Streets Lane Reduction

Importance: High

Hello Morgan Hill City Council Members and Staff,

As a resident who is passionate about pedestrian and cycling safety in our community, I urge you to seriously consider the positive safety measures reducing Monterey Road from Main to Dunne would create. Please be visionary with safety in mind.

Currently, the two lanes create dangerous situation for pedestrians crossing at intersections. The pedestrian is not seen by the driver in the farthest lane. The closest driver can see the pedestrian and slow down and stop, yet the driver in the farthest lane probably can't see the pedestrian who is visually blocked by the other vehicle, and this driver in the farthest lane will either not be able to slow in time, or stop. It's a serious safety issue at all intersections downtown. I greatly appreciate all the crossing signals, but pedestrians are still not able to be seen and the situation is such that a serious pedestrian/vehicle accident could happen.

In addition, I strongly believe we should reduce Monterey to one lane in order to slow traffic and reduce traffic flow to immediate downtown users, which hopefully would reduce the number of commuters or through-drivers (those not stopping in downtown, but driving through downtown thinking it is faster).

One study found that designing for pedestrian travel by installing raised medians and redesigning intersections and sidewalks reduced pedestrian risk by 28 percent.⁸ Speed reduction has a dramatic impact on pedestrian fatalities. 80 percent of pedestrians struck by a car going 40 mph will die; at 30 mph the likelihood of death is 40 percent. At 20 mph, the fatality rate drops to just 5 percent.⁹ Roadway design and engineering approaches commonly found in Complete Streets create long-lasting speed reduction. Such methods include enlarging sidewalks, installing medians, and adding bike lanes. All road users – motorists, pedestrians and bicyclists – benefit from slower speeds Complete Streets encourage safer bicycling behavior. Sidewalk bicycle riding, especially against the flow of adjacent traffic, is more dangerous than riding in the road due to unexpected conflicts at driveways and intersections. A recent review of bicyclist safety studies found that the addition of well-designed bicycle-specific infrastructure tends to reduce injury and crash risk. On-road bicycle lanes reduced these rates by about 50 percent. [<https://www.smartgrowthamerica.org/app/legacy/documents/cs/factsheets/cs-safety.pdf>]

City of Morgan Hill and the merchants have worked hard to shape a pedestrian and cyclist friendly downtown environment. I hope the City can now enable a more SAFER pedestrian and cycling friendly environment.

Thank you.

Lisa Aragon, Resident (near Hill and E. Dunne)

Chair, Morgan Hill Bicycle Pedestrian Advocacy Group (BPAG)

[Laragon_99@yahoo.com](mailto:laragon_99@yahoo.com)

From: Kelly Funk <kfunk@cagedesignbuild.com>

Date: June 3, 2020 at 4:46:08 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr <Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>

Subject: Monterey road temp shut down for business to have outside dining - In favor

Good Afternoon,

I wanted to let you all know I am in favor of temporarily allowing businesses to stretch out into Monterey Road for the summer to allow for more outside dinning. These businesses need a life line and allowing more outside area will help our community get back to some sort of normal. I understand traffic will be impacted but school is not in session and these businesses need our help.

Thank you,
Kelly Funk
(408) 693-8109



P.O. Box 6030
San Jose, CA 95150
Kitchens-Baths-Additions
Lic. #941619

From: perrin <perrin@garlic.com>
Date: June 3, 2020 at 4:39:16 PM PDT
To: Rene Spring <Rene.Spring@morganhill.ca.gov>
Cc: Perrin Larton <perrin@garlic.com>
Subject: Re: Road 'diet' discussion and my thoughts-Spring

Hi again Rene,

An edit on the first line of my e-mail. Should read: I'm opposed to closing ONE LANE OF Monterey Road.

I should take a proof-reading class.

Best,

Perrin

On 2020-06-03 16:30, perrin wrote:

Hi Rene,

I'm opposed to closing Monterey Road. With only 101, Butterfield, and Monterey, we already do not have enough N/S throughways. I'm not keen on the Hale extension and don't think it can be done quickly enough to meet the needs of commuters. Hale Avenue extension is too little too late. Please don't use that as the 'fix' to justify the decrease of a lane of Monterey road.

The closure of one lane of Monterey Road delays emergency services. Having worked ambulance here in Morgan Hill for Stephens and Poletti Ambulance from about 1985 to 1994, the need for a convenient N/S corridor is imperative.

The closure of one lane of Monterey Road makes our residential streets less safe. You know in the era of Waze, people will find a different way to go. When the 'road diet' happened last time, Hale Ave, Wright Ave, Peak Ave, to Dunne was a nightmare. People used those roads to circumvent the Monterey Road narrowing then, and will again.

Let's look at some alternatives, and below is what I posted on Facebook a couple of days ago. It's doable. It's workable, and it would be easier to sell to the citizens. It's not perfect, but might be a good alternative.

What about...instead of closing one of our 3 major N/S routes through town, we close First Street, and Third Street...for about half a block on each side. Noah's and Mauricio's on First Street could use the

whole street...or just block one lane. Third Street could be blocked on the West side for Ladera, Betto's could use space behind their shop...or maybe space in the pop-up park. Rosy's certainly could use some of the parking lot behind them for seating and the east side of Third could be blocked for the restaurants on Third Street...sorry I can't remember the names. Mo's and Opa have outdoor seating already and Willard Hicks could put some tables outdoors as well. Traildust and the Vegan restaurant could use some of the parking lot. Not perfect...but to allow more diners without blocking off two lanes of Monterey Road....doable.

Perrin Larton
260 Del Monte Circle
Morgan Hill, CA 95037
perrin@garlic.com

From: mbanuelos@charter.net <mbanuelos@charter.net>

Sent: Wednesday, June 3, 2020 5:10 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>

Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>

Subject: Agenda Item 15 Complete Streets

We are writing this brief message in support of tonight's **agenda item 15** to PROVIDE DIRECTION REGARDING MONTEREY ROAD COMPLETE STREETS/LANE REDUCTION AND USE OF DOWNTOWN PUBLIC SPACES.

As long-time residents of Morgan Hill (since 1988), we have proudly watched our town evolve. The downtown corridor has become a great asset to our community with restaurants and other shops. Many cities began to expand the outdoor seating capacity of eateries, even before the pandemic, by using sidewalk space. Certainly, in this era of COVID, outdoor spaces are encouraged more than ever.

Creating complete streets through the downtown makes sense. It allows great use of public spaces and a walkable downtown. North-south traffic will learn to use other arterials; Monterey Road will become the street to access the beautiful downtown restaurants and shops. It makes sense.

Please consider giving direction to staff to move toward complete streets and to continue planning the use of downtown public spaces according to the vision of the City.

In gratitude for your public service,

Mario Banuelos & Fawn Myers

From: Marby Lee <marbles@garlic.com>

Sent: Wednesday, June 3, 2020 5:12 PM

To: John McKay <john.mckay@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>

Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>

Subject: Monterey Road Complete Streets

Mayor and Councilmembers,

I am writing in regards to agenda item 15 / Provide Direction Regarding Monterey Road Complete Streets/Lane Reduction and Use of Downtown Public Spaces.

We have tried this once before, and feel that it was very clear the sentiment against this proposal. Nearly 2/3 of residents were against the narrowing (and by further assumption, the complete closure) of Monterey Rd through downtown. There are many obvious reasons for not doing this:

- 1) By narrowing and/or closing Monterey Rd., you are limiting or eliminating a major arterial road through our town. As we saw with the previous trial, traffic diverted to residential side streets, causing safety and congestion issues in those areas.
- 2) There is limited alternate arterial routes through town. Butterfield Blvd. exists, but is already congested, and this condition will be exacerbated.
- 3) A Morgan Hill Chamber of Commerce survey indicated that 2/3 of Chamber businesses are against implementation of the Complete Streets Lane Reduction
- 4) Quotes from your previous report:
"I liked the idea of doing the trial in order to settle the 20-year debate," said Burris.
"Hopefully the trial will put an end to the discussion. At least from the stand point of retail business, this is a bad idea."
While initially open to the possibility of the Complete Street pilot, Dindak doesn't think Downtown is quite positioned to handle a permanent change. I went from 'let's see what happens' to 'not a good idea.' I don't think it has helped businesses."

I know that many are you in favor of this, and probably will vote to complete it despite the majority of businesses and residents being against it. I am all in favor of doing things to aid in the recovery of businesses from the shelter-in-place, but this will end up doing more harm than good. I am asking that you recommend to not move forward with lane reductions or lane closures on Monterey Rd through downtown Morgan Hill.

Thank you!

Best,
Marby Lee

Item # 15

AGENDA DATE: 06/03/2020
SUPPLEMENT # 3

From: [Karl Bjarke](#)
To: [CC Public Comment](#)
Subject: Agenda Item #15, June 3, 2020 Council Meeting
Date: Wednesday, June 3, 2020 5:21:46 PM

Mayor Constantine, Members of the City Council, Christina Turner,

Re: Agenda Item #15, PROVIDE DIRECTION REGARDING MONTEREY ROAD COMPLETE STREETS/LANE REDUCTION AND USE OF DOWNTOWN PUBLIC SPACES

I strongly urge the City Council to direct staff to start the process of implementing a permanent complete streets configuration along Monterey Road through the downtown. I frequent the downtown regularly and especially enjoy the outdoor dining experiences our fine restaurants have created. During the pilot project of 2014/15 the residents of our community were able to experience the quiet and calmness of our downtown with fewer automobiles. In addition, families could actually ride their bikes into town without hugging the curb and fearing close encounters with cars and trucks. There is no question that the ambiance of our downtown improves considerably with fewer cars and more pedestrians.

Due to the Covid19 pandemic, I believe that all communities in this country have experienced a permanent change in how residents go about their business and leisure. It's incredible how many more people have discovered the fun of walking and riding a bike to get around. This is an opportunity for the City to capture and preserve a downtown where traffic calmed can co-exist with families roused. Our downtown will be the envy of the Bay Area. City staff should coordinate the permanent implementation with the completion of the Hale Avenue Extension project.

Respectfully,

Karl Bjarke

240 Fox Hollow Circle

Morgan Hill

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From: [Lisa Bjarke](#)
To: [CC Public Comment](#)
Cc: [Rich Constantine](#); [Larry Carr](#); [Yvonne Martinez Beltran](#); [John McKay](#); [Rene Spring](#); [Chris Ghione](#); [Christina Turner](#); [Maureen Tobin](#); [Leslie Little](#); [Edith Ramirez](#)
Subject: Revisiting Complete Streets
Date: Wednesday, June 3, 2020 5:27:03 PM

Mayor Constatine and Members of the City Council,

I would like to express my support for reconsidering the Complete Streets program. I realize many have commented that it didn't work the first time, so why on earth would it be considered again? Well, at the end of the initial project the Council noted "that it would like the Project to be reviewed in the future upon completion of future congestion management projects, including the Hale Avenue Extension Projects". Admittedly those have not yet been completed, but no one at that time could have foreseen a worldwide pandemic and a prolonged shelter in place program.

I was in the minority five years ago in that I was (and still am) in favor of the program. Monterey Rd was much more pleasant for dining, walking, and biking during the pilot project. With reduced traffic, there was reduced noise which made dining and walking much more enjoyable. As a cyclist, having a protected bike lane through downtown made it safer for everyone and encouraged more people to get out on their bicycles.

As the shelter in place rules are relaxed and people feel more comfortable going out to eat, I believe a large majority may still want to dine outside. The initial rules are only to allow outside dining or takeout service. There are so many unknowns about what our lives will be like in the near future, but having more outdoor dining space available just seems like a no-brainer. I believe revisiting this now makes sense.

Thank you,

Lisa Bjarke

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From: Jodi Hall <mtndiva@gmail.com>
Sent: Wednesday, June 3, 2020 5:47 PM
To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: Public comment for tonight's meeting

From Jodi Hall of Bike Therapy:

Good evening Mayor, City Council, Staff and Community.

I support the Complete Streets program as a way to give restaurants the space, literally, to recover from this pandemic, and as an initiative that will improve the downtown feel and the experience for our community and hopefully inspire tourists to come back to our wonderful area. Imagine being able to stroll downtown and see people again. Imagine relaxing at one of our great restaurants and actually seeing people again. Imagine the scenario where restaurant staff has room to breathe - literally - and be as safe as possible - while serving our community.

There are some great ideas floating around about how to achieve a comfortable flow for both diners and pedestrians. Using the extra lane for more sidewalk space for pedestrians means a much more pleasant dining experience for staff and customers.

The best cities are walking cities. The most sustainable cities are walkable cities, with easy accessibility for residents, tourists, neighbors, families, couples, and our young people. Worldwide organizations dedicated to the city development have done much research and proven that walkable cities can help revitalize the economy.

With traffic at a minimum right now, there is no better time to put this into action.

Thank you for your time and consideration.

From: Teresa Crue <teresa.crue@gmail.com>

Date: June 3, 2020 at 6:07:08 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr <Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>, Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Subject: Monterey Road

I, as well as a large percentage of Morgan Hill residents and businesses, do not want to change Monterey Road. I urged you to listen to us. Thank you.

Sent from my iPhone

From: Renee Roberts <renee@designfactorygraphics.com>

Date: June 3, 2020 at 5:57:16 PM PDT

To: John McKay <takuhog@yahoo.com>

Subject: Downtown Lane Reduction

Hi John,

I would like to send my support on the downtown lane reduction issue. Can you forward this on to whoever it is supposed to go to. Thank you.

Hello,

I would like to express my support for reducing the lanes in downtown Morgan Hill. I think it is a great idea for so many reasons.

Over this past year with so many new places to go and things to do around downtown, I notice many more people walking around, hanging out, meeting up with friends and families, taking walks and biking to enjoy all downtown has to offer. Sometimes really crowded in a good way (at least before the pandemic). And we are proud to show it off to our visiting friends. So reducing to one lane each way will make it safer for everyone, especially families with children. And create a more pleasant overall feeling with less noise and smelly traffic.

I think that now that everyone has had a chance to get familiar with using Butterfield, it is the preferred route for most people that want to just get through town.

Now would be the perfect time to implement the new lanes. Now that traffic is less, and also I've seen suggestions on NextDoor and other social media about getting the town back together by dining outside at local restaurants, even closing some streets to do it. So if it is a good idea for now, it's a good idea!!

I urge you to implement this as soon as possible. Thank you for listening.

Renee Roberts



DESIGN FACTORY PRINTING & GRAPHICS
16965 Monterey St. #114, Morgan Hill CA 95037
408.686.0780 • www.DesignFactoryGraphics.com

From: "lbeasley@beasleydirect.com" <lbeasley@beasleydirect.com>

Date: June 2, 2020 at 7:01:53 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr

<Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran

<yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John

McKay <john.mckay@morganhill.ca.gov>

Subject: I support closing 1 lane each way downtown for a limited time to support downtown businesses

Dear MH City Council members,

As a downtown (2nd Street) property owner, I wish to express my support for a very limited time Monterey lane closure downtown to support downtown restaurants and businesses. This needs to be limited... until September, Labor Day, and should not be the only thing the city does to support these businesses. There are many things the city can do to help these businesses by offering events, tastings, and other support. The city should also consider direct financial support as well. Without restaurants the downtown dies. A vital downtown is key to a thriving city life.

Even if indoor seating is opened up soon, many folks will still only want to eat outside for awhile and that should be accommodated until everything settles down.

However this needs to be limited. People have trouble trusting the city council (for good reason) and you need to be very clear on your promise of the goal to support the restaurants and businesses and make the lane opening and closing date clearly marked on signage and communicated to the community and make good on your promise.

You would also do well to support the businesses by pressuring Dr. Cody with County of Santa Clara to re-open businesses fully. The woman has gone rogue. I was in Cambria two weeks ago. Completely open beaches and restaurants and no Covid outbreak reported so far. How about that!

Best regards,
Laurie Beasley

From: "HerrLeClair ." <herr.leclair@gmail.com>

Date: June 3, 2020 at 6:14:09 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr <Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>

Subject: I am in favor of the Road Diet Plan in Downtown Morgan Hill

In my opinion, Morgan Hill should join the progressive lead of many cities that are realizing the community benefits of reducing or eliminating through traffic in their core downtown areas.

mike

From: [Russ K](#)
To: [CC Public Comment](#)
Subject: Downtown Lane reduction
Date: Wednesday, June 3, 2020 9:32:44 PM

After attending the entire city council meeting regarding the downtown lane reduction.

1. I applaud the council taking seriously the impacts many small businesses are facing with the current Covid 19 issues.
2. This is **not** the time to undertake anything that doesn't directly address assisting hard working small business owners to keep the legacy they have built alive.
3. This is **not** the time for some members of the council to try to leave a legacy of this project if 67% of residents surveyed do not support it.
4. This **is** the time for the city to take a hard look, like a strong small or large business would do, at actually cutting costs while increasing revenue without raising taxes. This is typically done by reducing staff (not just part time recreational employees) taking a hard look at stream lining processes, eliminating waste and rewarding department managers for reducing expense and budgets while increasing productivity. Simple fiscal responsibility without the standard government thinking that we will just tell our citizens to pay more taxes or fees. Eliminating the practice of spending entire budgets just so you can get a larger budget next year.

Thank You,

Russ Keller

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From: [D. Muirhead](#)
To: [CC Public Comment](#)
Subject: comment downtown lanes
Date: Wednesday, June 3, 2020 8:57:40 PM

With respect to the "will/will not work" and we "do/do not want".
Please repeat the comment that the City Attorney made at the town hall.
If I heard correctly, he had businesses suing to halt the project who
later become supporters once the project was completed.
thanks Doug Muirhead, Morgan Hill Resident

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From: [Russ K](#)
To: [CC Public Comment](#)
Subject: Lane reduction downtown
Date: Wednesday, June 3, 2020 7:18:30 PM

The lane reduction in the downtown was tried before and appeared to cause only traffic jams and frustration.

Was any data gathered that suggests that the previous lane reduction provided an economic or lifestyle enhancement to the whole of Morgan Hill?

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From: "lbeasley@beasleydirect.com" <lbeasley@beasleydirect.com>

Date: June 2, 2020 at 7:01:53 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr

<Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran

<yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John

McKay <john.mckay@morganhill.ca.gov>

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Date: June 3, 2020 at 6:14:09 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr <Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>

Subject: I am in favor of the Road Diet Plan in Downtown Morgan Hill

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mike

From: [Russ K](#)
To: [CC Public Comment](#)
Subject: Downtown Lane reduction
Date: Wednesday, June 3, 2020 9:32:44 PM

After attending the entire city council meeting regarding the downtown lane reduction.

1. I applaud the council taking seriously the impacts many small businesses are facing with the current Covid 19 issues.
2. This is **not** the time to undertake anything that doesn't directly address assisting hard working small business owners to keep the legacy they have built alive.
3. This is **not** the time for some members of the council to try to leave a legacy of this project if 67% of residents surveyed do not support it.
4. This **is** the time for the city to take a hard look, like a strong small or large business would do, at actually cutting costs while increasing revenue without raising taxes. This is typically done by reducing staff (not just part time recreational employees) taking a hard look at stream lining processes, eliminating waste and rewarding department managers for reducing expense and budgets while increasing productivity. Simple fiscal responsibility without the standard government thinking that we will just tell our citizens to pay more taxes or fees. Eliminating the practice of spending entire budgets just so you can get a larger budget next year.

Thank You,

Russ Keller

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From: [D. Muirhead](#)
To: [CC Public Comment](#)
Subject: comment downtown lanes
Date: Wednesday, June 3, 2020 8:57:40 PM

With respect to the "will/will not work" and we "do/do not want".
Please repeat the comment that the City Attorney made at the town hall.
If I heard correctly, he had businesses suing to halt the project who
later become supporters once the project was completed.
thanks Doug Muirhead, Morgan Hill Resident

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From: [Russ K](#)
To: [CC Public Comment](#)
Subject: Lane reduction downtown
Date: Wednesday, June 3, 2020 7:18:30 PM

The lane reduction in the downtown was tried before and appeared to cause only traffic jams and frustration.

Was any data gathered that suggests that the previous lane reduction provided an economic or lifestyle enhancement to the whole of Morgan Hill?

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SAN JOSE TO MERCED HIGH-SPEED RAIL EIR/EIS REVIEW FOCUS ON MORGAN HILL

Akoni Danielsen
Principal



Focus of Review

-Four alignments passing through Morgan Hill

- Alternative 1/3: Viaduct West of US 101
- Alternative 2: East of UPRR on Embankment
- Alternative 4: At-grade Blended UPRR (*HSR Preferred Alt.*)

-Issues Reviewed

- Traffic operations, safety
- Noise/vibration
- Aesthetics
- Cultural resources
- City '4(f)' public facilities.

Traffic and Safety

General Concerns:

- Many roadways will be closed or modified by the project under Alt.2 or Alt. 4
- no analysis of the impacts of traffic being redistributed to other roadways.
- Project would result in adverse impacts at numerous intersections.
- However, EIR provides no details on how these impacts will be mitigated.

Alternative 4 concerns:

- At-grade crossings increase emergency vehicle response time due to quad-gates
- Suggest a grade separation at Dunne Avenue to address potential queuing issues, project impacts along Main Avenue, and emergency response time delays due to increased gate-down time.
- Suggest a grade separation at Tennant Avenue to address potential queuing issues and emergency response time delays due to increased gate-down time .
- Suggest a grade separation at Tilton Avenue to mitigate the project impact at Monterey Road and Tilton Avenue.

Noise/Vibration

Noise:

- Alt. 2 is worst, due to the elevated railway on the embankment, impacts roughly 1,000 properties along the UPRR corridor.
- Alt. 4 is next, at-grade tracks impact about 800 properties.
- Alts. 1 and 3 impact roughly 100 properties primarily along US101.
- Mitigate by use of sound walls at various locations, more detail needed.
- Alt. 4 train horn blasts a major concern (176 trains daily)

Vibration:

- Alts. 1, 2, and 3 would be minimal.
- Alt. 4, the at-grade blended option, would impact over 100 properties.

