



Special - Regular Meeting Agenda
City Council

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

Wednesday, February 7, 2018 5:30 PM

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

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

A special meeting of the City Council is called at 5:30 p.m. for the purpose of conducting commission interviews.

SPECIAL MEETING

5:30 P.M.

CALL TO ORDER

(Mayor Tate)

ROLL CALL ATTENDANCE

(Minutes Clerk Gonzalez)

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2

INTERVIEWS

1. **INTERVIEWS TO FILL THREE (3) VACANCIES ON THE LIBRARY, CULTURE, AND ARTS COMMISSION AND FOUR (4) VACANCIES ON THE PARKS AND RECREATION COMMISSION**

Recommendation:

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

REGULAR MEETING

7:00 P.M.

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

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY COUNCIL REPORTS

Council Member Carr

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PROCLAMATIONS

Proclaiming the week of February 5-9, 2018 as
Future Business Leaders of America Week

RECOGNITION

Recognizing Morgan Hill Teachers Aid Coalition's Chocolate & Wine for Valentines Fundraiser on February 10, 2018.

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

2. FIRST AMENDMENT TO BRIGHTVIEW LANDSCAPE SERVICES AGREEMENT FOR GROUPS 2 & 4

Recommendation:

Approve the First Amendment to the Maintenance Service Agreement with Brightview Landscape Services, Inc.

3. NOVEMBER 2017 FINANCIAL AND INVESTMENT REPORT

Recommendation:

Accept and file report.

4. BUDGET AMENDMENT FOR BUTTERFIELD CONNECTOR PATH

Recommendation:

Adopt resolution amending the adopted Fiscal Year 2017-18 budget to accommodate a new capital project, the Butterfield Connector Path, resulting from the award of a \$1,761,980 grant from the State of California with total project costs of \$1,910,493.

OTHER BUSINESS

5. SUICIDE PREVENTION UPDATE REPORT

Recommendation:

1. Accept report related to youth suicide prevention; and
2. Adopt the proposed suicide prevention policy.

Estimated Time: 15 Minutes

6. EMERGENCY OPERATIONS PLAN UPDATE

Recommendation:

Adopt resolution authorizing the approval, distribution, and use of the updated City of Morgan Hill's Emergency Operations Plan.

Estimated Time: 10 Minutes

7. ECONOMIC DEVELOPMENT UPDATE AND AGREEMENTS WITH THE SILICON VALLEY BUSINESS JOURNAL AND ANTICS ONLINE, INC.

Recommendation:

1. Receive an update on Economic Blueprint activities;
2. Authorize the City Manager to approve a not to exceed \$55,000 purchase order agreement for marketing with the Silicon Valley Business Journal; and
3. Direct the City Manager to negotiate and execute an agreement with Antics Online not to exceed \$65,000 for the development of an Economic Development website.

Estimated Time: 45 Minutes

8. 2018 HOUSING PROGRAM UPDATE

Recommendation:

1. Receive update on Below Market Rate (BMR) Program and process, including annual certification of rental and ownership units, vacancy report, and the Housing Work Program;
2. Receive update on Homelessness activities; Support joint efforts of Morgan Hill, Gilroy, and the County to establish permanently assigned case managers and related services for South Santa Clara County;
3. Receive update and summary on 15 New CA Housing Laws effective January 1, 2018; and
4. Direct staff to return with additional information or take steps to prepare recommended actions or preparation of policy documents to achieve greater affordable housing accountability/production.

Estimated Time: 60 Minutes

9. CANNABIS UPDATE AND COMMUNITY SURVEY

Recommendation:

1. Accept report; and
2. Provide direction on ordinance options and for community survey related to cannabis in Morgan Hill and potential other revenue opportunities.

Estimated Time: 20 Minutes

10. LEASE AGREEMENTS FOR FRIENDLY INN AND EL TORO YOUTH CENTER AND NON-PROFIT CENTER CONSTRUCTION OPTIONS

Recommendation:

1. Update the City policy statements for the Friendly Inn and El Toro Youth Center Building;
2. Authorize the City Manager to further negotiate, execute, and administer lease agreements with the Boys and Girls Club of Silicon Valley for the Friendly Inn, and Community Christian for the El Toro Youth Center Building; and
3. Receive an update on the options for constructing a new non-profit center.

Estimated Time: 15 Minutes

11. UPDATES TO SUSTAINABLE MORGAN HILL AND 2018 STRATEGIC PRIORITIES

Recommendation:

Adopt updates to Sustainable Morgan Hill, ongoing priorities, and the City Council's 2018 Strategic Priorities.

Estimated Time: 10 Minutes

12. CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Recommendation:

1. Review and revise the City Council Appointments to Outside Agencies as necessary; and
2. Direct the City Clerk to notify the appropriate agencies of the updated assignments and update the Form 806 as necessary.

Estimated Time: 5 Minutes

PUBLIC HEARING

13. ORDINANCE ESTABLISHING ADMINISTRATIVE HEARING PROCESS FOR HAZARDOUS VEGETATION CHARGES

Recommendation:

1. Open/Close public hearing;
2. Waive first and second reading of the ordinance; and
3. Introduce ordinance establishing an administrative hearing process to annually consider hazardous vegetation abatement charges.

Estimated Time: 10 Minutes

14. AUTHORIZE THE COUNTY TO COMMENCE 2018 HAZARDOUS VEGETATION ABATEMENT

Recommendation:

1. Open/Close public hearing;
2. Adopt Resolution A authorizing Santa Clara County to commence hazardous vegetation abatement activities on the attached list; and
3. Adopt Resolution B authorizing Santa Clara County to commence hazardous vegetation abatement activities for the remaining parcels.

Estimated Time: 5 Minutes

15. RESOLUTION OF INTENT TO HOLD SPECIAL BALLOT PROCEEDING FOR SANDALWOOD SUBAREA OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

Recommendation:

Open public hearing and continue public hearing to February 21, 2018.

Estimated Time: 10 Minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA)

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



Sustainable Morgan Hill Vision

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

CITY COUNCIL ONGOING PRIORITIES

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

2017 STRATEGIC PRIORITIES

High Speed Rail

Inclusiveness

Infrastructure

Regional Initiatives

Telecommunications

2017 STRATEGIC PRIORITIES:



High Speed Rail

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



Inclusiveness

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



Infrastructure

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



Regional Initiatives

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



Telecommunications

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



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Michelle Bigelow, Deputy City Clerk
APPROVED BY: City Manager

INTERVIEWS TO FILL THREE (3) VACANCIES ON THE LIBRARY, CULTURE, AND ARTS COMMISSION AND FOUR (4) VACANCIES ON THE PARKS AND RECREATION COMMISSION

RECOMMENDATION(S)

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

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust

2017 Strategic Priorities

Inclusiveness

REPORT NARRATIVE:

There are three seats on the Library, Culture, and Arts Commission (LCAC) with terms ending April 1, 2018, which include Brigitte Crawford, Lori Paul, and Paul Lake. All three commissioners were invited to apply for reappointment and recruitment efforts were conducted. The process resulted in the receipt of five applications for the LCAC. Current Commissioners Brigitte Crawford and Paul Lake have submitted their applications for reappointment, and we received three additional applications including Anthony Stenberg, Bob Benich, and Rick Dudgeon. Current commissioner Lori Paul has shared that she will not seek reappointment.

There are four seats on the Parks and Recreation Commission (PRC) with terms ending June 1, 2018, which include Bill Haskell, Craig van Keulen, LaRene Green, and Ron Locicero. All four commissioners were invited to apply for reappointment and recruitment efforts were conducted. The process resulted in the receipt of six applications for the PRC. Current Commissioners Craig van Keulen, LaRene Green, and Ron Locicero have submitted their applications for reappointment. In addition, we received applications from Lisa Cavigliano, Maureen Grzan-Pieracci, and Norvin Vogel. Current commissioner Bill Haskell has shared that he will not seek reappointment.

All applicants have been invited to interview before the City Council on February 7, 2018. Their applications are attached for Council consideration. Bob Benich is not available on February 7, 2018 and will be interviewing on February 21, 2018.

COMMUNITY ENGAGEMENT: Involve

Recruitment efforts were undertaken to encourage citizens to apply for City Council appointment consideration to the Library, Culture & Arts Commission and Parks and Recreation Commission via the Morgan Hill Times, City Website, Government Access Channel, and social media.

ALTERNATIVE ACTIONS:

At the February 7, 2018 meeting, the City Council may choose to make appointments to fill some or none of the seven total vacant seats that are available at this time. If the City Council desires to have a larger pool of applicants, it could decide to re-open the application process to solicit additional applicants to fill those seats not appointed at the February 7, 2018 meeting.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Library, Culture & Arts Commissioners serve two-year terms, with possible reappointment consideration. Every year, recruitment efforts are conducted to maintain the seven (7) member Commission.

Parks and Recreation Commissioners serve four-year terms with possible reappointment consideration. Every year, recruitment efforts are conducted to maintain the seven (7) member Commission.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact associated with the actions to interview and appoint, as the recruitment and appointment process is accommodated in the Administrative Services operating budget.

CEQA (California Environmental Quality Act):

Filling City Council vacancies is an administrative activity and as such is not a project.

LINKS/ATTACHMENTS:

1. Chapter 2.22 Master Provisions for boards and commissions
2. Chapter 2.68 Library, Culture and Arts Commission
3. Chapter 2.32 Parks and Recreation Commission
4. Anthony Stenberg LCAC Application
5. Bob Benich LCAC Application
6. Brigitte Crawford LCAC Application
7. Paul Lake LCAC Application
8. Rick Dudgeon LCAC Application
9. Craig van Keulen PRC Application
10. LaRene Green PRC Application
11. Lisa Cavigliano packet PRC Application
12. Maureen Grzan-Pieracci PRC Application
13. Norvin Vogel PRC Application
14. Ron Locicero PRC Application

Chapter 2.22

MASTER PROVISIONS FOR BOARDS AND COMMISSIONS*

Sections:

- 2.22.010 Establishment of boards and commissions.**
- 2.22.030 Clerk and secretary.**
- 2.22.040 Rules of procedure.**
- 2.22.050 Rules of attendance.**
- 2.22.060 Meetings.**
- 2.22.070 Compensation.**
- 2.22.080 Effect.**

* Prior ordinance history: Ords. 811 N.S., 890 N.S., 891 N.S., 1607 N.S. and 1719 N.S.

2.22.010 Establishment of boards and commissions.

A. There are established within the city the following boards and commissions:

1. Planning commission;
2. Parks and recreation commission;
3. Library, culture and arts commission; and
4. Disaster council.

B. Unless otherwise set forth, all members of boards, commissions and committees shall be residents of the city and shall continue to be residents of the city during their terms of office. Notwithstanding the foregoing, individuals who reside within the Morgan Hill Unified School District boundary and who do not otherwise reside in any city other than Morgan Hill may be appointed to boards, commissions and committees provided that no more than thirty percent of the members of any board, commission or committee shall be non-Morgan Hill residents.

C. Members shall be appointed by the mayor subject to approval of a majority vote of the city council and may be removed without cause by vote of any three members of the city council.

D. The appointment terms of members may be extended, at the discretion of the city council, until such time as a successor member may be appointed and take office.

E. Vacancies in the commission occurring other than by expiration of term shall be filled for the unexpired term in the same manner as original appointments.

F. The members of the commission shall organize the commission and shall elect from its members a chair and vice-chair and such other officers as may be necessary in accordance with adopted city council policy. (Ord. 1778 N.S. § 2 (part), 2006)
(Ord. No 1930 N.S., § 2, 4-22-2009; Ord. No. 1935 N.S., § 1, 6-3-2009)

2.22.030 Clerk and secretary.

The city clerk or designate shall also act as clerk for each of the boards and commissions and shall have authority to sign any official notices and also to certify any resolution of the commissions or boards. The city council may appoint a person not a member of the commission or board to act as secretary of the commission or board. The secretary shall keep a record of all proceedings of said board or commission, its resolutions, its findings and actions, which records shall be a public record and kept with the city clerk in the City Hall building. (Ord. 1778 N.S. § 2 (part), 2006)

2.22.040 Rules of procedure.

A. The chair shall preside at all meetings of the board or commission. The vice chair shall assume the duties of the chair in the absence of or in case of inability of the chair.

B. A majority of the members of the commission or board shall constitute a quorum for the transaction of business.

C. Unless otherwise specified herein, each board or commission may adopt its own rules and regulations for the transaction of its business. Such rules shall be subject to approval of the city council before becoming effective. (Ord. 1778 N.S. § 2 (part), 2006)

2.22.050 Rules of attendance.

If any member is absent from three of any six consecutive regular board or commission meet-

2.22.050

ings, unless such absence is with the permission of the chair, or vice chair in absence of the chair, expressed in the official minutes, the member's seat shall be deemed vacated. The city manager shall so notify the city council and the council shall take action to fill the seat within a reasonable period of time. (Ord. 1778 N.S. § 2 (part), 2006)

2.22.060 Meetings.

Unless otherwise specified, the commission shall hold regular meetings once every two months at a designated time and place which shall be fixed and determined by the commission and entered upon in its minutes. Special meetings of the commission may be called at any time by the chair or by a majority of the members of the board upon notice being given to all members of the board and to all news media at least twenty-four hours in advance of the meetings, as required by the laws of the state of California. (Ord. 1778 N.S. § 2 (part), 2006)
(Ord. No. 1930 N.S., § 3, 4-22-2009)

2.22.070 Compensation.

Members of the boards and commissions shall serve without compensation but may receive reimbursement for actual and necessary expenditures made or incurred in the performance of their prescribed duties in accordance with state law and the Municipal Code and policies of the city of Morgan Hill. (Ord. 1778 N.S. § 2 (part), 2006)

2.22.080 Effect.

Nothing in this chapter shall be construed as restricting or curtailing any of the powers of the city council or city officers as defined by the laws of the state of California or by this Municipal Code. Except as otherwise set forth in Chapter 2.36, the city council declares that the public interest and convenience require the appointment of the boards and commissions established pursuant to Section 2.22.010 to act purely in an advisory capacity to the city council. (Ord. 1778 N.S. § 2 (part), 2006)

Chapter 2.68**LIBRARY, CULTURE AND ARTS
COMMISSION****Sections:**

- 2.68.010 Created.**
2.68.020 Membership—Terms of office.
2.68.030 Powers and duties.

2.68.010 Created.

There is established a new commission which is entitled the “library, culture and arts commission” to serve in an advisory capacity to the city council. (Ord. 1778 N.S. § 9 (part), 2006: Ord. 1374 N.S. § 1 (part), 1998)

2.68.020 Membership—Terms of office.

The commission shall consist of seven members. Members shall not be officials or employees of the city, county library employees nor paid members of any organization receiving financial support from the city for library and art services. (Ord. 1778 N.S. § 9 (part), 2006: Ord. 1559 N.S. § 1, 2002: Ord. 1407 N.S. § 5, 1998; Ord. 1382 N.S. § 1, 1998; Ord. 1374 N.S. § 1 (part), 1998)

2.68.030 Powers and duties.

The powers and functions of the commission shall be as follows:

- A. To act in an advisory capacity to the city council in all matters pertaining to library, culture and arts in the community;
- B. To serve as a liaison between the city and the Santa Clara County library;
- C. To consult with private community groups supportive of library, culture and art programs and serve as a liaison between such groups and the city;
- D. To provide advice and recommendations regarding the adequacy of existing library facilities and operations;
- E. To look for opportunities for participation of artists and performers in city-sponsored activities, and ways to encourage community involvement in the arts;

F. To work cooperatively with city boards and commissions and other public and private organizations in creating and promoting art and cultural programs and activities within the city;

G. To coordinate and strengthen existing organizations in the arts and develop cooperation with regional organizations;

H. To make recommendations to the city council regarding the funding of community art projects, including the search for private and public grants, and regarding the disbursement of revenues consistent with the needs of the community;

I. To review and make recommendations to the city council upon all works of art to be acquired by the city, either by purchase, gift or otherwise, and exterior works of art installed in the city on public property;

J. To recommend to the city council the adoption of such ordinances or policies as it may deem necessary for the administration and preservation of the arts and cultural development of the city;

K. To perform such other tasks as may be expressly requested of it by the city council;

L. To conduct such other hearings as are necessary and in accordance with its own rules and regulations for the transaction of its business, or rules for conduct; and

M. To report its decisions and recommendations relating to the above matters, in writing to the city council. (Ord. 1778 N.S. § 9 (part), 2006: Ord. 1374 N.S. § 1 (part), 1998)

Chapter 2.32

PARKS AND RECREATION COMMISSION*

Sections:

2.32.010 Created.

2.32.020 Membership—Terms of office.

2.32.030 Powers and duties.

* Prior ordinance history: Ord. 1368 N.S.

2.32.010 Created.

There is established a new commission which is entitled the "Morgan Hill parks and recreation commission" to serve in an advisory capacity to the city council. (Ord. 1778 N.S. § 4 (part), 2006)

2.32.020 Membership—Terms of office.

The commission shall consist of seven members. Members shall not be officials or employees of the city nor be paid members of any organization receiving financial support from the city. Notwithstanding any language to the contrary, the mayor and city council may appoint a Morgan Hill Unified School District official as a member of the commission.

For the first seven members appointed, the terms of three of the members shall expire on May 1, 1999, and the terms of four of the members shall expire on May 1, 2000. All new full term appointments after April 1, 2006 shall be for a period of four years. (Ord. 1778 N.S. § 4 (part), 2006)

2.32.030 Powers and duties.

The powers and functions of the commission shall be as follows, provided that nothing in this Chapter 2.32 shall be construed to give the commission power or duty to supervise or administer any public buildings, public parks, streets or other public property or programs:

A. To hold hearings on matters pertaining to planning and development of parks, trails, recreation programs for all segments of the population,

bicycle facilities, and capital expenditures related to parks, trails, recreational facilities, and bicycle facilities;

B. To facilitate coordination of the efficient and effective use of recreation facilities by other public, private, and non-profit groups and organizations to city residents;

C. To consider, formulate and propose fiscally prudent programs, activities, resources, plans and development designed to provide for, regulate, and direct the future growth and development of the parks facilities and recreation programming for the people of the city;

D. To make investigations and reports for future acquisition of park sites;

E. To review opportunities for joint use of recreation/parks, and storm retention/detention;

F. To act on behalf of the city and function as the City of Morgan Hill Bicycle and Trails Advisory Committee;

G. To conduct such other hearings as are necessary and in accordance with its own rules and regulations for the transaction of its business, or rules for conduct; and

H. To report its decisions and recommendations relating to the above matters, in writing to the city council. (Ord. 1778 N.S. § 4 (part), 2006) (Ord. No. 1930 N.S., § 4, 4-22-2009)

10 - Commission Member

Contact Information -- Person ID: 35120217

Name: Anthony Stenberg Address: [REDACTED]
Morgan Hill, California 95037
US

Home Phone: [REDACTED] Alternate Phone:
Email: [REDACTED] Former Last
Name:
Month and Day of Birth: [REDACTED]

Personal Information

Driver's License: Yes, California , [REDACTED] , Class C
Can you, after employment, submit proof of
your legal right to work in the United States? Yes
What is your highest level of education? Master's Degree

Preferences

Preferred Salary:
Types of positions you will accept:
Types of work you will accept:
Types of shifts you will accept:

Objective

To help promote and build community through the arts and culture of Morgan Hill

Education

College
San Jose State University
1999 - 2001
San JOse, California

Did you graduate: Yes
College Major/Minor: Fine/Studio Arts, General
Degree Received: Bachelor's

High School
James Lick high school
8/1989 - 6/1993
San Jose, California

Did you graduate: Yes
Highest Level Completed: Other
Did you receive a GED? No
Degree Received: High School Diploma

Work Experience

Art Teacher
8/2007 - 6/2017

Hours worked per week: 40
of Employees Supervised: 0
Name of Supervisor: Laurie Aknin - Director of
Personnel
May we contact this employer? Yes

Mount Pleasant School District
3434 Marten Avenue, San Jose, CA 95148
San Jose, California 95037
408 223-3700

Duties

Create lessons in art for grades K-8. Opened new charter school Ida Jew Academy, as the visual arts teacher. Managed student behavior. Modeled positive behavior, instruction, and level of professionalism in the classroom. Managed budget for visual arts. Ordered supplies. Maintain safe and comfortable learning environment. Grading based on performance and state and national art standards.

Reason for Leaving

To open Morgan Hill Art School

Certificates and Licenses

Attachment: Anthony Stenberg LCAC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

Type: Single Subject Teaching Credential
in Art

Number:

Issued by:

Date Issued: 2 /2004 Date Expires: 2 /2018

Skills

Office Skills

Typing:

Data Entry:

Additional Information

References

Professional
Burk, Angela
Director Of Marketing
[REDACTED]

Professional
Curtis, Patty
Art Teacher
[REDACTED]

Resume

Text Resume

City of Morgan Hill has chosen not to collect this information for this job posting.

Attachments

Attachment	File Name	File Type	Created By
17.doc	17.doc	Resume	Job Seeker
cover letter MH.docx	cover letter MH.docx	Cover Letter	Job Seeker

Agency-Wide Questions

- Q: Were you ever discharged from employment or forced to resign?
A: No
- Q: Are you now or have you ever been employed by the City of Morgan Hill?
A: No
- Q: Do you have a relative who is an official or employee of the City of Morgan Hill?
A: No

Supplemental Questions

- Q: Which commission are you interested in serving?
A: Library, Culture, and Arts Commission
- Q: Please attach a resume or briefly describe your background listing the qualifications and skills which you can contribute to the Commission.
A: [REDACTED], Morgan Hill, Ca 95037

Attachment: Anthony Stenberg LCAC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

Anthony J. Stenberg

[REDACTED] Morgan Hill, Ca 95037
[REDACTED]

Anthony J. Stenberg

Objective

[REDACTED], Morgan Hill, Ca 95037
[REDACTED]

Anthony J. Stenberg

Objective

I have an Art Credential. Full-time Art Teacher for over 12 years. Opened a charter school. Created art curriculum for an entire school district. Founder and Director of Morgan Hill Art School. Teach many students art in Morgan Hill. I have exhibited art throughout Morgan Hill.

-
- 3.** Q: Have you served on any other citizen advisory commissions or committees? If so, please list and briefly explain the purpose of each committee.

A: no

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- 4.** Q: What do you believe to be the role of the commission you are interested in serving on and why would you like to serve on this commission?

A: To promote arts and culture in our community. I love Art I opened an Art School in Morgan Hill. I want to see more arts and culture throughout our city. I want to make opportunities for local artists and arts students. To promote public art.

-
- 5.** Q: What skills and/or experience do you believe would be important to your role as a commissioner?

A: I am an art teacher and I opened an Art School. As stated before I have the necessary experience to be a successful member.

-
- 6.** Q: How would you know if the commission is successful in supporting the City Council's Goals, Priorities, and Strategies?

A: We should evaluate the commission. Public opinion is key.

-
- 7.** Q: What would you like to accomplish as a member of the commission?

A: To promote arts and culture in our community. I love Art I opened an Art School in Morgan Hill. I want to see more arts and culture throughout our city. I want to make opportunities for local artists and arts students. To promote public art.

-
- 8.** Q: What are the greatest opportunities facing the community in regards to this commission?

A: Increase in building and new public spaces opening such as parks. With the building in the downtown area we have the opportunity to have high exposure of the arts. More plays, theater shows, music, art shows, family events. etc.

-
- 9.** Q: If you are an incumbent seeking reappointment, check all that apply:

A: Not applicable

10. Q: If you are assigned to a special project, please identify the project:

A:

To whom it may concern,

My name is Anthony Stenberg. I am the Director and founder of Morgan Hill Art School. We are a new art school in town and we opened in September. Our goal is to help create and build community through art. With a seat on the Library, Culture, and Arts Commission I feel I can greatly help fulfill the vision of our school and in turn also build and promote arts throughout us comminute.

I would love to see opportunities for artists both professional and students to create and display art throughout our cities buildings and public lands. I feel we are on our way to having a wonderful artistic community but some work can be done.

I would like to promote more art classes for people of all ages and abilities. I would love to promote more art shows and competitions to promote the arts and communication.

My twelve plus years of experience as an art educator in public schools gives me the knowledge and abilities to be a key member of this commission.

I am a proud member of Morgan hill community and I would love the opportunity to make our great city even more creative.

Thank you,
Anthony Stenberg

[REDACTED]

[REDACTED], Morgan Hill, Ca 95037
[REDACTED]

Anthony J. Stenberg

Objective

A Challenging Position that will effectively utilize acquired skills and abilities.

Qualifications

- ◆ **Innovative Professional** with more than **Fifteen Years** of successful experience in a variety of media.
- ◆ **Expertise** in Art History, art Production, Critical Analysis, and standards based curriculum development.
- ◆ **Proven Ability** to effectively handle multi-task levels of responsibility in a fast paced environment.
- ◆ **Exceptional** verbal/written communication, interpersonal, intuitive, organizational and leadership skills.
- ◆ **Thrive** in both independent and collaborative work environments.
- ◆ **Quick Study** with ability to easily grasp and put into application new ideas, concepts, methods, and technologies.
- ◆ **Energetic** and self-motivated team player/builder.
- ◆ **Proficient** in the uses of various computer programs and software applications.

Educational Experience

Ida Jew Academies-San Jose, Ca

Art Teacher, 08/10-06/17

Opened charter school which has an Arts, Language, and Technology Academy. Develop, and instruct Standards Based weekly art classes for Grades K-6. Collaboration with all Academies. Design and conduct five exhibitions per year.

August Boeger Middle School- San Jose, Ca

Art Teacher, 08/07-06/17

Teach art to grades 6-8. Developed a rewarding standards based curriculum for art in which students with out previous art experience could thrive and be successful.

Mt. Pleasant School District- San Jose, Ca

District Art Teacher, 08/07-06/09

Created an Art Curriculum for all students grades K-8. Design and conduct yearly district art exhibition. Provided staff developments for grades K-6.

Saratoga High School- San Jose, Ca

Art Teacher, 08/06-06/07

Maintain safety and class management in line with district and school policies. Implement art assignments and system of procedures. Provide supervision responsibilities are part of this teamwork.

Education

National University- San Jose, Ca

Single Subject Art Credential, 2004

Masters of Education, 2007

San Jose State University- San Jose, Ca

B.A. Studio Art Preparation for Art Education



Form Center

Volunteer Application

Thank you for your interest in volunteering with the City of Morgan Hill. Please complete the following information and click submit at the bottom to apply for a volunteer position.

Full Name (Last, First, Middle)*

Robert Benich

Please list your name in the following order (Last, First, Middle)

Birth Year*

██████

Address *

██████ ████████

City*

Morgan Hill

State*

CA

Zip Code*

95037

Email Address*

████████████████████

Phone Number*

████████████████

Please include the best number to reach you at.

Area(s) of Interest

Please choose the areas you are most interested in.

- | | |
|---|---|
| ☐ Environmental Programs | ☐ Volunteer Driver Program |
| ☐ Youth Programs | ☐ Senior Programs |
| ☐ Aquatics Programs | ☐ Special Projects |
| ☐ Administrative Support | ☐ Special Events |
| ☐ Fitness Programs | ☐ Maintenance (Parks, Facilities, Streets) |
| ☐ YMCA Programs | |

Other languages spoken?

Please select the languages you speak.

- | | |
|-------------------------------------|-----------------------------------|
| ☐ English | ☐ Bengali |
| ☐ Spanish | ☐ Russian |
| ☐ Vietnamese | ☐ Japanese |
| ☐ Mandarin | ☐ French |
| ☐ Hindi | ☐ German |
| ☐ Urdu | ☐ Punjabi |
| ☐ Portuguese | ☐ Other |

What are your skills/ What is your background?

1.e

Library, Cultural and Arts Commission

What is your availability? *

Beginning February 2018

Please provide information on your availability. Please be as specific as possible.

I'm not a robot

reCAPTCHA
[Privacy](#) - [Terms](#)

☒ Receive email copy

Email address

This field is not part of the form submission.

* indicates a required field

Attachment: Bob Benich LCAC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

10 - Commission Member

Contact Information -- Person ID: 35033611

Name: BRIGITTE A CRAWFORD Address: [REDACTED]
Morgan Hill, California 95037
US

Home Phone: [REDACTED] Alternate Phone:
Email: [REDACTED] Former Last
Name:
Month and Day of Birth: [REDACTED]

Personal Information

Driver's License: Yes, California , [REDACTED] , Class A
Can you, after employment, submit proof of your legal right to work in the United States? Yes
What is your highest level of education? Associate's Degree

Preferences

Preferred Salary:
Types of positions you will accept:
Types of work you will accept:
Types of shifts you will accept:

Objective**Education**

College
Sierra Community
9/1986 - 5/1989
ROCKLIN, California

Did you graduate: Yes
College Major/Minor: Communication
Studies
Units Completed: 68 Quarter
Degree Received: Associate's

Work Experience

Owner, Personal Trainer, Nutritionist
5/2010 - 7/2015

Hours worked per week: 40
May we contact this employer?

PU'ALI FITNESS
GRASS VALLEY, California

Duties

Confer with clients to develop strategies for their unique fitness level, and to explain and guide them through both a physical and dietary program.

Keep informed of industry trends and deals. Prepare monthly statements for clients. As a business owner, I was responsible for not only the success and progress of my clients, but for the care and maintenance of fitness equipment, keeping up with industry trends, bookkeeping, advertising promotion as well as community engagement.

Customer Service Agent

9/2011 - 4/2013

Hours worked per week: 40
May we contact this employer?

IRONMIND ENTERPRISES, INC
NEVADA CITY, California

Duties

Confer with customers by telephone or via email to provide information about products or services, take or enter orders, cancel accounts, or obtain details of complaints. Follow-up to ensure that appropriate changes were made to resolve customers' concerns. Solicit sales of new or additional services and/or products. Technical responsibilities included but not limited to conversion of print media to eBook format(s) (Amazon, Nook, EZRead), photo content editor of MILO Journal and HRIS benefits module application.

Human Resource Specialist

6/1999 - 5/2001

Hours worked per week: 40

May we contact this employer?

GRASS VALLEY GROUP
NEVADA CITY, California

Duties

Address employee relations issues, such as harassment allegations, work complaints, or other employee concerns. Conduct exit interviews and ensure that necessary employment termination paperwork is completed.

Conduct reference or background checks on job applicants.

Confer with management to develop or implement personnel policies or procedures. Develop or implement recruiting strategies to meet current or anticipated staffing needs, special projects and/or expansion of product line. Hire employees and process hiring-related paperwork. Interview job applicants to obtain information on work history, training, education, or job skills. Manage relocation packages for more than 18 employees during company's transition of both ownership and location (Beaverton, OR to Nevada City, CA). Perform searches for qualified job candidates, using sources such as computer databases, networking, Internet recruiting resources, media advertisements, job fairs, recruiting firms, or employee referrals. Researched, became primary decision maker on new HRIS System and continued with both technical HRIS implementation and employee training for both the Human Resource and Payroll Departments.

Human Resource Specialist

1/1997 - 6/1999

Hours worked per week: 40

May we contact this employer?

COHERENT
AUBURN, California

Duties

New Hire Orientation Program Implementation for both Exempt and Non-Exempt Employees. Conduct exit interviews and ensure that necessary employment termination paperwork is completed.

Conduct reference or background checks on job applicants. Manage/Administer Employee Programs (College Tuition Assistance, Technology Financing, Employee Referral Program, Group Targeted Evaluations)

Develop or implement recruiting strategies to meet current or anticipated staffing needs. Hire employees and process hiring-related paperwork.

Interview job applicants to obtain information on work history, training, education, or job skills. Maintain current knowledge of Equal Employment Opportunity (EEO) and affirmative action guidelines and laws, such as the Americans with Disabilities Act (ADA).

Perform searches for qualified job candidates, using sources such as computer databases, networking, Internet recruiting resources, media.

Customer Service Manager
6/1989 - 11/1996

Hours worked per week: 40
May we contact this employer?

BEL AIR MARKETS
CARMICHAEL, California

Duties

Provide customer service by greeting and assisting customers, and responding to customer inquiries and concerns. Direct and supervise employees engaged in sales, inventory-taking, reconciling cash receipts, 15 cash registers, and/or in performing services for customers. Monitor sales activities to ensure that customers receive excellent service and quality goods. Instruct staff on how to handle difficult and complicated sales. Perform work activities of subordinates, such as cleaning and organizing shelves and displays and selling merchandise when needed. Plan and prepare work schedules and keep records of employees' work schedules and time cards. Responsible for weekly sales projects, labor costs and weekly payroll processing of 138+ employees within three labor unions

Confer with company officials to develop methods and procedures to increase sales, expand markets, and promote business.

Certificates and Licenses

Type: Sexual Assault/Domestic Violence

Number: N/A

Issued by: Community Solutions

Date Issued: 8 /2016 Date Expires:

Type: Certified Personal Trainer and Sports
Nutritionist

Number: AMP0831147

Issued by: AMFPT

Date Issued: 3 /2013 Date Expires:

Skills

Office Skills

Typing:

Data Entry:

Additional Information

Professional Associations

United States Bartenders Guild, Silicon Valley Chapter

Professional Associations

President, and Vice President Nevada County Business Builders Chapter

References

Professional

Rechenmacher, Mary

Professional

Diaz Salazar, Cristian

Professional

Librers, Marilyn

Resume**Text Resume**

City of Morgan Hill has chosen not to collect this information for this job posting.

Attachments

Attachment	File Name	File Type	Created By
LCACResume.pdf	LCACResume.pdf	Resume	Job Seeker
BCCoverLCAC.pdf	BCCoverLCAC.pdf	Cover Letter	Job Seeker

Agency-Wide Questions

1. Q: Were you ever discharged from employment or forced to resign?

A: No

2. Q: Are you now or have you ever been employed by the City of Morgan Hill?

A: No

3. Q: Do you have a relative who is an official or employee of the City of Morgan Hill?

A: No

Supplemental Questions

1. Q: Which commission are you interested in serving?

A: Library, Culture, and Arts Commission

2. Q: Please attach a resume or briefly describe your background listing the qualifications and skills which you can contribute to the Commission.

A: Current member of the LCA Commission (appointed June 2017). Involved in several sub-committees.

3. Q: Have you served on any other citizen advisory commissions or committees? If so, please list and briefly explain the purpose of each committee.

A: Lake of the Pines Board of Directors - HOA of 2037 homes/parcels, more than 5000 members and operating budget of \$4.5 million

4. Q: What do you believe to be the role of the commission you are interested in serving on and why would you like to serve on this commission?

A: I would like to continue my involvement in the community and on the Commission since my start date of July 2017

5. Q: What skills and/or experience do you believe would be important to your role as a commissioner?

A: Excellent verbal and written skills, work well in a environment and possess both a global and hometown view point of Morgan Hill's needs/concerns/opportunities

6. Q: How would you know if the commission is successful in supporting the City Council's Goals, Priorities, and Strategies?

A: Bringing forth well-researched ideas and proposals to the council as well as following through on projects/requests from the Council with due diligence

7. Q: What would you like to accomplish as a member of the commission?

A: Continue to support City Council and our Community with Art installations, expanded

Library programs and other engagements that promote a better appreciation for all that our community has to offer to both residents and visitors

8. Q: What are the greatest opportunities facing the community in regards to this commission?

A: Increasing knowledge and access to our Community's history while providing opportunity for more engagement in our present and future improvements

9. Q: If you are an incumbent seeking reappointment, check all that apply:

A: You are currently serving on a committee

10. Q: If you are assigned to a special project, please identify the project:

A:

Brigitte A Crawford

January 14, 2018

Dear Council Members,

I am hereby submitting my application for your review. Now that I have completed seven months of my ten month term, I can express, with confidence, my greater understanding of the commission and its role within the community. Two of my subcommittees have included the Art/Mural installation for the Depot Street park and the newly adopted partnership with the MH Historical Society. I feel that I have successfully past a 'probationary' period and can 'hit the ground running' for the next 2-year term.

Thank you for your time and consideration, I look forward to continuing my active role as a member of the Library and Cultural Arts Commission

Sincerely yours,

Brigitte A Crawford

Attachment: Brigitte Crawford LCAC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

[REDACTED], Morgan Hill, CA 95037 [REDACTED]

BRIGITTE A CRAWFORD



Morgan Hill, CA
95037

Profile

- A dedicated professional with 10+ years combined experience as a department manager and customer service professional in retail, hospitality and high-tech environments.
- Confident, articulate, professional speaking and written abilities (and experience).
- Organized, effective problem solver and experienced in both large scale and immediate need project management.
- Now seeking to contribute my experience, skills and expertise to the be re-appointed to the Morgan Hill Library & Cultural Arts Commission.

Experience

PU'ALI FITNESS, GRASS VALLEY, CA

Owner, Personal Trainer, Nutritionist, May 2010 – Jul 2015

Confer with clients to develop strategies for their unique fitness level, and to explain and guide them through both a physical and dietary program.

Keep informed of industry trends and deals. Prepare monthly statements for clients. As a business owner, I was responsible for not only the success and progress of my clients, but for the care and maintenance of fitness equipment, keeping up with industry trends, bookkeeping, advertising promotion as well as community engagement.

IRONMIND ENTERPRISES, INC, NEVADA CITY, CA

Customer Service Agent, Sep 2011 – Apr 2013

Confer with customers by telephone or via email to provide information about products or services, take or enter orders, cancel accounts, or obtain details of complaints. Follow-up to ensure that appropriate changes were made to resolve customers' concerns. Solicit sales of new or additional services and/or products. Technical responsibilities included but not limited to conversion of print media to eBook format(s) (Amazon, Nook, EZRead), photo content editor of MILO Journal and HRIS benefits module application.

GRASS VALLEY GROUP, NEVADA CITY, CA

Human Resource Specialist, Jun 1999 – May 2001

Address employee relations issues, such as harassment allegations, work complaints, or other employee concerns. Conduct exit interviews and ensure that necessary employment termination paperwork is completed.

Conduct reference or background checks on job applicants.

Confer with management to develop or implement personnel policies or

procedures. Develop or implement recruiting strategies to meet current or anticipated staffing needs, special projects and/or expansion of product line. Hire employees and process hiring-related paperwork. Interview job applicants to obtain information on work history, training, education, or job skills. Manage relocation packages for more than 18 employees during company's transition of both ownership and location (Beaverton, OR to Nevada City, CA). Perform searches for qualified job candidates, using sources such as computer databases, networking, Internet recruiting resources, media advertisements, job fairs, recruiting firms, or employee referrals. Researched, became primary decision maker on new HRIS System and continued with both technical HRIS implementation and employee training for both the Human Resource and Payroll Departments.

COHERENT AUBURN, CA

Human Resource Specialist, Jan 1997 – June 1999

New Hire Orientation Program Implementation for both Exempt and Non-Exempt Employees. Conduct exit interviews and ensure that necessary employment termination paperwork is completed.

Conduct reference or background checks on job applicants. Manage/Administer Employee Programs (College Tuition Assistance, Technology Financing, Employee Referral Program, Group Targeted Evaluations)

Develop or implement recruiting strategies to meet current or anticipated staffing needs. Hire employees and process hiring-related paperwork.

Interview job applicants to obtain information on work history, training, education, or job skills. Maintain current knowledge of Equal Employment Opportunity (EEO) and affirmative action guidelines and laws, such as the Americans with Disabilities Act (ADA).

Perform searches for qualified job candidates, using sources such as computer databases, networking, Internet recruiting resources, media.

BEL AIR MARKETS, CARMICHAEL, CA

Customer Service Manager, Jun 1989 – Nov 1996

Provide customer service by greeting and assisting customers, and responding to customer inquiries and concerns. Direct and supervise employees engaged in sales, inventory-taking, reconciling cash receipts, 15 cash registers, and/or in performing services for customers. Monitor sales activities to ensure that customers receive excellent service and quality goods. Instruct staff on how to handle difficult and complicated sales. Perform work activities of subordinates, such as cleaning and organizing shelves and displays and selling merchandise when needed. Plan and prepare work schedules and keep records of employees' work schedules and time cards. Responsible for weekly sales projects, labor costs and weekly payroll processing of 138+ employees within three labor unions

Confer with company officials to develop methods and procedures to increase sales, expand markets, and promote business.

Education

SIERRA, ROCKLIN, CA

A.A. Communication Studies

CSU SACRAMENTO, SACRAMENTO, CA

B.A. English (in process)

Skills/Affiliations

Library and Cultural Arts Commissioner (City of Morgan Hill)

United States Bartenders Guild, Silicon Valley Chapter Member

Leadership Morgan Hill Class of 2017

Sexual Assault/Domestic Violence Advocate (Community Solutions)

Certified Personal Trainer and Sports Nutritionist

Business Networking International (2011-2015, Past Secretary/Treasurer,

President, and Vice President Nevada County Business Builders Chapter)

Former Girl Scout Troop Leader (5 years)

Former Cub Scout Assistant Cub Master/Den Leader (7 years)

Art Docent Coordinator for both the Pleasant Ridge Unified School District and

Sierra Montessori Academy (13 years)

References

Mary Rechenmacher, Asst. Manager, Disney Store, Oakridge Mall, San Jose, CA

[REDACTED]

Cristian Diaz Salazar, Bar Lead, Trader Sam's, Disneyland Hotel [REDACTED]

Marilyn Libers, City of Morgan Hill, [REDACTED]

10 - Commission Member

Contact Information -- Person ID: 35015810

Name: Paul H Lake Address: [REDACTED]
Morgan Hill , California 95037
US

Home Phone: [REDACTED] Alternate Phone:
Email: [REDACTED] Former Last
Name:
Month and Day of Birth: [REDACTED]

Personal Information

Driver's License: Yes, California , [REDACTED] , Class C
Can you, after employment, submit proof of
your legal right to work in the United States? Yes
What is your highest level of education? Master's Degree

Preferences

Preferred Salary:
Types of positions you will accept:
Types of work you will accept:
Types of shifts you will accept:

Objective

Education

College <i>California State University - East Bay</i> [Unspecified Start] - [Unspecified End] Hayward, California	Did you graduate: Yes College Major/Minor: Computer Science Degree Received: Bachelor's
College <i>Middlesex University</i> [Unspecified Start] - [Unspecified End] London, International	Did you graduate: Yes College Major/Minor: Computer Programming Studies Degree Received: Associate's
Graduate School <i>San Jose State University</i> [Unspecified Start] - [Unspecified End] San Jose, California	Did you graduate: Yes College Major/Minor: Engineering Management Degree Received: Master's

Work Experience

Senior Director, Cloud Business Operations Hours worked per week: 40
3/2006 - Present May we contact this employer? Yes

Oracle Corporation
www.oracle.com
500 Oracle Parkway
Redwood Shores, California
1.800.392.2999

Duties

I lead a Cloud Business Operations Team:
Business Operations – Optimize spend, reduce costs, mitigate risk - Cost Savings Analysis and
reporting – Margin Matters!

Supplier Management - We manage supplier contracts, renewals, negotiations and the approvals workflow. We work with our Oracle business partners in Procurement to secure the best pricing for our lines of business

Cloud Deal Management & Policies – We manage cloud deal approvals (DAS), working with our cloud SMEs and Global Business Units deal management partners. We work with Global Business Practices on any changes to our contract structure, and work with our SMEs on RFP/RFI questions. Provide oversight on the GBU Hosting and Delivery Pillar document, and cloud business practices approvals, working with our Oracle cloud partners to align policies

Mergers and Acquisitions - M&A integration into the Oracle Cloud business practices and cloud hosting and delivery contract structure. Provide M&A supplier contract tracking and support e.g. Dataraker, Instantis, Micros, Textura, Opower. Support and train the acquired teams on how to integrate with Oracle supplier payment processes

Senior Director - Customer Support & Development
9/2010 - 9/2012

Hours worked per week: 40
May we contact this employer? Yes

Oracle - Health Sciences Business Unit
Redwood Shores, California

Duties

Led Change Management efforts to make acquired companies successful within Oracle, post-merger
Integrated and led acquired Phase Forward and Oracle legacy Health Science support teams
Led 80+ global team of Cloud Support, Customer Success Managers, and Development Support
Trained legacy support to execute cloud support and implemented a cloud support model
Increased Customer Satisfaction from 83% to 91%
Reduced Customer total cost of ownership by implementing a Top Account program to proactively monitor, engage, and manage all top revenue customer engagement
Track support effectiveness on Global Relationship Survey (GRS) & Satmetrix Net Promoter score
Managed \$10 Million dollar CAPEX and OPEX budget tied to the 24x7 global support

Reason for Leaving

Did not leave - changed job roles

Director, CRM Products
3/2002 - 9/2010

Hours worked per week: 40
May we contact this employer? Yes

Oracle
Redwood Shores, California

Duties

Member of Siebel Support Integration Team, asked to manage Siebel cloud support team of 130
Created a unifying DNA for the acquired team, keeping churn due to acquisition to less than 2%
Led a global Cloud team to increase customer satisfaction by 20% in 6 months
Created Customer Success Advisory team, leading to improved on boarding, and higher adoption
2008 awards - with Outstanding Team, Outstanding 'Leadership and Passion'
Represented Oracle at Technology Services World on 'Realizing the value of SaaS' panel (May 2009)
Invited by Service Strategies to speak at the SSPA Conference on 'Successful SaaS Strategy' (2008)

Reason for Leaving

did not leave - changed job roles

Director of Support
2/2000 - 3/2006

Hours worked per week: 40
May we contact this employer? Yes

Oracle/ PeopleSoft
Pleasanton, California

Duties

Built a PeopleSoft CRM support team after PeopleSoft acquired Annuncio
Managed support team of 30 to achieve Customer Sat scores greater than 92% for over 2 years
Implemented Top 10 Customers Success Program, reducing upgrade/install issues by 80%
Honored with a CRM Support 'Commitment to Excellence' award

Reason for Leaving

Did not leave - Oracle bought Peoplesoft, and I became an Oracle employee

Director - Customer Support

2/2000 - 3/2002

Hours worked per week: 40

May we contact this employer? No

Annuncio Software
Mountain View, California

Duties

Built and managed a top performing Cloud Customer Success team of 12 at a cloud startup
Instituted weekly Resolution meetings with Dev and Support to resolve top priority customer issues
Successfully advocated for enterprise level cloud testing, dramatically reducing customer down time
Awarded Annuncio's 'Top Dog' honor for 'Strongest Customer Advocate'

Reason for Leaving

Did not leave - Annuncio was bought by Peoplesoft and is no more. I became a Peoplesoft employee.

Technical Support Manager

9/1994 - 2/2000

Hours worked per week: 40

May we contact this employer? No

Plexus Computers
Santa Clara, California

Duties

Manager of 3 different Support teams -Call Center, Product Support for Claimplex and Floware
Retrained Tier 1 to a technical team, resulting in over 32% closure rate by Tier 1 team in 6 months
Member of Plexus Chairman's 'Circle of Excellence'

Reason for Leaving

Went to Annuncio, a startup , and joined my former boss to help her start and run a support organization.

Senior Software Engineer

8/1990 - 8/1995

Hours worked per week: 40

May we contact this employer? No

Consilium
Mountain View, California

Duties

Trained a group of sixty engineers on how to use the dev and test Build Environments
Developer and Project Leader in coding the new Development and Build Environments for HP-Unix
Above & Beyond award winner for exceptional job performance and initiative

Reason for Leaving

Wanted to do Customer Support - I discovered I loved to help people, rather than code.

Certificates and Licenses**Skills**

Office Skills

Typing:

Data Entry:

Additional Information**References****Resume****Text Resume**

City of Morgan Hill has chosen not to collect this information for this job posting.

Attachments

Attachment	File Name	File Type	Created By
Paul H. Lake Resume-2018-X.docx	Paul H. Lake Resume-2018-X.docx	Resume	Job Seeker
Paul-H.Lake-Profile.docx	Paul-H.Lake-Profile.docx	Other	Job Seeker
Lake-LCAC-Cover.docx	Lake-LCAC-Cover.docx	Cover Letter	Job Seeker

Agency-Wide Questions**1.** Q: Were you ever discharged from employment or forced to resign?

A: No

2. Q: Are you now or have you ever been employed by the City of Morgan Hill?

A: No

3. Q: Do you have a relative who is an official or employee of the City of Morgan Hill?

A: No

Supplemental Questions**1.** Q: Which commission are you interested in serving?

A: Library, Culture, and Arts Commission

2. Q: Please attach a resume or briefly describe your background listing the qualifications and skills which you can contribute to the Commission.

A: Please see attached materials - Cover Letter, Resume and Profile.

3. Q: Have you served on any other citizen advisory commissions or committees? If so, please list and briefly explain the purpose of each committee.

A: I currently serve on the LCAC team.

4. Q: What do you believe to be the role of the commission you are interested in serving on and why would you like to serve on this commission?

A: Please see my cover letter.

5. Q: What skills and/or experience do you believe would be important to your role as a

commissioner?

A: I believe respect for others, ability to listen and learn, to go with the best ideas, to give everyone a chance to speak and contribute is what I believe in, and my experience has taught me this brings out the best in the people I work with and results in success.

6. Q: How would you know if the commission is successful in supporting the City Council's Goals, Priorities, and Strategies?

A: If we are able to formulate and execute on work plans that aligns with City Council's, and we are diligent in our advisory role, to bring well researched options to the City for review and decision making.

7. Q: What would you like to accomplish as a member of the commission?

A: I would like to see the LCAC team successfully execute Art a La Carte in 2018 and also partner with all the stakeholders on the Morgan Hill Library Extension.

8. Q: What are the greatest opportunities facing the community in regards to this commission?

A: We can work with citizens of Morgan Hill, the City Council to help continue to make Morgan Hill a destination city to live, work, and visit through the public art and cultural events, and also by making the Library a place of technology learning for children of all backgrounds, to open up the world of high tech to them at a very young age.

9. Q: If you are an incumbent seeking reappointment, check all that apply:

A: You are currently serving on a committee

10. Q: If you are assigned to a special project, please identify the project:

A: I am the current chair and working with the LCAC team and Chris on the Art A La Carte transition from Amy Whelan

January 17, 2018

Dear Mayor Tate and City Council Members,

I have had the pleasure of serving several terms on the LCAC. This last term was very rewarding as we were able to shepherd a new crop of LCAC leaders through the workings of the Commission and its duty to serve the City of Morgan Hill and the City Council.

Morgan Hill is a wonderful community, a gem in the valley, and it has been my home for over 12 years. To create community is not easy, especially with the diverse population we have in the Bay Area. Creating community consists of forming common bonds, and getting people to meet and interact with each other in safe spaces, while communication our core values.

Our Library and our public art do both, they communicate that we honor learning in respectful spaces and our public art shows that we love nature, health and culture. A library is the first database, opening up worlds and doors to new learnings. I have never lost the passion for libraries. Since I was a little boy I have always viewed it as a magical and sacred space.

I would be very honored if I were given another opportunity to be a member of the LCAC.

Paul's Profile

My Core values

I treat everyone with the utmost respect and professionalism, and exude a warm and authentic self that people can feel and relate to. I am very good at connecting people together and building strong bonds in teams, caring about them and their families beyond the organization and company construct. I am a People First leader, and believe we should come to any issue with the best intentions and integrity. I am a great listener, and I try to understand the other person's perspective and connect with them on a personal level without being judgmental. I am kind, thoughtful, encouraging and have great skills in coaching and mentoring others, resulting in strong loyalties with current and former team members. I bring 'life' to the job, and make my team feel like an extended family. I do it because I care for them and their families.

How I think

I am a natural big picture forward-looking, strategic global thinker. I have a very good ability to set aside emotions and objectively work an issue to resolution. I excel at sifting through complex issues and offering strategic and systemic solutions. I am highly effective in building strong networks, and invest in building genuine and strong bonds with the people I work with. I am seen as a trusted advisor to executive stakeholders from different organizations, and I have built these key stakeholder relationships to nurture successful business outcomes. This trust is sacred to me.

How I work

I am a great communicator and collaborator, and have a knack for communicating empathy and shared responsibility. I am able to move teams and team culture to high performance, and to analyze data, implement complex multi-phased efforts and drive them to completion, setting the right goals and expectations for the team and helping them to grow and celebrate their achievements along the journey, ensuring that the customer benefits for the results of our efforts. I have the ability to inspire and keep my team focused on the larger goal through change and turmoil. I am fair, insightful and fun. I have a positive attitude that is infectious. I lead by example.

My Favorite Quote

Be the Change you wish to See – Mahatma Gandhi

PAUL H. LAKE

. Morgan Hill CA 95037

Summary

A unique executive leadership portfolio of proven expertise with over 15 years of success in delivering world class customer support. An understanding of cloud operations from customer order to customer success provides a unique and valuable skill set that can help any business scale.

Areas of Expertise

- **Leadership:** Values based leadership, proven track record in creating high performance teams
- **Strategic:** Possesses solid experience in building agile, scalable and creative workplace models
- **Collaborative:** Track record of merging different teams to form a cohesive unit

Experience**Oracle Corp., Redwood City, CA. September 2012 – Present**

Oracle Corp. provides enterprise software and computer hardware products and services

Senior Director Business Operations, Oracle Industry Cloud

- Created a Business Operations team for an acquired Industry Cloud Ops IT team of 300+
- Created Customer Experience dashboard to track churn, renewals, references, customer sat, providing Customer Success managers with customer insight, resulting in increased adoption and upsell rates
- Negotiated contracts with co-location data center partners, resulting in significantly less kw/h costs
- Created process for deal management and customer contracts approval, eliminating delays for revrec
- Implemented a plan for M&A business integration steps, reducing contractual delays and liability
- Setup process to manage third party license renewals, preventing license non-compliance
- Drove adoption of automated tools to optimize revrec cycles, boosting revenue numbers reporting
- Created an IT Service Continuity Management process, fixing business unit non-compliance

Oracle Corp., September 2010 – September 2012 (2 years)**Senior Director - Customer Support and Development, Health Sciences Cloud**

- Led Change Management efforts to make acquired companies successful within Oracle, post-merger
- Integrated and led acquired Phase Forward and Oracle legacy Health Science support teams
- Led 80+ global team of Cloud Support, Customer Success Managers, and Development Support
- Trained legacy support to execute cloud support and implemented a cloud support model
- Increased Customer Satisfaction from 83% to 91%
- Reduced Customer total cost of ownership by implementing a Top Account program to proactively monitor, engage, and manage all top revenue customer engagement
- Track support effectiveness on Global Relationship Survey (GRS) & Satmetrix Net Promoter score
- Managed \$10 Million dollar CAPEX and OPEX budget tied to the 24x7 global support

Oracle Corp., Redwood City, CA. March 2006 – September 2010 (4+ years)**Director, Siebel CRM OnDemand Cloud Support**

- Member of Siebel Support Integration Team, asked to manage Siebel cloud support team of 130
- Created a unifying DNA for the acquired team, keeping churn due to acquisition to less than 2%
- Led a global Cloud team to increase customer satisfaction by 20% in 6 months
- Created Customer Success Advisory team, leading to improved on boarding, and higher adoption
- 2008 awards - with **Outstanding Team**, Outstanding **'Leadership and Passion'**
- Represented Oracle at Technology Services World on 'Realizing the value of SaaS' panel (May 2009)
- Invited by Service Strategies to speak at the SSPA Conference on 'Successful SaaS Strategy' (2008)

PeopleSoft, Inc., Pleasanton, CA. March 2002 – March 2006 (4+ years)

*A global leader of enterprise software, **acquired by Oracle in 2005***

Senior CRM Customer Support Manager

- Built a PeopleSoft CRM support team after PeopleSoft acquired Annuncio
- Managed support team of 30 to achieve Customer Sat scores greater than 92% for over 2 years
- Implemented **Top 10 Customers Success Program**, reducing upgrade/install issues by 80%
- Honored with a CRM Support **'Commitment to Excellence'** award

Annuncio Software, Mountain View, CA. February 2000 – March 2002 (2 years)

*A **pre-ipo startup cloud** provider of industry-leading marketing automation solutions, **acquired by PeopleSoft***

Customer Support Director

- Built and managed a top performing Cloud Customer Success team of 12 at a cloud startup
- Instituted weekly Resolution meetings with Dev and Support to resolve top priority customer issues
- Successfully advocated for enterprise level cloud testing, dramatically reducing customer down time
- Awarded Annuncio's **'Top Dog'** honor for **'Strongest Customer Advocate'**

Plexus Computers, Santa Clara, CA. September 1994 – February 2000 (5+ years)

A leader in image-processing software technology

Technical Support Manager

- Manager of 3 different Support teams –Call Center, Product Support for Claimplex and Floware
- Retrained Tier 1 to a technical team, resulting in over 32% closure rate by Tier 1 team in 6 months
- Member of Plexus Chairman's **'Circle of Excellence'**

Consilium, Mountain View, CA. August 1990 – August 1994 (4 years)

A leading supplier of integrated semiconductor and electronics manufacturing execution systems (MES) software

Senior Software Engineer

- Trained a group of sixty engineers on how to use the dev and test Build Environments
- Developer and Project Leader in coding the new Development and Build Environments for HP-Unix
- **Above & Beyond** award winner for exceptional job performance and initiative

Education

San Jose State University, San Jose

Master of Science in Engineering Management

California State University, East Bay

Bachelor of Science in Computer Science

Middlesex University, London

Associate Degree, Computer Studies

Continuing Education

Stanford School of Business and Design

Executive Leadership Customer Focused Innovation Program

10 - Commission Member

Contact Information -- Person ID: 34867425

Name: Rick Dudgeon Address: [REDACTED]
Morgan
Hill, California 95037 US

Home Phone: [REDACTED] Alternate
Phone:

Email: [REDACTED] Former Last
Name:

Month and Day of
Birth: [REDACTED]

Personal Information

Driver's License: Yes, California , [REDACTED]

Can you, after employment, submit proof of
your legal right to work in the United States? Yes

What is your highest level of education? Bachelor's Degree

Preferences

Preferred Salary:

Types of positions you will accept:

Types of work you will accept:

Types of shifts you will accept:

Objective**Education**

College
University of California
[Unspecified Start] - [Unspecified End]
Berkley, California

Did you graduate: Yes
College Major/Minor: Computer Science and
Mathematics
Degree Received: Bachelor's

College
Computer Science De Anza College
Cupertino
[Unspecified Start] - [Unspecified End]
Cupertino, California

Did you graduate: Yes
College Major/Minor:
Degree Received: Associate's

Work Experience

Principal Software Engineer
3/2009 - 7/2017

Hours worked per week: 40
May we contact this employer?

Symantec Corporation
Mountain View, California

Duties

Provided software design for an enterprise security platform from on the largest software companies.

Provided software engineering expertise for the feature design and development for the Symantec Web Gateway, a network security appliance used by enterprise customers globally. Managed a multi-million-dollar project to audit which resulted in the enhanced security of the appliance.

Developed platforms to automate software acceptance- and unit-testing resulting in improved quality while lowering costs and shortening the delivery cycle.

Served as program manager, product owner, technical lead, and scrum-master. Increased our release cadence from less than one a year to once a quarter while improving release quality.

Worked to identify strategic goals, developed a strategy for achieving those goals, obtained plan consensus, and led a team to implement the plans on time achieving the defined goals.

Founding Software Engineer
10/2005 - 3/2009

Hours worked per week: 40
May we contact this employer?

Mi5 Networks
Sunnyvale, California

Duties

Designed and developed software for the Mi5 Enterprise Gateway, a network security appliance later acquired by Symantec.
Created, designed, developed and implemented the web-based User Interface from the ground up. This interface is still being used today.
Designed and optimized the SQL database. Radically improved the DB performance for high volume customers. In some environments, query execution time went from over an hour to less than two seconds.
Created the APIs between the User Interface and all hardware and backend functionality.
Developed a patented algorithm for detecting, reporting, and remediating infected clients in the network.

Certificates and Licenses

Skills

Office Skills

Typing:
Data Entry:

Additional Information

References

Resume

Text Resume

City of Morgan Hill has chosen not to collect this information for this job posting.

Attachments

Attachment	File Name	File Type	Created By
RickDudgeonResume.doc	RickDudgeonResume.doc	Resume	Job Seeker
commisioncoverletter.docx	commisioncoverletter.docx	Cover Letter	Job Seeker

Agency-Wide Questions

1. Q: Were you ever discharged from employment or forced to resign?
A: No

2. Q: Are you now or have you ever been employed by the City of Morgan Hill?
A: No

3. Q: Do you have a relative who is an official or employee of the City of Morgan Hill?
A: No

Supplemental Questions

1. Q: Which commission are you interested in serving?
A: Parks and Recreation Commission

2. Q: Please attach a resume or briefly describe your background listing the qualifications and skills which you can contribute to the Commission.

A: I have experience managing projects and teams. My primary qualification is as a frequent consumer of city recreation services. This has afforded me the opportunity to interact with my fellow residents, and I believe I have insight into the needs and concerns of my neighbors. My goal here is to be of service to my community.

3. Q: Have you served on any other citizen advisory commissions or committees? If so, please list and briefly explain the purpose of each committee.

A: No.

4. Q: What do you believe to be the role of the commission you are interested in serving on and why would you like to serve on this commission?

A: I believe the role of the commission is to oversee the management of Morgan Hill's parks and recreation services. My family benefits greatly from living in Morgan Hill and I would like to give something back.

5. Q: What skills and/or experience do you believe would be important to your role as a commissioner?

A: I have good written and verbal communication skills. I am comfortable in a leadership role.

6. Q: How would you know if the commission is successful in supporting the City Council's Goals, Priorities, and Strategies?

A: I spend a lot of time in the community.

7. Q: What would you like to accomplish as a member of the commission?

A: Continue to provide the community with excellent recreational experiences.

8. Q: What are the greatest opportunities facing the community in regards to this commission?

A: Morgan Hill has some good opportunities for youth athletics, but there is room for improvement. For example, I see very few girls participating.

9. Q: If you are an incumbent seeking reappointment, check all that apply:

A: Not applicable

10. Q: If you are assigned to a special project, please identify the project:

A:

Richard Dudgeon

[REDACTED]
Morgan Hill, CA 95037

[REDACTED]
[REDACTED]
January 4, 2017

To whom it may concern,

I am interested in being considered for the Morgan Hill Parks and Recreation Commission.

I have been a resident of Morgan Hill for 6 years. I have two sons, 3 and 6, and we are frequent users of Morgan Hill parks, youth athletic programs, and the Centennial Recreation Center. I do a lot of volunteer work in the community, and feel like I have a good sense of the needs and expectations of the community with regard to our parks and recreation.

Thanks for your consideration.

Richard Dudgeon

RICK DUDGEON

Morgan Hill, CA 95037 | [REDACTED] | [REDACTED] | www.linkedin.com/in/rickdudgeon

PRINCIPAL SOFTWARE ENGINEER

Broad experience leading development teams to create software in the enterprise security industry. Utilizes problem-solving skills to find innovative solutions for customers. Proven track record of delivering software that is secure, reliable, localizable, and addresses the needs of real-world customers.

TECHNICAL TOOLS

PHP, MySQL, PHPUnit, HTML, CSS, C, Jenkins, Linux, Apache, Java, JavaScript, C++, TCP/IP, Eclipse, SQL, JUnit, Bugzilla, etc.

PROFESSIONAL EXPERIENCE

Symantec Corporation, Mountain View, CA
Principal Software Engineer

2009 to 2017

Provided software design for an enterprise security platform from on the largest software companies.

- Provided software engineering expertise for the feature design and development for the Symantec Web Gateway, a network security appliance used by enterprise customers globally.
- Managed a multi-million-dollar project to audit which resulted in the enhanced security of the appliance.
- Developed platforms to automate software acceptance- and unit-testing resulting in improved quality while lowering costs and shortening the delivery cycle.
- Served as program manager, product owner, technical lead, and scrum-master. Increased our release cadence from less than one a year to once a quarter while improving release quality.
- Worked to identify strategic goals, developed a strategy for achieving those goals, obtained plan consensus, and led a team to implement the plans on time achieving the defined goals.

Mi5 Networks, Sunnyvale, CA
Founding Software Engineer

2005 to 2009

Designed and developed software for the Mi5 Enterprise Gateway, a network security appliance later acquired by Symantec.

- Created, designed, developed and implemented the web-based User Interface from the ground up. This interface is still being used today.
- Designed and optimized the SQL database. Radically improved the DB performance for high volume customers. In some environments, query execution time went from over an hour to less than two seconds.
- Created the APIs between the User Interface and all hardware and backend functionality.
- Developed a patented algorithm for detecting, reporting, and remediating infected clients in the network.

