

RESOLUTION NO. OB-012

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO MORGAN HILL REDEVELOPMENT AGENCY APPROVING REQUEST FROM THE SUCCESSOR AGENCY TO AMEND REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND THE SUCCESSOR AGENCY

WHEREAS, Part 1.85 of the Health and Safety Code ("Code") (commencing with §34170) ("Dissolution Act") dissolved the former Morgan Hill Redevelopment Agency (the "Former Agency") and designated the City of Morgan Hill ("City") as the Successor Agency for the Former Agency ("Successor Agency").

WHEREAS, under Dissolution Act, the Successor Agency must, among other statutory duties, perform the following duties relevant to this Agreement:

1. Continue making payments for and perform obligations under enforceable obligations;
2. Dispose of assets and properties of the Former Agency; and
3. Continue to oversee development of properties until the contracted work has been completed, including using bond proceeds for purposes for which the bonds were sold.

WHEREAS, Code §34178(a) of the Dissolution Act provides:

" . . .[A]greements, contracts, or arrangements between the city or county or City and county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; *provided, however*, that a successor agency wishing to enter or reenter into agreements with the city, county, or city and county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board."
(emphasis added)

WHEREAS, in order for the City to continue to undertake the Improvements and to be reimbursed for the costs of the Reimbursable Contracts, and for the Successor Agency to fulfill its obligation to continue the development of certain public improvements that are already underway, the Oversight Board approved the entering into of a reimbursement agreement (Attached hereto) to reimburse city for certain contracts costs that are necessary for the work of the Successor Agency, including the completion of the Butterfield extension project.

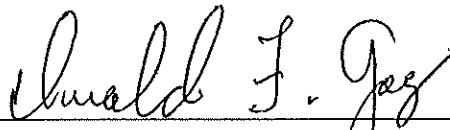
WHEREAS, due to the need to augment certain engineering support and inspection services that are now needed to complete the Butterfield extension project, the Successor Agency has requested the Oversight Board to approve amendments to the Reimbursement Agreement to reimburse the City for additional consultant costs for Mark Thomas and Company (engineering support, ROPS item 2.17) and CSG Consultants, Inc. (Inspection Services, ROPS item 2.44).

WHEREAS, pursuant to information included in the staff report to the Oversight Board, the Oversight Board determines that the amendments are necessary for the Successor Agency to continue to oversee development of properties until the contracted work on Butterfield Boulevard has been completed.

BE IT RESOLVED BY the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Morgan Hill that the Board does hereby approve the request by the Successor Agency to amend the Reimbursement Agreement shown in the Attachment to this Resolution to increase the reimbursable contract amounts by \$315,000 for Mark Thomas & Company (ROPS Item 2.17) and by \$40,000 for CSG Consultants (ROPS Item 2.44) .

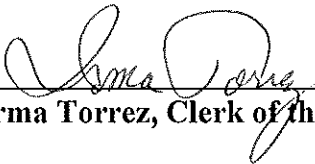
PASSED AND ADOPTED by the Oversight Board of Morgan Hill at a Regular Meeting held on the 17th day of October 2012, by the following vote:

| | | |
|----------------|-----------------------|---|
| AYES: | Board members: | Don Gage, Steve Kinsella, Pete Kutras, Steve Tate, Angela Rivera, George Putris, Wes Smith |
| NOES: | Board members: | None |
| ABSENT: | Board members: | None |



Chair - Oversight Board of the Successor Agency to the Morgan Hill Redevelopment Agency

Attest:



Irma Torrez, Clerk of the Board

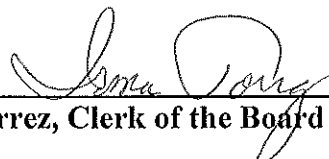
∞ **CERTIFICATION** ∞

I, Irma Torrez, City of the Oversight Board of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. OB-012, adopted by the Oversight Board at a Regular meeting held on October 17, 2012.