Aesthetics

Alternatives 1/3

- The aerial structure would rise to heights of more than 60 feet above grade and would be taller than surrounding homes, offices, and other buildings in the area.
- EIR claims the impact would be less than significant, City could disagree



Aesthetics

Alternative 2 Embankment

- EIR concludes less than significant, City could disagree



Aesthetics

Alternative 4 At-Grade

- Less impactful than Alt. 2, focus on soundwall design

Nighttime Lighting

- EIR concludes significant and unavoidable for Alts. 1, 2, and 3
- Alternative 4 is less than significant

Cultural Resources

- **Historic Structures in Morgan Hill**

- - Madrone Underpass, UPRR underpass structure for Monterey Road crossing (**demolished under Alt. 4**)
- - Villa Mira Monte, 17860 Monterey Rd, Victorian Stick-style residence.
- - Church of Christ, 17098 Monterey Rd, Arts and Crafts-style church.
- - Cribari Winery, 18980 Monterey Rd, L-plan Craftsman-style building. (**demolished under Alt. 2**)

City 4(f) Public Facilities

Potentially Affected 4(f) properties in Morgan Hill

- Morgan Hill Community and Cultural Center (Alts. 2/4 require mitigation)
- Morgan Hill Outdoor Sports Center
- Morgan Hill Aquatics Center
- Villa Mira Monte (Alts. 2/4 require mitigation)
- Madrone Underpass (demolished under Alt. 4)
- Sanchez Park

MORGAN HILL HSR

Draft EIR/EIS Technical/Engineering
Review Support

Urban Design

June 1, 2020

Item # 16

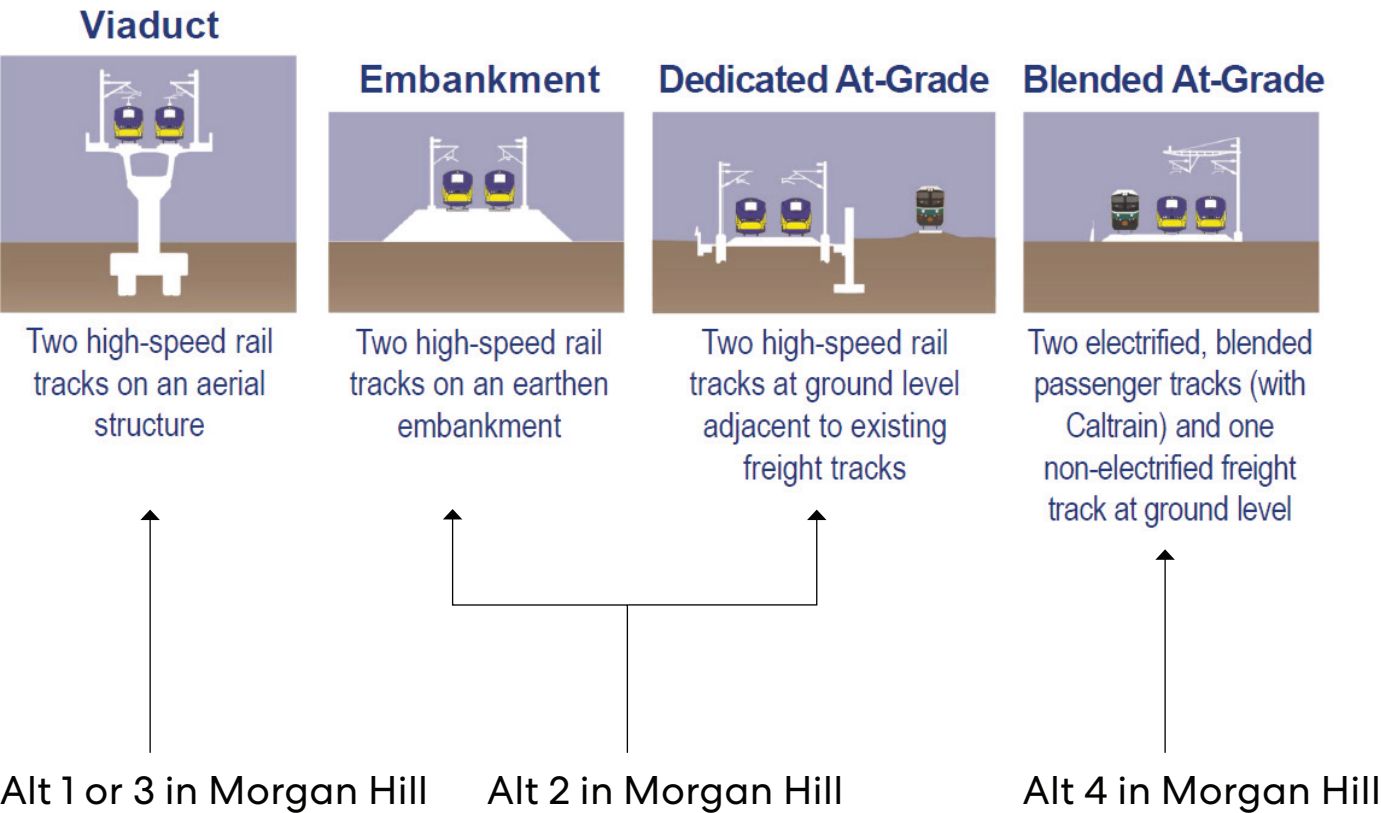
AGENDA DATE: 06/03/2020
SUPPLEMENT # 1

Perkins&Will

Table of Contents

1. Assessment of the Alignments
2. Strategy Framework
3. Caltrain Station Access
4. Roadway Grade-Separation
5. US Route 101/Walnut Grove Placemaking Opportunity

DEIR/EIS Alternatives



Source: Authority 2019a

JUNE 2019

DEIR/EIS Alternatives

Alternative 4 (blended, at-grade) vs. Alternative 2 (dedicated, on embankment)

Physical impact by HSR ROW

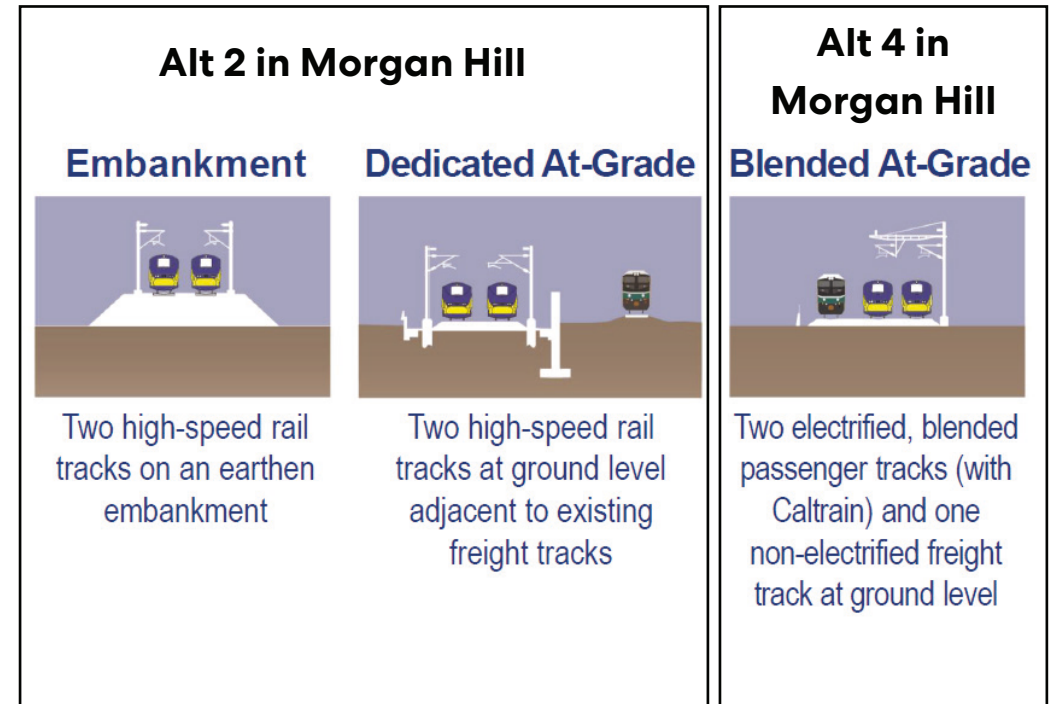
- + Alt 4 has less impacts on adjacent properties and buildings
- Alt 2 has a greater visual impact given the height of the tracks and fences

Impact on crossings & adjacent roadways

- + Alt 2 proposes below-grade crossings through Morgan Hill
- Alt 4 proposes at-grade crossings
- + Alt 4 has the flexibility to maintain some at-grade crossings while allowing for grade separation at strategic locations
- Alt 2 may exclude any potential at-grade or above-grade crossings. It also leads to the closure of Depot St. at Main Ave.

Caltrain Station improvement

- + Alt 4 proposes new platforms and an underpass
- Alt 2 does not propose any improvement to the station platform
- Alt 2 proposed underpass does not directly serve the station platform



DEIR/EIS Alternatives

Alternative 1 or 3

Pros:

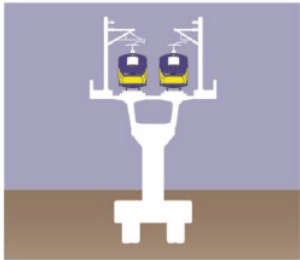
- + No direct impact on downtown properties and character
- + No direct impact on streets

Cons:

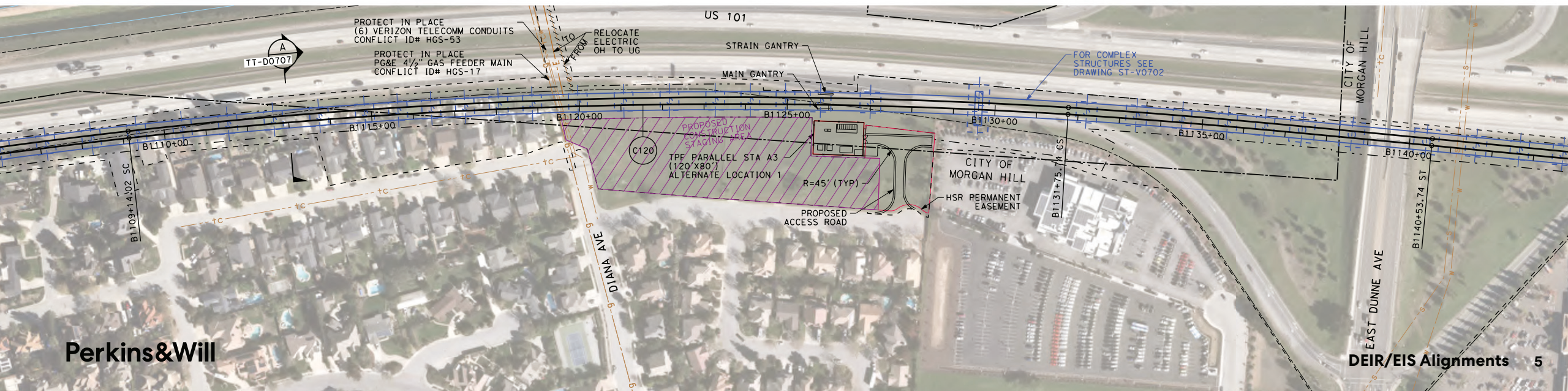
- Creates property & building impacts on residential community near US 101
- Viaduct creates a negative impact on the character of the residential neighborhood

Alt 1 or 3 in Morgan Hill

Viaduct



Two high-speed rail tracks on an aerial structure



Strategy Framework

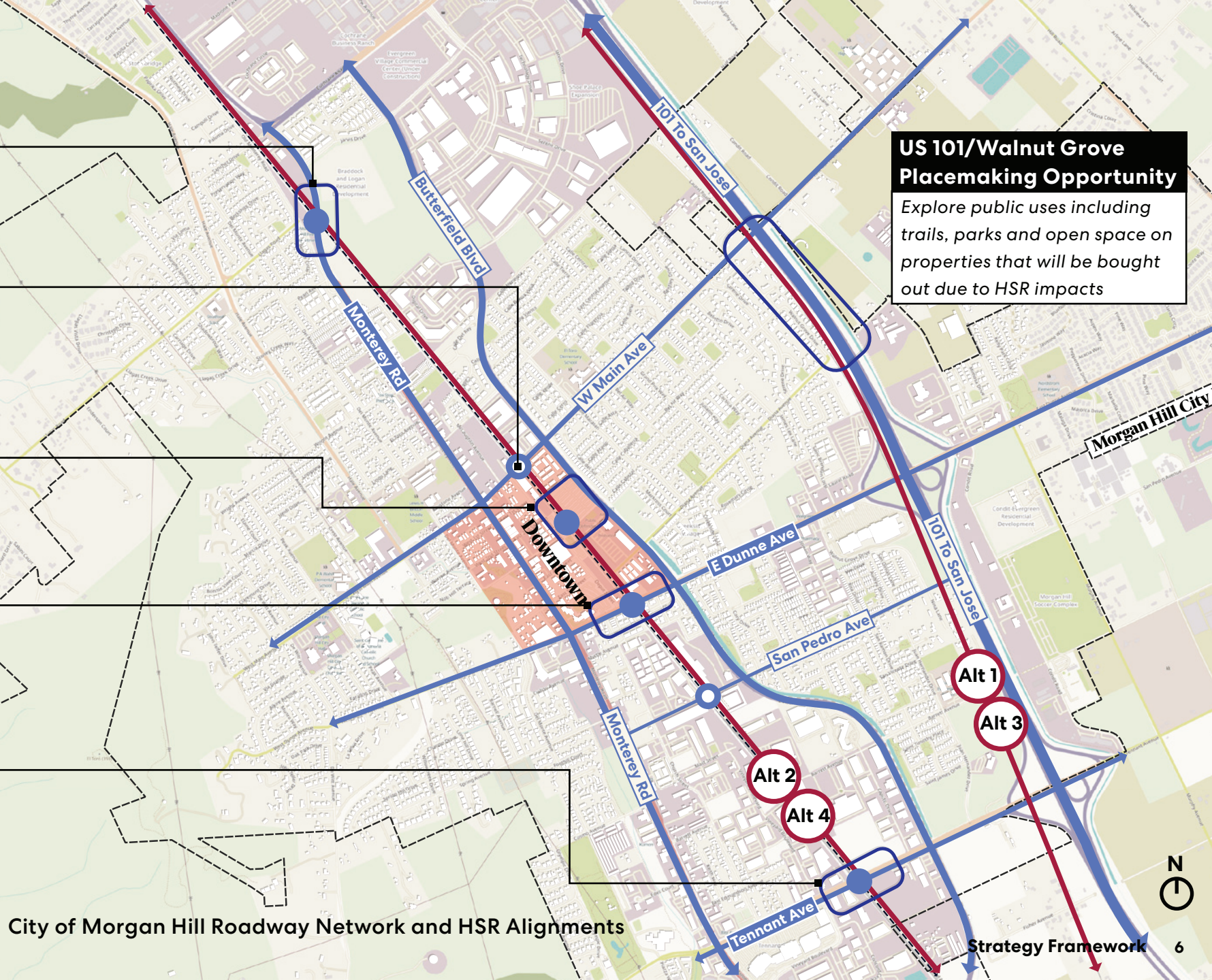
Monterey Underpass
Integrate sidewalk and bike lanes into proposed roadway

E Main Avenue
Maintain an at-grade crossing to minimize impacts on adjacent properties and Depot Street

Caltrain Station Access
Improve pedestrian underpass to enhance multimodal connectivity

Dunne Avenue Grade Separation
Potential below-grade roadway crossing with pedestrian and bicycle infrastructure

Tennant Avenue Grade Separation
Potential below-grade roadway crossing with pedestrian and bicycle infrastructure

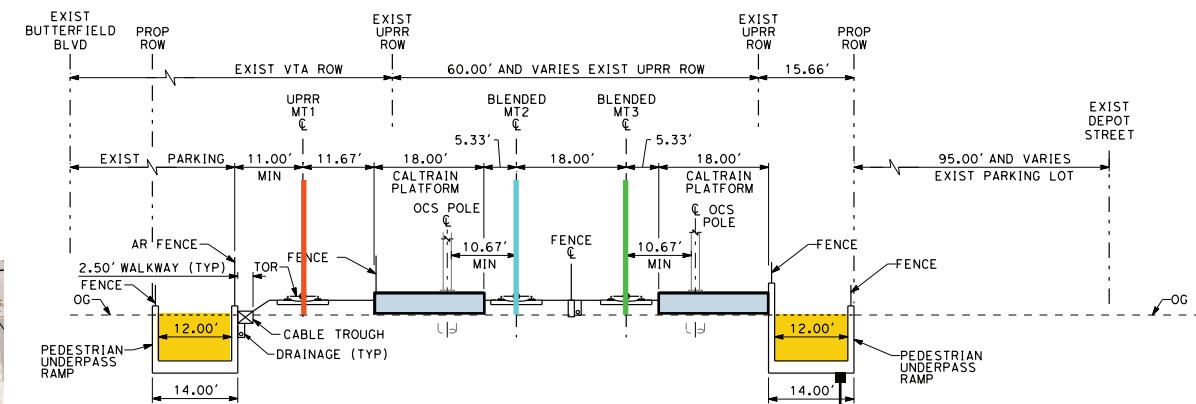
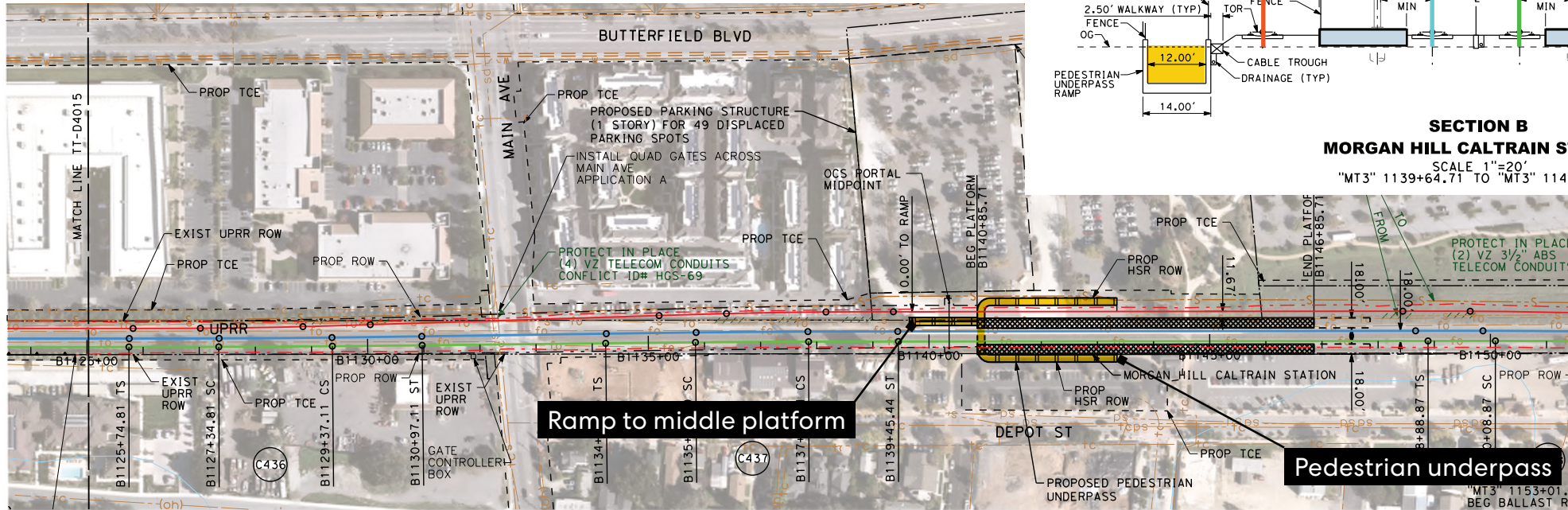


US 101/Walnut Grove Placemaking Opportunity
Explore public uses including trails, parks and open space on properties that will be bought out due to HSR impacts

City of Morgan Hill Roadway Network and HSR Alignments

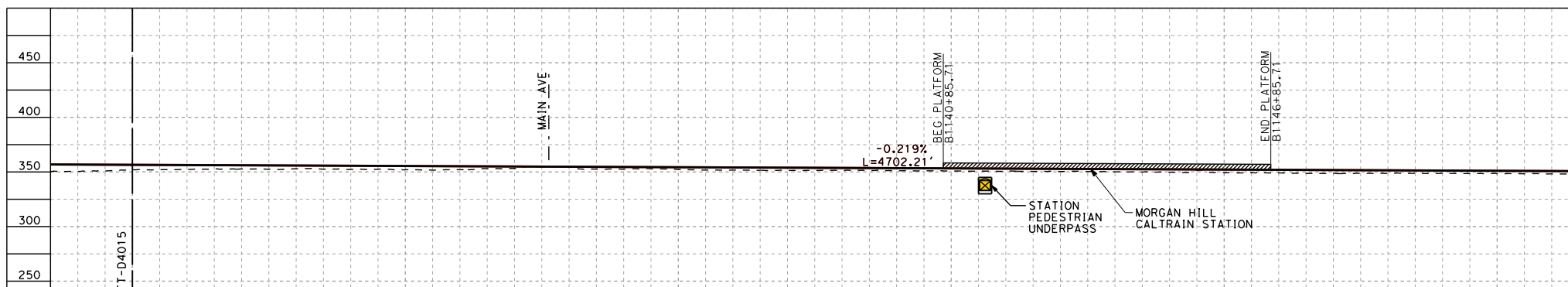
CALTRAIN STATION ACCESS

DEIR/EIS Proposed in Alternative 4



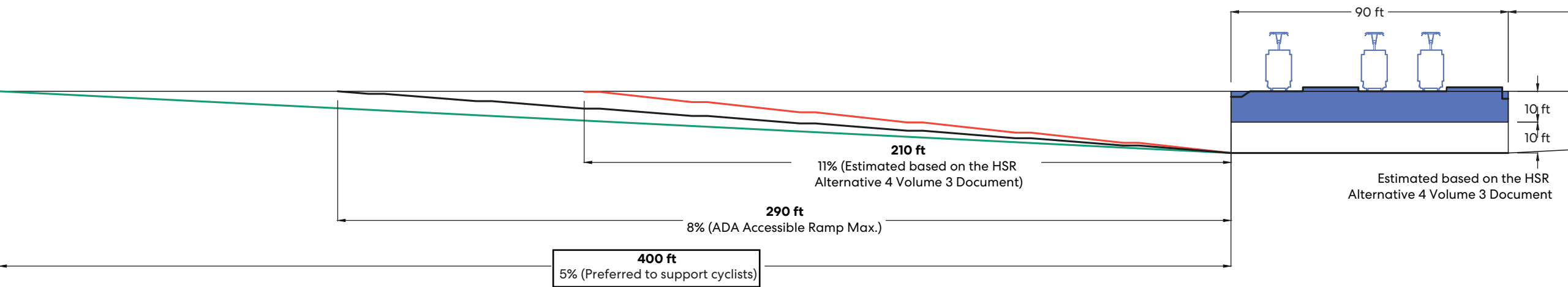
SECTION B
MORGAN HILL CALTRAIN STATION
SCALE 1"=20'
"MT3" 1139+64.71 TO "MT3" 1147+85.71

