

**CONSULTANT AGREEMENT
WITH LISA WISE CONSULTING, INC. FOR PREPARATION OF MONTEREY CORRIDOR MARKET AND
LAND USE CAPACITY STUDY**

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Lisa Wise Consulting, Inc. a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until September 30, 2017 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be to complete the preparation of a Monterey Corridor Market and Land Use Capacity Study as further described in **Exhibit A.**
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$54,500.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed fifty-four thousand, five hundred dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed during the extended term period exceed an additional five percent (5%) above the compensation allowed to be paid to CONSULTANT during the initial term of this Agreement.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with a monthly invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and

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

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

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

7.1. **Insurance Types and Amounts.**

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

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

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

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

7.1.5. Professional Liability.

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

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

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

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

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

7.2.1. **General Liability.**

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

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

7.2.1.3. insurance shall be primary non-contributing.

7.2.2. **Workers Compensation.**

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

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

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

Certificate Holder address:

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

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

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

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

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

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

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

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

Address of CONSULTANT is as follows:

Lisa Wise Consulting, Inc.
983 Osos Street
san Luis Obispo, CA 93401
805-595-1345

Address of CITY is as follows:

Asst.City	with a copy to:
Manager/Community	City Clerk
Development	City of Morgan Hill
City of Morgan Hill	17575 Peak Avenue
17575 Peak Avenue	Morgan Hill, CA 95037
Morgan Hill, CA 95037	

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

15. **Maintenance of Records.**

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

15.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONSULTANT and its

subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

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

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

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

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

20. **Defense and Indemnification.**

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

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

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

20.4. **Right to Offset.** CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of

CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (20) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Wilson
Print Name

Steve Rymer
Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Lisa Wise Consulting, Inc.

City Attorney

By: _____

Donald A. Larkin
Print Name

Title: Lisa Wise, President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: _____

Date: 1/12/17

By: _____

Title: Henry Pontarelli, Vice President
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 1/12/17

EXHIBIT A
SCOPE OF SERVICES

Per attached proposal



MONTEREY CORRIDOR MARKET AND LAND USE CAPACITY STUDY

City of Morgan Hill



Exhibit A

Lisa Wise Consulting, Inc.

983 Osos Street
San Luis Obispo, CA 93401
(805) 595-1345
lisa@lisawiseconsulting.com

December 13, 2016

December 13, 2016

Leslie Little
Assistant City Manager for Community Development
City of Morgan Hill
Community Development Department
17575 Peak Ave.
Morgan Hill, CA 95037

Dear Leslie,

Lisa Wise Consulting, Inc. (LWC) is pleased to submit our proposal for the Monterey Corridor Market and Land Use Capacity Study.

LWC is dedicated to working closely with communities to develop effective strategies for land uses grounded in the assessment of existing land use policy, market forces, potential fiscal impacts and community expectations. Specifically, we have current and past work experience which can be directly applied to the Monterey Corridor Market and Land Use Capacity Study. For example, we worked with the City of San Pablo to evaluate the potential for economic development along San Pablo Avenue, which will go on to inform an update to the land use ordinance.

LWC also recently completed a study for the City of Livermore that relied on high-level market and detailed proforma analysis complemented by community feedback to assess the implications of a land use conversion from commercial to residential within a 42-acre study area. In addition, we have extensive relevant experience preparing Specific Plans, development code updates, and form-based codes driven by market analysis and grounded in economic reality, including a Specific Plan and Code Update for key corridors within the Ashland and Cherryland communities of Alameda County, and a form-based code for commercial corridors in Richmond, California.

As described in our proposal, our approach to the project has three core components: a commitment to research and a comprehensive understanding of the local and regional market and land use policy; a dedication to practical and feasible approaches to land use policy that draws from both traditional and the latest advancements in land development codes, and; a team experienced in delivering projects on time and within budget. A key objective of the LWC team is to produce practical, flexible, and implementable recommendations for planning strategies on the Monterey Corridor. LWC will combine pragmatism with innovative ideas to further City goals and policies for the Monterey Corridor, including its ability to accommodate appropriate levels of commercial and residential development. We look forward to working with you and remain available to answer questions and address comments on this proposal.

Sincerely,

Lisa A. Wise, AICP
President

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1 TEAM, PROJECT UNDERSTANDING, AND APPROACH

TEAM

LWC has a 10-year resume of working closely with communities to create feasible and well-researched approaches to zoning codes and ordinances and economic development strategies. Our staff brings a comprehensive perspective and understanding to planning and economic development and is comprised of land use professionals, MBAs, and experts in economics, finance, and accountancy. It is a significant part of our corporate culture to contribute to and learn from a growing body of knowledge on best practices and innovative approaches in code reform. One example is our president and founder, Lisa Wise, serving as the Chair of the Form-Based Code Institute (FBCI [<http://formbasedcodes.org/>]). The FBCI is dedicated to education on successful approaches to land use policy that assures predictable results founded in consensus.

LWC has led and participated in million-dollar downtown specific plans, corridor plans, and form-based code updates, as well as similarly-focused work in small communities with unique character and opportunities such as Morgan Hill.

These skills and experiences will form the approach for our work in Morgan Hill:

1. A commitment to research and a comprehensive understanding of the local and regional market and land use policy context of the Monterey Corridor;
2. A dedication to practical, feasible approaches to market analysis and land use policy that draws from traditional and the latest examples and advancements in successful land development codes, and;
3. A capable team experienced in delivering projects on time and within budget made up of individuals who are dedicated personally and professionally to feasible and intelligent planning and more efficient and "livable" cities.

PROJECT UNDERSTANDING

Morgan Hill is a 13-square mile City in Santa Clara County, California with a population of approximately 41,072. Located in the southern-most tip of the "South Bay" region, the City of Morgan Hill (City) is situated between the City of San Jose and the City of Gilroy, and accessed by Highway 101, Caltrain, and Regional Santa Clara Valley Transportation Authority (VTA) buses. The City's main thoroughfare, Monterey Road, has historically functioned as the commercial center of the community. Monterey Road is now a four-lane arterial roadway bisecting the City, including the downtown area, that is predominately commercial in character with limited residential uses.