EDUCATION

Bachelor of Science in Computer Science and Mathematics (Double Major)

University of California, Berkley

Associate of Arts (AA) in Computer Science De Anza College Cupertino, CA

Attachment: Rick Dudgeon LCAC Application (1603 : Interviews to Fill LCAC and PRC vacancies)



CITY OF MORGAN HILL APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

(In order to be considered for appointment, this application form must be fully executed and all questions answered by applicant, including those who are Incumbents. If you prefer to type your answers on the form, an electronic version will be e-mailed to you upon request.)

Name: Craig C. van Keulen *E-mail Address: [REDACTED]

*Home address: [REDACTED] *City: Morgan Hill

*Telephone: (Work) (408) [REDACTED] (Home) () [REDACTED] (Cell) (408) [REDACTED]

Occupation: Attorney Employer: van Keulen & van Keulen, a p.c.

Number of Years lived within City Limits: 30.00 Are you a registered voter? Yes ☒ No ☐

If not a MH resident, years worked in City Limits: -or-

Years lived within the MH School District boundary: approx. 30 years

Do you have any relatives currently employed by the City of Morgan Hill? Yes ☐ No ☒

Properties owned in Morgan Hill/Address(es):
[REDACTED]

*I consent to the release to the public of the above contact information marked with an *: Yes ☒ No ☐

QUESTIONNAIRE

(Please attach additional sheets, as necessary, to provide complete answers)

1. Please attach a resumé, or briefly describe your background, listing the qualifications and skills, which you can contribute to the Commission.

See Exhibit 1 and 2 attached hereto

2. Have you served on any other citizen advisory commissions or committees? If so, please list and briefly explain the purpose of each committee.

See Exhibit 1 and 2 attached hereto

3. What do you believe to be the role of the Commission, and why you would like to serve on this Commission?

See Exhibit 2 attached hereto

4. What skills and experience do you believe would be important to your role as a Commissioner?

See Exhibit 2 attached hereto

5. How would you know if the Commission is successful in supporting the City Council's Goals?

See Exhibit 2 attached hereto

6. What would you like to accomplish as a member of the Commission?

See Exhibit 2 attached hereto

7. What are the greatest opportunities facing the community in regards to this Commission?

See Exhibit 2 attached hereto

8. If you are an incumbent seeking reappointment:

- | | | |
|--|---|--|
| • Are you currently serving on a Committee? | Yes ☒ | No ☐ |
| • Are you next in line to serve as Chair or Vice-Chair? | Yes ☐ | No ☒ |
| • Are you assigned to a special project? | Yes ☒ | No ☐ |
| • If assigned to a special project, please identify the project: | | |
| <u>Current Chair, evaluate Park and Rec needs, Community Park Master Plan, Outdoor MH Recreation Inventory, Community Center impact Fee Committee.</u> | | |

Name of commission

9. I am interested in serving on the following Commission or Committee? Please indicate:

☐ **LIBRARY, CULTURAL AND ARTS COMMISSION**

The Library, Culture and Arts Commission provides the City Council with advice and recommendations regarding the adequacy of library facilities; seeks opportunities for city sponsored artistic and performance opportunities; encourages community involvement in the arts; and reviews and recommends works of art to be acquired by the City or installed on public property. This seven member Committee meets on the second Tuesday of odd numbered months at 7:00 p.m. at the Morgan Hill Library.

☒ **PARKS & RECREATION COMMISSION**

The Parks and Recreation Commission provides the City Council with advice and recommendations on recreation programs, activities and resources. The Commission also plans for the future growth and development of parks facilities and recreation programming. This seven member Commission meets on the third Tuesday of odd numbered months at 7:00 p.m.

☐ **PLANNING COMMISSION**

The Planning Commission performs duties and exercises power and authority with regard to planning, subdivisions, zoning, zoning administration, residential development control, and other land use regulatory controls as prescribed by ordinance and state law. The Commission serves as an advisory body to the City Council on Zoning and General Plan related matters. The Commission is a seven member body, and each commissioner serves a term of four years and meets on the second and fourth Tuesday each month.

By my signature below, I acknowledge that I will be subject to the City's Conflict of Interest Code; the City Council's requirement of a two hour "Fair Political Practices Commission AB1234 Ethics" training session, and the requirement to file Statements of Economic Interest forms with the City of Morgan Hill when I assume office, annually thereafter, and when leaving office.

By my signature below, I consent to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee, and confirm that I have read the attached Ethics Policy; that I do subscribe to this Policy; that I will apply it to the specific responsibilities which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.

SIGNATURE: _____



Date: 01/19/2018

Attachment: Craig van Keulen PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

EXHIBIT 1 TO PRC APPLICATION FORM DATED 1-19-2018**Craig C. van Keulen**
[REDACTED]

Practiced Law in Morgan Hill since 1980

Founding Director/Incorporator (pro bono) Live Oak Foundation since 1981, Non Profit

Tournament Director For Community Tennis Tournament (Fundraiser)

Founding Director/Incorporator (pro bono)

President, South Valley Art Council

Art Auction Director (Fundraiser), South Valley Art Council, Non Profit

Founding Director/Incorporator (pro bono) W.E.R.C., Non Profit

Incorporator (pro bono) Morgan Hill Youth Sports Alliance

United Way Board of Directors 1980's

Community Law Enforcement Foundation Board of Directors, Non Profit, 1990's

Morgan Hill Rotary member since 1981

Santa Clara County Bar Association, Board of Directors

President, Gilroy/Morgan Hill Bar Association

Morgan Hill Rotary Endowment Foundation Board of Directors 1997-2005

President, Morgan Hill Rotary Endowment Foundation - 2002

Chamber of Commerce Board of Directors - 1997- 2004

Orchard Valley Youth Soccer League Board of Directors 1994-1999

President, Orchard Valley Youth Soccer League-1997-1999

Past President, Orchard Valley Youth Soccer League Board of Directors, 2000

Founder/Director of Orchard Valley Youth Soccer League Program for Special Needs Children 1997 (Now TOPS Program)

Bellarmino Dad's Club Board of Directors, 1999-2003

Bellarmino Dad's Club Board of Directors, Secretary 2002

Bellarmino Dad's Club Board of Directors, Vice-President 2003

Founder/President, Cougar Athletic Club, St. Catherine School, 2000-2004

General Plan Task Force Committee Member, 2001

City of Morgan Hill Community Service Award Committee Member

City of Morgan Hill Parks and Recreation Commissioner, 1997-present

City of Morgan Hill Parks and Recreation Commission Chairman, 2002-2003, 07-08, 12-14

Community Law Enforcement Foundation, President 2012

Community Law Enforcement Foundation, Cops and Robbers Inaugural Event 2012, Chair

Community Law Enforcement Foundation, Past President 2013

Community Law Enforcement Foundation Board Member, 2012-present

Community Law Enforcement Foundation, Treasurer 2016, 2017

Community Law Enforcement Foundation, President 2018

Santa Clara County Bar Association Board of Directors 2014

Rotary/Club of Morgan Hill, Board Member 2017-2018, Youth Services Director

Prior Member of various other community commissions and task forces

Incorporator (Pro Bono) Wineries of Santa Clara County, Non Profit, 2008

Coached CYSA Recreational Soccer u-5 through u-8

Coached CYSA Select/Class 1 Soccer u-9 through u-14

CYSA Soccer coaching licenses F, E, E/D

Licensed USYSA soccer referee

Coached girls and boys basketball for approximately 20 seasons

Coached 5th grade boys basketball team 2017

Attachment: Craig van Keulen PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

EXHIBIT 1 TO PRC APPLICATION FORM DATED 1-19-2018

Past Tournament Director for two basketball tournaments 5th-8th grades, 2000-2004
Coached Varsity High School Girls Basketball AAU Spring/Summer Teams
Coached Varsity High School Boys Basketball Spring/Summer Teams

Played Little League Baseball
Youth Swim Club
High School Football, Basketball, Track
Santa Clara University Varsity Crew, Rugby
Morgan Hill Adult League Basketball, Softball

*all dates approximate

Craig C. van Keulen
[REDACTED]
Morgan Hill, CA 95037

EXHIBIT 2
TO PRC APPLICATION FORM
DATED JANUARY 19, 2018

Questionnaire #

1. See attached Exhibit 1.
2. General Plan Task Force, Volunteer Recognition Committee
3.
 - a. To provide expertise, historical understanding, continuity of where the parks and recreation needs of the Morgan Hill community have been and where they are going (what we have tried that works and what has not worked in the past) while also providing creative, but practical, solutions to new parks and recreation needs of Morgan Hill in the most efficient but thoughtful manner, in keeping with the direction of Council and Staff.
 - b. To interface between the City Council, Staff and the Public regarding the Parks and Recreation issues and concerns of the day.
 - c. To help work with the City, staff and the youth of our community to develop and maintain our parks and recreation facilities and programming to best serve the needs of the youth, and help the youth increase their 41 developmental assets.
 - d. To help work with the City, staff, and the non-senior adults of our community to develop and maintain our parks and recreation facilities and programming to best serve the needs of the non-senior adults of our community..
 - e. To help work with the City, staff and the seniors of our community to develop and maintain our parks and recreation facilities and programming to best serve the needs of the our community seniors.
 - f. To help work with the City, staff and the underserved of our community to develop and maintain our parks and recreation facilities and programming to best serve the needs of the underserved and provide them with access.
 - g. To work with the City, staff and public to look towards long term parks and recreation needs and solutions to best serve all the members of our community.
 - h. To work with the City, staff and public to develop new and creative ways of involving the community in supporting the parks and recreation needs of the community.
 - i. To work with the City, staff and public to increase the parks and recreation opportunities in our community.
 - j. To work with the city to integrate programing and new park facilities to best serve our community.
 - k. To help the City work on its Parks Master Plan.

Attachment: Craig van Keulen PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

- l. To help the City with its Outdoor Sports Complex Management transition process to better serve the community and to improve its financial contribution to the community.
 - m. To work with the City regarding the expansion of the CRC to better serve the community.
4. See Exhibit 1 attached hereto. I love sports and recreation of all kinds. I have been the Chair of the PRC approximately 4 times. I have been involved in most aspects of the City's operation during my tenure as a community member, so I am familiar with the mechanics of the City, and School District, as well as those of the Morgan Hill recreation community as a participant, coach, administrator, and commissioner, and because of my knowledge and experience, I know how to work within those different systems to achieve the Parks & Recreation goals given us by the Council. As a result of my experience, I am able to help the PRC avoid the mistakes of the past, and efficiently develop a consensus as required in order for the PRC to achieve its goals as set by the Council.

As set forth on Exhibit 1, I have been involved in sports and recreation all my life, as well as the MH community, as a participant, coach and administrator. I have a clear understanding of the scope of the community parks and recreation needs and available resources and solutions available at both the City and community levels. I have a very good historical perspective and institutional knowledge of the Parks & Recreation Commission, the City and the parks and recreation organizations which allow me to provide input to the PRC allowing the PRC to be effective in addressing the tasks before it, while being efficient when dealing with the available limited staff resources, in order to be as productive as possible.

I am familiar with the development process in Morgan Hill, and the community connectivity needs between various geographic city areas and elements that can be accomplished by integration with our Parks and Recreation plans and amenities.

5. Part of the responsibility of the PRC is to work with council in implementing its parks and recreation goals in the best way possible for the City, Council and the MH community. The PRC needs to be able to act as a sounding board for the City and MH community by receiving input in both directions and providing comment in both directions. By facilitating the best possible communication in both directions, the PRC is a successful commission. The PRC has been very good about providing a good flow of information and ideas between the Council and the MH community and as a result has received very few, if any, complaints regarding the service it has provided. It is very important for the PRC to remember that the PRC is an advisory body only, and does not make any decisions, only its best recommendations and comments to Council. The PRC also has an evaluation process in the form of its Workplans. These Workplans have been an excellent way of keeping the PRC on the tasks assigned to them and are also a good way of evaluating the success of the commission.

In addition, one of the functions of the PRC and its members is to receive input from the community. The more input the PRC receives the more successful it is. The more comments and participation it receives at the PRC meetings demonstrates that the PRC is successful in receiving community input. Also, the recommendations by the PRC to the City Council I has resulted in City Council decisions that have resulted in an increase Morgan Hill community participation and Parks and Recreation involvement. Just look at the fantastic use by our community of our new downtown parks.

6. As a member of the commission I would like to help with the continued improvement of the parks and recreation opportunities (facilities, programs, participation) in the MH community in an efficient and financially responsible fashion. Continuing with the excellent cost recovery approach initiated by Steve Rymer and now through Chris Ghione is an important element of this effort. I think it is important to help provide input and comment to update and refine the parks and recreation element of the general plan. I also think an important time is ahead for the PRC as we go through the process of updating the parks master plan. Finally, we have started the process of developing a fully integrated Morgan Hill parks and recreation asset inventory (private, school district, City). As this is accomplished it will enable us to better utilize, while not duplicating, these community assets, to better and more efficiently serve the needs of the community, by coordinating all theses parks and recreation assets with the all the needs of the community.
7. The greatest opportunities facing the community in regards to this Commission is to participate in shaping the parks and recreation opportunities in our community by providing information and input to the City Council in general on any parks and recreation topic raised at our meetings and during the public comment period, and to the PRC individually, or from staff,. as we work through the Parks Master Plan and the OSC management transition we will have a great opportunity to use these assets and planning to better connect the community geographically and develop the assets to better serve the communities needs physically and financially, by taking advantage of our facilities' local and regional uniqueness and appeal. It is important to have community members, like myself, on the PRC who have institutional knowledge of Morgan Hill's parks and recreation opportunities and needs, where parks and recreation has been in Morgan Hill, and where parks and recreation can go in Morgan Hill, along with an eye on the practical and cost issues associated with implementing the councils parks and recreation direction in order to minimize the impact on staff while maximizing the benefit to Council and the MH community.



CITY OF MORGAN HILL **APPLICATION FOR APPOINTMENT TO** **COMMISSION OR COMMITTEE**

(In order to be considered for appointment, this application form must be fully executed and all questions answered by applicant, including those who are Incumbents. If you prefer to type your answers on the form, an electronic version will be e-mailed to you upon request.)

Name: LaRene Green *E-mail Address: [REDACTED]

*Home address: [REDACTED] *City: Morgan Hill

*Telephone: (Work) [REDACTED]

Occupation: Domestic Engineer Employer: _____

Number of Years lived within City Limits: 21 Are you a registered voter? Yes ☒ No ☐

If not a MH resident, years worked in City Limits: _____ -or-

Years lived within the MH School District boundary: 21

Do you have any relatives currently employed by the City of Morgan Hill? Yes ☐ No ☒

Properties owned in Morgan Hill/Address(es):

[REDACTED]

*I consent to the release to the public of the above contact information marked with an *: Yes ☒ No ☐

QUESTIONNAIRE

(Please attach additional sheets, as necessary, to provide complete answers)

1. Please attach a resumé, or briefly describe your background, listing the qualifications and skills, which you can contribute to the Commission. see attached resume'

2. Have you served on any other citizen advisory commissions or committees? If so, please list and briefly explain the purpose of each committee.

Yes, I have been a PRC commissioner for four years.

3. What do you believe to be the role of the Commission, and why you would like to serve on this Commission?

I believe the role of the Commission is to help advise the City Council and city staff in matters relevant to recreation programs, recreation facilities and expenditures for these items.

4. What skills and experience do you believe would be important to your role as a Commissioner?

I have been an avid runner, cyclist and swimmer for 15 years. As such, I'm familiar with the routes, roads, trails and recreation facilities in Morgan Hill and surrounding areas.

5. How would you know if the Commission is successful in supporting the City Council's Goals?

If the City Council adopts the recommendations of the Commission, and they meet the needs of the community.

6. What would you like to accomplish as a member of the Commission?

I would like to continue to contribute through advising on selected projects, such as the CRC expansion and representing the PRC at the Morgan Hill Bicycle/Pedestrian Advocacy Group.

7. What are the greatest opportunities facing the community in regards to this Commission?

One opportunity facing the Commission is helping develop safe bicycle routes to downtown area and schools and increase safety and awareness of cyclists in general.

8. If you are an incumbent seeking reappointment:

- Are you currently serving on a Committee? Yes ☒ No ☐
- Are you next in line to serve as Chair or Vice-Chair? *Current* Yes ☐ No ☒
- Are you assigned to a special project? Yes ☒ No ☐
- If assigned to a special project, please identify the project:

CRC expansion

Name of commission

9. I am interested in serving on the following Commission or Committee? Please indicate:

☐ **LIBRARY, CULTURAL AND ARTS COMMISSION**

The Library, Culture and Arts Commission provides the City Council with advice and recommendations regarding the adequacy of library facilities; seeks opportunities for city sponsored artistic and performance opportunities; encourages community involvement in the arts; and reviews and recommends works of art to be acquired by the City or installed on public property. This seven member Committee meets on the second Tuesday of odd numbered months at 7:00 p.m. at the Morgan Hill Library.

☒ **PARKS & RECREATION COMMISSION**

The Parks and Recreation Commission provides the City Council with advice and recommendations on recreation programs, activities and resources. The Commission also plans for the future growth and development of parks facilities and recreation programming. This seven member Commission meets on the third Tuesday of odd numbered months at 7:00 p.m.

☐ **PLANNING COMMISSION**

The Planning Commission performs duties and exercises power and authority with regard to planning, subdivisions, zoning, zoning administration, residential development control, and other land use regulatory controls as prescribed by ordinance and state law. The Commission serves as an advisory body to the City Council on Zoning and General Plan related matters. The Commission is a seven member body, and each commissioner serves a term of four years and meets on the second and fourth Tuesday each month.

By my signature below, I acknowledge that I will be subject to the City's Conflict of Interest Code; the City Council's requirement of a two hour "Fair Political Practices Commission AB1234 Ethics" training session, and the requirement to file Statements of Economic Interest forms with the City of Morgan Hill when I assume office, annually thereafter, and when leaving office.

By my signature below, I consent to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee, and confirm that I have read the attached Ethics Policy; that I do subscribe to this Policy; that I will apply it to the specific responsibilities which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.

SIGNATURE: LaRene Green

Date: 1/18/18

Attachment: LaRene Green PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

LaRene Green

[REDACTED], Morgan Hill, CA 95037

Phone: [REDACTED] Cell: [REDACTED] Mail: [REDACTED]

Objective

I am interested in serving as a member of the Morgan Hill Parks and Recreation Commission.

Experience

1990-1993

National Restaurant Association, Political Affairs Coordinator

Washington, DC

- Assisted the Political Affairs Manager in political activities, particularly by coordinating day-to-day operations, coordinating monthly meetings and special events and managing political contributions to candidates.
- Prepared annual Federal Election Commission (FEC) reports.
- Coordinated events hosting members of Congress.

Accomplishments

1993-Present

- Stay-at-home mother of four children.
- Marathon runner and 3-time Ironman finisher.
- Violinist and violin teacher for 15 years.

Education

1990

University of Utah, Bachelor of Science, Political Science

Community Involvement

1994 - Present

- Coordinate a Holiday Giving program through my church to help families in need.
- Board member and President of the South Valley Running Club.
- Board Member of the Morgan Hill Aquatics Foundation.

Skills

Proficient in various word processing and spreadsheet programs. Ability to coordinate events and manage multiple projects. Work together in groups to accomplish objectives. Manage and complete tasks in a timely manner and maintain a budget.

10 - Commission Member

Contact Information -- Person ID: 20106634

Name: Lisa E Cavigliano Address: [REDACTED]
Morgan Hill, California 95037
US

Home Phone: [REDACTED] Alternate Phone:

Email: [REDACTED] Former Last
Name:

Month and Day of Birth: [REDACTED]

Personal Information

Driver's License: Yes, California , [REDACTED] , Class C

Can you, after employment, submit proof of your legal right to work in the United States? Yes

What is your highest level of education? Some College

Preferences

Preferred Salary: \$0.00 per year

Types of positions you will accept: Regular Full Time , Part Time

Types of work you will accept: Evening , Weekends

Types of shifts you will accept:

Objective

I am applying for the position of Parks and Recreation Commissioner with the City of Morgan Hill. I understand the position is voluntary and for a four year term. I am a new resident to Morgan Hill, and I am passionate about smart planning, especially when it comes to ensuring a community has ample access to open space, parks, opportunities to engage in cultural programs, and exploring means of alternative forms of transportation, especially as it pertains to bicycles.

Education

College
UCLA Extension
www.uclaextension.edu
9/2010 - 5/2013
Los Angeles, California

Did you graduate: No
College Major/Minor: Global Sustainability
Units Completed: 24 Quarter
Degree Received: Other

College
California State University, Sacramento
1/1980 - 12/1984
Sacramento, California

Did you graduate: No
College Major/Minor: Journalism/English
Units Completed: 124 Semester
Degree Received: No Degree

Work Experience

Membership Manager
3/2016 - Present

San Jose Institute of Contemporary Art
www.sjica.org
560 South First Street
San Jose, California 95113
408-283-8155

Hours worked per week: 60
Name of Supervisor: Cathy Kimball - Executive Director
May we contact this employer? Yes

Duties

Cultivate and grow ICA's membership base through annual appeal and membership retention and renewal programs. Implement special events targeting new membership segments and establish incentive programs to engage new members. Manage donor database through eTapestry and compile and analyze membership trends and composition. Staff support for annual Silent and Live Auction fundraiser, Talking Art, ICA LIVE, donor special events and private collection tours. Fundraising strategies including solicitation of endowment gifts, major gifts, planned gifts and donor outreach

Reason for Leaving

I am currently employed here and will continue in my position.

Planning Technician

1/2014 - 4/2014

City of Malibu
www.malibucity.org
23825 Stuart Ranch Road
Malibu, California 90265
310-456-2489

Hours worked per week: 40
of Employees Supervised: 0
Name of Supervisor: Joyce Parker-Bozylinski
- Planning Director
May we contact this employer? Yes

Duties

Public Counter Duties included answering in-depth zoning, code and interpretation questions as they relate to development projects, taking in project submittals and fees, generating planning department reports, reviewing and approving Over the Counter permits, database tracking, project completeness and plan review and city GIS research. Responsible for answering and returning calls on the city General Planning telephone line and website.

As Planning Technician I also reviewed and approved Administrative Coastal Development permits, Administrative Plan Reviews, Substantial Conformance Reviews, Wireless Telecommunication Facilities Projects, Temporary Use and Special Event permits, Primary View Determinations, Archaeology reports, processed Coastal Development Permit Extensions, Pre-Applications, Sign Permits and wrote staff reports and resolutions.

I was responsible for communicating with the general public, architects, contractors, property owners and project managers as it related to development projects. Site visits and in-depth architectural plan review were daily activities in this position.

Reason for Leaving

I made a decision to relocate back to the San Jose area because I needed, and wanted, to be closer to my immediate family due to some family medical issues. Leaving my full-time position with the City of Malibu was unexpected and I had been looking forward to a long and fulfilling employment as a Planning Technician with growth opportunity. I had not anticipated my circumstances changing as they did, but I am now grateful for the move, happily settled and excited to get back to work full time.

Owner/CEO

12/2012 - 12/2013

L.T. Consulting
1280 Cristina Avenue
San Jose, California 95125
310-291-3124

Hours worked per week: 40
of Employees Supervised: 0
Name of Supervisor: Lisa Toledo -
Owner/CEO
May we contact this employer? Yes

Duties

Provided consulting services to the City of Malibu to assist in developing policy for a citywide View Restoration Ordinance. I was also hired to research the amortization of City of Malibu Conditional Use Permits currently operating as legal non-conforming uses under a twenty year grace period adopted at city hood.

Reason for Leaving

I was offered a full time position with the City of Malibu as Planning Technician.

Sales Evangelist

6/2012 - 12/2012

LivingHomes
2910 Lincoln Blvd
Santa Monica, California 90405
310-581-8500

Hours worked per week: 30
of Employees Supervised: 0
Name of Supervisor: Steve Glenn - Owner
May we contact this employer? Yes

Duties

Responsible for National sales activities related to purchasing a LivingHome, a prefab, modular, LEED certified dwelling. Duties included answering land use questions, sales reporting, database tracking, trade show events, and understanding the LEED certification process and protocol.

Reason for Leaving

I started my own consulting business.

Planning Commissioner

6/2010 - 12/2011

City of Malibu
www.malibucity.org
23825 Stuart Ranch Road
Malibu, California 90265
310-456-2489

Hours worked per week: 15
of Employees Supervised: 0
Name of Supervisor: Joyce Parker-Bozylinski
- Planning Director
May we contact this employer? Yes

Duties

As Planning Commissioner, I reviewed Coastal Development Permit projects, long-range planning projects, zoning text amendments, new policy proposals and existing policy changes, and an updated Parks and Trails Overlay Map project. I was one of five Planning Commissioners and was appointed by Malibu City Councilwoman, Laura Rosenthal.

Reason for Leaving

I moved out of the City of Malibu and had to relinquish my position.

Certificates and Licenses

Type: LEED Green Associate
Number: 10594455
Issued by: US Green Building Council
Date Issued: 3 /2010 Date Expires: 3 /2018

Type: Basic Mediation Training
Number:
Issued by: Los Angeles County Bar Association
Date Issued: 4 /2013 Date Expires:

Type: FEMA Training - NIMS and ICS-100
Number:
Issued by: U.S. Department of Homeland Security
Date Issued: 1 /2014 Date Expires:

Type: CalGreen: The Next Generation Seminar
(navigation & compliance)
Number:
Issued by: Green Technology
Date Issued: 7 /2014 Date Expires:

Skills

Office Skills

Typing: 60

Data Entry: 0

Other Skills

MS Office/Outlook Skilled - 15 years and 0 months

Springbrook Expert - 1 years and 0 months

G.I.S. Systems Skilled - 1 years and 0 months

iMovie Skilled - 5 years and 0 months

Sugar database management Skilled - 1 years and 0 months

eTapestry - donor relations management Expert - 1 years and 0 months

Additional Information

Volunteer Experience

I volunteered with the Santa Monica/Malibu School District PTA from 1996 to 2005 in various capacities, including PTA President.

I have participated in the AIDS/LifeCycle event twice (2005/2006) and raised over \$30,000 for the organizations that the event supports.

Interests & Activities

In 2008, we took my two daughters out of school for six months and travelled around the world with them. We visited 24 countries including Turkey, Kenya, Nepal, India, Cambodia, Bali, China and Japan, to name a few.

I am an avid runner and cyclist, enjoy yoga, theatre, and all types of live music events and contemporary art.

I am vegan and gluten-free and enjoy cooking and finding new ways to make healthy meals and snacks that taste great.

Volunteer Experience

Do It For the Love Foundation (DIFTL) - A non-profit organization founded by musician Michael Franti and his wife Sara Franti. DIFTL is a wish grant foundation, granting wishes of live music events and experiences to children and adults with life threatening illnesses and veterans. I am a Volunteer Ambassador with this foundation and have performed volunteer duties in many capacities for the past four years. My story here: <https://www.doitfortheLove.org/single-post/2016/09/14/From-Fan-to-Nominator-to-Volunteer>

References

Professional

Parker-Bozylinski, Joyce

Planning Director - Retired, December 17, 2014

Malibu, California 90265

Professional

Thorsen, Jim

City Manager

Malibu, California 90265

Professional
Mollica, Richard
Senior Planner

Malibu, California 90265

Professional
Rosenthal, Laura
Councilwoman - City of Malibu

Malibu, California 90265

Professional
Claggett, William
Consultant

San Jose, California 95125

Professional
Reber, James
Executive Director, San Jose Parks Foundation

San Jose, California 95123

Personal
Waxman, Mark
Chief Marketing Officer, CBIZ

San Jose, California 95113

Resume

Text Resume

City of Morgan Hill has chosen not to collect this information for this job posting.

Attachments

Attachment	File Name	File Type	Created By
Lisa Cavigliano Resume.docx	Lisa Cavigliano Resume.docx	Resume	Job Seeker
Lisa Cavigliano Cover Letter.docx	Lisa Cavigliano Cover Letter.docx	Cover Letter	Job Seeker

Agency-Wide Questions

1. Q: Were you ever discharged from employment or forced to resign?
A: No

2. Q: Are you now or have you ever been employed by the City of Morgan Hill?

A: No

3. Q: Do you have a relative who is an official or employee of the City of Morgan Hill?

A: No

Supplemental Questions

1. Q: Which commission are you interested in serving?

A: Parks and Recreation Commission

2. Q: Please attach a resume or briefly describe your background listing the qualifications and skills which you can contribute to the Commission.

A: Resume Attached

3. Q: Have you served on any other citizen advisory commissions or committees? If so, please list and briefly explain the purpose of each committee.

A: Planning Commissioner - City of Malibu (see resume attached)

4. Q: What do you believe to be the role of the commission you are interested in serving on and why would you like to serve on this commission?

A: I believe my role as Parks and Recreation Commissioner would be to provide unbiased and sound decision making and recommendations when it comes to new developments, city expenditures, improvements and revisions within the purview of the Parks and Recreation Commission.

5. Q: What skills and/or experience do you believe would be important to your role as a commissioner?

A: As a former Planning Commissioner, Planning Technician and Planning Consultant with the City of Malibu, I bring with me a solid understanding of the nuances of decision making within a city environment, and how commissions interact with city staff, the City Council and the citizens to make good decision that benefit all stakeholders.

6. Q: How would you know if the commission is successful in supporting the City Council's Goals, Priorities, and Strategies?

A: I would know the Parks and Recreation Commission was successful if, after in depth review and public comment, it was able to make unbiased and sound decisions on recommendations made by the City Council.

7. Q: What would you like to accomplish as a member of the commission?

A: I am always interested in safe and ample bike routes. I am also passionate about establishing and maintaining designated recreational parks and trails and having community centers available for seniors and cultural preservation.

8. Q: What are the greatest opportunities facing the community in regards to this commission?

A: I am assuming the City of Morgan Hill is poised for a development growth boom, so I would think there will be ample opportunity to work with developers to ensure there are plans for community improvements along with those developments.

9. Q: If you are an incumbent seeking reappointment, check all that apply:

A: Not applicable

10. Q: If you are assigned to a special project, please identify the project:

A:

January 7, 2018

TO: City Clerk's Office
City of Morgan Hill
FROM: Lisa Cavigliano
RE: Parks and Recreation Commissioner Opening

I am very interested in filling one of the open commissioner positions for the Parks and Recreation Commission with the City of Morgan Hill beginning April 1, 2018. I am a fairly new resident to Morgan Hill, but I am very excited to be living in such a beautiful community and I am passionate about smart city planning, parks, the development of cultural and senior centers, and safe and ample biking opportunities, and I believe I would be an asset to the Commission.

My experience as a Planning Commissioner with the City of Malibu, and as a Planning Technician and Planning Consultant with the City of Malibu, gives me a solid foundation for understanding city planning, commission duties and responsibilities, and the important role the commissioners play in the decision making process for new policies, procedures and developments within the City of Morgan Hill. I really enjoyed my experience as Planning Commissioner with the City of Malibu and performed my civic responsibility with pride and commitment. I would be honored to have the same opportunity with the City of Morgan Hill.

In addition, as a LEED General Associate, I have a good understanding of green and sustainable practices when it comes to built environments and city planning. I believe this is valuable knowledge to have and offers an important perspective to my service.

If you have any questions, please feel free to call me directly. Thank you in advance for your consideration.

Sincerely,

Lisa Cavigliano
[REDACTED]

Attachment: Lisa Cavigliano packet PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

Lisa Elaine Cavigliano

Phone: [REDACTED] Morgan Hill, CA. 95037
• E-Mail: [REDACTED]

LEC

Objective

Seeking a position as a Parks and Recreation Commissioner with the City of Morgan Hill.

Skills

Membership Manager - Cultivate and grow ICA's membership base through annual appeal and membership retention and renewal programs. Implement special events targeting new membership segments and establish incentive programs to engage new members. Manage donor database through eTapestry and compile and analyze membership trends and composition. Staff support for annual Silent and Live Auction fundraiser, Talking Art, ICA LIVE, donor special events and private collection tours. Fundraising strategies including solicitation of endowment gifts, major gifts, planned gifts and donor outreach.

Planning Technician – Public counter experience includes reviewing residential development plans, providing advice regarding zone requirements, Municipal Code and Local Coastal Program requirements, application submittals and fee collection. Permit processing including over-the-counter, temporary use, sign permits, tenant improvement and special events permits. Provided administrative support to the Planning Department staff.

Current Planning – Prepared written analysis of, and processed, simple land use projects such as Administrative Plan Reviews, Administrative Coastal Development Permits, and Wireless Telecommunication Facilities Permits. Prepared staff reports for Coastal Development Permit Extensions. Conducted site-visits and met with project managers, architects, contractors and developers.

Planning Consultant – Crafted case studies, policy language and conducted and managed an extensive research survey for a citywide View Restoration Ordinance. Generated a Conditional Use Permit amortization research study and City Council staff reports.

Planning Commissioner – Responsible for administering zoning laws, ordinances, rules and regulations and reviewing environmental documents. Provided direction for short and long-range growth and development and responsible for maintaining and implementing the City's General Plan relating to development projects. Specific long range planning projects included a Retail Formula Ordinance, Parks and Trail Maps, and a View Restoration Ordinance.

Experience

Membership Manager

San Jose Institute of Contemporary Art

03/13/17 to present

Planning Consultant

LT Consulting/Owner – San Jose, CA

12/2012 to 12/2015

Planning Technician

City of Malibu – Malibu, CA

01/2014 to 04/2014

Planning Commissioner

City of Malibu – Malibu, CA

06/2010 to 12/2011

Attachment: Lisa Cavigliano packet PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

Sales Evangelist**06/2012 to 12/2012**

Living Homes – Santa Monica, CA

Owner/Publisher**04/1989 to 04/1991**

OnStage Magazine – San Jose, CA

Education/Training

CSU, Sacramento

124 units completed

Journalism/English**UCLA, Los Angeles**

24 units completed

Global Sustainability Certificate**LEED Green Associate****ID# 10594455 – current****Basic Mediation Training****LA County Bar Assoc. 2013****CALGreen: The Next Generation training****07/2014**

10 - Commission Member

Contact Information -- Person ID: 32603300

Name: MAUREEN GRZAN-PIERACCI Address: [REDACTED] Morgan Hill, California 95037 US

Home Phone: [REDACTED] Alternate Phone:

Email: [REDACTED] Former Last Name:

Month and Day of Birth: [REDACTED]

Personal Information

Driver's License: Yes, California , [REDACTED] , Class C

Can you, after employment, submit proof of your legal right to work in the United States? Yes

What is your highest level of education? Bachelor's Degree

Preferences

Preferred Salary:

Types of positions you will accept:

Types of work you will accept:

Types of shifts you will accept: Day , Evening , Night , Weekends , On Call (as needed)

Objective

To become a Parks and Recreation Commissioner for the City of Morgan Hill.

Education

College Did you graduate: Yes
University of California, Berkeley
 berkeley.edu College Major/Minor: Media Studies
 [Unspecified Start] - 12/2009 Degree Received: Bachelor's
 Berkeley, California

Work Experience

Recreation Coordinator Hours worked per week: 40
 5/2014 - Present # of Employees Supervised: 40
 City of Mountain View Name of Supervisor: Greg Milano - Recreation Supervisor
 www.mountainview.gov May we contact this employer? Yes
 500 Castro Street
 Mountain View, California 94041
 650-903-6404

Duties

The City of Mountain View - Community Services Department is a two-time nominee for the National Recreation and Parks Association Gold Medal Award (2016 & 2017). The Department is widely recognized its innovative programs and commitment to meeting the community needs. As a Recreation Coordinator for Youth & Teen Programs, I was responsible for:

- Programming, staffing, supervising, and evaluating after school programs, summer camps, The View Teen Center, and special events, serving 79,000 residents.
- Serving as Staff Liaison to the council-appointed Youth Advisory Committee.
- Managing a \$700,000 youth and teen budget.
- Scoring and administering contracts for programming at The View Teen Center.
- Developing new marketing materials, including flyers, posters, and brochures, using Adobe Illustrator and Photoshop.

- Creating and revitalizing 9 summer youth programs for summer 2016 that had over 1,200 registrations and a revenue of \$180,000.
- Serving as Chair for the 2017 Community Tree Lighting Celebration

Reason for Leaving

Currently employed with the City of Mountain View, though I'm looking for an opportunity to serve my hometown.

After School Site Director

8/2012 - 5/2014

YMCA of Silicon Valley
www.ymcasv.org
80 Saratoga Ave.
Santa Clara, California 95051
408-351-6400

Hours worked per week: 40
of Employees Supervised: 17
Name of Supervisor: Andrea Nicolette - Program Director
May we contact this employer? Yes

Duties

The YMCA of Silicon Valley is a leading non-profit committed to strengthening communities through youth development, healthy living, and social responsibility. As a site director, I was responsible for:

- Leading as Operations Manager for summer camps and supervising 17 staff with duties including: program development, scheduling, budget, safety procedures, and personnel issues.
- Training 60 leaders and site directors continuously in various staff development areas, including positive communication, time management, inclusive programming, and lesson planning and delivering.
- Working in tandem with the Gilroy Unified School District and Mt. Madonna YMCA to provide after school programming to 160 students and summer camp to 300 students.

Reason for Leaving

Better opportunity in Mountain View, CA.

Teen Center Coordinator

3/2011 - 8/2012

City of Morgan Hill
www.morganhill.ca.gov
171 West Edmundson
Morgan Hill, California 95037
(408) 782-2128

Hours worked per week: 30
of Employees Supervised: 2
Name of Supervisor: Susan Fent - Senior Center Coordinator
May we contact this employer? Yes

Duties

Representing a partnership between the City of Morgan Hill and the Mt Madonna YMCA, the Centennial Recreation Teen Center is designed to be a safe place for teenagers to hang out and have fun while in the presence of positive adult role models. As Teen Center Coordinator, I was responsible for:

- Originating and revitalizing 35+ monthly recreational and educational youth-focused programs.
- Initiating marketing strategies and tools that led to a 50% increase in membership at the Centennial Recreation Teen Center.
- Pioneering a Vision and Mission Statement for the Teen Center that included a five-year plan.
- Balancing a yearly budget for supplies, snack bar, and staff.
- Recognized as Developmental Asset Champion of the Month.

Reason for Leaving

Better opportunity serving the youth of our community.

Field Publicity and Promotions

12/2009 - 10/2010

Terry Hines and Associates
www.terryhines.com
180 Sansome St. #200

Hours worked per week: 40
Name of Supervisor: Betsy Abendroth - Publicist
May we contact this employer? Yes

San Francisco , California 94104
415-834-1111

Duties

Terry Hines and Associates is a full-service marketing agency serving entertainment properties, including major motion picture studios. As a Field Publicity and Promotions Coordinator, I was responsible for:

- Producing and managing over a hundred promotional events, including event sponsorship with Cal Bears, Sacramento Kings, and the Half Moon Bay Pumpkin Festival.
- Writing and distributing media alerts, which resulted in over \$50,000 of promotional value for each publicity event.
- Coordinating Personal Appearance Tours for renowned clientele, which included planning and overseeing publicity events, arranging press, and managing talent and press relations.
- Managing screening program schedules for major motion picture studios in multiple markets, including Paramount Pictures, Focus Features, and Summit Entertainment.

Reason for Leaving

Looking to move from a corporate environment to public service.

Certificates and Licenses

Type: Certified Parks and Recreation Professional

Number:

Issued by: National Recreation and Parks Association

Date Issued: 5 /2017 Date Expires: 5 /2019

Skills

Office Skills

Typing:

Data Entry:

Other Skills

Trained Conflict Mediator (Santa Clara County)
Beginner - 9 years and 0 months

Languages

American Sign Language - Speak, Read, Write

Additional Information

Interests & Activities

I'm an adventurer at heart. I love exploring new areas while hiking. My love for nature has led me to become an advocate for local parks and reserves. Additionally, I'm an avid gardener. My plot at the Morgan Hill Community Garden is overflowing with tomatoes and seasonal vegetables.

References

Professional

Milano, Greg

Recreation Supervisor

Professional

Fent, Susan

Regional Director of Institute on Aging

Resume

Text Resume

City of Morgan Hill has chosen not to collect this information for this job posting.

Attachments

Attachment	File Name	File Type	Created By
Cover Letter - Parks and Recreation Commissioner.pdf	Cover Letter - Parks and Recreation Commissioner.pdf	Cover Letter	Job Seeker
Resume - Maureen Grzan-Pieracci .pdf	Resume - Maureen Grzan-Pieracci .pdf	Resume	Job Seeker

Agency-Wide Questions

1. Q: Were you ever discharged from employment or forced to resign?

A: No

2. Q: Are you now or have you ever been employed by the City of Morgan Hill?

A: Yes

3. Q: Do you have a relative who is an official or employee of the City of Morgan Hill?

A: No

Supplemental Questions

1. Q: Which commission are you interested in serving?

A: Parks and Recreation Commission

2. Q: Please attach a resume or briefly describe your background listing the qualifications and skills which you can contribute to the Commission.

A: It is with great enthusiasm that I submit my qualifications to be a Parks and Recreation Commissioner for the City of Morgan Hill. In applying to be a commissioner, I hope to be an asset to my community by utilizing my leadership skills and knowledge of parks and recreation in serving this great town.

Since 1994, I have been an active citizen for the City of Morgan Hill. Morgan Hill is where I was educated, learned to thrive as an adult, got married, and now chosen to raise my child. I am honored for the opportunity to serve this great community. I have a passion and vision to make the City of Morgan Hill a thriving community with equal access to parks and facilities that excel past the needs of the constituents.

I am a dedicated parks and recreation professional, currently working for the City of Mountain View. As a Recreation Coordinator for the City of Mountain View, I have been in charge of youth, teen, and special event programming. Some of my greatest accomplishments have been creating a summer food service program with the school district serving 14,000 youth free of cost, along with developing quality and sustainable programming at the 6,000 sqft teen center. In April 2017, I became a Certified Parks and Recreation Professional with the 2nd highest score in my department. Prior to the City of Mountain View, I worked as the Teen Center Coordinator for the City of Morgan Hill and as an After School Site Director for the Mt. Madonna YMCA. My background places me in a unique position to not only understand how parks and recreation departments function, but how our cities resources function. Additionally, and perhaps most valuably, my background allows me to compare our city resources to our neighboring cities. I believe the City of Morgan Hill could benefit from my knowledge, passion, and drive as a serving member of the Parks and Recreation Commission.

3. Q: Have you served on any other citizen advisory commissions or committees? If so, please list and briefly explain the purpose of each committee.

A: This is my first time submitting an application for a commission.

- 4.** Q: What do you believe to be the role of the commission you are interested in serving on and why would you like to serve on this commission?
- A: The Parks and Recreation Commission serves as a conduit for citizen input. I would like to serve the City of Morgan Hill by offering my knowledge of parks and recreation and city functions to guide City Council and city employees.
-
- 5.** Q: What skills and/or experience do you believe would be important to your role as a commissioner?
- A: I am an active Parks and Recreation Professional for the City of Mountain View. Currently, I am the staff liaison for the Youth Advisory Committee. This experience has given me insight into the role and functioning of a city committee/commission. Though different, both Morgan Hill and Mountain View are facing a great transition in employment and development. My experiences and efforts are of value to the City of Morgan Hill. Additionally, I am a long time citizen of the City of Morgan Hill (24 years). I remember Morgan Hill before the recreation and aquatic centers, before after school programming. I have seen the efforts that City Council and city staff have made to improve the city. I am honored for the opportunity to contribute to the enhancement of the City in a formal role.
-
- 6.** Q: How would you know if the commission is successful in supporting the City Council's Goals, Priorities, and Strategies?
- A: A commission could consider itself successful by continually offering input to City Council as well as meeting the items on the work plan. If the main objective of a commission is to be a conduit of citizen input, then the best thing a commission could do would be support and provide input on goals, priorities, and strategies.
-
- 7.** Q: What would you like to accomplish as a member of the commission?
- A: As a member of the Parks and Recreation Commissioner, I hope to be an advocate for resources to our underserved community members. I believe our city, if united, could provide a thriving and healthy community valued by all. I would like to share my vision, learn about city initiatives, and provide input on behalf of our citizens.
-
- 8.** Q: What are the greatest opportunities facing the community in regards to this commission?
- A: The City of Morgan Hill has made substantial improvements to recreational programming and park facilities recently, with many more still in the plans. The Magical Bridge playground is going to take a city-wide effort to fundraise, but the outcome will be beneficial to all for many years. I would like to become a leader in these efforts.
-
- 9.** Q: If you are an incumbent seeking reappointment, check all that apply:
- A: Not applicable
-
- 10.** Q: If you are assigned to a special project, please identify the project:
- A:

January 24, 2018

To Whom It May Concern,

It is with great enthusiasm that I submit my qualifications to be a Parks and Recreation Commissioner for the City of Morgan Hill. In applying to be a commissioner, I hope to be an asset to my community by utilizing my leadership skills and knowledge of parks and recreation in serving this great town.

Since 1994, I have been an active citizen for the City of Morgan Hill. Morgan Hill is where I was educated, learned to thrive as an adult, got married, and now chosen to raise my child. I am honored for the opportunity to serve this great community. I have a passion and vision to make the City of Morgan Hill a thriving community with equal access to parks and facilities that excel past the needs of the constituents.

I am a dedicated parks and recreation professional, currently working for the City of Mountain View. As a Recreation Coordinator for the City of Mountain View, I have been in charge of youth, teen, and special event programming. Some of my greatest accomplishments have been creating a summer food service program with the school district serving 14,000 youth free of cost, along with developing quality and sustainable programming at the 6,000 sqft teen center. In April 2017, I became a Certified Parks and Recreation Professional with the 2nd highest score in my department. Prior to the City of Mountain View, I worked as the Teen Center Coordinator for the City of Morgan Hill and as an After School Site Director for the Mt. Madonna YMCA. My background places me in a unique position to not only understand how parks and recreation departments function, but how our cities resources function. Additionally, and perhaps most valuably, my background allows me to compare our city resources to our neighboring cities. I believe the City of Morgan Hill could benefit from my knowledge, passion, and drive as a serving member of the Parks and Recreation Commission.

Thank you for considering my application.

Sincerely,

Maureen Grzan-Pieracci

[REDACTED]
Morgan Hill, CA 95039

C: [REDACTED]

E: [REDACTED]

Attachment: Maureen Grzan-Pieracci PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

MAUREEN GRZAN-PIERACCI

PUBLIC SERVICE PROFESSIONAL

PROFILE

Little info about me:

A highly resourceful, flexible, and innovative professional possessing excellent inter-personal and communication skills. Marketing and promotional experience in both corporate and non-profit environments. Commitment to public service and youth development. I'm an adventurer at heart. I love exploring new areas while hiking. My love for nature has led me to become an advocate for local parks and reserves.

EDUCATION

BACHELOR OF ARTS (B.A.)

MEDIA STUDIES

University of California, Berkeley

CERTIFIED PARKS AND RECREATION PROFESSIONAL (CPRP)

National Recreation and Parks Association
2017

SKILLS

Adobe Photoshop
Adobe Illustrator
Microsoft Word
Microsoft Excel
Adobe Acrobat



REFERENCES

Greg Milano

Recreation Supervisor

t: [REDACTED]

e: [REDACTED]

Susan Fent

Regional Director of Institute on Aging

t: [REDACTED]

e: [REDACTED]

CONTACT

[REDACTED]
Morgan Hill, CA 95037

t: [REDACTED]

e: [REDACTED]

Linkedin.com/in/maureen-grzan-pieracci

PROFESSIONAL EXPERIENCE

RECREATION COORDINATOR

CITY OF MOUNTAIN VIEW | 2014-PRESENT

The City of Mountain View- Community Services Department is a two-time nominee for the National Recreation and Parks Association Gold Medal Award (2016 & 2017). The Department is widely recognize for its innovative programs and commitment to meeting the community needs. As a Recreation Coordinator for Youth & Teen Programs, *I was responsible for:*

- Programming, staffing, supervising, and evaluating after school programs, summer camps, The View Teen Center, and special events, serving 79,000 residents.
- Serving as Staff Liaison to the council-appointed Youth Advisory Committee.
- Managing a \$700,000 youth and teen budget.
- Scoring and administering contracts for programming at The View Teen Center.
- Developing new marketing materials, including flyers, posters, and brochures, using Adobe Illustratr and Photoshop.
- Creating and revitalizing 9 summer youth programs for summer 2016 that had over 1,200 registrations and a revenue of \$180,000 (a 45% increase over summer 2015).
- Serving as Chair for the 2017 Community Tree Lighting Celebration.

AFTER SCHOOL SITE DIRECTOR

YMCA OF SILICON VALLEY | 2012-2014

The YMCA of Silicon Valley is a leading non-profit committed to strengthening communities through you development, healthy living, and social responsibly. As an after school site director, *I was responsible for*

- Leading as Operations Manager for summer camps and supervising 17 staff with duties including: program development, scheduling, budget, safety procedures, and personnel issues.
- Training 60 leaders and site directors continuously in various staff development areas, including positive communication, time management, inclusive programming, and lesson planning and delivering.
- Working in tandem with Gilroy Unified School District and Mt. Madonna YMCA to provide after scho programming to 160 students and summer camp to 300 students.

TEEN CENTER COORDINATOR

CITY OF MORGAN HILL and YMCA of Silicon Valley | 2011-2012

Representing a partnership between the City of Morgan Hill and the Mt. Madonna YMCA, the Centennia Recreation Teen Center is designed to be safe place for teenagers to hang out and have fun while in the presence of positive adult role models. As Teen Center Coordinator, *I was responsible for:*

- Originating and revitalizing 35+ monthly recreational and educational youth-focused programs.
- Initiating marketing strategies and tools that led to a 50% increase in membership at the Centennial Recreation Teen Center.
- Pioneering a Vision and Mission Statement for the Teen Center that included a five-year plan.
- Balancing a yearly budget for supplies, snack bar, and staff.
- Recognized as Development Asset Champion of the Month, October 2011.

FIELD PUBLICITY AND PROMOTIONS

TERRY HINES AND ASSOCIATES | 2009-2010

Terry Hines and Associates is a full-service marketing agency serving entertainment properties, including major motion picture studios. As a Field Publicity and Promotions Coordinator, *I was responsible for:*

- Producing and managing over a hundred promotional events, including event sponsorship with Cal Bears, Sacramento Kings, and the Half Moon Bay Pumpkin Festival.
- Writing and distributing media alerts, which resulted in over \$50,000 of promotional value for each publicity event.
- Coordinating Personal Appearance Tours for renowned clientele, which included planning and over-seeing publicity events, arranging press, and managing talent and press relations.
- Managing screening program schedules for major motion picture studios in multiple markets, including Paramount Pictures, Focus Features, and Summit Entertainment.

Attachment: Maureen Grzan-Pieracci PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

10 - Commission Member

Contact Information -- Person ID: 34865474

Name: Norvin L Vogel Address: [REDACTED]
Morgan Hill, California 95037
US

Home Phone: [REDACTED] Alternate Phone: [REDACTED]

Email: [REDACTED] Former Last
Name:

Month and Day of Birth: 07/28

Personal Information

Driver's License: Yes, California , [REDACTED] , Class C

Can you, after employment, submit proof of
your legal right to work in the United States? Yes

What is your highest level of education? Some College

Preferences

Preferred Salary:

Types of positions you will accept:

Types of work you will accept:

Types of shifts you will accept:

Objective**Education**

College

Lehigh CC / De Francis de Sale / University of Hawaii CC

8/1969 - [Unspecified End]

Allentown / Pearl City Hawaii, Pennsylvania

Did you graduate: No

College Major/Minor:

Units Completed: 30 Quarter

Degree Received: Associate's

Work Experience

President

1/2018 - Present

Vogel and Associates Insurance and Financial Service, Corp

2155 So Bascom Ave

Campbell, California 95008

4083716010

Hours worked per week: 40

of Employees Supervised: 5

May we contact this employer? Yes

Duties

Over see operation of Corp.

Reason for Leaving

N/A

Certificates and Licenses

Type: California P&C, Life Lic. Securities Lic 63, 6, 7, 28, 51

Number: 0497134

Issued by: California Department of Insurance

Date Issued: 9 /1967 Date Expires:

Type: California Casualty Broker, Life and Health Securities Lic 6,
7, 63, 28, 51

Attachment: Norvin Vogel PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

Number: 0497134

Issued by: California Dept of Ins / NASD SEC

Date Issued: 1 /1997 Date Expires:

Skills

Office Skills

Typing: 50

Data Entry: 50

Additional Information**References**

Professional

Power, David

Attorney

Gilroy, California

Professional

Cook, Dawn

Business Owner

Morgan Hill, California 95037

Resume**Text Resume**

City of Morgan Hill has chosen not to collect this information for this job posting.

Attachments

Attachment	File Name	File Type	Created By
Vogel, Norvin U4.pdf	Vogel, Norvin U4.pdf	Resume	Job Seeker
January 4 Parks and Rec letter.docx	January 4 Parks and Rec letter.docx	Cover Letter	Job Seeker

Agency-Wide Questions

1. Q: Were you ever discharged from employment or forced to resign?

A: No

2. Q: Are you now or have you ever been employed by the City of Morgan Hill?

A: No

3. Q: Do you have a relative who is an official or employee of the City of Morgan Hill?

A: No

Supplemental Questions

1. Q: Which commission are you interested in serving?

A: Parks and Recreation Commission

2. Q: Please attach a resume or briefly describe your background listing the qualifications and skills which you can contribute to the Commission.

A: 1. President of Vogel and Associates from 2007 to present, overseeing 5 to 7 employees.

Attachment: Norvin Vogel PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

2. Financial Services Manager for Northern California with Allstate Financial Services over seeing 100+ security registered Representatives from 2000 to 2007.
3. President of the Del Monte HOA Condominium Association from 2012 to 2017.
4. Sales Manager with Allstate Insurance from 1997 to 2000 over seeing 30+ insurance agents in Santa Clara County.
5. Morgan Hill 4th of July parade from 2005 to 2010.

3. Q: Have you served on any other citizen advisory commissions or committees? If so, please list and briefly explain the purpose of each committee.

A: Volunteered for 5 years as President of the Homeowners Board of a local Association.

4. Q: What do you believe to be the role of the commission you are interested in serving on and why would you like to serve on this commission?

A: Over see current policy that has been developed by the City Council and assist along with the City Council the future plans for our Parks.

5. Q: What skills and/or experience do you believe would be important to your role as a commissioner?

- A:
1. President of Vogel and Associates from 2007 to present, overseeing 5 to 7 employees.
 2. Financial Services Manager for Northern California with Allstate Financial Services over seeing 100+ security registered Representatives from 2000 to 2007.
 3. President of the Del Monte HOA Condominium Association from 2012 to 2017.
 4. Sales Manager with Allstate Insurance from 1997 to 2000 over seeing 30+ insurance agents in Santa Clara County.
 5. Morgan Hill 4th of July parade from 2005 to 2010.

6. Q: How would you know if the commission is successful in supporting the City Council's Goals, Priorities, and Strategies?

A: The feed back from the City Council would insure the continued direction of the Parks and Rec strategies.

7. Q: What would you like to accomplish as a member of the commission?

A: Continue to support the wonderful parks and activities we enjoy here in Morgan Hill

8. Q: What are the greatest opportunities facing the community in regards to this commission?

A: Continued development of parks for our Residents

9. Q: If you are an incumbent seeking reappointment, check all that apply:

A: Not applicable

10. Q: If you are assigned to a special project, please identify the project:

A:

January 4, 2018

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

Subject: Appointment of Commissioner for Parks & Recreation

I would like to apply for a seat on the Parks and Recreation Commission. I currently live at [REDACTED]
[REDACTED] in Morgan Hill and have lived in Morgan Hill since 2005.

I have listed a brief description of my qualifications:

1. President of Vogel and Associates from 2007 to present, overseeing 5 to 7 employees.
2. Financial Services Manager for Northern California with Allstate Financial Services over seeing 100+ security registered Representatives from 2000 to 2007.
3. President of the Del Monte HOA Condominium Association from 2012 to 2017.
4. Sales Manager with Allstate Insurance from 1997 to 2000 over seeing 30+ insurance agents in Santa Clara County.
5. Morgan Hill 4th of July parade from 2005 to 2010.

The future development of Morgan Hill's Parks is very important to me and I look forward to assisting in the future of our great community.

With our shared future in mind,

Norvin L. Vogel
[REDACTED]

Attachment: Norvin Vogel PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

U4 Information

Norvin Vogel (XXX-XX-7540)

1.m

Note: This information was obtained from the FINRA WebEFT Individual Information Report dated 12/24/2017 .

Section 1: General Information

Name:	NORVIN LARRY VOGEL JR	Individual SSN:	[REDACTED]
Firm Name:	Using AREF; Allstate Financial Services	Individual CRD#:	[REDACTED]
Employment Date:	01/2000	Firm CRD #:	18272
Employment Type:	Registered Representative	Independent Contractor:	No
Position In Firm:		Billing Code:	52
On Active Military Duty:	No		

Registered Office Of Employment

Branch CRD	Firm CRD#	Address	Private Residence	Office Relationship	Billing Code	Type Of Office	Start Date	End Date
382448	18272	2155 BASCOM AVE STE 205 CAMPBELL CA 95008-3279 United States	No	Located At	52		09/30/2008	
388050	18272	199 1ST ST STE 328 LOS ALTOS CA 94022-2708 United States	No	Located At	52		04/25/2013	
152050	18272	1740 TECHNOLOGY DR SAN JOSE CA 95110-1373 United States	No	Located At	52		10/31/2005	01/18/2006
209231	18272	4804 MISSION ST SAN FRANCISCO CA 94112-3432 United States	No	Located At	52		12/21/2005	01/18/2006
151844	18272	10901 GOLD CENTER DR RANCHO CORDOVA CA 95670-6056 United States	No	Located At	52		01/18/2006	07/30/2007
151844	18272	10901 GOLD CENTER DR RANCHO CORDOVA CA 95670-6056 United States	No	Located At	52		01/18/2006	06/26/2006
152050	18272	1740 TECHNOLOGY DR SAN JOSE CA 95110-1373 United States	No	Located At	52		02/09/2006	06/26/2006
221540	18272	357 PIERCY RD SAN JOSE CA 95138-1403 United States	No	Located At	52		06/26/2006	07/06/2006
340333	18272	199 1ST ST STE 328 LOS ALTOS CA 94022-2708 United States	No	Located At	52		07/30/2007	04/25/2013
340342	18272	4306 EL CAMINO REAL PALO ALTO CA 94306 United States	No	Located At	52		07/30/2007	09/25/2007
354834	18272	4950 HAMILTON AVE SAN JOSE CA 95130-1750 United States	No	Located At	52		01/04/2008	12/19/2008
366505	18272	199 1ST ST STE 329 LOS ALTOS CA 94022-2708 United States	No	Located At	52		04/16/2008	04/16/2010
366507	18272	4309 EL CAMINO REAL PALO ALTO CA 94306-4407 United States	No	Located At	52		04/16/2008	04/16/2008
366508	18272	745 DISTEL DR STE 8 LOS ALTOS CA 94022-1545 United States	No	Located At	52		04/16/2008	04/16/2008
366510	18272	4309 EL CAMINO REAL PALO ALTO CA 94306-4407 United States	No	Located At	52		04/16/2008	07/23/2008

Non Registered Office Of Employment

Address	Firm CRD#	Private Residence	Billing Code	Type Of Office	Start Date	End Date
1740 TECHNOLOGY DR SAN JOSE CA 95110-1373 United States	18272	No	52		01/06/2000	01/18/2006

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Section 2: Fingerprint Information

Attachment: Norvin Vogel PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

Submitting Organization	Bar Code	Received Date	Status	Status Date
None				

1.m

Section 3: Registration with Unaffiliated Firms

FINRA does not provide information from Section 3 via WebEFT.

Sections 4 and 5: SRO and Jurisdiction Registrations

Section 6: Registration with Affiliated Firms

Section of Registration with Estimated Value											
Date Firm Of CRD	Independent	Branch	Branch	Private	Office	Billing	Type Of				
Hire #	Organization Name	Contractor	CRD	Code	Address	Residence	Relationship	Code	Office	Start Date	End Date
None											

Section 7: Examination Requests

Section 8: Professional Designations

Designation	Designating Authority	Date Filed
None		

Section 9: Identifying Information / Name

First Name:	NORVIN	Middle Name:	LARRY	Last Name:	VOGEL	Suffix:	JR
Date of Birth:		Weight:		State / Province of Birth:			
Sex:	M	Height:	6 ft. 1 in.	Country of Birth:	United States		
Hair Color:	Red or Auburn	Eye Color:	Green				

Section 10: Other Names

Alias # 1:	NORV VOGEL
------------	------------

Section 11: Residential History

Date range	Address
08/2010 -	, MORGAN HILL CA 95037-6408 United States
07/2005 - 08/2010	, MORGAN HILLS CA 95037-3543 United States
07/2003 - 07/2005	, SAN JOSE CA 95123 United States
05/1999 - 07/2003	, SAN JOSE CA 95123 United States
01/1997 - 05/1999	, SAN JOSE CA 95124 United States
12/1995 - 01/1997	, SAN JOSE CA 95118 United States
01/1976 - 12/1995	, SAN JOSE CA 95123 United States

Section 12: Employment History

Date Range	Organization Name and Location	Investment Related	Position Held
06/2013 -	VOGEL & ASSOCIATES INSURANCE AND FINANCIAL SERVICES, INC LOS ALTOS, CA, USA	No	AGENT
02/1998 -	ALLSTATE INSURANCE COMPANY SAN JOSE, CA, USA	No	AGENT
09/1995 - 02/1998	NEW YORK LIFE INSURANCE COMPANY SAN JOSE, CA, USA	No	SALES MANAGER
02/1992 - 09/1995	LUTHERAN BROTHERHOOD SECURITIES CORP. SAN JOSE, CA, USA	Yes	SALES AGENT
05/1982 - 02/1992	VOGEL AND ASSOCIATES SAN JOSE, CA, USA	No	SALES AGENT

Section 13: Other Businesses

None	
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Section 14: Disclosure Questions

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Attachment: Norvin Vogel PRC Application (1603 : Interviews to Fill LCAC and PRC vacancies)

None

Bond Disclosure Reporting

None

Civil/Judicial Disclosure Reporting

None

Criminal Disclosure Reporting

None

Customer Complaint Disclosure Reporting

None

Internal Review Disclosure Reporting

None

Investigation Disclosure Reporting

None

Judgment/Lien Disclosure Reporting

None

Regulatory Action Disclosure Reporting

None

SRO Arbitration/Reparation Disclosure Reporting

None

Termination Disclosure Reporting

None



CITY OF MORGAN HILL APPLICATION FOR APPOINTMENT TO COMMISSION OR COMMITTEE

(In order to be considered for appointment, this application form must be fully executed and all questions answered by applicant, including those who are Incumbents. If you prefer to type your answers on the form, an electronic version will be e-mailed to you upon request.)

Name: Ron Locicero

*E-mail Address: [REDACTED]

*Home address: [REDACTED]

*City: [REDACTED]

*Telephone: (Work) ()

(Home) ()

(Cell) ()

Occupation: Retired

Employer: _____

Number of Years lived within City Limits: 41

Are you a registered voter? Yes ☒ No ☐

If not a MH resident, years worked in City Limits: _____

-or-

Years lived within the MH School District boundary: _____

Do you have any relatives currently employed by the City of Morgan Hill? Yes ☐ No ☒

Properties owned in Morgan Hill/Address(es): [REDACTED]

*I consent to the release to the public of the above contact information marked with an *: Yes ☒ No ☐

QUESTIONNAIRE

(Please attach additional sheets, as necessary, to provide complete answers)

1. Please attach a resumé, or briefly describe your background, listing the qualifications and skills, which you can contribute to the Commission. 41 years teacher

2. Have you served on any other citizen advisory commissions or committees? If so, please list and briefly explain the purpose of each committee. 5 years Rec Supervisor city Monterey

no

3. What do you believe to be the role of the Commission, and why you would like to serve on this Commission?

Improve Recreation for all people

4. What skills and experience do you believe would be important to your role as a Commissioner?

41 years teacher
5 " Rec Supervisor - City of Monterey

5. How would you know if the Commission is successful in supporting the City Council's Goals?

I am currently on the Commission

S:\Commission & Committees\Application\Generic Commission Application.doc

Updated: 3/4/2011

6. What would you like to accomplish as a member of the Commission?

Complete Inclusive Play ground

7. What are the greatest opportunities facing the community in regards to this Commission?

Built Inclusive Play ground

8. If you are an incumbent seeking reappointment:

- | | | |
|--|---|-----------------------------|
| • Are you currently serving on a Committee? | Yes ☒ | No ☐ |
| • Are you next in line to serve as Chair or Vice-Chair? | Yes ☒ | No ☐ |
| • Are you assigned to a special project? | Yes ☒ | No ☐ |
| • If assigned to a special project, please identify the project: | | |

Inclusive Play ground

Name of commission

PRC

9. I am interested in serving on the following Commission or Committee? Please indicate:

☐ **LIBRARY, CULTURAL AND ARTS COMMISSION**

The Library, Culture and Arts Commission provides the City Council with advice and recommendations regarding the adequacy of library facilities; seeks opportunities for city sponsored artistic and performance opportunities; encourages community involvement in the arts; and reviews and recommends works of art to be acquired by the City or installed on public property. This seven member Committee meets on the second Tuesday of odd numbered months at 7:00 p.m. at the Morgan Hill Library.