Pedestrian underpass



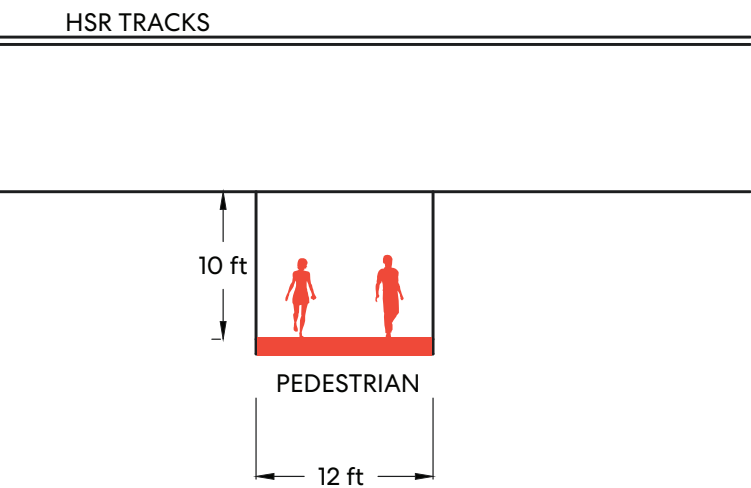
Accessible Slopes

Conceptual diagram, transition slopes not considered



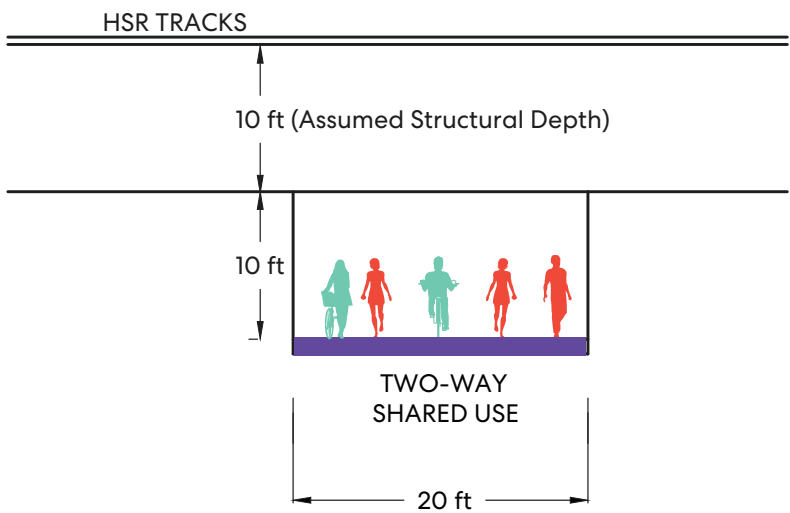
Underpass Width

HSR Alternative 4 Proposed

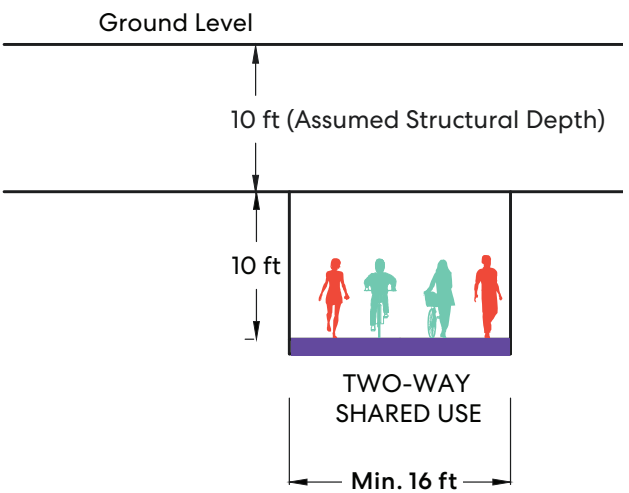


City Preferred Options

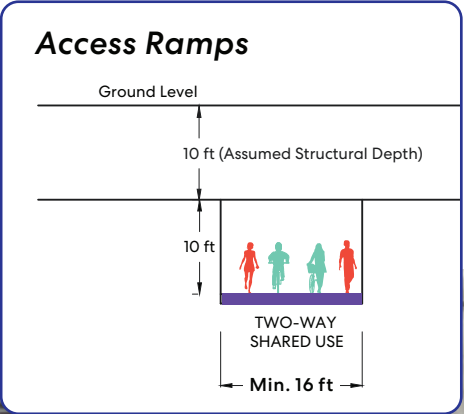
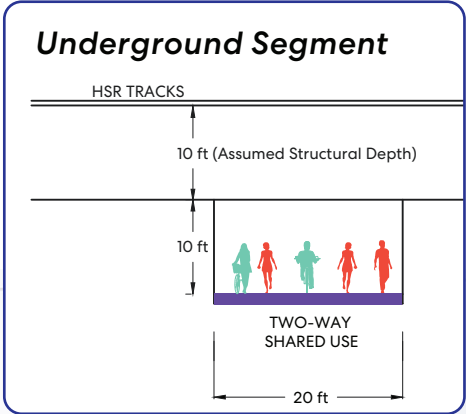
Underground Segment



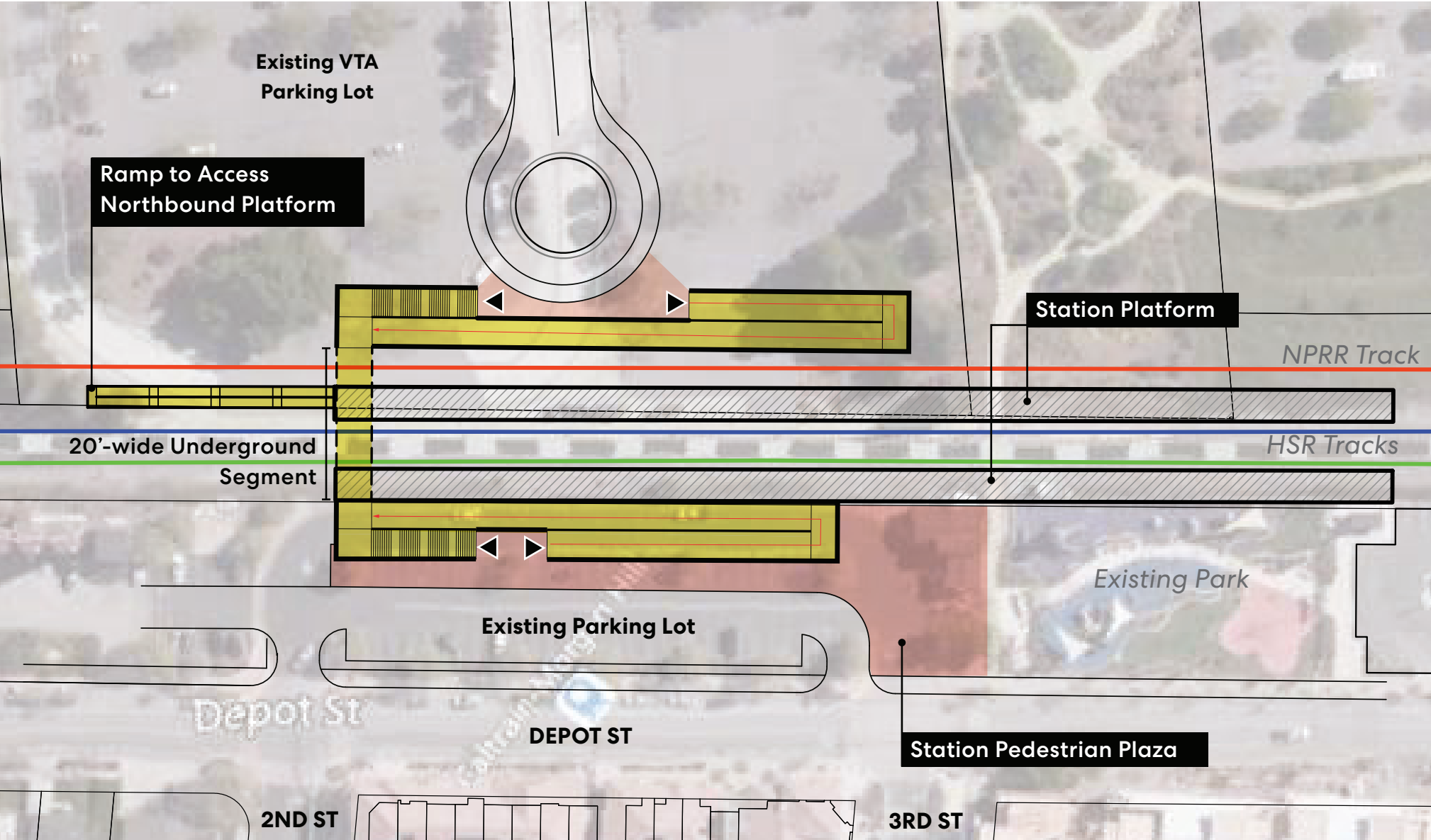
Access Ramps



Examples of Underpass Width



Option 1: Minimum Space



The placement of ramps and stairs takes up a minimum amount of space.

- ▲ Access Point
- Pedestrian Circulation
- Transit Plaza/Public Space

*Assumes a 16'-wide and 5% sloped ramp.

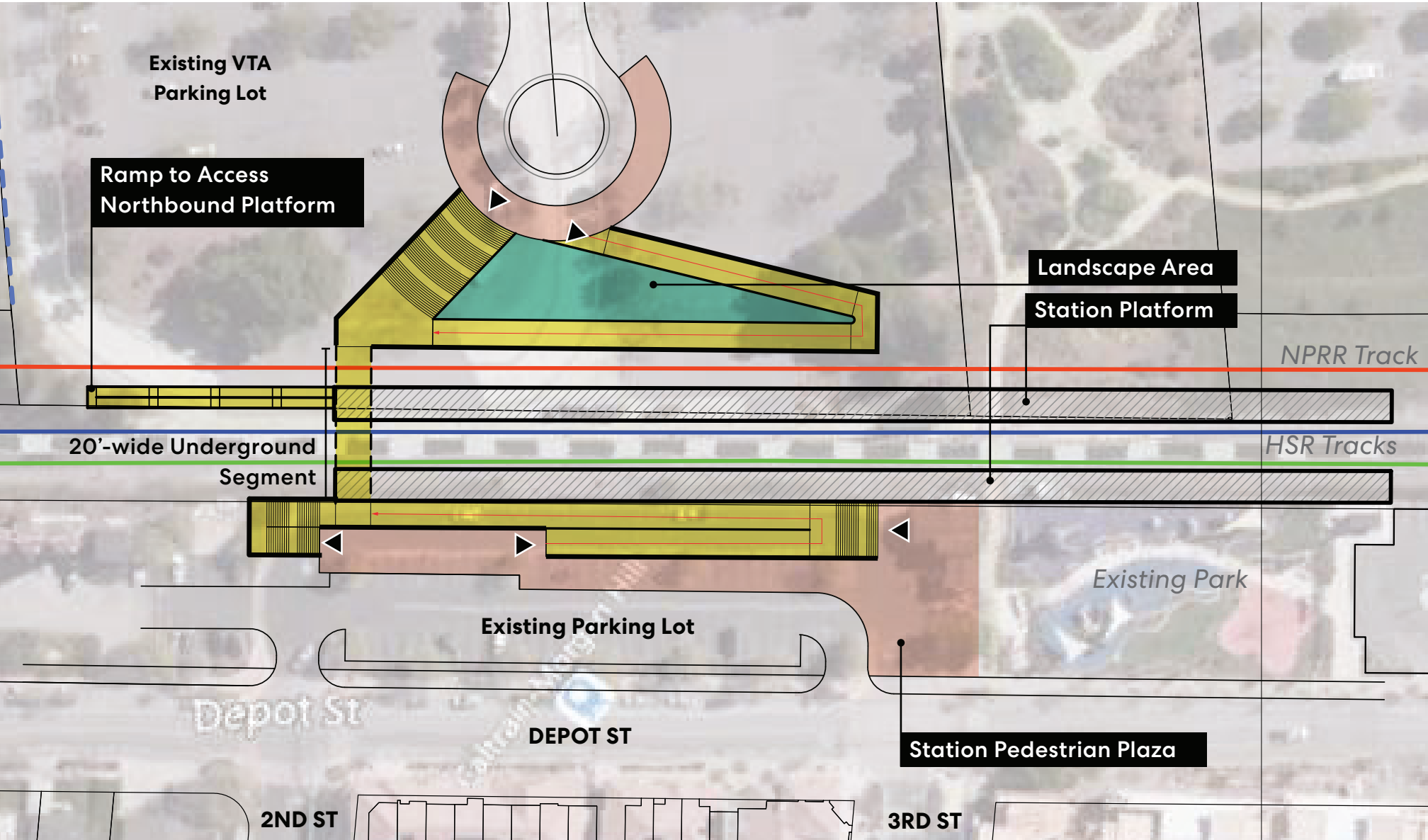




Van Nuys Metrolink Station Underpass



Option 2: Enhanced Landscape



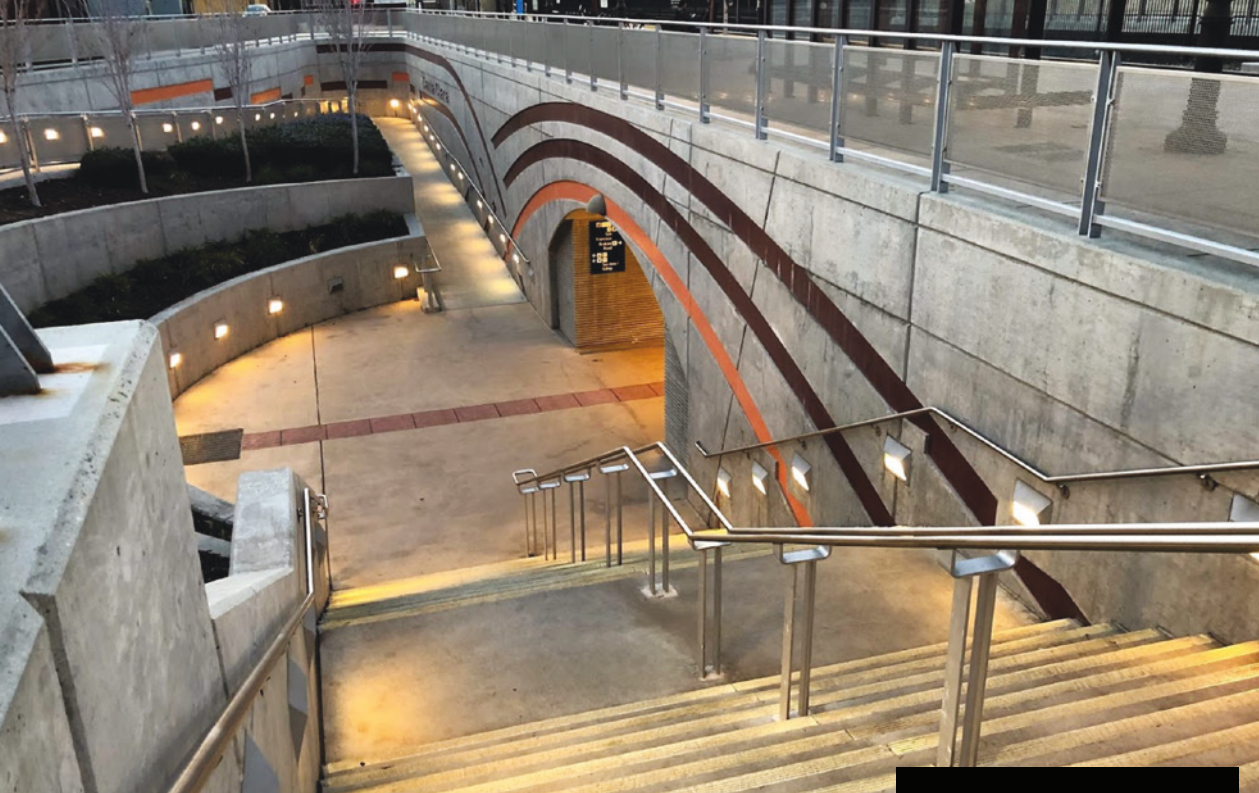
A landscape area is included on the east side to create a sense of arrival and provide more generous space and lighting to the area that is lower than the ground level.

Compact ramp and stair configuration on the west side to preserve more parking spaces in the existing lot.

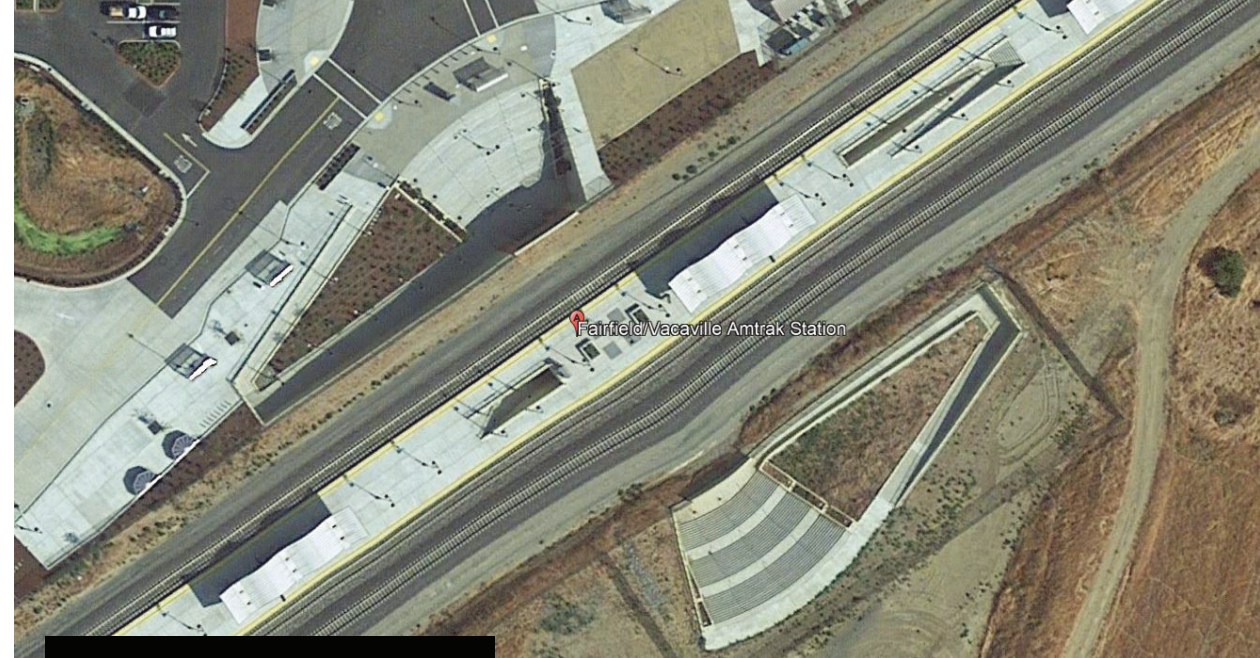
- ▲ Access Point
- Pedestrian Circulation
- Transit Plaza/Public Space
- Landscape

*Assumes a 16'-wide and 5% sloped ramp.





Santa Clara Station Access



Fairfield Vacaville Train Station Access



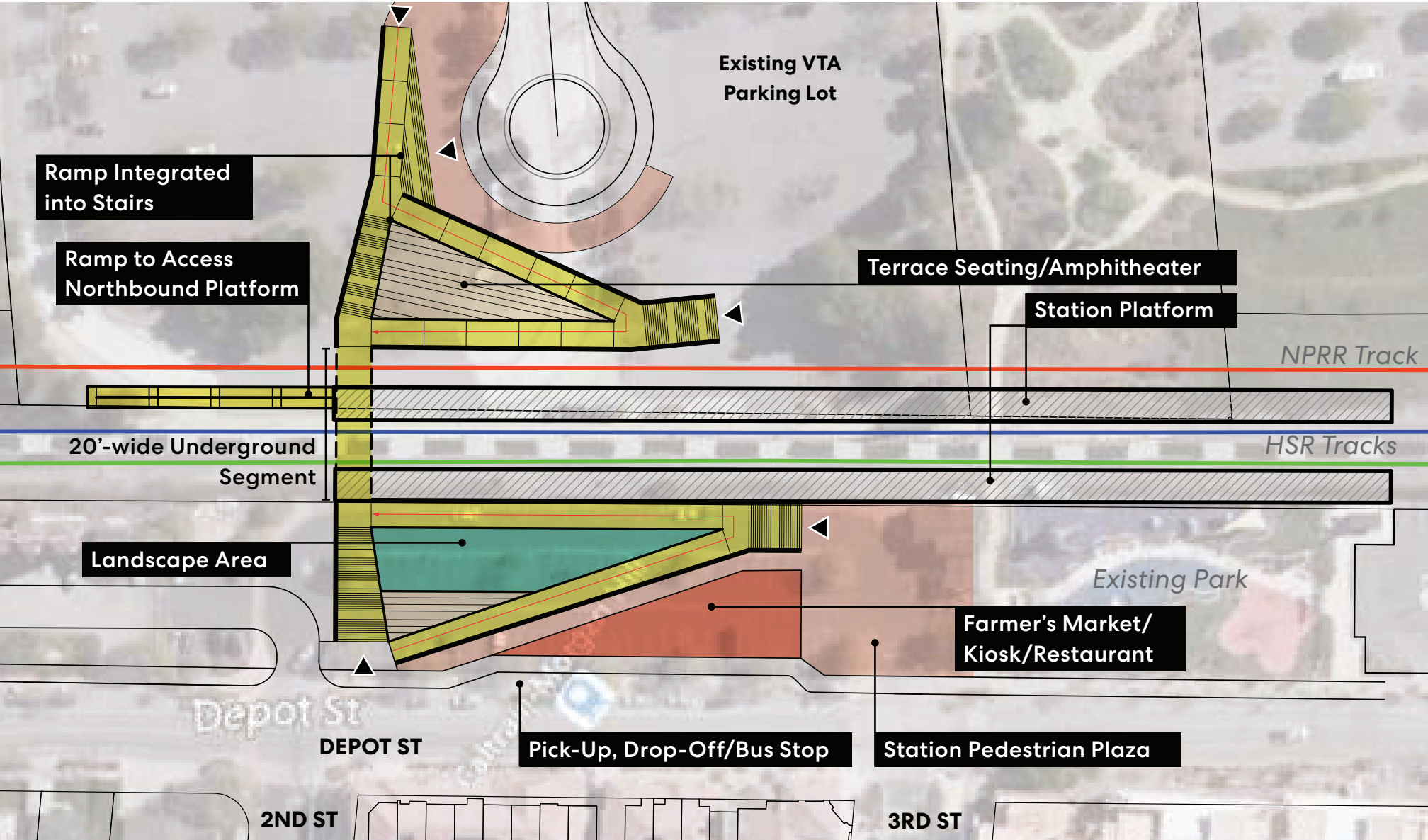
Santa Clara Caltrain Station

Perkins&Will



Caltrain Station Access 15

Option 3: Town Center/Gateway



Dedicates more space on both sides of the tracks to create a gateway and centralized public space at the future Caltrain Station.

Creates public space both at the ground level and along the ramps and stairs to provide placemaking opportunities.

Provides more generous space and lighting to the lower area.