The City's Downtown Specific Plan (Plan), which was adopted in 2009, establishes a unified vision for the built form of a relatively large segment of Monterey Road, from Main to Dunne Avenues.

The Plan specifically calls for unique development standards, intensified commercial/retail uses, and dense residential development. The vision for the Downtown Specific Plan has largely been realized, as the area has experienced significant public investment (new public parks and streetscape improvements), compact, mixed-use development patterns, and economic revitalization. Segments of the Monterey Corridor outside of the Downtown Specific Plan boundaries have generally not experienced these investments – development has occurred in a less than cohesive manner, and the existing land use pattern does not position the area to leverage future market demand for residential and commercial land uses.

The City recently completed a General Plan Update (adopted in 2016) and is currently in the process of completing a comprehensive development code update. However, the City seeks a more targeted and flexible planning approach to guide development along the Monterey Corridor outside of the Downtown Specific Plan boundaries. The City is looking for a land use strategy that capitalizes on the area's economic and placemaking potential and achieves the 2035 General Plan's vision to "transform from its current predominantly strip commercial character to a vibrant mixed use Corridor that encourages walking and biking (CNF-23)."

LOCAL EXPERTISE AND EXPERIENCE

Lisa Wise Consulting, Inc. (LWC) is very fortunate to have worked on a wide range of economic and planning projects for communities throughout the Bay Area, which has given our team a first-hand familiarity with regional and local economic and regulatory challenges. Examples include:

- **Ashland and Cherryland Business District (ACBD) Specific Plan and Code Update.** LWC completed the 2.5 year project in Alameda County on time and within budget. The Plan was approved unanimously by the County Board of Supervisors in December 2015. The Plan's success can be greatly attributed to a robust community outreach campaign, our Team's exhaustive research and firm grasp of regional and local opportunities and constraints. The Plan was awarded the 2016 Excellence in Economic Planning and Development Award by the American Planning Association (APA) Northern California Section. LWC is currently leading two specific plan and code updates in Alameda County - for the City of Hayward and community of Castro Valley.
- **City of Livermore First Street Corridor General Plan Land Use Conversion Study & Market Analysis.** LWC evaluated regulatory, market, community sentiment, and fiscal implications of the potential land use conversion of a 42-acre area from commercial to residential use.
- **City of Burlingame, Downtown Market Analysis.** LWC conducted archival research, site visits, and personal interviews with business operators and real estate professionals in Downtown Burlingame to determine key parameters to inform decision makers on a specific parcel's development potential.

- **City of San Pablo PDA Planning Grant, Strengthening Public Health Plan.** LWC conducted a comprehensive evaluation of the economic potential of San Pablo Avenue (a designated Priority Development Area) to inform strategies that implement Plan Bay Area goals of economic and environmental sustainability, social equity, and public health. As part of the project, LWC also prepared a market and branding strategy for San Pablo Avenue that leveraged the City's assets.
- **Richmond Livable Corridors Plan.** LWC was part of a multi-disciplinary team that developed a Corridor Plan and Form-Based Code for the commercial corridors along Macdonald Avenue, San Pablo Avenue, and South 23rd Street in Richmond, CA. The Plan addresses economic vitality, environmental quality, and public health, and included a form-based code to encourage the development of a high quality public realm and allow for a range of appropriate building uses. The Livable Corridors Plan and Form-Based Code was awarded an Honorable Mention at the 2014 Congress of New Urbanism in Salt Lake City, Utah.

In addition, LWC is a national leader in completing hybrid codes that incorporate conventional and form-based standards, recent examples include code updates for the Cities of Austin, TX, Flagstaff, AZ, Westerville, OH, Oklahoma City, OK, Tehachapi, Soledad, Merced, Vallejo and Livermore, CA.

APPROACH

LWC understands and acknowledges the significance of real estate, capital market forces, and community sentiment on effective implementation. This in mind, LWC proposes a multi-phased planning approach for the Monterey Corridor; that focuses first on a comprehensive market and land use analysis which sets the stage for the preparation of an effective development code. LWC proposes to initiate the project with a data-driven economic analysis that will inform the Commercial Capacity Assessment, address the needs of the community, and respond to existing uses and adjacent neighborhoods. Building off the recently completed General Plan Update, the Market Analysis will evaluate the Study Area's demographic and socio-economic profile, existing land use characteristics, market dynamics, and capacity for commercial land uses. Next, LWC will formulate alternatives and recommendations based on opportunities and constraints identified in the Market Analysis and Stakeholder Meetings. Recommendations will prioritize identification of optimal commercial/residential land use mix within a framework for decision making that better assures desirable development outcomes and leverages market opportunities. Final recommendations will include detailed implementation strategies aimed at a viable strategy for the Monterey Corridor, one that is sufficiently flexible to adjust for a shifting landscape.

2 SCOPE OF WORK

PHASE 1 – MARKET AND LAND USE CAPACITY STUDY

A multi-phased planning approach is proposed for the Monterey Corridor, focused on three segments of Monterey Road outside of the Downtown Specific Plan boundary:

1. Dunne Avenue to Tennant Avenue
2. Main Avenue to the railroad overcrossing
3. Madrone Parkway to City limits

The first phase, as described in detail in the Scope of Work below, will consist of a comprehensive market and land use inventory and capacity analysis followed by detailed recommendations and implementation strategies to be considered for subsequent phases of planning efforts. The scope of Phase 2 will be determined in Task 5 – Phase 2 Implementation Recommendations.

TASK 1 PROJECT INITIATION AND MANAGEMENT

1.1 KICKOFF MEETING

Lisa Wise Consulting Inc., (LWC) will prepare for and attend one (1) kickoff meeting with City staff to discuss project goals, objectives, schedule, and specific areas of concern. The boundary of the Study Area is expected to be established at the kickoff meeting or shortly thereafter. As part of the kickoff meeting, LWC will attend a site tour hosted by City staff to collect photographs for the Study Area Land Use Inventory, and to gain a further understanding of existing conditions.