☒ **PARKS & RECREATION COMMISSION**

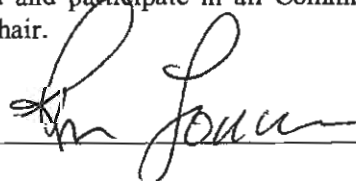
The Parks and Recreation Commission provides the City Council with advice and recommendations on recreation programs, activities and resources. The Commission also plans for the future growth and development of parks facilities and recreation programming. This seven member Commission meets on the third Tuesday of odd numbered months at 7:00 p.m.

☐ **PLANNING COMMISSION**

The Planning Commission performs duties and exercises power and authority with regard to planning, subdivisions, zoning, zoning administration, residential development control, and other land use regulatory controls as prescribed by ordinance and state law. The Commission serves as an advisory body to the City Council on Zoning and General Plan related matters. The Commission is a seven member body, and each commissioner serves a term of four years and meets on the second and fourth Tuesday each month.

By my signature below, I consent to comply with all government regulations, should I be appointed to serve on a City of Morgan Hill Commission or Committee, and confirm that I have read the attached Ethics Policy; that I do subscribe to this Policy; that I will apply it to the specific responsibilities which I may be assigned; and that I will practice the core values set forth in this Policy in my public service for the City of Morgan Hill. Additionally, I commit to attend and participate in all Commission and Committee meetings to which I am appointed, unless excused by the Chair.

SIGNATURE:



Date:

1-17-2018



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Cynthia Iwanaga, Management Analyst
APPROVED BY: City Manager

FIRST AMENDMENT TO BRIGHTVIEW LANDSCAPE SERVICES AGREEMENT FOR GROUPS 2 & 4

RECOMMENDATION(S)

Approve the First Amendment to the Maintenance Service Agreement with Brightview Landscape Services, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

The City has contracted with Brightview Landscape Services, Inc. for landscape services at key public facilities and assessment districts since 2014. The current agreement was awarded to Brightview on June 15, 2016, after a Request for Proposals Process. The dollar amount of the current agreement is \$300,000 for two years of service including emergency repairs and will expire on June 30, 2018.

Staff is working towards transitioning all landscape agreements to begin on January 1st, which allows landscape contractors to begin new contracts during the slower winter season when they can properly prepare the landscape for the spring and summer seasons. The current Brightview contract for these service groups expires on June 30th, which would potentially result in a change of contractors on July 1st.

With this schedule in mind, staff recommends that the City extend Brightview's current agreement for an additional six months through December 31, 2018. If approved, the attached First Amendment will increase the agreement amount by \$70,000 for six months of service including emergency repairs. The revised total amount of the agreement would be \$370,000 for 2 ½ years of service.

If this extension is approved, staff intends to bid this public facilities and assessment districts landscape maintenance contract in the Fall of 2018, and to enter into a new landscape maintenance agreement with a start date of January 1, 2019.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the recommended extension of the public facilities and assessment district landscape maintenance agreement.

ALTERNATIVE ACTIONS:

The Council could decide not to approve the First Amendment and direct staff to either further negotiate the agreement or to solicit bids for the services included in the agreement.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On June 15, 2016, Council approved the original agreement for two years of service at \$300,000. This amount was for two years of weekly scheduled services plus additional services as authorized by the City's Contract Manager.

FISCAL AND RESOURCE IMPACT:

The total increase in the contract amount is \$70,000, which is ½ or 6 months of the total annual amount of \$120,324 plus \$9,838 for estimated additional services that may be authorized by the City's Contract Manager. This amount is already included in the contract service line item for the Building Maintenance (Fund 740) and Assessment District (Fund 229) adopted budgets. Administering landscape maintenance agreements is included in the work program of the Community Services Department.

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

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

LINKS/ATTACHMENTS:

1. Revised First Amendment to Groups 2 and 4 MSA_Feb2018

FIRST AMENDMENT TO AGREEMENT
BRIGHTVIEW LANDSCAPE SERVICES, INC.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and, BRIGHTVIEW LANDSCAPE SERVICES, INC., a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into based upon City of Morgan Hill City Manager's authority.
2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of June 28, 2016, for services for a maximum compensation of Three-Hundred Thousand Dollars (\$300,000) ("MAINTENANCE SERVICE AGREEMENT"). The MAINTENANCE SERVICE AGREEMENT is attached as Exhibit "A" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from June 28, 2016, until December 31, 2018."

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

"4.1. **Amount.** Compensation under this Agreement shall not exceed Three-Hundred Seventy Thousand Dollars (\$370,000)."

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

ATTEST:

CITY OF MORGAN HILL

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

City Manager

Date: _____

BRIGHTVIEW LANDSCAPE SERVICES, INC.

*Mike Carter*_____
By:

Title: Mike Carter VPGM

Print Name and Title of Signer.

If Corporate: Chairman, President or
Vice President

Date: 1/5/18

_____
By:

Title: Brett Urban CFO

Print Name and Title of Signer.

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

Date: 1/4/18

Attachment: Revised First Amendment to Groups 2 and 4 MSA_Feb2018 (1586 : Brightview Groups 2 & 4 First Amendment)

128-04-16-016

**MAINTENANCE SERVICE AGREEMENT
BRIGHTVIEW LANDSCAPE SERVICES, INC.**

THIS AGREEMENT is entered into and becomes effective on 6/28/16 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and BRIGHTVIEW LANDSCAPE SERVICES, INC. a California corporation ("SERVICE PROVIDER") 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 JUNE 15, 2016.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2018 at which time SERVICE PROVIDER'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 SERVICE PROVIDER shall be landscape maintenance services as further described in Exhibit A.
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$300,000.00. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed three hundred thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER 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 SERVICE PROVIDER during the initial term of this Agreement.
 - 4.2. **Billing.** SERVICE PROVIDER 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 SERVICE PROVIDER. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. 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 SERVICE PROVIDER 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, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work

product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The CITY Manager of CITY is authorized to terminate this AGREEMENT on behalf of CITY.

6. **Performance of Work.** SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. SERVICE PROVIDER 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 SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER's equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER 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 SERVICE PROVIDER's sole risk.

7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

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

8.1. **Insurance Types and Amounts.**

8.1.1. **Commercial General Liability (CGL).** SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

- 8.1.2. Automobile Liability. SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.3. Workers' Compensation Insurance and Employer's Liability. SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. Pollution (Environmental) Liability. If the performance of SERVICE PROVIDER'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, SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.5. Professional Liability.
- 8.1.5.1. If the performance of SERVICE PROVIDER'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), SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if SERVICE PROVIDER maintains a claims-made policy, SERVICE PROVIDER 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.
- 8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, hardware engineers, or other systems

consultants), SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.5.3. If the performance of SERVICE PROVIDER's work or service under this Agreement involves contact with minors, SERVICE PROVIDER 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 SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

8.2.1. **General Liability.**

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

8.2.1.2. 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,

8.2.1.3. insurance shall be primary non-contributing.

8.2.2. **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.

- 8.3. **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.

- 8.4. **Certificates.** SERVICE PROVIDER 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 SERVICE PROVIDER'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

9. **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.

10. **Compliance with Law.**

10.1. SERVICE PROVIDER 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. SERVICE PROVIDER 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.

10.2. Without limiting the provisions of Section 9.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

10.3. DIR Registration. The City will not accept a Bid Proposal from or enter into a contract with a Contractor, without first receiving proof to the satisfaction of City that Contractor and its Subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

11. **Independent Contractor.** SERVICE PROVIDER is an independent contractor and not an agent or employee of CITY.

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

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

14. **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 SERVICE PROVIDER is as follows:

Attachment: Revised First Amendment to Groups 2 and 4 MSA_Feb2018 (1586 : Brightview Groups 2 & 4 First Amendment)

BrightView Landscape Services
825 Mabury Road
San Jose, CA 95133

Address of CITY is as follows:

Community Services Dir.	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

15. **Licenses, Permits and Fees.** SERVICE PROVIDER 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.

16. **Maintenance of Records.**

16.1. **Maintenance.** SERVICE PROVIDER 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. SERVICE PROVIDER 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 SERVICE PROVIDER shall retain said records until such action is resolved.

16.2. **Access to and Audit of Records.** The CITY shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the SERVICE PROVIDER and its subcontractors related to services under this Agreement. Pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Parties to this Agreement may be subject, at the request of the CITY or as part of any audit of the CITY, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

17. **Familiarity with Work.** By executing this Agreement, SERVICE PROVIDER 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 SERVICE PROVIDER 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 SERVICE PROVIDER'S risk, until written instructions are received from CITY.

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

Attachment: Revised First Amendment to Groups 2 and 4 MSA_Feb2018 (1586 : Brightview Groups 2 & 4 First Amendment)

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

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

21. **Defense and Indemnification.**

21.1. **Defense and Indemnification.** SERVICE PROVIDER 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 SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

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

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

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

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

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

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

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

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

26. **Binding Agreement.** Notwithstanding the provisions of Section 18 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER 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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27. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

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

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

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

ATTEST:

[Signature]
City Clerk/Deputy City Clerk

Michelle Wilson
Print Name

Date: 6/28/16

APPROVED AS TO FORM:

[Signature]
Interim City Attorney

Gary M. Baum
Print Name

Date: 06/28/16

CITY OF MORGAN HILL

[Signature]
City Manager

Steve Rymer
Print Name

Date: 6/28/16

BRIGHTVIEW LANDSCAPE SERVICES, INC.

By: [Signature]

Title: MIKE CARTER VPGM
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: JUNE 9, 2016

By: [Signature]

Title: RONALD CAMMARATA, ASST. TREASURER
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 6/9/16

Contractor's License Number(s) (if applicable)

266211

Expiration Date(s)

3/31/18

Seal:

EXHIBIT A SCOPE OF SERVICES

All of the services as described in the contract documents for Group 2 and Group 4. The contract documents include:

- The City's Request for Proposals of April 5, 2016
- Addenda and clarifications issued in response to the Request for Proposals
- BrightView's proposal to the City dated April 14, 2016

These documents are incorporated herein by this reference as if fully set forth herein.

In addition, the Scope of Services will include additional repair work and other services that will be pre-authorized from time-to-time on an as-needed basis by the City's Contract Manager.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

Standard monthly compensation rates are specified on the following pages. In addition to the normal monthly charges, additional labor and material costs will be charged for additional work as pre-authorized by the City Contract Manager.

Exhibit B

2016-18 Landscape Services Cost Proposal

GROUP 2 – Full Service	Landscape Maintenance (Irrigation excluded)	Irrigation Maintenance	Total Annual Cost
Civic Center	\$1,680 per month	\$84 per month	\$ 21,168
Community & Cultural Center *	\$1,680 per month	\$84 per month	\$ 21,168
Centennial Recreation Center	\$ 1,190 per month	\$60 per month	\$ 15,000
Skate Park	\$100 per month	\$15 per month	\$ 1,380
Wildlife Trail	\$175 per month	\$22 per month	\$ 2,364
Aquatics Center	\$1,674 per month	\$90 per month	\$ 21,168
Police Department	\$ 840 per month	\$42 per month	\$ 10,584
TOTAL GROUP 2			\$ 92,832 per year

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Exhibit B

2016-18 Landscape Services Cost Proposal (Continued)

GROUP 4	Landscape Maintenance (Irrigation excluded)	Irrigation Maintenance	Annual Cost
Fox Hollow/Murphy Springs	\$ 145 per mo.	\$ 25 per month	\$ 2,040
Llagas Creek Estates	\$ 450 per mo.	\$ 25 per month	\$ 5,700
Sparhawk	\$ 145 per mo.	\$ 25 per month	\$ 2,040
Chang/Bertelone	\$ 145 per mo.	\$ 25 per month	\$ 2,040
Llagas/Obata	\$ 85 per mo.	\$ 15 per month	\$ 1,200
Belle Estates	\$ 241 per month	\$ 55 per month	\$ 3,552
Diana Estates	\$ 250 per month	\$ 45 per month	\$ 3,540
Stone Creek	\$ 560 per month	\$ 55 per month	\$ 7,380
TOTAL GROUP4	\$2,021 per month	\$ 270 per month	\$ 27,492

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Exhibit B

2016-18 Landscape Services Cost Proposal (Continued)

Extra Work – All Locations		Hourly Cost
<u>Labor including work truck/tools</u>		
Common Labor		\$ 45
Skilled Technician		\$ 55
Supervisor		\$ 65
Emergency/After Hour Response		\$ 90 (2hr min.)
Other (describe)		\$
<u>Equipment</u>		
Spray equipment		\$ 75
Tractor with implements		\$ 110
Slit seeder		\$ 85
Mower		\$ 90
Other (describe)		\$
<u>Supplies</u>		
Materials mark up over cost		% 15

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

Services shall be provided on a weekly schedule as specified in the contract documents.



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

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

NOVEMBER 2017 FINANCIAL AND INVESTMENT REPORT

RECOMMENDATION(S)

Accept and file report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Preserving and Cultivating Public Trust

REPORT NARRATIVE:

As part of the City Council's expectation to maintain a high level of transparency and to be responsible stewards of public funds, attached are the Financial and Investment Reports for the month ended November 30, 2017. The Revenue and Expense Summary for the month of November is included on the first page. Overall, General Fund revenues through November totaled \$13.6 million or 36% of the budget. Expenditures, including encumbrances, amounted to \$18.8 million through November. The encumbrances represent commitments or contractual obligations that the City entered with vendors or suppliers such as Cal-West Lighting and Signal Maintenance for the maintenance of the City's streetlights and traffic signals, and the partnership agreement with the YMCA of Silicon Valley for the management and operation of the Community Recreation Center. The services from these vendors are expected to be utilized by the City and paid throughout the fiscal year.

COMMUNITY ENGAGEMENT: Inform

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

ALTERNATIVE ACTIONS:

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

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

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

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

FISCAL AND RESOURCE IMPACT:

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

CEQA (California Environmental Quality Act):

Not a Project.

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

LINKS/ATTACHMENTS:

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

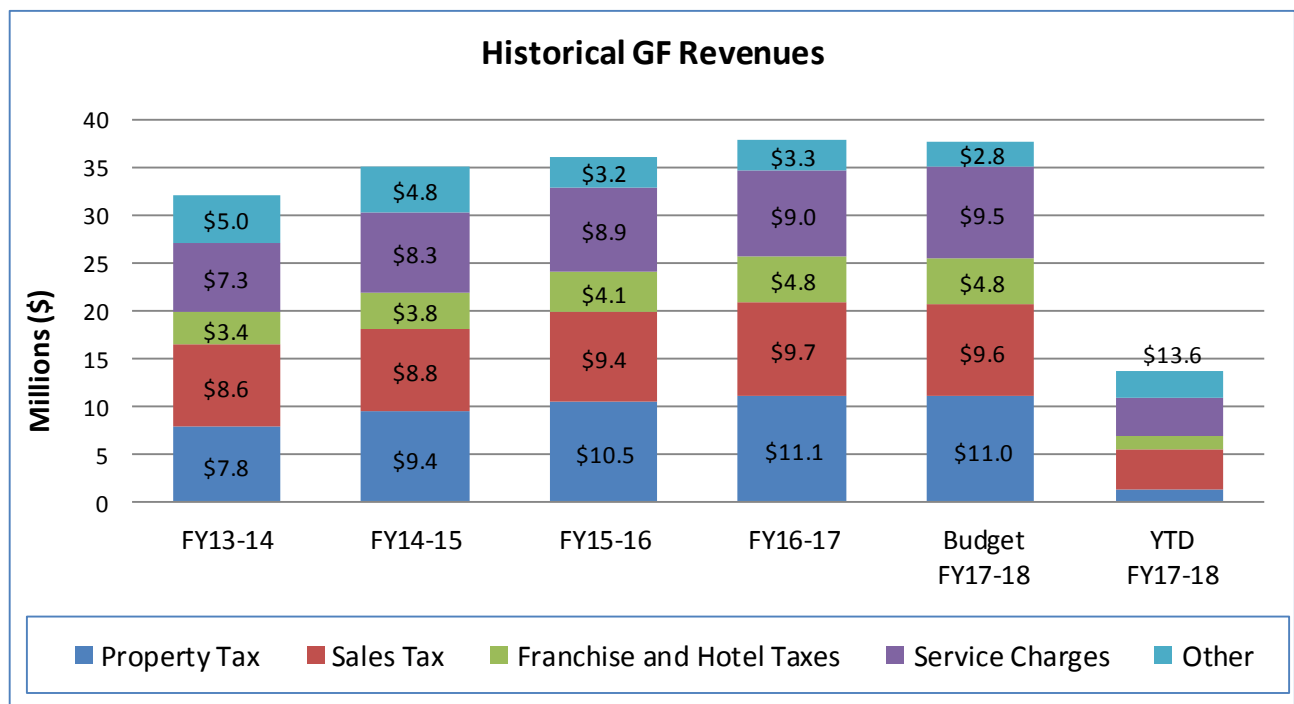


CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2017-18
FOR THE MONTH ENDED NOVEMBER 2017 – 42% OF YEAR COMPLETE

- **General Fund** – Revenues through November totaled \$13.6 million, or 36% of the budgeted revenues as some of the major revenue categories such as property tax are received later in the fiscal year. With respect to the property tax revenue forecast, at the recent Cities Property Tax Meeting, County staff projected Morgan Hill property tax revenue, excluding the property transfer tax, at \$11.1 million for the fiscal year 2017-18, which is approximately \$500,000 more than the mid-cycle revised estimate. Property tax is the largest source of Morgan Hill's General Fund revenue. However, it accounts for only 28% of the approximately \$37.8 million General Fund revenue. Although property tax tends to be a more predictable revenue source, other major revenue categories such as sales tax and transient occupancy tax, which account for a large portion of the City's General Fund revenue, are more volatile and tend to fluctuate more with swings in the economy.

The small category of business licenses was already at 86% of the budgeted amount as annual business license renewal payments are usually received in July.

The chart below shows historical General Fund revenues by major revenue category from FY13-14 through FY16-17 Actual, FY17-18 Budget, and YTD as of November 30, 2017.



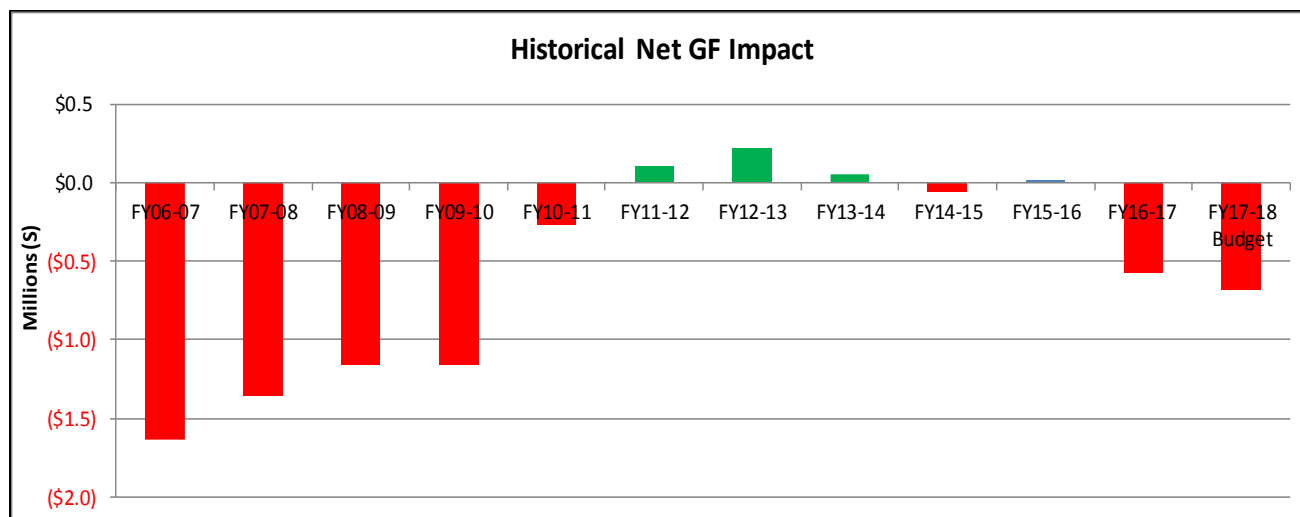
General Fund expenditures and encumbrances as of November 30, 2017 totaled \$18.8 million, of which approximately \$2.7 million is attributable to outstanding encumbrances.

- **Community Services** - The Community Services Department's recreation operations, as reflected in the schedule presented on page 4 of the Monthly Financial and Investments Reports, shows a negative impact to the General Fund of approximately \$1.4 million through the month of November. Without the encumbrances, year to date operations resulted in a small positive impact to the general fund of approximately \$12,000. Any net impact from the recreation operations increases (decreases) reserves



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2017-18
FOR THE MONTH ENDED NOVEMBER 2017 – 42% OF YEAR COMPLETE

in the General Fund. The following chart reflects the effect of Community Services activity on the General Fund.



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

- **Community Development Fund** – Revenues through November totaled \$2.0 million, or approximately 54% of the budget. The amount received to date is approximately \$89,000 more than prior year. Expenditures and encumbrances totaled \$2.6 million, or approximately 49% of the budgeted appropriation. Without the outstanding encumbrances, however, expenditures through the month of November amounted to \$2.0 million.
- **Debt Service Funds** – Expenditures through November totaled \$505,000. The debt service for the first half of the year includes both interest and principal, while the second half of the year will include interest only. Debt service payments were all scheduled when the bonds were issued, and are budgeted for in the months delineated in the underlying bond documents. The General Fund's portion of the annual debt service payments is approximately \$200,000, less than one percent of the General Fund's budgeted revenues.
- **Sewer Operations** – Revenues from Sewer Operations through November totaled \$4.3 million. Expenditures and outstanding encumbrances totaled \$4.6 million or 42% of the budget. The table below shows historical Sewer Operations revenues and expenditures from FY13-14 through FY16-17 Actual, FY17-18 Budget, and YTD as of November 30, 2017.



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2017-18
FOR THE MONTH ENDED NOVEMBER 2017 – 42% OF YEAR COMPLETE

(amount in millions)	FY13-14	FY14-15	FY15-16	FY16-17	Budget FY17-18	YTD FY17-18
Revenues	9.4	10.3	10.2	9.7	10.8	4.3
Expenditures	8.6	8.8	12.0	9.8	10.8	4.6
Operating Margin	0.8	1.5	(1.8)	(0.1)	-	(0.3)
Operating Margin without Encumbrances	0.8	1.5	(1.8)	(0.0)	-	(0.2)

- **Water Operations** – Water Operations includes Utility Billing, Water Conservation, and Water Operations. Revenues from Water Operations through November totaled \$6.2 million, approximately \$1.0 million more than a year ago at this time. Water Operations expenditures, including outstanding encumbrances, through the month of November totaled \$5.2 million. Without the encumbrances, however, the expenditures amounted to \$4.6 million. The table below shows Water Operations revenues and expenditures from FY13-14 through FY16-17 Actual, FY17-18 Budget, and YTD as of November 30, 2017.

(amount in millions)	FY13-14	FY14-15	FY15-16	FY16-17	Budget FY17-18	YTD FY17-18
Revenues	12.2	8.8	8.5	10.9	12.2	6.2
Expenditures	12.1	9.3	9.7	10.8	12.1	5.2
Operating Margin	0.1	(0.5)	(1.2)	0.1	0.1	1.0
Operating Margin without Encumbrances	0.1	(0.5)	(1.2)	0.3	0.1	1.6

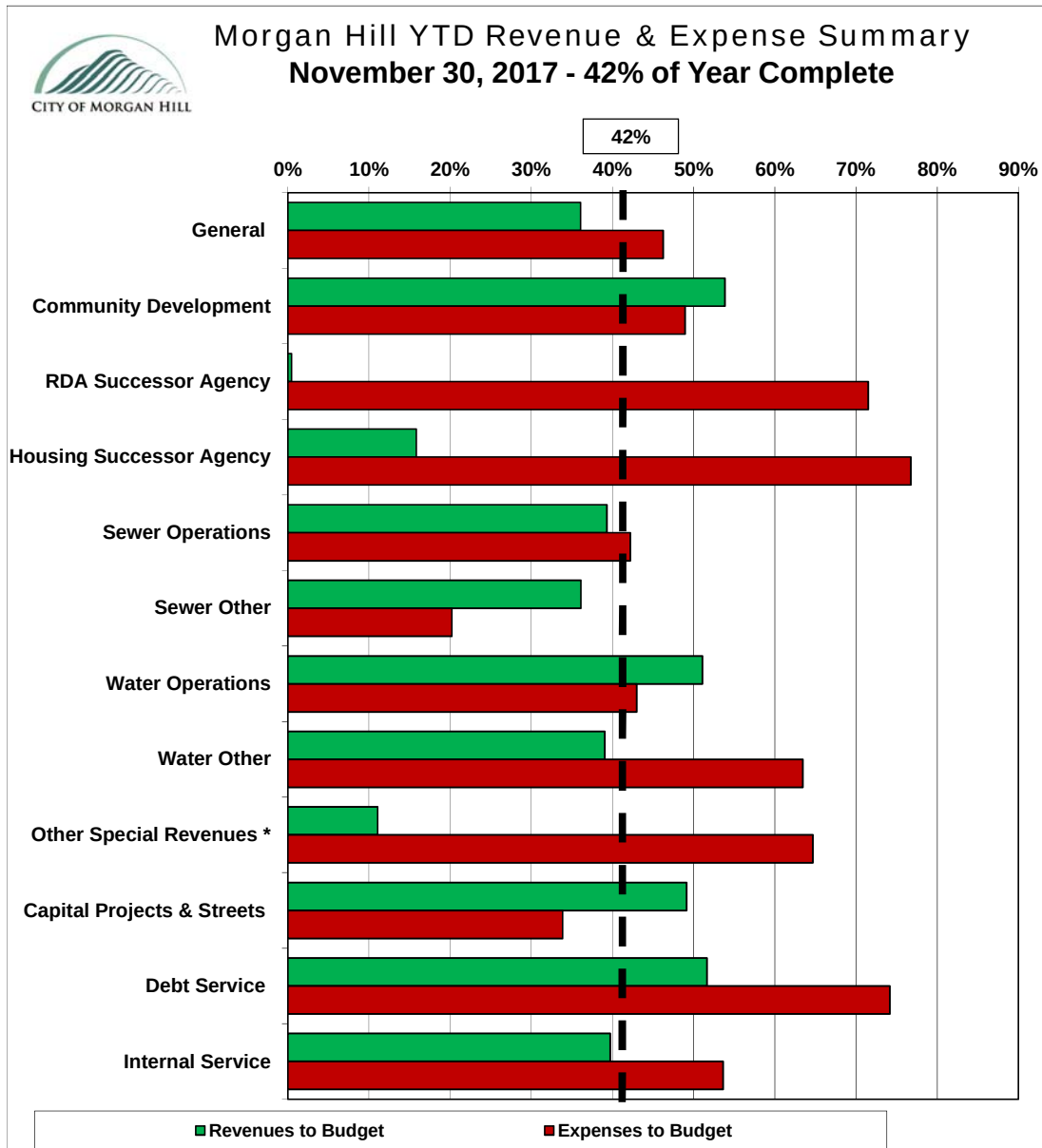
- **Investments** – No purchases were made during the month of November 2017. Total interest earnings received on investments were \$149,000 during the month.

CITY OF MORGAN HILL
Monthly Financial and Investment Reports
November 30, 2017 - 42% of Year Complete



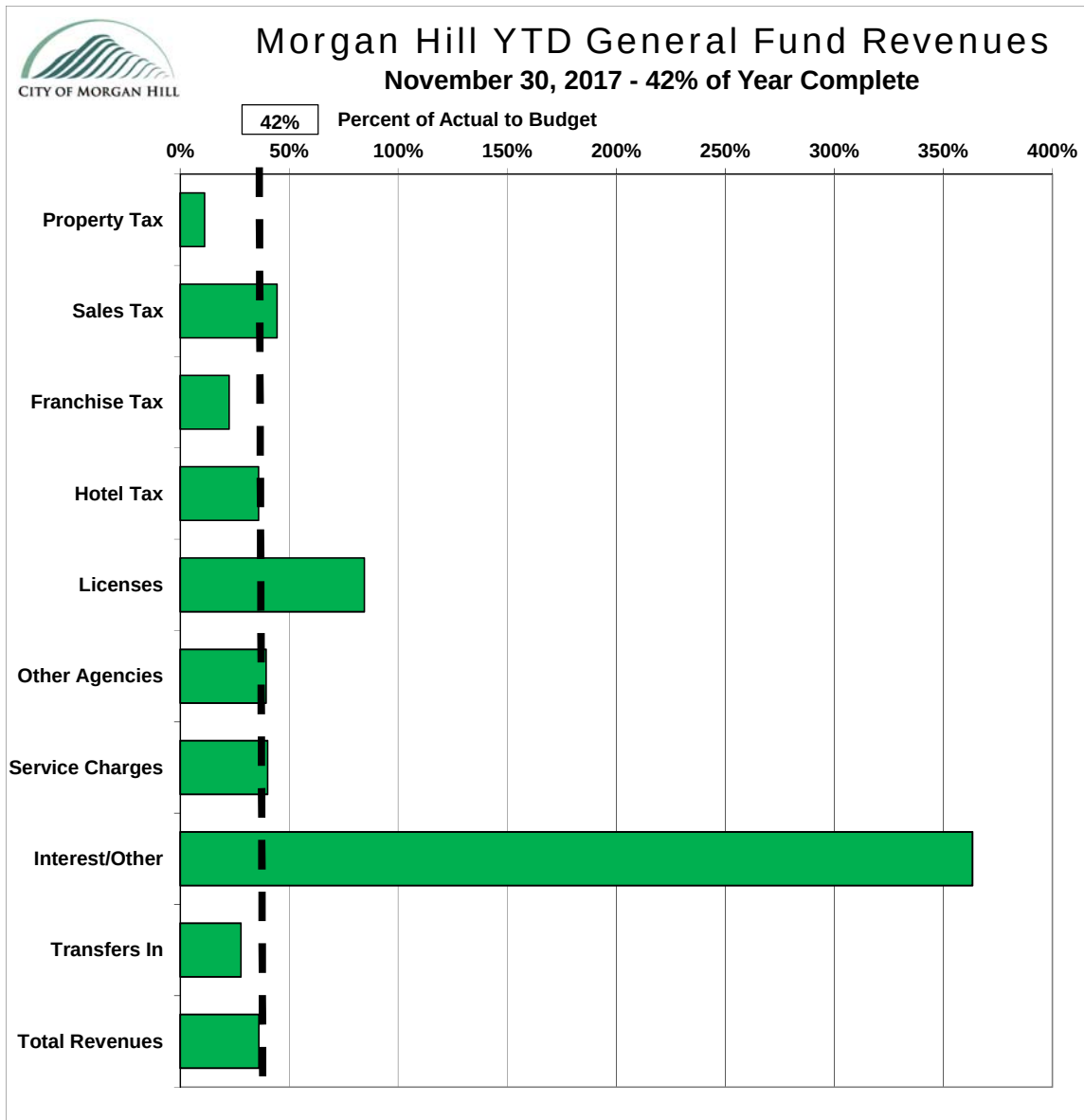
CITY OF MORGAN HILL

Prepared by:
FINANCE DEPARTMENT

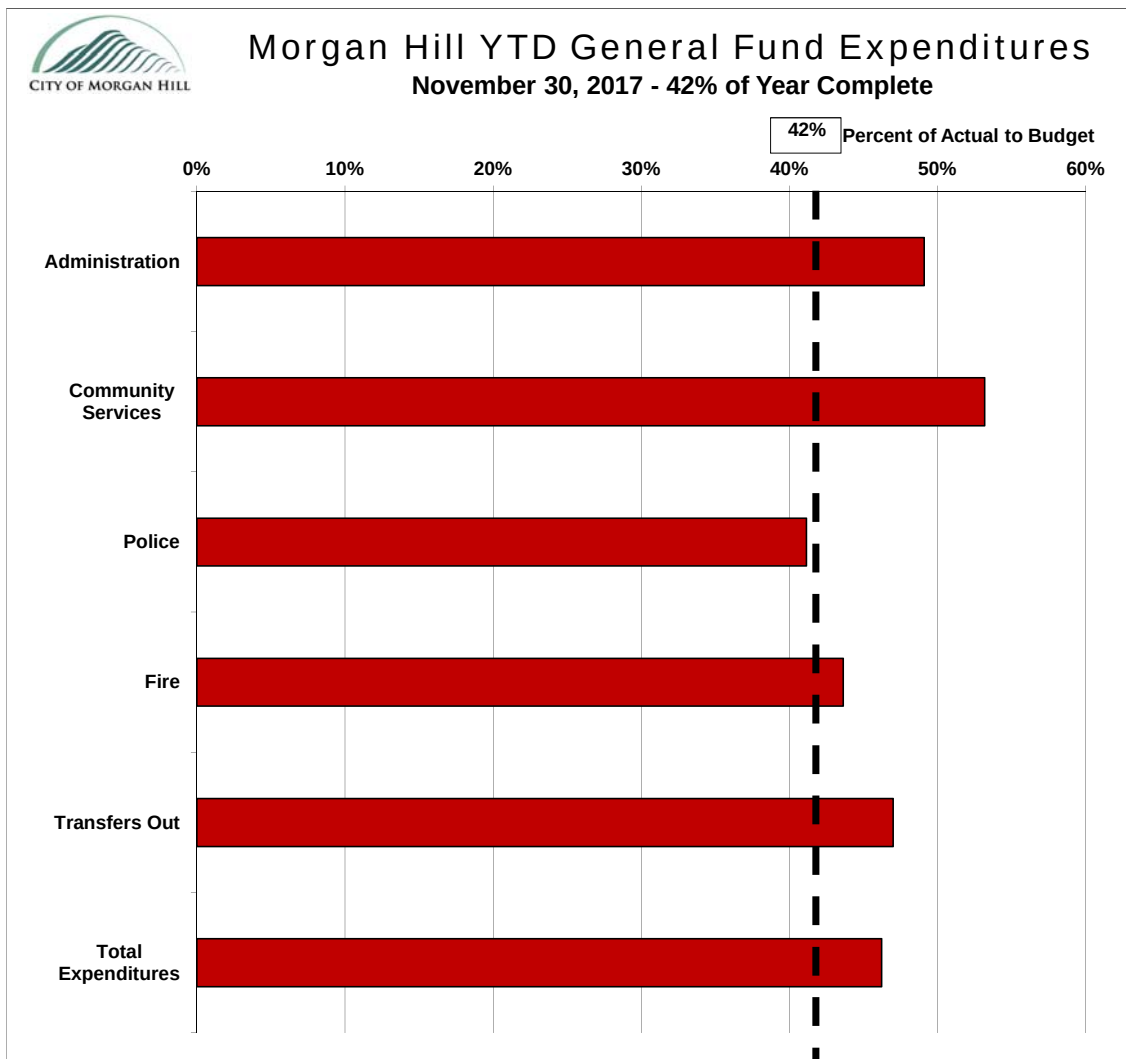


FUND NAME	REVENUES		EXPENSES	
	ACTUAL	% OF BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET
General	\$ 13,617,665	36%	\$ 18,794,825	46%
Community Development	1,981,035	54%	2,605,325	49%
RDA Successor Agency	31,715	0%	5,132,132	71%
Housing Successor Agency	203,479	16%	1,493,419	77%
Sewer Operations	4,256,879	39%	4,573,776	42%
Sewer Other	2,609,210	36%	3,760,122	20%
Water Operations	6,241,827	51%	5,180,683	43%
Water Other	1,192,667	39%	4,147,778	63%
Other Special Revenues *	953,757	11%	1,278,713	65%
Capital Projects & Streets	6,853,326	49%	8,833,198	34%
Debt Service	352,466	52%	505,079	74%
Internal Service	4,129,654	40%	5,713,132	54%
TOTAL FOR ALL FUNDS	\$ 42,423,680	38%	\$ 62,018,181	43%

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



REVENUE CATEGORY	BUDGET	ACTUAL	% OF BUDGET	PRIOR YEAR TO DATE	% CHANGE FROM PRIOR YEAR
Property Tax	\$11,047,000	\$ 1,236,143	11%	\$ 1,205,558	3%
Sales Tax	9,588,502	4,271,405	45%	3,901,578	9%
Franchise Tax	1,981,796	445,125	23%	412,686	8%
Hotel Tax	2,827,050	1,015,310	36%	1,029,047	-1%
Licenses	210,621	177,942	85%	165,931	7%
Other Agencies	319,875	126,383	40%	93,419	35%
Service Charges	9,536,644	3,834,037	40%	3,689,813	4%
Interest/Other	561,760	2,041,466	363%	479,220	326%
Transfers In	1,682,103	469,855	28%	318,750	47%
TOTAL REVENUES	\$37,755,351	\$13,617,665	36%	\$ 11,296,002	21%



EXPENDITURE CATEGORY	BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET	PRIOR YEAR TO DATE	% CHANGE FROM PRIOR YEAR
Administration	\$ 6,087,327	\$ 2,988,692	49%	\$ 3,155,466	-5%
Community Services	11,050,226	5,875,017	53%	5,427,114	8%
Police	15,831,315	6,512,749	41%	6,224,995	5%
Fire	5,785,389	2,524,563	44%	2,457,025	3%
Transfers Out	1,901,915	893,805	47%	1,058,574	-16%
TOTAL EXPENDITURES	\$ 40,656,172	\$ 18,794,825	46%	\$ 18,323,175	3%

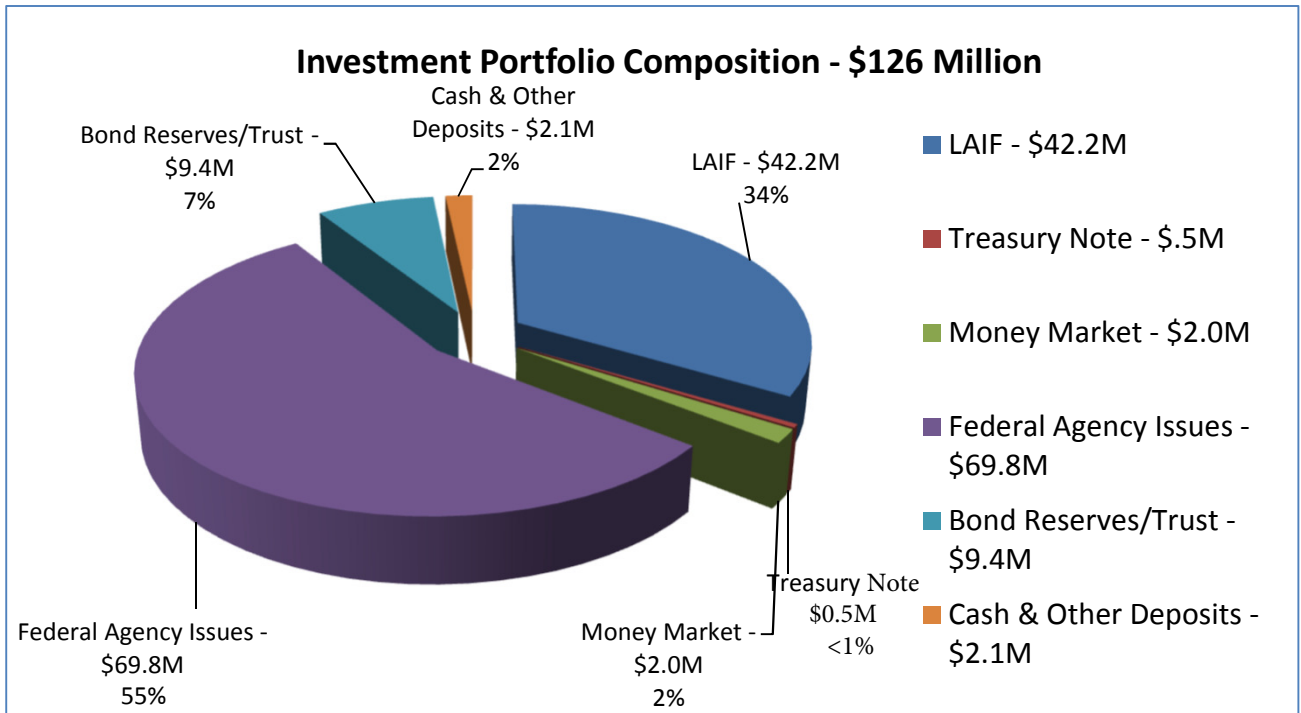


**City of Morgan Hill
Recreation Report - Fiscal Year 2017-18
For the Month and Five Months Ended November 30, 2017
42% of Year Complete**

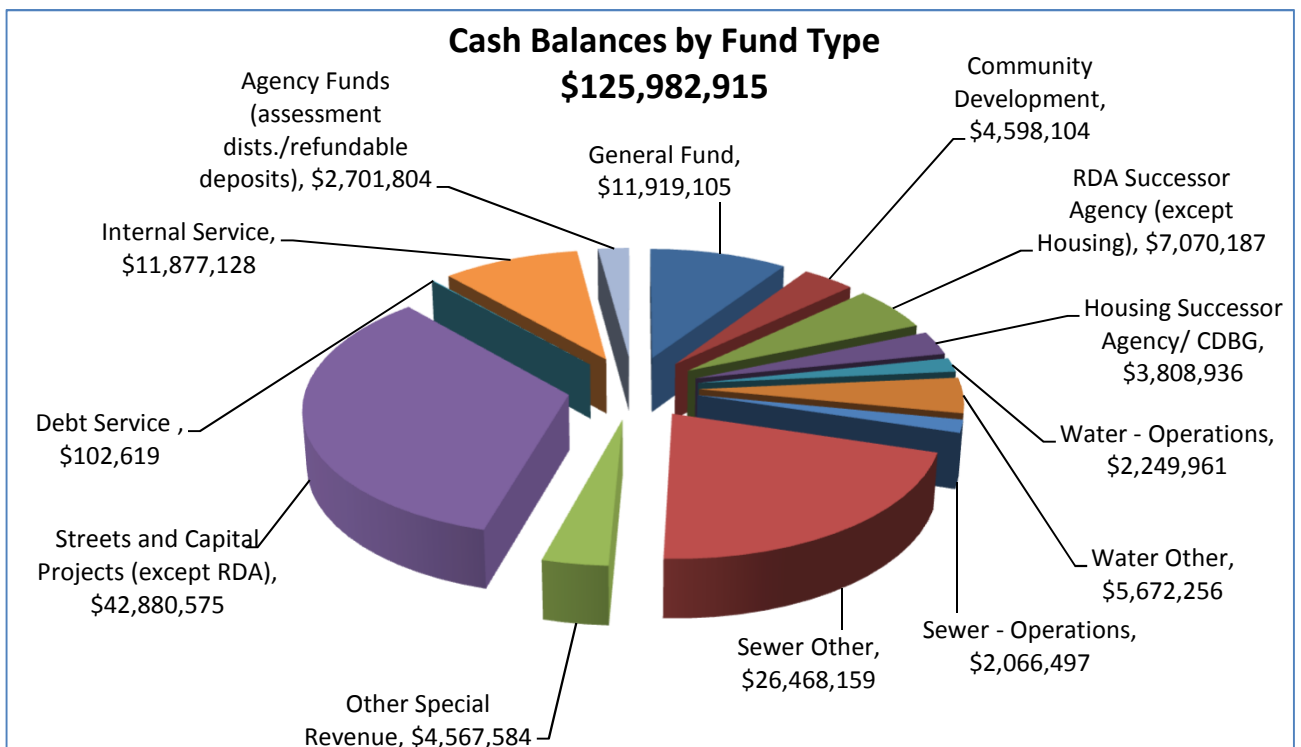
	<u>Budget</u>	<u>November 2017</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues				
Membership Services & Rec Programs	\$ 6,197,036	\$ 418,351	\$ 2,583,386	
Facility Rentals	904,666	55,017	413,113	
Community Services	139,190	6,615	37,767	
Transfers in	75,000	6,250	31,250	
Total Revenues	<u>\$ 7,315,892</u>	<u>\$ 486,233</u>	<u>\$ 3,065,516</u>	42%
Less: Expenditures				
Membership & Program Services	\$ 5,914,430	\$ 308,194	\$ 2,216,352	
Facility Rentals	1,299,185	99,402	548,407	
Community Services	768,671	52,547	288,384	
Total Expenditures	<u>\$ 7,982,287</u>	<u>\$ 460,142</u>	<u>\$ 3,053,143</u>	38%
Net Impact without encumbrances	<u>\$ (666,395)</u>	<u>\$ 26,091</u>	<u>\$ 12,373</u>	
Encumbrances	-	-	1,450,910	
Net Impact with encumbrances	<u>\$ (666,395)</u>	<u>\$ 26,091</u>	<u>\$(1,438,537)</u>	

City of Morgan Hill Monthly Investment Report - November 30, 2017

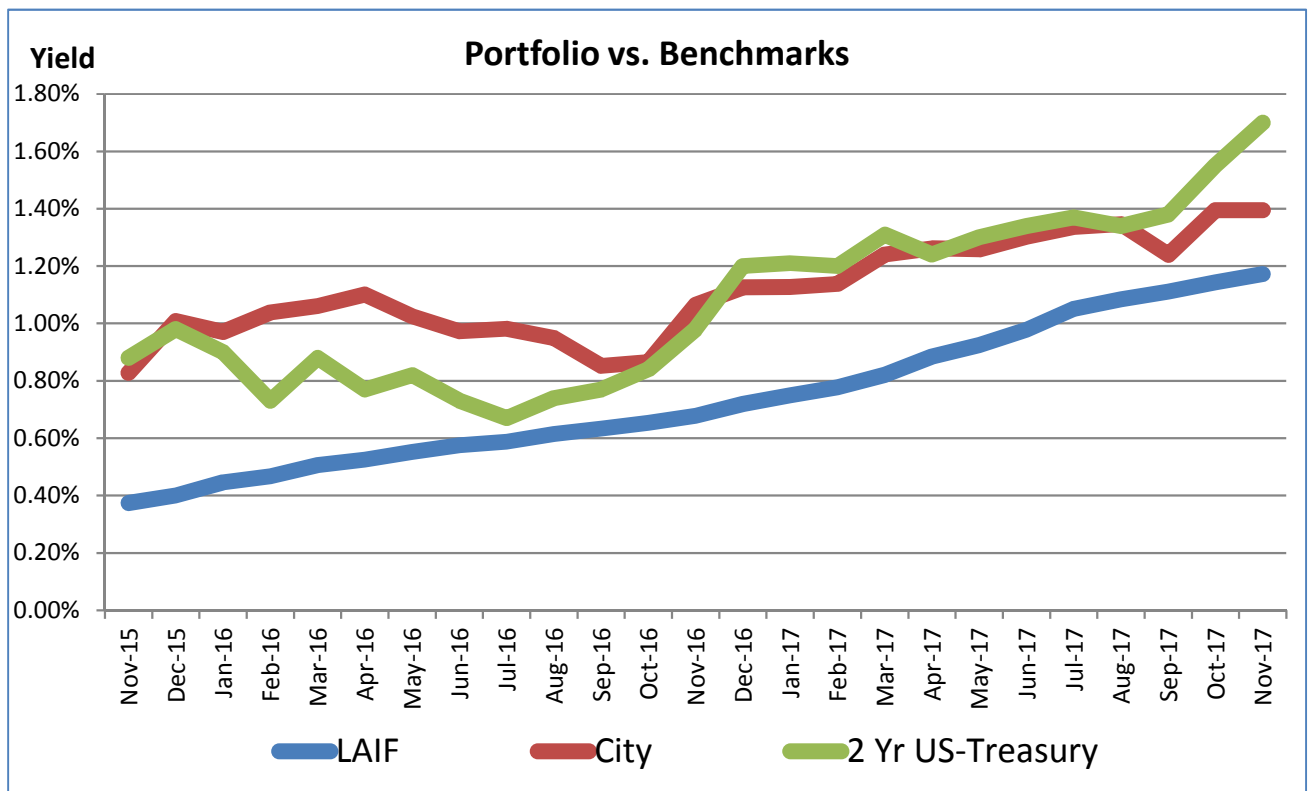
The following are the snapshots of City's investment portfolio as of November 30, 2017. The first chart shows the portfolio composition by investment type:



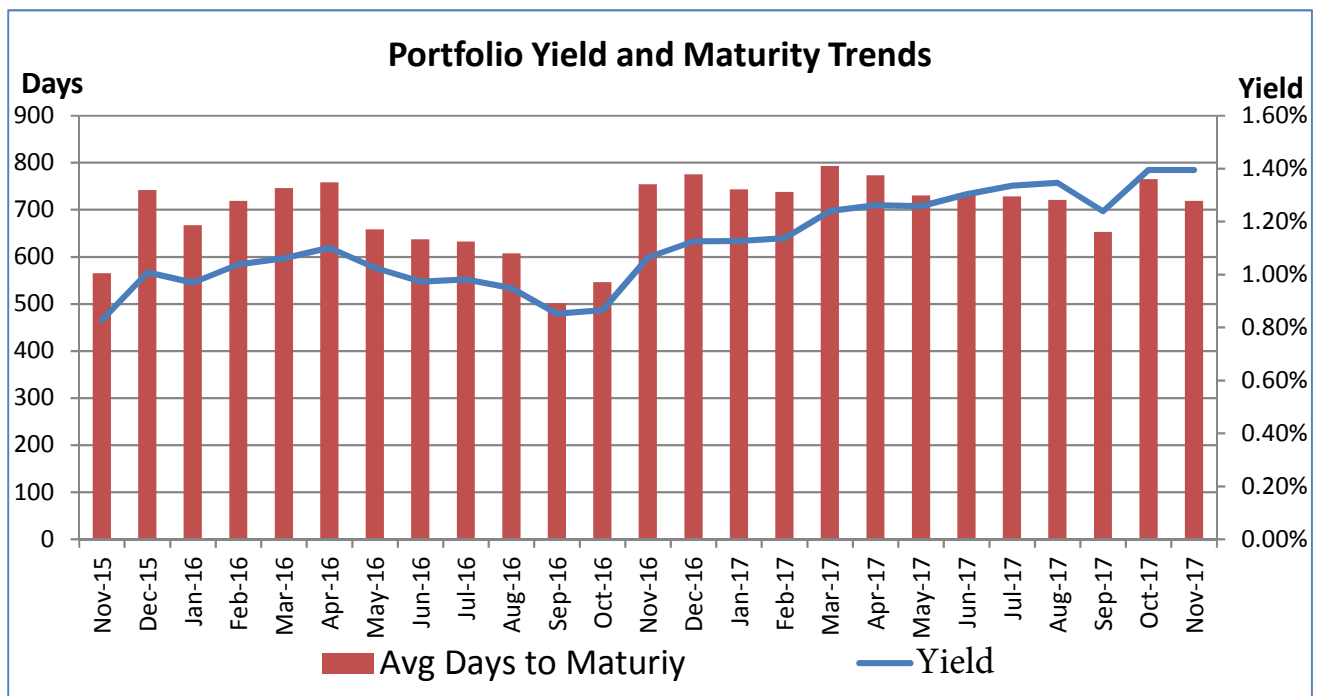
The chart below shows cash balances by fund type reconciled to City's financial system:



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



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





City of Morgan Hill
Investment Portfolio Detail
As of November 30, 2017

Investment Type	Settlement Date	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
L A I F		\$ 42,199,304	33.50%	\$ 41,795,064	1.17%		
City Managed							
Fed Home Loan Mortgage	1/31/2013	499,850	0.40%	499,720	1.01%	1/12/2018	1/12/2018
Fed Home Loan Mortgage	8/12/2013	999,837	0.79%	999,910	1.36%	12/12/2017	12/12/2017
Federal Farm Credit Bank	5/28/2015	1,000,258	0.79%	999,520	0.99%	2/20/2018	2/20/2018
Treasury Note	6/12/2015	499,501	0.40%	498,965	1.06%	3/31/2018	3/31/2018
Fed Natn'l Mortgage Assn	6/12/2015	500,041	0.40%	499,755	1.10%	2/28/2018	2/28/2018
Fed Home Loan Mortgage	7/2/2015	999,758	0.79%	998,610	0.97%	3/7/2018	3/7/2018
Fed Home Loan Bank	9/30/2015	1,000,206	0.79%	998,140	0.95%	4/24/2018	4/24/2018
Fed Home Loan Bank	10/19/2015	4,000,000	3.18%	3,960,480	1.70%	1/19/2018	10/19/2020
Fed Home Loan Bank	6/30/2016	4,000,000	3.18%	3,889,800	1.50%	6/30/2021	6/30/2021
Fed Natn'l Mortgage Assn	8/25/2016	4,000,000	3.18%	3,905,480	1.40%	8/25/2021	8/25/2021
Fed Home Loan Mortgage	9/29/2016	2,000,000	1.59%	1,964,260	1.65%	12/29/2017	9/29/2021
Fed Natn'l Mortgage Assn	9/29/2016	4,000,000	3.18%	3,884,120	1.60%	12/29/2017	9/29/2021
Fed Home Loan Mortgage	10/27/2016	4,000,000	3.18%	3,866,880	1.60%	1/27/2018	10/27/2021
Fed Natn'l Mortgage Assn	10/28/2016	4,000,000	3.18%	3,865,080	1.55%	1/28/2018	10/28/2021
Fed Home Loan Mortgage	10/28/2016	2,000,000	1.59%	1,935,860	1.65%	1/28/2018	10/28/2021
Fed Home Loan Bank	11/15/2016	4,000,000	3.18%	3,899,040	1.55%	11/15/2021	11/15/2021
Fed Home Loan Bank	11/23/2016	3,000,000	2.38%	2,926,350	1.65%	12/23/2017	11/23/2021
Fed Home Loan Bank	11/23/2016	4,000,000	3.18%	3,882,240	1.63%	12/23/2017	11/23/2021
Fed Home Loan Mortgage	11/30/2016	4,000,000	3.18%	3,931,520	1.88%	12/26/2017	11/26/2021
Fed Home Loan Mortgage	6/29/2017	1,300,000	1.03%	1,288,742	2.15%	3/29/2018	6/29/2022
Fed Home Loan Bank	10/19/17	3,850,000	3.06%	3,816,659	2.15%	10/19/2018	10/19/2022
Fed Natn'l Mortgage Assn	10/26/17	4,150,000	3.29%	4,111,986	2.20%	10/26/2018	10/26/2022
Sub Total/Average		\$ 57,799,450	45.88%	\$ 56,623,117	1.65%		
Money Market		\$ 1,839,857	1.46%	\$ 1,839,857	0.09%		
Total City Managed/Average		\$ 101,838,611	80.84%	\$ 100,258,037	1.03%		
City Managed - HighMark							
Fed Natn'l Mortgage Assn	8/18/2016	\$ 749,475	0.59%	\$ 743,633	1.06%	1/25/2019	1/25/2019
Fed Natn'l Mortgage Assn	8/18/2016	749,654	0.60%	741,735	1.18%	1/26/2019	7/26/2019
Fed Natn'l Mortgage Assn	8/23/2016	749,957	0.60%	741,203	1.25%	2/23/2018	8/23/2019
Fed Home Loan Mortgage	8/31/2016	750,000	0.60%	742,635	1.25%	8/15/2019	8/15/2019
Fed Home Loan Mortgage	9/13/2016	750,000	0.60%	746,723	1.10%	12/13/2017	9/3/2018
Fed Home Loan Bank	9/15/2016	750,000	0.60%	747,345	1.00%	12/15/2017	6/15/2018
Fed Home Loan Bank	9/21/2016	749,879	0.60%	746,858	1.12%	12/21/2017	9/21/2018
Fed Home Loan Mortgage	10/7/2016	749,795	0.60%	740,460	1.29%	12/12/2017	9/12/2019
Fed Natn'l Mortgage Assn	10/11/2016	749,830	0.60%	743,055	1.22%	2/23/2018	5/23/2019
Fed Home Loan Mortgage	10/24/2016	739,303	0.59%	733,236	1.03%	7/30/2018	1/30/2019
Fed Natn'l Mortgage Assn	10/24/2016	749,953	0.60%	740,798	1.25%	12/30/2017	9/30/2019
Federal Farm Credit Bank	11/1/2016	749,690	0.60%	745,313	1.02%	11/1/2018	11/1/2018
Fed Home Loan Mortgage	12/13/2016	1,005,925	0.80%	999,590	1.35%	5/30/2019	5/30/2019
Fed Home Loan Bank	12/13/2016	999,772	0.79%	994,440	1.27%	1/16/2019	1/16/2019
Fed Home Loan Mortgage	12/29/2016	747,541	0.59%	743,505	1.37%	4/15/2019	4/15/2019
Fed Natn'l Mortgage Assn	12/29/2016	744,065	0.59%	739,171	1.39%	6/20/2019	6/20/2019
Money Market		152,670	0.12%	152,670	0.01%		
Sub Total/Average		\$ 12,637,509	10.03%	\$ 12,542,368	1.19%		
Bond Reserve Accounts - Held By Trustees		\$ 7,579,247	6.02%	\$ 7,546,539			
Cash/Deposits		\$ 2,140,145	1.70%	\$ 2,140,145			
PARS Trust		\$ 1,787,404	1.42%	\$ 1,987,324			
GRAND TOTAL/AVERAGE		\$ 125,982,915	100.00%	\$ 124,474,414			



CITY OF MORGAN HILL CASH AND INVESTMENT REPORT
FOR THE MONTH OF NOVEMBER 30, 2017
FOR THE FISCAL YEAR OF 2017-18

	Invested in Fund	Yield	Book Value End of Month	% of Total	Market Value
Investments					
State Treasurer LAIF - City	All Funds Pooled	1.17%	\$ 33,932,493	26.93%	\$ 33,607,444
2014 Water Rev Bonds - Water Impact	Water Fund	1.17%	520,767	0.41%	515,778
2014 Water Rev Bonds - Water CIP	Water Fund	1.17%	1,084,671	0.86%	1,074,280
2015 Wastewater Rev Bonds - CIP	Wastewater Fund	1.17%	6,661,373	5.29%	6,597,562
Federal Issues	All Funds Pooled	1.40%	69,784,788	55.39%	68,513,850
US Treasury Notes	All Funds Pooled	1.06%	499,501	0.40%	498,965
Dreyfus Treas Cash Management Acct	All Funds Pooled	0.98%	1,992,527	1.58%	1,992,527
	SUBTOTAL		\$ 114,476,120	90.87%	\$ 112,800,406
Bond Reserve Accounts - held by trustees					
BNY - 2015 Wastewater Bonds					
Cash Balance	Wastewater Fund	0.00%	-	0.00%	-
Zions Bank - Civic Center/Library Facility					
Blackrock Liq Fund	Debt Service	0.00%	63	0.00%	63
Zions Bank - MH Police Facility Lease Revenue Bonds					
Blackrock Liq Fund	Debt Service	0.00%	80	0.00%	80
BNY - RDA Bonds					
Dreyfus Cash Mgmt 521	Successor Fund	0.98%	163,294	0.13%	163,294
US Treasury Notes	Successor Fund	1.28%	6,895,891	5.47%	6,863,184
Zions Bank - MH Ranch 2015					
Blackrock Liq Funds Fed Fund -DI -2015	Agency Fund	0.00%	256,320	0.20%	256,320
Zions Bank - Madrone Bus Park Taxable/ Tax Exempt 2015					
Blackrock Liquidity Temp Fund-2015	Agency Fund	0.00%	263,598	0.21%	263,598
	SUBTOTAL		7,579,247	6.02%	7,546,539
Other Cash/Deposits					
General Checking	All Funds		2,103,033	1.67%	2,103,033
Workers' Comp Administrators	Workers' Comp		30,000	0.02%	30,000
Petty Cash & Emergency Cash	General Fund		7,112	0.01%	7,112
PARS - OPEB Trust			987,404	0.78%	1,124,563
PARS - PENSION Trust			800,000	0.64%	862,762
	SUBTOTAL		3,927,549	3.12%	4,127,469
Total Cash and Investments			\$ 125,982,915	100.00%	\$ 124,474,414

CASH ACTIVITY SUMMARY
FY 2017-18

Fund Type	07/01/17 Balance	Change in Cash Balance	11/30/2017 Balance
General Fund	\$ 13,850,210	\$ (1,931,105)	\$ 11,919,105
Community Development	4,641,472	(43,368)	4,598,104
RDA Successor Agency (except Housing)	12,149,330	(5,079,143)	7,070,187
Housing Successor Agency/ CDBG	4,732,509	(923,573)	3,808,936
Water - Operations	1,512,329	737,632	2,249,961
Water Other	5,507,256	165,001	5,672,256
Sewer - Operations	2,085,815	(19,319)	2,066,497
Sewer Other	26,927,307	(459,148)	26,468,159
Other Special Revenue	4,381,840	185,744	4,567,584
Streets and Capital Projects (except RDA)	42,727,410	153,165	42,880,575
Debt Service	256,088	(153,469)	102,619
Internal Service	12,201,454	(324,326)	11,877,128
Agency Funds (assessment dists./refundable deposits)	4,008,713	(1,306,908)	2,701,804
Total	\$ 134,981,732	\$ (8,998,817)	\$ 125,982,915

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

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

Prepared by: Harjot Sangha, Accounting Manager

Approved by: _____

Reviewed by: Dat Nguyen, Finance Director

David Clink, Treasurer



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2017-18
For the Five Months Ended November 30, 2017
42% of Year Complete

FUND REVENUE SOURCE	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
010 GENERAL FUND							
TAXES							
Property Tax - Secured/Unsecured	\$ 8,852,000	\$ 9,083,000	\$ 1,017,832	11%	\$ 891,354	\$ 126,478	14%
Property Tax - RPTTF Residual Distribution	1,100,000	1,200,000	-	n/a	110,974	(110,974)	-100%
Property Tax - Supplemental Roll	162,000	283,000	47,453	17%	46,738	715	2%
Sales Tax	9,151,500	9,226,502	4,155,333	45%	3,792,954	362,379	10%
Public Safety Sales Tax	362,000	362,000	116,071	32%	108,624	7,447	7%
Transient Occupancy Taxes	2,827,050	2,827,050	1,015,310	36%	1,029,047	(13,737)	-1%
Franchise (Refuse ,Cable ,PG&E)	1,981,796	1,981,796	445,125	22%	412,686	32,439	8%
Property Transfer Tax	481,000	481,000	170,857	36%	156,492	14,365	9%
TOTAL TAXES	24,917,346	25,444,348	6,967,983	27%	6,548,869	419,114	6%
LICENSES/PERMITS							
Business License	202,878	202,878	174,955	86%	165,386	9,569	6%
Other Permits	7,743	7,743	2,987	39%	545	2,442	448%
TOTAL LICENSES/PERMITS	210,621	210,621	177,942	84%	165,931	12,011	7%
FINES AND PENALTIES							
Parking Enforcement	12,240	12,240	2,787	23%	3,750	(963)	-26%
Bails & Fines	65,280	65,280	16,209	25%	15,431	778	5%
Administrative Citations	-	-	6,750	n/a	200	6,550	3275%
TOTAL FINES AND PENALTIES	77,520	77,520	25,745	33%	19,381	(186)	-1%
OTHER AGENCIES							
Motor Vehicle in-Lieu	17,538	17,538	-	0%	-	-	n/a
Other Revenue - Other Agencies	406,875	319,875	126,383	40%	93,419	32,964	35%
TOTAL OTHER AGENCIES	424,413	337,413	126,383	37%	93,419	32,964	35%
CHARGES CURRENT SERVICES							
Police False Alarm Charge	32,640	32,640	13,949	43%	20,509	(6,560)	-32%
Business License Application Review	36,633	36,633	16,538	45%	17,905	(1,367)	-8%
Membership Services & Rec Programs	6,023,650	6,197,036	2,583,386	42%	2,477,768	105,618	4%
Facility Rentals	932,986	904,666	413,113	46%	358,166	54,947	15%
Community Services	139,190	139,190	37,767	27%	24,432	13,335	55%
General Administration Overhead	1,323,077	1,323,077	550,120	42%	523,925	26,195	5%
Other Charges Current Services	903,402	903,402	219,164	24%	267,108	(47,944)	-18%
TOTAL CURRENT SERVICES	9,391,578	9,536,644	3,834,037	40%	3,689,813	144,224	4%
OTHER REVENUE							
Use of money/property	309,396	309,396	155,373	50%	121,853	33,520	28%
Other Revenues	151,306	157,306	1,860,347	1183%	337,986	1,522,361	450%
TOTAL OTHER REVENUE	460,702	466,702	2,015,720	432%	459,839	1,555,881	338%
TRANSFERS IN							
One Time Transfer	-	26,595	-	0%	-	-	0%
Public Safety	100,000	100,000	16,000	16%	-	16,000	0%
Streets	761,458	761,458	123,000	16%	-	123,000	n/a
Police Impact	25,000	25,000	10,415	42%	-	10,415	n/a
Sewer Operations	347,025	347,025	144,595	42%	143,750	845	1%
Water Operations	347,025	347,025	144,595	42%	143,750	845	1%
Park Development	75,000	75,000	31,250	42%	31,250	-	n/a
TOTAL TRANSFERS IN	1,655,508	1,682,103	469,855	28%	318,750	151,105	47%
TOTAL GENERAL FUND	37,137,688	37,755,351	13,617,665	36%	11,296,002	2,321,663	21%
SPECIAL REVENUE FUNDS							
202 STREET MAINTENANCE							
Gas Tax 2105 - 2107.5	761,458	761,458	260,985	34%	215,107	45,878	21%
Interest / Other Revenue/Other Charges	72	72	406	564%	-	406	n/a
202 STREET MAINTENANCE	761,530	761,530	261,391	34%	215,107	46,284	22%