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

DATE: _____

11/26/12



Irma Torrez, Clerk of the Board

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "Agreement") is entered into as of April 25, 2012, by and between the City of Morgan Hill, a municipal corporation ("City") and the City of Morgan Hill, in its capacity as Successor Agency for the Morgan Hill Redevelopment Agency, an entity pursuant to California Health and Safety Code ("Code") §34177 et. seq. ("Successor Agency").

RECITALS:

WHEREAS, Part 1.85 of the Health and Safety Code ("Code") (commencing with §34170) ("Dissolution Act") dissolved the former Morgan Hill Redevelopment Agency (the "Former Agency") and designated the City of Morgan Hill ("City") as the Successor Agency for the Former Agency ("Successor Agency").

WHEREAS, under Dissolution Act, the Successor Agency must, among other statutory duties, perform the following duties relevant to this Agreement:

- i. Continue making payments for and perform obligations under enforceable obligations;
- ii. Dispose of assets and properties of the Former Agency; and
- iii. Continue to oversee development of properties until the contracted work has been completed, including using bond proceeds for purposes for which the bonds were sold.

Certain of the Successor Agency's actions are subject to the approval and direction of the Oversight Board to the Successor Agency, established pursuant to Chapter 4 of the Dissolution Act ("Oversight Board").

WHEREAS, Code §34178 of the Dissolution Act provides:

"...[A]greements, contracts, or arrangements between the city or county or City and county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; *provided, however*, that a successor agency wishing to enter or reenter into agreements with the city, county, or city and county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board."
(emphasis added)

WHEREAS, Code §34180(h) gives the Oversight Board the authority to approve "a request by a successor agency to enter into an agreement with the city, county, or city and county that formed the redevelopment agency."

WHEREAS, in order to reimburse the City for its costs to perform its duties in its capacity as the Successor Agency, the Successor Agency has requested the Oversight Board's approval of a "Reimbursement Agreement" for categories of reimbursable costs as described below.

Reimbursable Contracts

WHEREAS, Code §33445(c) permitted the Former Agency to enter into agreements with the City to reimburse the City for the costs of acquisition of land and of buildings and improvements of redevelopment projects undertaken by the City. Pursuant to this Code Section, the City and the Former Agency entered into reimbursement agreements to pay for the City's undertaking of certain redevelopment projects of publicly-owned improvements ("Improvements").

WHEREAS, with the expectation that the Former Agency would reimburse the City for the costs of undertaking the Improvements (as memorialized through resolutions, reimbursement agreements and adopted findings), the City entered into certain contracts for the land acquisition, planning, design, contracting, construction and rehabilitation of these Improvements (including legal, engineering and appraisal services) ("Reimbursable Contracts"). The Reimbursable Contracts (and the Improvements to which each of the Reimbursable Contract relate) are set forth in Exhibit A to Resolution 6533

WHEREAS, in order for the City to continue to undertake the Improvements and to be reimbursed for the costs of the Reimbursable Contracts, and for the Successor Agency to fulfill its obligation to continue the development of certain public improvements that are already underway, a reimbursement agreement between the City and Successor Agency is necessary to reimburse the City for the costs of the Reimbursable Contracts.

Enforceable Obligations Implementing Costs.

WHEREAS, the City, now acting in its capacity as the Successor Agency, pays for employee costs (for administrative, professional, technical, financial and legal staffing), office equipment and supplies, and other apportioned operational costs, in order to:

- Implement the Improvements, including, but not limited to, construction inspection, project management, or actual construction; and
- Administer and implement Enforceable Obligations.

These costs are collectively referred to herein as "Enforceable Obligations Implementing Costs." Pursuant to the Dissolution Act, these Enforceable Obligations Implementing Costs are includable in the Recognized Payment Obligation Schedule, with identified sources of payment of such costs, and are listed in Exhibit B to Resolution 6533

WHEREAS, in order for the City to continue to pay employee and other costs to implement the Enforceable Obligations and for the Successor Agency to fulfill its obligation to satisfy its obligations under the Enforceable Obligations, a reimbursement agreement between the City and Successor Agency is necessary to reimburse the City for the costs of the Enforceable Obligations Implementing Costs.