1.2 DOCUMENT/DATA REQUEST

LWC will create and submit a request for documents and data that are relevant to completing Phase 1 work. Documents and data to be collected and reviewed includes, but may not be limited to the following:

- Morgan Hill 2035 General Plan (including all technical appendices, related studies, and background data)
- Supporting data used in the Full Buildout Growth Projections from the Morgan Hill 2035 General Plan Environmental Impact Report
- GIS data and files (zoning, vacant and underutilized land inventory used in the Morgan Hill 2035 General Plan Draft EIR to calculate buildout growth projections, parcel-level data, etc.). Parcel-level GIS data would include lot size, assessed valuation, use category, square footage of existing buildings, number of units, etc.

- Existing Conditions Report prepared as part of the 2035 General Plan
- Morgan Hill 2015-2023 Housing Element (including all technical appendices, related studies, and background data)
- City of Morgan Hill Zoning Code (digital document)
- Downtown Specific Plan (including all technical appendices, related studies, and background data)
- City economic/market studies, analyses, and plans
- Studies and plans related to transit station area planning (e.g., Caltrain-oriented Priority Development Area)
- Adopted budget FY 16/17 and Mid-Year budget report when available
- Capital Improvement Program
- List, locations, and descriptions of pipeline development projects
- City Sales Tax data
- City building permit data

Upon receiving requested documents and data, LWC will complete a focused review and prepare a concise summary to inform the Phase 1 work.

1.3 ONGOING PROJECT MANAGEMENT

This task will involve coordination with City staff and includes regular phone calls with City staff, monthly progress meetings, day-to-day project management, and invoicing and administration.

DELIVERABLES – TASK 1:

- Final Scope of Work, Budget, and Schedule.
- Map of Study Area boundary.
- Comprehensive document/data request.
- Document/data summary memo.

TASK 2 COMMUNITY OUTREACH AND PUBLIC MEETINGS

2.1 IDENTIFY KEY STAKEHOLDERS

LWC will gather input from stakeholders identified by the City. The list is expected to consist of public officials, City staff, businesses, neighborhood groups, developers, property owners, and other interest groups that reflect the demographics and perspectives of the project Study Area.

2.2 STAKEHOLDER MEETINGS (2)

LWC will conduct up to two (2) in-person group meetings with property owners and other appropriate stakeholders to solicit detailed feedback on the potential for residential, commercial, and mixed-use land uses within the Study Area.

2.3 CITY COUNCIL/PLANNING COMMISSION MEETINGS (2)

LWC will prepare for and attend one (1) Planning Commission and one (1) City Council meeting to present the findings from the study. This includes the preparation of a PowerPoint presentation for each meeting.

2.4 OPTIONAL CITY COUNCIL AND/OR PLANNING COMMISSION MEETING (1)

As an optional task at the City's request, LWC will prepare for and attend one (1) additional Planning Commission or City Council meeting, which could be a joint Planning Commission/City Council Meeting. LWC will prepare a PowerPoint presentation for this meeting.

DELIVERABLES – TASK 2:

- Agendas or questionnaires to discuss at the stakeholder meetings.
- Memos (2) summarizing feedback from each of the two stakeholder meetings.
- Presentations (PowerPoint format) (2) for the Planning Commission and City Council meetings.
- Memos (2) summarizing feedback from the Planning Commission and City Council meeting.

TASK 3 STUDY AREA LAND USE INVENTORY

3.1 STUDY AREA SITE RECONNAISSANCE SURVEY

LWC will conduct a site reconnaissance survey to document existing land uses and characteristics of the Study Area. The survey will be conducted during the kickoff meeting and walking tour, and supplemented with Google Earth aerial imagery for efficiency and added detail.

3.2 STUDY AREA LAND USE INVENTORY

Using GIS and the site reconnaissance survey, LWC will map and compile an inventory of existing Study Area characteristics relevant to the analysis, including, but not limited to the following:

- Existing commercial uses, tenants, and business types
- Existing housing stock
- Existing non-residential or commercial land uses
- Vacant and underutilized parcels

DELIVERABLES – TASK 3:

- One (1) admin and one (1) final Study Area Land Use Map and Accompanying Inventory provided in digital format only.

TASK 4 MARKET ANALYSIS

4.1 DEMOGRAPHIC AND SOCIO-ECONOMIC PROFILE

LWC will assess citywide demographic, economic, and development trends. Factors to be examined include population, household growth by income level, consumer expenditures, employment trends, major employers, and wages. The assessment will be accomplished through an analysis of secondary sources of economic and demographic data and informed by stakeholder meetings. Data will be collected directly from appropriate sources, such as the US Census, BLS, MLS Listings, and other current data as available, including from data/documents obtained from the City. Demographic, economic, and development data specific to the Study Area will be analyzed as available.

Any material and data from the General Plan market study that is pertinent to the Study Area, such as demographic information and market metrics, will be updated as needed.

4.2 COMMERCIAL MARKET ANALYSIS

LWC will prepare a high-level market analysis of existing and future commercial uses citywide and the likelihood of these uses locating in the Study Area. It is anticipated that the analysis will primarily draw from the existing market study prepared for the Morgan Hill 2035 General Plan, stakeholder meetings (Task 2), and the demographic and socio-economic profile (Task 4.1). However, local and regional market trends, such as vacancy rates, rental rates, and permit activity, will also be collected to supplement the previous tasks and to better understand the current demand for commercial space in the City. For example, data on commercial vacancies (e.g., vacancy rate, days on the market, etc.) and building permits (e.g. type, number, and size of developments) will be evaluated to measure the strength of the market. In addition, a few successful retail/commercial clusters in the City and the region will be looked at to provide a picture of desired site attributes that are factors in the market potential of commercial sites (e.g. size, location, accessibility, setting, etc.).

Findings from this analysis will inform the optimal mix of commercial and residential land uses within the Study Area, which will be examined in the Commercial Capacity Assessment (Task 4.3). LWC anticipates reviewing findings from the Demographic and Socio-Economic Profile and the Commercial Market Analysis with City staff prior to conducting the Commercial Capacity Assessment.