Attachment: November 2017 Financial and Investment Report (1599 : November 2017 Financial and Investment Report)



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2017-18
For the Five Months Ended November 30, 2017
42% of Year Complete

FUND REVENUE SOURCE	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
SPECIAL REVENUE FUNDS							
205 PUBLIC SAFETY TRUST							
Interest Income	395	395	124	31%	154	(30)	-20%
Police Grant/SLEF/JAG	100,000	100,000	56,083	56%	45,990	10,093	22%
205 PUBLIC SAFETY TRUST	100,395	100,395	56,207	56%	46,144	10,063	22%
206 COMMUNITY DEVELOPMENT							
Building Fees	1,937,862	1,937,862	1,030,477	53%	699,480	330,997	47%
Planning Fees	1,131,051	1,131,051	349,227	31%	395,870	(46,643)	-12%
Engineering Fees	601,640	601,640	580,007	96%	779,886	(199,879)	-26%
Other Revenue/Current Charges	9,417	9,417	21,324	226%	16,573	4,751	29%
206 COMMUNITY DEVELOPMENT	3,679,970	3,679,970	1,981,035	54%	1,891,809	89,226	5%
207 GENERAL PLAN UPDATE	706,212	706,212	316,489	45%	317,884	(1,395)	0%
215 and 216 HCD BLOCK GRANT							
HCD allocation	-	-	-	0%	-	-	0%
Interest Income/Other Revenue	417	417	1,600	384%	2,128	(528)	-25%
215 and 216 HCD BLOCK GRANT	417	417	1,600	384%	2,128	(528)	-25%
225 ASSET SEIZURE	250	250	733	293%	41,947	(41,214)	-98%
229 LIGHTING AND LANDSCAPE	187,321	187,321	812	0%	710	102	14%
230 COMMUNITY FACILITIES DISTRICT	43,340	43,340	282	1%	154	128	83%
232 ENVIRONMENTAL PROGRAMS	382,164	382,164	229,326	60%	181,647	47,679	26%
234 MOBILE HOME PARK RENT STAB.	3,931	3,931	220	6%	3,746	(3,526)	-94%
235 SENIOR HOUSING	1,633	1,633	1,187	73%	874	313	36%
236 HOUSING MITIGATION	842,443	842,443	333,536	40%	1,251,450	(917,914)	-73%
240 EMPLOYEE ASSISTANCE	30,966	30,966	12,610	41%	11,722	888	8%
247 ENVIRONMENT REMEDIATION	1,104	1,104	755	68%	591	164	28%
250 COMH-SUCCESSOR AGENCY-MHRDA	7,131,889	7,131,889	31,715	0%	1,153,276	(1,121,561)	-97%
255 HOUSING SUCCESSOR AGENCY	1,285,374	1,285,374	203,479	16%	279,009	(75,530)	-27%
TOTAL SPECIAL REVENUE FUNDS	15,158,940	15,158,940	3,431,377	23%	5,398,198	(1,966,821)	-36%
CAPITAL PROJECTS FUNDS							
301 PARK DEVELOPMENT	1,439,640	1,931,640	1,424,545	74%	330,518	1,094,027	331%
302 PARK MAINTENANCE	888,026	905,061	973,400	108%	712,366	261,034	37%
303 LOCAL DRAINAGE	1,822,884	1,822,884	1,576,893	87%	1,114,493	462,400	41%
304 LOCAL DRAINAGE/NON AB1600	70,894	70,894	142,304	201%	142,601	(297)	0%
306 AGRICULTURE & OPEN SPACE PRESERVATION	1,539,970	1,539,970	475,594	31%	120,877	354,717	293%
308 STREET CIP	1,357,235	1,603,833	510,344	32%	758,119	(247,775)	-33%
309 TRAFFIC IMPACT	1,348,287	1,348,287	153,322	11%	388,435	(235,113)	-61%
311 POLICE IMPACT	256,218	256,218	131,085	51%	64,108	66,977	104%
313 FIRE IMPACT	94,577	94,577	39,991	42%	61,239	(21,248)	-35%
346 PUBLIC FACILITIES NON-AB1600	617,956	617,956	76,564	12%	634,116	(557,552)	-88%
347 PUBLIC FACILITIES	171,217	171,217	89,240	52%	39,817	49,423	124%
348 LIBRARY	1,250,509	1,250,509	282,149	23%	115,731	166,418	144%
350 UNDERGROUNDING	53,236	53,236	199,419	375%	811,434	(612,015)	-75%
355 SCHOOL PEDESTRIAN/TRAFFIC SAFETY	544,341	544,341	70,009	13%	819,061	(749,052)	-91%
360 COMMUNITY/REC IMPACT FUND	985,274	985,274	447,075	45%	76,794	370,281	482%
TOTAL CAPITAL PROJECTS FUNDS	12,440,264	13,195,897	6,591,935	50%	6,189,709	402,226	6%
DEBT SERVICE FUNDS							
420 CIVIC CENTER DEBT	297,408	297,408	123,267	41%	124,997	(1,730)	-1%
441 POLICE FACILITY BOND	385,373	385,373	229,200	59%	183	229,017	125146%
TOTAL DEBT SERVICE FUNDS	682,781	682,781	352,466	52%	125,180	227,286	182%

Attachment: November 2017 Financial and Investment Report (1599 : November 2017 Financial and Investment Report)



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2017-18
For the Five Months Ended November 30, 2017
42% of Year Complete

FUND REVENUE SOURCE	ADOPTED BUDGET	AMENDED BUDGET	CURRENT YTD ACTUAL	% OF BUDGET	PRIOR YTD	INCR (DECR) FROM PRIOR YTD	% CHANGE
ENTERPRISE FUNDS							
640 SEWER OPERATION							
Sewer Service Fees	10,602,695	10,602,695	4,061,175	38%	3,931,945	129,230	3%
Interest Income/Transfers	48,461	48,461	11,765	24%	8,582	3,183	37%
Other Revenue/Current Charges	183,354	183,354	183,939	100%	253,349	(69,410)	-27%
640 SEWER OPERATION	10,834,510	10,834,510	4,256,879	39%	4,193,876	63,003	2%
641 SEWER EXPANSION							
Interest Income	59,474	59,474	77,656	131%	57,816	19,840	34%
Development Impact Fee	4,727,753	4,727,753	1,487,134	31%	798,967	688,167	86%
Transfers/Other	-	-	-	0%	600	(600)	-100%
641 SEWER EXPANSION	4,787,227	4,787,227	1,564,790	33%	857,383	707,407	83%
642 SEWER RATE STABILIZATION	15,702	15,702	13,641	87%	9,920	3,721	38%
643 SEWER-CAPITAL PROJECT	2,424,509	2,424,509	1,030,779	43%	1,121,817	(91,038)	-8%
TOTAL SEWER FUNDS	18,061,948	18,061,948	6,866,088	38%	6,182,996	683,092	11%
650 WATER OPERATION							
Water Sales	11,201,856	11,401,856	5,426,503	48%	4,486,318	940,185	21%
Meter Install & Service	120,575	120,575	160,493	133%	121,029	39,464	33%
Transfers-In / Interest Income	424,507	424,507	182,512	43%	173,205	9,307	5%
Other Revenue/Current Charges	475,784	275,784	472,319	171%	455,326	16,993	4%
650 WATER OPERATION	12,222,722	12,222,722	6,241,827	51%	5,235,878	1,005,949	19%
651 WATER EXPANSION							
Interest Income/Other Revenue/Transfer	1,944	1,944	18,476	950%	13,151	5,325	40%
Development Impact Fee	1,196,984	1,196,984	394,655	33%	272,427	122,228	45%
651 WATER EXPANSION	1,198,928	1,198,928	413,131	34%	285,578	127,553	45%
652 Water Rate Stabilization	505,618	505,618	211,749	42%	208,861	2,888	1%
653 Water Capital Project	1,351,992	1,351,992	567,787	42%	402,566	165,221	41%
TOTAL WATER FUNDS	15,279,260	15,279,260	7,434,494	49%	6,132,883	1,301,611	21%
TOTAL ENTERPRISE FUNDS	33,341,208	33,341,208	14,300,583	43%	12,315,879	1,984,704	16%
INTERNAL SERVICE FUNDS							
730 INFORMATION SYSTEMS	1,592,812	1,592,812	670,248	42%	669,117	1,131	0%
740 BUILDING MAINTENANCE	3,066,615	3,149,985	1,283,488	41%	1,308,213	(24,725)	-2%
741 BUILDING REPLACEMENT	487,008	487,008	207,930	43%	202,862	5,068	2%
745 CIP ADMINISTRATION	1,869,109	1,869,109	577,908	31%	560,930	16,978	3%
760 UNEMPLOYMENT INSURANCE	1,094	1,094	885	81%	684	201	29%
770 WORKERS COMPENSATION	763,390	763,390	317,644	42%	331,114	(13,470)	-4%
790 EQUIPMENT REPLACEMENT	974,418	974,418	418,442	43%	457,140	(38,698)	-8%
791 EMPLOYEE BENEFITS	624,676	624,676	256,203	41%	272,081	(15,878)	-6%
793 CORPORATION YARD COMMISSION	-	-	341	0%	-	341	n/a
795 GENERAL LIABILITY INSURANCE	941,342	941,342	396,565	42%	358,348	38,217	11%
TOTAL INTERNAL SERVICE FUNDS	10,320,464	10,403,834	4,129,654	40%	4,160,489	(30,835)	-1%
TOTAL FOR ALL FUNDS	\$ 109,081,345	\$ 110,538,011	\$ 42,423,680	38%	\$ 39,485,457	\$ 2,938,223	7%



City of Morgan Hill
 Year to Date Expenses - Fiscal Year 2017-18
 For the Month and Five Months Ended November 30, 2017
 42% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
010 GENERAL FUND								
I. ADMINISTRATION								
	CITY COUNCIL	\$ 11,341	\$ 400,865	\$ 120,101	\$ 41,500	\$ 161,601	40%	\$ 174,000
	CITY ATTORNEY	49,433	836,813	303,533	122,752	426,285	51%	260,000
	CITY ATTORNEY LOAN	-	-	-	-	-	n/a	83,000
	CITY MANAGER	80,859	1,846,979	434,158	619,986	1,054,144	57%	350,000
	HUMAN RESOURCES	58,359	757,742	316,884	12,170	329,054	43%	270,000
	COUNCIL SVCS & RECORDS MGMT							
	Council Svcs & Records Mgmt	46,416	601,195	241,581	11,200	252,781	42%	230,000
	Elections	26,397	30,669	34,423	-	34,423	112%	10,000
	COUNCIL SVCS & RECORDS MGMT	72,814	631,864	276,003	11,200	287,203	45%	240,000
	FINANCE	131,726	1,613,065	660,037	70,368	730,405	45%	690,000
	TOTAL ADMINISTRATION	404,532	6,087,327	2,110,715	877,976	2,988,692	49%	2,850,000
II. COMMUNITY SERVICES								
	Membership Services & Rec. Programs	308,194	5,914,430	2,216,352	1,387,307	3,603,659	61%	2,120,000
	Recreation Facility Rentals	99,402	1,299,185	548,407	-	548,407	42%	520,000
	Community Services	52,547	768,671	288,384	63,603	351,987	46%	260,000
	Solid Waste Management	15,830	277,104	82,534	-	82,534	30%	70,000
	Street Maintenance	236,499	2,225,954	816,538	235,992	1,052,530	47%	760,000
	Downtown Maintenance	21,299	296,241	100,217	29,234	129,451	44%	30,000
	Cable Television	1,430	49,443	8,178	-	8,178	17%	10,000
	COMMUNITY SERVICES	735,202	10,831,028	4,060,611	1,716,135	5,776,746	53%	3,800,000
	CODE COMPLIANCE	10,178	141,628	49,419	-	49,419	35%	30,000
	CONGESTION MANAGEMENT	4,141	77,570	48,851	-	48,851	63%	40,000
	TOTAL COMMUNITY SERVICES	749,520	11,050,226	4,158,881	1,716,135	5,875,017	53%	3,880,000
III. PUBLIC SAFETY								
	POLICE							
	PD Administration	72,303	1,185,166	499,511	21,812	521,323	44%	370,000
	Field Operations	584,697	7,864,431	3,175,128	103,917	3,279,045	42%	3,120,000
	Support Services	161,630	2,089,756	830,426	8,658	839,084	40%	860,000
	Emergency Services/Haz Mat	14,015	217,012	74,549	-	74,549	34%	60,000
	Special Operations	206,667	2,779,972	1,134,661	-	1,134,661	41%	1,060,000
	Dispatch Services	125,065	1,694,978	664,087	-	664,087	39%	640,000
	POLICE	1,164,378	15,831,315	6,378,362	134,387	6,512,749	41%	6,140,000
	FIRE	445,696	5,785,389	2,521,377	3,186	2,524,563	44%	2,340,000
	TOTAL PUBLIC SAFETY	1,610,074	21,616,704	8,899,738	137,573	9,037,312	42%	8,490,000
IV. TRANSFERS								
	Other	145,443	1,901,915	893,805	-	893,805	47%	1,050,000
	TOTAL TRANSFERS	145,443	1,901,915	893,805	-	893,805	47%	1,050,000
	TOTAL GENERAL FUND	2,909,570	40,656,172	16,063,140	2,731,685	18,794,825	46%	16,290,000

Attachment: November 2017 Financial and Investment Report (1599 : November 2017 Financial and Investment Report)



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2017-18
For the Month and Five Months Ended November 30, 2017
42% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
SPECIAL REVENUE FUNDS								
202	STREET MAINTENANCE	169	763,480	123,895	-	123,895	16%	
205	PUBLIC SAFETY/SUPP.LAW	-	100,000	16,000	-	16,000	16%	
206	COMMUNITY DEVELOPMENT FUND							
	Planning	133,802	2,241,307	751,644	362,368	1,114,012	50%	79%
	Building	122,190	1,789,823	755,552	56,537	812,089	45%	72%
	Engineering	91,946	1,292,702	514,621	164,604	679,225	53%	39%
206	COMMUNITY DEVELOPMENT FUND	347,939	5,323,832	2,021,817	583,509	2,605,325	49%	1,91%
207	GENERAL PLAN UPDATE	37,902	988,643	258,408	237,896	496,303	50%	22%
215/216	CDBG	2,141	14,976	8,141	6,835	14,976	100%	1%
225	ASSET SEIZURE	-	26,595	-	-	-	0%	
229	LIGHTING AND LANDSCAPE	13,388	205,430	77,289	61,421	138,709	68%	6%
230	COMMUNITY FACILITIES DISTRICT	1,103	45,100	7,570	3,120	10,690	24%	1%
232	ENVIRONMENT PROGRAMS	36,275	345,422	141,806	19,900	161,706	47%	13%
234	MOBILE HOME PARK	71	880	355	-	355	40%	
236	HOUSING MITIGATION	50,460	1,320,091	244,653	183,808	428,461	32%	27%
240	EMPLOYEE ASSISTANCE	8,104	41,247	11,513	-	11,513	28%	1%
250	COMH-SUCCESSOR AGENCY-MHRDA	12,893	7,178,310	5,108,242	23,890	5,132,132	71%	6,57%
255	HOUSING SUCCESSOR AGENCY	73,176	1,945,760	1,176,753	316,667	1,493,419	77%	36%
TOTAL SPECIAL REVENUE FUNDS		583,620	18,299,766	9,196,441	1,437,044	10,633,485	58%	9,58%
CAPITAL PROJECT FUNDS								
301	PARK DEVELOPMENT	782,618	6,728,249	2,866,485	1,007,235	3,873,720	58%	43%
302	PARK MAINTENANCE	72,017	2,467,188	386,618	63,945	450,563	18%	40%
303	LOCAL DRAINAGE	986	41,956	5,021	-	5,021	12%	1%
304	LOCAL DRAIN. NON-AB1600	38,636	155,141	47,924	-	47,924	31%	1%
306	AGRICULTURE & OPEN SPACE PRESERVATION	4,681	1,725,908	21,784	80,435	102,219	6%	1%
308	STREET CIP	868,277	3,931,275	887,170	1,474,800	2,361,970	60%	8%
309	TRAFFIC IMPACT	48,721	3,372,406	263,930	226,263	490,193	15%	30%
311	POLICE IMPACT	2,161	237,117	132,366	-	132,366	56%	2%
313	FIRE IMPACT	110	623,735	555	-	555	0%	
346	PUBLIC FAC.NON AB1600	94,476	821,831	451,975	129,327	581,301	71%	43%
347	PUBLIC FACILITIES	81	9,481	427	-	427	5%	
348	LIBRARY IMPACT	45,702	3,824,836	153,490	244,800	398,290	10%	14%
350	UNDERGROUNDING	45	539	225	-	225	42%	31%
355	SCHOOL PEDESTRIAN & TRAFFIC SAFETY	43,155	1,131,267	211,390	52,982	264,372	23%	1%
360	COMM/REC CENTER IMPACT	-	244,000	156	-	156	0%	
TOTAL CAPITAL PROJECTS FUNDS		2,001,665	25,314,928	5,429,517	3,279,786	8,709,303	34%	2,18%
DEBT SERVICE FUNDS								
420	CIVIC CENTER DEBT	97	297,423	209,677	-	209,677	70%	21%
441	POLICE FACILITY BOND DEBT	198	383,610	295,402	-	295,402	77%	27%
TOTAL DEBT SERVICE FUNDS		295	681,033	505,079	-	505,079	74%	49%

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City of Morgan Hill
 Year to Date Expenses - Fiscal Year 2017-18
 For the Month and Five Months Ended November 30, 2017
 42% of Year Complete

FUND NO.	FUND/ACTIVITY	CURRENT MONTH ACTUAL EXPENSES	AMENDED BUDGET	YTD EXPENSES	OUTSTANDING ENCUMBRANCE	TOTAL ALLOCATED	PERCENT OF TOTAL TO BUDGET	PRIOR YTD
ENTERPRISE FUNDS								
SEWER								
640	SEWER OPERATIONS	1,127,571	10,846,377	4,488,958	84,817	4,573,776	42%	4,011
641	SEWER CAPITAL EXPANSION	401,579	12,344,978	650,993	588,101	1,239,094	10%	264
642	SEWER RATE STABILIZATION	325	3,900	1,625	-	1,625	42%	-
643	SEWER-CAPITAL PROJECTS	360,977	6,243,443	2,070,665	448,738	2,519,403	40%	2,231
TOTAL SEWER FUND(S)		1,890,452	29,438,698	7,212,242	1,121,656	8,333,898	28%	6,511
WATER								
	Water Operations	1,406,474	11,005,629	4,262,070	454,638	4,716,708	43%	3,691
	Utility Billing	48,461	836,258	308,028	34,134	342,162	41%	291
	Water Conservation	7,935	212,502	36,681	85,133	121,813	57%	41
650	WATER OPERATIONS	1,462,871	12,054,389	4,606,778	573,905	5,180,683	43%	4,031
651	WATER CAPITAL EXPANSION	216,787	3,405,848	289,001	1,872,286	2,161,287	63%	741
652	WATER RATE STABILIZATION	51	662	255	-	255	39%	-
653	WATER-CAPITAL PROJECTS	411,393	2,991,557	586,636	1,399,600	1,986,236	66%	1,611
TOTAL WATER FUND(S)		2,091,101	18,452,455	5,482,669	3,845,791	9,328,461	51%	6,391
TOTAL ENTERPRISE FUNDS		3,981,554	47,891,153	12,694,911	4,967,448	17,662,359	37%	12,911
INTERNAL SERVICE FUNDS								
730	INFORMATION SYSTEMS	85,107	1,796,307	859,595	26,583	886,178	49%	521
740	BUILDING MAINTENANCE	223,008	3,328,743	1,169,522	364,794	1,534,316	46%	1,161
741	BUILDING REPLACEMENT	-	515,155	200,331	102,477	302,809	59%	131
745	CIP ADMINISTRATION	109,249	1,872,190	579,253	16,175	595,428	32%	561
760	UNEMPLOYMENT	2,386	20,400	2,466	-	2,466	12%	-
770	WORKERS COMPENSATION	10,312	808,807	836,840	-	836,840	103%	291
790	EQUIPMENT REPLACEMENT	2,096	694,939	222,220	559,350	781,570	112%	941
791	EMPLOYEE BENEFITS FUND	8,640	558,538	196,259	-	196,259	35%	131
793	CORP YARD COMMISSION	102	-	3,800	1,903	5,703	0%	-
795	GEN. LIABILITY INSURANCE	25,474	1,059,920	571,564	-	571,564	54%	681
TOTAL INTERNAL SERVICE FUNDS		466,374	10,655,000	4,641,850	1,071,282	5,713,132	54%	4,461
REPORT TOTAL		\$ 9,943,078	\$ 143,498,051	\$ 48,530,937	\$ 13,487,244	\$ 62,018,181	43%	\$ 45,931

City of Morgan Hill Fund Activity Summary - Fiscal Year 2017-18 For the Five Months Ended November 30, 2017 42% of Year Complete										
Fund No.	Fund	Fund Balance 06-30-17	Revenues		Expenses		Year to-Date Deficit or Carryover	Ending Fund Balance		
			YTD Actual	% of Budget	YTD Actual	% of Budget		Reserved ¹	Unreserved	
010	GENERAL FUND	\$ 16,830,617	\$ 13,617,665	36%	\$ 16,063,140	40%	\$ (2,445,475)	\$ 2,731,685	\$ 11,653,457	
TOTAL GENERAL FUND		\$ 16,830,617	\$ 13,617,665	36%	\$ 16,063,140	40%	\$ (2,445,475)	\$ 2,731,685	\$ 11,653,457	
202	STREET MAINTENANCE	440	\$ 261,391	34%	\$ 123,895	42%	\$ 137,496	\$ -	\$ 137,936	
205	PUBLIC SAFETY/SUPPL. LAW	16,702	56,207	56%	16,000	40%	40,207	-	56,909	
206	COMMUNITY DEVELOPMENT	2,646,685	1,981,035	54%	2,021,817	38%	(40,782)	583,509	2,022,394	
207	GENERAL PLAN UPDATE	1,170,077	316,489	45%	258,408	26%	58,081	237,896	990,263	
215 / 216	CDBG	95,752	1,600	384%	8,141	0%	(6,541)	6,835	82,377	
225	ASSET SEIZURE	136,345	733	293%	-	0%	733	-	137,078	
229	LIGHTING AND LANDSCAPE	160,594	812	0%	77,289	38%	(76,477)	61,421	22,697	
230	COMMUNITY FACILITIES DISTRICT	60,276	282	1%	7,570	0%	(7,288)	3,120	49,868	
232	ENVIRONMENTAL PROGRAMS	157,637	229,326	60%	141,806	41%	87,519	19,900	225,256	
234	MOBILE HOME PK RENT STAB.	41,059	220	6%	355	40%	(135)	-	40,924	
235	SENIOR HOUSING	220,710	1,187	73%	-	0%	1,187	-	221,896	
236	HOUSING MITIGATION	2,178,174	333,536	40%	244,653	19%	88,883	183,808	2,083,249	
240	EMPLOYEE ASSISTANCE	36,302	12,610	41%	11,513	28%	1,097	-	37,399	
247	ENVIRONMENT REMEDIATION	139,723	755	68%	-	0%	755	-	140,478	
250	COMH-SUCCESSOR AGENCY-MHRDA	4,650,153	31,715	0%	5,108,242	71%	(5,076,527)	7,083,075	(7,509,449)	
255	HOUSING SUCCESSOR AGENCY	3,956,700	203,479	16%	1,176,753	60%	(973,273)	2,829,942	153,485	
TOTAL SPECIAL REVENUE FUNDS		\$ 15,667,329	\$ 3,431,377	23%	\$ 9,196,441	50%	\$ (5,765,063)	\$ 11,009,504	\$ (1,107,238)	
301	PARK DEV. IMPACT FUND	4,850,439	\$ 1,424,545	74%	\$ 2,866,485	43%	\$ (1,441,940)	\$ 1,007,235	\$ 2,401,264	
302	PARK MAINTENANCE	5,431,371	973,400	108%	386,618	16%	586,782	63,945	5,954,209	
303	LOCAL DRAINAGE	8,381,669	1,576,893	87%	5,021	12%	1,571,872	-	9,953,540	
304	LOCAL DRAINAGE/NON-AB1600	1,301,563	142,304	201%	47,924	31%	94,380	-	1,395,944	
306	AGRICULTURE AND OPEN SPACE PRESERV	6,014,381	475,594	31%	21,784	0%	453,810	80,435	6,387,756	
308	STREET CIP	1,819,399	510,344	32%	887,170	32%	(376,825)	1,474,800	(32,227)	
309	TRAFFIC IMPACT FUND	4,539,601	153,322	11%	263,930	8%	(110,608)	226,263	4,202,730	
311	POLICE IMPACT FUND	(778,194)	131,085	51%	132,366	56%	(1,281)	-	(779,475)	
313	FIRE IMPACT FUND	3,818,916	39,991	42%	555	0%	39,436	-	3,858,352	
316	PUBLIC FACILITIES NON-AB1600	1,117,552	76,564	12%	451,975	55%	(375,411)	-	742,141	
347	PUBLIC FACILITIES IMPACT FUND	343,009	89,240	52%	427	5%	88,813	244,800	187,021	
348	LIBRARY IMPACT FUND	2,103,639	282,149	23%	153,490	4%	128,658	-	2,232,298	
350	UNDERGROUNDING	510,438	199,419	375%	225	42%	199,194	52,982	656,651	
355	SCHOOL PEDESTRIAN/TRAFFIC SFTY	1,640,864	70,009	13%	211,390	19%	(141,382)	-	1,499,482	
360	COMM/REC CTR IMPACT FUND	268,766	447,075	45%	156	0%	446,919	-	715,685	
TOTAL CAPITAL PROJECT FUNDS		\$ 41,363,413	\$ 6,591,935	50%	\$ 5,429,517	21%	\$ 1,162,418	\$ 3,150,459	\$ 39,375,372	
420	CIVIC CENTER DEBT	161,328	123,267	41%	209,677	70%	(86,410)	63	74,855	
441	POLICE FACILITY BOND DEBT	93,903	229,200	59%	295,402	77%	(66,202)	80	27,621	
TOTAL DEBT SERVICE FUNDS		\$ 255,231	\$ 352,466	52%	\$ 505,079	74%	\$ (152,613)	\$ 143	\$ 102,475	

City of Morgan Hill Fund Activity Summary - Fiscal Year 2017-18 For the Five Months Ended November 30, 2017 42% of Year Complete										
Fund No.	Fund	Fund Balance 06-30-17	Revenues		Expenses		Year to-Date Deficit or Carryover		Ending Fund Balance	
			YTD Actual	% of Budget	YTD Actual	% of Budget			Reserved ¹	Unreserved
640	SEWER OPERATIONS	\$ 2,997,397	\$ 4,256,879	39%	\$ 4,488,958	41%	\$ (232,080)	84,817	2,680,500	
641	SEWER IMPACT FUND*	13,739,517	1,564,790	33%	650,993	5%	913,797	588,101	14,065,213	
642	SEWER RATE STABILIZATION	2,538,125	13,641	87%	1,625	42%	12,016	-	2,550,141	
643	SEWER-CAPITAL PROJECTS	8,964,265	1,030,779	43%	2,070,665	33%	(1,039,887)	448,738	7,475,641	
650	WATER OPERATIONS	1,329,683	6,241,827	51%	4,606,778	38%	1,635,049	573,905	2,390,827	
651	WATER IMPACT FUND*	3,153,845	413,131	34%	289,001	8%	124,131	1,872,286	1,405,689	
652	WATER RATE STABILIZATION	539,303	211,749	42%	255	39%	211,494	-	750,797	
653	WATER -CAPITAL PROJECT	613,123	567,787	42%	586,636	20%	(18,849)	1,399,600	(805,326)	
TOTAL ENTERPRISE FUNDS		\$ 33,875,258	\$ 14,300,583	43%	\$ 12,694,911	27%	\$ 1,605,672	\$ 4,967,448	\$ 30,513,482	
730	INFORMATION SERVICES	\$ 612,170	\$ 670,248	42%	\$ 859,595	48%	\$ (189,347)	\$ 26,583	\$ 396,240	
740	BUILDING MAINTENANCE	126,409	1,283,488	41%	1,169,522	35%	113,965	364,794	(124,419)	
741	BUILDING REPLACEMENT	2,063,612	207,930	43%	200,331	39%	7,599	102,477	1,968,733	
745	CIP ENGINEERING	32,485	577,908	31%	579,253	31%	(1,345)	16,175	14,965	
760	UNEMPLOYMENT	164,584	885	81%	2,466	12%	(1,581)	-	163,003	
770	WORKERS COMPENSATION	1,647,992	317,644	42%	836,840	103%	(519,196)	30,000	1,098,796	
790	EQUIPMENT REPLACEMENT	4,110,874	418,442	43%	222,220	32%	196,222	559,350	3,747,746	
791	EMPLOYEE BENEFITS FUNDS	584,228	256,203	41%	196,259	35%	59,944	-	644,172	
793	CORP YARD COMMISSION	-	341	0%	3,800	0%	(3,460)	1,903	(5,363)	
795	GEN. LIABILITY INSURANCE	1,106,814	396,565	42%	571,564	54%	(174,999)	-	931,815	
TOTAL INTERNAL SERVICE FUNDS		\$ 10,449,167	\$ 4,129,654	40%	\$ 4,641,850	44%	\$ (512,196)	\$ 1,101,282	\$ 8,835,689	
SUMMARY BY FUND TYPE										
GENERAL FUND GROUP		\$ 16,830,617	\$ 13,617,665	36%	\$ 16,063,140	40%	\$ (2,445,475)	\$ 2,731,685	\$ 11,653,457	
SPECIAL REVENUE GROUP		15,667,329	3,431,377	23%	9,196,441	50%	(5,765,063)	11,009,504	(1,107,238)	
DEBT SERVICE GROUP		255,231	352,466	52%	505,079	74%	(152,613)	143	102,475	
CAPITAL PROJECTS GROUP		41,363,413	6,591,935	50%	5,429,517	21%	1,162,418	3,150,459	39,375,372	
ENTERPRISE GROUP		33,875,258	14,300,583	43%	12,694,911	27%	1,605,672	4,967,448	30,513,482	
INTERNAL SERVICE GROUP		10,449,167	4,129,654	40%	4,641,850	44%	(512,196)	1,101,282	8,835,689	
TOTAL ALL GROUPS		\$ 118,441,015	\$ 42,423,680	38%	\$ 48,530,937	34%	\$ (6,107,258)	\$ 22,960,521	\$ 89,373,237	

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

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

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

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



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Anthony Eulo, Program Administrator

APPROVED BY: City Manager

BUDGET AMENDMENT FOR BUTTERFIELD CONNECTOR PATH

RECOMMENDATION(S)

Adopt resolution amending the adopted Fiscal Year 2017-18 budget to accommodate a new capital project, the Butterfield Connector Path, resulting from the award of a \$1,761,980 grant from the State of California with total project costs of \$1,910,493.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

Maintaining Fiscal Responsibility

Supporting Our Youth

Seniors

and Entire Community

REPORT NARRATIVE:

The purpose of this item is to provide the City Council with an opportunity to consider and approve the addition of a new capital project, *Butterfield Connector Path*, that results from the City's successful grant application.

With the Council's authorization, the City applied for an "Urban Greening" grant from the State of California to construct an extension of the Butterfield Linear Park between San Pedro and Railroad Avenues and to plant hundreds of trees along the Butterfield Channel. The City was recently notified that the grant application was successful and that the City would be receiving nearly \$1.8 million to construct the improvements.

As the project needs to begin right away in order to meet the construction schedule, this report's purpose is to amend the Fiscal Year 2017-2018 Budget and Capital Improvement Program to appropriate the funds necessary to begin the project and to officially authorize the filing of a CEQA Notice of Exemption.

COMMUNITY ENGAGEMENT: Involve

The City intends to use volunteers to plant some of the trees planned for the project.

ALTERNATIVE ACTIONS:

The Council could decline to adopt the resolution and direct staff to notify the State that the City will not be accepting the grant funds.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council authorized the grant application for this project at its April 19, 2017 meeting.

FISCAL AND RESOURCE IMPACT:

The estimated budget for the entire project is \$1,910,493. After the grant award of \$1,761,980, the City's remaining match of \$148,513 can be funded from the Park Impact Fund (301). The attached resolution and budget scorecard appropriate the funds needed for the project. Administering grant funds is an activity included in the work program of the Community Services Department. Ultimately delivering the project will be incorporated into the work program of the Engineering and Utilities Department.

CEQA (California Environmental Quality Act):

Categorical Exemption

The Butterfield Connector Path project will be categorically exempt from CEQA per Sections 15304(b)(h) -Minor Alterations to Land, 15301(c) - Existing Facilities, and 15303(e) – Construction or Conversion of Small Structures of the CEQA Guidelines.

LINKS/ATTACHMENTS:

1. Resolution amending budget
2. 023-Budget Amendment for Butterfield Connector Path Fund 301

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2017-2018 BUDGET IN THE PARK IMPACT FUND (FUND NO. 301) TO REFLECT THE ACCEPTANCE OF A STATE GRANT IN THE AMOUNT OF \$1,761,980 AND TO APPROPRIATE \$1,910,493 IN RELATED PROJECT EXPENSES THEREFORE**

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), has been awarded a grant from the State of California for the benefit of the City; and

WHEREAS, the reasons supporting the actions that are the subject of, this Resolution are set forth in detail in that certain City Council Staff Report entitled "Budget Amendment for Butterfield Connector Path" submitted for City Council consideration at its meeting of February 7 2018, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, the City's Fiscal Year 2017-2018 Adopted Budget does not currently reflect the receipt of grant funds nor the appropriation of matching funds required by the grant and, therefore, recommended amendments are needed and proposed to the City's previously adopted Budget as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

WHEREAS, the activities allowed under this Resolution are categorically exempt under the provisions of California Environmental Quality Act (CEQA) of 1970 per Sections 15304(b)(h) - Minor Alterations to Land, 15301(c) - Existing Facilities, and 15303(e) - Construction or Conversion of Small Structures; and

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

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

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

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

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

- a. That the City's previously adopted Fiscal Year 2017-2018 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and
- b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2017-2018 Budget of City; and
- c. That the City Council does hereby find that the Butterfield Connector Path is categorically exempt from CEQA and City staff are directed to file a Notice of Exemption for the project.

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

PASSED AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 7th day of February 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:

DATE: _____

Steve Tate, MAYOR

∞ CERTIFICATION ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No.XXXX , adopted by the City Council at the meeting held on February 7, 2018.

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

DATE: _____

Irma Torrez, CITY CLERK

Attachment: Resolution amending budget (1607 : Butterfield Path Budget Addition)

AGENDA BUDGET SCORECARD**FISCAL YEAR 2017-18****ADJUSTMENT #**

023

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

301	Park Impact Fund
8051	Park Development
86360	CONSTRUCTION

AGENDA DATE:**AGENDA ITEM TITLE:**

02/07/18
Budget Amendment for Butterfield Connector Path

	07/01/17 PROJECTED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI- ATIONS	06/30/18 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	4,850,439	2,194,738	6,334,621	710,556
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	492,000	999,327	(507,327)
RECOMMENDED ACTION	-	1,761,980	1,910,493	(148,513)
RESULT OF RECOMMENDED ACTION	4,850,439	4,448,718	9,244,441	54,716

Attachment: 023-Budget Amendment for Butterfield Connector Path Fund 301 (1607 : Butterfield Path Budget Addition)



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: David Swing, Police Chief
APPROVED BY: City Manager

SUICIDE PREVENTION UPDATE REPORT

RECOMMENDATION(S)

1. Accept report related to youth suicide prevention; and
2. Adopt the proposed suicide prevention policy.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Supporting Our Youth
Seniors
and Entire Community
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust

2017 Strategic Priorities

Inclusiveness

POLICY CONSIDERATION:

Should the City of Morgan Hill have a formal policy for suicide prevention?

REPORT NARRATIVE:

In January 2017, the Santa Clara County Public Health Department (SCCPHD) published a final Epi-Aid report (Report) from the Center for Disease Control (CDC) related to youth suicide in Santa Clara County. Utilizing several data sets, the report identified Morgan Hill as having a significantly higher than average rate of incidence of suicide attempts and completed suicides for youth ages 10-24.

An Epi-Aid report is not a research study but rather a rapid investigation of urgent public health problems. In this instance, both field and investigative approaches were used to evaluate the data and corresponding results. The report evaluated data from 2003-2015 including only those age 10-24 and the results were categorized into three areas: (1) Decedents that died in Santa Clara County, regardless of residence, (2) Decedents that were residents of Santa Clara County and died anywhere in California, and (3) Decedents that were residents of Santa Clara County and died in Santa Clara County.

The report found that the incidence of youth suicide in Morgan Hill was 12.7 per 100,000 whereas the rate in San Jose, at the lowest, was 4.6 per 100,000. Similarly, the rate of emergency hospital department visits for Morgan Hill was greater than San Jose at 235.4/100,000 for Morgan Hill and 126.1/100,000 for San Jose. Also, the rate

of youth hospitalization for suicide attempt/self-injury was 191.4/100,000 in Morgan Hill and 53.4/100,000 in San Jose.

The report lists several risk and protective factors for actions of self-harm. Not surprisingly, many of the protective factors are aligned with the Developmental Assets and work of the Youth Advisory Council (YAC). Attributes such as positive self-perception and outlook on life, parental help and support, perception of feeling valued by the community, parents and peers, and positive school relationships all contributed in helping safeguard youth against acts of self-harm.

Some of the risk factors for self-harm include low perceptions of self-worth, lack of positive adult relationships (parents, community and educators), exposure to violence and bullying, and exposure to alcohol, illicit drugs, or cigarettes.

In response to the report, the South County United for Health team – a group of concerned stakeholders from multiple disciplines – formed a sub-committee to develop recommendations and next steps to help safeguard our youth against actions of self-harm. The workgroup is known as the South County Suicide Prevention Workgroup (SCSPW).

The SCSPW is comprised of stakeholders from the Cities and School Districts of Gilroy and Morgan Hill, Community Solutions, County Behavioral Health, Discovery Counseling, Kaiser, and Youth Alliance. The group holds monthly meetings where programmatic and policy considerations are discussed and has made progress identifying training needs and opportunities by cohort. The workgroup has also presented and reviewed sample suicide prevention policies for adoption by elected officials. As the initial focus areas are policy and training, staff has prepared a policy for Council review and will present a training plan through a decision package in the upcoming budget process. Some of the longer-term projects include evaluating access to services and better identifying those at risk or in need of support and identifying systems related changes that can reduce the incidence of self-harm.

The proposed Suicide Prevention Policy (Policy) ties back to the Santa Clara County Suicide Prevention Strategic Plan. The Policy encourages community collaboration; promotes planning, implementing, and evaluating strategies for suicide prevention, intervention, and post-vention (follow-up care after an incident of self-harm); and encourages mental health care. The Policy is a collaborative effort where implementation will include the City of Gilroy and the Unified School Districts of both Gilroy and Morgan Hill.

The Policy commits the involved parties to include the City, Community Solutions, and County Behavioral Health to implement a Suicide Review Committee which, when implemented, would be the first of its kind in the County. The proposed Policy is attached and is intended as a City-wide policy to be signed by the Mayor if approved by the Council.

The training component includes the completion of a two-hour training designed for multiple groups called Question, Persuade, Refer (QPR) and a first responder training called Applied Suicide Intervention Skills Training (ASIST). QPR is available on-line or in a class setting and is designed to help others recognize suicide warning signs. ASIST is a more in-depth training that teaches suicide safety planning and how to render mental health first aid to someone at risk. ASIST requires a two-day commitment.

Once the training programs are audited, if supported, staff will include the training in a budget request for FY 2018-19 and 2019-20 since it will require over-time pay for most first-responders to complete.

A regional training day is planned for early spring 2018 for local journalists and press information officers on best practices for suicide reporting.

COMMUNITY ENGAGEMENT: Inform

This staff report seeks to inform the community about the prior and proposed actions related to youth suicide prevention.

ALTERNATIVE ACTIONS:

Council could decide to amend the proposed policy or decide to not adopt a policy and continue with the current response to suicide and mental health.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council heard the results of the youth suicide epi-aid report at a prior meeting.

FISCAL AND RESOURCE IMPACT:

There are no anticipated fiscal impacts. The staff time invested for this report and involvement in other activities are included in the current appropriation. The implementation of the training program may have future fiscal implications and will be presented as a Decision Package through the budget process.

Funds to implement the policies shall be sought through private donations, grants, or other sources of funding.

CEQA (California Environmental Quality Act):

Not a Project. Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not projects under CEQA.

LINKS/ATTACHMENTS:

1. City Council Policy Suicide Prevention
2. Proposed Training Matrix
3. 2016 Epi-Aid Report (weblink)

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-xx-xx

SUBJECT: SUICIDE PREVENTION POLICY

EFFECTIVE DATE: FEBRUARY 7, 2018

ORIGINATING DEPARTMENT: POLICE DEPARTMENT

BACKGROUND

Suicide is the leading cause of death by fatal injury in Santa Clara County. These deaths are usually preventable. Within that framework, it is the policy of the City of Morgan Hill to adopt best practices for suicide prevention and early intervention. It is the policy of the City to implement the Santa Clara County Suicide Prevention Strategic Plan, adopted by the Santa Clara County Board of Supervisors on August 24, 2010. To meet these goals, the City will promote mental health care, wellness, and prevention, and will provide support for community members in need, as available.

PURPOSE

This policy encourages community collaboration; promotes planning, implementing, and evaluating strategies for suicide prevention, intervention, and postvention; and encourages mental health care.

POLICY

It is the policy of the City to implement current strategies and best practices as designed by the Suicide Prevention Resource Center, a national agency promoting the national suicide prevention plan, and the California Suicide Prevention Plan.

City staff will work with Morgan Hill Unified School District employees and residents to gain a better understanding about the causes of suicide and learning appropriate methods for identifying and preventing the loss of life. The policy and procedures will include training in identifying those at risk (gatekeeper training) and how to report suicide threats to the appropriate parental and professional authorities.

City staff will actively collaborate with prevention researchers, specialists in the field, the Morgan Hill Unified School District, and other local and regional authorities, including Santa Clara County government. This policy shall advance current, evidence-based strategies, including but not limited to, public education, community outreach, a continuum of mental health supports, means restriction, mental health screenings, grief support, safe messaging trainings with media, developing suicide crisis response plans, and periodic review of relevant data, amongst other actions.

The City supports initiatives and actions taken by the South County Suicide Prevention Workgroup, or any future similar committee. Collaborative activities will be agreed upon, implemented, and evaluated, as funding and resources are available.

A strong and effective educational program promotes the healthy mental, emotional, and social development of residents and employees/employers including, but not limited to, understanding of problem-solving skills, coping skills, and resilience. Additionally, an easily accessible list of mental health and suicide prevention resources shall be maintained.

The cities and school districts of Gilroy and Morgan Hill shall collaborate with Santa Clara County Behavioral Health and Community Solutions to establish a suicide review committee and crisis intervention plan and procedures, to ensure public safety and appropriate communications in the event that a suicide occurs, or an

attempt is made by an individual in the cities of Gilroy or Morgan Hill.

The City shall ensure that all staff members have been issued a copy of this suicide prevention policy.

Funds to implement this policy shall be provided, to participating agencies when available, and city staff will seek opportunities to supplement funds through private donations, grant applications, and other sources of outside funding. Additional funding will also be sought through partnership with the Morgan Hill Unified School District and other agencies with expertise in this area.

This policy shall be reviewed annually, as part of the South County Suicide Prevention Workgroup, to confirm compliance and to make any necessary revisions.

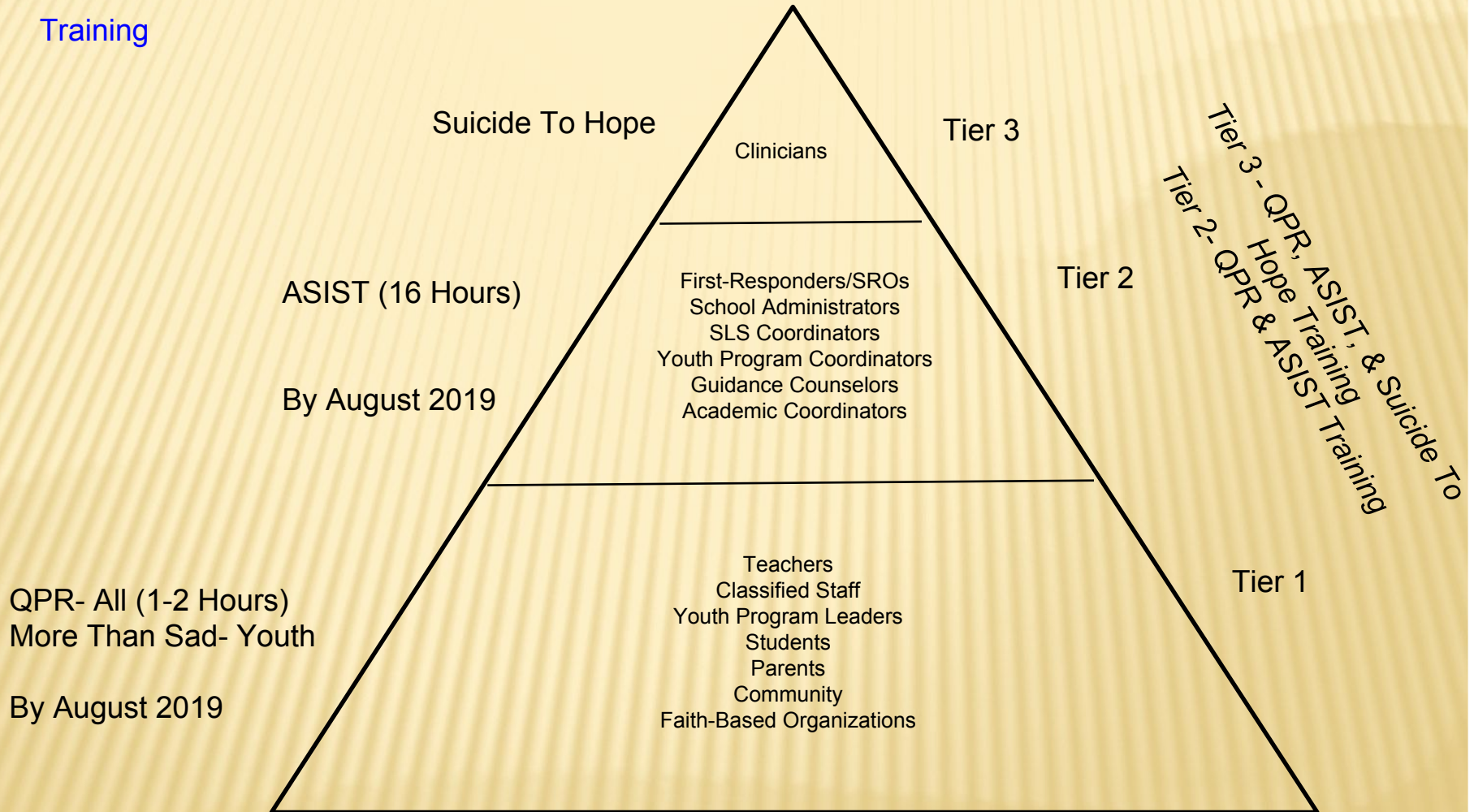
This policy shall remain in effect until modified by the City Council.

APPROVED:

STEVE TATE, MAYOR

MTSS MODEL OF *SUICIDE PREVENTION* TRAINING FOR SOUTH COUNTY

Training





CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Jennifer Ponce, OES Coordinator
APPROVED BY: City Manager

EMERGENCY OPERATIONS PLAN UPDATE

RECOMMENDATION(S)

Adopt resolution authorizing the approval, distribution, and use of the updated City of Morgan Hill's Emergency Operations Plan.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment
Supporting Our Youth
Seniors
and Entire Community
Preserving and Cultivating Public Trust

2017 Strategic Priorities

Inclusiveness
Infrastructure

REPORT NARRATIVE:

The Office of Emergency Services is charged per City ordinance with the preparation and execution of a written plan designed to address the City's response to man-made and natural disasters.

Staff from the Morgan Hill Office of Emergency Services has updated the Emergency Operations Plan (Plan) consistent with current standards in emergency management. The Plan outlines the necessary roles and responsibilities that will be discharged by City staff and volunteers in the event of a disaster in Morgan Hill.

The Plan continues the City's compliance with the California Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). It facilitates multi-agency and multi-jurisdictional coordination during emergency operations, public information functions, and resource management.

COMMUNITY ENGAGEMENT: Inform

This staff report serves to inform the community of the updated Plan as a public document that outlines the City of Morgan Hill's actions before, during, and after an emergency and guides the City's response to major emergencies/disasters.

ALTERNATIVE ACTIONS:

If this plan is not updated, the current plan dated January 6, 2013 will remain in place.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The previous Emergency Operations Plan was approved by City Council on January 6, 2013.

FISCAL AND RESOURCE IMPACT:

While there is no fiscal/resource impact at this time, in order to be eligible for Homeland Security and hazard mitigation grant opportunities, the City of Morgan Hill must follow SEMS and NIMS as outlined in the Plan. In addition to these funding opportunities, each year Emergency Management Performance Grant and State Homeland Security Grant Program funding is available toward the purchase of equipment to enhance the Emergency Operations Center (EOC) and EOC personnel training.

CEQA (California Environmental Quality Act):

Not a project: Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not projects under CEQA.

LINKS/ATTACHMENTS:

1. Resolution
2. Morgan Hill Emergency Operations Plan - 11jan2018 rev 2.0

RESOLUTION NO.**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AUTHORIZING THE APPROVAL, DISTRIBUTION AND USE OF THE UPDATED CITY OF MORGAN HILL'S EMERGENCY OPERATIONS PLAN.**

WHEREAS, the Office of Emergency Services is charged per City ordinance with the preparation and execution of a written plan designed to address the City's response to man-made and natural disasters;

WHEREAS, the Office of Emergency Services has updated the Emergency Operations Plan consistent with current standards in emergency management, outlining the necessary roles and responsibilities that will be discharged by City staff and volunteers in the event a disaster strikes Morgan Hill; and

WHEREAS, this plan continues the City's compliance with the California Standardized Emergency Management System and the National Incident Management System and facilitates multi-agency and multi-jurisdictional coordination during emergency operations, public information functions, and resource management.

NOW THEREFORE, BE IT RESOLVED this **EMERGENCY OPERATIONS PLAN** is approved for use and distribution.

PASSED AND ADOPTED by the City Council of Morgan Hill at the meeting held on this day of February 7, 2018 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:
COUNCIL MEMBERS:

DATE: _____

Steve Tate, MAYOR

∞ **CERTIFICATION** ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No.XXX X, adopted by the City Council at the meeting held on February 7, 2018.

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

DATE: _____

Irma Torrez, CITY CLERK

Attachment: Resolution (1593 : Emergency Operations Plan Update)



Emergency Operations Plan



***“Partnering with the community to improve the quality of life
in Morgan Hill through preparedness”***

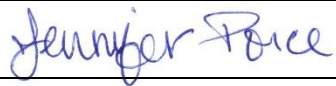
Revision 2.0
January 11, 2018



Revision History

REV	DATE	DESCRIPTION	AUTHOR
1.0	06-JAN-2013	Initial Release	Jennifer Ponce
2.0	11-JAN-2018	New document format with multilevel paragraph & subject numbering; Added activation levels chart (page 9); Updated EOC Organization (pages 13-15); EOC Operations update (page 17); Dissemination of Information update (page 18); Removed CERT Section (page 21); Updated web reference links (pages 27, 30, 31); Appendices broken out into new separate document.	Jennifer Ponce

Approval Signatures

REV	NAME	TITLE/POSITION	SIGNATURE
1.0	Jennifer Ponce	OES Coordinator	
2.0	Jennifer Ponce	OES Coordinator	

This page held for Letter of Promulgation

Attachment: Morgan Hill Emergency Operations Plan - 11Jan2018 rev 2.0 (1593 : Emergency Operations Plan Update)

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SECTION 1: EXECUTIVE SUMMARY

1.1 PURPOSE

The purpose of the Emergency Operations Plan (EOP) is to define the actions required of the City of Morgan Hill before, during, and after an emergency and to guide the City's response to major emergencies/disasters.

Additionally, this Plan supports the Morgan Hill Municipal Code Chapter 2.44 Civil Disaster and Emergency Organization Purposes, which are "to provide for the preparation and carrying out of plans for the protection of persons and property within the city in the event of an emergency..."

1.2 CONCEPT OF OPERATIONS

The City of Morgan Hill's Emergency Operations Center (EOC) follows California's Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) as the emergency management response structure for disaster operations. These systems provide for Management, Operations, Logistics, Planning and Intelligence, and Finance and Administration Sections of the organization.

The operational priorities are protecting lives, meeting human welfare needs, temporary restoration of publicly provided facilities and services, as well as those provided by private organizations and special districts, protecting property, preserving the environment, and permanent restoration of facilities.

The Office of Emergency Services (OES) identifies potential threats to life, property and the environment, and then develops plans, procedures, and guidelines to minimize or respond to those threats. Together these documents will help coordinate and support emergency response and recovery and will be tested through exercises and validated by the results of actual response. The goal is to maintain a robust emergency management organization with collaborative ties among governments, community based organizations, volunteers, public service agencies and the private sector.

Morgan Hill OES follows the four (4) phases of Emergency Management.

- **Mitigation**
Actions taken to reduce the exposure to, probability of, or potential loss from hazardous events. Mitigation is often accomplished in conjunction with other local, state, and/or federal agencies
- **Preparedness**
Establishing of authorities and responsibilities for emergency actions and the garnering of resources to support them. Preparedness includes staff training, identifying possible facility, and asset needs and encompasses a program of tests, drills, and exercises. Public outreach is imperative and Community Emergency Response Team (CERT) training is an excellent vehicle to accomplish this work.
- **Response**
Time-sensitive actions taken to save lives and protect property, including actions which stabilize the situation. Response includes notifying and activating the emergency management organization, warning, evacuating, or sheltering the local population, keeping the population informed, rescuing individuals and providing emergency medical care, maintaining law and order, assessing damage addressing mitigation issues that arise from response actions, and requesting help from outside sources, when needed.
- **Recovery**
Efforts to restore the infrastructure, social, and economic life of the City. Recovery actions can last over an

extended period of time and involve costly expenditures, including Disaster Assistance funding from state and federal sources.

1.3 THE CITY OF MORGAN HILL'S EMERGENCY ORGANIZATION

1.3.1 Municipal Leadership

The Municipal Code provides for a Disaster Council to develop and recommend for adoption by the city council, emergency and mutual aid plans and agreements. The Disaster Council shall meet upon call of the Chair or in his/her absence the Vice Chair. It is important to note this Council does not have a response role during times of disaster and that it acts solely in an advisory capacity. The Disaster Council is comprised of:

- Council Chair – the Mayor
- Council Vice Chair – the Director of Emergency Services
- Assistant Director of Emergency Services
- The Chief of Police, Director of Public Works, and the Fire Chief
- Such other persons as may be appointed by the Mayor with the advice and consent of the City Council

1.3.2 Director of Emergency Services

This position is filled by the City Manager, who according to the Municipal Code is empowered to make a variety of decisions and take a variety of actions during an emergency on behalf of the City, including acting in the absence of the City Council. Several, but not all, of these powers and duties include:

- Request the City Council proclaim a local emergency
- Request the Governor proclaim a state of emergency
- Control and direct the emergency efforts of the City
- Direct cooperation and coordination between services and staff of the emergency organization of the city
- Represent the City in all dealings with public or private agencies on matter pertaining to emergencies
- Require emergency services of any City staff in the event of a proclamation

1.3.3 City Organization

- Field Personnel
 - Morgan Hill Police Department
 - Morgan Hill Fire Department (Cal Fire)
 - Corporation Yard Staff
 - Volunteers - Community Emergency Response Team (CERT), ARES/RACES amateur radio, Volunteers in Policing (VIP), and spontaneous volunteers, while under supervision
- EOC Personnel
 - Dedicated City staff who are trained in EOC operations
 - Other City staff to serve as needed
 - Volunteers – CERT, ARES/RACES, VIP
 - Fire Representative
 - Morgan Hill Unified School District Representative
 - American Red Cross Representative
 - Outside agencies as needed

SECTION 2: PLAN DETAILS

2.1 PLAN OVERVIEW

The City of Morgan Hill Emergency Operations Plan (EOP) is an all hazards document describing the City's Emergency Operations organization, compliance with relevant legal statutes, other guidelines, and critical components of the Emergency Response System. This plan is not intended to address specific emergency responses. Specific annexes to this document include Emergency Response Guidelines (ERGs), which outline hazard specific response activities.

It is the responsibility of the Office of Emergency Services (OES) Coordinator to develop emergency plans. The OES Coordinator will update and seek approval of the plan as needed.

The Morgan Hill EOP addresses the planned response to and recovery from conditions of disaster or of extreme peril to the safety of persons, property and the environment, by natural or human causes, affecting the City of Morgan Hill and its sphere of influence.

The Plan delineates the City emergency management organization and identifies policies, priorities, responsibilities, and procedures for the EOC.

The Plan also establishes the framework for implementation of SEMS within the City of Morgan Hill and guides its relationship with other levels of government as well as with Field Level Incident Commanders.

The plan is aligned with the State of California Emergency Plan, the Santa Clara Operational Area Interim Agreement, Santa Clara County Emergency Operations Plan, the Morgan Hill Municipal Code as well as plans and Standard Operating Procedures (SOPs) of contract agencies and Special Districts.

The Plan is designed to guide the EOC staff through all phases of emergency management. It is flexible and can be used for all sorts of emergencies and will facilitate both short-term response and long-term recovery.

The Plan describes the basic concept of emergency management. It also describes the structure of the City of Morgan Hill emergency management organization, its responsibilities, and the operational concepts for all-hazard emergencies.

2.2 ACTIVATION OF THE EOC

The EOC is activated by an order of the Director of Emergency Services, or designated representative, in response to threats or disasters which may affect the City of Morgan Hill.

Other times when the EOC will be activated include:

- When the Governor has proclaimed a State of Emergency in an area that includes the City of Morgan Hill
- By a Presidential Declaration of a National Emergency
- The existence of a State of War Emergency

The Director of Emergency Services is authorized to activate the City of Morgan Hill's EOC. In the absence of the City Manager, the Police Chief, Assistant City Manager, or any of the City Department Heads may activate the EOC.

These personnel have the responsibility to determine whether the emergency condition requires the partial or full mobilization of the City Emergency Operations Organization to staff the EOC.

The response to an incident affecting the City of Morgan Hill will be dictated by the overall impact of the incident, rather than the type of incident.

2.2.1 General Criteria for an EOC Activation

- Resources beyond the local capabilities are/will be required
- The emergency may be of a long duration
- Major policy decisions may be needed
- A local or state emergency has been declared
- Activation of the EOC will be advantageous to the successful management of the incident

2.2.2 The EOC Activation Process

Upon notification of the existence of a threat to public safety, property or the environment, (e.g. winter storm, flooding), the Director of Emergency Services (DES) will call together key City staff to assess the scope of the incident/emergency and make a decision regarding EOC activation and the level of activation. These response levels are described within the following Levels of Activation chart.

EVENT/INCIDENT EXAMPLES	ACTIVATION LEVEL	MINIMUM STAFFING	AUTHORIZATION LEVEL
MINOR EVENT • Single site • Two or more departments involved • Potential threat of flood, severe storm, interface fire	ONE	• EOC Coordinator • Public Information Officer • Liaison Officer • Operations Coordinator	• DES • Department Head(s) • OES Coordinator
MODERATE EVENT • Single site • Several response agencies involved • Partial evacuation	TWO	• City Manager or designate • EOC Coordinator • Public Information Officer • Liaison Officer • Section Coordinators	• DES • Department Head(s)
MAJOR EVENT • Multiple site • Regional disaster • Multiple agencies involved • Extensive evacuations • Resources or support required	THREE	• All EOC functions and positions as required	• DES • Department Head(s)

Levels of Activation

2.2.3 City EOC Management, Direction and Control

The EOC is managed by the Director of Emergency Services. The City of Morgan Hill's EOC will utilize multi/interagency coordination as defined in SEMS.

2.2.4 Concept of Operations

Emergency operations address the entire spectrum of contingencies, ranging from relatively minor incidents, such as a utility failure, to large scale disasters such as an earthquake. Some emergencies will be preceded by a buildup or warning period, providing sufficient time to warn the public and implement mitigation measures designed to reduce loss of life, property damage and effects on the environment. Other emergencies occur with little or no

advance warning, thus requiring immediate activation of the Emergency Operations Plan and efficient and coordinated mobilization and deployment of resources. City departments and agencies must be prepared to respond promptly and effectively to any foreseeable emergency, including the provision for, and utilization of, mutual aid assets.

2.2.5 Coordination with Other Emergency Responders

The City of Morgan Hill has identified the jurisdictions, special districts, community-based organizations (CBOs), volunteer agencies, private agencies, including non-government organizations (NGOs) that operate within the City's geographical area and sphere of influence. Many organizations will have a response role during an incident. Their roles will be coordinated by the OES, usually through pre-established relationships, and may include:

- American Red Cross, Silicon Valley Chapter
- CERT
- Faith-based organizations
- Local medical clinics
- Local veterinary clinics
- Medical Volunteer Disaster Response (MVDR aka Medical Reserve Corps)
- Morgan Hill Amateur Radio Emergency Services (MHARES)
- Morgan Hill Unified School District (MHUSD)
- Mount Madonna Y.M.C.A
- Volunteers in Policing (VIP)

Deactivation will occur at the direction of the Director of Emergency Services or designee.

2.2.6 Shelter Operations

In the event of a large scale emergency or disaster, it may be necessary to open a shelter (or shelters) due to evacuation or damage to residences. Sheltering is the responsibility of the City; however, the American Red Cross will join efforts as soon as they are able to respond.

In Morgan Hill shelter surveys are conducted to identify facilities that meet the minimum requirements of the Americans with Disabilities Act of 1990.

2.3 ORGANIZATIONAL STRUCTURE

2.3.1 Incident Command System (ICS)

The Incident Command System (ICS) is a nationally used, standardized, on-scene emergency management system specifically designed to allow the user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS addresses both organization and process. ICS is used to manage facilities, equipment, personnel, procedures, and communications through the use of a common organizational structure and standardized procedures.

ICS was developed in California by the Fire Resources of California Organized for Potential Emergencies (FIRESCOPE) to enable successful multi-agency operations during emergency response operations. In addition, it has been adopted by the state and is specifically required for SEMS compliance. It has been adopted by the federal government and is specifically required for NIMS compliance.

2.3.2 Standardized Emergency Management System (SEMS)

The Standardized Emergency Management System (SEMS) is the system required by California Government Codes §8607(a) for managing response to multi-agency and multi-jurisdiction emergencies in California.

SEMS incorporates the use of the ICS, the Master Mutual Aid Agreement and existing mutual aid systems, the Operational Area Concept, the Operational Area Satellite Information System (OASIS), and multi-agency coordination. Local governments must use SEMS to be eligible for reimbursement of their response-related personnel costs under state disaster assistance programs.