- ▲ Access Point
- Yellow Pedestrian Circulation
- Light Pink Transit Plaza/Public Space
- Red Event/Programmed Public Space
- Teal Landscape

**Assumes a 16'-wide, 8% sloped ramp on the east side and a 5% sloped ramp on the west side.*

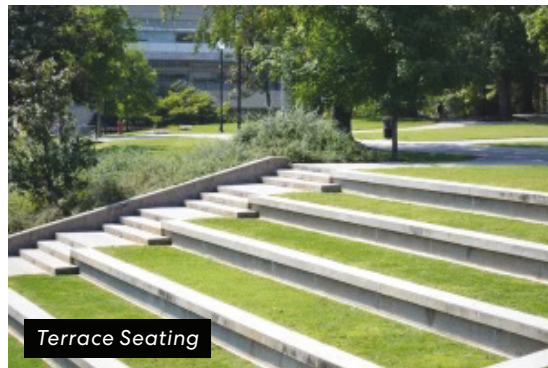




Ramp Integrated into Stairs



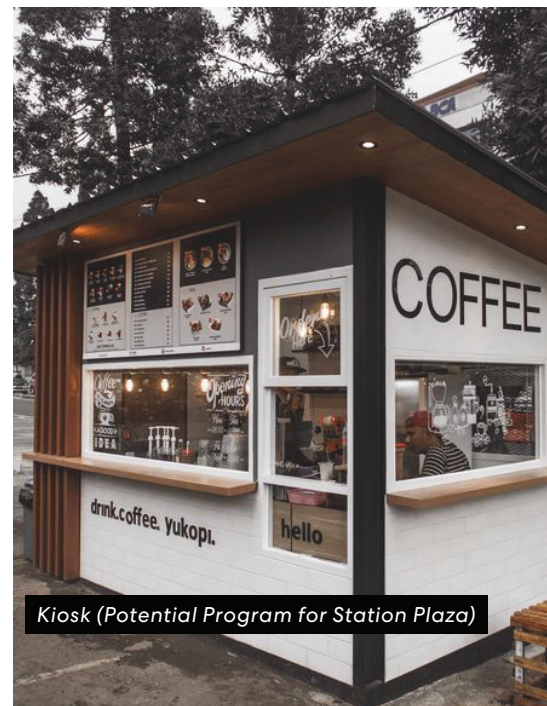
Terrace Seating



Terrace Seating



Street Fair (Potential Program for Station Plaza)

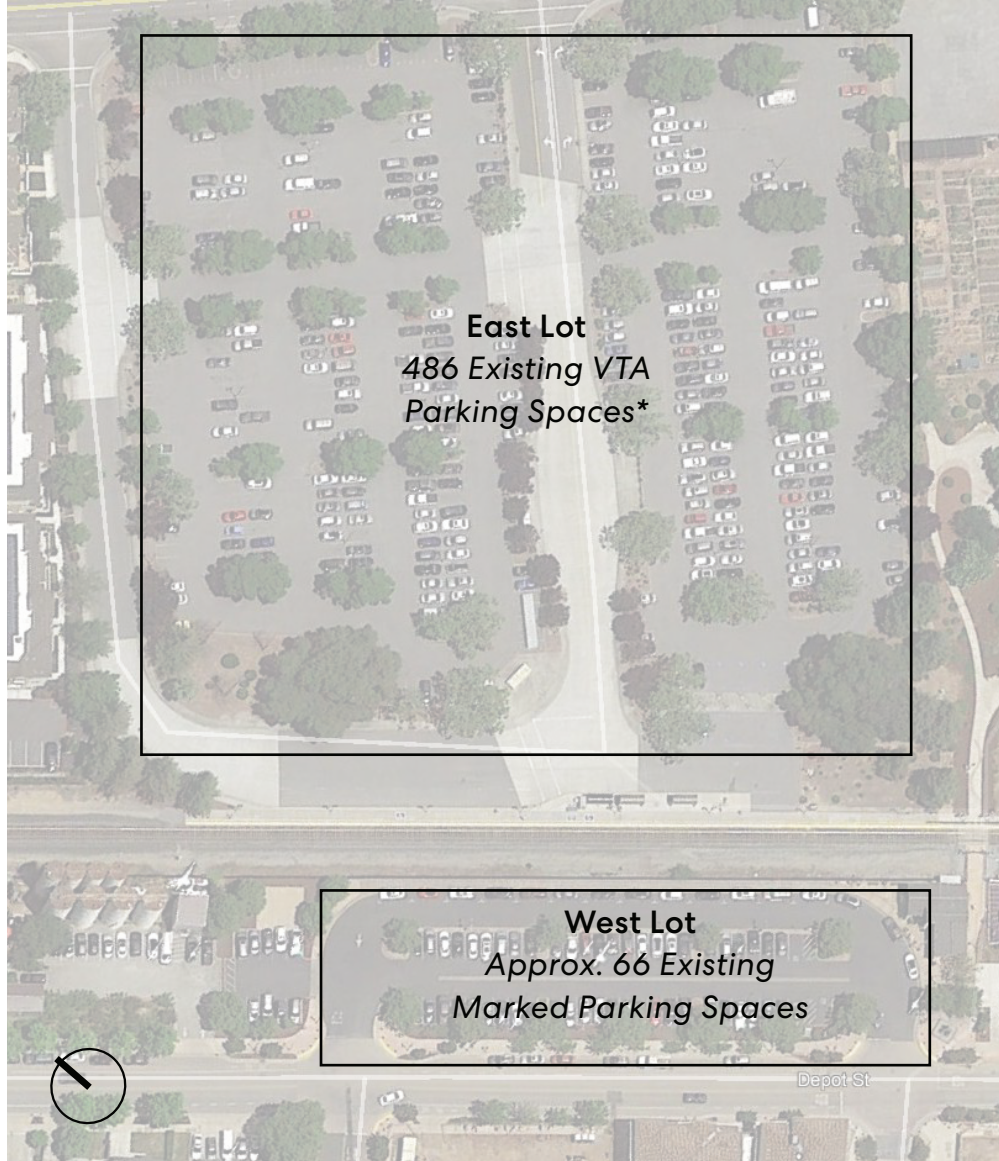


Kiosk (Potential Program for Station Plaza)



Farmers Market (Potential Program for Downtown Plaza)

Assessment of Parking Impact



East Lot

Option 1:

- Detailed design needed to minimize the parking impact and provide spaces to compensate parking loss
- Impacts **approximately 20** existing parking spaces

Option 2 & 3:

- Detailed design needed to minimize the parking impact and provide spaces to compensate parking loss
- Impacts **approximately 45-55** existing parking spaces

West Lot

Option 1 & 2:

- Detailed design needed to minimize the parking impact and provide spaces to compensate parking loss
- Impacts **approximately half** of the existing parking spaces

Option 3:

- Detailed design needed to minimize the parking impact and provide spaces to compensate parking loss
- Impacts **60% to 100%** of the existing parking spaces

* Source: <https://www.vta.org/go/stations/morgan-hill-caltrain>

Caltrain Station Access Key Takeaways

Impacts

Maintaining an ADA accessible slope will take up a significant amount of space. The capacity for parking and/or future proposed uses on the station-adjacent parcels will be impacted.

Considerations

The underpass should meet ADA accessible design standard and support bicycle access.

The location of the pedestrian underpass should be considered with the planning and design of pedestrian paths, access way, pick-up/drop-off, parking, and future development on the adjacent properties.

The design should provide adequate lighting and maximize natural light to enhance security while ensuring energy efficiency.

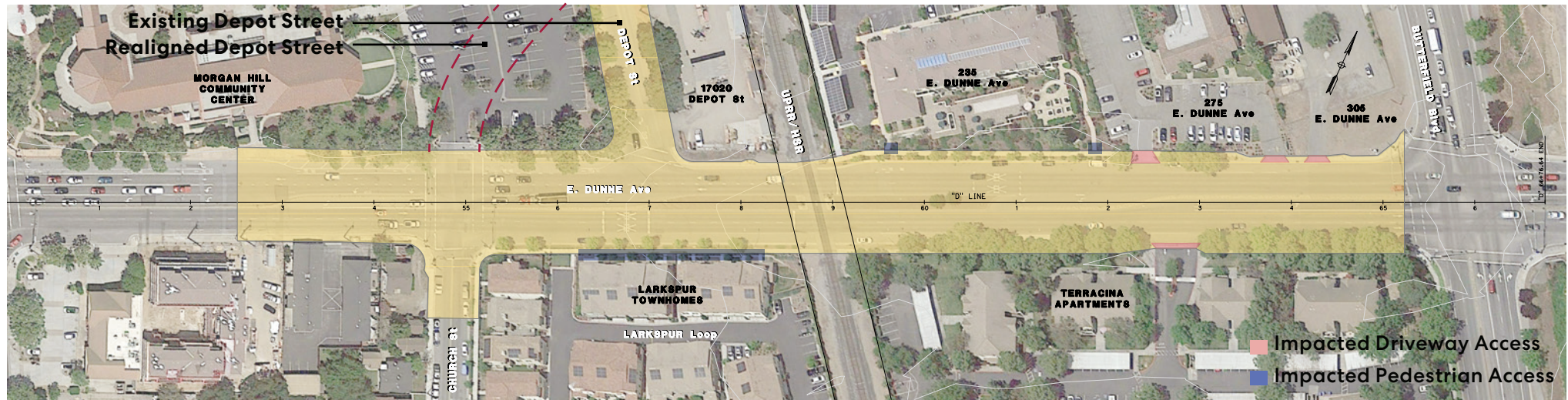
Recommendations

The tunnel (under the tracks and platforms) should be, at a minimum, 20 feet wide and 10 feet tall with ground texture or paving differentiating space dedicated to pedestrians and bicycles.

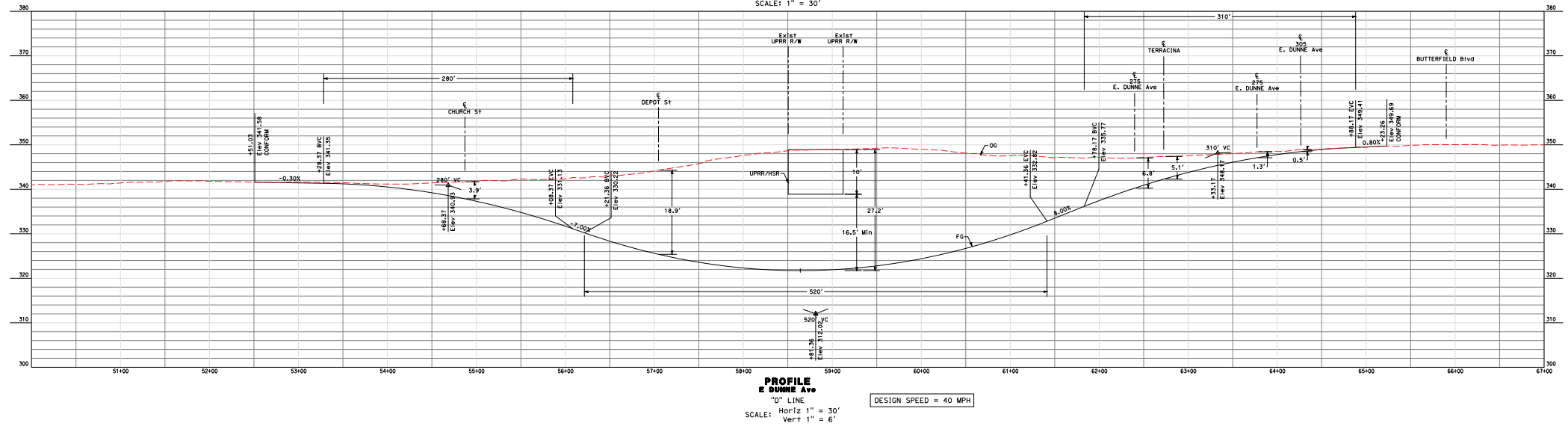
The access ramps and stairs should be at least 16 feet wide. Provide a 5% slope for a continuous access ramp where possible.

Provide adequate lighting in the pedestrian underpass. Maximize exposure to daylight through locating the ramps where opening to the sky is possible. Integrate landscape features into the design of the ramps to enhance the visual quality. Include artificial lighting and other safety and security elements as per Caltrain Design Criteria.

ROADWAY GRADE SEPARATION



PLAN
SCALE: 1" = 30'



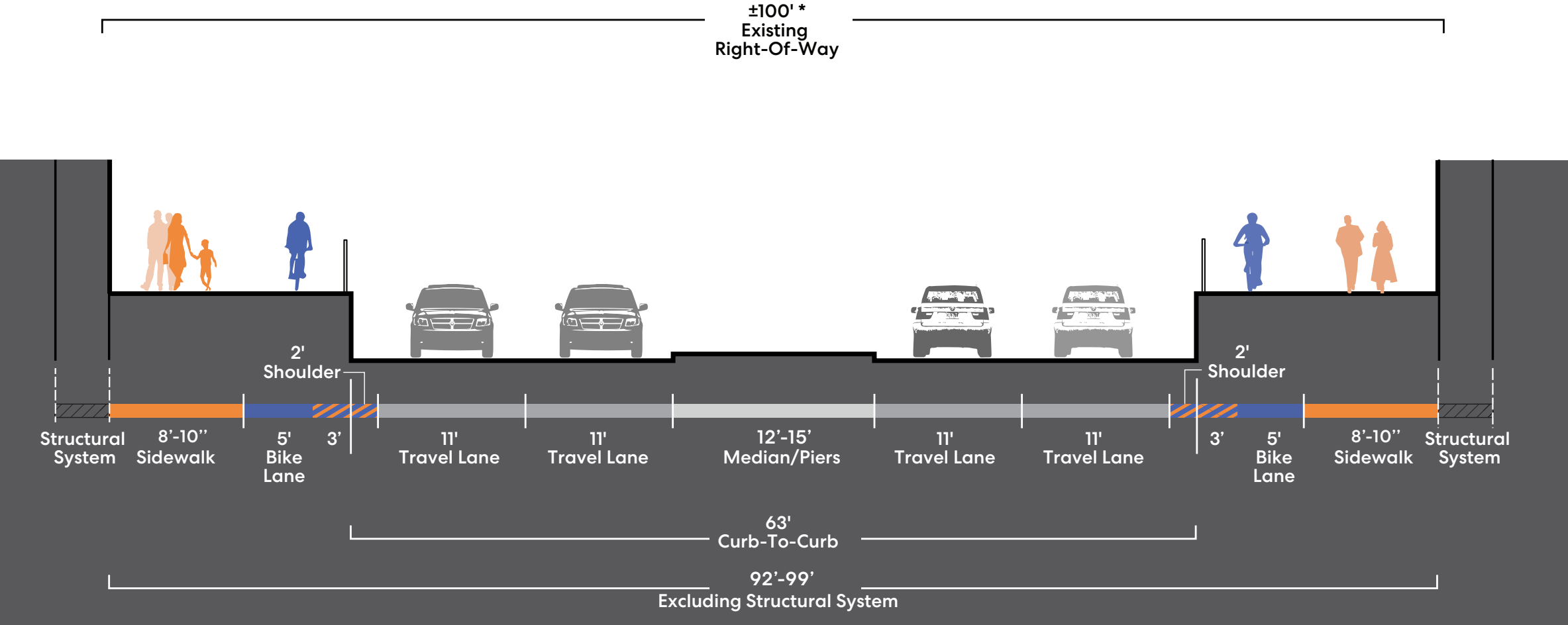
PROFILE
E. DUNNE AVE
"D" LINE
SCALE: Horiz 1" = 30'
Vert 1" = 6'

DESIGN SPEED = 40 MPH

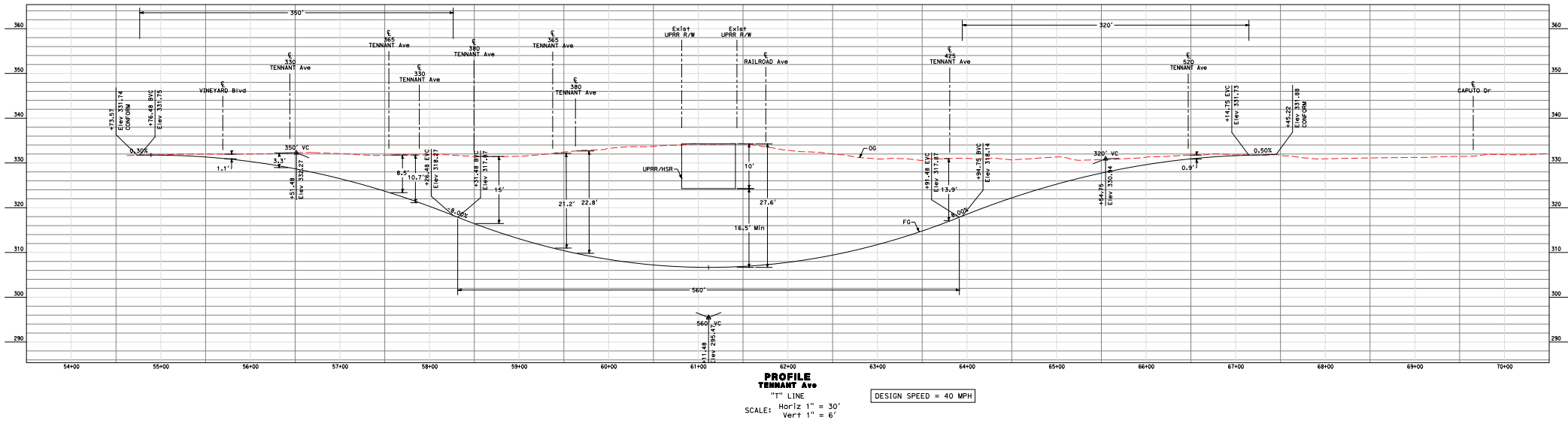
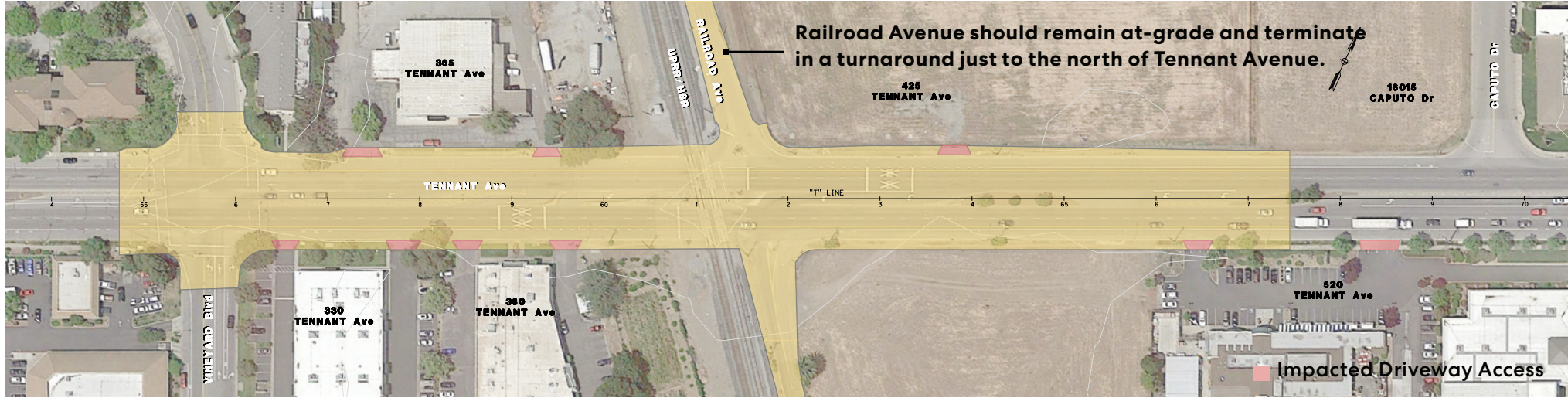
E. DUNNE AVENUE CROSSING - ALT 4 UNDERCROSSING

Dunne Avenue Potential Configuration

Conceptual diagram, not a design



* Measured from back of sidewalk to back of sidewalk. Parcel data shows 90' to 110' depending on the location.



K:\2020\2020\PerkinsWill\Tennant\Tennant_Avenue_Crossing\Tennant_Avenue_Crossing.dwg 20 May 2020 10:04:00am N:\m