4.3 COMMERCIAL CAPACITY ASSESSMENT

The primary objective of this Task is to evaluate how much commercial space/land is needed to support market demand in the Study Area through the General Plan build-out timeframe. At the outset, LWC will determine the amount of commercial capacity under existing regulations in the Study Area using a variety of methodologies, including GIS, on-site reconnaissance, and information provided by the City and key stakeholders. This capacity will be compared to the anticipated demand for commercial space (identified during the Commercial Market Analysis in Task 4.2) to determine if the Study Area has an appropriate level of commercially zoned land.

Based on findings from this subtask, LWC will provide a recommendation on the amount of commercially zoned space/land in the Study Area that should be preserved and the amount of commercially zoned space that could be considered for residential development. LWC will also make recommendations regarding which subareas or sites would be most appropriate to retain for commercial/mixed-uses and which subareas or sites would be most appropriate to allow solely for residential uses.

DELIVERABLES:

- Market Analysis Report consisting of compiled work products from Task 4. One (1) editable admin draft and one (1) final draft will be provided in digital format only.

TASK 5 PHASE 2 IMPLEMENTATION RECOMMENDATIONS

5.1 IMPLEMENTATION OPTIONS

LWC will provide alternative implementation options the City may consider with regard to neighborhood design, zoning code approach (including a form-based code approach), etc. to respond to the market analysis and recommendations in a manner consistent with the 2035 General Plan.

5.2 FINAL MEMO

LWC will prepare a final memo documenting and comparing implementation options. The final memo will include deliverables completed throughout the project as attachments, so the City has a single compiled document for the Phase 1 work. The final memo will be presented at one (1) Planning Commission and one (1) City Council meeting (see subtask 2.3).

DELIVERABLES:

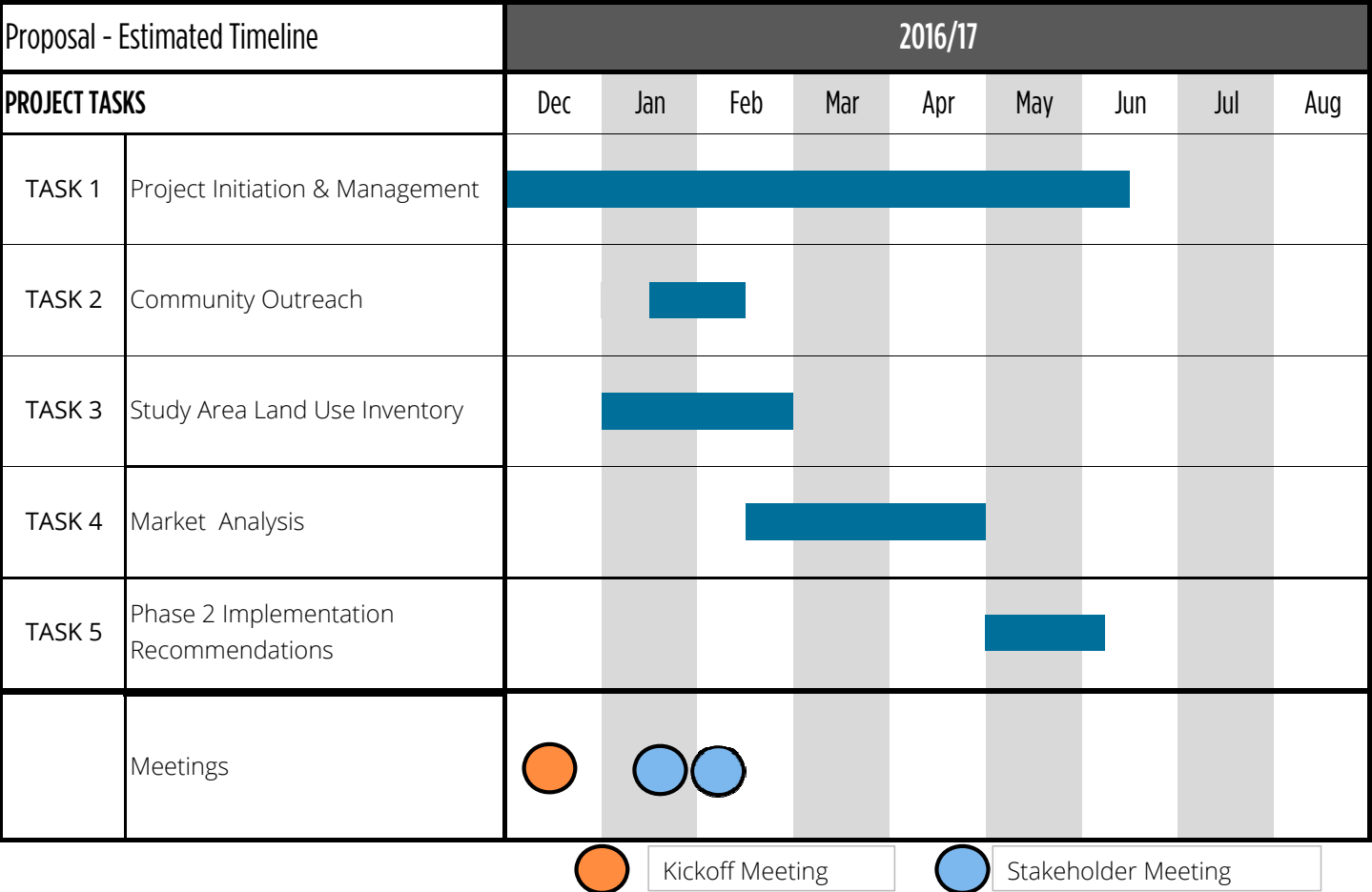
- Final Land Use Recommendation and Implementation Measures memo consisting of all project deliverables as attachments. One (1) editable admin draft and one (1) final draft will be provided in digital format only.