Administrative Costs

WHEREAS, the Dissolution Act provides for an administrative costs allowance to pay for administrative costs of administering and implementing the Successor's Agencies obligations that

are not Enforceable Obligations Implementing Costs ("Administrative Costs") pursuant to an administrative cost budget approved by the Oversight Board. The City, acting in its capacity as the Successor Agency incurs employee costs, office equipment and supplies and other apportioned operational costs payable from the administrative costs allowance. The Administrative Costs budget, as approved by the Oversight Board is attached as Exhibit C to Resolution 6533

WHEREAS, in order for the City to continue to pay Administrative Costs and for the Successor Agency to carry out its administrative obligations, a reimbursement agreement between the City and Successor Agency is necessary to reimburse the City for the Administrative Costs.

WHEREAS, the Successor Agency and City wish to provide for the reimbursement to the City of the Costs of the Reimbursable Contracts, the Enforceable Obligation Implementing Costs and the Administrative Costs by entering into a Reimbursement Agreement.

NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

Purpose of this Agreement: Consideration

In consideration for the City's advance, assistance and administrative support in the carrying out and implementation the obligations of the Successor Agency, including its obligations to (a) continue to oversee the development of properties to completion of the Improvements, (b) administer and fulfill obligations under enforceable obligations and (c) continue the day-to-day administration of the Successor Agency, the Successor Agency agrees to pay, reimburse, advance and make whole the City pursuant to the terms of this Agreement. The parties agree that this Agreement is negotiated and intended to be binding on all parties and their respective successor agencies.

The City and the Successor Agency desire to enter into this Agreement to acknowledge the above recitals and to provide for the payment or reimbursement by the Successor Agency of the cost of the Reimbursable Contracts, the Enforceable Obligations Implementation Costs and the Administrative Costs (collectively, "Reimbursable Costs").

Amendments to Reimbursable Costs

The costs to be reimbursed shall be those set forth in Resolution 6533 as Exhibit A for Reimbursable Contracts, Exhibit B for Enforceable Obligations Implementation Costs and Exhibit C for Administrative Costs. The City and the Successor Agency agree that each of the Reimbursable Costs may be amended from time to time, subject to the Oversight Board's approval. The Successor Agency shall agree to request the Oversight Board amend this Agreement to approve reimbursement of any additional costs within the scope of the Reimbursable Costs. However, there is no assurance that the Oversight Board will approve such additional costs or that the Successor Agency will agree to pay any such additional costs.

City Performance of Reimbursable Contracts

Pursuant to the Reimbursable Contracts, the City shall perform or cause to be performed all required preparatory work for the Improvements, including the acquisition of land and shall

install and construct, or cause to be installed and constructed, the Improvements not previously installed and constructed. The City shall cause to be undertaken the design of the Improvements and the preparation of plans and specifications therefor. The City shall, in accordance with all applicable federal, state and local laws, rules and regulations, install and construct, or cause to be installed and constructed, the Improvements in accordance with such plans and specifications. The acquisition of land and the planning, specification and the timing with respect to the installation and construction of the Improvements shall be subject to the City's sole and absolute discretion.

In consideration of this Agreement, the City agrees to exercise its best efforts to acquire land by negotiated purchase all land necessary to implement the Reimbursable Contracts.

City to Provide Staff for Administration of Successor Agency Obligations

City, acting in its capacity as Successor Agency, agrees to pay all salaries, benefits and costs of employees performing the work of the Successor Agency in administering enforceable obligations and the duties and obligations of the Successor Agency, as set forth in Exhibit B and Exhibit C to Resolution 6533.

Reimbursable Costs are Enforceable Obligations

The Successor Agency and the City hereby agree that the obligation of the Successor Agency to reimburse the City for Reimbursable Costs is "enforceable obligations" under the Dissolution Act.