2.3.3 SEMS Functions

There are five (5) designated levels in the SEMS organization: Field Response, Local Government, Operational Area, Regional, and State. Each level is activated as needed.

- The **Field Response Level** commands emergency response personnel and resources to carry out tactical decisions and activities in direct response to an incident or threat.
- The **Local Government Level** manages and coordinates the overall emergency response and recovery activities within its jurisdiction. The local government level includes cities, counties, and special districts.
- The **Operational Area Level** manages and/or coordinates information, resources, and priorities among local governments; and serves as the coordination and communication link between the local government level and the regional level. The Operational Area includes all the jurisdictions and special districts within the county geographical area. The County of Santa Clara is the lead agency for the Operational Area.
- The **Regional Level** manages and coordinates information and resources among operational areas within the mutual aid region designated and between the operational areas and the state level. This level, along with the state level, coordinates overall state agency support for emergency response activities.
- The **State Level** manages state resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the mutual aid regions and between the regional level and state level, and serves as the coordination and communication link with the federal disaster response system.

2.3.4 Local Government Level in SEMS

The basic role of a local government is to manage and coordinate the overall emergency response and recovery activities within its jurisdiction.

Under SEMS, special districts are units of local government (other than a city, county, or city and county) with authority or responsibility to own, operate or maintain a project (as defined in the California Code of Regulations for purposes of natural disaster assistance). This may include joint powers authority.

The City is responsible for emergency response within its boundaries, although some services are contracted for from other agencies. All local governments are responsible for coordinating with other local governments, to their field response level, and with the operational area. The City may support its emergency response by opening its EOC and providing mutual aid within its capabilities.

The City is primarily responsible during emergencies for restoration of services that it normally provides. It is also responsible for safety of people at its facilities or on its property and for warning of hazards from its facilities or operations. Some special districts may assist other local governments in the emergency response.

2.3.5 SEMS Requirements for Local Governments

The City will comply with SEMS regulations in order to be eligible for state funding of response-related personnel costs and will:

- Use SEMS when a local emergency is declared or proclaimed.
- Establish coordination and communications with field incident commanders.
- Use existing mutual aid systems to assist in dealing with fire, law enforcement, and all other incidents.

- Establish coordination and communications between the City EOC when activated, to the Operational Area's EOC, and any state or local emergency response agency having jurisdiction for an incident.
- Use coordination with other agencies to facilitate decisions for emergency response activities.
- SEMS includes fulfilling the management and coordination role of local government and providing for the five (5) essential functions of Management, Operations, Planning, Logistics and Finance/Administration.

2.3.6 National Incident Management System (NIMS)

Homeland Security Presidential Directive (HSPD) – 5 requires all states and local governments to adopt and implement NIMS.

NIMS include the following components:

- Command and management, including the ICS
- Communications and information management
- Preparedness
- Resource management
- Multi-Agency coordination
- Supporting technologies
- Joint Information System (JIS)
- NIMS management and maintenance

2.3.7 Operational Area Responsibilities under SEMS and NIMS

The implementation of SEMS and NIMS is a cooperative effort of all departments and agencies within the county, cities, and special districts that have an emergency response role.

All City staff who may work in the EOC, in a Departmental EOC or at the field level will receive appropriate SEMS/NIMS/ICS training as recommended by the Department of Homeland Security. To validate preparedness and planning efforts, the City will develop an exercise program that provides periodic exercises for EOC and DEOC personnel under SEMS/NIMS/ICS guidelines.

2.3.8 National Response Framework (NRF)

The National Response Framework is built upon the premise that incidents are typically handled at the lowest jurisdictional level. In the vast majority of incidents, state and local resources and interstate mutual aid will provide the first line of emergency response and incident management support. When state resources and capabilities are overwhelmed, governors may request federal assistance. The NRF provides the framework for federal interaction with state, local, tribal, private sector, and non-governmental entities in the context of domestic incident management to ensure timely and effective federal support. The NRF is the core operational plan for national incident management, and establishes national-level coordinating structures, processes, and protocols that will be incorporated into certain existing federal interagency incident- or hazard-specific plans.

2.3.9 Special District Involvement

Special districts are defined as local governments in SEMS. The emergency response role of special districts such as the Santa Clara Valley Water District is generally focused on the return to normal services. During disasters, some types of special districts will be extensively involved in the emergency response by assisting the City.

2.3.10 Area Command and Unified Command

An Area Command may be established when the complexity of an incident or incident management span-of-control issues are present. An Area Command oversees the management of multiple incidents, each being handled by separate ICS organizations. These incidents may also be non-site-specific, geographically dispersed or

evolve over a long period of time (e.g., a bio-terrorism incident). An Area Command organization can also be used if there are a number of incidents in the same area and of the same type, such as HAZMAT spills or wildfires. These are incidents using the same resources. Multi-jurisdictional incidents may be handled by a Unified Command wherein each jurisdiction has a representative in the command structure.

2.3.11 Incident Command System under SEMS

ICS/SEMS is composed of five (5) functions: Management, Operations, Planning/ Intelligence, Logistics and Finance/Administration. These functions are present in every EOC and mirror the ICS functions which may, or may not, be contained in Field Level Command Posts. The exact EOC organizational staffing level is decided by the Director of Emergency Services, upon consultation with the EOC Section Coordinators, with consideration given to the circumstances and scope of the emergency/disaster.

2.3.11.1 Management Section “Leads It”

The Director of Emergency Services/EOC Director has responsibility for the overall management of the City’s response. The Director ensures that all EOC functions are staffed by the most qualified individuals. This section sets objectives, reviews and approves action plans, provides public information, keeps track of legal concerns and makes policy decisions, subject to later ratification by the City Council. The EOC Management Section should focus on strategy and policy, not tactics. This Section also coordinates the activities of other county, state, and federal agencies with the City.

The Management Section Staff consists of:

- Director of Emergency Services (DES)
- Deputy DES
- EOC Coordinator / Liaison Officer
- Public Information Officer
- Legal Advisor
- Safety & Security Officer

2.3.11.2 Operations Section “Does It”

The Operations Section Coordinator is responsible for the coordination and management of all branches in the Operations Section. Depending upon the type of event which is occurring, the Operations Section Coordinator may be from the Public Works Branch, the Law Enforcement Branch or the Fire Services Branch. This section develops the Operations Section of the EOC Action Plan to meet objectives set by the Management Section. It allocates personnel and equipment, identifies staging areas and manages mutual aid. Multi-purpose staging areas are also under the management of this section. This Section responds to field requests, anticipates needs, and coordinates information gathering in conjunction with the Plans Section.

This Section may have to deal with inmate issues (the Boys Ranch), special populations, animal control issues, hazardous materials, coroners, emergency medical, crisis counseling for emergency responders, urban search and rescue, disease control, utility restoration, flooding, damage assessment, safety assessments, sheltering and feeding, and potable water.

The Operations Section Staff consists of:

- Law Enforcement Branch
- Fire and Rescue Branch
 - CERT Field Unit
- Public Works/Engineering Branch
 - Building Inspection Unit

- Dept. Emergency Operations Center (DEOC)
 - DEOC Support
- Community Services Branch
 - American Red Cross Unit
 - MHUSD Unit
 - Care and Shelter Unit
 - Shelter Operations Field Unit

2.3.11.3 Planning/Intelligence Section “Plans It”

The Planning/Intelligence Section Coordinator leads this Section which may be structured into several units depending upon the needs of the incident. Situation Analysis and Damage Assessment are examples of units which may be formed within this Section. The Planning/Intelligence Section is responsible for gathering, tracking, and displaying verified information which correctly describes the incident status. It compiles the status of utilities, road conditions, public buildings, schools, shelters, and damaged/destroyed buildings and homes. Planning/Intelligence maintains documentation for historical and legal records. It makes projections on the course of the event and makes forward-looking plans. The Planning/Intelligence Section is also responsible for compilation of and publication of the Incident Action Plan and ensures information reporting is accomplished to the Operational Area via the computerized WebEOC system or RIMS.

The Planning/Intelligence Section is responsible for the collection, distribution, and display of information related to the incident status. As the incident progresses, the Section anticipates the needs for demobilization long before needed.

The Planning/Intelligence Section Staff consists of:

- Situational Analysis Branch
- Advanced Planning Unit
- Documentation Unit
 - GIS/CAD Unit
 - WebEOC Unit

2.3.11.4 Logistics Section “Gets It”

The Logistics Section Coordinator leads the Section and is responsible for providing all support needs to the incident. This Section maintains records of requests and the disposition of resources. It provides personnel support including volunteers, specialized equipment and contractor services not available in-house, transportation, housing, feeding, tracking of resources as they move, provision of sanitation services, information technology support, and communications. Requests for personnel, equipment, supplies, and shelters are a few examples of what this Section handles.

The Logistics Section Staff consists of:

- Personnel Branch
 - Emergency Volunteer Center Field Unit
- Resources Branch
 - Supply Unit
- Transportation Branch
- Communications Branch
- Communication Branch
 - ARES Unit

2.3.11.5 Finance/Administration Section “Pays for It”

The Finance/Administration Section Coordinator leads this Section and is responsible for fiscal management, time-keeping on personnel and equipment, and tracking the overall cost of the incident. This Section handles procurement, the administration of vendor contracts, compensation, travel requests, and claims. Finance also prepares and maintains adequate records for cost recovery.

The Finance/Administration Section Staff consists of:

- Time Branch
- Cost Branch
- Compensation/Claims Branch

2.4 COORDINATION WITH THE FIELD RESPONSE LEVEL – ICS

Common terminology is used to describe organizational functions, resources, and facilities within ICS/SEMS.

Modular organization is the method by which the organizational structure develops based upon the kind and size of the incident. The organization's staff builds from the top down with responsibility and performance placed initially with the Incident Commander. Several sections may be covered by one person in a relatively simple organization.

Unified Command is a structure which allows all agencies with responsibility for the incident, either geographical or functional, to manage an incident by working with other agencies in establishing a common set of incident objectives. This is accomplished without losing or abdicating agency authority, autonomy, responsibility, or accountability.

An Incident Action Plan identifies objectives and strategies made by the Director of Emergency Services for the incident based upon the requirements of the jurisdiction. In the case of Unified Command, the event objectives must adequately reflect the policy and needs of all the jurisdictional agencies. The Incident Action Plan for an event documents the support activities required for the operational period

Span of control within the EOC is a limitation on the number of EOC staff positions that can effectively be supervised or directed by an individual. The span-of-control range is usually from three (3) to seven (7) personnel.

Comprehensive resource management is the identification, grouping, assignment, and tracking of resources.

Integrated communications are established through the use of a communications plan.

2.5 THE ACTION PLANNING PROCESS (DURING AN INCIDENT)

2.5.1 Purpose of the EOC Action Plan

- Establishes the direction and priorities for EOC operations operational objectives for each SEMS function in the EOC and tracks progress.
- Establishes the operational period timeframe for completion of objectives.
- Operational periods are normally in twelve (12) hour increments except for the first and last period.
- May be set by Santa Clara Operational Area for area-wide disasters.
- Provides for accountability and reduces redundancy.
- Provides documentation for the After Action Report.

2.5.2 Emergency Management Teams Action Planning Responsibilities

- **Director of Emergency Services**
Ensures the Incident Action Plan is accomplished.
- **Planning/Intelligence Coordinator:**
Acts as the Facilitator for the Action Planning process. Conducts the Action Planning meeting and prepares or assigns staff to reproduce and distribute the Action Plan.
- **Situation Analysis Unit Leader:**
Assists the Planning/Intelligence Coordinator as required in the preparation of the Action Plan.
- **Documentation Unit Leader:**
Assists in the preparation and distribution of the Plan. Keeps a permanent record of all documents related to the incident.
- All Section Coordinators provide input for the Incident Action Plan.

2.5.3 Planning Meeting

- Reviews the initial situation immediately upon EOC activation.
- Develops the incident objectives.
- Decides on initial size of EOC staff.
- Announces when first action planning meeting will occur. (Usually within two (2) hours of EOC activation).
- Considers declaration of Local Emergency. Initial meeting is brief - usually no longer than twenty (20) minutes.
- Hold the meeting at a site away from the EOC, and the Director, Command and General Staff attend, along with any Liaison Officers.
- The Action Plan can be written on ICS forms or on the WebEOC template.

SECTION 3: EOC OPERATIONS

The City is prepared to operate a primary or alternate EOC when emergencies occur. The locations and facilities of the primary and secondary EOCs have been predefined, equipped and organized.

3.1 EOC SET UP

The set-up of the EOC is the responsibility of the EOC Coordinator. Instructions for the setup of the EOC can be found in "Setup Guides" located at EOC locations.

3.2 EOC STAFFING

Staffing decisions will be driven by the nature and scope of the emergency and the activation level ordered by the Director of Emergency Services. The EOC Sections must be prepared for extended operations on a twenty four (24) hour basis using two (2) twelve (12) hour shifts. Incidents requiring extended EOC Operations may see adjustments in the staffing shift hours, staffing levels, or a combination thereof. The Safety Officer is authorized to recommend to Section Coordinators to order EOC staff members exhibiting fatigue or stress to leave the EOC

EOC Staff assignments (at least one (1) primary and an alternate) are pre-designated by the Director of Emergency Services in the EOC Staffing Plan which is published separately and updated by the OES.

Contract agencies, special districts, utilities, Community Based Organizations (CBOs), and Non-Governmental Organizations (NGOs) may be requested to send agency liaison representatives to the EOC.

ARES volunteers play a significant role in EOC operations, donating their time, personal communications equipment, and expertise to maintain an auxiliary set of communications channels (voice/packet computer/bulletin board) with other cities/towns/special districts and the Santa Clara County EOC. A secondary or backup ARES capability may be located in the volunteers' vehicles to ensure there are no lost communications during incidents.

3.3 EOC TRAINING

The EOC Staff will participate in an ongoing training program. The OES will make this training available to the team. This program will include the following elements:

3.3.1 Basic Training:

Orientation to the EOC, introduction to the Emergency Operations Plan and basic SEMS/NIMS, used primarily to brief new EOC Staff members.

3.3.2 Specialized/Technical Training:

Training focused on and emphasizing procedures such as WebEOC reporting or setting up a shelter.

3.3.3 Exercises

Table top exercises, functional exercises, or full scale exercises may be used to involve Emergency Management Team members in the processes of emergency management. The team will have at least one (1) exercise each year, unless it is involved in an actual EOC activation during the year.

SECTION 4: DISASTER SERVICE WORKERS – EMPLOYEES AND VOLUNTEERS

Disaster Service Workers (DSWs) are defined as:

- Any person properly registered for the purpose of engaging in disaster service, including paid staff and volunteers.
- Any person registered with an accredited Disaster Council for the purpose of engaging in disaster service without pay or other consideration.
- Unaffiliated persons impressed into service by competent authority during an incident.

4.1 CITY EMPLOYEES

4.1.1 During Working Hours:

When an emergency occurs, all on-duty City staff must remain at work until properly relieved or excused by their supervisors.

4.1.2 During Non-Duty Hours:

During non-working hours, when emergencies occur, City employees with EOC or other emergency assignments should:

- Immediately look to the safety and security of their families.
- As soon as possible, contact their City work station or EOC Section Coordinator to advise of their family status and availability for disaster duties.

4.1.3 Dissemination of Information:

The Public Information Officer of the City, or EOC personnel, can disseminate employee work information during an emergency by the following means.

- The City Cable Channel 17
- Alert SCC
- The Emergency Alert System (all commercial radio and television stations)
- The Police Department
- The City Web Site: www.morganhill.ca.gov
- Social Media

4.2 VOLUNTEER ORGANIZATIONS AND PRIVATE AGENCIES

These groups constitute a significant part of Morgan Hill's emergency response resources. Groups including the Santa Clara Chapter of the American Red Cross and the Salvation Army are essential elements of the public response efforts to meet the care and shelter needs of local disaster victims. Private sector medical/health resources provide emergency medical care. Government radio communication nets are backed up in the Morgan Hill EOC by highly qualified "HAM" radio operators of the Morgan Hill ARES/RACES who offer their own equipment and separate auxiliary nets as well as field communications units from sources such as fire stations, school campuses, and the Community Emergency Response Team (CERT).

The Emergency Volunteer Center (EVC), located at the Community and Cultural Center (CCC), will be staffed by City employees and volunteers. An Emergency Volunteer Center Emergency Guideline has been prepared for guidance in this function.

Private agencies, organized groups and service clubs which desire to volunteer to perform specific tasks during emergencies should identify their interests and goals to the OES for pre-disaster recognition and registration processing.

4.2.1 Length of Enrollment/Termination

The Emergency Management Team is authorized to establish enrollment periods, and to coordinate the activities of the various volunteer groups in preparing for emergencies. Spontaneous volunteers (see below for further definition) will normally be enrolled only for the length of the on-going disaster at the time they come forth to provide assistance. Termination may be accomplished if the volunteers fail to perform their responsibilities.

4.3 COORDINATION OF VOLUNTEERS

4.3.1 Pre-Registered Volunteers

Pre-registered volunteers have been assigned specific disaster duties by nature of their registration, i.e. ARES, CERT, Volunteers in Policing (VIPs), etc. These pre-registered volunteers will work under lines of authority designated before the emergency. However, once deployed to field sites on order of the EOC Sections, these organized volunteers will report either individually or as a unit to the Incident Commander at the Incident Command Post. In certain instances, such as a major disaster, these pre-registered volunteers may operate independently but under positive communications control of their respective organizational representative present in the EOC.

4.3.2 Spontaneous Volunteers

Motivated civilians frequently offer their services to the City during emergency situations. These services can be simple offers of food and drink or may be physical labor or professional services and expertise. The key to successful volunteer employment is to identify individuals' skills and utilize the volunteers in a safe, supervised manner to the extent of their capabilities.

Citizen-volunteers who are not pre-registered but desire to serve this community in times of actual emergencies or disasters are called spontaneous. Those individuals will be referred to the Morgan Hill EVC, when activated, which will be located at the CCC, for screening and registration to determine their suitability for performing volunteer services, if and when needed.

Once registered as DSWs for the event duration, these temporary DSWs will be supervised by the management of the EVC until assigned to specific duties in the field. At that time, they will come under the control of a designated team/project leader who will supervise their work efforts.

DSW volunteers registered under this program are considered to be acting within the scope of disaster service duties while assisting any unit of an emergency organization or performing any act contributing to the protection of life, property, and the environment or mitigating the effects of a potential emergency.

4.4 REGISTRATION

DSW Volunteers must have certain data registered with the City Clerk's Office and execute a signed loyalty oath or affirmation subscribed by an officer authorized to administer oaths. The City Clerk (or designee) is authorized to administer the loyalty oath to DSWs.

4.5 WORKER'S COMPENSATION CLAIMS

All DSW volunteers are eligible to submit claims for worker's compensation for injuries sustained while performing disaster service under the same authority and guidelines as paid government employees. Injuries sustained should be reported immediately to the volunteer's supervisor who is responsible to advise the EOC Logistics Section, Personnel Branch and/or the Morgan Hill Human Resources Director.

4.6 LIABILITY CLAIMS

Any liability claims or actions filed against a DSW-volunteer will be immediately delivered to the City Attorney or the EOC Finance Section, Claims Branch.

4.7 ACTIVATION OF DSWs

During instances of activation of the EOC, pre-registered volunteers shall be available to assist in the disaster response based on their qualifications. These volunteers are expected to respond to notifications by phone or email, or to self-deploy, by reporting to the Mobilization Center in the Bus Yard.

Self-deploying DSWs will be considered on duty during their direct travel time to and from the Mobilization Center/Cache or other assigned worksite.

For other incidents, requests for DSWs will be announced via:

- Telephonic requests from the EOC, Police Dispatch, or OES
- Email announcement
- AlertSCC
- Announcements on the City's Public Service Television Channel-17 Cable
- Announcements over the Morgan Hill Community Access Television (MHAT) Channel-19 Cable
- Postings on the City's Web Site
- Social Media (OES Facebook, Morgan Hill CERT Facebook, Twitter)

4.8 EMPLOYEE EMERGENCY PREPAREDNESS TRAINING

All new employees are required to attend a training session on Emergency Preparedness within the initial first year of employment. The class includes SEMS/NIMS/ICS, personal and family preparedness, requirements of being a DSW, and contents of each employee's seventy two (72) hour emergency kit. All City employees and volunteers are expected to have an emergency kit containing the equipment that might reasonably be required during an activation.

Specialized Training is available for EOC Staff members and may include WebEOC, AlertSCC, EOC section, and position training, ICS and other advanced courses available through FEMA, Emergency Management Institute, and California Specialized Training Institute.

City employees may attend free CERT training or other programs offered by the City OES, American Red Cross, ARES, and other organizations involved in disaster preparedness. The OES will announce training schedules, dates, times and enrollment information as they become available.

SECTION 5: WEBEOC

The City of Morgan Hill utilizes a web-based system of information sharing and reporting. The WebEOC system is used to report emergency information to the Santa Clara County Operational Area (SCC OES).

WebEOC is an internet-based system that assists the Emergency Management Team in capturing and reporting resource status and requests, and also has standard formats for the various ICS forms in use. These forms can be called up online, filled out and submitted electronically.

SECTION 6: EMERGENCY PROCLAMATIONS

6.1 WHAT CONSTITUTES AN EMERGENCY?

The California Emergency Services Act § 8550 and SEMS defines an emergency as “conditions of disaster or of extreme peril to the safety of persons and property...” by natural or human causes. Environmental considerations are also a factor.

Morgan Hill Municipal Code (MHMC) § 2.44.020 defines emergency as “the actual or threatened existence of conditions of disaster or of extreme peril to the safety of persons and property within the city caused by such conditions as air pollution, fire, flood, storm, epidemic, riot or earthquake, or other conditions including conditions resulting from war or imminent threat of war, but other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the city, requiring the combined forces of other political subdivisions to combat.”

6.2 LOCAL EMERGENCIES

The City Council or the City Manager, or designee, may proclaim a Local Emergency in Morgan Hill when there is a threat to the safety of people and property within the City boundaries.

The proclamation of a Local Emergency provides legal authority for the Director of Emergency Services to:

- Request that the Governor proclaim a State of Emergency,
- Put forth orders and regulations to protect life and property, including emergency orders to command the aid of citizens in the community.
- Provide mutual aid to and for the people of the City.
- Require the services of any local official or employee.
- Requisition necessary personnel and material of any department or agency.
- Obtain vital supplies and equipment and, if there is an immediate need, to commandeer the same for public use.
- Impose penalties for violation of lawful orders.

Proclamations of a Local Emergency must be submitted for approval to the City Council by the City Manager and extended or cancelled after periodic reviews within specific timeframes (MHMC § 2.44.070).

SECTION 7: CONTINUITY OF GOVERNMENT

A major disaster could result in the death or injury of key government officials, the partial or complete destruction of established seats of government, and the destruction of public and private records essential to continued

operations of government. At all levels, government is responsible for providing continuity of effective leadership and authority and for the direction of emergency operations and management of recovery operations. It is essential that the County of Santa Clara and all the cities/towns and special districts within the county continue to function as government entities.

The California Government Code and other California laws provide the authority for state and local governments to reconstitute themselves in the event incumbents are unable to serve.

7.1 LINES OF SUCCESSION

The California Government Code permits the appointment of up to three (3) standby officers for each member of the governing body. This code also provides for the succession of officers who head departments responsible for maintaining law and order, or for furnishing public services relating to health and safety. The standby officers shall have the same authority and powers as the regular officers or department heads.

Additionally, procedures exist to assure continued functioning of political subdivisions in the event the governing bodies, including standby officers, are unavailable to serve.

The Line of Succession for Director of Emergency Services in Morgan Hill is as follows:

- Assistant City Manager
- Chief of Police
- City Engineer
- Director of Planning and Community Management
- Director of Administrative Services
- Director of Community Services

The Acting Director of Emergency Services shall serve until the Director is available or until a successor is appointed by the City Council.

Any questions as to the availability of the Director of Emergency Services shall be decided by the City Council or any remaining available members of said body.

7.2 RECONSTITUTION OF THE GOVERNING BODY

The California Government Code authorizes local governing bodies to convene, as soon as possible, whenever a State of Emergency or Local Emergency exists and at a place not necessarily within the political subdivision. The duties of a governing body during emergencies include ascertaining the damage to the jurisdiction and its personnel and property, reconstituting itself and any subdivisions, performing functions in preserving law and order, and furnishing local services

The California Government Code establishes a method for reconstituting the governing body. In the case that all members, including all standbys, be unavailable, temporary officers shall be appointed by the chair of the County Board of Supervisors, in which the political subdivision is located, by the Chair of the Board of Supervisors of any other county within one hundred and fifty (150) miles or by the Mayor of any City within one hundred and fifty (150) miles.

The City Government could be reconstituted at City Hall or at any of the alternate EOC locations.

7.3 PROTECTION OF VITAL RECORDS

In the City of Morgan Hill, the City Clerk's Office is responsible for the preservation and protection of vital records. Each department within the City shall identify, maintain, and protect its vital records. Vital records are defined as those records that are essential to the rights and interests of individuals, governments, corporations and other entities, including vital statistics, land and tax records, license registers, articles of incorporation, and historical information. Vital records also include those records essential for emergency response and recovery operations, including utility system maps, emergency supply and equipment locations, emergency operations plans and procedures, and personnel rosters.

These vital records will be essential to the reestablishment of normal government functions, protecting the rights and interests of government. These rights and interests may include the Constitutions, charters, statutes, ordinances, court records, official proceedings, and financial records of Morgan Hill.

Vital records of City of Morgan Hill are routinely stored in the City Clerk's Office, in the files of the various departments, and in off-site storage.

SECTION 8: MULTI-AGENCY / INTERAGENCY COORDINATION

Multi-agency or inter-agency coordination is the participation of agencies and disciplines involved at any level of the ICS/SEMS organization working together in a coordinated effort to facilitate decision-making for overall emergency response activities, including the sharing of critical resources, information and the prioritization of incidents. The Multi-Agency Coordination System (MACS) is a decision-making system used by member jurisdictions of the Santa Clara Operational Area to prioritize and coordinate resource allocation and response to multiple incidents affecting the Operational Area. MACS is usually implemented during a large-scale incident involving multiple agencies or jurisdictions.

Multi-agency or inter-agency coordination is important for:

- Establishing priorities for response
- Allocating critical resources
- Developing strategies for handling multi-agency response problems
- Sharing information
- Facilitating communications

8.1 MULTI-AGENCY OR INTERAGENCY COORDINATION IN THE EOC

Multi-agency or interagency coordination is an integral part of the functioning of the City's EOC. The EOC is staffed by representatives from City departments and agencies who work together at the EOC to coordinate the City's emergency response. Representatives from outside agencies including special districts, volunteer agencies and private organizations may also participate at the EOC with departmental representatives in coordinating the City's response efforts. Coordination with agencies not represented in the EOC may be accomplished through telecommunications, emails, or faxes.

SECTION 9: MUTUAL AID SYSTEM

The foundation of California's emergency planning and response is a statewide mutual aid system which is designed to ensure that adequate resources, facilities, and other support is provided to jurisdictions whenever

their own resources prove to be inadequate to cope with a given incident. The basis for the system is the California Master Mutual Aid Agreement, as provided in the California Emergency Services Act. It created a formal structure in which each jurisdiction retains control of its own personnel and facilities, but can give and receive help whenever it is needed. The state government is obligated to provide available resources to assist local jurisdictions in emergencies.

The statewide system includes several discipline-specific mutual aid systems, such as, but not limited to, fire and rescue, law, emergency managers, medical, and public works. The adoption of ICS/SEMS does not alter existing mutual aid systems. To further facilitate the mutual aid process, particularly during day-to-day emergencies involving public safety agencies, fire and rescue, and law enforcement mutual aid coordinators have been selected and function at the Operational Area, regional and state levels.

Incoming mutual aid resources may be received and processed at several types of facilities including: Incident Command Posts, staging areas, bases, camps, and mobilization centers. Units in staging areas are ready to be sent directly to the disaster site. Staging Areas are off-incident locations at which emergency response personnel and equipment are temporarily located pending assignment, release or reassignment.

During a proclaimed emergency, mutual aid will be coordinated by the Operational Area. The Santa Clara County EOC/Santa Clara Operational Area will coordinate mutual aid requests between the Operational Area member jurisdictions and the State OES Regional Emergency Operations Center (REOC).

9.1 MUTUAL AID AGREEMENTS/COUNTY-OP AREA COORDINATORS

The following depicts the statewide mutual aid agreements, some of which are still under development, in which the Santa Clara County/Santa Clara Operational Area is a participant:

- Medical Examiner/Coroner
- Disaster Medical/Health Mutual Aid
- Emergency Managers Mutual Aid Agreement
- Fire Mutual Aid
- Hazardous Materials Mutual Aid
- Law Enforcement Mutual Aid Agreement
- American Red Cross
- Mental Health Mutual Aid
- Public Works Mutual Aid Agreement
- Search and Rescue Mutual Aid
- Urban Search and Rescue Mutual Aid

Morgan Hill is located in Mutual Aid Region II. This Region is geographically the same as the Coastal OES Region. It is administered by the California Emergency Managers Association Regional Headquarters.

9.2 MUTUAL AID POLICIES AND PROCEDURES

Mutual aid resources will be provided and utilized in accordance with the California Master Mutual Aid Agreement and supporting separate agreements.

Due to the incompatibility of radio communications equipment between most agencies, local agencies should, where possible, provide incoming mutual aid forces with portable radios using local frequencies.

SECTION 10: HAZARD ANALYSIS

The City of Morgan Hill is a reasonably safe place to live and work. Natural threats to life and property include earthquakes, flooding, wildfires, environmental problems and landslides. Human-caused threats to life and property include aircraft crashes, hazardous materials incidents, utility interruptions, communicable diseases, terrorist acts, train derailments, and dam failure. For more information on Anderson Dam, see the Santa Clara Valley Water Districts "Emergency Action Plan for Anderson Dam".

10.1 SEISMIC HAZARDS

The City lies between the Calaveras Fault Zone to the east and the San Andreas Fault system to the west. The off-shore San Gregorio Fault Zone lies a few miles further west. At the western edge of the Diablo Mountain Range lies a segment of the Silver Creek Fault, three (3) Coyote Creek Thrust faults, a small horseshoe shaped, unnamed fault, and the Range Front Thrust Fault.

10.2 GEOLOGICAL HAZARDS

Landslides are a geological hazard in the foothills and low mountains of the City and adjacent area. Occurrences can range from rapid rock falls to slow soil and bedrock creep. Natural contributing causes include weak soil and rock over hillsides made steeper by rapid stream erosion, adverse geological structure, ground water levels, and high rainfall rates. Man-made causes include improper grading altering surface and sub-surface drainage, excessive irrigation, and removal of natural vegetation.

10.3 WILDFIRE HAZARDS

Wildfires can occur in Morgan Hill. Narrow ingress/egress routes can impede residents' escape. The access of first responders to favorable tactical positions to combat the fire's leading edges may also be limited. Failure of homeowners and tenants to trim back flammable decorative landscaping and failure to replace wood shake or shingle roofs with non-flammable roofs compound the dangers to property and lives of both residents and firefighters.

10.4 FLOODING

Watersheds in mountain ranges produce creeks, streams and rivulets in the City with continual flooding potential. Hillside soil composition contributes to saturation during the winter rainy season, particularly during the meteorological phenomenon known as El Nino. Elevated flows, higher stream velocity, and debris accumulation may occur in watercourses. Coyote Creek, located on the east side of the City, can threaten the developments west of Malaguerra Avenue-Cochrane Road. West Little Llagas Creek can inundate portions of the downtown business district as well as areas along Monterey Road between Cochrane Road and Watsonville Road.

Several dams in the area represent a threat to safety of people and property. The primary issues are covered in the Flood Emergency Guideline, the Evacuation Routes Appendix to the Emergency Guidelines.

SECTION 11: HAZARD MITIGATION

11.1 THE CASE FOR HAZARD MITIGATION

Every disaster can teach us valuable lessons about building construction, land use, and emergency response. Unfortunately, many of these lessons are soon forgotten and there is a tendency to return to poor construction, unsafe land use, and other short-sighted practices that add to the disaster's negative impact. For this reason, the federal and state governments require safe land use and construction practices as a condition of receiving federal disaster aid. Mitigation has been shown to significantly reduce emergency costs.

11.2 HAZARD MITIGATION ACTIONS

11.2.1 Avoid the Hazard

Avoiding a hazard usually involves restricting land use near the hazard area. This can be accomplished by:

11.2.2 Zoning

Zoning is usually a function of local government, except where state or federally-owned lands are exempt from local zoning laws. Other interests may propose zoning regulations, but only local government can adopt them. By mutual agreement, state or federal restrictions may be locally adopted and enforced.

Zoning can be useful, but its powers are limited. Therefore, zoning usually reflects, rather than dictates, current land use trends. Zoning is vulnerable to political pressure. This is particularly true if an area is very attractive for development and rarely experiences major disasters.

Zoning is generally best suited to restricting the use of smaller areas (such as very steep slopes) within larger areas, as opposed to restricting large areas (such as areas of potential earthquake shaking).

11.2.3 Purchase

The most reliable way to restrict the use of land is to buy the land outright. Although this can be expensive, costs must be weighed against the repercussions of future disasters. Lands purchased for hazard mitigation can often be used for parks, agriculture, or other constructive purposes. In Santa Clara County, the Open Space District is a public agency that buys open space for, among other reasons, hazard mitigation.

11.2.4 Improve Building Standards

Buildings in hazardous areas can often be made safe. This can be as simple as the addition of a fireproof roof or as extensive as demolishing the building. Building standards can be implemented for a variety of reasons.

11.2.4.1 Local Standards

Building codes are usually a function of local government, except where state or federal buildings are exempt from local codes. Codes can be strengthened for hazardous areas. Usually stronger codes are enforced only for new construction or remodeling, but some recent laws require hazard related inspections for existing buildings that are considered at risk. Inspections will produce knowledge of liability, which will motivate the owners to improve their buildings.

11.2.4.2 State Standards

For state-owned facilities and schools which are outside the jurisdiction of local governments, construction standards are adopted and enforced by the responsible state agency(s). In some cases, these standards may serve as models for local governments.

11.2.4.3 Federal Standards

A federal agency may require local or state governments to adopt and enforce certain hazard mitigation regulations as a condition for federal assistance or participation in federally assisted programs.

The Governor's Office and FEMA may be involved in establishing construction standards for hazard mitigation projects.

Federal law authorizes, as a condition of any disaster loan or grant, the recipient shall agree that any repair or construction to be financed by the loan or grant shall be in accordance with applicable standards of safety, decency and sanitation, in conformity with applicable codes, specifications, and standards.

As a further condition of any loan or grant made, the state or local government shall agree that the natural hazards in the areas in which the proceeds of the grants or loans are to be used shall be evaluated and appropriate action shall be taken to mitigate such hazards, including safe land use and construction practices.

11.2.4.4 Reduce the Hazard

The hazard itself can be reduced. This depends on the type of hazard, for example; double containment of a storage tank will reduce the hazard from the chemical inside, but an earthquake or a storm cannot be stopped.

The City may decide to expend its funds to reduce hazards. The City maintains its Local Hazard Mitigation Plan (LHMP), identifying hazards.

The LHMP can be found by visiting the Santa Clara County's OES website,
<https://www.sccgov.org/sites/oes/PlansPublications/Pages/LHMP.aspx>

SECTION 12: AFTER THE DISASTER

The Governor, with the federal government, may execute a Federal/State Agreement, which includes hazard mitigation measures.

12.1 LOCAL

The City's Authorized Representative, the City Manager, is responsible for local performance of hazard mitigation measures under the terms of a Federal/State Agreement. The City Manager, in coordination with the Governor's Authorized Representative, shall:

- Appoint a Local Hazard Mitigation Coordinator to work with the Federal/ State Hazard Mitigation Team.
 - Submit adequate assurance that required hazard mitigation measures have been taken or will be completed for any project application.
 - Implement and enforce land use regulations and safe construction practices which are agreed upon as conditions for FEMA grants or loans, to the extent of legal authority. Cities may request state or federal advice or assistance in taking these actions.
 - Provide evidence of compliance with conditions for any approved FEMA grants or loans as required by the Governor's Authorized Representative.
- Local Hazard Mitigation Coordinator
 - Working with the Federal/State Hazard Mitigation Team, the City's Hazard Mitigation Coordinator shall assess disaster damage within the local jurisdiction.
 - Arrange for local participation in the Federal/State Hazard Mitigation Team.

- Inform local officials and citizens about significant team activities, collect any local comments on these matters, and report them to the Hazard Mitigation Coordinator.
- Work with the Federal/State Hazard Team to review and update existing hazard mitigation plans, or in developing new hazard mitigation plans.

SECTION 13: RECOVERY OPERATIONS

A recovery operation refers to certain measures undertaken by the City both during and following a disaster. Effective recovery consists of a complex array of interdependent and coordinated actions which may include federal and state disaster relief efforts.

A successful recovery starts at the beginning of the incident. There is no clearly defined separation between the response and recovery efforts.

Recovery operations are divided into three (3) phases.

1. Short Term Recovery (Disaster impact to two (2) months) - The focus is on debris removal, building safety inspections, coordination of shelter services to victims, information on assistance programs, and providing basic emergency services (particularly public safety).
2. Mid-Term Recovery (Two (2) months to one (1) year) - The “rehabilitation” or reconstruction period between immediate response and long-term recovery.
3. Long Term Recovery (One (1) to ten (10) years and beyond) - Actions that will return the jurisdiction’s social and economic situation back to normal pre-disaster levels of service or improved levels.

13.1 SHORT TERM OBJECTIVES

- Protection of individual well-being and private/public property
- Family reunification
- Restoration of essential public services and public safety

13.2 MID TERM OBJECTIVES

- Restoration of infrastructure/physical recovery to pre-disaster levels
- Restoration of normal government operations

13.3 LONG TERM OBJECTIVES

- Permanent restoration of private and public property
- Economic, social, and institutional stabilization
- Assess needs for, and accomplish, hazard mitigation
- Update Emergency Plans based on lessons learned

13.4 DISASTER RECOVERY ASSISTANCE CENTERS

Joint Federal, State and Local Assistance Center (LAC) may be set up in affected areas.

These centers are staffed under the one-stop shopping concept by disaster relief agencies’ specialists, local officials, and representatives from private relief organizations.

Individual citizens and organizations desiring to donate money, food, clothing, and other goods or services to disaster victims may contact these LACs. Federal relief policy calls for cash donations to be given to private non-profit organizations involved in disaster relief services such as the American Red Cross, the Salvation Army, the Goodwill, or FBOs.

Additional information about Morgan Hill's LAC is contained in the Local Assistance Center Emergency Guideline.

13.5 RECOVERY PLANNING

As soon as the EOC is operational, recovery planning begins. The Advanced Planning Unit, under the Planning/Intelligence Section Coordinator, has primary responsibility for recovery planning. Recovery considerations will be reflected in the Incident Action Plans as the scope and approximate duration of the incident is identified. The City Recovery Plan will provide a road map for planning actions. Availability of funding will also dictate the exact steps in the recovery process.

13.6 RECOVERY FUNDING

13.6.1 Federal

Federal disaster assistance is available to communities which are covered by Presidential Proclamations. This assistance, provided under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, is coordinated through FEMA.

13.6.2 State

California's Emergency Management Agency coordinates disaster recovery and mitigation activities within California.

SECTION 14: PUBLIC EDUCATION – DISASTER PREPAREDNESS

If the general public knows what to do before, during and after a disaster, the impact of the disaster can be greatly reduced in saved lives and preserved property. Public education is largely a local function, although the state and federal governments make a variety of educational materials available.

The Morgan Hill OES routinely conducts or sponsors public education seminars on the subject of disaster preparedness and related topics.

The OES offers the "Map Your Neighborhood" program to assist neighborhoods in preparing for emergencies. In addition, it offers CERT training and opportunities for volunteering in a number of emergency response roles.

SECTION 15: APPROVALS, AUTHORITIES, AND REFERENCES

1. Morgan Hill City Council approval of this plan (pending after review and revision)
2. City of Morgan Hill Municipal Code, <https://www.morgan-hill.ca.gov/655/Municipal-Code>
3. State Laws
 - i) California Emergency Services Act, Chapter 7 of Division 1 of Title 2 of the Government Code
 - ii) California Code of Regulations (CCR) Title 19, Chapter 2, Subchapter 3, 2620 et seq.

- iii) CCR Title 21, Division 2
- iv) California Government Code 8607 (a)
- 4. Federal Laws and Mandates
 - i) Federal Disaster Relief Act of 1974 (PL 93-288)
 - ii) Federal Civil Defense Act of 1950 (PL 920)
 - iii) Public Law 84-99 (Emergency Flood Assistance),
http://www.mvp.usace.army.mil/Portals/57/docs/Operations%20Center/Emergency_Assistance_2011.pdf
 - iv) Homeland Security Presidential Directives 5,
<https://www.dhs.gov/sites/default/files/publications/Homeland%20Security%20Presidential%20Directive%205.pdf>
 - v) Homeland Security Presidential Directives 8, <https://www.dhs.gov/presidential-policy-directive-8-national-preparedness>
 - vi) National Incident Management System (NIMS) at the NIMS Integration Center,
<https://www.fema.gov/national-incident-management-system>
 - vii) Americans with Disabilities Act (ADA), 1990, <https://www.ada.gov/pubs/adastatute08.htm>
- 5. References
 - i) National Response Framework, <https://www.fema.gov/media-library/assets/documents/32230>
 - ii) NFPA 1600, <https://www.nfpa.org/codes-and-standards/all-codes-and-standards/list-of-codes-and-standards/detail?code=1600>
 - iii) Emergency Management Accreditation Program, <https://www.emap.org/>
 - iv) US Department of Homeland Security National Preparedness Goal, <https://www.dhs.gov/national-preparedness-goal>
 - v) FEMA National Exercise Plan, <https://www.fema.gov/national-exercise-program>
 - vi) A Guide To the Disaster Declaration Process and Federal Disaster Assistance,
https://www.fema.gov/pdf/rrr/dec_proc.pdf
 - vii) California Constitution,
<http://leginfo.ca.gov/faces/codesTOCSelected.xhtml?tocCode=CONS&tocTitle=+California+Constitution+-+CONS>
 - viii) California Fire Service and Rescue Emergency Mutual Aid System – Mutual Aid Plan,
[http://www.oes.ca.gov/Operational/OESHome.nsf/PDF/California%20Master%20Mutual%20Aid%20Agreement/\\$file/CAMasterMutAid.pdg](http://www.oes.ca.gov/Operational/OESHome.nsf/PDF/California%20Master%20Mutual%20Aid%20Agreement/$file/CAMasterMutAid.pdg)
 - ix) California Emergency Plan, <http://www.caloes.ca.gov/FireRescueSite/Documents/CalOES%20-%20Fire%20and%20Rescue%20-%20Mutual%20Aid%20Plan%20-%2020141201.pdf>



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Edith Ramirez, Economic Development Director
APPROVED BY: City Manager

ECONOMIC DEVELOPMENT UPDATE AND AGREEMENTS WITH THE SILICON VALLEY BUSINESS JOURNAL AND ANTICS ONLINE, INC.

RECOMMENDATION(S)

1. Receive an update on Economic Blueprint activities;
2. Authorize the City Manager to approve a not to exceed \$55,000 purchase order agreement for marketing with the Silicon Valley Business Journal; and
3. Direct the City Manager to negotiate and execute an agreement with Antics Online not to exceed \$65,000 for the development of an Economic Development website.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Supporting Our Youth
Seniors
and Entire Community

2017 Strategic Priorities

Telecommunications

REPORT NARRATIVE:

In April 2017 the City Council unanimously adopted the 2017 Morgan Hill Economic Blueprint; an economic development strategy intended to foster economic growth by attracting investment, development, and jobs that will ensure fiscal sustainability and vitality for the community. The Economic Blueprint is the result of an extensive community engagement effort with residents, businesses, community-based organizations, community leaders from various industries (*thought leaders*), industry leaders from outside of Morgan Hill (*pathfinders*) and economic development professionals (*peer reviewers*). The Economic Blueprint is designed to guide land use, policy development, and budget decisions.

The Economic Blueprint identifies four industries that are key to Morgan Hill's future growth and further fiscal sustainability. The four key industries are:

1. **Innovation and Advanced Manufacturing** -- *Grow existing companies, attract new industry and grow professional jobs.*
2. **Retail** -- *Grow retail offerings and strengthen commercial nodes.*
3. **Tourism** -- *Grow leisure, agriculture, wine country & recreational tourism.*
4. **Health Care** -- *Grow and foster the medical service and diagnostics industry by attracting services and facilities.*

By articulating clear intentions with these industries, and developing implementation strategies, the City and its economic development partners (*Chamber of Commerce, Downtown Association, developers, brokers, service providers, and many others*) can speak with one voice and be better positioned to attract investment. The document identifies an ambitious and detailed plan with comprehensive benchmarks intended to remove unnecessary barriers and create business-friendly processes and policies to be competitive by providing the best city permitting process for these industries that any city can offer. This intentional effort will help Morgan Hill attract jobs and investments that will enhance the community's quality of life in return.

The Economic Blueprint identifies four key industries, 13 key strategies, and 35 specific action items to be completed in the next three to five-years. Because the Zoning Code is one of the primary tools used by cities to directly influence development, the Economic Blueprint relies heavily on the Zoning Code to support the key industries. Following the approval of the Economic Blueprint, Economic Development staff immediately focused on aligning the Zoning Code Update with the goals of the Economic Blueprint. To do so, staff elicited the help of a land use/zoning expert to develop best practices and provide recommendations regarding how to treat the four industries and associated uses. On November 28th, 2017, the Planning Commission held a workshop on the Draft Zoning Code to identify opportunities for better alignment with the Economic Blueprint. The Planning Commission endorsed a streamlined permitting process for 14 uses in the appropriate areas. The Zoning Code Update is near completion after the joint Planning Commission and City Council workshop, and final approval hearings will take place Spring 2018. Updating the Zoning Code is a major milestone and perhaps one of the most significant accomplishments of the Economic Blueprint as the Zoning Code influences approximately 45% of the action items outlined in the Economic Blueprint. With the adoption of the Zoning Code, the City is now poised to market the opportunity: a clear vision that is backed by the Zoning Code, providing clear direction to businesses, brokers and investors interested in Morgan Hill.

The next focus for the Economic Blueprint work program is to educate business investors about the opportunity Morgan Hill offers for investment. The Economic Blueprint specifically identifies marketing and promotions with five different actions:

Innovation/Advanced Manufacturing, action #10	market the Economic Blueprint vision, process and incentives to attract industry-specific development
Retail, action #20	support downtown development by encouraging housing and office development
Tourism, action #29	collaborate with regional partners to enhance branding, marketing and promotions of regional assets
Tourism, action #30	target retail attraction towards sports recreation, entertainment, boutique and food retailers

Healthcare, action #35

create and implement a targeted marketing campaign

Morgan Hill has made great strides with the success of the redevelopment of Downtown. With over \$100 million of new public and private investment and great anchor tenants such as the upcoming Granada Boutique Hotel, the new Granada Theatre, restaurants, mixed use projects and public parks, Downtown Morgan Hill is now being viewed as the next great Downtown in Silicon Valley. Morgan Hill has the opportunity to build upon recent successes and with the help of the Economic Blueprint and backing of the Zoning Code, create the same “buzz” for the attraction of jobs, industry, healthcare, retail, and tourism.

Advertising Campaign with the Silicon Valley Business Journal

Staff is developing a campaign to promote the goals of the Economic Blueprint and articulate the “value proposition” which exists around the identified four key industries. This campaign will promote Morgan Hill’s clear vision for development, articulate key development sites, and highlight the assets this desirable community offers. The ‘audience’ for the marketing campaign are Silicon Valley companies, growing Morgan Hill businesses, local and regional brokers, developers and investors. A critical vehicle to reach this audience is the Silicon Valley Business Journal, the leading real estate news source in Silicon Valley that is often the reference cited by national media regarding top real estate, investment, and industry news. The readership of the Business Journal includes corporate-level executives, developers, brokers, and other business professionals. With several mixers, award ceremonies, and business lists, the Business Journal appeals to a wide range of business professionals.

As an action requested of this report, the City Council is being asked to direct the City Manager to approve a purchase order for \$55,000 with the Silicon Valley Business Journal through 2018, with key placement in “content appropriate” issues. The proposed marketing campaign will provide needed visibility for the Morgan Hill message and promote key opportunities. To elevate this effort, the campaign will include collaboration with property owners/developers of industrial properties such as DivcoWest and Toeniskoetter Properties to jointly promote their real estate assets. Staff is working with the developers to arrange a partnership of \$5,000 to \$10,000 contribution to purchase advertorial space in the locations and issues the City has reserved and negotiated as part of the purchase order agreement. This is a collaboration which provides the developers an opportunity to take advantage of the discounted pricing the City has secured, while the City’s campaign benefits from the added visibility and specific development opportunities offered by local, highly visible development partners.

The City of Morgan Hill has negotiated an advertorial campaign regularly valued at \$100,000 to have 28 targeted ads placed in 16 different Silicon Valley Business Journal issues throughout the year for approximately half of the cost. The purchase order with the Silicon Valley Business Journal will augment the Economic Blueprint work program implementation and specifically responds to action items #10, #20 #29, #30, and #35.

Agreement with Antics Online, Inc for the Development of a new Economic Development website

Given the ubiquity of smart phones and access to the internet, having a web presence that communicates the City of Morgan Hill's value proposition while providing access to information and tools for existing and new businesses is critical in today's information age. The structure and vastness of the City's website, which is built to provide access to many different services and audiences, makes it challenging to clearly and succinctly articulate the economic development message in the most effective and efficient way. Economic Development currently has 53 pages of content within the City website. Information is generally categorized into project pages and department pages and thus can be difficult for business users to navigate. As described earlier, the community engagement process used to develop the Economic Blueprint highlighted a need to communicate simply and amplify the four key industries as well promote the opportunity for business investment in Morgan Hill. Therefore, on May 19, 2017, City Council approved funding the implementation of the Economic Blueprint as part of the Mid-year budget cycle workshop. \$200,000 was identified for a range of initiatives and work program efforts which included a new Economic Development website. The new Economic Development website supports the marketing and branding related to actions listed earlier in this report.

A Request for Qualifications with Business Terms (RFQBT) was issued on October 9, 2017, seeking expertise to develop an Economic Development specific website. The RFQBT was posted as a bid opportunity on the City's website. The RFQBT closed on November 10, 2017. The City received 37 responses. An internal City panel reviewed and rated all responses on past project experiences, firm experience, and cost. The ten responses with the highest scores were then further reduced to five based upon technical requirements. The remaining top five firms were invited to interview with a panel comprised of individuals from the City and members of the Chamber of Commerce. The panel identified Antics Online (Antics) as the preferred vendor that can best complete the job. Antics has extensive experience working with technology companies in Silicon Valley and understands how to create marketing and branding strategies that resonate with the audience the website intends to target.

Antics is a 20-year old digital web solutions company located in San Carlos, California. Staff recommends the Council authorize the City Manager to negotiate and execute a contract with Antics Online for the deployment of an economic development website in an amount not to exceed \$65,000. It is anticipated the new Economic Development website will launch in June 2018.

Update on Economic Blueprint Activities

In addition to aligning the Zoning Code with the Economic Blueprint (action items #4, #6, #8, #15, #17, #18, #22, #25, #27, #32, and #33), and developing and executing a marketing campaign (action items #10, #20, #29, #33, and #35) several additional action items were advanced or completed. Below is a progress update on these items:

Innovation/Advanced Manufacturing, Action #3: Create a Telecommunications Masterplan to improve access to fiber.

In 2016-17 a Telecommunications Study was prepared which identified poor levels of service in the community. Subsequently, ways to improve access to fiber and telecommunications infrastructure in Morgan Hill were identified. Some of the key activities included:

- Explored public private partnerships models with Spectrum and Wave Broadband to implement a pilot program supporting an industrial park
- Supported a grant opportunity from National Science Foundation in partnership with Joint Venture Silicon Valley Community Broadband initiative to support local fiber to the home
- Drafted opposition language for SB 649 to deploy small cells
- Participated in Joint Venture's smart cities initiative working to foster a pilot deployment project in Morgan Hill
- Adopted scoring criteria for incorporation into the RDCS manual to help create smart homes in Morgan Hill

The 2018 workplan contains actions to advance Telecommunications in a multi-pronged approach that includes 1) short term actions that the City can influence through policy, 2) longer term actions requiring collaboration and dialog with service providers, and 3) investment in infrastructure through the City's capital improvement program. Specific action items will include:

- Inventory and create a conduit map of all available City conduit
- Issue a Request for Proposals for Fiber Network infrastructure for City of Morgan Hill facilities
- Host workshops (Community meetings) on telecommunications
 - A. Public Private Partnerships models - lessons learned
 - B. Dig Once Policies and their success
- Consider a "Dig Once" Ordinance for future Council consideration

Innovation/Advanced Manufacturing, Action #5: Explore incentive programs to attract industry-specific development.

On June 21, 2017, the City Council approved two economic development incentive programs. The first program was a Development Impact Fee Freeze program and the second program was a Use Tax Incentive Program. Both programs provide incentives for business to invest in equipment and infrastructure in the City of Morgan Hill.

The Development Impact Fee Freeze program locks in impact fees for commercial and industrial projects that are constructing new projects. Given that Impact Fees adjust annually, this allows developers to estimate impact fees over multiple calendar years. Given that the cost of development and impact fees are most often referenced as a barrier to new development, providing certainty about the cost should help motivate developers to move forward with development now rather than in the future. The City is expected to see a return on investment within five years of completed construction in the form of new general fund revenues.

The Use Tax Incentive Program is designed to ensure the City receives its full allocation of sales tax associated with new equipment and fixtures purchased for consumption and use in Morgan Hill. In return, companies that participate in identifying and allocating use tax to Morgan Hill will be rebated at a minimum 20% of the use tax collected by the City from their efforts.

Staff has been promoting these programs through individual meetings and visits with companies and developers. A handful of developers that are interested in the programs and are actively considering advancing development plans to meet the short window of the program. At the February 21st Council meeting, staff will bring forward an amendment to the Development Impact Fee Freeze program to correct the administrative function of the agreement used for the program. Two projects are currently negotiating Impact Fee Freeze Incentive agreements, with proposals expected to require City Council action in the Spring.

Innovation/Advanced Manufacturing, Action #7: Complete the Monterey Flex-Zoning Update and Optimize Development Opportunity.

Economic Development staff have also been actively engaged in the Monterey Corridor Study/Mixed Use Flex Zoning and assisted with the preparation of a retail analysis that will support recommendations to require and/or allow (stand alone or as part of a mixed-use project) retail along the corridor. The retail analysis has been completed and vetted by retail experts and is being prepared for presentation to the Planning Commission in February. A panel conversation of retail experts discussing the market and the opportunity of the Monterey Corridor was also held. While the retail and commercial development capacity analysis of the Monterey Corridor study is nearly done, there are greater issues associated with the Flex-Zoning Update that will address more than retail capacity including urban design elements that affect housing, the location and type of housing along the corridor, walkability, bikability and livability of the corridor. Planning is leading this part of the effort.

Innovation/Advanced Manufacturing, Action #9: Deploy Open-Counter Online Business Ombudsman Platform.

On May 3, 2017 City Council approved a contract with Open-Counter to provide on-line counter services for businesses interested in opening a business in Morgan Hill. Using Open Counter, businesses can, in the comfort of their home/office, learn about zoning regulations and fees. The Open-Counter platform is completed and live. An opportunity for an “open-counter” station in the lobby of City Hall and a launch celebration are being explored. Additionally, when the new Zoning Code goes into effect in Spring 2018, work will deploy to update the Open-Counter platform with the new zoning information.

Retail, Action #13: Develop a Retail Concentration Strategy

Since the inception of the General Plan Update, Morgan Hill has heard from retail experts that Morgan Hill is over retailled. The intent of this action item is to develop a strategy about where retail should be required to strengthen retail nodes. As stated

earlier, staff has been actively involved in understanding the retail and commercial development opportunity based on many influencing factors such as market, available space, current and future population, demographics and spending patterns. The data work is complete. Staff will now work with a retail expert to evaluate current and future commercial development opportunities and develop a strategy that supports the most viable commercial sites for retail use. This work is part of the 2018 work program.

Retail, Action #14: Continually revisit retail industry trends and requirements

Economic Development staff has been very active with the International Council of Shopping Centers (ICSC), the retail industry leader. Staff has been attending and participating in regional conferences and retail panels, including leading a regional conference on retail, placemaking, transportation, and other land use issues with partners such as ICSC, SPUR, SVEDA and ULI. Most recently, a local retail panel conversation was hosted to better understand retail trends as they relate to Morgan Hill specific opportunities. Through these conversations, recommendations for the Zoning Code were made that will make it be more supportive of today's retail trends. However, with the changing landscape of retail (2017 had more retail closures than 2008, the height of the recession, additionally, more than 50% of malls and large format retailers are expected to close in the next five years), this will be an ongoing task in the Economic Development work program.

Retail, Support Downtown Development, Action #19, Identify Parking Management Strategies

Parking management strategies have been identified in the 2016/17 Downtown Parking Management Plan with reinforcement of additional strategies provided by the recently accepted Station Area Master Plan (SAMP).

Retail, Support Downtown Development, Action #22, Terminate Administrative Permit Process for Morgan Hill Plaza Shopping Center

The Morgan Hill Downtown Specific Plan and the General Plan 2035 envision the redevelopment of the Morgan Hill Plaza Shopping Center, located at the southwest corner of Dunne Avenue and Monterey Road as a mixed-use project with retail fronting Monterey and housing in the balance of the center. Over ten years ago, to 'encourage' transition of the center, the City imposed an Administrative Permitting process on retail businesses locating in this shopping center. This means that new businesses must pay extra money and go through an additional layer of permitting just to locate in this center. This resulted in higher vacancies in the center and a disincentive for the owner to renovate their shopping center. Ten years later we have learned that this strategy was ineffective and penalized small businesses, created higher vacancies and disinvestment. The new Zoning Code Update will remove this added administrative permitting process.

Tourism, enhance facility utilization and grow sports/recreation facilities,

action #23: upgrade the Outdoor Sports Center & Aquatics Center and action #24: develop a financing plan to construct and operate new sports/recreation facilities.

The City's sports/recreation facilities are part of the economic ecosystem and contribute to the fiscal health of the city by attracting events and visitors. Maintaining these facilities so that they continue to be competitive in the region is an expensive proposition. The City's Facilities Master Plan suggests that over \$1 million is needed to fully replace the fields, for example. To upgrade the sports/recreation facilities such as the Outdoor Sports Center (OSC) and the Aquatics Center, the City is examining multiple efforts, including public-private partnerships for the management, operations, and development of facilities as well as increasing Transient Occupancy Tax (TOT) revenues to finance these improvements (as suggested in action #28). This can be done by working with the hoteliers to create a new assessment or by increasing the TOT by ballot initiative.

The Council recently made some investments at the Outdoor Sports Center (OSC) to upgrade the fields. Community Services will present formal recommendations for the OSC management in April 2018.

Tourism, action #28: work with hotels to develop a Tourism Base Improvement District (TBID) to help finance capital improvements to sports recreation facilities and promote and market the region.

Regular meetings are being held with Morgan Hill hoteliers to advance a TBID. There seems to be consensus around the need and desire to create a TBID/destination management organization. Staff has contracted with Civitas, the leading consulting firm for implementing tourism-based improvement districts in California, to establish a TBID. Currently, staff and the hotels are reviewing a draft District Management Plan that suggests an added 2% assessment on hotel revenue. This could represent as much as \$540,000 in new revenue to help with promotions and marketing of which 11% (or approximately \$60,000) could be dedicated to sports/recreation enhancements according to the draft District Management Plan. However, it is important to note that the TBID management group would ultimately control the way these funds are spent. The current schedule calls for an expedited process to bring forward a petition and necessary public hearings in early spring. Recent conversations with the hotels suggest there is enough support (50%+1) for the 2% increase. However, some hotels are lobbying for a lower percentage. If the TBID does not pass, staff will bring forward a recommendation for a ballot measure to increase the City's Transient Occupancy Tax (TOT).

Tourism, action #29: collaborate with regional partners to enhance branding, marketing and promotions of regional assets.

The Santa Clara County Wineries Association, the Chamber of Commerce, the Downtown Association, and the City are working together to identify better ways to promote the tourism assets of Morgan Hill. Additionally, staff is collaborating with the

San Jose Sports Authority to partner on regional promotions. This effort has paid off with San Jose offering Morgan Hill the opportunity to co-host the Amgen Tour of California Time Trial race. The Amgen Tour of California is the most prestigious cycling race in the US and one of the most watched races in the world. The race attracts the best cycling racers in the world and is viewed in over 190 countries. Morgan Hill will have the opportunity to host the start and finish as well as a lifestyle festival in Downtown for a reduced financial exposure thanks to the partnership with San Jose. This event will provide an opportunity for Morgan Hill to share an international stage and promote and market the community and the region for tourism and for future sporting events. This action item is, however, an ongoing effort beyond the Amgen Tour.

In addition to these accomplishments, Economic Development staff continues to support businesses through development facilitation, acting as liaisons with other departments. Morgan Hill continues to support the efforts around High Speed Rail and other transportation issues and conversations with Caltrain and VTA.

To summarize, key efforts for the economic development team for 2018 include:

- Improving access to fiber and telecommunications infrastructure
- Advancing Council's goals regarding High Speed Rail (HSR)
- Helping complete the Monterey Corridor Flex-Use Zoning to optimize development opportunities in the corridor
- Deploying a new economic development website
- Implementing a marketing campaign to promote the Economic Blueprint's vision and opportunities within the four key industries
- Supporting the Amgen Tour of California Time Trial race
- Establishing of a TBID and/or TOT Ballot Measure
- Developing an Employment Land Preservation Policy
- Developing a Retail Concentration Policy
- Developing a Freeway Signage Program to enhance development opportunity for freeway sites, and support commercial, hotel and auto dealer development opportunities
- Creating Zoning Overlays for auto dealers and hotels
- Implementing a Downtown Newsrack Consolidation Program

COMMUNITY ENGAGEMENT: Collaborate

The implementation of the Economic Blueprint and associated work items and strategies require extensive collaboration with various teammates within City Hall as well as outside stakeholders and constituents. For example, public meetings associated with the Zoning Code Update process and retail vetting were collaborative efforts with the Downtown Association, Chamber of Commerce, other local jurisdictions, and the community at large. As described earlier, the work program for the development of the Tourism Based Improvement District has also engaged members of the Chamber, Outdoor Sports Complex, and Hoteliers.

Regarding the work involved with a new Economic Development website, the City's Economic Development Team met with members of the Chamber of Commerce in Fall 2017 to discuss and refine what the key elements of a new economic development website are or should be. From that engagement, a Request for Qualifications was drafted with that input and feedback from the Chamber included. The Request for Qualifications was issued in October 2017 and evaluations of the RFQs were conducted in December 2017. Members from the Chamber of Commerce participated in the review and assessment of responses providing valuable feedback and insight in identifying a selected proposer.

ALTERNATIVE ACTIONS:

The City Council could choose to not direct the City Manager to negotiate and execute a purchase order agreement with the Silicon Valley Business Journal. The City Council could choose to provide alternative direction on marketing of the Economic Blueprint and associated work program elements.

Regarding the contract for website services, the City of Morgan Hill did receive 37 responses to the Request for Qualifications with Business Terms (RFQBT). The large number of responses received reflected a very broad range of firms with vastly different experiences, skills, and associated costs. After several rounds of review, Antics Online was determined to have the experience and design approach that most closely aligned with the RFQBT. City Council could direct the City Manager to negotiate with another agency that responded to the RFQBT.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

City Council adopted the Economic Blueprint on April 19, 2017.

On May 3, 2017 City Council approved a contract with Open-Counter to provide on-line counter services for businesses interested in opening.

On May 19, 2017, City Council approved funding the implementation of the Economic Blueprint as part the Mid-year budget cycle workshop to support a range of initiatives and work program efforts.

On June 21, 2017, City Council approved two economic development incentive programs to support developers and companies investing in infrastructure and equipment in the City of Morgan Hill. The first program was a Development Impact Fee Freeze program and the second program was a Use Tax incentive program.

On July 21, City Council received an update regarding telecommunications activities undertaken during the Spring and early summer.

On November 28, 2017, the Planning Commission held a workshop on the Draft Zoning Code in which they identified opportunities for better alignment with the Economic Blueprint.

On January 17, 2018, the Planning Commission and City Council held a joint workshop to review the Draft Zoning Code.