3 BUDGET

Prepared by Lisa Wise Consulting, Inc December 7, 2016		Morgan Hill Monterey Corridor Market and Land Use Capacity Study									
		LWC									
		Principal \$195		Senior \$147		Associate \$104		LWC Firm Total			
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
TASK 1	PROJECT INITIATION AND MANAGEMENT										
1.1	Kickoff Meeting	4	\$ 780	8	\$ 1,176	8	\$ 832	20	\$	20	\$ 2,788
1.2	Document/Data Request	2	\$ 390	8	\$ 1,176	8	\$ 832	18	\$	18	\$ 2,398
1.3	Ongoing Project Management	2	\$ 390	8	\$ 1,176	4	\$ 416	14	\$	14	\$ 1,982
	SUBTOTAL - TASK 1	8	\$ 1,560	24	\$ 3,528	20	\$ 2,080	52	\$	52	\$ 7,168
TASK 2	COMMUNITY OUTREACH AND MEETINGS										
2.1	Identify Key Stakeholders	2	\$ 390	2	\$ 294	2	\$ 208	6	\$	6	\$ 892
2.2	Stakeholder Meetings (2)	12	\$ 2,340	16	\$ 2,352	8	\$ 832	36	\$	36	\$ 5,524
2.3	City Council/Planning Commission Meetings (2)	16	\$ 3,120	16	\$ 2,352	24	\$ 2,496	56	\$	56	\$ 7,968
2.4	OPTIONAL: City Council and/or Planning Commission Meeting (1)	8	\$ 1,560	8	\$ 1,176	12	\$ 1,248	28	\$	28	\$ 3,984
	SUBTOTAL - TASK 3 (without Optional Task)	30	\$ 5,850	34	\$ 4,998	34	\$ 3,536	98	\$	98	\$ 14,384
TASK 3	STUDY AREA LAND USE INVENTORY										
3.1	Study Area Site Reconnaissance Survey	-	\$ -	4	\$ 588	8	\$ 832	12	\$	12	\$ 1,420
3.2	Study Area Land Use Inventory	2	\$ 390	8	\$ 1,176	32	\$ 3,328	42	\$	42	\$ 4,894
	SUBTOTAL - TASK 3	2	\$ 390	12	\$ 1,764	40	\$ 4,160	54	\$	54	\$ 6,314
TASK 4	MARKET ANALYSIS										
4.1	Demographic and Socio-Economic Profile	1	\$ 195	8	\$ 1,176	16	\$ 1,664	25	\$	25	\$ 3,035
4.2	Commercial Market Analysis	2	\$ 390	16	\$ 2,352	48	\$ 4,992	66	\$	66	\$ 7,734
4.3	Commercial Capacity Assessment	2	\$ 390	12	\$ 1,764	32	\$ 3,328	46	\$	46	\$ 5,482
	SUBTOTAL - TASK 4	5	\$ 975	36	\$ 5,292	96	\$ 9,984	137	\$	137	\$ 16,251
TASK 5	PHASE 2 IMPLEMENTATION RECOMMENDATIONS										
5.1	Implementation Options	4	\$ 780	8	\$ 1,176	12	\$ 1,248	24	\$	24	\$ 3,204
5.2	Final Memo	4	\$ 780	8	\$ 1,176	12	\$ 1,248	24	\$	24	\$ 3,204
	SUBTOTAL - TASK 5	8	\$ 1,560	16	\$ 2,352	24	\$ 2,496	48	\$	48	\$ 6,408
	SUBTOTAL - PHASE I										
	Project Total	53	\$ 10,335	122	\$ 17,934	214	\$ 22,256	389	\$	389	\$ 50,525
	Project Total with Optional Tasks	61	\$ 11,895	130	\$ 19,110	226	\$ 23,504	417	\$	417	\$ 54,509

4 TIMELINE

City of Morgan Hill Monterey Corridor Market and Land Use Capacity Study



5 FIRM QUALIFICATIONS



FIRM OVERVIEW

Lisa Wise Consulting, Inc. (LWC) is an urban planning and economics firm that specializes in enabling pedestrian and transit-oriented neighborhoods, revitalizing built environments, and facilitating sustainable, well-designed places to live, work, and recreate. LWC has a strong resume in creating feasible and effective planning policy with an eye on marketing opportunities, development review processes, and entitlements. LWC's core business is focused on managing complex projects involving General Plan amendments, major variances, annexations, and conditional use permits. LWC embraces a constituent-driven methodology to assess community expectation and create feasible and targeted policies and programs. The LWC philosophy is distinguished by a consistent commitment to client service and the development and application of innovative solutions.

LWC core capabilities:

- Economic and Market Analyses
- Financial Feasibility Studies
- Development Strategies and Specific Plans
- Zoning Ordinances and Development Codes
- Community Engagement and Visioning
- Housing Elements and Affordable Housing Policy

LWC is a federally certified woman-owned business (DBE) and a California Small Business (SBE). LWC staff have decades of experience in economics, market research, land use planning, and management of complex projects.

RELEVANT PROJECTS

County of Alameda

Ashland Cherryland Business District
Specific Plan & Zoning Code

City of Burlingame

Downtown Burlingame Preliminary
Market Analysis and Development
Potential

City of Livermore

First Street Corridor General Plan Land
Use Conversion Study & Market Analysis

City of Richmond

Liveable Corridors Plan and
Form-Based Code

City of San Pablo

Priority Development Area Planning
Grant

CONTACT

LWC Headquarters:

San Luis Obispo

983 Osos Street
San Luis Obispo, CA 93401
805.595.1345 | Office

San Francisco

58 Maiden Lane, Third Floor
San Francisco, CA 94108

Los Angeles

706 South Hill Street, #1200
Los Angeles, CA 90014

LISA WISE, AICP

President, Owner

LWC

As a certified planner and public accountant, Lisa has over 25 years of experience creating specific plans, conducting zoning code updates and financial feasibility analyses, and managing complex projects. Lisa is considered a national expert on code reform and housing policy, and presents on the topics regularly at State and National APA, League of California Cities, and the New Partners for Smart Growth conferences. Lisa is a part-time lecturer at the California Polytechnic State University in San Luis Obispo focusing on courses in real estate finance and housing.