Reimbursement by the Successor Agency

The City shall, from time to time, following completion of the various Improvements, or various portions thereof, submit to the Successor Agency invoices (including itemized statements) showing the cost of the Improvements incurred by the City under the Reimbursable Contracts, including the acquisition of necessary land, due to be paid by the Successor Agency pursuant to this Agreement. Such amounts may include progress payments. The City shall, on a monthly basis, submit to the Successor Agency an itemized statement showing the costs of implementing the enforceable obligations and of administering the Successor Agency, as set forth in Exhibits B and Exhibit C to Resolution 6533.

Within a reasonable time after the submission of each statement and invoice to the Successor Agency, the Successor Agency shall pay or cause to be paid to or for the benefit of the City all amounts due thereunder from the source of funds identified in the Successor Agency's Recognized Obligation Payment Schedule as provided for in Code §34177 or any successor statutory provision, or from any other available funds of the Successor Agency or funds set forth in the Dissolution Act. Amounts not paid by the Successor Agency to the City within 30 days of demand therefor pursuant to this Agreement shall bear interest at the quarterly average rate then paid to the City on its funds invested in the Local Agency Investment Fund ("LAIF"), from the date of such demand to the date of repayment.

Term; Effect and Duration of Covenants

This Agreement shall remain in effect until all of the City's obligations and payments due under the Reimbursable Contracts and all Enforceable Obligations Implementation Costs and all Administrative Costs are satisfied and paid in full and all claims, lawsuits or litigation arising from obligations under this Agreement are settled or adjudged by a final judgment of a court of competent jurisdiction. The covenants established in this Agreement shall, without regard to technical classification and designation, be binding on the parties hereto and their successors in interest.

Nonliability of Officials and Employees

No Successor Agency member, members of Successor Agency Oversight Board, Councilmember, official, agent, or employee of the Successor Agency or the City shall be personally liable to the other parties, or any successor in interest, in the event of any default or breach by the Successor Agency or the City, or for any amount which may become due to the City or Successor Agency, or successor thereto, or on any obligations under the terms of this Agreement.

Obligation to Refrain from Discrimination

The City covenants and agrees for itself, its successors and its assigns that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of California Government Code §12955, as those bases are defined in California Government Code §§12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of §12955, and §12955.2, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Improvements, nor shall the City, or any person claiming under or through the City, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Improvements.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in California Government Code §12955.9. With respect to familial status, nothing in said paragraph shall be construed to affect California Civil Code §§51.2, 51.3, 51.4, 51.10, 51.11, and 799.5, relating to housing for senior citizens. California Civil Code §51 Subdivision (d) and §1360 and California Government Code §12955 subdivisions (n), (o) and (p) shall apply to said paragraph.

Default

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract. The rights and remedies of the non-defaulting party enumerated in this

paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party. All notices of defaults shall clearly indicate a notice of default under this Agreement.

Future Cooperation: Advance Funding

The parties hereto agree to take all appropriate steps and execute any documents which may reasonably be necessary or convenient to implement the intent of this Agreement. Further steps may include, but are not limited to, the entering into agreements for the transfer of ownership of land, capital improvements or public improvements to the City for the purposes set forth in this Agreement.

Invalidity of Prior Agreements

It is the parties' understanding that the Dissolution Act makes invalid any prior reimbursement agreements entered into by the Former Agency and the City. The parties intend that this Agreement is to "reenter" (for the purpose of such term as set forth in Code §34178(a)) and shall supersede previous reimbursement agreements insofar as the provisions of such former agreements apply to the Reimbursable Contracts, the Enforceable Obligations Costs or the Administrative Costs provided, however, that, should any court of competent jurisdiction decide in a final judgment that the former agreements are not invalidated by the Dissolution Act or that the Dissolution Act is not enforceable to invalidate the former agreements, the former agreements shall supersede this Agreement.

Records

Each party shall maintain books and records regarding its duties pursuant to this Agreement. Such books and records shall be available for inspection by the officers and agents of the other party at all reasonable times.

Law Governing

This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Amendments

This Agreement may be amended at any time, and from time to time, by an agreement executed by both parties to this Agreement.