FISCAL AND RESOURCE IMPACT:

On May 19, 2017, as part of the Mid-year budget cycle workshop, the City Council approved \$200,000 for a range of initiatives and work program efforts for the implementation of the Economic Blueprint. Costs associated with the purchase order with the Silicon Valley Business Journal and proposed contract with Antics Online is included in the Fiscal Year 2017-18 Economic Development Fund Budget (010.2100.42417).

CEQA (California Environmental Quality Act):

Not a Project: The creation of governmental funding mechanisms or other government fiscal activities that do not involve any commitment to any specific project that may result in physical environmental impacts is not a project under CEQA.



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Rebecca Garcia, Housing Manager

APPROVED BY: City Manager

2018 HOUSING PROGRAM UPDATE

RECOMMENDATION(S)

1. Receive update on Below Market Rate (BMR) Program and process, including annual certification of rental and ownership units, vacancy report, and the Housing Work Program;
2. Receive update on Homelessness activities; Support joint efforts of Morgan Hill, Gilroy, and the County to establish permanently assigned case managers and related services for South Santa Clara County;
3. Receive update and summary on 15 New CA Housing Laws effective January 1, 2018; and
4. Direct staff to return with additional information or take steps to prepare recommended actions or preparation of policy documents to achieve greater affordable housing accountability/production.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Supporting Our Youth

Seniors

and Entire Community

Preserving and Cultivating Public Trust

2017 Strategic Priorities

Regional Initiatives

REPORT NARRATIVE:

Morgan Hill's primary housing mission is to continue the City's legacy to improve, preserve, and create safe, quality, rental and ownership housing in Morgan Hill for residents at all income levels. During the February 7, 2018 City Council meeting, the Housing Team will provide an update to the City's Below Market Rate (BMR) Ownership Program in response to questions raised in December 2017 by the BMR homeowners, and on the City's Housing Program including rental units, vacancy and new housing legislation impacts. This report is organized in the following order:

- 1) Below Market Rate (BMR) Ownership Program Update and Certification Report
- 2) BMR Monitoring Rental Report
- 3) Affordable Apartment Vacancy Survey Report
- 4) Homeless Report
- 5) Upcoming Housing Work Program
- 6) 2017 Housing Reform Legislative Session Update

1) Below Market Rate (BMR) Ownership Program Update

Following the sudden dissolution of the City's previous BMR Administrator, Neighborhood Housing Services of Silicon Valley (NHSSV), on July 15, 2015, the City Council adopted a transition plan, which included contracting with Nyanda and Associates, LLC, A California Limited Liability Company d/b/a HouseKeys, to provide the continued administration of the BMR Program (Program). While we are continuing to fine tune implementation, the BMR expertise that HouseKeys provides has created an invaluable partnership.

The BMR portfolio has a total of 509 owner occupied units, with 30 new construction units in the pipeline in 2018. The Program continues to require additional focus on asset management, education, monitoring, and compliance to maintain integrity and guarantee sustainability of the Program. With a 40-year program that has over 500 BMR properties spread out in over 76 subdivisions, Morgan Hill has one of the region's oldest, largest, and most active affordable ownership housing portfolios. Please see attached for a "BMR Program by the Numbers" report.

BMR Ownership Program Certification Report

One of the responsibilities of the BMR Ownership Program is to monitor the integrity of the affordable ownership supply previously administered by the Morgan Hill Redevelopment Agency (RDA). The City has an obligation to verify that the homes are being used in a manner consistent with their recorded Covenants and Restrictions. HouseKeys, with the approval of the City's Housing Manager, mailed out 509 monitoring letters to BMR homeowners in August 2017 to request that they provide information and acknowledge that they are occupying the home. The letters were also used as a tool to gather information to help staff gather information about the makeup of the owners and the current resident landscape. If the homeowner chose to not return the letter, the administrator, HouseKeys, began employing a combination of other research means to verify owner occupancy and the status of the unit. At this time, HouseKeys is continuing to conduct further analysis to determine if there are individual violations of affordable housing covenants.

Initial monitoring letters were sent on August 28, 2017, and second letters were mailed out on October 20, 2017 to BMR homeowners who had not responded. Eight homeowner education workshops were scheduled to provide additional opportunities for BMR homeowners to obtain information and ask questions about their resale restrictions. BMR homeowners were mailed a postcard notifying them of the eight workshop opportunities. Although monitoring efforts are conducted to ensure that the BMR homes are "owner occupied," and to verify the financial status of the unit, historically letters have gone out only intermittently. The demise of the RDA and then NHSSV contributed to the intermittent level of information being disseminated over the years.

While the monitoring letters were intended to serve as a tool for verifying occupancy, the letters requested additional information to help the City gain additional insight into the BMR Program. The information will be used to shape policy discussions regarding

affordable housing. It was recently brought to staff's attention by several of the BMR homeowners that the information being requested on the monitoring letter did not clearly state whether it was optional or voluntary. Moving forward, future monitoring will clearly delineate between what information is required such as, *owner occupancy* status versus optional data collection information, such as *current income*.

The BMR program is a partnership between the homeowner and the City and the goal is to ensure a positive outcome for everyone that is in alignment with the recorded use restriction agreements. More now than ever, as the housing crisis remains a pressure point, cities need to protect their affordable housing assets. Monitoring efforts are necessary to protect the integrity of the Program, and to ensure the intent of the Program is met so that families of varying income levels are provided housing opportunities in the community. When a BMR resale home is available, it is sold to the next income qualified family; thus, the 45-year deed restriction clock begins again, and the City continues to maximize the affordable opportunities that any one home can provide.

Additionally, some of the BMR and sweat equity homeowners expressed questions regarding "transferring of a BMR home," "is it permitted?" and "Can a family member inherit the home and/or affordable opportunity that was afforded to them?" There are several ways in which the subject of transfers is addressed in the legal agreements, including 1) *Transfers by Refinance*, 2) *Transfers by Sale*, 3) *Transfers through Family Changes (e.g. Marriage or Divorce)*, and 4) *Transfers by Inheritance*. It is important to note that not all agreements are the same. They vary depending upon their age, the funding sources for the units, and changing requirements under the law over the past 40 years, including the term of the covenants, from 25, 35, 45, or 55 years. Therefore, it is always essential to review each agreement for every home to verify permitted transfer language.

When addressing the topic of transfers, there is not any one solution or a simple answer. There are at least 76 subdivisions that are included in Morgan Hill's BMR ownership portfolio. Approximately 20 subdivisions have used a resale restriction agreement that is similar to the current template, but the other 50-plus have individually crafted legal agreements with varying restrictive covenant language. In two cases, residents of the same subdivision have separate agreements, one for sweat equity and one with down payment assistance. Staff will continue to work closely with HouseKeys to create general program guidelines for each "transfer" that is in alignment with the original agreement and take into consideration the compliance status of the City's BMR applicant. Collectively, the City will continue to work with each individual homeowner to identify the form of agreement language used in order to determine whether a transfer is allowed. Homes illegally rented and not owner occupied would not be allowed to transfer in any situation. Homes which have been leveraged through unauthorized loans, jeopardizing the unit's affordability, are also not transferrable. Homes that have not yet met their affordability term generally get resold to the program to be conveyed to another affordable owner when the unit is no longer occupied by the BMR owner. Current restrictions prohibit units from being transferred to an owner, including a family

member, who earns above restricted income and able to purchase a home at market rate and is not in need of affordable housing.

2) BMR Monitoring Rental Report

There are 1,166 deed restricted and affordable rental units in Morgan Hill. The traditional larger affordable apartment complexes are managed by individual property management companies, who are required to regularly verify income of tenants. For the purposes of this report, BMR rental units are defined as the affordable units that were developed as mixed income projects through the Residential Development Control System (RDACS). Currently the City's BMR Rental portfolio consists of 38 units obtained through the RDACS process. The rental properties include a mixture of single family dwellings, duplex and tri-plex units, and apartment units. These units are deed restricted from 20 to 60 years depending on the deed restriction; 7 of the units will age out of restrictions and become market units by April 3, 2018. These units serve the lower income population between 50% to 80% of the AMI (average median income) of Santa Clara County. In December 2017, staff began the process of re-certification of the BMR rental portfolio. The re-certification process confirms that the units are being rented out at the income levels in compliance with their agreement, and that they are charging the appropriate rent amount. Staff will continue to contact the landlords/owners to follow up regarding their re-certification process. The status of the monitoring effort consists of 15 out of 38 re-certification packets returned from landlords or owners, one vacancy, and one landlord requesting clarification on the deed restrictions. Staff will continue to work with the landlords or owners to facilitate response and compliance.

3) Affordable Apartment Vacancy Survey Report

Staff conducted a vacancy survey of the 1,166 current affordable apartment rentals in affordable housing projects in April 2017, at which time the City's vacancy rate was 3.36%. Subsequently, a survey was conducted in December 2017, at which time there was a 4.88% vacancy rate. Staff called each project and as of January 30, 2018, there are no vacancies.

4) Homeless Report

Recent Housing Accomplishments

The Housing team continues to proactively create and preserve affordability in the City through a variety of programs that seek to serve all income backgrounds from extremely low income to moderate income housing. Some of the past year's accomplishments include leveraging County and City dollars to bring new programs and projects to fruition. These include the Homeless Safe Parking program, the upcoming Urban Housing Communities (UHC) 39-unit project that recently secured \$5.8 million in Measure A funds, the onboarding of County outreach workers serving homeless in the City and South County, and early conversations with the City of Gilroy and other South County partners to identify South County opportunities that have the ability to meet the City's housing and service needs.

Homeless and Development Activity Update

Addressing homelessness with effective strategies to reduce the number of individuals and families without a home is a complex issue that requires regional collaboration and

a long-term focus. The County of Santa Clara released the 2017 Santa Clara County Homeless Census and Survey Report. As a whole, the County of Santa Clara saw a 13% increase in the number of people experiencing homelessness, with 7,394 counted in 2017. The 2017 report concluded that the City of Morgan Hill's Homeless Count increased by 380%, up from 81 people in 2015 to 388 people today. The 2017 Report is just one tool for assessing and understanding homelessness in our community; it is a snapshot. The cause of homelessness and the solution to end homelessness is different for every household. The Housing Team embraces working as a strong, supportive regional partner with those working countywide, while remaining sensitive to the uniqueness of the City and those homeless and affordable housing strategies which have been most successful in Morgan Hill. Ultimately, the goal is to work together to bring forward and implement housing policy and programs so that everyone can be successful.

Because there are fewer resources, services, and case managers in South County to resolve individual homeless situations, when an individual or family becomes homeless it may take longer to remove the barriers that are preventing them from being housed, coupled with the fact that there are limited vacancies/opportunities. It is also possible that some families may initially be less visible in South County, as they park in rural areas that are more remote and less likely to be discovered.

Finally, homelessness is an administrative and maintenance cost to the City, increasing demand from housing, public safety, and streets/utilities personnel. Recent clean up of an encampment placed on public property cost upwards of \$25,000.

Homeless Efforts

- In November 2016, Santa Clara County voters approved a \$950 million bond (Measure A) which will fund the development of 4,800 extremely low-income (ELI) housing units throughout the County serving the homeless. It is expected that the 4,800-unit goal will generate 10,000 new construction, affordable housing units countywide, by leveraging resources. Additionally, \$150 million of the Measure A funds will be set aside for workforce housing and down payment assistance. The County's goal is to create 4,800 affordable ELI units Countywide, of which 92 units have been designated as the Measure A affordable housing goal for the City of Morgan Hill, over a ten-year period. The remaining balance is planned to be distributed throughout the County in the other cities equivalently, based on Regional Housing Needs Allocation (RHNA) methodology. In the first funding round of Measure A, UHC was awarded \$5.8 million for the 39-unit affordable housing development at the corner of Monterey and Bisceglia.
- City and County Partnership: July 1, 2017 two part-time homeless outreach workers began conducting interviews and assessments with homeless individuals in the City. Housing and public safety staff continue to make referrals and have seen some success. This is a critical first step as the City is beginning to see homeless individuals assessed through a coordinated effort which will

connect them with the appropriate case manager, program, services, and housing opportunities. Without assessment, South County residents will not enter into the County Coordinated Assessment “queue” which is the first step towards case management, services, and housing. Case management for each identified family or individual is still needed to make meaningful connections with services in South County. The City contributed \$50,000 to the larger Countywide “outreach” effort for two years as a first step. Outreach workers are tasked with the goal of connecting the homeless to case managers and programs. Staff is recommending that the City join with Gilroy and the County to fund case managers in South County focused on solving and ending homelessness.

- A City and County Partnership: August 1, 2017 was the launch of a Homeless Prevention and Rapid Rehousing (rental assistance) Program for families, targeting families with children in the school district at risk of homelessness. The City contributed \$25,000 to this larger Countywide effort for two years.
- The Housing Team worked with the County Planning Department to expedite the permit process to repair the Thousand Trails RV bridge that was closed due to winter flooding. It has since been reopened.
- Morgan Hill is discussing potential opportunities for farmworker agricultural housing in South County with the County Planning Department, County Office of Supportive Housing, and City of Gilroy. There was a successful first meeting on January 19, 2018, in which South County farmers provided staff with valuable insight as to their workforce’s housing needs.
- The City permitted construction of 137 Senior affordable units at the Lodge on Barrett Avenue, now fully occupied and serving several previously homeless veterans and others, for a total of 42 units with federal rental subsidies.
- The Housing Authority provides Section Eight federal rental assistance vouchers Countywide. There are 283 vouchers in Morgan Hill; current average monthly housing assistance per household is \$1,423. The approximate annual amount funded by the Housing Authority in the City of Morgan Hill is \$4,832,508.
- The City permitted construction of 114 Senior affordable units at the Huntington and conducted targeted local outreach efforts to daylight the opportunity to Morgan Hill and South County residents. The project is 100% leased.
- In April 2017, groundbreaking of the EAH three-site project launched the 41-unit, new construction affordable housing development scheduled to be completed in July 2018 and designated for families and Transitional Age Youth (TAY) aging out of foster care and at risk of homelessness.
- Partnering with the Police Department, County Planning Department, and the faith-based community, an eight space, pet welcome, Safe Parking Program was launched on July 8, 2017 at a local church for eight homeless families living in

their cars where they are receiving coordinated assessment, services, meals, and support with the goal of providing some stability while they wait for permanent housing. The program began serving eight families, 25 people and eight children.

- In June 2017, the City participated in a “loan closing” to facilitate the major rehabilitation of the 1970’s Village Avante, now known as Park Place, a 112-unit multifamily development that is home to 420 people. As turn-over occurs in this development, some of the units are set aside for families transitioning out of temporary housing; thus, freeing up nearby temporary units to be vacated so that room can be available for homeless families.
- South County Housing Regional Partnerships: Because homelessness does not know jurisdictional boundaries, and because both the City of Morgan Hill and the City of Gilroy are located geographically further from service centers while also experiencing a reduction in transportation services, it may prove worthy to look for opportunities to collaborate with the City of Gilroy to create some consensus around a South County regional housing framework to address a variety of housing and homeless needs. This could help ensure that housing opportunities are evaluated in relationship to the availability and sustainability of supportive services; proximity to transportation services, presence of experienced property management, and regional coordination with the County and Cities. Morgan Hill and Gilroy could also benefit from economies of scale as we assess the need for various service providers in South County. Staff has had preliminary conversations at the staff level with the City of Gilroy. Staff will return to Council with some possible South County housing strategies and partnerships for both Cities to consider.

5) Upcoming Housing Work Program

City Housing activities continue to deal with the effects of the elimination of the Redevelopment Agency and the resulting loss of \$4 million in annual funding to support the rehabilitation and development of affordable housing in Morgan Hill. These housing funds were one of the significant cornerstones of the City’s very successful housing program. The Housing Team continues to look for opportunities to partner and leverage resources and will implement policies and activities that are aligned with the priorities, goals and strategies the City Council has set. The following items are currently in the Housing workplan and will be adjusted as needed based on the Council’s goals.

- a. Continue to work with South County partners (City of Gilroy, community, farmers, CBOs etc.) to consider new South County partnerships and housing opportunities that address all income levels and leverage resources (considering partnering with Gilroy to co-fund case managers located in South County, exploring agriculture farmworker housing and or artist housing opportunities).
- b. Seek County Measure A funds for South County workforce, first time homebuyer down-payment assistance.

- c. Respond to Housing Accountability Act to identify opportunities to meet the City's Regional Housing Needs Allocation goals per income level for the 2015-2022 RHNA cycle, in an attempt to avoid the "by right" SB 35 Streamlining review process that limits local input. This would involve analyzing the RDCS application and the RHNA goals, past results and future projections of units by income category.
- d. Continue to partner with the Morgan Hill Unified School District (MHUSD) to enhance services to homeless youth in the schools.
- e. Continue to build a system that ends homelessness with a solution-oriented philosophy by incorporating and aligning services that are results and performance oriented such as street outreach workers and case managers, possibly equipped with a behavioral health skill-set.
- f. Refine consultant services agreement for BMR Program Administration.
- g. Facilitate the development and construction activity for the UHC 39-unit project (corner of Monterey and Biseglia).

6) 2017 Housing Reform Legislative Session Update

Housing affordability and supply continues to be a "crisis" issue in California. Responding to this crisis statewide, lawmakers introduced more than 130 bills during the 2017 legislative session; many focused on constraining local land use authority or eliminating local discretion to increase supply. Fifteen bills made it into the "housing package," subsequently signed by Governor Brown. These bills are intended to make significant changes to the local land-use process and spur the production of housing in the State. In total, these bills reinforce the State's position that the housing crisis requires local cities to create new housing supply and should be accountable to create their "fair share" of housing. They also recognize that the State's single greatest source of affordable housing financing was historically provided through redevelopment agencies, which the Governor eliminated in 2011, and some source of state funding is necessary to take its place.

Staff is also reviewing this new legislation as part of the City's zoning ordinance for Council's consideration. Depending on analysis of the new laws, future zoning ordinance changes may need to be considered post adoption of the zoning ordinance update. Potential future amendments include updates to provide additional objective development standards for multifamily housing consistent with SB 35 and updates to the Housing Accountability Act.

Below are summaries of those bills most likely to have the greatest impact on Morgan Hill. Please note that this is a general summary only and the bills discussed are complex. Further analysis will be provided prior to the Council's consideration of any future zoning code amendments to address state law changes, RDCS procedures, and as residential projects come forward in 2018. A number of the bills will raise the stakes

for local agencies when they are considering projects on sites in their housing inventory, when they are considering approval of housing projects, and when they are implementing their housing element through other actions (or inaction).

Funding Measures

Two of the newly adopted bills are funding and/or funding opportunity bills; SB 2 (Atkins) and SB 3 (Beall). SB 2 establishes a fee on specified real estate transactions and is expected to raise \$200 to \$300 million annually. The funds will be collected by counties. In 2018, HCD will make 50% of the funding available to local agencies for planning and zoning updates, and starting in 2019, HCD will make 70% of the funding available to local agencies for affordable housing via competitive grant programs. The programs emphasize rapid rehousing of the homeless and housing for extremely low-income households (less than 60% of AMI). SB 3 will place an affordable housing bond measure on the State ballot in 2018. If approved, it would provide approximately \$4 billion in funding for a variety of affordable housing programs and the veterans homeownership program.

Streamlining Measures

Expediting and streamlining the local housing permitting process was the focus of three different bills SB 35 (Weiner), SB 540 (Roth), and AB 73 (Chiu). SB 35 (Weiner) has been referred to as the “by right” housing bill because it would require local agencies to expeditiously and ministerially approve multifamily housing projects meeting certain eligibility criteria, if requested by the applicant. A local city is subject to the provisions of this bill if the State Department of Housing and Community Development (HCD) determines that the jurisdiction has not issued enough building permits to satisfy its Regional Housing Need Allocation (RHNA) numbers by income category, or, did not submit the required annual Housing report to HCD for two years. The bill will be effective from January 1, 2018 until January 1, 2026. The summary below focuses on which projects will be eligible for streamlining under SB 35, and then discusses the project review and approval process for those eligible projects. Parking requirements are also impacted, as the cost of development of parking is considered an impediment to construction. HCD has begun the process of determining which cities will be subject to the bill; however, we anticipate that Morgan Hill may be subject to the law. Cities do not receive credit for past production outside of the current RHNA eight-year cycle.

The summary below focuses on which projects will be eligible for streamlining under SB 35, and then discusses the project review and approval process for those eligible projects.

SB 35 Eligible Projects: There are a number of requirements that a project must meet to be eligible for SB 35 streamlining. To be eligible, a project must:

- consist of two or more units and be located on a legal parcel or parcels in an area with at least 75% of the perimeter developed with urban uses;
- be on a site that is zoned for residential use or residential mixed- use or has a general plan designation that allows residential use or a mix of residential and nonresidential uses;

- designate at least two- thirds of the projects square footage for residential use;
- be consistent with the current zoning ordinance and all objective zoning standards and objective design review standards in effect at the time of application;
- not be located in a coastal zone, wetland, prime farmland, very high fire severity zone, hazardous waste site, delineated earthquake fault zone, flood plain or floodway (unless a flood plain development permit is obtained), within land identified for conservation in an adopted natural resource protection plan, habitat for protected species, under conservation easement, or be subject to mobile home park law;
- not propose demolition of a listed historic resource;
- not propose demolition of existing dwelling units that are subject to affordability restrictions or have been occupied by tenants within the past 10 years;
- not be on a site that was previously used for housing occupied by tenants that was demolished within the past 10 years;
- not involve a subdivision (except for projects using low income tax credits and paying prevailing wage or satisfying other labor requirements);
- provide a minimum percentage of below market rate units for projects with more than 10 units, with the percentage and the level of affordability based on the City's track record of unit production at different levels of affordability during the RHNA period; 10 percent must be affordable to households earning 80 percent or less of area median income or 50 percent must be affordable to households earning 80 percent or less of area median income, depending upon the City's past approval of above moderate income and lower income housing; and,
- pay prevailing wages if the project consists of 10 units or more; and
- use a skilled and trained workforce (e.g. union labor) if the project consists of 75 units or more.

SB 35 Project Review and approval process:

SB 35 establishes an expedited review and approval process for eligible projects. Within 60 days of submittal of an application, the local jurisdiction must confirm the project's eligibility under SB 35 and provide a list of all inconsistencies with objective zoning standards and objective design review standards in effect at the time the application is submitted (90 days is allowed for projects containing more than 150 units). "Objective standards" means standards that involve "no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark" If the agency fails to provide this list within the required timeframe, the project is deemed consistent with zoning and design review standards.

If a city determines that development is in conflict with "objective planning standards," then it must provide written documentation within 60 days of submittal if the development contains 150 or fewer housing units and within 90 days of submittal if the development contains more than 150 housing units. Approvals must be completed within 90 to 180 days (depending on the number of units in housing development), must be ministerial and not subject to CEQA.

SB 35 Ministerial Review Process:

Local jurisdictions have a total of 90 days from submittal to process and make a determination on an application, including any hearings by boards/commissions or the City Council (180 days is allowed for projects containing more than 150 units). Reviews within the first 60 days of submittal can focus on applicability of the streamlined process under the law, objective zoning standards and “reasonable objective design standards published and adopted by ordinance or resolution” prior to receipt of the application. Reviews within the last 30 days, including any hearings, can only focus on the reasonable objective design standards. Reviews may be conducted by staff, boards/commissions and/or the City Council, as long as they are based on these standards, and are conducted within the 90-day timeframe.

SB 35 Limits on Parking Requirements: SB 35 would reduce or eliminate parking requirements for eligible housing projects. Projects that qualify for streamlined processing are not required to provide any off- street parking if they are within: ½ mile of public transit; one block of a car share vehicle location; an area where on- street parking permits are required but not offered to the development occupants; or an architecturally or historically significant historic district. Eligible projects in other locations could only be required to provide one parking space per unit.

SB 35 Considerations:

- Has the site contained rental housing within the last 10 years?
- Does the site have soil or groundwater contamination?
- Is there an historic building?

Project eligibility will also be affected by specifics of a developer’s proposal. For example:

- Does the proposal comply with current zoning and meet all objective zoning standards without the need for any variance or exception?
- Has the developer agreed to pay prevailing wages?
- Has the developer agreed to meet affordability requirements?

SB 35 Affordability Requirements:

For projects with more than 10 units, to qualify for SB 35 streamlining the affordable housing requirement provides that 10% of the units must be restricted for households earning less than 80% of the area median income (AMI). The City currently requires ownership projects to provide 8% of the units as affordable or requires a Housing fee be paid. 100% affordable projects would qualify, as would projects proposing 50 percent of the units as affordable to households at less than 80% of AMI.

SB 35 Opportunities and Considerations:

Even though SB 35 makes significant changes to existing law, it is important to consider the following:

- All proposed projects seeking streamlining must be consistent with a jurisdiction’s objective zoning standards and objective design review standards. If these standards are outdated or in need of revision, there is opportunity to do so;

- If a jurisdiction does not have “objective zoning standards and objective design review standards,” it may want to create them given that discretionary review is prohibited; objective standards may not lower density unless replacement density is identified on alternative sites.
- SB2 funding assistance will be available in mid- to late 2019 under SB 2 (Atkins) for planning documents, including General Plans, Community Plans, Specific Plans, sustainable communities’ strategies and local coastal programs. HCD is currently establishing funding guidelines.

In some ways, SB 35 is a game- changer for multifamily housing development in Morgan Hill because of its potential to influence the size and location of multifamily housing applications that the City receives, used in conjunction with density bonus, which permit exemptions to height, density, parking standards, and setbacks, these provisions could have significant impact. Projects requiring legislative actions (e.g. rezoning) or design exceptions will still have to go through the City’s process.

SB 540 (Roth) and AB 73 (Chiu)

SB 540 (Roth) and AB 73 (Chiu) would provide local agencies with financial incentives to expedite project approvals, rather than mandating a ministerial process. SB 540 sponsored by the California League of Cities, would allow agencies to apply for funding to prepare an EIR (Environmental Impact Report) and specific plan to create a Workforce Housing Opportunity Zone (WHOF) that would enable fast track (60- day) approval of housing consistent with the plan for five years after plan adoption. The focus is on workforce and affordable housing in areas close to jobs and transit and to conform to California’s greenhouse gas reduction laws. SB 540’s objective is to set the stage for approval of housing developments by conducting all of the necessary planning, environmental review and public input on the front end through the adoption of a detailed Specific Plan. SB 540 provides the development community with certainty that for a five-year period, development consistent with the plan will be approved without further CEQA review or discretionary decision-making. All development that occurs within the WHOF must be consistent with the Specific Plan for the zone and the adopted sustainable communities’ strategy (SCS) or an alternative planning strategy (APS).

AB 73 would allow agencies to adopt “housing sustainability districts” subject to HCD approval. Approved sustainability districts would enable agencies to apply for a “zoning incentive payment” from HCD and provide for ministerial approvals of housing projects and could be in effect for up to 10 years. Both SB 540 and AB 73 appear to be targeted at larger cities like San Francisco or San Jose.

Accountability Measures/Housing Accountability Act (HAA):

The third aspect of the Legislature and the Governor’s housing package pertains to bills that seek to hold jurisdictions accountable for the lack of housing construction by income level in their communities. While this view fails to acknowledge the many factors that affect housing construction that are beyond the control of local government, the following measures significantly change existing law. SB 167 (Skinner), AB 678 (Bocanegra), and AB 1515 (Daly) are three measures that incorporate nearly all of the

same changes to the Housing Accountability Act (HAA). HAA currently precludes a local agency from denying or reducing the density of a housing development project that meet objective development standards unless it finds: 1) the project would have specific, quantifiable, direct, and unavoidable impacts on public health or safety, based on objective safety standards, policies, or conditions in existence at the time the application was deemed complete; and 2) these impacts cannot be mitigated except by disapproval or reduction in density. In addition, for projects that meet specified affordability thresholds, an agency may not impose conditions that render the project infeasible for the use of very low, low, or moderate-income households, unless it makes similar findings. For affordable housing projects, these findings may be required even if the project does not comply with objective development standards. AB 678 (Bocanegra) and SB 167 (Skinner) are identical bills that significantly increase the burden of proof for local agencies to justify disapproval of housing projects or approval of housing projects at lower densities than allowed. AB 1515 (Daly) requires the courts to give less deference to a local government's planning and zoning consistency determination. In sum, the three bills make the following changes:

- The definition of “housing development projects” is expanded to include mixed use projects where at least two-thirds of the floor area is designated for residential use.
- An agency must now provide a written explanation of any inconsistencies with objective development standards and policies within 30 days (60 days for projects with more than 150 units). If the agency fails to respond within these timelines, the project is deemed consistent with all objective standards.
- A project must be deemed consistent with objective standards and policies if there is “substantial evidence that would allow a reasonable person to conclude” that the project is consistent. In other words, an agency must find consistency with objective standards as long as there is relevant evidence to support that finding, even if the weight of the evidence is to the contrary.
- The bills clarify that receipt of a density bonus is not a basis for finding a project inconsistent with objective standards.
- Whereas existing law requires that agencies support their findings with substantial evidence in the record, the bills increase that burden to require a preponderance of the evidence. This is a much less deferential standard for judicial review of a decision to deny or reduce the density of a project.
- The bills require an award of attorney’s fees to a successful plaintiff and the imposition of harsh penalties (at least \$10,000 per housing unit) for agencies who fail to comply with a court’s order within 60 days.

Provisions of the Housing Accountability Act are already quite stringent, and recently resulted in successful litigation by a developer in Los Gatos. All three of these bills would strengthen existing provisions in the law and increase penalties for

non-compliance, making it much more difficult for a City to disapprove or reduce the number of units in a housing project.

The Housing Accountability Act applies to all housing projects in the City, including mixed use projects that dedicate at least two-thirds of their square footage to residential uses and transitional or supportive housing projects. In addition, the HAA provides heightened protections for affordable housing projects that make at least 20% of their units affordable to low-income households (up to 80% of AMI) or 100% of their units affordable to middle-income households (up to 150% of AMI).

Housing Elements and Regional Housing Need Allocation:

State law requires each local government in California to adopt a Housing Element as part of its General Plan demonstrating how the community plans to meet the existing and projected housing needs of people at all income levels. The Regional Housing Need Allocation (RHNA) is the number of new homes that a city is "assigned" to produce in a Housing Element cycle. It is determined in collaboration with the Association of Bay Area Governments (ABAG) based on State population projections and local conditions. As further background, the following is a status report on housing production (building permits) compared to the City's Regional Housing Needs Allocation (RHNA) obligation:

Past RHNA Housing Accomplishments for the 2007-2014 Housing Element Cycle

Income Level	RHNA unit Goal	Permits Issued	% of RHNA Met	Units + or -
Very Low (0-50% AMI) includes 30% AMI for reporting purposes	317	98	31%	-219 units
Low (50-80% AMI)	249	100	40%	-149 units
Moderate (80-120% AMI)	246	43	17%	-203 units
Above Moderate (120% +AMI)	500	1,286	257%	+786 units
TOTAL RHNA	1,312	1,527	116%	+215

Current 2015 – 2022 Regional Housing Needs Allocation (RHNA) Goals

Income Level	RHNA unit Goal	Permits Issued to date (not including 2017)	% of RHNA Met	Units + or -
Very Low (0-50% AMI) includes 30% AMI for reporting purposes	273	40	14.65%	- 233
Low (50-80% AMI)	154	144	93.5%	- 10

AMI)				
Moderate (80-120% AMI)	185	10	5.40%	- 175
Above Moderate (120% +AMI)	316	534	59.17%	+ 218
TOTAL RHNA	928	728	78.44%	- 200

The City of Morgan Hill has always been able to meet its gross housing development numbers to satisfy RHNA obligations. However, the City has found it difficult to produce those housing numbers at the requested affordability levels. There are many reasons for this, not the least of which the availability of financing. In the current Housing Element cycle, the City has been given goals to create 928 dwelling units by 2022, which is only four years away. Of the 928 units, 612 units or 66%, were assigned at very low, low and moderate-income levels. The City has issued permits for 728 units since 2015, the beginning of the current reporting period, but still needs to produce 418 units or 45% of the total units assigned at very low, low and moderate-income levels to meet its RHNA goals by 2022. RDCS competition is in process for FY 19-20 allocations, leaving only two RDCS rounds available to achieve RHNA goals. To meet Morgan Hill's 2015-2022 unit requirements by income category by 2022, the City would need to award all remaining required unit allocations, 418, to very low, low and moderate-income projects only in the 20-21 FY and no units in the 21-22 FY to meet the guidelines of Measure S.

With the new reporting, auditing, and enforcement measures further discussed in this report, and the new wave of additional production enforcement measures introduced over the past weeks for consideration in the 2018 Legislative year, the complexion of housing development decisions/choices that Morgan Hill has heretofore made locally, has shifted substantially to limit decision making at the local level.

Future policy considerations for City Council will be:

Should the City of Morgan Hill adopt an inclusionary rental ordinance to help increase the total number of affordable rental units to help meet Regional Housing Need Allocation (RHNA) Goals?

Should the City of Morgan Hill recast its RDCS goals to meet the extremely-low/very-low (0-50%) and moderate (80-120%) affordability levels to meet current and future RHNA goals consistent with the intent of the State Housing Accountability Act (HAA)?

Short timelines for review:

Under the recent amendments to the HAA, staff will have only 30 days to review projects against objective general plan and zoning code standards before the projects are deemed consistent. Although the City may not deny or reduce the density of a project once it is deemed consistent with objective standards, a project may still be subject to discretionary approvals such as architectural review. HAA permits denial or reduction of density only in the event of specific adverse impacts on public health and safety; the City should focus discretionary findings on those issues.

Other Measures:

In addition to the notable bills described here, Gov. Brown signed several other measures that provide new inclusionary powers to local governments, require additional General Plan housing accountability reporting, increase housing element requirements and expand HCD's ability to review actions taken at the local level.

Several bills (SB 35, AB 72, AB 879 and AB 1397) affect housing element requirements and annual reporting of housing development.

AB 879 (Grayson) and SB 35 address the existing requirement that local agencies file a report with the State Department of Housing and Community Development (HCD) and Office of Planning and Research (OPR) each year, expanding the information required, and imposing penalties if reports are not submitted in a timely fashion. A public hearing on the report and submittal of the report to HCD and OPR must occur by April 1st of each year.

AB 1397 (Low) will be important the next time the City updates its Housing Element. AB 1397 will require a more detailed analysis before allowing sites with existing uses to be considered suitable for residential development.

AB 72 (Santiago) requires HCD to review any action or inaction by a locality that it determines is inconsistent with an adopted housing element, including failure to implement any programs in the housing element. If HCD identifies any inconsistency, it is required to issue written findings and provide 30 days for a response. After 30 days, HCD may revoke its certification of the agency's housing element and may notify the Office of the Attorney General that the agency is not in compliance with the law. Under the current law, HCD makes a decision to certify (or not) an agency's housing element within 90 days of adoption and certification provides a rebuttable presumption that an agency's housing element complies with the law. By allowing HCD to de-certify housing elements during the eight-year housing element cycle, this bill provides an avenue for developers and advocates to petition HCD and ultimately challenge the sufficiency of the agency's housing element in court.

SB 166 (Skinner) amends the existing "no net loss" provision in state law that requires a local government to accommodate its remaining unmet housing need at all times throughout the housing element planning period. The bill requires specific "no net loss" findings, based on substantial evidence in the record if the jurisdiction approves fewer (or no) units or a different income category on a site in its Housing Element's inventory than anticipated. If the jurisdiction cannot make the finding that the remaining sites in the Housing Element inventory are adequate to meet the RHNA by income category, the jurisdiction would need to identify other sites that are already zoned to accommodate lower or moderate-income housing or rezone sites accordingly. HCD will require all agencies to include related data in their annual reports, which will allow for a determination as to whether an agency's sites remain adequate. Because this data could be used by HCD in a mid-cycle review of a city's housing element under AB 72 (above), staff believes it would be wise to carefully consider the status of the City's

housing inventory throughout the housing cycle and include a sizeable surplus of sites in the City's next Housing Element.

AB 1505 (Bloom) would allow local governments to require a percentage of units in rental housing projects to be deed restricted as affordable, which has not been allowed since a 2009 California Court of Appeal decision, *Palmer/Sixth Street Properties L.P. v. City of Los Angeles*.

Two of the bills, AB 494 and SB 229, provide minor clarifications of the 2016 state legislation on accessory dwelling units (ADU). Specifically, they clarify that:

- An ADU may be proposed on a parcel zoned to allow a single- family residential use that includes an existing or proposed single- family home.
- Conversions of space within an existing single- family home or accessory structure (i.e., garage conversion) to an ADU shall be allowed in any zoning district where single- family residential is an allowed use (i.e., multi- family zoning districts permitting single- family dwellings). The state law previously required only that such conversions be allowed in single- family residence districts, and the City's ADU Ordinance therefore applied these provisions to the R- 1 district, all R- 1 sub-districts, and the RE district only. The forthcoming ordinance amendment will also apply the conversion provisions to the R- 2, RMD, RM, and OS and PC districts where single- family residential is an allowed use.
- Parking requirements for ADUs are further reduced.
- City rules regarding accessory dwelling units will be updated in accordance with new laws as part of the overall zoning ordinance update.

COMMUNITY ENGAGEMENT: Inform.

This report serves to inform the public about the City's current housing efforts and potential future impacts.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council adopted a transition plan on July 15, 2015 to contract with Nyanda and Associates, LLC, A California Limited Liability Company d/b/a HouseKeys, to provide the continued administration of the BMR Program.

FISCAL AND RESOURCE IMPACT:

There is no fiscal impact at this time.

CEQA (California Environmental Quality Act):

Not a Project. This report is for information only.

LINKS/ATTACHMENTS:

1. BMR Program by the Numbers

2. 2017 Santa Clara County Homeless Census and Survey Report



Toll Free: 1-877-460-KEYS (5397)

Office (By Appointment)

358 Digital Drive

Morgan Hill, CA 95037

Morgan Hill BMR Program by The Numbers

From January 2017 – December 2017 (calendar year):

- Sold 7 new BMR's (7 lotteries for new construction). Note: 30 BMRS are in the pipeline to be completed in 2018.
- Held 13 BMR Home Buyer Orientations (201 households or 310 total attendees)
- Processed 3 resales (3 lotteries for resales) and 2 BMR's sold out of program.
- 200 Preapplications, 89 Lottery Submissions – led to 10 new first-time homebuyers.
- Prepared 3 re-subordination agreements to accommodate re-financing.
- # of educational opportunities for lenders certification- 4 orientations and 29 participants
- # of loans paid off/refinanced-1 (18427 Jade lane 30k BEGIN and 40k RDA).
- # of cases taken to litigation- 3
- # of bankruptcy/foreclosure dealings-1
- # of loans paid off/refinanced -2

From July 2017 – December 2017 (fiscal year):

- Sold 3 new BMR's (3 lotteries for new construction).
- Held 6 BMR Home Buyer Orientations (76 households or 123 total attendees).
- Held 2 BMR Home Owner Workshops.
- Processed 2 resales.
- Answered 79 pre-application submissions, which in turn led to 29 lottery submissions (inquiries).
- Prepared 1 (Casitas Nuevas) re-subordination agreements to accommodate re-financing.

From the Mid-Year Report (through December 2017)

- Rehabilitated 5 re-sale BMR units prior to sale to new, qualified owners (2 BMR Acquisitions that sold out of program and 3 received carpet and paint).
- Held 13 BMR orientation workshops for 310 attendees.
- Held 2 BMR owner workshops for 8 attendees.
- Prepared 4 (one of them includes Casitas Nuevas) re-subordination agreements to accommodate re-financing.
- Held 12 lotteries for sale of BMR units.



Toll Free: 1-877-460-KEYS (5397)

Office (By Appointment)

358 Digital Drive

Morgan Hill, CA 95037

City of Morgan Hill Preference Criteria for Purchase of BMR Units-

The City of Morgan Hill established a preference for allocating BMR ownership units. Priority shall be given to income eligible employees or residents (currently and for at least 6 months from time of lottery) who live or work in the City of Morgan Hill. If an address is in question, HouseKeys will check with City staff to determine if the property is within the City's jurisdictional boundaries.

The preference system will be used to establish a ranking of applicants. An eligible household will be ranked according to whether they meet the live/work standard. While an applicant who lives or works within the city limits will have priority over an applicant who does not, residency/employment status is not a requirement for program eligibility. All individuals and households may apply for the program no matter where they live or work. There may be Opportunity Drawings where there are no applicants who meet the live/work standard, so all Households are encouraged to apply no matter they live or work.

City of Morgan Hill BMR Preference Criteria	
Preference 1: Work or Live in Morgan Hill	Must work at a business located in Morgan Hill at least 20-hours per week for at least 6-months* Resident must have lived in Morgan Hill for at least 6-months*



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Hilary Holeman, Administrative Analyst

APPROVED BY: City Manager

CANNABIS UPDATE AND COMMUNITY SURVEY

RECOMMENDATION(S)

1. Accept report; and
2. Provide direction on ordinance options and for community survey related to cannabis in Morgan Hill and potential other revenue opportunities.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety

Protecting the Environment

Maintaining Fiscal Responsibility

Supporting Our Youth

Seniors

and Entire Community

REPORT NARRATIVE:

Since voters approved Proposition 64 – The Adult Use of Marijuana Act (AUMA) – allowing for the recreational possession, sale and use of marijuana, the City of Morgan Hill has spent a significant amount of time researching and consulting with industry experts, the effects marijuana activities would have on the Morgan Hill community.

The City has several options for regulating cannabis cultivation, cannabis-related business activity, and fees and taxes charged in connection with cannabis-related activity. Staff has prepared updates and presented policy considerations to City Council on five occasions, including two workshops with HdL consultants, and three staff report updates. Due to limited data being available and the complexity and varying degrees of regulation around cannabis-related activities, the City Council provided staff direction on January 17, 2018 to:

- a) Conduct a statistically valid survey on the community's support of retail cannabis sales, taxation thresholds, and feedback on how the revenue should be reinvested
- b) Provide an analysis of ordinance scenarios outlining levels of regulation on retail sales, cultivation, delivery, testing, and production
- c) Provide more information about the return on investment to operate a personal cultivation registration program

By performing the steps above, staff can work with industry experts to analyze the final State regulations, assess tax policy, assess the evolving cannabis market, and collaborate with public health, education, and other partners serving youth.

Community Survey

Several jurisdictions have used statistically valid surveys to better understand the communities' receptiveness to cannabis related industries. At the January 17, 2018 meeting, Council expressed interest in evaluating several areas to include taxation tolerance and amount and the presence and type of marijuana related industries. The community survey also provides an opportunity to test other potential revenue ideas.

According to one survey consultant contacted for this report, the questions asked in the survey are crafted to eliminate survey bias and better understand the community's receptiveness towards the cannabis industry.

If approved, the survey will likely be completed and the findings presented to Council in May 2018. This will allow sufficient time for the placement of a measure on the November 2018 ballot if directed by Council.

Regulatory Structure

The attached framework of cannabis related ordinances provides an overview of what is possible to regulate. Some of the key areas of regulation include permitting of businesses, employees, number and type of businesses, inspection, location and design requirements, record keeping, testing labs, and security. Attachment 1 outlines the regulatory structure for cannabis related businesses.

HdL has committed to assist the City of Morgan Hill with drafting an ordinance that meets the desires of the community and City Council. HdL has a specialized cannabis division of expert staff who work with cities to develop policies and regulatory strategies to manage the cannabis industry and meet the desires of the community. Should the City Council decide to change its ordinance, HdL is committed to assisting the City of Morgan Hill draft an ordinance of its own.

Personal Cultivation Registration Program

The City of Fremont passed an ordinance in June 2017 requiring those who choose to grow plants for personal use at their residence to complete a permit and registration process <http://www.fremontpolice.org/marijuanaregistration>. This is helpful for the Police and Fire Departments to know where grow sites are located if responding to the location, as potential fire or crime hazards may exist. Staff reached out to the Fremont Police Department to learn more about the program; however, we have not heard back prior to submitting this report.

COMMUNITY ENGAGEMENT: Inform

This staff report informs the community of the City's intent to conduct a statistically valid survey to better understand the community's desires and determine how to proceed with marijuana regulations in the City.

Additionally, staff will be developing a Prop 64 - Marijuana Regulations webpage to provide a central location for information related to this effort and will update it as regulations are considered.

ALTERNATIVE ACTIONS:

1. Council could continue to disallow all cannabis related business – consistent with current ban and not proceed with further analysis.
2. Council could forgo the survey and proceed with a regulatory structure.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has engaged on this topic on five occasions since the passage of Proposition 64 to include workshops on February 1 and September 27, 2017, and staff reports on February 15, 2017, July 19, 2017, and January 17, 2018 (links to staff reports attached). The Morgan Hill Municipal Code (MHMC) was changed on July 26, 2017 to ensure alignment with the requirements of the AUMA.

FISCAL AND RESOURCE IMPACT:

Outside consultation is necessary to provide specific expertise on statistically valid community surveys and for the analysis of varying levels of regulation.

Community Survey

The cost to conduct a community survey is estimated not to exceed \$30,000, and funding for a community survey was approved as part of the City's adopted Fiscal Year 2017-18 general fund budget.

Ordinance Analysis and Development

Additional costs related to the development and implementation of cannabis regulations will be recovered through the application fee process. Similar to other agreements with the City, any consultant related fees will not be charged until fee revenue is received.

CEQA (California Environmental Quality Act):

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

LINKS/ATTACHMENTS:

1. Local Cannabis Activity Ordinance Framework
2. Prop 64 City Council Workshop - February 1, 2017
3. Prop 64 Workshop Follow-Up - February 15, 2017
4. Prop 64 Update - July 19, 2017
5. Cannabis Policy Workshop - September 27, 2017
6. Potential Changes to Marijuana Prohibition - January 17, 2018

Local Cannabis Activity Ordinance – Summarized Framework

Prepared by HdL

- 1) Purpose and Intent
 - a) Implement provisions of Medicinal and Adult Use Cannabis Regulation and Safety Act
- 2) Cannabis Cultivation and Commercial Cannabis Activities Prohibited Unless Specifically Authorized
 - a) Except as specifically authorized in Chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution, or transportation of cannabis is prohibited
- 3) Commercial Cannabis Business Permit Required to Engage in Commercial Cannabis Business
 - a) No person may engage in any commercial cannabis business unless (1) has valid commercial cannabis business permit; (2) has a valid State Seller's Permit; and (3) is in compliance with all state and local laws and regulations pertaining to commercial cannabis business
- 4) Cannabis Employee Permit Required
 - a) Must obtain commercial cannabis work permit from the City
 - b) City work permit processed by City includes: verification of age; location of where person will be employed; list of crimes enumerated in CA Business and Professions code; previous employers from which applicant was fired, resigned, or dismissed; fingerprints and photograph; and fees paid
 - c) City shall conduct a background check
 - d) Work permit valid for 12 months and must be renewed annually
 - e) City shall issue a permit in the form of personal ID card that must be worn
- 5) Maximum Number and Type of Authorized Commercial Cannabis Businesses Permitted
 - a) Number of commercial cannabis businesses permitted established by resolution of City Council but at no time exceed XX number of permits.
- 6) Initial Application Procedures for Commercial Cannabis Businesses
 - a) Application procedures shall include review criteria evaluated on a point system or equivalent quantitative evaluation scale
 - b) Fees
 - c) Staff recommendation to Council for final approval
- 7) Revocation of Permits
- 8) Renewal Applications
- 9) Effect if State License Suspension, Revocation, or Termination
- 10) Appeals
- 11) City Business License
- 12) Building Permits and Inspection
- 13) Certification from the Community Development Director
- 14) Right to Occupy and to Use Property
- 15) Location and Design of Cannabis Businesses
 - a) Cannabis business must be located on property zoned HC (Highway Commercial), MG (General Industrial), ML (Light Industrial), MC (Campus Industrial), and meet all requirements for development
 - b) Shall be no closer than 200(?) feet of any residentially zoned parcel in the City

Local Cannabis Activity Ordinance – Summarized Framework

Prepared by HdL

- c) Shall be no closer than 600(?) feet from any parcel containing any of the following:
 - i) A school
 - ii) A commercial daycare licensed by the City or County
 - iii) A youth center
 - d) Comply with general plan, zoning and development standards, minimize odors to surrounding uses
- 16) Limitations on City's Liability
 - a) City shall not assume any liability
 - b) Insurance coverage
 - c) Reimburse City for any legal fees as a result of any legal challenges related to the City's approval of the business permit
- 17) Record Keeping
 - a) Records of revenues and expenses must be kept electronically
 - b) Must submit annual report to City including gross sales for the prior 12 months
 - c) Must submit an annual financial audit prepared by an independent certified public accountant
 - d) Comply with HIPPA regulations
- 18) Security Measures
 - a) Sufficient security measures to deter and prevent theft of cannabis products
 - b) Install 24-hour security surveillance cameras of at least HD-quality remotely accessible by City Manager or designee and compatible with the City's software. Remote and real-time, live access to video footage shall be provided to the City. Video recordings maintained for 90 days.
 - c) Panic buttons installed
 - d) Alarm system
 - e) 24-hour security personnel licensed by the State of California
 - f) Must notify the City about discrepancies in inventory, theft, or unauthorized alterations of records
- 19) Restriction of Alcohol and Tobacco Sales
- 20) Compliance with Laws
- 21) Fees and Charges
- 22) Miscellaneous Operating Requirements
 - a) Cannabis shall not be consumed on the premises
 - b) No cannabis products or graphics depicting cannabis may be visible from the exterior of the property or on any company vehicles
 - c) There shall not be a physician located in or around any commercial cannabis business at any time
 - d) Business shall obtain verification from physician of person requesting medicinal cannabis is a qualified patient
 - e) Persons under 21 years shall not be allowed on the premises and it must be clearly posted
 - f) Odor control devices and techniques shall be incorporated
 - g) Background checks required on owners, managers, supervisors, employees and volunteer
- 23) Operating Requirements for Retailer Facilities; Delivery
- 24) Operating Requirements for Cultivation Facilities
 - a) Must occur indoors

Local Cannabis Activity Ordinance – Summarized Framework
Prepared by HdL

- b) Not visible to the public
 - c) Health and safety requirements
- 25) Operating Requirements for Testing Labs
 - a) Health and safety requirements
- 26) Cannabis Manufacturing: Edibles and Other Cannabis Products; Sale or Distribution of Edible and Other Cannabis Products
 - a) Manufacturing State License Type-6 or Type-7 may be permitted
 - b) Health and safety requirements
- 27) Promulgation of Regulations, Standards and Other Legal Duties
 - a) City has authorization to establish additional rules
 - b) Regulations must be posted on City's website
- 28) Community Relations
 - a) Each business must provide contact information for a community relations contact to the City and businesses and residences within 100 feet of commercial cannabis business
 - b) During first year the owner, manager, and community relations person must meet with the City when deemed appropriate
 - c) Commercial cannabis businesses shall develop a city approved public outreach and educational program for youth organizations and educational institutions
- 29) Inspection and Enforcement



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Chris Ghione, Community Services Director

APPROVED BY: City Manager

LEASE AGREEMENTS FOR FRIENDLY INN AND EL TORO YOUTH CENTER AND NON-PROFIT CENTER CONSTRUCTION OPTIONS

RECOMMENDATION(S)

1. Update the City policy statements for the Friendly Inn and El Toro Youth Center Building;
2. Authorize the City Manager to further negotiate, execute, and administer lease agreements with the Boys and Girls Club of Silicon Valley for the Friendly Inn, and Community Christian for the El Toro Youth Center Building; and
3. Receive an update on the options for constructing a new non-profit center.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Supporting Our Youth
Seniors
and Entire Community

2017 Strategic Priorities

Infrastructure

POLICY CONSIDERATIONS:

The Bikeways, Trails, Parks and Recreation Master Plan (Master Plan) has called for the ongoing use of the Friendly Inn to be managed by the Boys & Girls Club of Silicon Valley (BGC). The City Council has directed staff to move forward in this transition. Furthermore, the Council has directed staff to attempt to accommodate locating the current Friendly Inn non-profits into the future and expressed interest in the long-term goal of creating a non-profit center that serves as an incubator to help bring services to Morgan Hill. As part of its review of this report, the City Council may want to consider the following policy questions:

1. Do the proposed lease agreements help to support the goals established in the Master Plan and the direction previously provided by the City Council?
2. Given the new costs in creating a non-profit center, does the City want to prioritize creating a permanent non-profit center at the Civic Center or an alternate location?

REPORT NARRATIVE:

On July 19, 2017, the City Council adopted the Bikeways, Trails, Parks and Recreation Center Master Plan. The plan calls for future use of the Friendly Inn as a "Community

Center” site to be managed by the Boys & Girls Club of Silicon Valley. The Master Plan calls for the City to “[s]upport the Boys & Girls Club of Silicon Valley’s future use of the Friendly Inn Community Center, including evaluating the feasibility of a facility exchange or relocation for the community service organizations currently utilizing the Friendly Inn.”

The Council provided further direction on the next steps for moving forward with this transition. These next steps include developing an alternative plan for the existing non-profits using the Friendly Inn and developing an agreement for the format of the partnership with the Boys & Girls Club for the use of the Friendly Inn.

On October 4, 2017, the City Council was provided an update on the next steps for this transition. The following outline was provided to the Council on plans to support the existing non-profit organizations and move forward with the transition:

- 1) Boys & Girls Club to begin use of the Friendly Inn by August 2018.
- 2) The Red Cross use of Friendly Inn.
- 3) Advent Step Up Program interim continued use of the Friendly Inn.
- 4) Narcotics Anonymous (NA) and Alcoholics Anonymous (AA) use of El Toro.
- 5) Healthier Kids Foundation, Teen Force, and the Institute on Aging relocation of office space.
- 6) Develop a plan for the construction of a new building at the Civic Center.

Since the time of that report, some changes to the outlined plan have been proposed. With several vacancies at the Friendly Inn, management of the site from both a financial and operations perspective has become difficult, as the entire main section of the facility is now vacant. Additionally, Red Cross and Teen Force have both informed the City that they no longer need City provided space in the future. Considering these factors, the City has recommended moving up the schedule for the transition to early April 2018. This will allow the transition to occur over spring break.

In April 2007, during the renovation of the Friendly Inn, the City Council approved a policy statement for use of both the Friendly Inn and El Toro facilities. This policy statement was designed to provide direction on the intended uses of both facilities. With the proposed change of use at the Friendly Inn, the policy statements have been updated and included as Attachment 1 for Council review.

Friendly Inn Lease Agreement

In October, City staff presented an agreed upon framework for the use of the Friendly Inn. This framework was developed with the team at the Boys & Girls Club. The lease agreement included in Attachment 2 provides for the Boys & Girls Club to take the lead on all aspects of managing the Friendly Inn and includes provisions to allow for community groups and City use of the facility. The agreement provides for the Advent Step Up Program to retain space at the south end of the building. The agreement allows for the City to meet similar cost recovery to what is currently occurring with the non-profit organizations at the Friendly Inn. As part of the negotiated agreement, the Boys and Girls Club will continue to receive annual financial support from the City for the next five years, with the amount of support reduced each year and eliminated after year five.

Financial support is contingent on appropriation and approval by the Council through the City budget process.

El Toro Youth Center Building Lease Agreement

As was previously mentioned, the intended use of the El Toro Youth Center Building would transition to use by AA and NA for their regular meetings. However, City staff have negotiated a proposed lease agreement with Community Christian, which is located across Crest Avenue from the El Toro Youth Center Building. The proposed agreement will allow for Community Christian to take on the role of Master Tenant at the site. Both AA and NA would continue to meet at the site based on their current schedules per the agreement. The proposed agreement will be a great benefit to the City in several ways:

- Community Christian will utilize the site regularly and fully, as both AA and NA would only use a portion of the site and only during scheduled use.
- Community Christian will take on maintenance of the site, including responsibility for utilities.
- AA and NA will pay Community Christian rates similar to those they are paying the City now to offset costs associated with their uses.

The proposed agreement is included as Attachment 3.

New Non-Profit Center Construction

The idea of constructing a new non-profit center was proposed to replace the existing modular buildings at the Civic Center. The potential funding sources to construct this new facility included the sale of the existing El Toro Building, financial support from the Santa Clara Valley Habitat Agency, and future Recreation Center Impact Fees. Over the last several months staff have worked on detailed cost estimates for demolition and replacement of the current portable buildings with a permanent structure. Cost estimates returned much higher than anticipated at nearly \$3 million for a permanent traditional building. The costs for public construction and construction in general create a difficult climate for bidding. City staff have begun to explore the option of a design-build modular building, which would be a permanent structure, but could reduce the construction cost significantly. However, more time is needed to explore this option. Another consideration may be to replace the aging portable buildings with new temporary portables that may last for 40 plus years and be far lower in cost. City staff will continue to review funding and construction options and will provide an update during the Capital Improvement Program (CIP) budget process.

COMMUNITY ENGAGEMENT: Involve

The proposed change in use of the Friendly Inn and identification of a non-profit center are included in the Master Plan, which underwent over two years of community input during its development. Engagement for this specific report has been between City teammates and the organizations identified in the report.

ALTERNATIVE ACTIONS:

The Council could elect to delay the transition of the Boys & Girls Club to the Friendly Inn. The Council may also wish not to enter into an agreement with Community

Christian to serve as the master tenant at the El Toro Youth Center Building. In conjunction or independently of either alternative, the Council may wish to provide further direction to staff on negotiating further lease agreements.

The Council may also wish to provide staff with additional direction on funding and prioritization relating to the development of a permanent non-profit service center or direct staff to discontinue working on the planning of this option.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On July 19, 2017, the City Council adopted the Bikeways, Trails, Parks and Recreation Master Plan. As part of that plan the Council provided direction to City staff on moving forward with the Boys & Girls Club's future use of the Friendly Inn. At that meeting the Council provided further direction on the desire to support the existing non-profit organizations who are currently tenants at the Friendly Inn.

On October 4, 2017, the City Council reviewed the framework for the lease agreement with the Boys & Girls Club and directed staff to review opportunities for construction of a non-profit center.

FISCAL AND RESOURCE IMPACT:

It is estimated that the proposed lease agreements will initially have no net impact on overall expenses for managing the sites. Ultimately, the proposed lease agreements would have a positive impact on the general fund. It is anticipated that there will be an approximate cost of about \$5,000 to remove cubicles and other furniture no longer needed at the Friendly Inn.

There are significant fiscal considerations relating to the proposed construction of a new facility at the Civic Center. It is recommended that City staff continue to evaluate options to fund this expansion.

CEQA (California Environmental Quality Act):

Categorical Exemption

The planned maintenance and management of city facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities (CEQA Guideline 15301).

Discussion regarding a potential new nonprofit center is exempt from CEQA under Public Resources Code § 21102, 21150 (Feasibility or planning studies for possible future actions that the agency has not approved, adopted, or funded).

LINKS/ATTACHMENTS:

1. Friendly Inn and El Toro Policy Statement 2018
2. Lease Agreement for BGC Friendly Inn
3. Lease Agreement for Church for El Toro
4. Bikeways, Trails, Parks, and Recreation Masterplan (weblink)

**City of Morgan Hill
Friendly Inn and El Toro Youth Center Building**

POLICY STATEMENTS

February 2018

Draft Update

Friendly Inn

The Friendly Inn building is dedicated to our youth, seniors and all people in the community to provide a safe and healthy environment that fosters opportunities to develop positive, lifelong skills. The City intends to partner with community based organizations to deliver a balance of program alternatives focused on serving residents and low-income youth and families. These partners will be responsible to meet the needs of youth who live near the facility, while understanding that the program is open to all the community's youth. Education assistance, youth leadership, recreation, and other social services should be essential components of the program. In recognition of the services provided, the partner will receive City subsidized lease rates to assist in the financial sustainability of the organization.

El Toro Youth Center Building

The purpose of the El Toro Youth Center Building is to enhance the quality of community life. It is the City's intent to provide subsidized space at the facility for non-profit organizations that strive to meet an identifiable, social service, community need. The Friendly Inn is not intended to serve as a rental, event, or recreation center that directly competes with existing City services.

The City Council anticipates partnering with organization(s) that recognize the value in leveraging resources to provide service to the Community. Partner organization(s) shall support providing community-wide services and manage the facility in a manner that helps to support the adjacent Crest Street area. The City Council recognizes the fact that the future need for and use of the facility may need to evolve over time and intends to formally review the facility's purpose and tenants every five years.

**LEASE AGREEMENT
BETWEEN THE CITY OF MORGAN HILL AND
BOYS AND GIRLS CLUBS OF SILICON VALLEY**

This LEASE AGREEMENT ("Agreement") between the City of Morgan Hill, a municipal corporation ("City"), and Boys and Girls Clubs of Silicon Valley, a California non-profit corporation ("BGC"), sets forth the respective roles of City and BGC in regard to the lease of City-owned Premises known as the Friendly Inn, as further described in Exhibit A, is made and entered into as of _____, 20__ ("Effective Date"). Throughout this Agreement, City and BGC are referred to collectively as the "Parties" and individually as a "Party."

In consideration of the City leasing the Premises to BGC, BGC leasing the Premises from the City, and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. TERM

The term of this Agreement is effective from noon on June __, 2018 to noon on June 30, 2023 ("Termination Date"). This Agreement may be renewed by mutual consent of the Parties on the same terms and conditions for four additional subsequent five-year terms upon BGC giving 60 days' notice before the expiration of the term of this Agreement. City's City Manager is authorized to extend the term of this Agreement upon the same terms and conditions contained herein.

1.1 Holding Over. If BGC or any assignee or sublessee thereof continues to occupy the Premises after the term of this Agreement has expired or terminated in any manner and City has not objected thereto, such holding over shall be deemed a month to month agreement terminable on thirty (30) days' notice given by either Party (the "Hold-Over Agreement") on the same terms and conditions as provided in this Agreement.

1.1.1 Notwithstanding the foregoing, nothing contained in this Agreement shall give BGC any right to occupy the Premises at any time after expiration of the term of this Agreement or its earlier termination. BGC acknowledges and agrees that upon such expiration or termination, it shall not be entitled to any relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California (Paragraphs 7260 et seq.) or pursuant to any other laws or regulations with respect to any relocation of its business or activities upon the expiration of the term of this Agreement, upon its earlier termination, or upon the termination of any holdover tenancy pursuant to this paragraph. BGC hereby waives and releases to City all rights, if any, to which BGC may be entitled under said provisions or other law or regulations.

1.1.2 If BGC or any assignee or sublessee thereof shall continue to occupy the Premises after the term of this Agreement has expired or is terminated in any manner and City has objected thereto, then City shall be entitled to reenter the Premises and enforce any other right available to it under the laws of California or the provisions of this Agreement.

1.2 Termination of Agreement. This Agreement may be terminated by either Party hereto for any reason upon thirty (30) days written notice to the other Party. City's City Manager is authorized to terminate this Agreement on behalf of City.

2. PROPERTY USE

2.1. The Premises. The Parties hereto acknowledge that City is the owner of The Friendly Inn located at 17666 Crest Avenue, Morgan Hill, CA 95037 ("Premises"). The Premises are further described in **Exhibit A**.

2.2 Former Property Use Agreement and City Funding. Parties acknowledge that City and BGC are currently parties to a Property Use Agreement at the El Toro Youth Center. The Parties further acknowledge that the Property Use Agreement will be terminated concurrently with entering into this Agreement.

As part of that Property Use Agreement, City has appropriated and approved funds to support the performance of BGC's obligations under the Property Use Agreement.

Subject to appropriations by the City Council, the funding during the term, and any extended term, of this Agreement, shall be as follows:

FY18/19 \$12,000

FY19/20 \$9,000

FY20/21 \$6,000

FY21/22 \$3,000

FY22/23 and each subsequent fiscal year: No City Funding

2.3. Friendly Inn Policy. The parties hereto acknowledge that a 2018 Policy Statement of City's City Council regarding the use of the Friendly Inn at the Premises states: *The Friendly Inn building is dedicated to our youth, seniors and all people in the community to provide a safe and healthy environment that fosters opportunities to develop positive, lifelong skills.* (The goals set forth by the City Council Policy Statement are collectively referred to herein as, the "Policy".) The Boys and Girls Clubs of Silicon Valley has an established record of providing youth services throughout Santa Clara County, including Morgan Hill, and therefore, their services meet the intent of the City's Policy.

2.4. Permitted Use. City agrees to permit BGC to use the Premises for its afterschool and summer programming for at risk youth ("Program"), for the purposes, in the locations and manner, and subject to the terms and conditions described in this Agreement in fulfillment of the Policy. BGC shall not use or permit the Premises to be used for any other purpose without City's prior written consent, which consent may be granted or withheld in City's sole discretion.