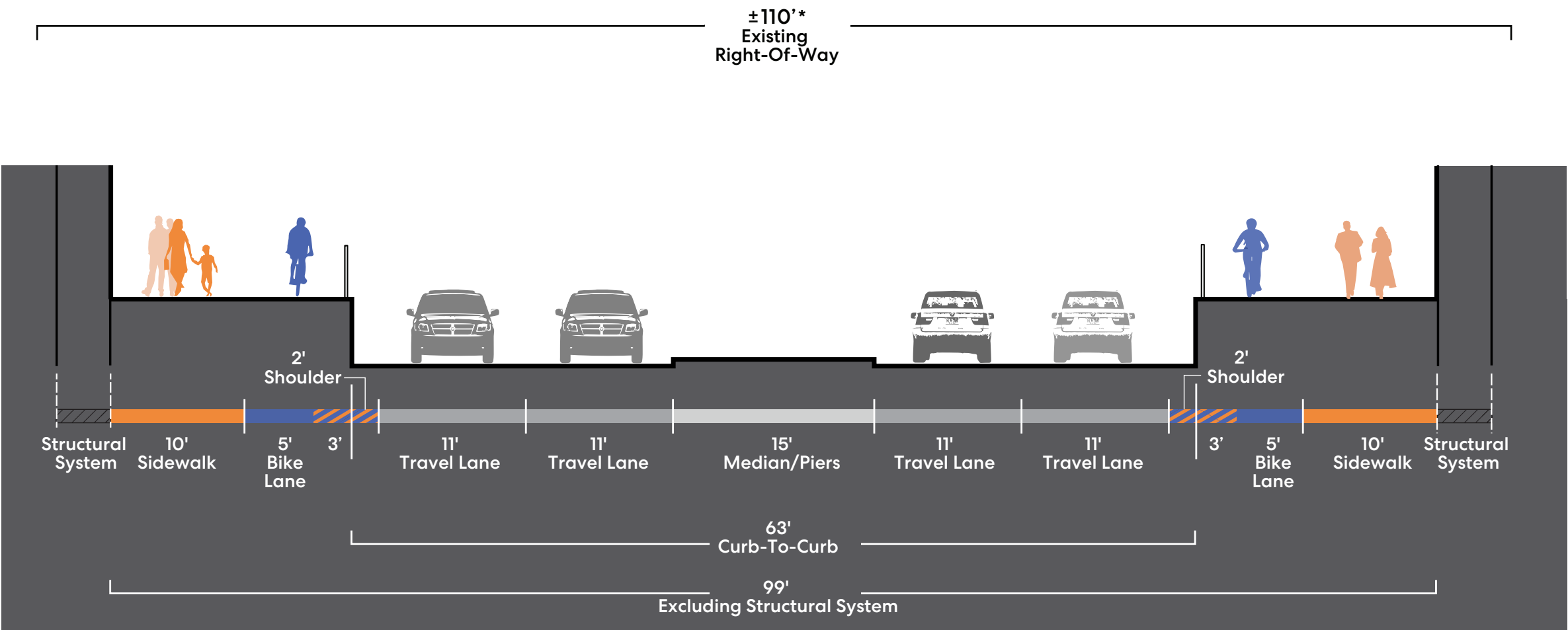


TENNANT AVENUE CROSSING - ALT 4 UNDERCROSSING

Perkins&Will

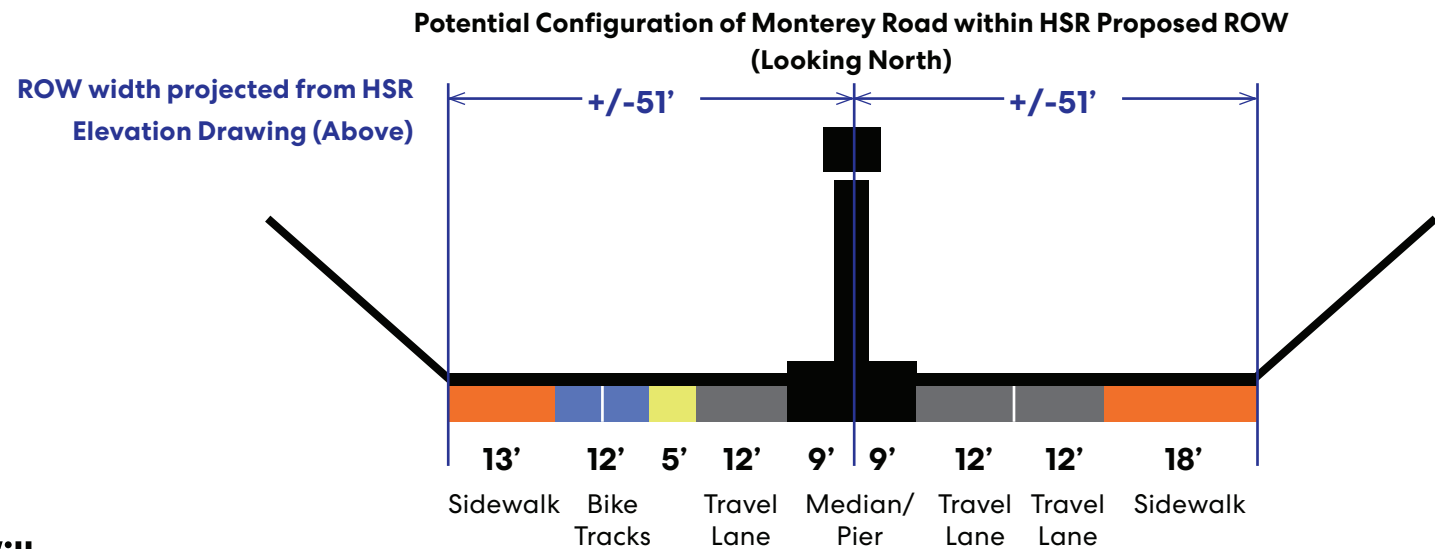
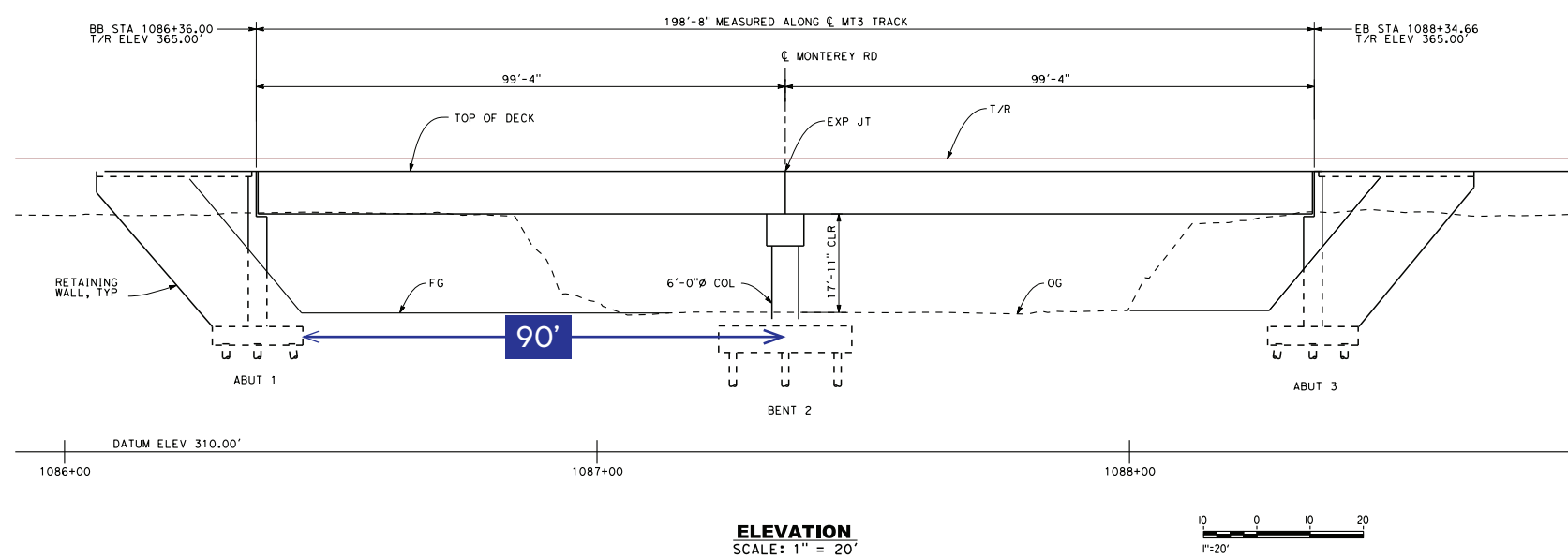
Tennant Avenue Potential Configuration

Conceptual diagram, not a design



* Measured from back of sidewalk to back of sidewalk. Parcel data shows 110' to 120' depending on the location.

Monterey Road Underpass - Potential Multimodal Configuration



Roadway Grade Separation Key Takeaways

Impacts

Depressing Dunne and Tennant Avenues near the HSR tracks will **impact the existing intersections** at Depot Street, Church Street, Vineyard Boulevard, and Railroad Avenue.

Existing driveways and buildings accesses along Dunne and Tennant Avenues will be impacted by depressing the roadway profiles.

Pedestrian and bicycle experience will be impacted by the slopes.

Considerations

Design coordination needed between the Dunne Avenue grade separation and the **Depot Street realignment**.

Maintaining the Tennant-Railroad Avenue intersection below-grade would require a realignment of Railroad Avenue and cause **a significant amount of permanent land-take** in adjacent properties.

The **sidewalks and bike lanes** along Dunne and Tennant Avenues should be compliant with ADA standards.

Mitigation for **driveway and building access impacts** along Dunne and Tennant Avenues should be considered.

Recommendations

Bicycle lanes & sidewalks should be incorporated into the proposed section. Physical barriers are recommended between bikes lanes and travel lanes.

Railroad Avenue should **remain at-grade** and terminate in a turnaround just to the north of Tennant Avenue.

Create **a new easement or an alternative access point** to properties that currently can only be accessed from the depressed portion of Tennant Avenue. Create a **public pedestrian path at-grade** to preserve existing building access west of the tracks along Dunne Avenue.

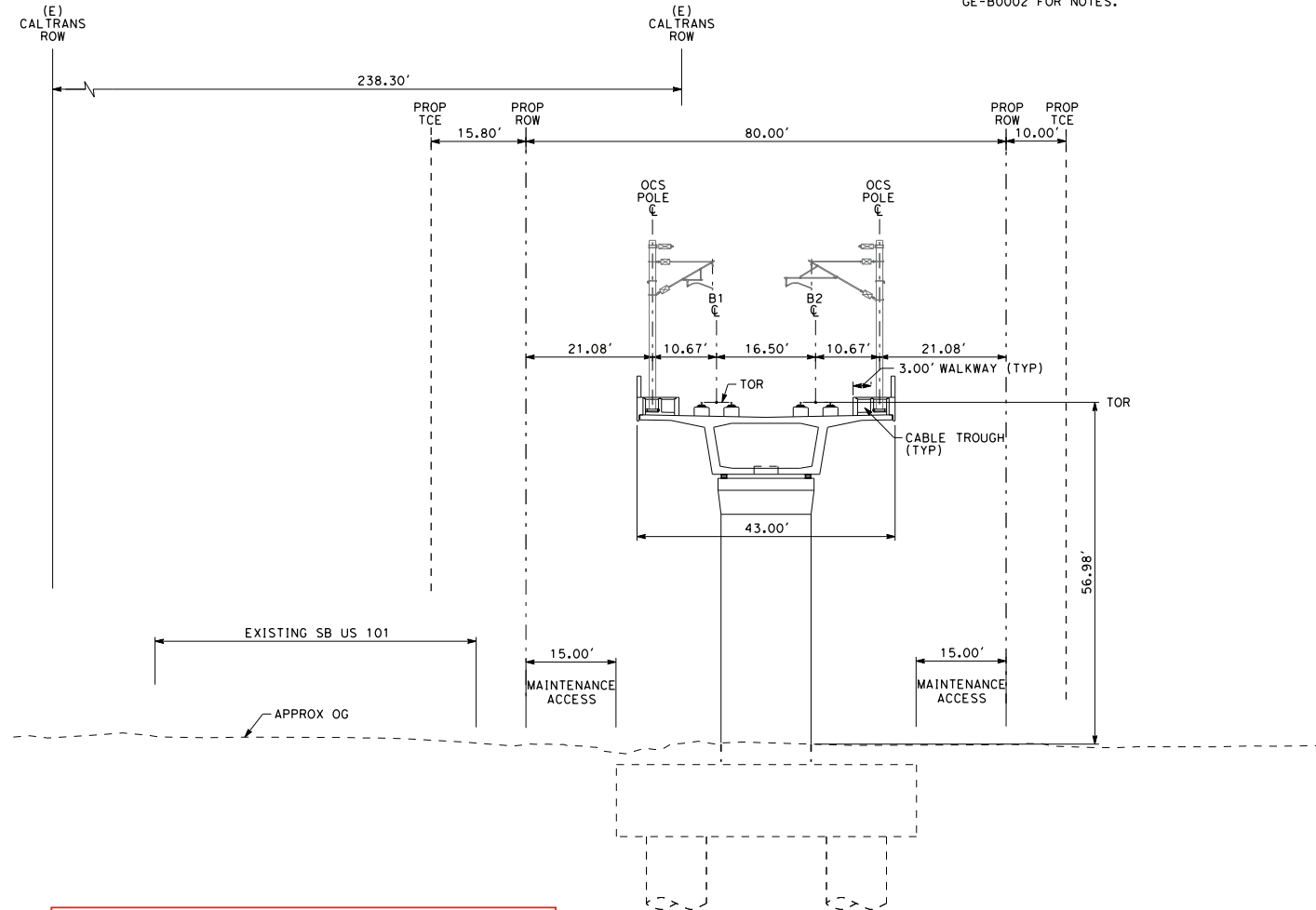
Proposed section of Monterey Road Underpass should incorporate **sidewalks and bike lanes**.

U.S. 101 AREA/WALNUT GROVE PLACEMAKING OPPORTUNITY UNDER ALT 1 OR 3

DEIR/EIS Proposed Section - Alternative 1 or 3

NOTE:

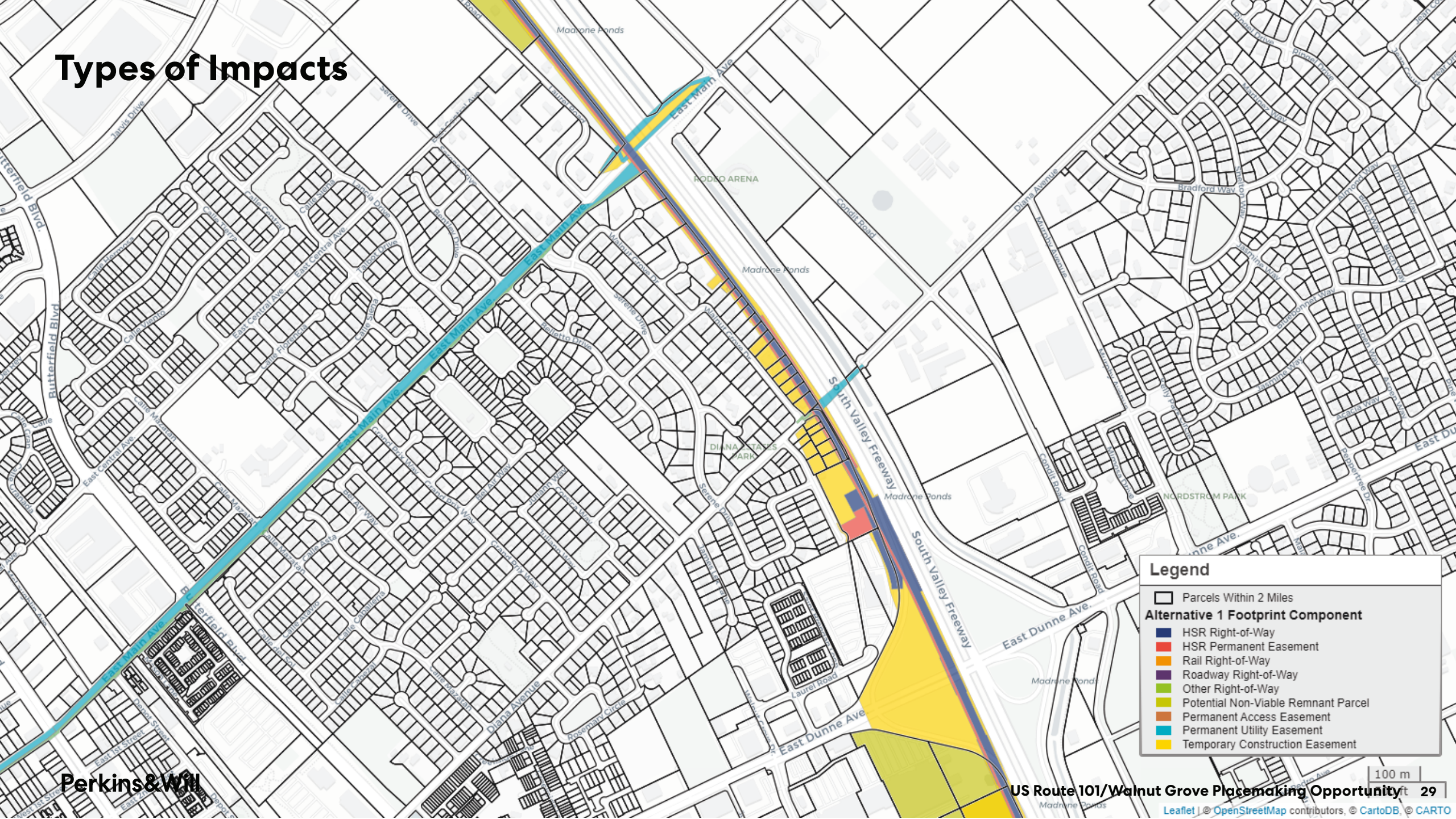
1. REFER TO GENERAL NOTES SHEETS GE-B0001 AND GE-B0002 FOR NOTES.