Severability

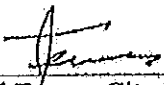
If any section, subsection, subdivision, sentence, clause, phrase, word, or portion of this Agreement is, for any reason, held to be invalid by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Agreement

and each section, subsection, subdivision, sentence, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivision, sentences, clauses, phrases, words, or portions thereof be declared invalid.


Interpretation

Parties agree that this Agreement was jointly negotiated and drafted and shall be interpreted as such. This Agreement shall not be interpreted or construed against any one party as if it was drafted by any such party.

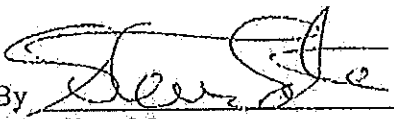
CITY OF MORGAN HILL, acting in its capacity as Successor Agency for Morgan Hill
Redevelopment Agency

By 
Edward Tewes, City Manager

ATTEST:

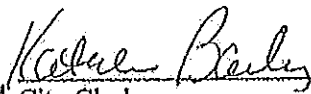
By 
Deputy City Clerk

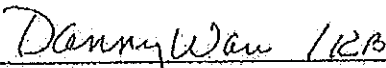
CITY OF MORGAN HILL

By 
Steve Tate, Mayor

ATTEST:

APPROVED AS TO FORM

By 
Deputy City Clerk


City Attorney

Approved by the Oversight Board: April 16, 2012
Resolution OB-002

RESOLUTION NO.6533

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, AND IN ITS CAPACITY AS THE SUCCESSOR AGENCY GOVERNOR BOARD, APPROVING AND AUTHORIZING THE CITY MANAGER AND MAYOR TO EXECUTE A REIMBURSEMENT AGREEMENT BETWEEN THE CITY AND THE SUCCESSOR AGENCY AND TO ADD CERTAIN REIMBURSABLE ITEMS.

WHEREAS, Part 1.85 of the Health and Safety Code ("Code") (commencing with §34170) ("Dissolution Act") dissolved the former Morgan Hill Redevelopment Agency (the "Former Agency") and designated the City of Morgan Hill ("City") as the Successor Agency for the Former Agency ("Successor Agency").

WHEREAS, under Dissolution Act, the Successor Agency must, among other statutory duties, perform the following duties relevant to this Agreement:

1. Continue making payments for and perform obligations under enforceable obligations;
2. Dispose of assets and properties of the Former Agency; and
3. Continue to oversee development of properties until the contracted work has been completed, including using bond proceeds for purposes for which the bonds were sold.

WHEREAS, Code §34178 of the Dissolution Act provides:

" . . . [A]greements, contracts, or arrangements between the city or county or City and county that created the redevelopment agency and the redevelopment agency are invalid and shall not be binding on the successor agency; *provided, however*, that a successor agency wishing to enter or reenter into agreements with the city, county, or city and county that formed the redevelopment agency that it is succeeding may do so upon obtaining the approval of its oversight board."
(emphasis added)

WHEREAS, Code §34180(h) gives the Oversight Board the authority to approve "a request by a successor agency to enter into an agreement with the city, county, or city and county that formed the redevelopment agency."

WHEREAS, in order to reimburse the City for its costs to perform its duties in its capacity as the Successor Agency, the Successor Agency requested the Oversight Board's approval and the Oversight Board granted the approval of a "Reimbursement Agreement" for categories of reimbursable costs as described below.

Reimbursable Contracts

WHEREAS, Code §33445(e) permitted the Former Agency to enter into agreements with the City to reimburse the City for the costs of acquisition of land and of buildings and improvements of redevelopment projects undertaken by the City. Pursuant to this Code Section, the City and the

City of Morgan Hill
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WHEREAS, with the expectation that the Former Agency would reimburse the City for the costs of undertaking the Improvements (as memorialized through resolutions, reimbursement agreements and adopted findings), the City entered into certain contracts for the land acquisition, planning, design, contracting, construction and rehabilitation of these Improvements (including legal, engineering and appraisal services) ("Reimbursable Contracts"). The Reimbursable Contracts (and the Improvements to which each of the Reimbursable Contract relate) are set forth in Exhibit A to this Resolution.