2.4.1 It is further the intent of this lease to require the BGC to provide space to other tenants, as further described herein in this Agreement, who also provide services to the community (Subtenants).

2.4.2. BGC shall not block the use of park fields or amenities from public use without a valid rental permit granted by City.

2.4.3 BGC shall have the non-exclusive right to use the public parking adjacent to the Friendly Inn.

2.4.4 Reporting and Oversight. BGC shall provide to the City an annual report on operations. Report to include:

- a. Number of youth served
- b. Programs/activities offered
- c. Program costs for participation
- d. Financial assistance provided

- e. Demographic information including location of youth served (if possible)

2.4.5 Subtenants. BGC shall provide space to the following non-profits and community organizations:

- a. Advent Step Up Program through a sublease through the term of the agreement or until such time as the City approves termination of the sublease. BGC is authorized to charge Advent a percentage of a proportionate share of overall maintenance and utility costs based on Advents space use. The initial proportional share shall be 21.7 percent, based on the initial Advent space use.
- b. Other community organizations for meetings and programs during hours when the facility is not in use by BGC. BGC may charge rent for these uses, with rates approved by the City.
- c. City shall be entitled to 100 use hours annually free of charge for meetings and programs during times when the facility is not in use by BGC. City may utilize additional hours at established fees.

BGC may increase the rent to the above described users, subject to approval of the City, which approval shall not be unreasonably withheld. BGC shall coordinate with the City's Community Services Department to integrate rental offerings into City rental program (such as shared calendars, booking contacts, etc.) to ensure coordinated service delivery to the community.

2.4.6 Compliance with "No Smoking Law" (2003 Assembly Bill 846): BGC shall ensure that the Premises are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as may be amended from time to time, and, if necessary, shall modify the Premises to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846, as well as Morgan Hill Municipal Code Chapter 8.44.

2.5. "As Is" Condition. BGC accepts the Premises permitted for its use under the Agreement in its present condition, "as is" and subject to (1) all easements, covenants, conditions, restrictions, reservations, rights of way, liens, encumbrances, and other matters of record, (2) all matters discoverable by physical inspection of the Premises or that would be discovered by an accurate survey of the Premises, and (3) all matters known to BGC or of which BGC has notice, constructive or otherwise. The taking of possession of the Premises shall, in itself, constitute acknowledgment by BGC that the Premises is in a condition satisfactory for its use and that City has not agreed to undertake any modifications, alterations, or improvements to the Premises except as specifically provided in this Agreement. BGC specifically acknowledges that, except as otherwise may be expressly provided herein, City has made no representations concerning the condition of the Premises, the fitness of the Premises for BGC's intended use, or the compliance of the Premises with any federal, state, or local building codes or ordinances or with any laws, regulations, or guidelines regarding disabled or handicapped person, including, without limitation, the Americans with Disabilities Act of 1990.

2.6. Maintenance, Repairs, and Alterations. City shall maintain all exterior landscaping, and be responsible for maintenance of and repairs to the HVAC system, excluding programming of HVAC control systems, in reasonably good order and condition so as to meet the reasonable needs of BGC, except for damage, excluding normal wear and tear, caused by BGC. Damage caused by BGC shall be repaired by BGC at BGC's expense. The standard of maintenance shall be equal to that of other City office buildings of a similar class in Morgan Hill. BGC shall promptly notify City of any damage or service needs that may significantly interfere with the normal use of the premises.

2.6.1 BGC shall, at its own cost, keep and maintain the Premises, including, but not limited to, all fixtures, in good repair and lawful condition. City shall perform maintenance inspections of interior of site on at least a quarterly basis. BGC shall be responsible to address deficiencies outlined in the inspection reports in a timely manner. If after thirty (30) days written notice from City, BGC has failed to commence and diligently pursue completion of any and all maintenance, replacement, and repair which may be required to restore the Premises and any of its fixtures, equipment, and mechanical systems as a result of the neglect of or loss or damage caused by BGC or any of its officers, employees, agents, invitees, or licensees or which otherwise results from BGC's use or occupancy of the Premises, then City shall have the right, but not the duty, to perform such maintenance, replacement, and repair at BGC's expense and BGC shall reimburse City for such costs promptly upon City's written demand. The performance of maintenance and repair by City shall, in no event, be construed as a waiver of BGC's duty to maintain and repair as herein provided. Unless City's written approval has been first obtained in each instance, BGC shall not alter the point of supply of any utilities in the Exclusive Use Area. BGC shall indemnify, defend, and hold harmless City against all actions, claims, and damages by reason of BGC's failure to comply with and perform the provisions of this section.

2.6.2 Alterations. BGC may make no alterations, additions or improvements to the Premises without prior written permission of City. Improvements must be approved by the City's Community Services Director. All required permit fees (Building Permits) are responsibility of BGC. BGC shall pay for all labor done and materials furnished in any repairs or any permitted alterations, additions, or improvements to the Premises. Upon BGC's completion of any improvements within the Premises, BGC shall furnish to City a set of reproducible, final "as built" drawings of any and all such alterations, additions, or improvements. BGC waives the right to make repairs at the expense of City or, in lieu thereof, to vacate the Premises, and waives the benefit of the provisions of Paragraph 1941 and 1942 of the California Civil Code or any successor statute thereto and any other similar law now or hereafter in effect.

2.6.3 Liens or Encumbrances. BGC shall keep the Premises free and clear of any liens or encumbrances of any kind whatsoever created by or through BGC. If any such liens or encumbrances are filed, BGC shall not be deemed to be in default if such liens or encumbrances have been removed of record within forty-five (45) days of the filing thereof. If BGC fails to do so, City shall have the right and option, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any liens or encumbrances. In such event, City shall not be deemed to have waived City's right to declare BGC in default under this Agreement, and BGC shall reimburse City for all sums expended in connection with such liens or encumbrances, including City's reasonable attorneys' fees and costs. Such reimbursement shall be due and payable ten (10) days after City's written demand for any such payments, fees, or costs.

2.6.4 Waste. BGC shall not commit, nor permit to be committed, any waste upon the Premises, or carry on any nuisances or illegal activities on the Premises.

2.6.5 BGC's Property. Any and all property belonging to or brought onto the Premises by BGC or any of its officers, employees, agents, invitees, or licensees shall be at the sole risk of BGC. BGC is hereby advised and understands that the personal property of BGC, and any of its tenants, is not insured by the City for either damage or loss, and the City assumes no liability for such loss. The Tenant is advised that, if insurance coverage is desired by Tenant, it is the Tenant's responsibility to obtain said coverage. Subject to City's right of approval, BGC may place and install trade fixtures and other personal property in the Premises for use in connection

with its operations hereunder and the same shall be and remain the property of BGC. BGC shall, however, be responsible for the cost of repairing any damage to the Premises or any other improvements of City which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, however, if BGC shall at any time be in default hereunder, then City shall have the benefit of any statutory liens on BGC's property located in the Premises which are available to City under the laws of the State of California and BGC shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.

2.6.6 City's Right to Enter. City and its designated agents shall have the right to enter any and all part or spaces on the Premises at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose

2.7. Rules and Regulations. BGC covenants and agrees to observe and comply with all rules and regulations of City, including all safety, security and operations directives of the City's Community Service Director or his or her designee, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Premises and the use of facilities. BGC further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances, and regulations applicable to BGC, the Premises or City. BGC agrees to pay or reimburse City for any fines which may be assessed against City as a result of the violation by BGC of any applicable security regulation at City, which payment shall be made by BGC within fifteen (15) days from receipt of City's invoice for such amount. Documentation showing that payment of such fine is BGC's responsibility hereunder.

2.8. Waiver of Damage. BGC hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency, or impairments of any of the services in or to the Premises or City, including, but not limited to, 1) electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage, or sewage systems, 2) from wires leading to or inside of any space or structure, or 3) by reason of any loss resulting from the failure of any such system or facility, unless such loss or damage is due to the sole negligence or willful misconduct of City or its officers, agents, or employees.

2.9. End of Term. At the end of the term or upon the earlier termination of this Agreement, BGC shall deliver to City possession of the Premises and all of the fixtures and equipment of City in their original condition in all respects, reasonable use and wear excepted. BGC agrees to reimburse City for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition provided, however, in the event BGC has caused any alterations, additions, or improvements to be made to the Premises, including, but not limited, to the addition, relocation, or removal of partitions and doorways (which such alterations or improvements shall be made at BGC's cost and only with the prior express written approval of City in each instance), City may elect, with respect to each such alteration, addition, or improvement, to accept it as it was at the time it was made or constructed, reasonable use and wear excepted, or to require the same to be restored to its original condition at BGC's expense.

2.10. Nondiscrimination. BGC covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that this Agreement is made and accepted upon and subject to the following conditions: there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, gender, sexual orientation, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, or

enjoyment of the portion of the Premises herein leased nor shall BGC, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, invitees, permittees, subtenants, or vendees in the portion of the Premises herein leased.

2.11. Hazardous Materials. BGC shall not keep or maintain any Hazardous Substance on or in the Premises without City's prior written approval. BGC shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises. BGC shall promptly give notice to City of any Hazardous Substance dispersal, spill, or Hazardous Substance claim of which it is aware. BGC shall defend, with counsel acceptable to City, indemnify and hold City harmless from any and all claims, costs, damages, penalties, or liabilities arising out of the use or release of any Hazardous Substance at, in, or on the Premises dated from the time the BGC occupied the Premises. The term "Hazardous Substance" as used in this Agreement shall mean any products, substances, chemical, material, or waste whose presence, nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Premises, is either (a) potentially injurious to the public health, safety, or welfare, the environmental, or the Premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of City to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but is not be limited to, hydrocarbons, MTBE, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.

2.12. City's Reserved Rights

2.12.1 City reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Premises and to run water, electrical, telephone, gas, drainage, communications and other lines over, under, across, and through the Premises and to grant necessary utility easements therefore.

2.12.2 City reserves the right (a) to further develop, improve, repair and alter the Premises and all facilities and buildings as it may see fit, free from any and all liability to BGC for loss of business or damages of any nature whatsoever to BGC occasioned during the making of such improvements, repairs, alterations, and additions, including, but not limited to, any damages resulting from negligence of City or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Premises.

2.13. Destruction of Premises. In the event the Premises are partially destroyed from any cause, City shall have the right to repair the Premises without providing any alternative space for BGC. If the repairs cannot be made within one hundred eighty (180) days, this Agreement may be terminated at the option of either Party by written notice given to the other Party. In the event the Premises suffer the destruction of more than twenty-five percent (25%) of the replacement cost or in the event insurance proceeds are not sufficient to cover at least ninety percent (90%) of the cost of repairs, City may elect to terminate this Agreement. City shall not be obligated to replace any of the BGC's personal property which may be damaged or destroyed.

3. FEES AND CHARGES

3.1. Use Fee. As consideration for BGC's use of Premises pursuant to the terms and conditions of this Agreement, BGC agrees to pay to City one dollar (\$1.00) per year on the Effective Date and upon

said subsequent anniversary dates of such execution during such time as this Agreement continues to remain in effect.

3.2 Building Service Charges. BGC shall pay all Building Service Charges. "Building Service Charges" shall include charges and fees for utility charges (electricity, water and sewer), trash collection, if any, property insurance premiums for the Premises, personal property taxes, reception services, operation of community rooms, and cost of on-site personnel employed by the User, if any, to implement maintenance or services. BGC shall be responsible for obtaining and paying for any other utilities (including, without limitation, telephone, cable, wireless internet service) as is necessary for BGC's use of the Premises.

4. INSURANCE REQUIREMENTS. BGC 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 BGC, including liability for damage or injury to the property or person (including death) of any BGC or invitee of BGC or any other person entering upon or using the Premises, or any structure thereon, or any part thereof, and arising from BGC's use and occupancy thereof, 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. BGC further understands that City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to BGC, at any time as deemed necessary to protect the interests of City.

4.1. Insurance Types and Amounts.

4.1.1. Commercial General Liability (CGL). BGC 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 five hundred thousand dollars (\$500,000.00) for property damage, or (ii) the maximum amount of such insurance available to BGC under BGC's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

4.1.2. Automobile Liability. BGC shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if BGC does not own automobiles, then BGC 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 five hundred thousand dollars (\$500,000.00) for property damage, or (ii) the maximum amount of such insurance available to BGC under BGC's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

4.1.4. Property. BGC shall maintain Property Insurance to cover BGC's personal property, including furniture and fixtures, at an amount equal to the full replacement cost of such

property. Such coverage shall include protection against fire, theft, vandalism, sprinkler leakage, malicious activity, and all other forms of loss ("all-risk" coverage). BGC may elect to self-insure BGC's personal property by written notice given to City.

4.1.5. Other Liability Insurance. Because BGC's activity outlined in Section 2 (Permitted Use) involves contact with minors, BGC 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 BGC under BGC combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

4.2.1. General Liability.

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

4.2.1.2. 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,

4.2.1.3. insurance shall be primary non-contributing.

4.2.2. 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.

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

4.4. Certificates. BGC shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to this Agreement 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 as follows:

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

5. INDEMNIFICATION

BGC agrees to indemnify, defend, and hold harmless City, its governing board (including, without limitation, members of the City Council), officers, employees, and agents, from and against all liabilities, losses, suits, claims, demands, judgments, damages, fines, penalties, costs, and expenses (including attorney's fees and costs), which may be incurred by, charged to, or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of City, damage to any

property of, injury to, or death of any person resulting from or arising out of the BGC's use, operation, occupancy, or maintenance of the Premises or any improvements thereto, or the acts or omissions of BGC's officers, agents, employees, contractors, subcontractors, invitees, subtenants, or licensees, regardless of where the damage, destruction, injury, or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost, or expense was caused by City's sole negligence or willful misconduct, or (ii) arising out of the failure of BGC to keep, observe, or perform any of the covenants or agreements in this Agreement to be kept, observed, or performed by BGC. In carrying out its obligations hereunder, BGC shall use counsel reasonably acceptable to City's City Attorney. The provisions of this Paragraph shall survive the expiration or earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.

6. DEFAULT

In the event that (a) BGC or any of its officers, employees, agents, invitees, subtenants or licensees violates any other term, covenant or condition of this Agreement and such violation continues beyond thirty (30) days after City has given written notice thereof to BGC, or if the nature of the cure of such term, covenant or condition reasonably requires more than thirty (30) days to remedy, if BGC does not commence the cure of such term, covenant or condition within such thirty (30) day period and diligently pursues such cure to completion thereafter, (b) BGC ceases to use the Premises or to operate its services as set forth in this Agreement beyond ten (10) days after City has given written notice to resume operation, or (c) if a trustee or receiver is appointed to take possession of substantially all of BGC's assets located in the Premises or of BGC's interest in this Agreement, where possession is not restored to BGC within thirty (30) days, then in any such event BGC will be in default under this Agreement. On the occurrence of any such default, City may elect to terminate this Agreement (which termination shall only be evidenced by a written notice of termination from City to BGC) and resume possession of the Premises, thereafter using the same for its own purposes without having to account to BGC therefore, and BGC shall immediately return to City all unexpended and unencumbered funds provided to BGC by City under this Agreement.

7. ACCESS DISCLOSURE

The Premises have not undergone an inspection by a Certified Access Specialist (CASP), and a disability access inspection certificate, as described in subdivision (e) of Section 55.53 of the California Civil Code, has not been issued for the Premises. In accordance with Section 1938 of the California Civil Code, Tenant is advised of the following: "A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Accordingly, the parties hereby agree that Tenant shall have the right, but not the obligation, to have a CASp inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. If it is determined that the Premises do not meet all applicable construction-related accessibility standards, then Tenant shall promptly make, as soon as reasonably possible, but subject to Section 10 hereof, any repairs necessary to correct violations of construction-related accessibility standards identified by such inspection, at Tenant's sole cost and expense.

8. WAIVER

The waiver by either Party of a breach by the other Party of any agreement herein shall not be deemed to be a waiver by that Party of any covenant of this Agreement. Such waiver by either Party shall not constitute a waiver of any future breach by the other Party of the same or other covenants of this Agreement.

9. AMENDMENTS

This Agreement may be amended only by an instrument in writing executed by both Parties.

10. ASSIGNMENT AND SUBLETTING

Except as otherwise provided in this Agreement, BGC may not assign this Agreement or any of the rights granted to it hereunder or sublet the Premises or any portion thereof without the prior written consent of the City. Subtenants must meet the eligibility criteria established in the Policy to be considered for tenancy at the Friendly Inn.

11. SUCCESSORS AND ASSIGNS.

This lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of BGC.

12. DOCUMENT REVIEW

BGC will, upon reasonable advance written notice from City, make books and other documents relating to the Program available for inspection to City.

13. NOTICES

Any notice or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery for five (5) days after deposit in any United States mail depository, first class postage prepaid and addressed to the party for whom intended.

For City: City Manager
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

Copies to: City Attorney
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

For BGC: Boys and Girls Clubs of Silicon Valley
Attention: Mark Washbush
518 Valley Way
Milpitas, CA 95035

Correspondence other than notices may be given by phone, regular mail, email or facsimile through the Community Services Director or his or her designee.

14. SEVERABILITY

The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity or remaining parts of this Agreement.

15. JURISDICTION; GOVERNING LAW

Jurisdiction over any disputes arising out of this Agreement shall be vested in the courts of the County of Santa Clara, State of California, and the provisions of this Agreement shall be interpreted under and according to the laws of the State of California.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and any representation or statements heretofore or contemporaneously made with respect to such subject matter, whether oral or written, are merged herein.

17. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

18. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective entities.

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

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

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

ATTEST:

CITY OF MORGAN HILL

 City Clerk/Deputy City Clerk

 City Manager

 Michelle Wilson
 Print Name

 Christina Turner
 Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

 City Attorney

By: _____

 Donald A. Larkin
 Print Name

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

Date: _____

Date: _____

By: _____

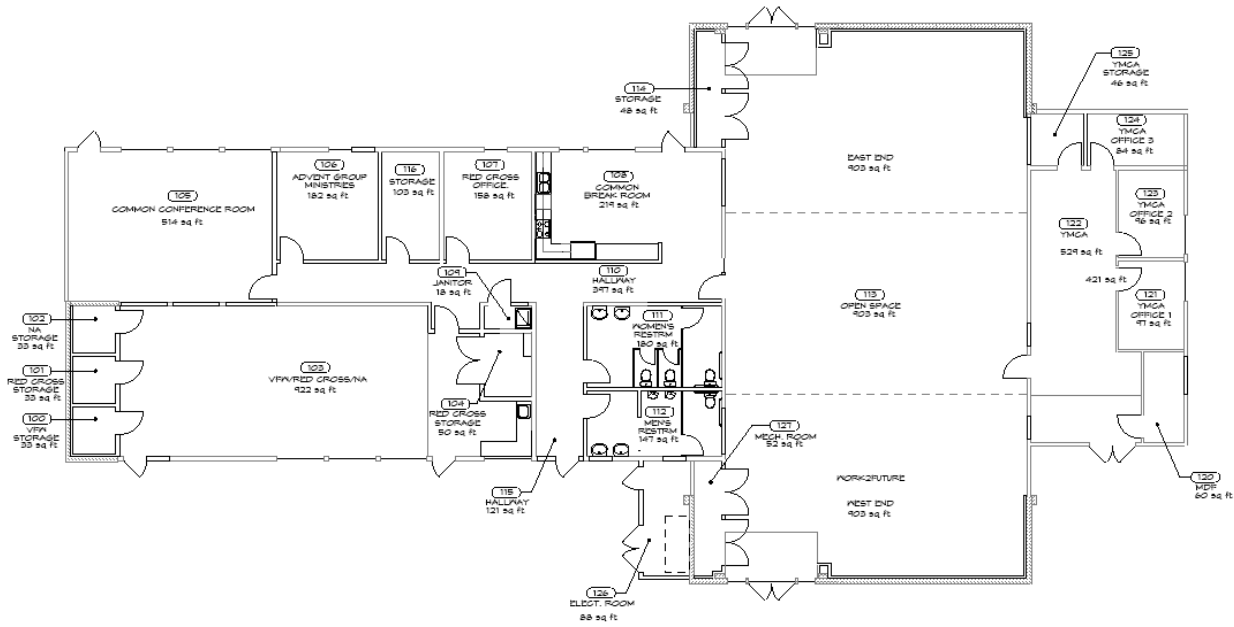
 Print Name and Title of Signer.
 If Corporate: Secretary, Assistant
 Secretary, Chief Financial Officer or
 Assistant Treasurer

Date: _____

Exhibit A

Premises

Premises are located at 17666 Crest Avenue, Morgan Hill, California 95037



FRIENDLY INN
FLOOR PLAN

DATE: 12/14/2008
SCALE: 3/32" = 1'-0"

WESTON MILES
ARCHITECTS
INCORPORATED
• Architecture • Landscape •



**LEASE AGREEMENT
BETWEEN THE CITY OF MORGAN HILL AND
COMMUNITY CHRISTIAN CHURCH**

This LEASE AGREEMENT ("Agreement") between the City of Morgan Hill, a municipal corporation ("City"), and First Baptist Church Morgan Hill doing business as Community Christian Church, a non-profit corporation ("User"), sets forth the respective roles of City and User in regard to use of City facilities and is made and entered into as of _____, 20__ ("Effective Date"). Throughout this Agreement, City and User are referred to collectively as the "Parties" and individually as a "Party."

NOW, THEREFORE, for mutual consideration the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. TERM

The term of this Agreement is effective from the Effective Date to June 30, 2019 ("Termination Date"). The term of the Agreement may be extended for up to five years by mutual consent of the Parties, and City's City Manager is authorized to extend the term of this Agreement upon the same other terms and conditions contained herein on the Effective Date on behalf of City. User understands that City is contemplating the sale of the Premises, which may affect the renewal term.

1.1. Holding Over. If User or any assignee or sublessee thereof continues to occupy the Premises after the term of this Agreement has expired or terminated in any manner and City has not objected thereto, such holding over shall be deemed a month to month agreement terminable on thirty (30) days' notice given by either Party (the "Hold-Over Agreement") on the same terms and conditions as provided in this Agreement.

1.1.1 Notwithstanding the foregoing, nothing contained in this Agreement shall give User any right to occupy the Premises at any time after expiration of the term of this Agreement or its earlier termination. User acknowledges and agrees that upon such expiration or termination, it shall not be entitled to any relocation assistance or payment pursuant to the provisions of Title 1, Division 7, Chapter 16, of the Government Code of the State of California (Paragraphs 7260 et seq.) or pursuant to any other laws or regulations with respect to any relocation of its business or activities upon the expiration of the term of this Agreement, upon its earlier termination, or upon the termination of any holdover tenancy pursuant to this paragraph. User hereby waives and releases to City all rights, if any, to which User may be entitled under said provisions or other law or regulations.

1.1.2 If User or any assignee or sublessee thereof shall continue to occupy the Premises after the term of this Agreement has expired or is terminated in any manner and City has objected thereto, then City shall be entitled to reenter the Premises and enforce any other right available to it under the laws of California or the provisions of this Agreement.

1.2 Termination of Agreement. This Agreement may be terminated by either Party hereto for any reason upon thirty (30) days written notice to the other Party. City's City Manager is authorized to terminate this Agreement on behalf of City.

2. PROPERTY USE

2.1. The Premises. The Parties hereto acknowledge that City is the owner of The El Toro Youth Center facility located at 17620 Crest Avenue, Morgan Hill, CA 95037 ("Premises"). City desires to use the Premises as a non-profit service center ("Center"). The Premises are further described in Exhibit A.

2.2. El Toro Youth Center Policy. The parties hereto acknowledge that a 2018 Policy Statement of City's City Council regarding the use of the El Toro Youth Center Facility at the Premises states: "The purpose of the El Toro Building is to enhance the quality of community life. It is the City's intent to provide subsidized space at the facility for non-profit organizations that strive to meet an identifiable, social service, community need. The Friendly Inn is not intended to serve as a rental, event, or recreation center that directly competes with existing City services. The City Council anticipates partnering with organization(s) that recognize the value in leveraging resources to provide service to the Community. Partner organization(s) shall support providing community-wide services and manage the facility in a manner that helps to support the adjacent Crest Street area. The City Council recognizes the fact that the future need for and use of the facility may need to evolve over time and intends to formally review the facility's purpose and tenants every five years." (the goals set forth by the City Council Policy Statement are collectively referred to herein as, the "Policy".)

2.3. Permitted Use. City agrees to permit User to use the Premises to provide services to the community ("Program"), for the purposes, in the locations and manner, and subject to the terms and conditions described in this Agreement in fulfillment of the Policy. User shall not use or permit the Premises to be used for any other purpose without City's prior written consent, which consent may be granted or withheld in City's sole discretion.

2.3.1 It is further the intent of this lease to require the User to provide space to other tenants, as further described herein in this Agreement, who also provide services to the community (Subtenants). All subtenants must meet the eligibility criteria established in the El Toro Youth Center policy adopted by City's City Council in February 2018 to be considered for tenancy at the Premises. User managing and allowing non-profit uses for former Friendly Inn tenants is a specific consideration for the reduced rent provided for in this Agreement.

2.3.2 User shall accommodate use by other non-profits, including Alcoholics Anonymous (AA) and Narcotics Anonymous (NA).

User shall be allowed to charge NA and AA rent at a level equal to the current use fees paid by those organizations to the City.

- Rent for NA shall be \$280 per month.
- Rent for AA shall be \$300 per month.

2.3.2.1 AA and NA shall be provided at least the main conference room or an alternative space for the scheduled meetings currently occurring. Meeting schedule is attached as Attachment 1. Alternate locations to be approved by NA or AA. New meeting times or changes to meeting times to be approved by User.

2.3.2.2. AA and NA to be provided 50 square feet of locking storage space within the El Toro Youth Center.

2.3.2.3. User shall be allowed to sublease to other organizations with written approval from the City.

2.3.3 City shall be entitled to 20 use hours per year for meetings and programs at the facility during times not in use by User, NA or AA. City may utilize additional hours at established fees to be negotiated by the Parties.

2.3.4 User shall provide to City an annual report on operations. Report to include:

- Programs/activities offered
- Program costs for participation
- Financial assistance provided
- Demographic information including location of youth served (if possible)

2.3.5 Parking for the El Toro Youth Center is available at the adjacent Galvan Park public parking lot. Participants in programs offered out of the El Toro Youth Center shall be allowed to park in the parking lot, but will not have any priority over general members of the public utilizing the public parking.

2.3.6 Compliance with “No Smoking Law” (2003 Assembly Bill 846): User shall ensure that the Premises are in compliance with Government Code Title 1, Division 7, Chapter 32 (commencing with section 7596), as may be amended from time to time, and, if necessary, shall modify the Premises to comply with the law and the regulations promulgated to implement 2003 Assembly Bill 846, as well as Morgan Hill Municipal Code Chapter 8.44.

2.5. “As Is” Condition. User accepts the Premises permitted for its use under the Agreement in its present condition, “as is” and subject to (1) all easements, covenants, conditions, restrictions, reservations, rights of way, liens, encumbrances, and other matters of record, (2) all matters discoverable by physical inspection of the Premises or that would be discovered by an accurate survey of the Premises, and (3) all matters known to User or of which User has notice, constructive or otherwise. The taking of possession of the Premises shall, in itself, constitute acknowledgment by User that the Premises is in a condition satisfactory for its use and that City has not agreed to undertake any modifications, alterations, or improvements to the Premises except as specifically provided in this Agreement. User specifically acknowledges that, except as otherwise may be expressly provided herein, City has made no representations concerning the condition of the Premises, the fitness of the Premises for User’s intended use, or the compliance of the Premises with any federal, state, or local building codes or ordinances or with any laws, regulations, or guidelines regarding disabled or handicapped person, including, without limitation, the Americans with Disabilities Act of 1990.

2.6. Maintenance, Repairs, and Alterations. User shall, at its own cost, keep and maintain the interior and exterior of the Premises including, but not limited to, all fixtures, in good repair and lawful condition. Maintenance includes all exterior landscaping, all windows, the mechanical, plumbing, fire sprinklers, and electrical equipment serving the Premises, and the structure itself in reasonably good order and condition, excluding normal wear and tear, caused by User. Damage by User shall be repaired by User at User’s expense. The standard of maintenance shall be equal to that of other City office buildings of a similar class in Morgan Hill. Proof of maintenance of systems must be submitted to the City quarterly, including but not limited to fire backflow, fire sprinklers, and fire alarm system.

2.6.1. City Inspections. A minimum of quarterly maintenance inspections of the Premises will be conducted by the City. User shall be responsible to address deficiencies outlined in the inspection reports in a timely manner. If after thirty (30) days written notice from City, User has

failed to commence and diligently pursue completion of any and all maintenance, replacement, and repair which may be required to restore the Premises and any of its fixtures, equipment, and mechanical systems as a result of the neglect of or loss or damage caused by User or any of its officers, employees, agents, invitees, or licensees or which otherwise results from User's use or occupancy of the Premises, then City shall have the right, but not the duty, to perform such maintenance, replacement, and repair at User's expense and User shall reimburse City for such costs promptly upon City's written demand. The performance of maintenance and repair by City shall, in no event, be construed as a waiver of User's duty to maintain and repair as herein provided. Unless City's written approval has been first obtained in each instance, User shall not alter the point of supply of any utilities in the Premises. User shall indemnify, defend, and hold harmless City against all actions, claims, and damages by reason of User's failure to comply with and perform the provisions of this section.

2.6.2 Alterations. User may make no alterations, additions or improvements to the Premises without prior written permission of City. Improvements must be approved by the City's Community Services Director. All required permit fees (Building Permits) are responsibility of User. User shall pay for all labor done and materials furnished in any repairs or any permitted alterations, additions, or improvements to the Premises. Upon User's completion of any improvements within the Premises, User shall furnish to City a set of reproducible, final "as built" drawings of any and all such alterations, additions, or improvements. User waives the right to make repairs at the expense of City or, in lieu thereof, to vacate the Premises, and waives the benefit of the provisions of Paragraph 1941 and 1942 of the California Civil Code or any successor statute thereto and any other similar law now or hereafter in effect.

2.6.3 Liens or Encumbrances. User shall keep the Premises free and clear of any liens or encumbrances of any kind whatsoever created by or through User. If any such liens or encumbrances are filed, User shall not be deemed to be in default if such liens or encumbrances have been removed of record within forty-five (45) days of the filing thereof. If User fails to do so, City shall have the right and option, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any liens or encumbrances. In such event, City shall not be deemed to have waived City's right to declare User in default under this Agreement, and User shall reimburse City for all sums expended in connection with such liens or encumbrances, including City's reasonable attorney's fees and costs. Such reimbursement shall be due and payable ten (10) days after City's written demand for any such payments, fees, or costs.

2.6.4 Waste. User shall not commit, nor permit to be committed, any waste upon the Premises, or carry on any nuisances or illegal activities on the Premises.

2.6.5 User's Property. Any and all property belonging to or brought onto the Premises by User or any of its officers, employees, agents, invitees, or licensees shall be at the sole risk of User. User is hereby advised and understands that the personal property of User, and any of its tenants, is not insured by the City for either damage or loss, and the City assumes no liability for such loss. Subject to City's right of approval, User may place and install trade fixtures and other personal property in the Premises for use in connection with its operations hereunder and the same shall be and remain the property of User. User shall, however, be responsible for the cost of repairing any damage to the Premises or any other improvements of City which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, however, if User shall at any time be in default hereunder, then City shall have the benefit of any statutory liens on User's property located in the Premises which are available to City under the laws of the State of California and User shall not remove or permit the removal of any of

such property until all amounts secured by such liens have been paid and all other defaults under this Agreement have been cured.

2.6.6 City's Right to Enter. City and its designated agents shall have the right to enter any and all part or spaces on the Premises at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.

2.7. Rules and Regulations. User covenants and agrees to observe and comply with all rules and regulations of City, including all safety, security and operations directives of the Manager, which now exist or may hereafter be promulgated from time to time governing conduct on and operations at the Premises and the use of facilities at the Center. User further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances, and regulations applicable to User, the Premises or City. User agrees to pay or reimburse City for any fines which may be assessed against City as a result of the violation by User of any applicable security regulation at City, which payment shall be made by User within fifteen (15) days from receipt of City's invoice for such amount. Documentation showing that payment of such fine is User's responsibility hereunder.

2.8. Waiver of Damage. User hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency, or impairments of any of the services in or to the Premises or City, including, but not limited to, 1) electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage, or sewage systems, 2) from wires leading to or inside of any space or structure, or 3) by reason of any loss resulting from the failure of any such system or facility, unless such loss or damage is due to the sole negligence or willful misconduct of City or its officers, agents, or employees.

2.9. End of Term. At the end of the term or upon the earlier termination of this Agreement, User shall deliver to City possession of the Premises and all of the fixtures and equipment of City in their original condition in all respects, reasonable use and wear excepted. User agrees to reimburse City for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition provided, however, in the event User has caused any alterations, additions, or improvements to be made to the Premises, including, but not limited, to the addition, relocation, or removal of partitions and doorways (which such alterations or improvements shall be made at User's cost and only with the prior express written approval of City in each instance), City may elect, with respect to each such alteration, addition, or improvement, to accept it as it was at the time it was made or constructed, reasonable use and wear excepted, or to require the same to be restored to its original condition at User's expense.

2.10. Nondiscrimination. User covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that this Agreement is made and accepted upon and subject to the following conditions: there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, gender, sexual orientation, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, or enjoyment of the portion of the Premises herein leased nor shall User, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, invitees, permittees, subtenants, or vendees in the portion of the Premises herein leased.

2.11. Hazardous Materials. User shall not keep or maintain any Hazardous Substance on or in the Premises without City's prior written approval. User shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises. User shall promptly give notice to City of any Hazardous Substance dispersal, spill, or Hazardous Substance claim of which it is aware. User shall defend, with counsel acceptable to City, indemnify and hold City harmless from any and all claims, costs, damages, penalties, or liabilities arising out of the use or release of any Hazardous Substance at, in, or on the Premises dated from the time the User occupied the Premises. The term "Hazardous Substance" as used in this Agreement shall mean any products, substances, chemical, material, or waste whose presence, nature, quantity, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Premises, is either (a) potentially injurious to the public health, safety, or welfare, the environmental, or the Premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of City to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substance shall include, but is not be limited to, hydrocarbons, MTBE, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.

2.12. City's Reserved Rights

2.12.1 City reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Premises and to run water, electrical, telephone, gas, drainage, communications and other lines over, under, across, and through the Premises and to grant necessary utility easements therefore.

2.12.2 City reserves the right (a) to further develop, improve, repair and alter the Premises and all facilities and buildings as it may see fit, free from any and all liability to User for loss of business or damages of any nature whatsoever to User occasioned during the making of such improvements, repairs, alterations, and additions, including, but not limited to, any damages resulting from negligence of City or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Premises.

2.13. Destruction of Premises. In the event the Premises are partially destroyed from any cause, City shall have the right to repair the Premises without providing any alternative space for User. If the repairs cannot be made within one hundred eighty (180) days, this Agreement may be terminated at the option of either Party by written notice given to the other Party. In the event the Premises suffer the destruction of more than twenty-five percent (25%) of the replacement cost or in the event insurance proceeds are not sufficient to cover at least ninety percent (90%) of the cost of repairs, City may elect to terminate this Agreement. City shall not be obligated to replace any of the User's personal property which may be damaged or destroyed.

3. FEES AND CHARGES

3.1. Rent. As consideration for User's use of Premises pursuant to the terms and conditions of this Agreement, User agrees to pay to City one hundred dollars (\$100.00) per month on the Effective Date and on the first of the month thereafter during such time as this Agreement continues to remain in effect.

3.2 Building Service Charges. User shall pay all Building Service Charges. "Building Service Charges" shall include charges and fees for utility charges (electricity, water and sewer), trash collection, if any, property insurance premiums for the Premises, personal property taxes, reception

services, operation of community rooms, and cost of on-site personnel employed by the User, if any, to implement maintenance or services. User shall be responsible for obtaining and paying for any other utilities (including, without limitation, telephone, cable, wireless internet service) as is necessary for User's use of the Premises.

4. INSURANCE REQUIREMENTS. User 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 User, including liability for damage or injury to the property or person (including death) of any User or invitee of User or any other person entering upon or using the Premises, or any structure thereon, or any part thereof, and arising from User's use and occupancy thereof, 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. User further understands that City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to User, at any time as deemed necessary to protect the interests of City.

4.1. Insurance Types and Amounts.

4.1.1. Commercial General Liability (CGL). User 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 five hundred thousand dollars (\$500,000.00) for property damage, or (ii) the maximum amount of such insurance available to User under User's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

4.1.2. Automobile Liability. User shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if User does not own automobiles, then User 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 five hundred thousand dollars (\$500,000.00) for property damage, or (ii) the maximum amount of such insurance available to User under User's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

4.1.4. Other Liability Insurance. If the User's activity outlined in Section 2.3 (Permitted Use) involves contact with minors, User 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 User under User combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

4.2.1. General Liability.

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

4.2.1.2. 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,

4.2.1.3. insurance shall be primary non-contributing.

4.2.2. 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.

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

4.4. Certificates. User shall furnish City with copies of all policies or certificates as outlined herein, whether new or modified, promptly upon receipt. No policy subject to this Agreement 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 as follows:

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

5. INDEMNIFICATION

User agrees to indemnify, defend, and hold harmless City, its governing board (including, without limitation, members of the City Council), officers, employees, and agents, including the Manager in its function as the agent of City, from and against all liabilities, losses, suits, claims, demands, judgments, damages, fines, penalties, costs, and expenses (including attorney's fees and costs), which may be incurred by, charged to, or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of City, damage to any property of, injury to, or death of any person resulting from or arising out of the User's use, operation, occupancy, or maintenance of the Premises or any improvements thereto, or the acts or omissions of User's officers, agents, employees, contractors, subcontractors, invitees, subtenants, or licensees, regardless of where the damage, destruction, injury, or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost, or expense was caused by City's sole negligence or willful misconduct, or (ii) arising out of the failure of User to keep, observe, or perform any of the covenants or agreements in this Agreement to be kept, observed, or performed by User. In carrying out its obligations hereunder, User shall use counsel reasonably acceptable to City's City Attorney. The provisions of this Paragraph shall survive the

expiration or earlier termination of the term of this Agreement with respect to any acts or omissions occurring during the term of this Agreement.

6. ACCESS DISCLOSURE

The Premises have not undergone an inspection by a Certified Access Specialist (CASP), and a disability access inspection certificate, as described in subdivision (e) of Section 55.53 of the California Civil Code, has not been issued for the Premises. In accordance with Section 1938 of the California Civil Code, Tenant is advised of the following: "A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises." Accordingly, the parties hereby agree that Tenant shall have the right, but not the obligation, to have a CASp inspect the Premises and determine whether the Premises complies with all of the applicable construction-related accessibility standards under state law. If it is determined that the Premises do not meet all applicable construction-related accessibility standards, then Tenant shall promptly make, as soon as reasonably possible, but subject to Section 10 hereof, any repairs necessary to correct violations of construction-related accessibility standards identified by such inspection, at Tenant's sole cost and expense.

7. DEFAULT

In the event that (a) User or any of its officers, employees, agents, invitees, subtenants or licensees violates any other term, covenant or condition of this Agreement and such violation continues beyond thirty (30) days after City has given written notice thereof to User, or if the nature of the cure of such term, covenant or condition reasonably requires more than thirty (30) days to remedy, if User does not commence the cure of such term, covenant or condition within such thirty (30) day period and diligently pursues such cure to completion thereafter, (b) User ceases to use the Premises or to operate its services as set forth in this Agreement beyond ten (10) days after City has given written notice to resume operation, or (c) if a trustee or receiver is appointed to take possession of substantially all of User's assets located in the Premises or of User's interest in this Agreement, where possession is not restored to User within thirty (30) days, then in any such event User will be in default under this Agreement. On the occurrence of any such default, City may elect to terminate this Agreement (which termination shall only be evidenced by a written notice of termination from City to User) and resume possession of the Premises, thereafter using the same for its own purposes without having to account to User therefore, and User shall immediately return to City all unexpended and unencumbered funds provided to User by City under this Agreement.

8. WAIVER

The waiver by either Party of a breach by the other Party of any agreement herein shall not be deemed to be a waiver by that Party of any covenant of this Agreement. Such waiver by either Party shall not constitute a waiver of any future breach by the other Party of the same or other covenants of this Agreement.

9. AMENDMENTS

Amendments to this Agreement may be made by written mutual agreement between the Parties.

10. ASSIGNMENT AND SUBLETTING

Except as otherwise provided herein, User may not assign this Agreement or any of the rights granted to it hereunder or sublet the Premises or any portion thereof without the prior written consent of the City. Subtenants must meet the eligibility criteria established in the Policy to be considered for tenancy at the El Toro Youth Center.

11. SUCCESSORS AND ASSIGNS.

This lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors, and assigns of User.

12. DOCUMENT REVIEW

User will, upon reasonable advance written notice from City, make books and other documents relating to the Program available for inspection to City.

13. NOTICES

Any notice or instrument required or permitted to be given hereunder shall be deemed received upon personal delivery or five (5) days after deposit in any United States mail depository, first class postage prepaid and addressed to the party for whom intended.

For City: City Manager
 City of Morgan Hill
 17575 Peak Avenue
 Morgan Hill, CA 95037

Copies to: City Attorney
 City of Morgan Hill
 17575 Peak Avenue
 Morgan Hill, CA 95037

For User: Community Christian
 305 W. Main Avenue
 Morgan Hill, CA 95037

Correspondence other than notices may be given by phone, regular mail, email or facsimile through the Community Services Director or his or her designee.

14. SEVERABILITY

The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity or remaining parts of this Agreement.

15. JURISDICTION; GOVERNING LAW

Jurisdiction over any disputes arising out of this Agreement shall be vested in the courts of the County of Santa Clara, State of California, and the provisions of this Agreement shall be interpreted under and according to the laws of the State of California.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and any representation or statements heretofore or contemporaneously made with respect to such subject matter, whether oral or written, are merged herein.

17. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

18. SIGNATURES

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective entities.

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

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

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

ATTEST:

CITY OF MORGAN HILL

 City Clerk/Deputy City Clerk

 City Manager

 Michelle Wilson
 Print Name

 Christina Turner
 Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

Community Christian Church

 City Attorney

By: _____

 Donald A. Larkin
 Print Name

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

Date: _____

Date: _____

By: _____

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

Date: _____

Exhibit A

Premises

Premises are located at 17666 Crest Avenue, Morgan Hill, California 95037

Attachment 1 – Alcoholics Anonymous and Narcotics Anonymous Weekly Meeting Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7:30am AA	7am AA	7am AA	7am AA	7am AA	7am AA	
11am AA	12:30pm AA	12:30pm AA	12:30pm AA	12:30pm AA	12:30pm AA	12:30pm AA
6pm NA	5:30pm AA	6pm AA	5:30pm AA	6:30pm NA	6pm AA	6pm NA
7:30PM AA	7pm NA	8pm NA	7pm NA	8pm AA	7:30pm NA	8pm AA

20 AA meetings per week + 1 meeting second Sunday of every month

7 NA meetings per week + 1 meeting second Monday of every month and 1 meeting first Sunday of every month



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Christina Turner, City Manager
APPROVED BY: City Manager

UPDATES TO SUSTAINABLE MORGAN HILL AND 2018 STRATEGIC PRIORITIES

RECOMMENDATION(S)

Adopt updates to Sustainable Morgan Hill, ongoing priorities, and the City Council's 2018 Strategic Priorities.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

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

2017 Strategic Priorities

High Speed Rail
Inclusiveness
Infrastructure
Regional Initiatives
Telecommunications

REPORT NARRATIVE:

On January 26 and 27, 2018, the City Council held its annual Goal Setting Advance facilitated by Dr. Shawn Spano. The two-day discussion (agenda attached) focused on reviewing and updating ongoing priorities and establishing strategic priorities for 2018.

In 2017, the Council adopted Sustainable Morgan Hill with the elements of healthy environment, a strong economy, and social responsibility, as the organization's guiding principles. This year, the City Council discussed the importance of adding safety to the elements of Sustainable Morgan Hill as it is the top priority for the community. As a result, edits were made to the Sustainable Morgan Hill vision to reflect this element of safety.

After discussing progress on 2017 strategic priorities and assessing potential areas for 2018, the City Council identified the following strategic priorities for 2018:

- Community Engagement and Messaging
- Economic Development and Telecommunications
- Financial Stewardship
- Infrastructure
- Regional Initiatives

Attached to the staff report is the updated version of Sustainable Morgan Hill, the vision, ongoing priorities, and details about the 2018 strategic priorities.

COMMUNITY ENGAGEMENT: Involve

The City Council Goal Setting Advance was open to the public, broadcast live on channel 17, and recorded for later viewing on the City's website.

ALTERNATIVE ACTIONS:

City Council could decide to make changes to Sustainable Morgan Hill, ongoing priorities, and the 2018 strategic priorities.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council reviews its goals and priorities annually in January.

FISCAL AND RESOURCE IMPACT:

Updating Sustainable Morgan Hill, ongoing priorities, and the strategic priorities does not have an immediate fiscal or resource impact. As implementation moves forward, staff will convey to the Council the resources necessary to achieve the desired outcomes in each area.

CEQA (California Environmental Quality Act):

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

LINKS/ATTACHMENTS:

1. Council goal setting workshop agenda-Final2
2. Sustainable Morgan Hill 2018



WORKING AGENDA - Final
City Council Annual Advance
Goal Setting Workshop
January 26 & 27, 2018

Materials

- ✓ PowerPoint presentation
- ✓ 2017 Accomplishments
- ✓ Council Policies 96-01 & 97-01
- ✓ Regional and State Priorities and Initiatives
- ✓ Budget in Brief
- ✓ Sustainable Morgan Hill
- ✓ List of 2017 Council agenda follow-up and future agenda items
- ✓ List of 2017 Council meetings
- ✓ List of 2018 Outside Agency assignments

Friday, January 26

Arrival & Continental Breakfast	8:30am - 9:00am
Set Workshop Context • Welcome - Mayor Steve Tate & City Manager Christina Turner • Preview agenda and format - Facilitator Shawn Spano	9:00am - 9:15am
Public Comment	9:15am - 9:30am
Ice Breaker • Each Council member describes what first comes to mind when they think of Morgan Hill in 3-5 words and shares with the group.	9:30am - 9:40am

Accomplishments Exercise

9:40am - 10:15am

Ask Council and Leadership Team to identify:

- The top City accomplishments from last year
- The one accomplishment you are most personally proud of
- Materials: 2017 Accomplishments

Council Protocols

10:15 am - 10:30am

- Review and check in
- Consider possible changes, updates, and additions
- Materials: Council Policies 96-01 & 97-01

Council - Executive Team Relations

10:30am – 10:45am

- Debrief Council interviews on Staff reports and presentations
- Review and check in on Council – Teammate relations

Break

10:45am - 11:00am

Council Follow-Up and Future Agenda Items

11:00am - 12:00pm

- Review list of planned agenda items
- Assess make changes or deletions
- Materials: List of 2017 Council agenda follow-up and future agenda items

Lunch

12:00pm - 12:45pm

Policy on Grant Matches

12:45pm - 1:00pm

- Does Council want to establish a percentage?

Prepare for Goal setting

1:00pm - 2:00pm

- Regional and State Priorities and Initiatives
 - League of CA Cities
 - Cities Association of Santa Clara County
- MH Budget presentation
- Key opportunities and challenges exercise
- Materials: Regional and State Priorities and Initiatives and Budget in Brief

Sustainable Morgan Hill 2:00pm - 3:00pm

- Vision: Review and consider possible changes
- Ongoing Priorities: Review and consider possible changes
- 2017 Priorities: Review current status and assess progress
- Materials: Sustainable Morgan Hill handout

Break 3:00pm - 3:15pm

Continue Sustainable Morgan Hill 3:15pm - 4:30pm

- 2018 Priorities: Establish what they are

Summary of Day 1 & Prepare for Day 2 4:30pm - 4:45pm

Public Comment 4:45pm - 5:00pm

Saturday, January 27

Arrival & Continental Breakfast 8:30am - 9:00am

Set Day 2 Context 9:00am - 9:15am

- Review Friday's Discussion
- Preview agenda for the day

Public Comment 9:15am - 9:30am

Communications, Engagement & Branding Update 9:30am - 10:15am

- Maureen presents, followed by Council Q & A/discussion
- Materials: PowerPoint Presentation

Break 10:15am - 10:30am

Council Workshops 10:30am - 11:15am

- Discuss the frequency, length and topics
- What are Council preferences?
- Establish guidelines for Workshops going forward
- Materials: List of 2017 Council meetings

City Council Outside Agency Assignments

11:15am - 11:45am

- Review assignments
- Materials: List of 2018 Outside Agency assignments

Wrap Up and Next Steps

11:45am - 12:00pm

- Summarize key points, decisions and action items
- Conduct brief evaluation of the workshop
 - What worked well?
 - What could be improved for next time?

Close

12:00pm



Sustainable Morgan Hill Vision

Morgan Hill is a safe, inclusive, socially responsible, environmentally conscious, and economically sound community.

CITY COUNCIL ONGOING PRIORITIES

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

2018 STRATEGIC PRIORITIES

Community Engagement and Messaging

Economic Development and Telecommunications

Financial Stewardship

Infrastructure

Regional Initiatives

2018 STRATEGIC PRIORITIES:



Community Engagement and Messaging

The City of Morgan Hill will tell our story through outreach and by working closely with our community in presenting our vision, priorities, and financial needs, and by engaging citizens and business owners to find affordable and sustainable solutions. The City's communications, services, public spaces, and projects will embrace all community members as partners, encouraging public participation.



Economic Development and Telecommunications

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



Financial Stewardship

We will be financial stewards of the City's assets to ensure long-term fiscal sustainability. New revenue sources, including a possible tax measure, will be considered to fund increasing costs to deliver services and complete infrastructure projects. The City will closely manage its expenditures to maintain its general fund reserve. The labor contracts will be negotiated using the City's adopted Employee Compensation Guiding Principles.



Infrastructure

The City will review its streets, parks, and public facilities infrastructure needs to quantify the funding gap. We will identify potential funding options as ongoing revenue is insufficient to fund our vital community assets at a sustainable level without significantly impacting existing service levels that our community has come to expect. Morgan Hill will actively work with the Valley Transportation Agency, the County, and the State to secure funding for transportation projects and road maintenance. For High Speed Rail, we will strongly advocate for the route with the least impact on Morgan Hill.



Regional Initiatives

City Council and staff will focus on influencing regional decisions that benefit Morgan Hill. A regional approach will be employed to address many priorities, including but not limited to, homelessness, animal services, teen suicide, High Speed Rail, and land use (Catholic High School, Outdoor Sports Center, agricultural preservation, and city limits). This regional involvement will include partnering with the League of California Cities, Valley Transportation Authority, Caltrain, Santa Clara Valley Water District, Cities Association of Santa Clara County, the City of Gilroy, Santa Clara County, Morgan Hill Unified School District, the Local Agency Formation Commission, the Open Space Authority, and Silicon Valley Clean Energy to advance projects that further Sustainable Morgan Hill.



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Michelle Bigelow, Deputy City Clerk
APPROVED BY: City Manager

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

RECOMMENDATION(S)

1. Review and revise the City Council Appointments to Outside Agencies as necessary; and
2. Direct the City Clerk to notify the appropriate agencies of the updated assignments and update the Form 806 as necessary.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

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

2017 Strategic Priorities

High Speed Rail
Inclusiveness
Infrastructure
Regional Initiatives
Telecommunications

REPORT NARRATIVE:

The City Council is committed to actively participating in regional committees and agencies as an important way to influence decisions that benefit Morgan Hill. The City Council reviewed and discussed its appointments to outside agencies as a part of the City Council Goal Setting Advance on January 26th and 27th. The recommended changes are reflected in the attached City Council Appointments to Outside Agencies chart. The Appointments to Outside Agencies chart only includes appointments made by the City Council to outside agencies. It does not include appointments made by other agencies or organizations. The Mayor will make appointments, subject to Council approval.

Highlighted within the chart is the South County Joint Planning Advisory Committee. Council discussed their appointments and the purpose of the committee at the Goal Setting Workshop and advised that a discussion needs to be had as to the purpose and goals of the committee. Furthermore, staff recognizes that both the Morgan Hill Economic Development Commission and the Corporation Yard Commission are included in the chart of appointments, however both commissions will be dissolved.

Once the appointments are made, the City is required to post the FPPC Form 806 on its website. The Form 806 lists all the paid appointed positions to which an official can vote on the City's website including those assignments that do not receive a stipend. Staff requests that Council Members notify the City Clerk's Office immediately when new assignments are made and when there is compensation of \$250.00 or more in a 12-month period.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the City Council appointments to outside agencies.

ALTERNATIVE ACTIONS:

Not applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council reviewed its appointments to outside agencies at the City Council Goal Setting Advance on January 26th and 27th. The City Council reviews and confirms the assignments to outside agencies annually.

FISCAL AND RESOURCE IMPACT:

The time necessary to prepare and present this staff report is accommodated in the Council Services & Records Management Operating Budget. The level of City Council and staff resources necessary to actively participate in each outside assignment varies with some requiring a significant amount of time.

CEQA (California Environmental Quality Act):

The preparation of the City Council assignments to outside agencies is an administrative task and as such, is not a project.

LINKS/ATTACHMENTS:

1. Council Member Assignments to Committees 2018 DRAFT

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Countywide	<u>Santa Clara County Library District Joint Powers Authority</u> 1370 Dell Avenue Campbell, CA 95008 Cynthia Rios Garcia, Secretary CRiosGarcia@sccl.org (408) 293-2326, ext. 3090 https://www.sccl.org/About/Governance/JPA-Board-Meetings	Oversees operations of County-wide library services. Cities of Campbell, Cupertino, Gilroy, Los Altos, Los Altos Hills, Milpitas, Monte Sereno, Morgan Hill & Saratoga.	Meets 4 times per year typically on the 4 th Thursday of month; 1:30 - 3:30 pm 1370 Dell Avenue Campbell, CA 95008	(P) Tate (A) Jachimowicz	
Environmental	<u>Ad-Hoc Advisory Committee on South Flow Arrivals</u> 1701 Airport Blvd. Suite B-1130 San Jose, CA 95110 Matthew Kazmierczak mkazmierczak@sjc.org (408) 392-3640 http://www.flysanjose.com/Ad-Hoc_Advisory_Committee	Gather input, concerns, and comments from the public on the south flow issues; identify and discuss possible options to address this procedure's noise impacts; and recommend potential "feasible" options for FAA consideration.	Meets monthly on Fridays at 1:00 pm (January 2018 through June 2018) City of San Jose Council Chamber or Committee Room 200 East Santa Clara Street	(P) Spring (A) Carr	

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Environmental	<u>Santa Clara Valley Habitat Agency</u> <u>Governing Board</u> 535 Alkire Avenue, Suite 100 Morgan Hill, CA 95037 Ed Sullivan, Executive Officer Edmund.sullivan@scv-habitatagency.org (408) 779-7261 https://scv-habitatagency.org/31/Governance-Policies	Serves as governing body for JPA and makes all decisions except those delegated to the Implementation Board Staff.	Quarterly, 3 rd Thursday 3:00 pm - 5:00 pm Morgan Hill City Council Chamber 17555 Peak Avenue	(P) Tate (P) Constantine (A) Spring (A) Jachimowicz	
Environmental	<u>Santa Clara Valley Habitat Agency</u> <u>Implementation Board</u> 535 Alkire Avenue, Suite 100 Morgan Hill, CA 95037 Ed Sullivan, Executive Officer Edmund.sullivan@scv-habitatagency.org (408) 779-7261 https://scv-habitatagency.org/31/Governance-Policies	Makes recommendations to the Governing Board regarding fees and budget, appoints executive officers and hiring of other agency personnel, services and equipment, makes decision regarding real property acquisition and makes recommendations to the executive officers regarding grants and other funding.	Bi-Monthly, 3 rd Thursday 3:00 pm - 5:00 pm Morgan Hill City Council Chamber 17555 Peak Avenue	(P) Constantine (A) Spring (A) Jachimowicz (P) Leslie Little (A) Jennifer Carman	

Attachment: Council Member Assignments to Committees 2018 DRAFT (1614 : Outside Appointments)

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Environmental	<u>Silicon Valley Clean Energy Authority</u> 333 W. El Camino Real, Suite 290 Sunnyvale, CA 94087 Andrea Pizano andreap@svcleanenergy.org (408) 721-5301 x.1005 https://www.svcleanenergy.org/board	The JPA created to collectively study, promote, develop, conduct, operate, and manage energy supply and efficiency programs related to the provision of clean power.	2 nd Wednesday of the month 7:00 pm Cupertino City Hall 10350 Torre Ave	(P) Tate (A) Tony Eulo	
Flood Control	<u>Pajaro River Watershed Flood Prevention Authority</u> PO Box 809 Marina, CA 93933 Ana Flores Regional Analysis & Planning Services aflores@ambag.org (831)883-3750 ext. 300 http://www.pajaroriverwatershed.org	Identify, evaluate, fund and implement environmentally sound flood prevention and control strategies in the Pajaro River Watershed, on an intergovernmental, cooperative basis as required by the Pajaro River Watershed Flood Prevention Authority Act.	Meet bi-monthly 1 st Friday 9:00 am Meeting locations alternate between the Cities of Gilroy, Hollister, Salinas & Watsonville	(P) Spring/Carr (non-voting member)	Chris Ghione, Interim Deputy City Manager

Attachment: Council Member Assignments to Committees 2018 DRAFT (1614 : Outside Appointments)

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Flood Control	<u>Santa Clara Valley Water District Elected Officials Quarterly Meeting (Llagas Creek PL 566)</u> 5750 Almaden Expressway San Jose, CA 95118-3686 (mailing address) Michelle King, Clerk of the Board board@valleywater.org (408) 265-2600	Specifically address Llagas Creek flooding and PL 566 legislation.	Quarterly on Fridays 10:00 am Morgan Hill City Hall, Grand Conference Room 17575 Peak Ave	(P) Tate (P) Carr (A) Spring	Christina Turner, City Manager Chris Ghione, Interim Deputy City Manager
Housing	<u>Santa Clara County Housing & Community Development Advisory Committee (HCDAC)</u> Office of Supportive Housing 3180 Newberry Drive, Ste 150 San Jose, CA 95118 Tracy Cunningham, Management Analyst Tracy.cunningham@hhs.sccgo.org (408) 793-0560	The role of the HCD Advisory Committee is to be the policy-recommending body to the Board of Supervisors on the planning, implementation, monitoring, and evaluation of the Urban County HCD Program. The Committee guides the development of a coordinated housing and community development plan and hears project proposals, reviews staff recommendations, and makes recommendations to the Board of Supervisors for final approval and forwarding to HUD.	4 Meetings per year 70 West Hedding Street, 1 st Floor Board Chambers	(P) Jachimowicz (A) Carr (P) Laura Gonzales-Escoto, Citizen Representative	Rebecca Garcia, Housing Manager

Attachment: Council Member Assignments to Committees 2018 DRAFT (1614 : Outside Appointments)

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Land Use/ Transportation NEEDS TO BE EVALUATED	<u>South County Joint Planning Advisory Committee</u> Santa Clara Co. Planning Office 70 W. Hedding, E Wing, 7 th Floor San José, CA 95110	Cities of Gilroy & Morgan Hill, County of Santa Clara and unincorporated area of San Martin addressing issues re: land use planning of regional significance. Staff coordination rotates between the three sponsoring organizations, Gilroy, Morgan Hill, and Santa Clara County.	Quarterly, 2nd Thursday 7:00 pm	(P) Spring (A) Carr Joseph Mueller, Planning Commissioner Dennis Delisle, Citizen Representative _____, Citizen Representative	Jennifer Carman, Community Development Director Rob Eastwood, County of Santa Clara Kristi Abrams, City of Gilroy

Attachment: Council Member Assignments to Committees 2018 DRAFT (1614 : Outside Appointments)

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Local Partnership	<u>City-School Liaison Committee</u> Morgan Hill Unified School District; 15600 Concord Circle or City of Morgan Hill 17575 Peak Avenue Morgan Hill, CA 95037-4128 Jayne Giangreco, Secretary to the Superintendent, MHUSD giangrecoj@mhusd.org (408) 201-6001 Michelle Wilson, Deputy City Clerk Michelle.wilson@morganhill.ca.gov (408) 310-4678 http://mhusd.org/board-of-education/cityschool-liaison-committee/	To facilitate communication between the City and School District on issues of common concern.	Every other month, typically on Fridays 9:00 am Meetings alternate between the City of Morgan Hill City Hall 17575 Peak Ave and the Morgan Hill Unified School District Office 15600 Concord Cir	(P) Carr (P) Tate (A) Constantine	Christina Turner, City Manager David Swing, Police Chief Chris Ghione, Interim Deputy City Manager
Regional Government	<u>Association of Bay Area Governments (ABAG)</u> <u>General Assembly Meeting</u> 375 Beale Street San Francisco Fred Castro, Clerk of the Board fcastro@bayareametro.gov (415) 820-7913 https://abag.ca.gov/overview/ga.html	Council of governments representing Cities & Counties in the Bay Area; a comprehensive planning agency addressing regional social, environmental and economic issues.	Meets annually, usually in April Location varies	(P) Jachimowicz (A) Tate	(P) Leslie Little, Assistant City Manager for Community Development (A) Jennifer Carman, Community Development Director

Attachment: Council Member Assignments to Committees 2018 DRAFT (1614 : Outside Appointments)

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Regional Government	<u>Cities Association of Santa Clara County Board</u> PO Box 1079 Los Gatos, CA 95031 Andi Jordon, Executive Director andi@citiesassociation.org (408) 766-9534 http://citiesassociation.org/about-us.php	Promotes cooperation, represents the mutual interest, and presents a unified voice for the fifteen cities of Santa Clara County; each city in Santa Clara County appoints the Mayor or a Council Member to the Board of Directors; advocates for positive action to enhance the quality of life for the people of our county.	Monthly 2nd Thursday 7:00 pm 456 W. Olive Ave Sunnyvale	(P) Tate (A) Constantine Mayor Pro Tem is the Alternate	None, unless Morgan Hill serves as President, then City Manager
Regional Government	<u>Cities Association of Santa Clara County Board City Selection Committee</u> PO Box 1079 Los Gatos, CA 95031 Andi Jordan, Executive Director andi@citiesassociation.org (408) 766-9534 http://citiesassociation.org/about-us.php	Committee makes recommendations on appointments to regional and countywide organizations.	Meets as needed before the Cities Association Board Meeting 456 W. Olive Ave Sunnyvale	(P) Tate (A) Constantine Mayor Pro Tem is the Alternate	
Regional Government	<u>League of California Cities Peninsula Division</u> Seth Miller P.O. Box 5630 San Francisco, CA 94080 sethl_miller@yahoo.com (415) 595-8629 http://www.cacities.org/Member-Engagement/Regional-Divisions/Peninsula	Comprised of the 36 cities from San Francisco to Gilroy, division members work together to enhance the quality of life in our communities, our region and our state.	4 meetings per year, typically in: February April July September special meetings added as needed	(P) Jachimowicz (A) Constantine	

Attachment: Council Member Assignments to Committees 2018 DRAFT (1614 : Outside Appointments)

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Transportation	<u>Caltrain Local Policy Maker Group</u> 1250 San Carlos Avenue San Carlos, CA 94070 (650) 508-6200 Casey Fromson fromsonc@samtrans.com (650) 508-6493 http://www.caltrain.com/projects/plans/CaltrainModernization/Meetings.html	Advisory group, comprised of elected officials and provides a formal venue to facilitate local input and guidance on the Caltrain Modernization Program.	Monthly 4 th Thursday 6:00 pm Edward J. Bacciocco Auditorium, Second Floor 1250 San Carlos Ave	(P) Carr (A) Tate	Leslie Little, Assistant City Manager for Community Development Tiffany Brown, Associate Planner
Transportation	<u>Comprehensive County Expressway Planning Study Policy Advisory Board</u> Santa Clara County Roads and Airports 101 Skyport Drive San Jose, Ca 95110-1302 Ellen Talbo ellen.talbo01@rda.sccgov.org (408) 573-2462 http://sccgov.igm2.com/citizens/default.aspx?	Provides an elected officials' forum for policy input to the <i>Expressway Plan 2040</i> – a long range plan for the improvement and maintenance of the eight County expressways and the Santa Teresa-Hale Corridor. All areas of need are included: capacity and operational improvements, signal operations, high-occupancy vehicle (HOV) lanes, bicycle and pedestrian improvements, finishing elements, and ongoing operating and maintenance needs and funding strategy recommendations.	As needed 70 West Hedding Street, 1 st Floor Board Chambers	(P) Spring (A) Tate	Scott Creer, Deputy Director for Engineering

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Transportation	<u>Santa Clara Valley Transportation Authority (VTA) Policy Advisory Committee (PAC)</u> 3331 North First Street, Building B-1 st Floor San Jose, CA 95134-1927 Steven Flynn Advisory Committee Coordinator Elaine Baltao, Board Secretary Board.secreatary@vta.org (408) 321-5680 http://www.vta.org/get-involved/advisory-committee/policy-advisory-committee-pac	Advises the Authority Board of Directors on policy matters relating to transportation and congestion management. <i>Board Member cannot serve on the PAC.</i> <i>(Note: participation is State-mandated)</i>	Monthly, 2 nd Thursday 4:00 pm VTA River Oaks Campus 1331 N. 1 st Street Room B-104 San Jose	(P) Constantine (A) Spring	Scott Creer, Deputy Director for Engineering David Gittleson, Associate Engineer
Transportation	<u>Santa Clara Valley Transportation Authority (VTA) MG - Group 4</u>	Cities of Morgan Hill and Gilroy, advises the PAC (see above) on transportation policy and funding issues.	Tuesday before each Thursday Board meeting, 9:00 am Morgan Hill City Hall 17575 Peak Ave	(P) Carr (A) Tate (A) Constantine	Christina Turner, City Manager Chris Ghione, Interim Deputy City Manager

Attachment: Council Member Assignments to Committees 2018 DRAFT (1614 : Outside Appointments)

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Transportation	<u>Santa Clara Valley Transportation Authority (VTA) Board of Directors</u> 3331 North First Street San Jose, CA 95134-1906 Elaine Baltao, Board Secretary board.secretary@vta.org (408) 321-5680 http://www.vta.org/get-involved/board-of-directors	Reviews issues relating to transportation and congestion management.	Monthly, 1 st Thursday 5:30 pm County Government Center 70 W. Hedding St. San Jose	(P) Carr (A) Dan Harney (Gilroy) <i>(Alternates between MH and Gilroy every couple years)</i>	Scott Creer, Deputy Director for Engineering David Gittleson, Associate Engineer
Water/Wastewater	<u>Santa Clara Valley Water Commission</u> 5750 Almaden Expressway San Jose, CA 95118-3686 (mailing address) Glenna Brambill gbrambill@valleywater.org (408) 630-2408	Advises the District on water supply, legislative issues and integrated water resource management. <i>(Note: Most issues relate to imported water; Morgan Hill is 100% ground water)</i>	12:00 pm-2:00 pm January April July October Santa Clara Valley Water District Headquarters Building Boardroom 5700 Almaden Expressway, San Jose	(P) Constantine (A) Carr	Dan Repp, Deputy Director for Utilities Services <u>or</u> Chris Ghione, Interim Deputy City Manager <i>(Note: Staff member serves as alternate)</i>

Attachment: Council Member Assignments to Committees 2018 DRAFT (1614 : Outside Appointments)

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
Water/Wastewater	<u>South County Regional Wastewater Authority (SCRWA) Board Meeting</u> 1500 Southside Drive Gilroy, CA 95020 Gina Bonnell Gina.bonnell@ch2m.com Secretary/Clerk of the Board (408) 848-0480 http://www.ci.gilroy.ca.us/561/South-County-Regional-Wastewater-Authority	The South County Regional Wastewater Authority established by Joint Powers Agreement (Cities of Gilroy & Morgan Hill) to provide common authority relating to Joint Wastewater Gilroy/Morgan Hill Sewage Treatment Plant located in Gilroy.	1 st Wednesday of the Month 8:00 am 1500 Southside Drive Gilroy	(P1) Carr (P2) Spring (A) Constantine (A) Jachimowicz (A) Tate	Dan Repp, Deputy Director for Utilities Services <u>or</u> Chris Ghione, Interim Deputy City Manager Christina Turner, City Manager
Water/Wastewater	<u>Joint Water Resource Committee</u> 5750 Almaden Expressway San Jose, CA 95118-3686 (mailing address) Garth Hall Garth.hall@valleywater.org (408) 630-2750 http://www.valleywater.org/About/CitiesofGilroyMorganHill.aspx	Advance South County Water interests. This joint committee is made up of two City Council members each from Morgan Hill and Gilroy, and two Santa Clara Valley Water District (SCVWD) Board members. The members from the two cities will also represent the South County Regional Wastewater Authority (SCRWA). Policy matters to be discussed include recycled water, groundwater, and long-term water resource planning.	Meetings follow SCRWA Board Meetings - 1 st Wednesday of the month 8:30 am 1500 Southside Drive Gilroy	(P1) Carr (P2) Spring (A) Constantine (A) Jachimowicz (A) Tate	Christina Turner, City Manager Chris Ghione, Interim Deputy City Manager

Attachment: Council Member Assignments to Committees 2018 DRAFT (1614 : Outside Appointments)

CITY COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES

Category	AGENCY NAME	PURPOSE	MEETS	DELEGATES (P=Primary) (A=Alternate)	STAFF REP/S (If applicable)
To be dissolved	<u>Corporation Yard Commission</u> Morgan Hill Unified School District 15600 Concord Circle Morgan Hill, CA 95037 (408) 201-6001 (Jayne Giangreco, Secretary to the Superintendent) Kirsten Perez, Assistant Superintendent, Business Services Morgan Hill Unified School District (408) 201-6052 perezk@mhusd.org	Established by Joint Powers Agreement (City of Morgan Hill and Morgan Hill Unified School District) for the purpose of operating the Corporation Yard. Membership consists of 2 City Council Members, 2 School District Board Members, and one citizen representative of the public at large.	Annually and as needed		
To be dissolved	<u>Morgan Hill Economic Development Corporation</u> 17450 B Monterey Road Morgan Hill, CA 95037 Michelle Wilson, Deputy City Clerk (408) 310-4678 Michelle.wilson@morganhill.ca.gov	The Morgan Hill Economic Development Corporation was established to provide physical, economic and educational development, redevelopment, and revitalization efforts with the City of Morgan Hill.	4 th Wednesdays of the month 5:00 pm (Location subject to change)		



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Anthony Eulo, Program Administrator

APPROVED BY: City Manager

ORDINANCE ESTABLISHING ADMINISTRATIVE HEARING PROCESS FOR HAZARDOUS VEGETATION CHARGES

RECOMMENDATION(S)

1. Open/Close public hearing;
2. Waive first and second reading of the ordinance; and
3. Introduce ordinance establishing an administrative hearing process to annually consider hazardous vegetation abatement charges.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety

Protecting the Environment

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

The purpose of this report is to provide the City Council with an opportunity to consider and adopt an ordinance establishing an administrative hearing process to determine hazardous vegetation abatement program charges.