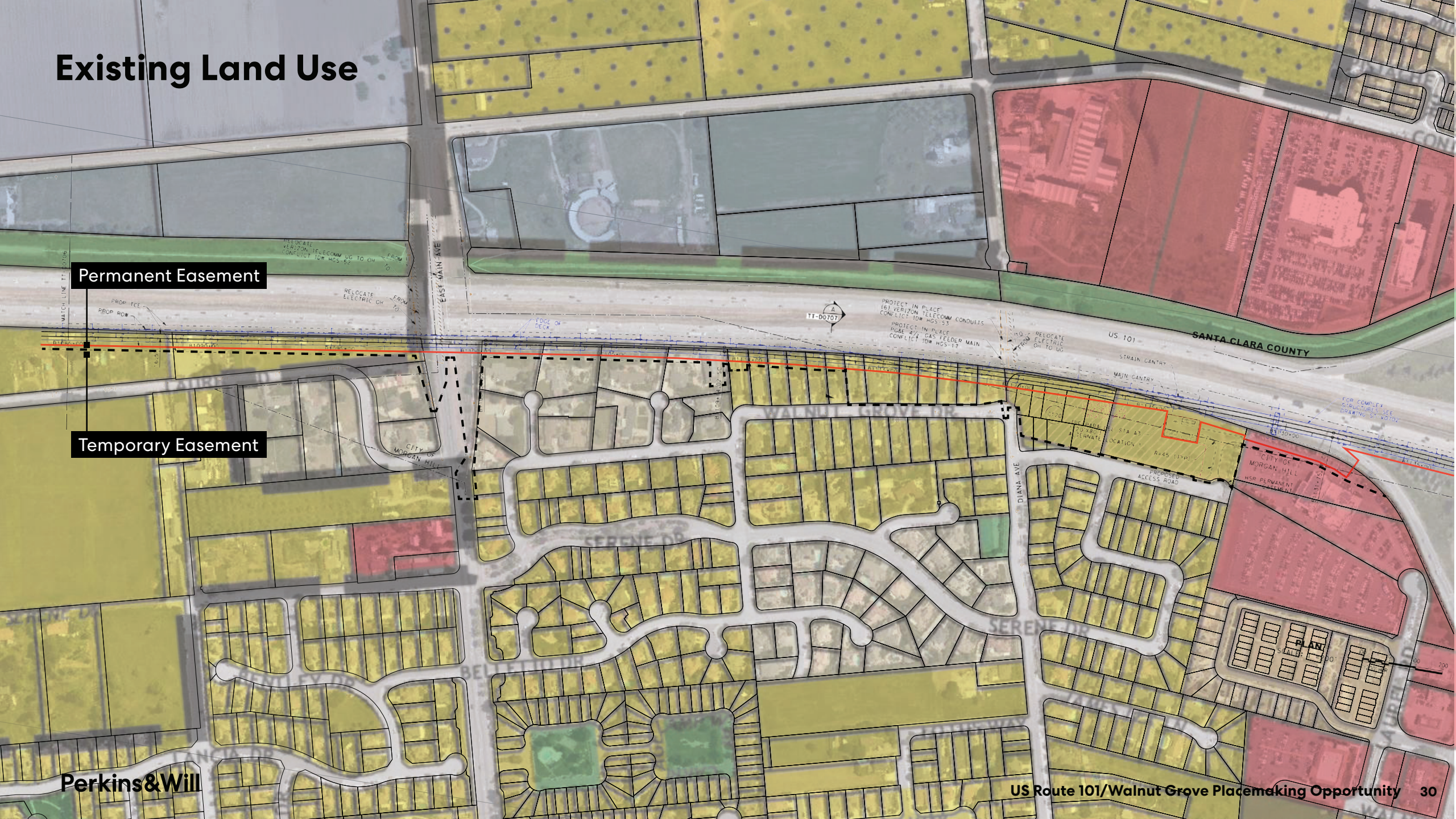
**SAN JOSE TO CVY EIR/S: VOLUME III
ALTERNATIVE 1
BOOK 1A
SHEET 16 OF 193**

SECTION A
SCALE: 1"=20'
"B" 1113+00

Types of Impacts



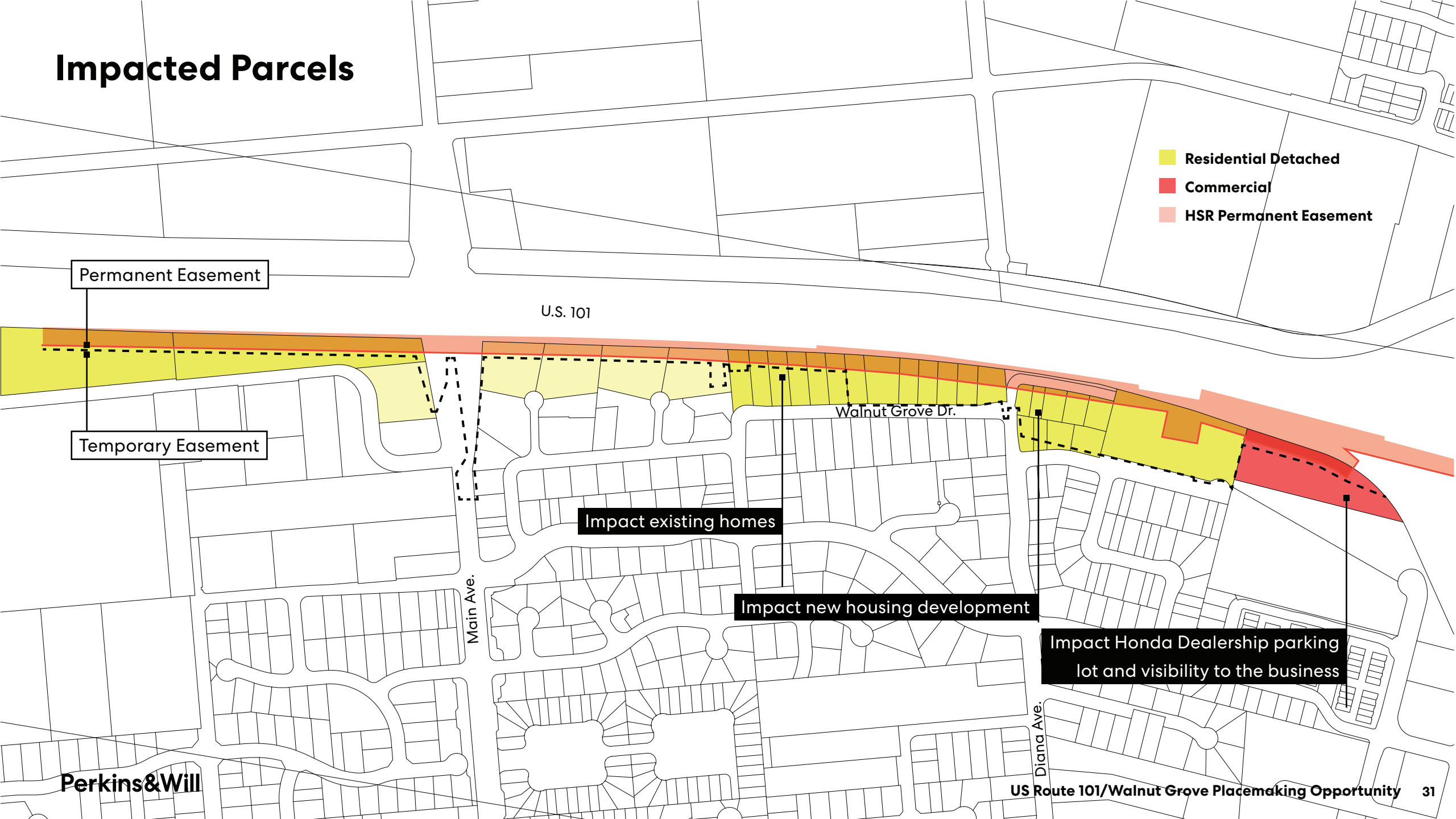
Existing Land Use



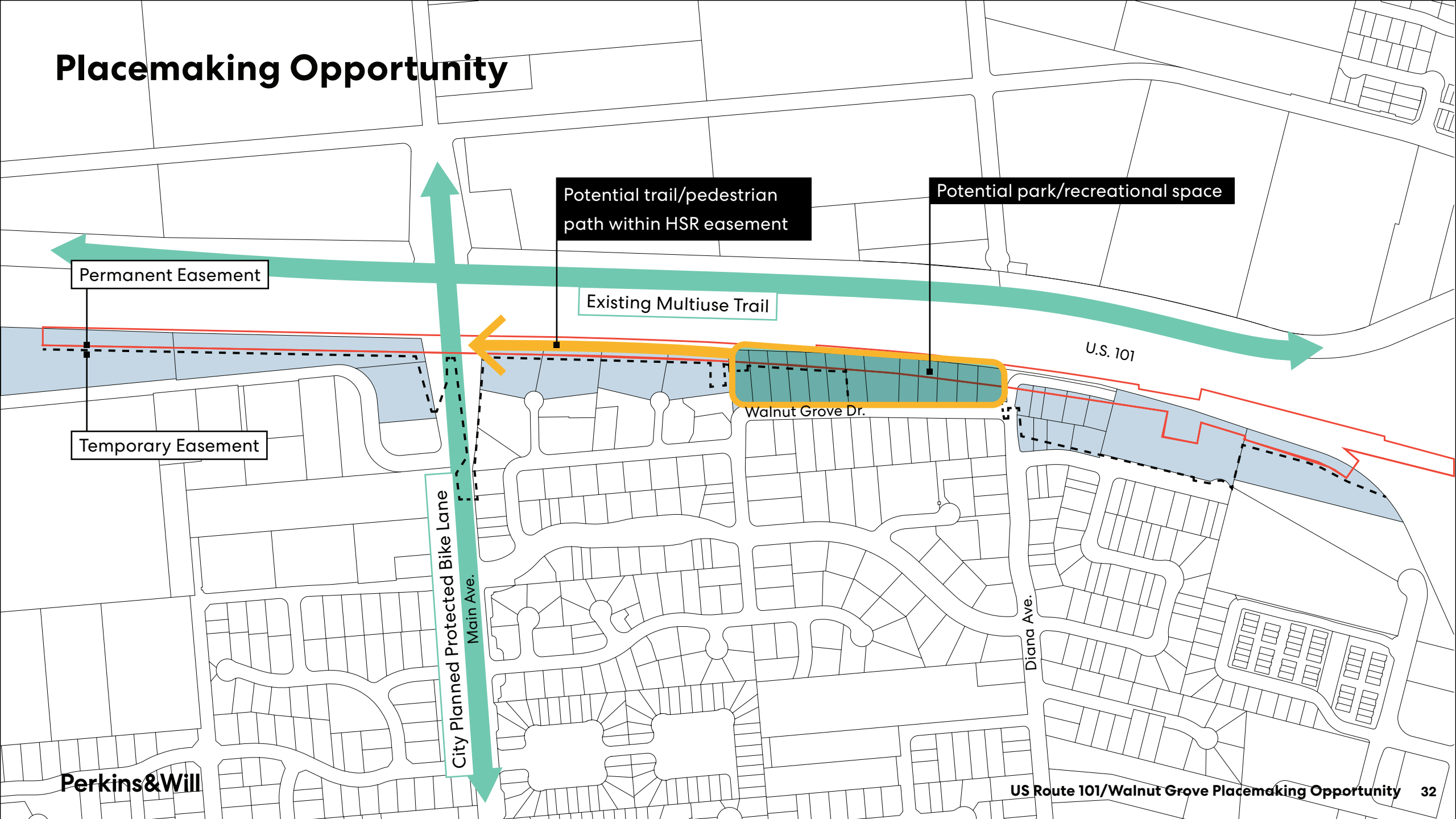
Permanent Easement

Temporary Easement

Impacted Parcels



Placemaking Opportunity



Precedents



The Meadoway, Toronto ON



The Meadoway, Toronto ON

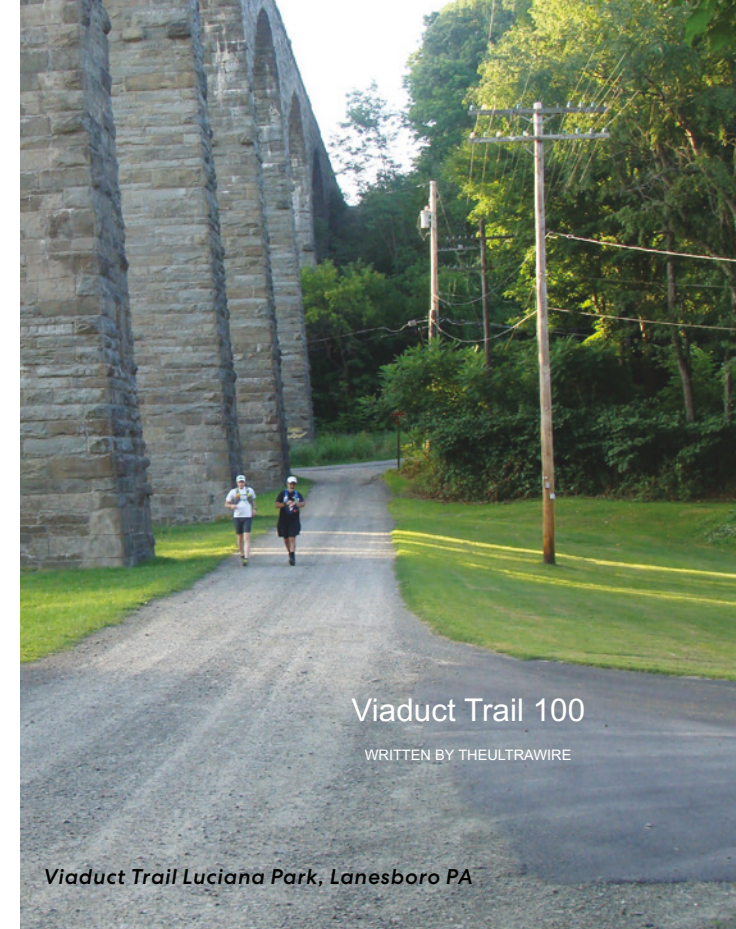
Perkins&Will



BC Parkway and SkyTrain, Vancouver BC



Ohlone Greenway, Berkeley CA



Viaduct Trail 100

WRITTEN BY THEULTRAWIRE

Viaduct Trail Luciana Park, Lanesboro PA

Precedents



Perkins&Will



U.S. 101/Walnut Grove Area Key Takeaways

Impacts

HSR permanent and temporary easements impact residential properties along Walnut Grove Drive and the Honda Dealership parking lot.

Considerations

Some partial/temporary property impacts might lead to takings. Strategies to repurpose parcels affected by building impacts will need to be considered.

The City's proposed bikeway and trail network needs to be considered with respect to the HSR corridor and related public space/placemaking opportunities to ensure integration.

Recommendations

Consider opportunities for a park, ball field, or open space where a group of residential properties might be permanently impacted and become inappropriate for continued private ownership.

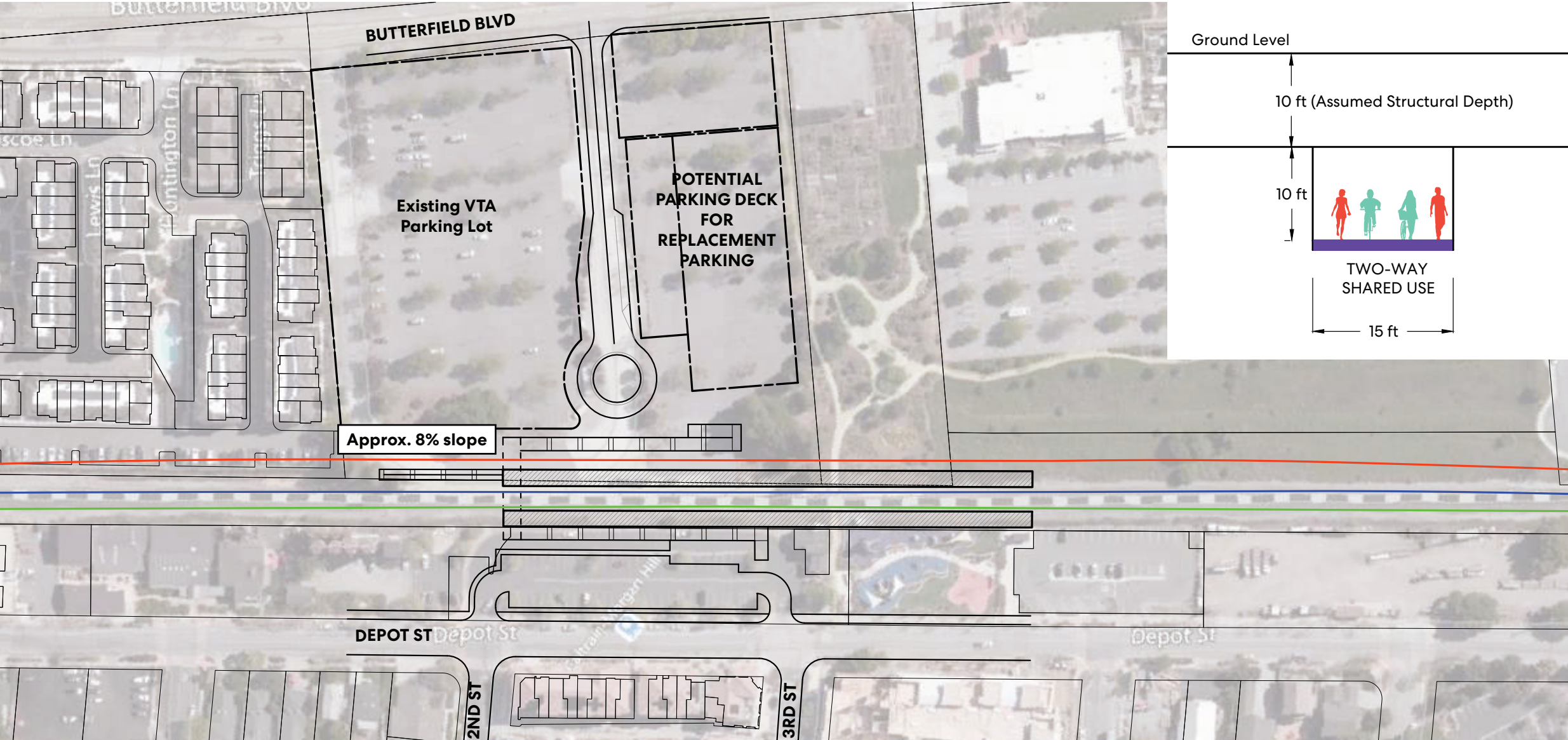
Consider combining a trail/multiuse path with maintenance vehicle access to provide residents a local amenity.

Integrate the proposed trail/multiuse path into the City's existing and planned network.

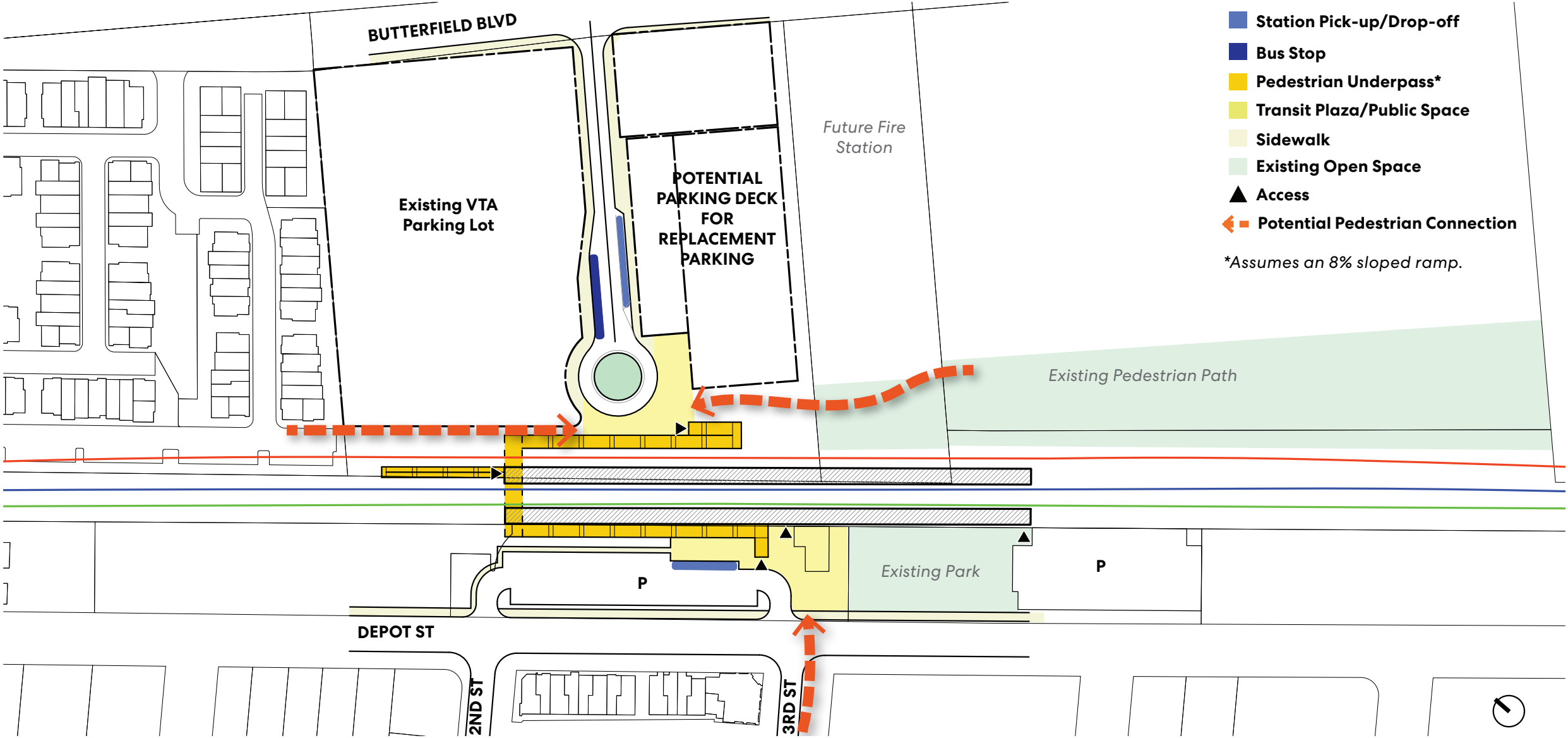
Appendix

Caltrain Station Access Options Assessed

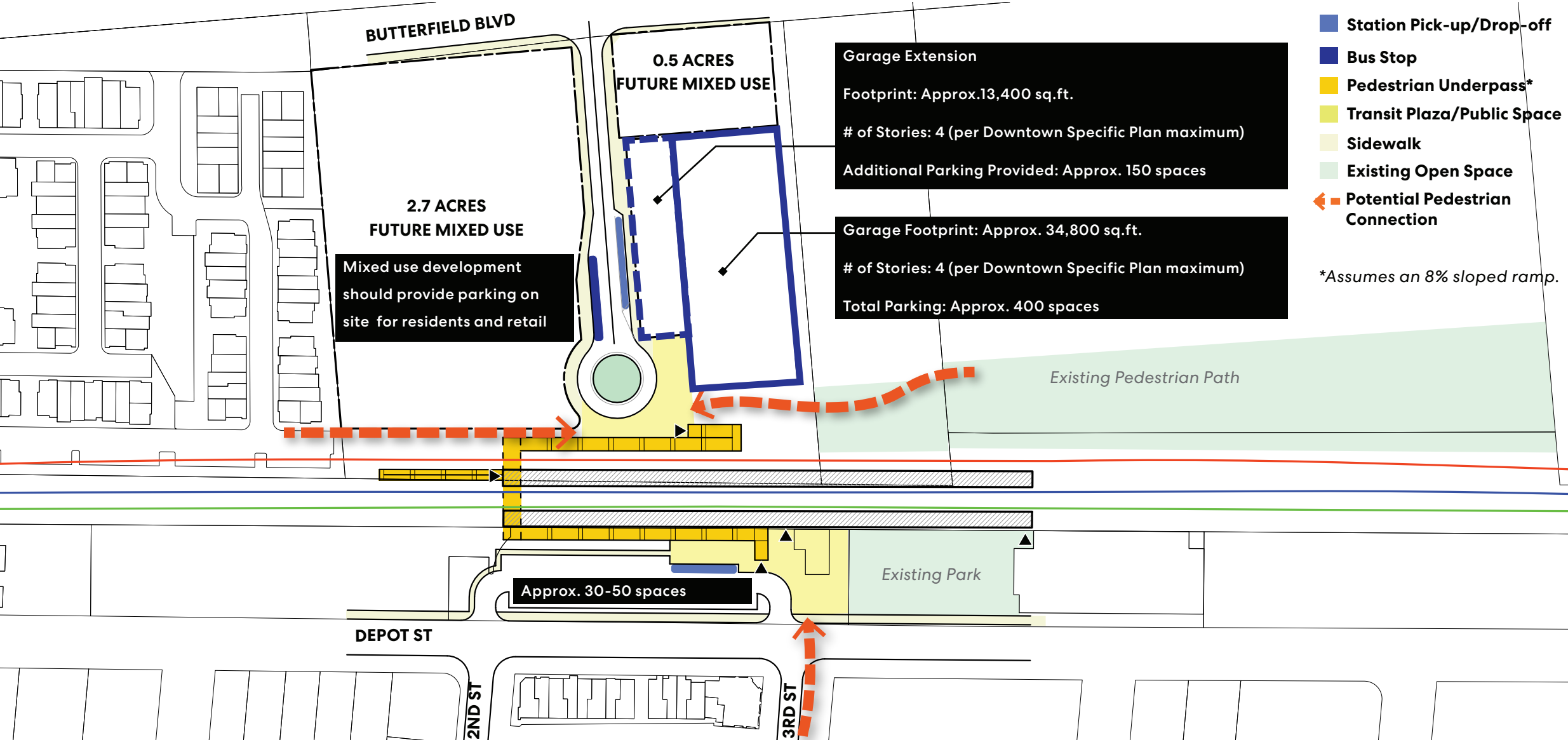
Option 1 - 8%-Slope ADA Compliant Ramp (Baseline)



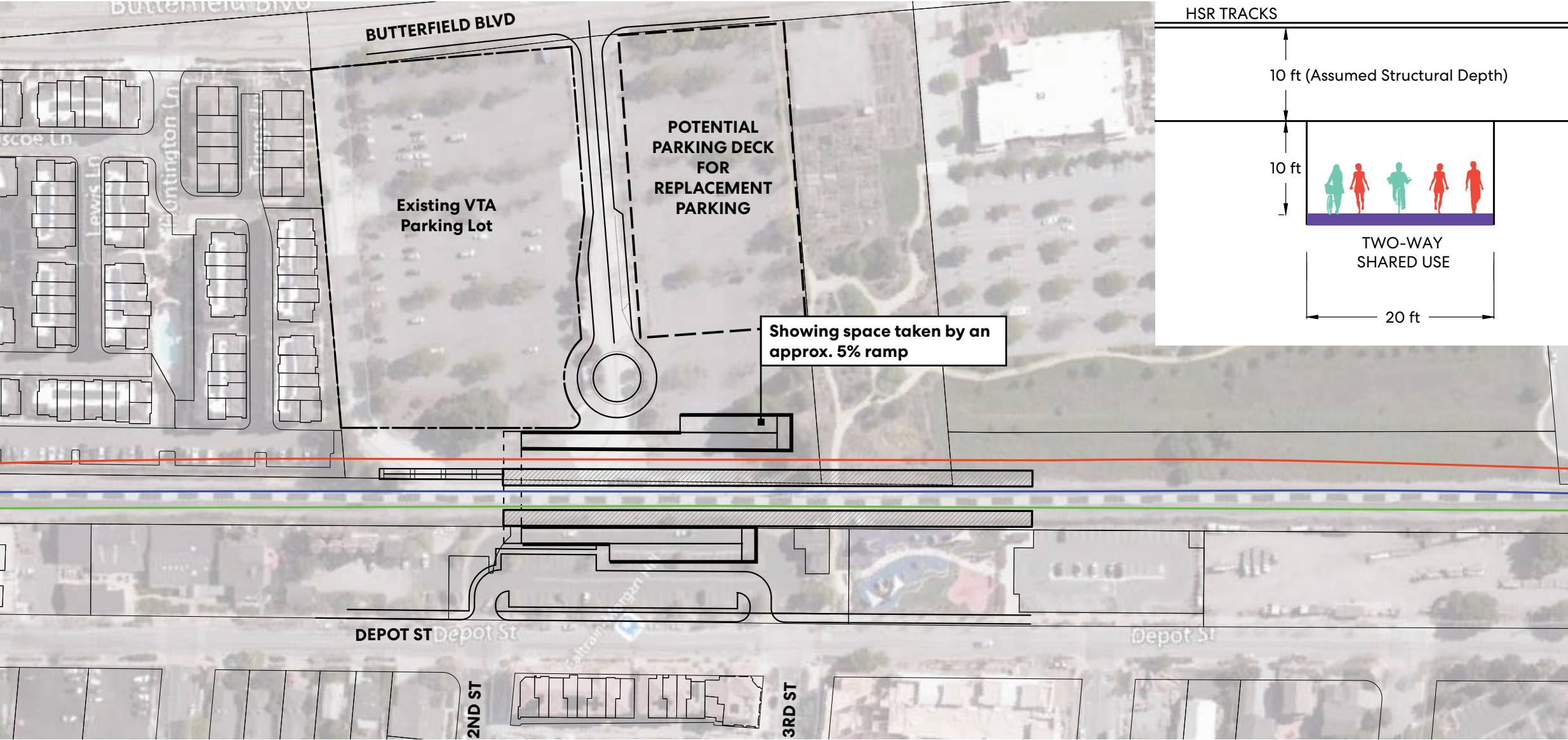
Option 1 - 8%-Slope ADA Compliant Ramp (Baseline)