WHEREAS, in order for the City to continue to undertake the Improvements and to be reimbursed for the costs of the Reimbursable Contracts, and for the Successor Agency to fulfill its obligation to continue the development of certain public Improvements that are already underway, a reimbursement agreement between the City and Successor Agency is necessary to reimburse the City for the costs of the Reimbursable Contracts.

Enforceable Obligations Implementing Costs.

WHEREAS, the City, now acting in its capacity as the Successor Agency, pays for employee costs (for administrative, professional, technical, financial and legal staffing), office equipment and supplies, and other apportioned operational costs, in order to:

- Implement the Improvements, including, but not limited to, construction inspection, project management, or actual construction; and
- Administer and implement Enforceable Obligations.

These costs are collectively referred to herein as "Enforceable Obligations Implementing Costs." Pursuant to the Dissolution Act, these Enforceable Obligations Implementing Costs are includable in the Recognized Payment Obligation Schedule, with identified sources of payment of such costs, and are listed in Exhibit B to this Resolution.

WHEREAS, in order for the City to continue to pay employee and other costs to implement the Enforceable Obligations and for the Successor Agency to fulfill its obligation to satisfy its obligations under the Enforceable Obligations, a reimbursement agreement between the City and Successor Agency is necessary to reimburse the City for the costs of the Enforceable Obligations Implementing Costs.

Administrative Costs

WHEREAS, the Dissolution Act provides for an administrative costs allowance to pay for administrative costs of administering and implementing the Successor's Agency's obligations that are not Enforceable Obligations Implementing Costs ("Administrative Costs") pursuant to an administrative cost budget approved by the Oversight Board. The City, acting in its capacity as the Successor Agency incurs employee costs, office equipment and supplies and other apportioned operational costs payable from the administrative costs allowance. The Administrative Costs budget, as approved by the Oversight Board, is attached hereto as Exhibit C.

WHEREAS, in order for the City to continue to pay Administrative Costs and for the Successor Agency to carry out its administrative obligations, a reimbursement agreement between the City and Successor Agency is necessary to reimburse the City for the Administrative Costs.

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Resolution No. 6533
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WHEREAS, the Successor Agency and City wish to provide for the reimbursement to the City of the Costs of the Reimbursable Contracts, the Enforceable Obligation Implementing Costs and the Administrative Costs by entering into a Reimbursement Agreement.

BE IT RESOLVED BY the City Council of the City of Morgan Hill that the City Council, both as City Council and as governor board of the Successor Agency for the Morgan Hill Redevelopment Agency, does hereby authorize the City Manager to execute the Reimbursement Agreement as shown in Appendix A of this Resolution on behalf of the Successor Agency and the Mayor to execute the Reimbursement Agreement on behalf of the City.

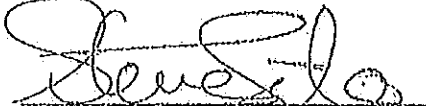
BE IT FURTHER RESOLVED that the City Manager is authorized to amend Exhibit A, Exhibit B and Exhibit C in order to reflect those reimbursable items as approved by the Oversight Board as part of the then-approved Recognized Obligations Payment Schedule (provided that City Manager shall make available to the City Council as an information item the list of such approved reimbursable items) and to make over non-material changes as he deems appropriate to carry out the intent of this Resolution.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 25th Day of April 2012 by the following vote.

| | | |
|----------|------------------|--|
| AYES: | COUNCIL MEMBERS: | Larry Carr, Rich Constantine, Marilyn Libbers, Gordon Siebert, Steve Tate |
| NOES: | COUNCIL MEMBERS: | None |
| ABSTAIN: | COUNCIL MEMBERS: | None |
| ABSENT: | COUNCIL MEMBERS: | None |

ATTEST:


Irma Torres, City Clerk

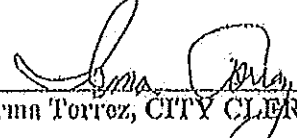

Steve Tate, Mayor

CERTIFICATION *cs*

I, Irma Torres, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. 6533, adopted by the City Council at the meeting held on April 25, 2012.