Lisa has been directly responsible for a breadth of large-scale projects that assess land use policy and economic performance, and make recommendations on effective policy frameworks to enable more vibrant and resilient communities. These include 34 code updates, 35 economic projects, 23 master and specific plans, 20 housing elements, and several inclusionary and employee housing studies.

Prior to founding LWC in 2006, Lisa worked for land use planning firm Crawford, Multari & Clark Associates (CMCA). From 1990 to 1999, Lisa was a Manager at PricewaterhouseCoopers (PWC), one of the "Big Four" international accounting, financial services and management consulting firms. At PWC, Lisa's responsibilities included managing large financial services engagements, building client relationships, mentoring staff, and teaching in-house classes.

Relevant Project Experience at LWC:

- Alameda County, CA, Ashland Cherryland Business District Specific Plan and Code
- Austin, TX, Land Development Code Update
- Benicia, CA, Mixed-Use Master Plan and Form Based Code
- Cincinnati, OH, Neighborhood Annexation Form-based Code Study
- Flagstaff, AZ, Zoning Ordinance Update
- Grover Beach, CA, Zoning Code Update and West Grand Ave. Master Plan
- Livermore, CA, General Plan Land Use Change Economic Analysis
- Malibu, CA, Zoning Code and Local Implementation Plan Update
- Merced, CA, Bellevue Community Plan
- Mesa, AZ, Form-Based Code and Regulating Plan
- Port of San Diego, CA, Economic Revitalization Plan
- Port San Luis Harbor District, CA, Harbor Terrace Campground Pre-Development Services
- Richmond, CA, Livable Corridors Plan and Code
- San Luis Obispo, CA, Economic Development Strategic Plan
- Soledad, CA, Vision Program and Downtown Specific Plan and Code
- Tehachapi, CA, Zoning Code Update



PAST WORK EXPERIENCE

California Polytechnic State University
San Luis Obispo, CA, Part-time Faculty
2002 - Present

Crawford, Multari & Clark Associates
San Luis Obispo, CA, Professional Consultant,
2001 - 2006

San Luis Obispo County
San Luis Obispo, CA, Staff Planner,
2000 - 2001

Governor's Office of Planning & Research
Sacramento, CA, Intern,
1999 - 2000

PricewaterhouseCoopers, LLP
New York, NY, Financial Services Manager,
1990 - 1999

NBD Chicago Bank
Chicago, IL, Personal Banking Representative,
1988 - 1989

EDUCATION

California Polytechnic State University
San Luis Obispo, CA, Master of City & Regional
Planning, 2001

DePaul University
Chicago, IL, M.S. Accountancy, 1990

University of Cincinnati
Cincinnati, OH, B.S. Business Administration in
Marketing & Finance, 1987

CERTIFICATIONS & MEMBERSHIPS

American Planning Association (APA)
2001 - Present

Certified Public Accountant, 1991

Congress for New Urbanism
2003 - Present

Form-Based Code Institute
Chair, 2015 - Present
Treasurer, 2014 - 2015

JEN DAUGHERTY, AICP

Senior Associate

LWC

At LWC, Jen focuses on managing complex long-range planning projects, developing projections, and assuring LWC's deliverables exceed client expectations and are submitted on time and within budget. Jen has ten years of public sector experience in a diversity of planning engagements including specific plans, master plans, zoning code updates, and housing elements. While at LWC, Jen has been the Project Manager for several technical analysis and code projects, including projects in Lompoc, Vallejo, and Westerville, OH. She holds a Master of Business Administration from Indiana University and Bachelor of Arts degrees in Environmental Studies and Geography from University of California, Santa Barbara. Jen combines her MBA and public sector experience for a strategic and balanced approach to planning and the economics of land use.

Jen's experience includes analysis and approvals of complex entitlement projects, housing element updates, housing code and fee work, grant programs, environmental review, and project management. In Mammoth Lakes, she was critical in securing a Public Utilities Commission Rule 20A loan for the undergrounding of overhead utilities through a partnership with public entities and a private developer.

Jen has strong public engagement skills and experience grounded in maintaining open lines of communication, raising public awareness, and building relationships aimed at feasible implementation strategies.

Relevant Project Experience at LWC:

- Local Government Commission, Local Funding Guidebook
- Lompoc, CA, Zoning Ordinance Update
- Mammoth Lakes, CA, Clearwater Specific Plan Concept Review
- Mammoth Lakes, CA, General Plan Update
- Mammoth Lakes, CA, Sign Ordinance Update and Negative Declaration
- Mammoth Lakes, CA, Snowcreek Master Plan Update
- Mammoth Lakes, CA, Zoning Code Update
- Marin County, CA, Code Amendment Diagnosis
- Moraga, CA, Downtown Specific Plan Implementation
- Paso Robles, CA, Beechwood Specific Plan
- Rancho Cucamonga, CA, Pro Forma Development for the North Eastern Sphere Annexation Specific Plan Transfer of Development Rights Analysis
- San Pablo, CA, Priority Development Area Implementation Plan
- Tehachapi, CA, Oak Tree Village Specific Plan
- Vallejo, CA, Zoning Code Update
- Westerville, OH, Zoning Code Update
- University of Hawaii Infrastructure Master Plan Financial Analysis



PAST WORK EXPERIENCE

Town of Mammoth Lakes, CA

Senior Planner

March 2014 - August 2015

Town of Mammoth Lakes, CA

Associate Planner

December 2007 - February 2014

Town of Mammoth Lakes, CA

Assistant Planner

June 2006 - November 2007

EDUCATION

Indiana University

Bloomington, IN, Master of Business
Administration, 2015

University of California, Santa Barbara

B.A., Environmental Studies, 2004
B.A., Geography, 2004

CERTIFICATIONS & MEMBERSHIPS

American Institute of Certified Planners

2015 - Present

American Planning Association

2013 - Present

Association of Environmental Professionals

2013 - Present

FORREST CHAMBERLAIN

Associate

LWC

Forrest is actively engaged in LWC's long-range planning, economics, and zoning code update projects. He focuses on research and analysis and develops effective visual and narrative presentations of study findings and recommendations. Forrest brings honed expertise in mapping and modeling software (ArcGIS, AutoCAD, and SketchUp) and will participate in all aspects of LWC projects from initiation to completion.