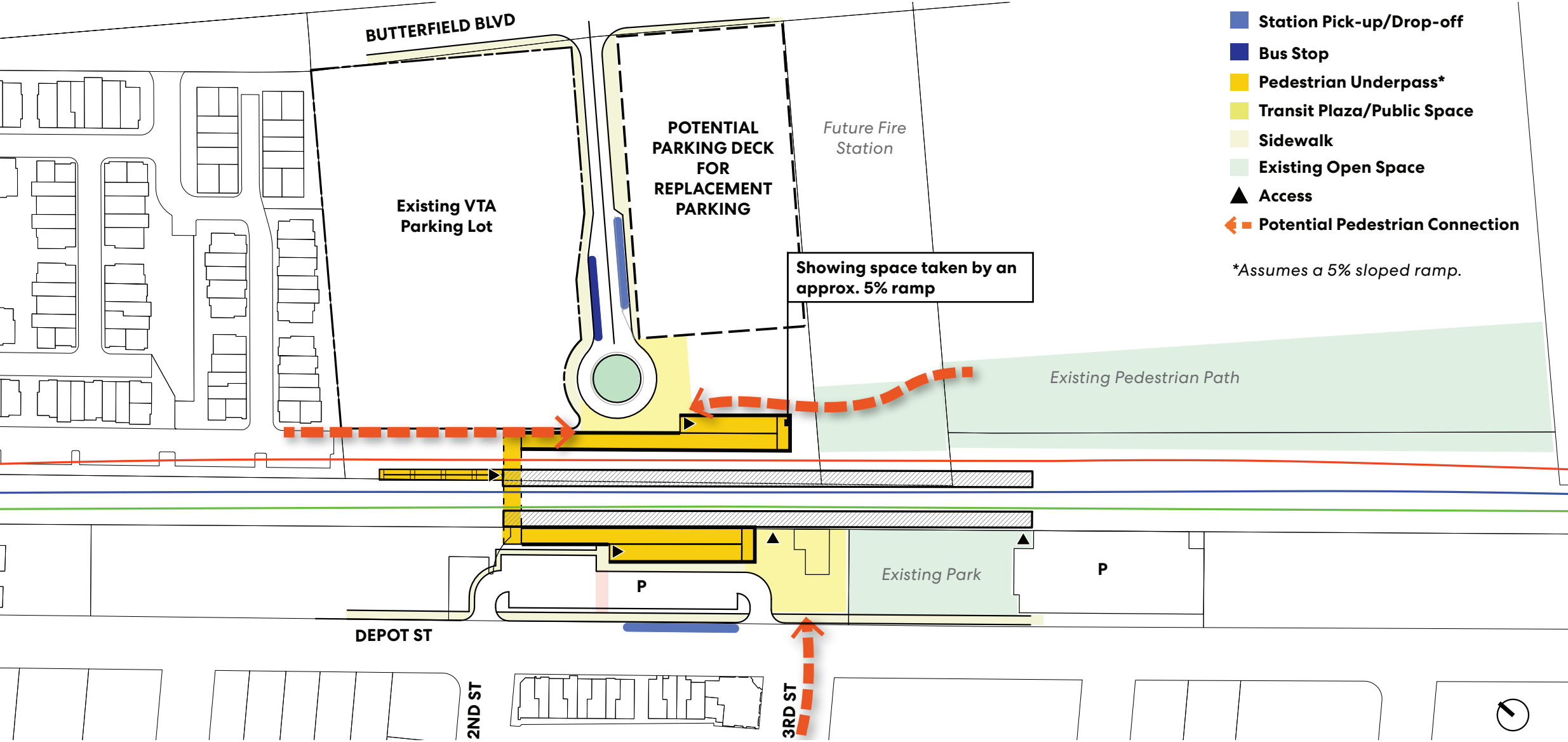
Option 1 - Parking Capacity Estimates



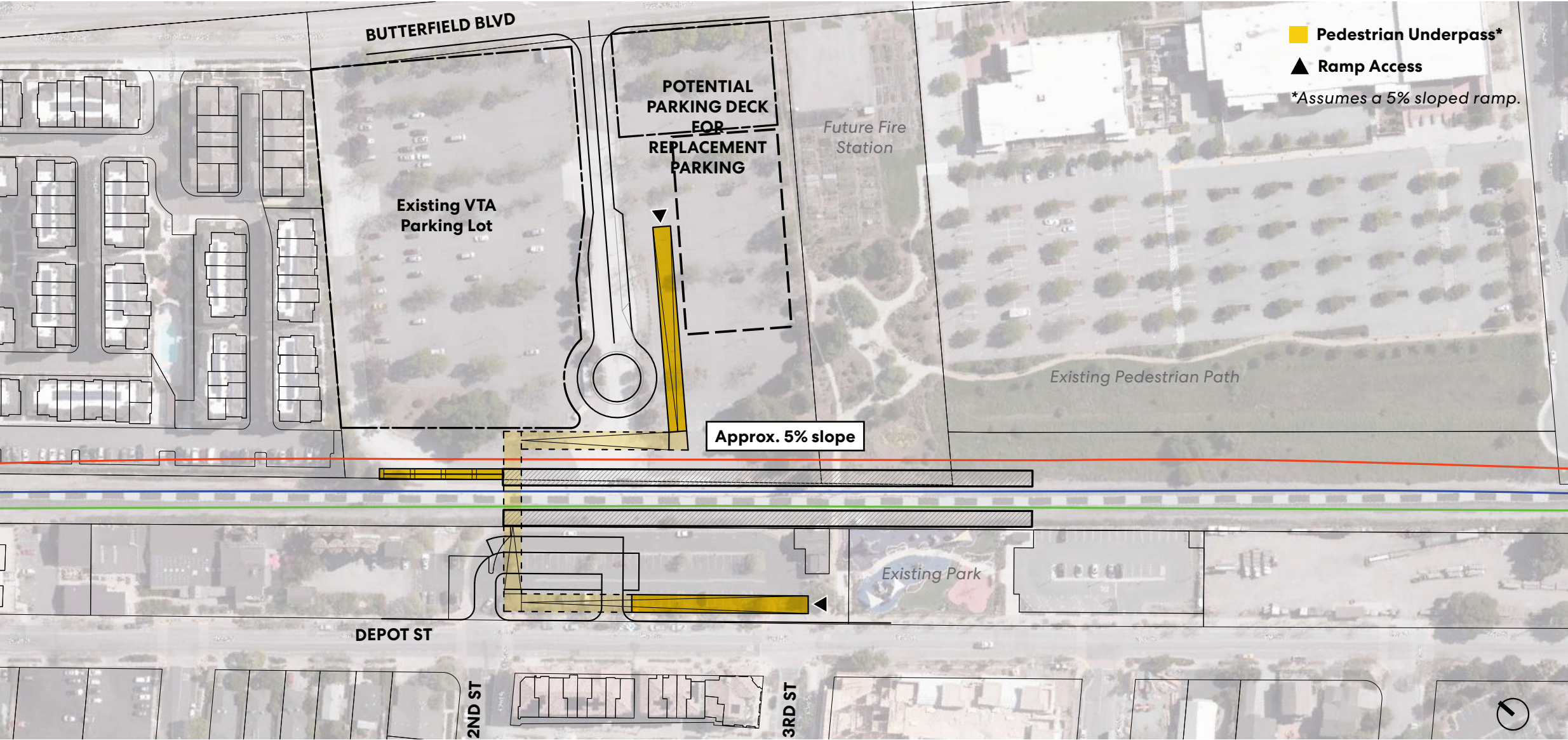
Option 2A - 5%-Slope Bicycle-Friendly Underpass



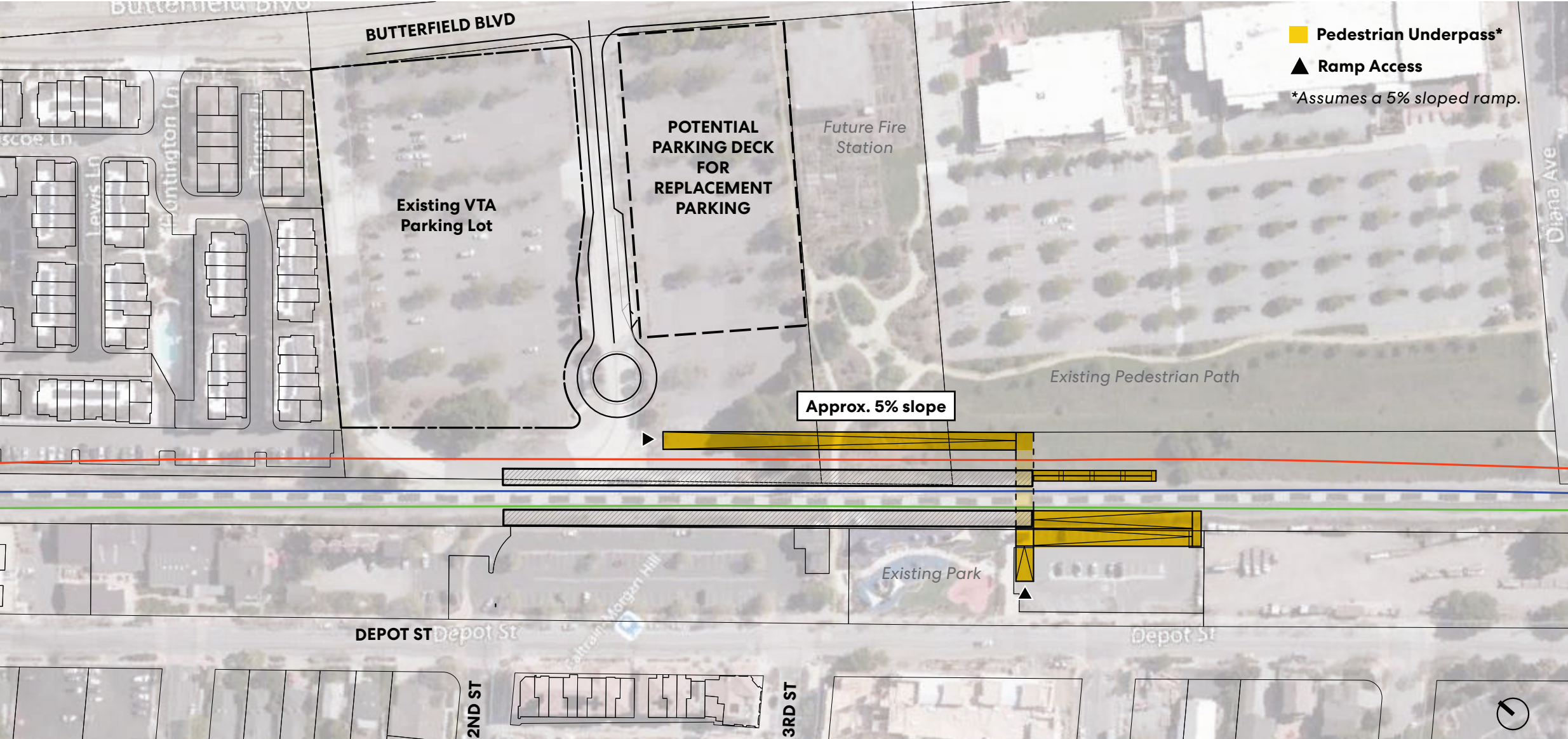
Option 2A - 5%-Slope Bicycle-Friendly Underpass

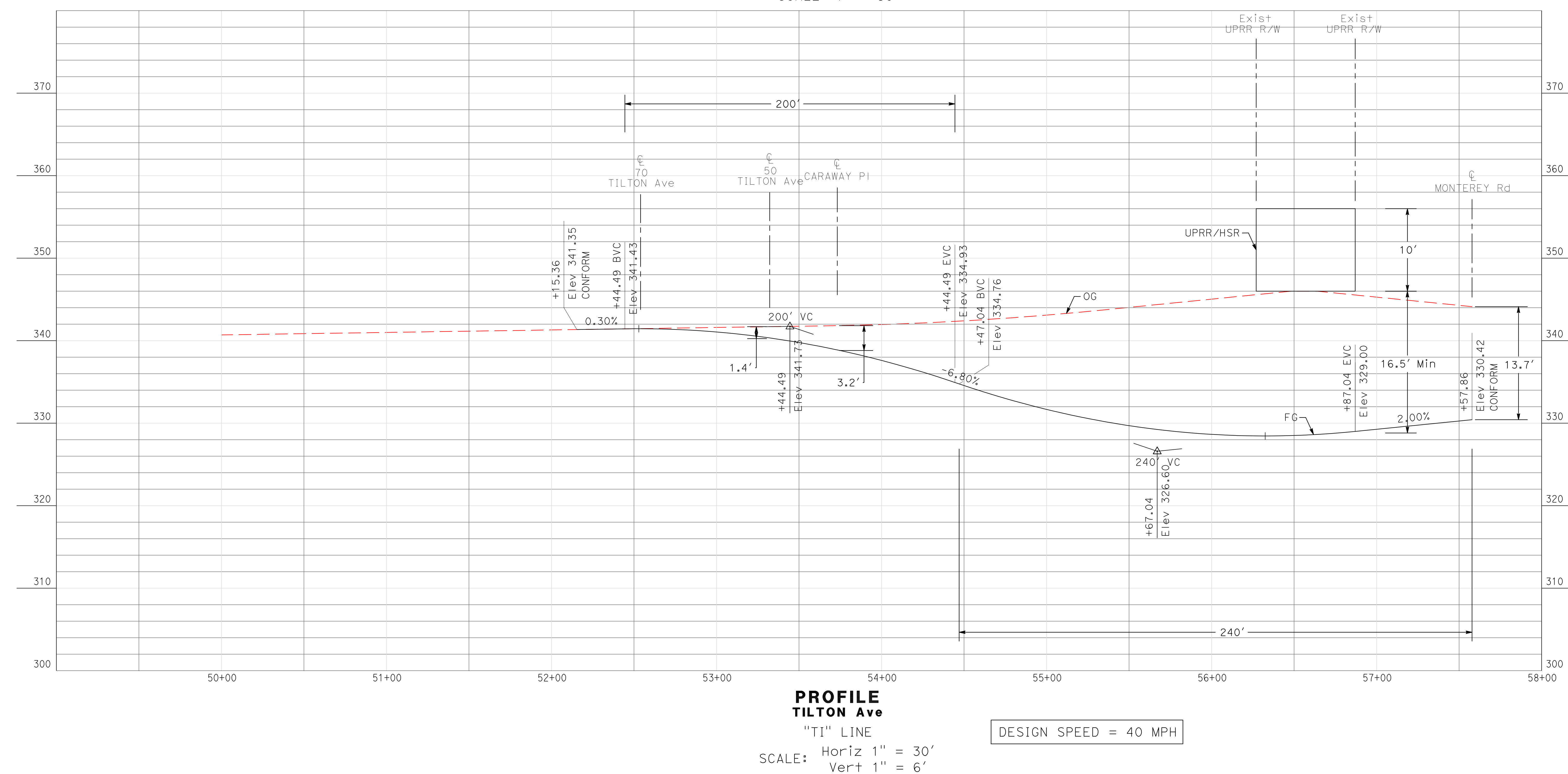
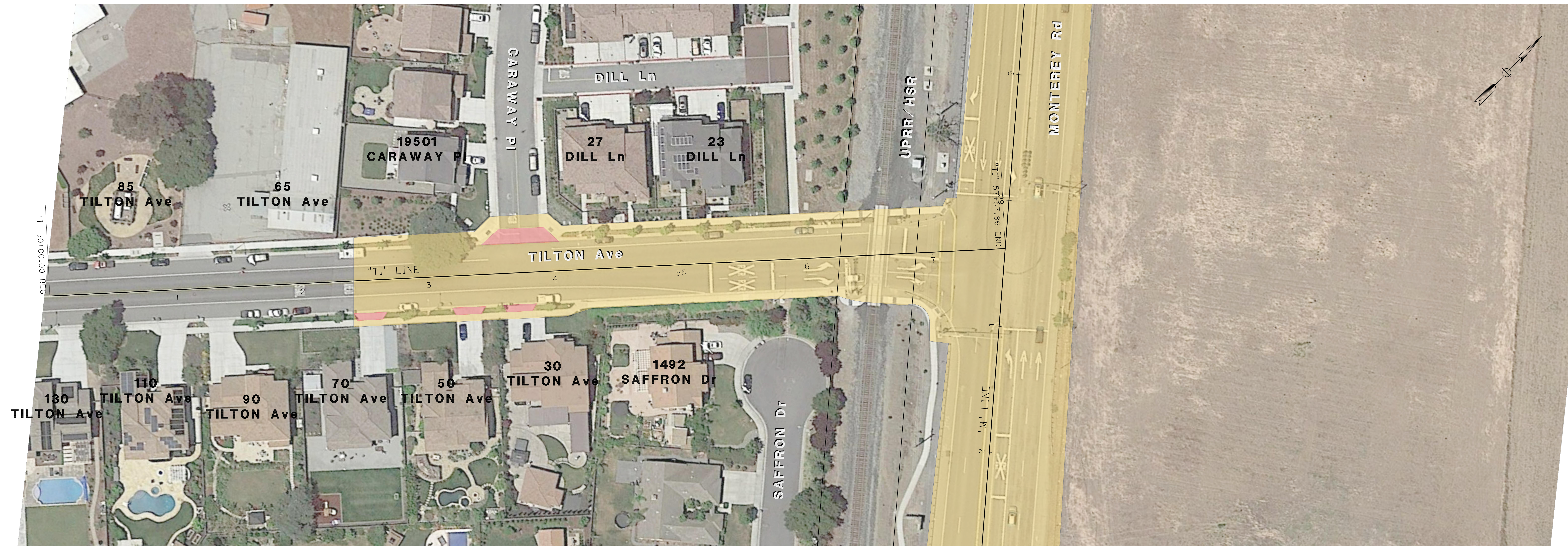


Option 2B - 5%-Slope Bicycle-Friendly Underpass



Option 3 - 5%-Slope Ramp at Alternative Location





Item # 16
AGENDA DATE: 06/03/2020
SUPPLEMENT # 2

Item # 15

AGENDA DATE: 06/03/2020
SUPPLEMENT # 3

From: [Karl Bjarke](#)
To: [CC Public Comment](#)
Subject: Agenda Item #15, June 3, 2020 Council Meeting
Date: Wednesday, June 3, 2020 5:21:46 PM

Mayor Constantine, Members of the City Council, Christina Turner,

Re: Agenda Item #15, PROVIDE DIRECTION REGARDING MONTEREY ROAD COMPLETE STREETS/LANE REDUCTION AND USE OF DOWNTOWN PUBLIC SPACES

I strongly urge the City Council to direct staff to start the process of implementing a permanent complete streets configuration along Monterey Road through the downtown. I frequent the downtown regularly and especially enjoy the outdoor dining experiences our fine restaurants have created. During the pilot project of 2014/15 the residents of our community were able to experience the quiet and calmness of our downtown with fewer automobiles. In addition, families could actually ride their bikes into town without hugging the curb and fearing close encounters with cars and trucks. There is no question that the ambiance of our downtown improves considerably with fewer cars and more pedestrians.

Due to the Covid19 pandemic, I believe that all communities in this country have experienced a permanent change in how residents go about their business and leisure. It's incredible how many more people have discovered the fun of walking and riding a bike to get around. This is an opportunity for the City to capture and preserve a downtown where traffic calmed can co-exist with families roused. Our downtown will be the envy of the Bay Area. City staff should coordinate the permanent implementation with the completion of the Hale Avenue Extension project.

Respectfully,

Karl Bjarke

240 Fox Hollow Circle

Morgan Hill

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From: [Lisa Bjarke](#)
To: [CC Public Comment](#)
Cc: [Rich Constantine](#); [Larry Carr](#); [Yvonne Martinez Beltran](#); [John McKay](#); [Rene Spring](#); [Chris Ghione](#); [Christina Turner](#); [Maureen Tobin](#); [Leslie Little](#); [Edith Ramirez](#)
Subject: Revisiting Complete Streets
Date: Wednesday, June 3, 2020 5:27:03 PM

Mayor Constatine and Members of the City Council,

I would like to express my support for reconsidering the Complete Streets program. I realize many have commented that it didn't work the first time, so why on earth would it be considered again? Well, at the end of the initial project the Council noted "that it would like the Project to be reviewed in the future upon completion of future congestion management projects, including the Hale Avenue Extension Projects". Admittedly those have not yet been completed, but no one at that time could have foreseen a worldwide pandemic and a prolonged shelter in place program.

I was in the minority five years ago in that I was (and still am) in favor of the program. Monterey Rd was much more pleasant for dining, walking, and biking during the pilot project. With reduced traffic, there was reduced noise which made dining and walking much more enjoyable. As a cyclist, having a protected bike lane through downtown made it safer for everyone and encouraged more people to get out on their bicycles.

As the shelter in place rules are relaxed and people feel more comfortable going out to eat, I believe a large majority may still want to dine outside. The initial rules are only to allow outside dining or takeout service. There are so many unknowns about what our lives will be like in the near future, but having more outdoor dining space available just seems like a no-brainer. I believe revisiting this now makes sense.

Thank you,

Lisa Bjarke

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From: Jodi Hall <mtndiva@gmail.com>
Sent: Wednesday, June 3, 2020 5:47 PM
To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: Public comment for tonight's meeting

From Jodi Hall of Bike Therapy:

Good evening Mayor, City Council, Staff and Community.

I support the Complete Streets program as a way to give restaurants the space, literally, to recover from this pandemic, and as an initiative that will improve the downtown feel and the experience for our community and hopefully inspire tourists to come back to our wonderful area. Imagine being able to stroll downtown and see people again. Imagine relaxing at one of our great restaurants and actually seeing people again. Imagine the scenario where restaurant staff has room to breathe - literally - and be as safe as possible - while serving our community.

There are some great ideas floating around about how to achieve a comfortable flow for both diners and pedestrians. Using the extra lane for more sidewalk space for pedestrians means a much more pleasant dining experience for staff and customers.

The best cities are walking cities. The most sustainable cities are walkable cities, with easy accessibility for residents, tourists, neighbors, families, couples, and our young people. Worldwide organizations dedicated to the city development have done much research and proven that walkable cities can help revitalize the economy.

With traffic at a minimum right now, there is no better time to put this into action.

Thank you for your time and consideration.

From: Teresa Crue <teresa.crue@gmail.com>

Date: June 3, 2020 at 6:07:08 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr <Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>, Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Subject: Monterey Road

I, as well as a large percentage of Morgan Hill residents and businesses, do not want to change Monterey Road. I urged you to listen to us. Thank you.

Sent from my iPhone

From: Renee Roberts <renee@designfactorygraphics.com>

Date: June 3, 2020 at 5:57:16 PM PDT

To: John McKay <takuhog@yahoo.com>

Subject: Downtown Lane Reduction

Hi John,

I would like to send my support on the downtown lane reduction issue. Can you forward this on to whoever it is supposed to go to. Thank you.

Hello,

I would like to express my support for reducing the lanes in downtown Morgan Hill. I think it is a great idea for so many reasons.

Over this past year with so many new places to go and things to do around downtown, I notice many more people walking around, hanging out, meeting up with friends and families, taking walks and biking to enjoy all downtown has to offer. Sometimes really crowded in a good way (at least before the pandemic). And we are proud to show it off to our visiting friends. So reducing to one lane each way will make it safer for everyone, especially families with children. And create a more pleasant overall feeling with less noise and smelly traffic.

I think that now that everyone has had a chance to get familiar with using Butterfield, it is the preferred route for most people that want to just get through town.

Now would be the perfect time to implement the new lanes. Now that traffic is less, and also I've seen suggestions on NextDoor and other social media about getting the town back together by dining outside at local restaurants, even closing some streets to do it. So if it is a good idea for now, it's a good idea!!

I urge you to implement this as soon as possible. Thank you for listening.

Renee Roberts



DESIGN FACTORY PRINTING & GRAPHICS
16965 Monterey St. #114, Morgan Hill CA 95037
408.686.0780 • www.DesignFactoryGraphics.com

From: [Russ K](#)
To: [CC Public Comment](#)
Subject: Downtown Lane reduction
Date: Wednesday, June 3, 2020 9:32:44 PM

After attending the entire city council meeting regarding the downtown lane reduction.

1. I applaud the council taking seriously the impacts many small businesses are facing with the current Covid 19 issues.
2. This is **not** the time to undertake anything that doesn't directly address assisting hard working small business owners to keep the legacy they have built alive.
3. This is **not** the time for some members of the council to try to leave a legacy of this project if 67% of residents surveyed do not support it.
4. This **is** the time for the city to take a hard look, like a strong small or large business would do, at actually cutting costs while increasing revenue without raising taxes. This is typically done by reducing staff (not just part time recreational employees) taking a hard look at stream lining processes, eliminating waste and rewarding department managers for reducing expense and budgets while increasing productivity. Simple fiscal responsibility without the standard government thinking that we will just tell our citizens to pay more taxes or fees. Eliminating the practice of spending entire budgets just so you can get a larger budget next year.