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

DATE: April 30, 2012


Irma Torres, CITY CLERK

City of Morgan Hill Oversight Board
Master Successor Agency Reimbursement Agreement Items

EXHIBIT A

| Item No. | Project Name or Debt Obligation | Payee | Funding Source |
|----------|--|---------------------------------|----------------|
| 1.20 | MH Integrated Alarm | MH Integrated Alarm | RPTTF |
| 1.32 | Domain Website | South Valley Internet | Admin |
| 1.35 | FY 10/11 Street Resurfacing | CSG Consultants | RPTTF |
| 1.37 | CIP Projects-Property Acquisition | Nossaman LLP | RPTTF |
| 1.41 | West Dunne Ave-Legal Services | JARVIS, FAY, DOPORTO & GIBSON | RPTTF |
| 1.43 | Inspection Services | CSG CONSULTANTS, INC | RPTTF |
| 1.44 | Inspection Services | RMA GROUP OF NORTHERN CALIF | RPTTF |
| 1.49 | Landscape Maintenance | SMITH & ENRIGHT LANDSCAPNG, INC | RPTTF |
| 1.51 | Marketing/Graphics/Advertising Design | SAN JOSE BUSINESS JOURNAL | Admin |
| 1.52 | Chamber of Commerce | MH Chamber of Commerce | Admin |
| 1.56 | Legal Counsel | NOSSAMAN LLP | Admin |
| 1.58 | Owl Plan Administration | Live Oak Associates | RPTTF |
| 1.62 | Web-Streaming of Successor Agency Meetings | Granicus | Admin |
| 2.7 | Butterfield Blvd- South Consulting Contract | MH Engineering Co. | Bonds |
| 2.9 | Butterfield Blvd- South Design Services | WEBER, HAYES & ASSOCIATES, INC | Bonds |
| 2.10 | Butterfield Blvd- South Property Acquisition | Lake | Bonds |
| 2.11 | Butterfield Blvd- South Property Acquisition | Gallo | Bonds |
| 2.12 | Butterfield Blvd- South Property Acquisition | Ray-Will | Bonds |
| 2.13 | Butterfield Blvd- South Property Acquisition | Costa | Bonds |
| 2.14 | Butterfield Blvd- South Property Acquisition | Royal Oaks | Bonds |
| 2.15 | Butterfield Blvd- South Property Acquisition | Lieu Quan | Bonds |
| 2.16 | Butterfield Blvd-South Consulting Services | ASSOCIATED RIGHT OF WAY SVCS | Bonds |
| 2.17 | Butterfield Blvd-South Design Services | MARK THOMAS & CO, INC | Bonds |
| 2.19 | Butterfield Blvd-South ROW and Permit Fees | UPRR | Bonds |
| 2.20 | Cochrane Rd-Traffic Signal | HATCH MOTT MACDONALD | Bonds |
| 2.25 | CRC Solar Project-Consulting Contract | NOVA PARTNERS | Bonds |
| 2.30 | Hale Avenue Extension-Environmental | David Powers and Associates | Bonds |
| 2.32 | Hale Avenue Extension-Consulting Contract | Akel Engineering | Bonds |
| 2.33 | Tennant Ave/Hwy 101 Engineering | MARK THOMAS & CO, INC | Bonds |
| 2.34 | Tennant Ave/Hwy 101 Consulting Services | STATE OF CA DEPT OF TRANS | Bonds |
| 2.35 | Tennant Ave/Hwy 101 Landscape Maintenance | West Coast Arborist | Bonds |
| 2.37 | Underground Utilities | City/PGE | Bonds |
| 2.38 | West Little Llagas Creek | SANTA CLARA VALLEY WATER DIST | Bonds |