Prior to LWC, Forrest worked at the San Francisco County Transportation Authority where he assisted in the administration and oversight of local and regional transportation funding programs. He also worked at Walk San Francisco, where he assisted in the Vision Zero campaign to reduce traffic deaths to zero over the course of ten years, and at the San Francisco Planning Department, where he was an intern with the historic preservation program and Citywide Planning Division. There he assisted with writing, research, and data mapping for high-profile department projects including the Central SOMA Eco-District Plan and Sunset District Historic Resource Survey and Historic Context Statement.

Forrest holds a Bachelor of Arts degree in Urban Studies and Planning from San Francisco State University and a Master of City and Regional Planning degree from California Polytechnic University, San Luis Obispo, where he was a teaching assistant and research assistant. His senior thesis examined how an adaptive reuse incentive program contributed to transit-oriented growth in the City of Los Angeles. Upon graduation, Forrest was the recipient of the Class of 2015 Academic Excellence Award.

Relevant Project Experience at LWC:

- Alameda County, CA, Castro Valley General Plan Implementation
- Austin, TX, Land Development Code Update
- Fontana, CA Downtown Specific Plan and Zoning Code Update
- Livermore, CA, First Street Corridor General Plan Land Use Study
- Lompoc, CA, Zoning Code Update
- Marin County, CA, Code Amendment Diagnosis
- Seaside, CA, General Plan Market Study
- Tehachapi, CA, Zoning Ordinance Update and General Plan Consistency
- University of Hawaii Infrastructure Master Plan Financial Analysis



PAST WORK EXPERIENCE

San Francisco County Transportation Authority

Intern, Policy and Programming Division
November 2015 - April 2016

California Polytechnic State University

San Luis Obispo, CA, Teaching Assistant
January 2015 - March 2015

Walk San Francisco

Intern
July 2014 - September 2014

San Francisco Planning Department

Intern, Historic Preservation Program and
Citywide Planning Division
January 2012 - August 2013

MKThink

San Francisco, CA, Intern, Architecture and
Planning
January 2011 - May 2011

EDUCATION

California Polytechnic State University

San Luis Obispo, CA, Master of City & Regional
Planning

San Francisco State University

B.A., Urban Studies and Planning

PUBLICATIONS

"Shifting the Tide: Transit-Oriented
Development and Active Transportation
Planning in Los Angeles."

Focus: Journal of the City and Regional Planning
Department 12 (in press).

**STATUS:**

Complete

TIMEFRAME:

2013 - 2015

BUDGET:

\$530,000

REFERENCE:

Sandra Rivera
Assistant Planning Director
224 W. Winton Ave, Ste 111
Hayward, CA 94544
(510) 670-5400
sandra.rivera@acgov.org

PARTNERS:

Fehr and Peers, Seifel
Consulting, Inc., JWC
Urban Design, Local
Government Commission,
MJB Consulting, Opticos
Design, inc., and Rincon
Consultants, Inc.

AWARDS:

2016 Excellence in
Economic Planning and
Development Award by
the American Planning
Association (APA) Northern
California Section.

LWC was retained by the County of Alameda, California as the lead firm to prepare an update to the Ashland and Cherryland Business District Specific Plan (Plan). LWC led a multidisciplinary team, consisting of seven highly-qualified consulting firms specializing in mobility, finance, urban design, CEQA, retail programming, communication, and community engagement.

The project entailed analyzing the Plan Area, distilling the current community profile, evaluating market conditions and opportunities, evaluating the existing zoning regulations, and preparing a code with traditional and form-based code. Community outreach was a significant factor in the Plan development process

and was facilitated through the use of a project-based, multi-lingual website and social media channels. These tactics encouraged idea sharing, and kept the community informed of interviews, workshops, and meetings where they could partake in the planning process. A key purpose of the Plan is to bring about economic revitalization through a detailed, market-based implementation plan.

The Final Plan Update was adopted unanimously by the Alameda County Board of Supervisors on December 8, 2015. The Plan was funded, in part, by a grant from the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC).



**STATUS:**

Complete

TIMEFRAME:

November - January 2015

BUDGET:

\$10,000

REFERENCE:

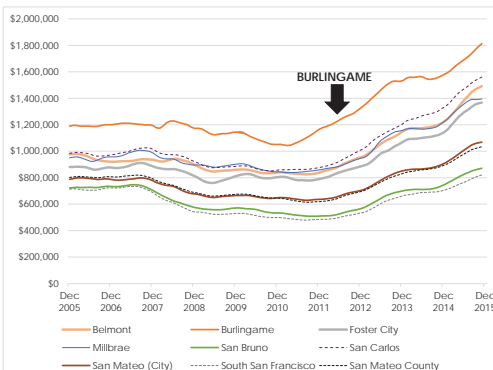
Steve Mincey
Partner/CEO
DES Architects
399 Bradford Street
Redwood City, CA 94063
(650) 364 6452
smincey@des-ae.com

LWC was retained by the City of Burlingame to assess market conditions aimed at informing decision makers of the development potential for a key parcel in the Downtown area. The project was undertaken in the context of the City's on-going efforts to revitalize its Downtown.

The Market Analysis investigated demographics, residential market conditions, and retail market conditions. Data sources relied on qualitative methods, including: local site visits and interviews with local developers, real estate professionals, business managers, and property owners; as well as quantitative methods, with data and information derived from: the U.S. Census 2014 5-Year Community Survey, City of Burlingame General Plan, Anderson Job Forecast, the California Employment Development Department, local MLS listings, the California Association of Realtors, and the

California Department of Finance. The Market Analysis found that the Downtown area's population has high income and education levels. Additionally, the analysis found that the area has scarce housing supply despite high demand and rising employment, with multiple offers over asking prices, and a stronger market for condominiums over apartments.