Thank You,

Russ Keller

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From: [D. Muirhead](#)
To: [CC Public Comment](#)
Subject: comment downtown lanes
Date: Wednesday, June 3, 2020 8:57:40 PM

With respect to the "will/will not work" and we "do/do not want".
Please repeat the comment that the City Attorney made at the town hall.
If I heard correctly, he had businesses suing to halt the project who
later become supporters once the project was completed.
thanks Doug Muirhead, Morgan Hill Resident

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From: [Russ K](#)
To: [CC Public Comment](#)
Subject: Lane reduction downtown
Date: Wednesday, June 3, 2020 7:18:30 PM

The lane reduction in the downtown was tried before and appeared to cause only traffic jams and frustration.

Was any data gathered that suggests that the previous lane reduction provided an economic or lifestyle enhancement to the whole of Morgan Hill?

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From: Scott Drummond <scottpdrummond@gmail.com>

Sent: Tuesday, June 2, 2020 6:14 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Larry Carr <Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>

Cc: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Subject: Downtown Monterey Lane reduction - just say no

Please do not reduce the downtown Monterey lanes. Lane diets in the past did not work. Please don't try it again.

It would be much more useful to downtown to build more parking.

Cheers!

Scott Drummond
scottpdrummond@gmail.com

From: "HerrLeClair ." <herr.leclair@gmail.com>

Date: June 3, 2020 at 6:14:09 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr <Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>

Subject: I am in favor of the Road Diet Plan in Downtown Morgan Hill

In my opinion, Morgan Hill should join the progressive lead of many cities that are realizing the community benefits of reducing or eliminating through traffic in their core downtown areas.

mike

From: "lbeasley@beasleydirect.com" <lbeasley@beasleydirect.com>

Date: June 2, 2020 at 7:01:53 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr <Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>

Subject: I support closing 1 lane each way downtown for a limited time to support downtown businesses

Dear MH City Council members,

As a downtown (2nd Street) property owner, I wish to express my support for a very limited time Monterey lane closure downtown to support downtown restaurants and businesses. This needs to be limited... until September, Labor Day, and should not be the only thing the city does to support these businesses. There are many things the city can do to help these businesses by offering events, tastings, and other support. The city should also consider direct financial support as well. Without restaurants the downtown dies. A vital downtown is key to a thriving city life.

Even if indoor seating is opened up soon, many folks will still only want to eat outside for awhile and that should be accommodated until everything settles down.

However this needs to be limited. People have trouble trusting the city council (for good reason) and you need to be very clear on your promise of the goal to support the restaurants and businesses and make the lane opening and closing date clearly marked on signage and communicated to the community and make good on your promise.

You would also do well to support the businesses by pressuring Dr. Cody with County of Santa Clara to re-open businesses fully. The woman has gone rogue. I was in Cambria two weeks ago. Completely open beaches and restaurants and no Covid outbreak reported so far. How about that!

Best regards,
Laurie Beasley

-----Original Message-----

From: Matt Wendt <matthewwendt@msn.com>

Sent: Friday, May 29, 2020 1:01 PM

To: Larry Carr <Larry.Carr@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Rich Constantine <Rich.Constantine@morganhill.ca.gov>; John McKay <john.mckay@morganhill.ca.gov>; Chris Ghione <Chris.Ghione@morganhill.ca.gov>; Christina Turner <Christina.Turner@morganhill.ca.gov>; Maureen Tobin <Maureen.Tobin@morganhill.ca.gov>; Leslie Little <Leslie.Little@morganhill.ca.gov>; Edith Ramirez <Edith.Ramirez@morganhill.ca.gov>
Subject: 1 Lane Each Way Through Downtown Town Hall

Mayor, Council-members, City Manager, Leslie, Edith, Maureen and Chris:

Sorry for the bombardment of emails lately. There has been a lot happening and I'm usually not going to make a public comment unless I feel strongly about something. I unfortunately missed the town hall last night but had wanted to voice my support for the switch to 1 lane each way through downtown. We should support our downtown businesses and make it a good and safe experience for customers, especially while businesses are hurting due to the pandemic and while traffic is light. Our downtown is something special with the parks and restaurants, so it shouldn't be a small freeway as well.

It is a good time to reintroduce this. I liked it the first time around and did not personally notice an impact on my commute on streets to SW Morgan Hill from San Jose (Dougherty, Monterey or Santa Theresa).

Also, I look forward to the completion of the Santa Teresa extension in the near future. I hope the City can lobby CalTrans hard for an expansion of the 101 freeway as soon as possible (and to install and maintain landscaping with available grants, Valley Water, the County, and developers along the entire freeway to help the environment and block out the blighted areas with drought tolerant, low maintenance trees and bushes per my and Swanee's emails before the pandemic). We also should work towards an electrification of the rails.

Thanks for your service. Morgan Hill Together!

Regards,

Matt and Marilyn Wendt

From: John Howard <mufflera1@gmail.com>

Sent: Thursday, May 21, 2020 7:45 AM

To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>

Subject: Downtown traffic.

Please do not try the single lane thru downtown. It was tried once and failed! If the city does this it just shows how out of touch they are.

From: [Chris S. & Tammy C.](#)
To: [Maureen Tobin](#)
Subject: Re: Monterey Road Complete Street Improvements/Lane Reduction Review
Date: Thursday, May 21, 2020 4:37:30 PM

I can't believe you are attempting this again, how many thousands did you waste last time? Let it be!!!! This is so silly!!!!!!!!!!!!!! Do we need to get signatures again???

Monterey Road is fine!

-----Original Message-----

From: City of Morgan Hill <maureen.tobin@morganhill.ca.gov>

To: tlcs2@verizon.net

Sent: Wed, May 20, 2020 4:47 pm

Subject: Monterey Road Complete Street Improvements/Lane Reduction Review

May 20, 2020



Monterey Road Complete Street Improvements/Lane Reduction Review

Due to the COVID-19 crisis and requests from local business owners, the Morgan Hill City Council will be reviewing the potential of converting Monterey Road through the Downtown to an alternative configuration. This includes the potential of reducing the lanes running through the Downtown. The Council will be reviewing options for reconfiguration of Monterey Road at the June 3rd City Council Meeting. It is anticipated that the Council will receive the background information and alternative options from City staff at the meeting and may choose to provide direction.

In preparation for the City Council meeting, discussion on this topic will be the focus of the City's May 28th Town Hall Meeting.

The City completed the Monterey Road Complete Street Pilot Project in 2015. This project reduced one travel lane in each direction to determine if the configuration would slow traffic, improve safety, and increase mobility, vibrancy and economic vitality in the Downtown Area. Ultimately, the City Council elected not to keep this configuration.

Visit our Website

Virtual Town Hall
May 28, 2020
5:30 p.m. - 6:30 p.m.

The focus for this Virtual Town Hall will be Monterey Road Complete Street Improvements/Lane Reduction.

To join the virtual meeting:

<https://bit.ly/Communitytownhall> or call: (669) 900-9128 and enter Webinar ID: 841 849 915

City Council Meeting
June 3, 2020
7:00 p.m.

It is anticipated that the Council will receive the background information and alternative options from City staff at the meeting and may choose to provide direction.

To join the virtual meeting:

<https://bit.ly/060320CityCouncilMeeting> or call: (669) 900-9128 and enter Webinar ID: 838 6356 6504

The agenda, including the staff report for the Monterey Road Complete Street Improvements/Lane Reduction Review will be available at the following link once posted on Friday, May 29th. <http://morganhillca.iqm2.com/Citizens/Default.aspx>

We encourage all residents to participate in the above meetings and/or to reach out to us directly.

Contacts for this project are:

Chris Ghione, chris.ghione@morganhill.ca.gov
Maureen Tobin, maureen.tobin@morganhill.ca.gov

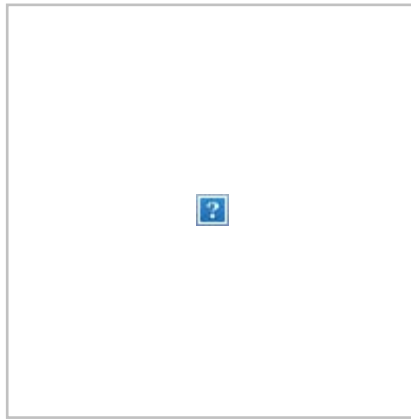
We look forward to hearing from you.

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

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Sent by maureen.tobin@morganhill.ca.gov in collaboration with



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From: [Chris Ghione](#)
To: [Gloria Specchiali](#)
Cc: [Maureen Tobin](#)
Subject: RE: Monterey road
Date: Thursday, May 21, 2020 4:30:50 PM

Hi Gloria,

The City Council asked for a review of the option. No decision has been made. We do appreciate the comment and your thoughts. We hope you will join the conversation at the Town Hall next Thursday, May 28 @ 5:30 pm and the City Council meeting on June 3 @ 7 pm.

Thank you,

Chris

Chris Ghione
Public Services Director
Engage With Us!

City of Morgan Hill
Community Services, Engineering and Utilities
17575 Peak Avenue, Morgan Hill, California, USA 95037

P: 408.782.9154 | C: 408.427.6196
chris.ghione@morganhill.ca.gov
morganhill.ca.gov | [facebook](#) | [twitter](#)

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-----Original Message-----

From: Gloria Specchiali <glorspec@yahoo.com>
Sent: Thursday, May 21, 2020 3:59 PM
To: Chris Ghione <Chris.Ghione@morganhill.ca.gov>
Subject: Monterey road

I can't believe that you are thinking of doing the same stupid thing you have done before how many times. Covid has nothing to do with the road.

Sent from my iPad

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From: [Gloria Specchiali](#)
To: [Maureen Tobin](#)
Subject: Monterey road
Date: Thursday, May 21, 2020 3:59:33 PM

Please tell me that they aren't that stupid to do it again and again!!!!!!!
Sent from my iPad

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From: [D.H](#)
To: [Chris Ghione](#); [Maureen Tobin](#)
Subject: Monterey Rd thru downtown
Date: Thursday, May 21, 2020 3:34:25 PM

Hello,

I have just read the email regarding the possibility of once again reducing the number of traffic lanes through our downtown. I recall the "trial run" of this plan that took place not long ago and I must say that it is my very fervent hope that this will NOT become a permanent feature of our downtown area. I did not like it then - didn't appreciate the amount of increased traffic it created elsewhere in town and the hassle it created to be in or get through downtown - and I can't imagine it would be any better now, especially with the increase in our population as well as an increase in the number of people who drive through our town for various reasons.

Just my two-cents, for what it's worth.

Mrs. Daryn Honda
-Resident of MH since 1994

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From: [Susan Koepp-Baker](#)
To: [Maureen Tobin](#)
Subject: Monterey/Downtown
Date: Thursday, May 21, 2020 9:32:08 AM

I was a part of many discussions regarding angle parking, bike lanes, alternative dining, etc. when we sought answers to the Downtown Plan. Some things worked when we tried them, and some definitely did not. But with that experience in mind, I'd like to offer a thought for consideration.

In the 90's William Bacon was a very foresighted planning director who revamped Philadelphia's downtown and water front with the aim of rehabbing old structures to create more living/working spaces, etc. with rejuvenation, jobs and increased sales tax revenues as a desired end game.

He started a traffic bypass program on Chestnut Street, one of the oldest, most revered areas of the City. Took a while to get the kinks out, but the City eventually adopted a plan that diverted traffic on Chestnut on Friday, Sat, and Sunday. Pedestrian traffic only allowed the stores to do expanded sidewalk sales and restaurants to greatly expand their table space. The tables, etc. had to be moved into and out of the street, and trucks were allowed to do deliveries early in the morning. The rest of the week, it was traffic as usual.

Haven't been back in a bit so I don't know if it is still in place, but I'll PM Kathy Sullivan who moved back home to see. And, a note, William Bacon was Michael and Kevin Bacon's dad. Sue Koepp-Baker

Sent from [Mail](#) for Windows 10

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From: [Gregg Fisher](#)
To: [Chris Ghione](#); [Maureen Tobin](#)
Subject: Monterey Rd Lane Reduction due to COVID-19
Date: Wednesday, May 20, 2020 5:01:03 PM

Hi Chris / Maureen,

There has been talk about reconfiguring Monterey Rd downtown to accommodate “al fresco” dining to help out the local restaurants. I think that this is a great idea on a temporary basis and maybe it should be tried on a Friday, Saturday, and Sunday. I feel that it should be a complete closure as having one lane of traffic zooming past when sitting at a table would not be ideal. I feel that this is doable now that the traffic has lightened up and there isn’t the volume of cut-through traffic as we’re used to when the freeway backs up. However, I do not feel that a permanent configuration with only one lane in each direction would be a good idea as it will cause a traffic nightmare once the regular volume of traffic returns.

I probably won’t be able to make the June 3 council meeting, so I thought that I would provide my input here.

Thank you.
Gregg Fisher

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Special - Regular Meeting Agenda
City Council

Rich Constantine - Mayor
Yvonne Martinez Beltran - Mayor Pro Tem
Larry Carr - Council Member
John McKay - Council Member
Rene Spring - Council Member

Wednesday, June 3, 2020 6:30 p.m.

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

MEETING GUIDELINES

In accordance with Executive Order N-25-20 and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. We will address the Order in the following ways:

Members of the public may NOT physically attend meetings at the Morgan Hill City Council Chamber.

The City Council Meeting will be live-streamed on Channel 17 and on the City's website. Those members of the public wishing to participate remotely may do so via the electronic meeting at: <https://bit.ly/060320CityCouncilMeeting> or by calling in to: (669) 900-9128, then enter the meeting id: 838 6356 6504

Public comment for City Council meetings will be accepted via email to ccpubliccomment@morganhill.ca.gov <<mailto:ccpubliccomment@morganhill.ca.gov>>. Members of the public participating in the electronic meeting wishing to speak may do so during public comment.

SPECIAL/REGULAR MEETING

A special meeting of the City Council is called at 6:30 p.m. for the purpose of conducting a closed session.

6:30 p.m. Closed Session

7:00 p.m. Regular Meeting

SPECIAL MEETING

6:30 p.m. Closed Session

CALL TO ORDER

Mayor Constantine

ROLL CALL ATTENDANCE

Minutes Clerk Angie Gonzalez

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2
Minutes Clerk Gonzalez

CLOSED SESSION

OPPORTUNITY FOR PUBLIC COMMENT

ADJOURN TO CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL-LIABILITY CLAIM

CLAIMANT: Juvenile Jane Doe

AGENCY CLAIMED AGAINST: City of Morgan Hill

CLOSED SESSION ANNOUNCEMENT

CONVENE REGULAR MEETING

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.

CITY MANAGER'S REPORT

City Manager Christina Turner

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

1. ACCEPT 2019 PAVEMENT RESURFACING PROJECT

Recommendation:

1. Accept as complete, the 2019 Pavement Resurfacing Project, in the final amount of \$4,287,440;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

2. ACCEPT INSURANCE PROCEEDS AND APPROVE PURCHASE TO REPLACE COLLISION INVOLVED POLICE VEHICLE

Recommendation:

1. Accept the insurance proceeds estimated in the amount of \$68,215 for the 2013 Ford Interceptor Utility, #143;
2. Adopt a resolution amending the Fiscal Year 2019-20 adopted budget to appropriate \$68,215 as insurance proceeds revenue and \$80,537 as expenditure from the Equipment Replacement Fund (790) to purchase (including build-out) a patrol 2020 Ford Interceptor Utility;
3. Authorize the City Manager to approve the purchase order with Priority 1 Public Safety Equipment Installation Inc. for the purchase and outfitting of the new vehicle;
4. Declare the 2013 Ford Interceptor Utility #143 (VIN# 8414) to be a surplus; and
5. Authorize the disposal of the surplus vehicle in accordance with Section 3.04.400 of the City of Morgan Hill Municipal Code.

3. APPROVE AGREEMENT WITH COMMUNITY TOWING FOR POLICE INITIATED TOW SERVICES

Recommendation:

Approve and authorize the City Manager to execute and administer an agreement with Community Towing.

4. APPROVE AGREEMENT WITH SECURE SOLUTIONS INC. FOR BACKGROUND INVESTIGATION SERVICES

Recommendation:

Approve and authorize the City Manager to execute and administer an agreement with Secure Solutions Inc. for a not to exceed amount of \$100,000 to conduct hiring background investigations of police personnel.

5. APPROVE RE-SUBORDINATION OF EXISTING JASMINE SQUARE APARTMENTS CITY LOANS

Recommendation:

Approve re-subordination of existing City affordable housing loans necessitated by refinance of senior project loan, allowing developer to pay off balloon payment, lower interest rate, and pay \$150,000 towards City loans.

6. APPROVE FINAL MAP FOR MONTECITO ESTATES - TRACT NO. 10535 (DIANA AVE AND LOTUS WAY) AND RELATED SUBDIVISION IMPROVEMENT AND STORMWATER BEST-MANAGEMENT-PRACTICES (BMP) OPERATIONS AND MAINTENANCE AGREEMENTS

Recommendation:

1. Approve the Final Map;
2. Approve and authorize the City Manager to execute and administer the Subdivision Improvements Agreement with D.R. Horton Bay, Inc.;
3. Approve and authorize the City Manager to execute and administer 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.

7. AWARD 2020 PAVEMENT RESURFACING PROJECT TO MCK SERVICES, INC.

Recommendation:

1. Approve the 2020 Pavement Resurfacing Project plans and specifications;
2. Award contract to MCK Services, Inc. for the 2020 Pavement Resurfacing Project in the amount of \$2,473,669;
3. Authorize expenditure of construction contingency funds not to exceed \$371,050; and
4. Authorize the City Manager to execute and administer the construction contract with MCK Services, Inc. pending review and approval by the City Attorney's office.

8. APPROVE ECONOMIC DEVELOPMENT RECOVERY PLAN

Recommendation:

Approve the recommended Economic Development Recovery Plan.

9. APPROVE AN IMPACT FEE FREEZE AGREEMENT WITH APPLIED MOTION PRODUCTS, INC. FOR A NEW INDUSTRIAL BUILDING ON 2.43 ACRES LOCATED ON MADRONE PARKWAY AND DIRECT STAFF TO RETURN WITH CHANGES TO THE IMPACT FEE PROGRAM

Recommendation:

1. Direct the City Manager to execute an Impact Fee Freeze Agreement with Applied Motion Products, Inc. for the development of a 21,180 square foot new industrial building located on Madone Parkway;
2. Direct staff to make changes to the Impact Fee Freeze Program to remove assisted living and memory care uses as approved uses under the program; and
3. Direct staff to return with a City Council policy formalizing the Impact Fee Freeze Program on June 17, 2020 as an on-going City program.

10. CALL FOR A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020

Recommendation:

1. Adopt resolution "A" calling for a General Municipal Election to be held on Tuesday, November 3, 2020 to elect a Mayor; one Council Member from District A; one Council Member from District C; and a City Treasurer; and
2. Adopt resolution "B" requesting the services of the Board of Supervisors of the County of Santa Clara and the Registrar of Voters Office – and the Consolidation of the Election.

11. REJECT BIDS FOR THE EAST MAIN AVENUE BIKE LANES AND SIDEWALK PROJECT AND REBID THE PROJECT WITH MODIFICATIONS

Recommendation:

Reject all bids for the East Main Avenue Bike Lanes and Sidewalk Project and rebid the project with modifications.

12. APPROVE THE MAY 15, 2020 MEETING MINUTES

Recommendation:

Approve Minutes.

13. APPROVE THE MAY 20, 2020 MEETING MINUTES

Recommendation:

Approve Minutes.

PUBLIC HEARING

14. APPROVE RESOLUTION ORDERING ANNUAL ASSESSMENTS AND RELATED ACTIONS FOR CITY OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1 (DISTRICT)

Recommendation:

1. Open and close the Public Hearing; and
2. Adopt resolution confirming Fiscal Year (FY) 2020-21 annual assessments and ordering the levy of assessments for the District.

Estimated Time: 5 Minutes

OTHER BUSINESS

15. PROVIDE DIRECTION REGARDING MONTEREY ROAD COMPLETE STREETS/LANE REDUCTION AND USE OF DOWNTOWN PUBLIC SPACES

Recommendation:

Provide direction to staff on revisiting the Monterey Road Complete Streets/Lane Reduction Project and on the use of other public spaces in the Downtown.

Estimated Time: 60 Minutes

16. PROVIDE DIRECTION REGARDING REVIEW OF HIGH SPEED RAIL ENVIRONMENTAL IMPACT REPORT/STUDY

Recommendation:

Receive an update and provide input on the High Speed Rail Environmental Impact Report/Study (EIR/EIS) Analysis.

Estimated Time: 60 Minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

To sustain a safe, inclusive, socially responsible, environmentally conscious, and economically sound community

Choose Morgan Hill

The City of Morgan Hill is the best community for people to live, work, visit, and operate their businesses.

City Council Ongoing Priorities

- Enhancing Public Safety
- Protecting the Environment and Preserving Open Space and Agricultural Land
- Maintaining Infrastructure
- Supporting our Youth, Seniors, and Entire Community
- Fostering a Positive Organizational Culture
- Preserving and Cultivating Public Trust
- Preserving our Community History
- Enhancing Diversity and Inclusiveness
- Advancing Regional Initiatives

2020-2021 Strategic Priorities

- **Fiscal Sustainability**
- Affordable Housing and Homelessness
- Community Engagement and Messaging
- Economic Development
- Transportation

From: John Howard <mufflera1@gmail.com>
Sent: Thursday, May 21, 2020 7:45 AM
To: Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: Downtown traffic.

Please do not try the single lane thru downtown. It was tried once and failed! If the city does this it just shows how out of touch they are.

From: [Shara Arash Law](#)
To: [CC Public Comment](#)
Subject: Resources and FAQs for Seniors | City of Morgan Hill, CA - Official Website Website Suggestion
Date: Monday, June 1, 2020 11:48:15 PM

Hello,

I hope you're doing well. I came across your page
morgan-hill.ca.gov/1997/Resources-and-FAQs-for-Seniors

You have excellent list of resources. If you're open to suggestions, I wanted to recommend an additional resource for inclusion. I think it might make a great addition to your page.

Here's the link to the resource:

What Can I Do If An Elderly Family Member Lives In A Nursing Home With A COVID-19 Outbreak?

arashlaw.com/what-can-i-do-if-an-elderly-family-member-lives-in-a-nursing-home-with-a-covid-19-outbreak/

I'll be glad to know if you found the resource a fit for your page. No obligations, just something to help the community. Keep up the great work! Thanks for your time.

Regards,
Shara Idnay

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: "HerrLeClair ." <herr.leclair@gmail.com>

Date: June 3, 2020 at 6:14:09 PM PDT

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, Larry Carr <Larry.Carr@morganhill.ca.gov>, Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, John McKay <john.mckay@morganhill.ca.gov>

Subject: I am in favor of the Road Diet Plan in Downtown Morgan Hill

In my opinion, Morgan Hill should join the progressive lead of many cities that are realizing the community benefits of reducing or eliminating through traffic in their core downtown areas.

mike