Attributes of the Study Area are characterized by a solid mix of commercial industries (retail and information industries), an attractive streetscape environment, increasing rents, low vacancies, and robust retail market demands. However, the area is missing critical amenities such as a grocery store, residents perceive a lack of parking, and certain areas adjacent to Burlingame Avenue are performing below their potential from an economic (namely retail) standpoint. The project was completed on time and within budget.



**STATUS:**

In Progress

TIMEFRAME:

2015 - 2016

BUDGET:

\$100,000

REFERENCE:

Christine Rodrigues
Planning Division
City of Livermore
1052 South Livermore Ave.
Livermore, CA 94550
(925) 960-4410
cnrodrigues@ci.livermore.ca.us

PARTNERS:

Opticos Design, Inc.

LWC was hired by the City of Livermore as the lead firm in preparing the First Street Corridor General Plan Land Use Conversion Study & Market Analysis.

The project evaluates the potential land use conversion of a 42-acre area near the downtown. A potential conversion is intended to balance and diversify the City's economic base while acknowledging its residential and environmental concerns.

To ensure project success, LWC is focusing on three core tenets in the project approach: a strong collaborative partnership with the City, compelling economic and fiscal analysis, and effective community engagement and consensus building.

LWC is in charge of the regulatory consistency analysis, market studies, land use supply/demand assessments, fiscal and discretionary spending analyses, infrastructure capacity recommendations, and report preparation, as well as project management.

Community outreach was also crucial aspect of the project, for which LWC conducted more than 20 interviews with business and property owners, distributed a survey, and facilitated a public community meeting.



EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Per attached schedule

1

3 BUDGET

Exhibit B

Prepared by Lisa Wise Consulting, Inc December 7, 2016		Morgan Hill Monterey Corridor Market and Land Use Capacity Study									
		LWC									
		Principal \$195		Senior \$147		Associate \$104		LWC Firm Total			
		Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee
TASK 1	PROJECT INITIATION AND MANAGEMENT										
1.1	Kickoff Meeting	4	\$ 780	8	\$ 1,176	8	\$ 832	20	\$ 2,788		
1.2	Document/Data Request	2	\$ 390	8	\$ 1,176	8	\$ 832	18	\$ 2,398		
1.3	Ongoing Project Management	2	\$ 390	8	\$ 1,176	4	\$ 416	14	\$ 1,982		
	SUBTOTAL - TASK 1	8	\$ 1,560	24	\$ 3,528	20	\$ 2,080	52	\$ 7,168		
TASK 2	COMMUNITY OUTREACH AND MEETINGS										
2.1	Identify Key Stakeholders	2	\$ 390	2	\$ 294	2	\$ 208	6	\$ 892		
2.2	Stakeholder Meetings (2)	12	\$ 2,340	16	\$ 2,352	8	\$ 832	36	\$ 5,524		
2.3	City Council/Planning Commission Meetings (2)	16	\$ 3,120	16	\$ 2,352	24	\$ 2,496	56	\$ 7,968		
2.4	OPTIONAL: City Council and/or Planning Commission Meeting (1)	8	\$ 1,560	8	\$ 1,176	12	\$ 1,248	28	\$ 3,984		
	SUBTOTAL - TASK 3 (without Optional Task)	30	\$ 5,850	34	\$ 4,998	34	\$ 3,536	98	\$ 14,384		
TASK 3	STUDY AREA LAND USE INVENTORY										
3.1	Study Area Site Reconnaissance Survey	-	\$ -	4	\$ 588	8	\$ 832	12	\$ 1,420		
3.2	Study Area Land Use Inventory	2	\$ 390	8	\$ 1,176	32	\$ 3,328	42	\$ 4,894		
	SUBTOTAL - TASK 3	2	\$ 390	12	\$ 1,764	40	\$ 4,160	54	\$ 6,314		
TASK 4	MARKET ANALYSIS										
4.1	Demographic and Socio-Economic Profile	1	\$ 195	8	\$ 1,176	16	\$ 1,664	25	\$ 3,035		
4.2	Commercial Market Analysis	2	\$ 390	16	\$ 2,352	48	\$ 4,992	66	\$ 7,734		
4.3	Commercial Capacity Assessment	2	\$ 390	12	\$ 1,764	32	\$ 3,328	46	\$ 5,482		
	SUBTOTAL - TASK 4	5	\$ 975	36	\$ 5,292	96	\$ 9,984	137	\$ 16,251		
TASK 5	PHASE 2 IMPLEMENTATION RECOMMENDATIONS										
5.1	Implementation Options	4	\$ 780	8	\$ 1,176	12	\$ 1,248	24	\$ 3,204		
5.2	Final Memo	4	\$ 780	8	\$ 1,176	12	\$ 1,248	24	\$ 3,204		
	SUBTOTAL - TASK 5	8	\$ 1,560	16	\$ 2,352	24	\$ 2,496	48	\$ 6,408		
	SUBTOTAL - PHASE I										
	Project Total	53	\$ 10,335	122	\$ 17,934	214	\$ 22,256	389	\$ 50,525		
	Project Total with Optional Tasks	61	\$ 11,895	130	\$ 19,110	226	\$ 23,504	417	\$ 54,509		



Exhibit B

LWC 2016 Rates

The table below lists hourly rates per LWC staff level.

Staff Level (LWC)	Hourly Rate
Principal	\$195
Director	\$160
Senior Associate	\$147
Associate	\$104

EXHIBIT C
SCHEDULE OF PERFORMANCE

All work shall be performed in conformance with proposal and shall be completed no later than September 30, 2017.

4 TIMELINE

Exhibit C

City of Morgan Hill Monterey Corridor Market and Land Use Capacity Study

Proposal - Estimated Timeline		2016/17									
PROJECT TASKS		Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	
TASK 1	Project Initiation & Management										
TASK 2	Community Outreach										
TASK 3	Study Area Land Use Inventory										
TASK 4	Market Analysis										
TASK 5	Phase 2 Implementation Recommendations										
	Meetings										



Kickoff Meeting



Stakeholder Meeting