The City has long contracted with Santa Clara County to administer the hazardous vegetation abatement program. This program, which is primarily funded by charges placed upon properties in the program, has protected the community for over 20 years by reducing hazardous vegetation. The existing program comes to the City Council three times annually on the following schedule:

- *December:* An annual resolution declaring hazardous vegetation a nuisance and setting the public hearing for program commencement;
- *Late January/Early February:* A public hearing providing property owners with an opportunity to protest the inclusion of their property in the program; and
- *Late July/Early August:* A public hearing providing property owners with an opportunity to comment or protest the charges recommended to be imposed on their property and related resolutions approving the recommended charges. Once the Council adopts the resolutions at this meeting, the charges are forwarded by County program staff to the County Assessor for the imposition of the fees on the related property tax bills.

At its July 2017 annual public hearing considering hazardous vegetation program charges, the City Council asked staff to evaluate if there are options available for an administrative process that would work better than the current public hearing. Staff developed four options for Council consideration and presented them to the Council on December 5, 2017. The recommended ordinance (attached “redline” form) reflects the direction that the Council provided on December 5 to prepare an ordinance that relies on a County Administrative Hearing to consider protests to the program charges list that is developed at the conclusion of the abatement work.

In addition to the Administrative Hearing specified in the proposed ordinance, staff will convene a local “prehearing” meeting in Morgan Hill to provide property owners with a local option to gather specific information about the work performed, share their perspective about the work performed, and contest program charges in an informal setting. Any property owners not satisfied with the result of the prehearing will be welcome to protest formally at the County Administrative Hearing.

If the proposed ordinance is approved, the specific schedule for the 2018 program will be:

- *December 5, 2017:* An annual resolution declaring hazardous vegetation a nuisance and setting the public hearing for program commencement;
- *February 7, 2018:* A public hearing providing property owners with an opportunity to protest the inclusion of their property in the program; and
- *Mid – Late July:* The “prehearing” meeting will be held in Morgan Hill providing property owners with a relatively informal opportunity to learn about and comment on the charges recommended to be imposed on their property and the further administrative remedy available to them at the County Administrative Hearing. After considering the input of affected property owners, City and County staff may reduce proposed program charges.
- *Late July/Early August:* The County Administrative Hearing will be held providing property owners with an opportunity to further comment or protest the charges recommended to be imposed on their property. Once the Administrative Hearing Officer makes a determination on the proposed charges, the charges will be forwarded by County program staff to the County Assessor for the imposition of the fees on the related property tax bills.

COMMUNITY ENGAGEMENT: Inform

Staff will inform property owners about any changes in the process for the 2018 program.

ALTERNATIVE ACTIONS:

The Council could make amendments to the proposed ordinance or could provide additional direction to staff to bring back an amended ordinance, or decide to take no action on the ordinance with the intention of not modifying the current process.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Considering hazardous vegetation program charges is an annual activity of the Council. After the Council's last public hearing, staff was asked to develop options for an administrative process. The Council considered options and instructed staff to develop the attached ordinance which implements the Council's selected approach.

FISCAL AND RESOURCE IMPACT:

There are no significant fiscal impacts anticipated from the ordinance and no adjustment to the adopted budget is requested. Administering the current program is included in the work program of the Community Services and Fire Departments. Convening a prehearing will create a small amount of additional work that can be absorbed into the workloads of existing staff.

CEQA (California Environmental Quality Act):

Not a Project

Since this item relates solely to an administrative process of the City and will not impact nor result in physical changes to the environment, it is not a project in accordance with the CEQA Guidelines.

LINKS/ATTACHMENTS:

1. Ordinance Updating Weed Abatement Municipal Code REDLINE

ORDINANCE NO. XXX, NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL
AMENDING CHAPTER 8.20 (“WEED ABATEMENT”) OF
TITLE 8 (“HEALTH AND SAFETY”) OF THE MORGAN
HILL MUNICIPAL CODE**

WHEREAS, The abatement of weeds is an essential fire prevention measure required to protect the health and safety of Morgan Hill residents; and

WHEREAS, The City has cooperatively administered a weed abatement program with the County of Santa Clara for decades; and

WHEREAS, The City Council has determined that an administrative hearing is an appropriate forum to answer questions or consider protests of weed abatement program charges; and

WHEREAS, This ordinance will codify the changes needed in the Morgan Hill Municipal Code to utilize an administrative hearing in the future to answer questions and consider protests of weed abatement program charges.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, THE CITY COUNCIL OF THE CITY OF MORGAN HILL, CALIFORNIA DOES ORDAIN AND ENACT AS FOLLOWS:

Section 1. Declaration of Purpose and Intent.

The purpose of this Ordinance is to amend Chapter 8.20 of the City of Morgan Hill Municipal Code to specify that an administrative hearing shall be used to consider protests of weed abatement program charges instead of a City Council Public Hearing; and to amend the Municipal Code to clearly and officially allow the City to use a contracted program administrator as has been the City’s practice.

Section 2. CEQA Exemption

The city finds that this Ordinance and actions taken hereafter pursuant to this Ordinance are categorically exempt from environmental review under the California Environmental Quality Act pursuant to California Code of Regulations, Title 21, Section 15304(i) (Minor Alterations to Land – Fuel Management Activities)

Section 3. Chapter 8.20 (“Weed Abatement”) of Title 8 (“Health and Safety”) of the Morgan Hill Municipal Code is hereby amended in its entirety to read as follows:

-----Redline starts here -----

“Chapter 8.20 - WEED ABATEMENT

8.20.010 - Weeds defined.

8.20.020 - Duty to remove.

8.20.030 - Council resolution declaring nuisance.

8.20.040 - Notice to destroy weeds—Form.

8.20.050 - Order to abate nuisance.

8.20.060 - Account and report of cost.

8.20.070 - Posting and publishing notice of report.

8.20.080 - Notification of property owner.

8.20.090 - Owner to notify city of improvements.

8.20.100 - Hearing and confirmation.

8.20.110 - Collection of assessment.

8.20.120 - Weed Abatement Program.

8.20.010 - Weeds defined. "Weeds," as used in this chapter, means all weeds growing upon streets, alleys, sidewalks or private property in the city and includes any of the following:

A. Weeds which bear or may bear seeds of a downy or wingy nature;

B. Weeds and indigenous grasses which may attain such large growth as to become, when dry, a fire menace to adjacent improved property;

C. Weeds which are otherwise noxious or dangerous;

D. Poison oak and poison ivy when the conditions of growth are such as to constitute a menace to the public health;

E. Accumulation of garden refuse, cuttings and other combustible trash.

8.20.020 - Duty to remove.

Every property owner shall remove or destroy such weeds from his/her property, and in the abutting half of any street or alley between the lot lines as extended. No owner, agent, lessee or other person occupying or having charge or control of any building, lot or premises within the city shall permit weeds to remain upon the premises, or public sidewalks or streets or alleys between such premises and the centerline of any public street or alley.

8.20.030 - Council resolution declaring nuisance.

Whenever any such weeds are growing upon any private property or properties or in any street or alley within the city, the city council shall pass a resolution listing those properties with weeds

thereon, and the owners thereof, declaring this condition to be a nuisance and ordering the chief of the fire department or designee, who may be a contracted program administrator, to give notice of the passage of such resolution by posting and publication in the manner and for the time set forth in this chapter, and stating therein that, unless such nuisance is abated without delay by the destruction or removal of such weeds, the work of abating such nuisance will be done by city authorities or by a contractor or subcontractor employed to do so by the city; and the expense thereof assessed upon the lots and lands from which, and/or in the front and rear of which, such weeds shall have been destroyed or removed. Such resolution shall fix the time and place for hearing any objections to the proposed destruction or removal of such weeds.

8.20.040 - Notice to destroy weeds—Form.

The notice shall be in substantially the following form:

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on _____, pursuant to the provisions of Section 8.20.030 of the Morgan Hill Municipal Code ("MHMC"), the City Council of the City of Morgan Hill ("City") passed a resolution declaring that all weeds growing upon any private property or in any public street or alley, as defined in MHMC Section 8.20.010, constitutes a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall, without delay, remove all such weeds from their property, and the abutting half of the street in front and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by City authorities or the City's contracted administrator, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of the City Council of the City, to be held in the Council Chambers located at 17555 Peak Avenue, Morgan Hill on _____, at _____ A./P.M., when and where their objections will be heard and given due consideration.

Dated this _____ day of _____, 20 _____

Chief of Fire Department

City of Morgan Hill

8.20.050 - Order to abate nuisance.

The council shall by resolution order the chief of the fire department or designee to abate such nuisance, or cause the same to be abated, by having the weeds referred to, destroyed or removed by cutting, digging, chemical spraying or any other method as may be determined by the chief of

~~the fire department or designee city council.;~~ and ~~the~~ The chief of the fire department and his/her deputies, assistants, employees, contracting agents, or other representatives are expressly authorized to enter upon private property for that purpose. Any property owner shall have the right to destroy or remove such weeds himself/herself, or have the same destroyed or removed at his/her own expense; provided, that such weeds shall have been removed prior to the arrival of the chief of the fire department or his/her authorized representatives to inspect for or remove them.

8.20.060 - Account and report of cost.

The chief of the fire department or his/her designee shall keep an account of the cost of abating such nuisance and embody such account in a report and assessment list to the city ~~council, which shall be filed with the city clerk.~~ Such report shall refer to each separate lot or parcel of land by description sufficient to identify such lot or parcel, together with the expense proposed to be assessed against each separate lot or parcel of land. The expense shall include ~~an~~ any additional charges necessary to pay for the costs of administering the program. ~~of thirty five percent of the actual cost of doing the work to reimburse the city for publication and administrative costs incurred in carrying out the provisions of this chapter. Future changes to the administrative fee for weed abatement charges can be made by council resolution.~~

8.20.070 - Posting and publishing notice of report.

The city clerk shall post copies of such report and assessment list on the bulletin board located at the Council Chambers at 17555 Peak Avenue, Morgan Hill, together with the notice of the posting thereof, and of the time and place when and where it will be submitted to the ~~city council~~ administrative hearing officer for hearing and confirmation, notifying property owners that they may appear at such time and place and object to any matter contained therein. A like notice shall also be published twice in a newspaper of general circulation, published, and circulated within the city. The posting and first publication of such notice shall be made and completed at least ten days before the time such report shall have been submitted to the ~~city council~~ administrative hearing officer. The notice, as so posted and published, shall be substantially in the following form:

Notice of Hearing on Report and Assessment for Weed Abatement

NOTICE IS HEREBY GIVEN that on _____, the chief of the fire department of the City of Morgan Hill ("City"), filed with the City ~~Clerk~~ a report and assessment on abatement of hazardous vegetation within the City, copies of which are posted on the bulletin board in the front office of the Council Chambers at 17555 Peak Avenue, Morgan Hill, California.

NOTICE IS FURTHER GIVEN that on _____, at the hour of _____ A./P.M., in the ~~Council Chambers~~ _____ located at ~~17555 Peak Avenue, Morgan Hill,~~ _____ said report and assessment list shall be presented to the ~~City Council~~ Administrative Hearing Officer for consideration and confirmation, and

that any and all persons interested, having any objections to said report and assessment list, or to any matter or thing contained herein, may appear at said time and place and be heard.

Dated this _____ day of _____, 20 _____.

City Clerk

City of Morgan Hill

8.20.080 - Notification of property owner.

A. In addition to the posting and publication required by Section 8.20.070 of this chapter, an additional notice entitled "Notice to Destroy Weeds" in words not less than one inch in height shall be conspicuously posted in front of the property on which or in front of which the nuisance exists, or if the property has no frontage upon any street or highway, then upon the portion of the property nearest to the street or public right-of-way, and most likely to give actual notice to the owner. Beneath the words "Notice to Destroy Weeds" shall be a reference in smaller print to the resolution passed pursuant to Section 8.20.030 of this chapter.

B. As an alternate to actual posting of the property as set forth in subsection A of this section, the chief of the fire department or designee may mail by first-class mail, a copy of the notice provided for in Section 8.20.070 of this chapter, to the property owner on whose property the nuisance exists. "Property owner" means the person or persons to whom the land in question is assessed in the last equalized county assessment roll available on the date of the resolution of the city council was passed pursuant to Section 8.20.030 of this chapter. The posting or mailing shall be done ten days before the hearing date before the city council. Service by mail shall be deemed complete at the time of deposit in the U.S. mail.

C. In circumstances where no valid mailing address can be located, a copy of the notice provided for in Section 8.20.070 of this chapter shall be posted on the property in a conspicuous place at or near the entrance to such property. In addition, the " the notice provided for in Section 8.20.070 of this chapter shall be mailed by certified mail with return receipt requested to the last known address of the owner and current occupant of the property (if such can be ascertained).

D. The failure of the property owner to receive such notice shall not affect the validity of the proceedings under this chapter.

8.20.090 - Owner to notify City of improvements.

A. The owner, agent, lessee or other person occupying or having charge or control of any building, lot or premises within the city who permits weeds to remain on the premises in violation of Section 8.20.020 of this chapter, shall give written notice to the fire chief or his/her identified designee of any improvements which have been placed on the premises. The notice shall include all subsurface

improvements, together with all surface improvements for which a building permit has not been issued, including, but not necessarily limited to, boundary and survey markers, pipes and accessories, crops, and plantings.

B. The notice of improvement shall be submitted each year not later than thirty days subsequent to the time set forth the hearing, pursuant to Section 8.20.040 of this chapter, by the owner, agent, lessee or other person occupying or having charge or control of any building, lot or premises.

C. The failure to give such notice shall constitute a waiver of any right for damages resulting from injury to such improvements resulting from the acts of the City and its authorized representative who enters upon such property to remove or destroy weeds. This section shall not be construed to subject the city or its representatives to any liability where none should exist, in the absence of these provisions.

8.20.100 - Hearing and confirmation.

A. At the time and place fixed for receiving and considering such report, the ~~city council~~administrative hearing officer shall hear the same together with any objections which may be raised by any of the property owners liable to be assessed for the work of abating such nuisance, and the chief of fire department or his/her designee shall attend such meeting with his/her record thereof, and upon such hearing, the ~~council~~administrative hearing officer may make such modifications in the proposed assessment therefor as ~~it~~he/she may deem necessary, after which such report and assessment list shall be confirmed ~~by resolution~~.

B. The amount of the cost of abating such nuisance upon, or in the front or rear of, the various lots or parcels of land respectively referred to in such report, shall constitute special assessments against such respective lots or parcels of land, and after thus made and confirmed, shall constitute a lien on such property for the amount of such assessments, until paid.

8.20.110 - Collection of assessment.

A. The director of finance ~~or~~designee shall cause the amount of the assessment to be entered on the city assessment roll opposite the description of the particular property, and the amount shall be collected together with all other taxes thereon upon the property. Thereafter, such amounts shall be collected at the same time and in the same manner as general city taxes are collected and shall be subject to the same penalties and interest, and the same procedure and sale in case of delinquency as provide for city taxes. All laws and ordinances applicable to the levy, collection, and enforcement of city taxes are made applicable to such special assessment.

B. The property owner has the option, if he/she so desires of paying the assessment directly to the collector's office before the entry on the assessment roll.

8.20.120 - Weed Abatement Program.

Upon passage of the resolution by city council under section 8.20.030 of this chapter, the property owner shall be placed into the city's Weed Abatement Program. Once in the Weed Abatement Program, a property owner is only removed from the Program once one of the following conditions

occurs: 1) the property is determined, during an inspection, to be free of weeds as defined in this chapter for three (3) consecutive years, 2) the property is developed or landscaped to remove the threat of weeds as defined by this chapter, or 3) the city council determines, at a public hearing confirming the properties to be included in the program as held in conformance with section 8.20.070, that the property owner should be removed from the Program.

-----Redline ends-----

Section 4. Severability

If any section, subsection, sentence, clause or phrase in this Ordinance is for any reason held invalid, the validity of the remainder of the Ordinance will not be affected. The city council hereby declares it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses, or phrases or is declared invalid.

Section 5. Effective Date; Posting.

This ordinance shall take effect on March 24, 2018. The City Clerk is hereby directed to publish this ordinance pursuant to §36933 of the Government Code.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 7TH DAY OF FEBRUARY 2018, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 21ST DAY OF FEBRUARY 2018, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

APPROVED:

STEVE TATE, Mayor

ATTEST:

IRMA TORREZ, City Clerk

DATE: _____

Effective March 24, 2018

❧ CERTIFICATION ❧

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. xxxx, New Series, adopted by the City Council of the City of Morgan Hill, California at its regular meeting held on the 21st day of February 2018.

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

DATE: _____

IRMA TORREZ, City Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Anthony Eulo, Program Administrator
APPROVED BY: City Manager

AUTHORIZE THE COUNTY TO COMMENCE 2018 HAZARDOUS VEGETATION ABATEMENT

RECOMMENDATION(S)

1. Open/Close public hearing;
2. Adopt Resolution A authorizing Santa Clara County to commence hazardous vegetation abatement activities on the attached list; and
3. Adopt Resolution B authorizing Santa Clara County to commence hazardous vegetation abatement activities for the remaining parcels.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment

REPORT NARRATIVE:

On December 6, 2017, the Council adopted Resolution 17-092 declaring hazardous vegetation growing in the City of Morgan Hill to be a public nuisance. The Resolution further established February 7, 2018 as the date for a public hearing on properties proposed for inclusion in the 2018 Hazardous Vegetation Program (Program). Program notices (as attached) have been mailed to property owners in Morgan Hill whose properties have been identified as having, or potentially having, a problem with hazardous vegetation. In addition, notices of this public hearing have been published in the newspaper per Government Code Section 39566. The purpose of this hearing is to allow property owners to object to having their property in the 2018 Hazardous Vegetation Management Program and to have the City Council consider these objections. The list of properties in the Program has been posted at City Hall for over ten days prior to this public hearing.

The City controls the growth of hazardous vegetation under the authority set out in Chapter 8.20 of the Morgan Hill Municipal Code and in Government Code Sections 39560 and following. The City has a contract with the Santa Clara County Consumer and Environmental Protection Agency (Agency) which provides for abatement of the property if the property owner does not maintain the property as required. If the work is completed by the Agency's contractor, costs for the work are assessed to the property owner. Properties on the Hazardous Vegetation Program List have been inspected by Agency staff and have been found to have unsafe vegetation during the growing season. Once a property is added to the Program, it remains on the program for a

minimum of three years.

COMMUNITY ENGAGEMENT: Empower

The hazardous vegetation abatement program relies on a full range of community engagement approaches. Much of it begins when the County Program or City Fire Department informs a property owner that a hazardous situation has been observed on their property. As noted in the attached packet mailed to the property owners, each property owner is given several months during which he or she may consult and work together with Program staff to understand the situation and the needed remedies. Ultimately, each property owner is invited and empowered to remedy the situation themselves in order to minimize their program charges while maintaining public safety. In addition, many of the properties on the original list are placed on the list as a result of a complaint from a community member about a hazardous situation.

ALTERNATIVE ACTIONS:

The Council can choose to adopt the resolutions as presented or to exclude any of the properties on the list. In addition, the Council can choose to delay action on these resolutions. Delaying action could ultimately provide the affected property owners with less notice and time to plan for abating their hazardous vegetation.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council adopted the annual resolution in December. This hearing and the abatement schedule are consistent with the actions taken by the Council for over a decade. The Council is in the process of considering an ordinance to amend the protest process relating to the end of each year's abatement cycle. Regardless of the Council's decision on the proposed ordinance, the resolutions included in this report are unaffected by the ordinance and can proceed in order to commence this year's program.

FISCAL AND RESOURCE IMPACT:

The Hazardous Vegetation Program is user fee supported. The per-lot assessment includes costs for doing the weed and brush control work plus overhead County costs to administer the program. The City does not retain any revenues for this activity. In addition to charges for failed inspections and actual abatement work, an annual inspection fee of \$90 is charged to all property owners in the Program. These fees are communicated to the property owners when they are annually notified about the Program. The actual total charge per parcel will vary based on whether or not the property owner abated their own weeds and whether or not they did so before the County's inspection. The County returns the actual proposed assessment list to the City in the summer for Council consideration and adoption in July.

<i>Item</i>	<i>Current Fee</i>
Annual Inspection and Administration	\$90 annually
Failed Inspection (only charged if property fails inspection)	\$583

Abatement Administration (only charged if County abates weeds) \$576

As the County has found that its revenues in the past were not always adequate to support the program, the Board of Supervisors has adopted a fee schedule designed to achieve full cost recovery and has shifted ultimate fiscal responsibility to participating jurisdictions. If the County determines that program-wide revenues in a given year were insufficient to cover program-wide costs, the jurisdictions participating in the Program will be billed for their prorata share of the shortfall.

Administering this Program is an activity anticipated in the Community Services Department work program and budget.

CEQA (California Environmental Quality Act):

Categorical Exemption

These activities are categorically exempt from environmental review under the California Environmental Quality Act pursuant to California Code of Regulations, Title 21, Sections 15304 (Minor Alterations to Land) and 15308 (Actions by Regulatory Agencies for Protection of the Environment).

LINKS/ATTACHMENTS:

1. Resolution A Commencement
2. Resolution A Commencement List
3. Resolution B Commencement
4. Conflict
5. Communications Packet Mailed December 2017

RESOLUTION NO. XXX

A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL INSTRUCTING THE SANTA CLARA COUNTY CONSUMER AND ENVIRONMENTAL PROTECTION AGENCY TO ABATE NUISANCES ARISING OUT OF HAZARDOUS VEGETATION GROWING UPON LOTS OR IN FRONT OF PROPERTY IN THE CITY OF MORGAN HILL AS REQUIRED BY TITLE 8, CHAPTER 8.20 OF THE MORGAN HILL MUNICIPAL CODE

WHEREAS, pursuant to Title 8, Chapter 8.20 of the Morgan Hill Municipal Code, the City Council hereto adopted Resolution No. 17-092 declaring hazardous vegetation growing in the City of Morgan Hill to constitute a public nuisance; and

WHEREAS, a Public Hearing was held pursuant to Resolution No. 17-092 and Chapter 8.20 of the Morgan Hill Municipal Code in that time and manner required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morgan Hill authorizes as follows:

1. That the Santa Clara County Consumer and Environmental Protection Agency (Agency) is hereby ordered to abate the nuisance or cause the same to be abated by having the vegetation destroyed by cutting, discing or any other method as may be determined by the Agency for the properties on the attached list excluding the properties struck out.
2. That any property owner shall have the right to destroy or remove at his or her expense prior to removal of said vegetation by the Agency.
3. That the Agency shall keep an account of the cost of removing said vegetation and document such account in a report and assessment list, and file the same with the City Clerk. Such report shall refer to each separate lot or parcel of land, together with the expense of removal of hazardous vegetation therefrom.

PASSED AND ADOPTED by the City Council of Morgan Hill on this 7th day of February 2018 by the following vote:

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

Date: _____

Steve Tate, Mayor

Attachment: Resolution A Commencement (1597 : 2018 Weed Abatement Commencement)

∞ CERTIFICATION ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. XXXX, adopted by the City Council at its meeting held on February 7, 2018.

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

DATE: _____

Irma Torrez, City Clerk

**2018 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MORGAN HILL**

Situs	APN				CITY/STATE		
0	MONTEREY	RD 725-01-018	LUCKYSHING LLC	950 3RD ST	SAN JOSE	CA	95112-5839
0	LAUREL	RD 726-01-008	TRI POINTE HOMES INC	2010 CROW CANYON PL	SAN RAMON	CA	94583
	DIANA	AVE 726-02-007	TSAI YOUNG H & SO M ET AL	3 FERRAND	NEWPORT COAST	CA	92657
	NO SITUS	726-02-016	HUNG WEN JUNG	179 CUESTA DE LOS GATOS	LOS GATOS	CA	95032
690	DIANA	AV 726-06-012	GUZMAN, RICARDO A AND AVILA,	690 DIANA AV	MORGAN HILL	CA	95037-4409
17364	WALNUT	DR 726-07-021	DELUKE COMPANY LTD	535 ARRASTADERO RD	PALO ALTO	CA	94306
	NO SITUS	726-07-023	NEWLAND HOMES LLC	3121 MICHELSON DR STE 110	IRVINE	CA	92612
17374	WALNUT	DR 726-07-089	NEWLAND HOMES LLC	3121 MICHELSON DR	IRVINE	CA	92612
0	DIANA	AV 726-09-002	GROSSWEILER, DONALD TRUSTEE &	3414 ROYAL MEADOW LN	SAN JOSE	CA	95135
585	CAPRICE	CT 726-10-048	WHEAT, RICHARD C AND LYNN	585 CAPRICE CT	MORGAN HILL	CA	95037-3721
877	ENGLISH	CT 726-18-037	IVIE, STEVEN K AND THELMA I	877 ENGLISH WALNUT CT	MORGAN HILL	CA	95037-3733
18110	MONTEREY	RD 726-25-006	DOBKIN, ROBERT C TRUSTEE & ET	18805 ADAMS CT #130	MORGAN HILL	CA	95037
	NO SITUS	726-25-026	TRAN, MINH VAN	4250 MONTEREY RD	SAN JOSE	CA	95111-3625
	NO SITUS	726-26-094	LOVELACE, RICHARD K AND STARLA	6698 HAMPTON DR	SAN JOSE	CA	95120-5535
755	JARVIS	DR 726-30-012	BRIDGE GROUP INVS LLC	300 ENZO DR	MORGAN HILL	CA	95037
0	JARVIS	DR 726-30-013	BRIDGE GROUP INVS LLC	755 JARVIS DR	MORGAN HILL	CA	95037-0000
	NO SITUS	726-31-038	KALMAN ALAN D & FREIA G	6337 PANCHO CT	SAN JOSE	CA	95123-4865
0	COCHRANE	RD 726-32-021	COCHRANE ROAD INVRSLLC	1690 DELL AV	CAMPBELL	CA	95008-6902
0	JARVIS	DR 726-32-025	M WEST PROPCO XXIIILLC	575 MARKET ST #3500	SAN FRANCISCO	CA	94105
18635	MADRONE	PY 726-33-025	MAURO, JOHN J AND FEDOTOVA,	8685 LARKSPUR LN	GILROY	CA	95020-0000
850	LIGHTPOST	WY 726-33-026	RIVER PARK HOSPITALITY INC	0 POBOX 2700	FRESNO	CA	93745
735	COCHRANE	RD 726-33-029	MADRONE VILLAGE SHOPPING	1960 THE ALAMEDA	SAN JOSE	CA	95126
100	COCHRANE	CL 726-34-007	SOUTH ABBOTT LLC	400 COCHRANE CL	MORGAN HILL	CA	95027-0000

**2018 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MORGAN HILL**

Situs	APN		CITY/STATE				
440	COCHRANE	CL 726-34-016	MORGAN VENTURE LLC	660 COVINGTON RD	LOS ALTOS	CA	94024-4810
875	LIGHTPOST	WY 726-35-015	TBI-MISSION WEST ILLC	1960 THE ALAMEDA	SAN JOSE	CA	95126
18645	MADRONE	PY 726-35-020	TBI-MISSION WEST ILLC	1960 THE ALAMEDA	SAN JOSE	CA	95126
	NO SITUS	726-35-021	TBI-MISSION WEST ILLC	1960 THE ALAMEDA	SAN JOSE	CA	95126
18640	MADRONE	PY 726-35-028	TBI-MISSION WEST ILLC	1960 THE ALAMEDA	SAN JOSE	CA	95126
0	ROSE	AV 726-36-007	MAGINCALDA, LEROY J ET AL	4475 WOODWARD RD	MANTECA	CA	95337
0	GINGER	WY 726-36-057	WALTON, GARY A AND JEAN M	0 PO BOX 1265	MORGAN HILL	CA	95038-1265
	NO SITUS	726-36-078	MURRAY, SCOTT	19190 ROSE LN	MORGAN HILL	CA	95037-2711
115	PEEBLES	AV 726-41-013	MARQUEZ, ANTHONY J	10770 SIXTH ST	GILROY	CA	95020
25	PEEBLES	AV 726-41-065	PEEBLES SQUARE LLC	1630 OAKLAND RD	SAN JOSE	CA	95131
17200	KRUSE RANCH LN	728-01-001	VALENCIA, EVERARDO T	17200 KRUSE RANCH LN	MORGAN HILL	CA	95037-6700
17101	KRUSE RANCH LN	728-01-002	KRUSE, NEIL D TRUSTEE & ET AL	4537 WINDING WY	SAN JOSE	CA	95129-4351
2275	DUNNE	AV 728-02-003	TRUONG, MAI TOAN AND TRAN,	0 P.O. BOX 32957	SAN JOSE	CA	95132
17383	JEAN	CT 728-07-053	DE-LA-O, GIL A AND CONNIE	17383 JEAN CT	MORGAN HILL	CA	95037-3365
	NO SITUS	728-11-026	HANALEI LAND CO LLC	720 SAN MARCOS CT	MORGAN HILL	CA	95037-5224
0	DIANA	AV 728-17-030	MORGAN HILL REAL ESTATE LLC	1230 COLUMBIA ST	SAN DIEGO	CA	92101
1485	COCHRANE	RD 728-36-012	M V S COMPANY	P.O. BOX 2067	SARATOGA	CA	95070
	NO SITUS	728-37-026	MORGAN HILL RETAIL VENTURE LP	1556 PARKSIDE DR	WALNUT CREEK	CA	94596
	NO SITUS	728-37-048	MORGAN HILL RETAIL VENTURE LP	1556 PARKSIDE DR	WALNUT CREEK	CA	94596
	NO SITUS	728-37-067	MORGAN HILL RETAIL VENTURE LP	1556 PARKSIDE DR	WALNUT CREEK	CA	94596
	NO SITUS	728-37-069	MORGAN HILL RETAIL VENTURE LP	1556 PARKSIDE DR	WALNUT CREEK	CA	94596
	NO SITUS	728-59-013	CALATLANTIC GROUP INC	4750 WILLOW RD	PLEASANTON	CA	94588
3000	THOMAS	AV 729-02-005	HANSON, GORDON L AND DONNA L	2385 SUNFLOWER CL	GILROY	CA	95020-0000

**2018 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MORGAN HILL**

Situs	APN				CITY/STATE		
3035	THOMAS	729-02-006	LATSHAW, LAURA L ET AL	3035 THOMAS GRADE	MORGAN HILL	CA	95037-6712
2795	THOMAS	729-02-014	BAHRAIN, RASHID	2795 THOMAS GRADE	MORGAN HILL	CA	95037-6717
17055	OAK LEAF	DR 729-05-017	SCHMIDT, LEE A TRUSTEE & ET AL	17105 ROSEMARY CL	MORGAN HILL	CA	95037-0000
3215	LORI	DR 729-05-031	SALAMON, SAMMY AND DEBORAH	3215 LORI DR	MORGAN HILL	CA	95037-0000
3205	LORI	DR 729-05-032	HYNDMAN, MICHAEL A AND	3205 LORI DR	MORGAN HILL	CA	95037-0000
16580	RUSTLING	CT 729-08-023	KEA, MARC AND DEKKER, JUDITH	16580 RUSTLING OAK CT	MORGAN HILL	CA	95037-6724
3230	OAK VIEW	LN 729-10-008	WILLIAMS, GARY C AND ALICE T	3230 OAK VIEW LN	MORGAN HILL	CA	95037-6909
3005	DUNNE	AV 729-10-036	DICKERMAN, DARKO	3005 DUNNE AV	MORGAN HILL	CA	95037-6708
3015	DUNNE	AV 729-10-037	BOWERS, KYLE	3015 DUNNE AV	MORGAN HILL	CA	95037-6708
16595	OAK VIEW	CL 729-11-003	MENDIZABAL, ALBERT AND BETTE C	2225 EDSEL DR	MILPITAS	CA	95035-6108
16815	JACKSON	DR 729-12-008	SLOAN, BRANDON D	16815 JACKSON OAKS DR	MORGAN HILL	CA	95037-6927
3305	OAKWOOD	CT 729-15-003	GORSKI, JOHN W AND BARBARA-	3305 OAKWOOD CT	MORGAN HILL	CA	95037-6924
3320	OAKWOOD	CT 729-15-019	WAGSTER, JAMES A AND CYNTHIA D	0 P O BOX 2155	MORGAN HILL	CA	95037
3495	OAKWOOD	CT 729-16-002	KOBOLD, MARY A TRUSTEE	3495 OAKWOOD CT	MORGAN HILL	CA	95037-6922
16275	OAK CANYON	DR 729-17-012	SHERMAN HOUSE ASSOCS LP	4030 DUNNE AV	MORGAN HILL	CA	95037
16495	JACKSON	DR 729-18-002	DEFRANCKE, KELLY MUNIZ AND	16495 JACKSON OAKS DR	MORGAN HILL	CA	95037-6933
16475	JACKSON	DR 729-18-006	YATSUNENKO, ANDREY AND	16475 JACKSON OAKS DR	MORGAN HILL	CA	95037-6933
16335	JACKSON	DR 729-18-015	MARIN, THERESA J TRUSTEE	1005 SUMMERVIEW DR	SAN JOSE	CA	95132-2951
16325	JACKSON	DR 729-18-016	KONIGSBERG, ROBERT J TRUSTEE &	418 SAN BENITO AV	LOS GATOS	CA	95030-5305
16450	JACKSON	DR 729-18-030	BEELAARD, ANDREW S AND SARAH	16450 JACKSON OAKS DR	MORGAN HILL	CA	95037-6902
16460	JACKSON	DR 729-18-031	HALVORSEN, JAN T TRUSTEE	16460 JACKSON OAKS DR	MORGAN HILL	CA	95037-6902
3490	OAK HILL	CT 729-20-003	JACKSON OAKS ASSN	0 PO BOX 518	MORGAN HILL	CA	95038-0518
15855	JACKSON	DR 729-24-014	SAFFARIAN, PATRICK E AND JOHANA	15855 JACKSON OAKS DR	MORGAN HILL	CA	95037-6803

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Situs	APN	CITY/STATE	
15860 JACKSON DR 729-24-018	MEAD, CARLTON D AND CAROLYN S	824 PESCADERO DR	SAN JOSE CA 95123-3939
3753 RIDGEVIEW CT 729-24-025	MARRIOTTI TRUST	3525 CORTEZ ST	WEST COVINA CA 91791
E. DUNNE AVE 729-26-002	UNGER EUGENE C & ROSE A	134 VISTA DEL CAMPO	LOS GATOS CA 95030-0000
17064 SHADY LANE DR 729-29-017	HANSON, BRYAN F AND MIKEAL K	111 LOCUST AV	HOLLISTER CA 95023-3536
17085 COPPER HILL DR 729-30-008	LIANG, DAVID BO AND HE, YOU	17085 COPPER HILL DR	MORGAN HILL CA 95037-6502
3280 QUAIL LN 729-33-022	WEBSTER, DONALD L TRUSTEE	3280 QUAIL LN	MORGAN HILL CA 95037-6413
3210 QUAIL LN 729-33-026	SWEENEY JOSEPH P IV & JENNIFER M	3210 QUAIL LN	MORGAN HILL CA 95037-6413
17201 QUAIL CT 729-33-028	HOLDEN, TRACY AND THOMAS	17201 QUAIL CT	MORGAN HILL CA 95037-6419
17205 QUAIL CT 729-33-029	GUERRERO, JUAN C AND SHELLY D	17205 QUAIL CT	MORGAN HILL CA 95037-6419
3271 QUAIL LN 729-34-004	CAPILLA, KELLY M	5345 SONOMA DR	PLEASANTON CA 94566
17280 LAKE VIEW DR 729-34-011	PRATT, BARBARA G TRUSTEE	17280 LAKE VIEW DR	MORGAN HILL CA 95037-6425
3440 BLUE GRASS CT 729-34-025	CHRISTMAN, PHILLIP E TRUSTEE &	3440 BLUE GRASS CT	MORGAN HILL CA 95037-6417
17221 QUAIL CT 729-35-002	BELL, ROGER G AND PENELOPE L	17221 QUAIL CT	MORGAN HILL CA 95037-6419
17231 QUAIL CT 729-35-003	SUCHOMEL, SHIRLEY D AND FRANK	17231 QUAIL CT	MORGAN HILL CA 95037-6419
17245 QUAIL CT 729-35-005	CASTRO, IRENE ET AL	2723 KEPPLER CT	SAN JOSE CA 95148-3411
17246 QUAIL CT 729-35-007	WINSTEAD, DONALD D ET AL	3337 LUCIA DR	PHOENIX AZ 85083-5885
3110 QUAIL LN 729-35-014	AOCHI, ROBERT AND AMY O	3110 QUAIL LN	MORGAN HILL CA 95037-6414
17210 QUAIL CT 729-35-019	JAMIL, AAMIR AND RAFIA TRUSTEE	17210 QUAIL CT	MORGAN HILL CA 95037-6412
17350 LAKE VIEW DR 729-35-024	RODRIGUEZ, THEODORE J AND ACU,	17350 LAKE VIEW DR	MORGAN HILL CA 95037-6423
3425 LAVA ROCK CT 729-35-027	CHIPMAN, DAVID H AND JANE C	3425 LAVA ROCK CT	MORGAN HILL CA 95037-6411
17433 BLUE JAY DR 729-38-009	SY, VINCENT AND SU, LI-WEN	17433 BLUE JAY DR	MORGAN HILL CA 95037-6428
17431 BLUE JAY DR 729-38-010	NASH, JOHN	17431 BLUE JAY DR	MORGAN HILL CA 95037-6428
17429 BLUE JAY DR 729-38-011	ZUNIGA, RACHEL M	663 POTOMAC CT	SAN JOSE CA 95136-2850

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Situs		APN		CITY/STATE			
17451	HOLIDAY	DR	729-38-028	SMITH, WARREN J AND DIANA L	17451 HOLIDAY DR	MORGAN HILL	CA 95037-6512
17435	BLUE JAY	DR	729-41-001	ARAGO, ROBERT AND ROSALINA	17435 BLUE JAY DR	MORGAN HILL	CA 95037-6428
17474	LAKE VIEW	DR	729-41-017	FRANCIS, TERESA C AND OLIVER,	440 SPENCER ST	GLENDALE	CA 91202-1654
17460	LAKE VIEW	DR	729-41-019	BACH, JOSEPH AND LANAE	17460 LAKE VIEW DR	MORGAN HILL	CA 95037-0000
17450	LAKE VIEW	DR	729-41-020	EMANUEL, MARK A	17450 LAKE VIEW DR	MORGAN HILL	CA 95037-6409
17471	LAKE VIEW	DR	729-41-030	GUY, RICHARD W AND KAY, AMY F	17471 LAKE VIEW DR	MORGAN HILL	CA 95037-6410
17765	HOLIDAY	DR	729-42-021	HOLM, DAN B	17765 HOLIDAY DR	MORGAN HILL	CA 95037-6317
17775	HOLIDAY	DR	729-42-022	RAMANUJAM, MADHUSUDHANAN	17775 HOLIDAY DR	MORGAN HILL	CA 95037-6317
17785	HOLIDAY	DR	729-42-023	OLIVEIRA, SERGIO S AND DANIELLE	17785 HOLIDAY DR	MORGAN HILL	CA 95037-6317
17770	HOLIDAY	DR	729-44-025	JARVIS, SHARON F TRUSTEE	10741 MAUI CL	ESTERO	FL 33928
17820	HOLIDAY	DR	729-44-028	MCBRIDE, KEN	17820 HOLIDAY DR	MORGAN HILL	CA 95037-6316
17860	HOLIDAY	DR	729-45-003	GUENTHER, ZOE AND GRANT	17860 HOLIDAY DR	MORGAN HILL	CA 95037-6316
2155	ROLLING	DR	764-02-007	WALKER, SHERIDAN TRUSTEE	2155 ROLLING HILLS DR	MORGAN HILL	CA 95037-9437
2220	ROLLING	DR	764-03-002	HARTOGS DIRK H & KEILERS LINDA	2220 ROLLING HILLS DR	MORGAN HILL	CA 95037-9438
2200	ROLLING	DR	764-03-003	HUGHES-HARTOGS, DIRK AND	0 PO BOX 40	MORGAN HILL	CA 95038-0040
2180	ROLLING	DR	764-03-004	HEISER, CHRISTOPHER J AND	2180 ROLLING HILLS DR	MORGAN HILL	CA 95037-9438
2130	GREENWOOD	AV	764-03-005	GRIKO, YURI	2130 GREENWOOD AV	MORGAN HILL	CA 95037-9439
2140	GREENWOOD	AV	764-03-006	LEE, THEODORE AND EVONNE	2140 GREENWOOD AV	MORGAN HILL	CA 95037-9439
2150	GREENWOOD	AV	764-03-007	NIN, SIGFREDO I AND REBECCA B	2150 GREENWOOD AV	MORGAN HILL	CA 95037-9439
2165	GREENWOOD	AV	764-03-008	WEDDLE, EMERSON E AND HANIF-	2165 GREENWOOD AV	MORGAN HILL	CA 95037-9440
2110	ROCKY RIDGE	RD	764-03-010	LEISCH, MONICA E AND STEVEN O	2110 ROCKY RIDGE RD	MORGAN HILL	CA 95037-9441
0	BLACK OAK	CT	764-03-017	TULLY, SUSAN S AND TULLY 2008	7151 VIA ROMERA	SAN JOSE	CA 95139-1158
1960	ROCKY RIDGE	RD	764-03-020	PEHRSON, STEPHEN T AND KYRA	1960 ROCKY RIDGE RD	MORGAN HILL	CA 95037-0000

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Situs	APN	CITY/STATE	
2105	ROCKY RIDGE RD 764-03-024	MAYELIAN, HARRY AND MABEL	27519 ALTA KNOLL DR SANTA CLARITA CA 91350-1900
2135	GREENWOOD AV 764-03-025	KOMARCZYK ZENON AND NEMEC	PO BOX 1823 MORGAN HILL CA 95038
2140	ROLLING DR 764-03-027	BALLARD, AARON B	2140 ROLLING HILLS DR MORGAN HILL CA 95037-9437
17895	WOODLAND AV 764-03-035	ROLLERI, DENNIS R AND KELLY LUU	1080 SHELTON WY SAN JOSE CA 95125-4312
17765	WOODLAND AV 764-03-037	SCHIRLE, KENNETH E AND	17765 WOODLAND AV MORGAN HILL CA 95037-9141
17625	WOODLAND CT 764-03-040	OWENS, WILLIAM P AND JHONG OK	17625 WOODLAND CT MORGAN HILL CA 95037-9444
17580	WOODLAND CT 764-03-042	BORAD, GARY AND LIMA, JANETE	17580 WOODLAND CT MORGAN HILL CA 95037-9444
17610	WOODLAND AV 764-03-043	BELLI, KAREN M	17610 WOODLAND AV MORGAN HILL CA 95037-9140
17670	WOODLAND AV 764-03-044	CORIA, RAMON TRUSTEE & ET AL	17670 WOODLAND AV MORGAN HILL CA 95037-9187
280	TILTON AV 764-09-004	COUNTY PROPERTY EXCHANGE INC	280 TILTON AV MORGAN HILL CA 95037-2507
18625	MONTEREY RD 764-10-008	MAXPRO INVESTMENTS LLC	0 PO BOX 34074 SAN FRANCISCO CA 94134
18545	MONTEREY RD 764-10-013	TRINH, OANH OANH NGUYEN ET AL	1717 MESSINA DR SAN JOSE CA 95132
18565	MONTEREY RD 764-10-015	TRINH, OANH OANH NGUYEN ET AL	1717 MESSINA DR SAN JOSE CA 95132
0	HALE AV 764-24-001	ROBINSON, CLAUDE J AND GLORIA M	0 PO BOX 30155 LAS VEGAS NV 89173
18680	HALE AV 764-24-013	ROBINSON, CLAUDE J AND GLORIA M	0 PO BOX 30155 LAS VEGAS NV 89173
18755	MONTEREY RD 764-24-061	APPLETREE INVESTMENT LLC	0 PO BOX 32115 SAN JOSE CA 95127
311	VIA LOMA 764-26-006	COTE, MICHAEL E AND RUTH A	311 VIA LOMA MORGAN HILL CA 95037-3024
363	VIA LOMA 764-27-004	HERRERA GUADALUPE	2565 FOUNTAIN OAKS DR MORGAN HILL CA 95037-3939
18455	SHADOWBROO WY 764-27-009	AGALLOTIS, CAROL K AND DAVID D	18455 SHADOWBROOK WY MORGAN HILL CA 95037-0000
18450	SHADOW WY 764-27-024	FAUSAK, ANDREW T AND KATHLEEN	3409 WENTWORTH WY LEWISVILLE TX 75077-1881
0	(LAND ONLY) 764-28-007	DAVIDSON, ANITA AND CHARLES W	255 JULIAN ST SAN JOSE CA 95110-2406
1045	LLAGAS RD 764-29-029	RANDOLPH, YVONNE S	1045 LLAGAS RD MORGAN HILL CA 95037-3412
1195	CASTLE LAKE CL 764-30-010	ROSS, THOMAS M	1195 CASTLE LAKE CL MORGAN HILL CA 95037-9474

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Situs	APN		CITY/STATE					
610	LLAGAS	RD 764-32-022	DUFFY, LUPE	610 LLAGAS RD	MORGAN HILL	CA	95037-3400	
18200	CHRISTEPH	DR 764-32-025	TANSY MICHAEL K	1967 STANWOOD DR	SANTA BARBARA	CA	93103	
71996	HILLWOOD	Ln 764-32-044	CRONK JON E & DIANE D	17996 HILLWOOD LN	MORGAN HILL		95037-3529	
17996	HILLWOOD	LN 764-32-044	CRONK, JON E AND DIANE D	17996 HILLWOOD LN	MORGAN HILL	CA	95037-3529	
18100	CHRISTEPH	DR 764-32-059	LAWSON, JEFFREY S AND LUCINDA R	18100 CHRISTEPH DR	MORGAN HILL	CA	95037-3430	
250	WRIGHT	AV 764-33-014	KUSTER, JOHN AND ROSEMARIE	4342 BALD EAGLE WY	SAN JOSE	CA	95118-2017	
	NO SITUS	764-38-012	STAFFORD, RONALD T	0 PO BOX 1022	BELVEDERE TIBURON	CA	94920-4022	
17695	JOHN TELFER	DR 764-38-013	STAFFORD, RONALD T TRUSTEE	0 PO BOX 1022	BELVEDERE TIBURON	CA	94920-4022	
18665	CASTLE HILL	DR 764-43-002	IZQUIERDO, PASCUAL	18665 CASTLE HILL DR	MORGAN HILL	CA	95037-9171	
18715	GLEN AYRE	DR 764-43-008	BEDI, MANLEEN AND KALRA, JAY	18715 GLEN AYRE DR	MORGAN HILL	CA	95037-9167	
18655	GLEN AYRE	DR 764-43-009	WILLIAMS, NORMAN J AND KARLA	18655 GLEN AYRE DR	MORGAN HILL	CA	95037-9167	
18800	GLEN AYRE	DR 764-43-010	ROTH, ROBERT E AND MARILYN A	18800 GLEN AYRE DR	MORGAN HILL	CA	95037-9453	
18750	GLEN AYRE	DR 764-43-011	JENNINGS, KEVIN D AND TERESA A	18750 GLEN AYRE DR	MORGAN HILL	CA	95037-9453	
1715	JASPER	DR 764-44-010	DINAN, STEPHEN J AND JANICE K	1715 JASPER HIGHLANDS DR	MORGAN HILL	CA	95037-9165	
1780	SHADY	DR 764-44-022	MATARANGAS, SANDI E AND JOHN T	1780 SHADY HOLLOW DR	MORGAN HILL	CA	95037-9455	
18425	CASTLE RIDGE	DR 764-45-002	BUCHANAN, NANCY C TRUSTEE	18425 CASTLE RIDGE DR	MORGAN HILL	CA	95037-9458	
18450	CASTLE HILL	DR 764-45-006	LIRA, RAYMOND AND MARIA R	18450 CASTLE HILL DR	MORGAN HILL	CA	95037-9449	
18470	CASTLE HILL	DR 764-45-007	GLENROCK BUILDERS INC	0 P.O. BOX 1179	MORGAN HILL	CA	95038	
18650	CASTLE HILL	DR 764-45-019	LASHER, RICHARD S AND MARY E	18650 CASTLE HILL DR	MORGAN HILL	CA	95037-9170	
18580	CASTLE HILL	DR 764-45-021	GLENROCK BUILDERS INC	0 P.O. BOX 1179	MORGAN HILL	CA	95038	
18550	CASTLE HILL	DR 764-45-022	WESTBROOK, H HOWARD AND	18550 CASTLE HILL DR	MORGAN HILL	CA	95037-9169	
0	CASTLE HILL	DR 764-45-030	GLENROCK BUILDERS INC	14500 SYCAMORE DR	MORGAN HILL	CA	95037-0000	
0	CASTLE HILL	DR 764-45-031	GLENROCK BUILDERS INC	0 P.O. BOX 1179	MORGAN HILL	CA	95038	

Attachment: Resolution A Commencement List (1597 : 2018 Weed Abatement Commencement)

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Situs	APN				CITY/STATE		
18303	LLAGAS	CT	764-53-005	MELLOW, CATHY	18303 LLAGAS CT	MORGAN HILL	CA 95037-0000
	NO SITUS		767-01-052	GARCIA, W ROCKE AND GLENDA	14500 SYCAMORE DR	MORGAN HILL	CA 95037
0	EVERGREEN	DR	767-02-012	GARCIA DEVELOPMENT CO	0 P.O. BOX 1179	MORGAN HILL	CA 95038
	NO SITUS		767-02-026	HILLVIEW PROPERTIESLLC	1644 VALLEY OAKS DR	GILROY	CA 95020
	NO SITUS		767-02-028	HILLVIEW PROPERTIESLLC	1644 VALLEY OAKS DR	GILROY	CA 95020
17065	DEL MONTE	AV	767-03-002	ROMAN, GILBERT	2510 BRIDLE PATH DR	GILROY	CA 95020-9005
0	DEL MONTE	AV	767-03-005	RICHTER, GAYLE H TRUSTEE & ET AL	0 P O BOX 784	MORGAN HILL	CA 95038
0	DUNNE	AV	767-03-036	BETPOLICE, FARIDEH TRUSTEE	21515 HAWTHORNE BL	TORRANCE	CA 90503
	0		767-04-009	PACIFIC GAS AND ELECTRIC CO	111 ALMADEN BLVD	SAN JOSE	CA 95115-0005
	0		767-05-001	PACIFIC GAS AND ELECTRIC CO	111 ALMADEN BLVD	SAN JOSE	CA 95115-0005
17595	DEL MONTE	AV	767-05-009	AGUILAR, ALBERT	17595 DEL MONTE AV	MORGAN HILL	CA 95037-4517
	NO SITUS		767-05-037	GIANCOLA, JOHN A	10500 FOOTHILL AV	GILROY	CA 95020-9295
17340	DEL MONTE	AV	767-07-054	DEVRIES, BART I AND RUYS,	17340 DEL MONTE AV	MORGAN HILL	CA 95037-4514
17205	MONTEREY	RD	767-08-006	PETERSON, VIRGINIA	0 P.O. BOX 285	GILROY	CA 95021
50	4TH	ST	767-08-012	TONUS VIRGINIA R TRUSTEE & ET AL	1654 SUNNYSLOPE RD	HOLLISTER	CA 95023
16815	MONTEREY	RD	767-10-004	HUANG, SALLY XUEMING AND HE,	16815 MONTEREY RD	MORGAN HILL	CA 95037-5118
16805	MONTEREY	RD	767-10-046	HE, ANTHAN W AND HUANG, SALLY	3828 CANADA RD	GILROY	CA 95020-0000
335	SPRING	AV	767-11-030	GIANCOLA, JOSEPH TRUSTEE & ET	2290 COCHRANE RD	MORGAN HILL	CA 95037-9306
16765	BARNELL	AV	767-11-045	CHANG, CHIH PEI AND HEDY LIU	16905 SUNDANCE AV	MORGAN HILL	CA 95037
0	SPRING	AV	767-15-017	MORGAN HILL FUNERALHOME INC	129 4TH ST	GILROY	CA 95020-0000
16460	KINGS	CT	767-16-036	HOWELL, KENNETH F AND IRENE N	16460 KINGS CANYON CT	MORGAN HILL	CA 95037-0000

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Situs	APN				CITY/STATE		
16453	KINGS	CT	767-16-037	BEHAN, MATTHEW H	16453 KINGS CANYON CT	MORGAN HILL	CA 95037-0000
0	SPRING	AV	767-16-042	MORGAN HILL FUNERALHOME INC	129 4TH ST	GILROY	CA 95020-0000
16615	DEL MONTE	AV	767-16-043	CARUSO, SALVATORE AND	20431 MCKEAN RD	SAN JOSE	CA 95120-2403
16715	MONTEREY	RD	767-17-051	AZAR, SUHAILA S	890 VIA GRANDE AV	MORGAN HILL	CA 95037-4022
880	ENCINO	DR	767-31-004	AMARO FELIX C TRUSTEE	880 ENCINO DR	MORGAN HILL	CA 95037-5804
15120	VIA CORFINIO		767-36-042	HOPKINS, BARBARA J	15120 VIA CORFINIO	MORGAN HILL	CA 95037-5826
16180	SUNSET	AV	767-49-012	LUNA, DELPHINA ET AL	16180 SUNSET AV	MORGAN HILL	CA 95037-5308
895	ALKIRE	AV	773-01-030	NAKATA, SHIRLEY Y TRUSTEE & ET	0 45-822 KUPOHU ST	KANEOHE	HI 96744
17260	MUNRO	WY	773-04-023	MAO, HENKE ET AL	17260 MUNRO WY	MORGAN HILL	CA 95037-4728
16975	JOHN TELFER	DR	773-07-006	RAMIREZ, ESTRELLA A	16975 JOHN TELFER DR	MORGAN HILL	CA 95037-4725
1305	ALMOND	DR	773-19-022	SINGH, NAVI T AND MEI CHUAN	305 HAZELTON CT	MORGAN HILL	CA 95037-3522
1150	TERESA	LN	773-19-027	WATTS, STEVEN J AND JULIE A	1150 TERESA LN	MORGAN HILL	CA 95037-3426
1175	TERESA	LN	773-20-035	CHEN, FENG AND LI, XI TRUSTEE	1175 TERESA LN	MORGAN HILL	CA 95037-0000
1160	TERESA	LN	773-20-041	THAI, MAI TUYET AND BUI, THAO	1160 TERESA LN	MORGAN HILL	CA 95037-3426
1170	LLAGAS	RD	773-20-044	REYES, GABRIEL A AND HELEN L	1170 LLAGAS RD	MORGAN HILL	CA 95037-9185
15825	SUNNYSIDE	AV	773-22-028	BAGULA, MARK O	15825 SUNNYSIDE AV	MORGAN HILL	CA 95037-5329
1255	ALMOND	DR	773-27-004	MUSTANICH, JAMES W	1255 ALMOND ORCHARD DR	MORGAN HILL	CA 95037-3401
18200	SABINI	CT	773-32-011	BOLARIS, STEPHEN AND VALERIE	18200 SABINI CT	MORGAN HILL	CA 95037-3428
1110	LLAGAS	RD	773-32-013	SCHLAEPFER, MIREILLE	0 ROUTE DE DIVONNE	1260 NYON	
14694	SECRETARIAT	CT	779-02-021	MOK, GERALD C AND ELEANOR	14694 SECRETARIAT CT	MORGAN HILL	CA 95037-0000
14905	SANTA TERESA	BL	779-02-023	BLACKROCK LLC A CALIF LLC	14656 STONEBRIDGE DR	MORGAN HILL	CA 95037
15295	MONTEREY	RD	779-04-072	SUH, KYUNG TRUSTEE	15855 LA PRENDA CT	MORGAN HILL	CA 95037-5672

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Situs	APN	CITY/STATE	
0	LAND ONLY 779-04-074	CREATIVE CENTER OF LOS ALTOS	327 FREMONT AV LOS ALTOS CA 94024-4064
15090	WATSONVILLE RD 779-51-055	VAN, HUNG	15090 WATSONVILLE RD MORGAN HILL CA 95037-6004
15080	LA ALAMEDA 779-57-031	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
15070	LA ALAMEDA 779-57-032	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
15060	LA ALAMEDA 779-57-033	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
695	MOORELAND DR 779-57-034	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
15015	LA ALAMEDA 779-57-035	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
15025	LA ALAMEDA 779-57-036	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
15035	LA ALAMEDA 779-57-037	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
15045	LA ALAMEDA 779-57-038	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
15055	LA ALAMEDA 779-57-039	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
15065	LA ALAMEDA 779-57-040	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
15075	LA ALAMEDA 779-57-041	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
15085	LA ALAMEDA 779-57-042	MH CONNEMARA 2013 LLC	385 WOODVIEW AV MORGAN HILL CA 95037
16770	MONTEREY RD 817-01-005	ATES LLC	34695 LOWER TRAIL CARMEL CA 93923
0	MONTEREY RD 817-01-006	ATES LLC	34695 LOWER TRAIL CARMEL CA 93923
	MONTEREY RD 817-01-018	MERINO GEORGE F TRUSTEE & ET AL	2501 FOREST AVE SAN JOSE CA 95117-1118
	NO SITUS 817-01-078	LOHREY, RACHAEL D TRUSTEE	1915 BAKER ST SAN FRANCISCO CA 94115
40	DUNNE AV 817-01-080	ORCHARDS MORGAN HILL L P	2169 FRANCISCO BL SAN RAFAEL CA 94901
16685	CHURCH ST 817-02-001	THAI, MINH QUANG ET AL	60 13TH ST SAN JOSE CA 95112
16495	VINEYARD BL 817-02-043	TANSY DEVELOPMENT INC	1967 STANWOOD DR SANTA BARBARA CA 93103
155	MAST ST 817-02-050	C & R DEVELOPMENT LLC	0 P O BOX 668 MORGAN HILL CA 95038
	NO SITUS 817-02-056	LABRUCHERIE, ARMAND R AND	941 BERRYESSA RD SAN JOSE CA 95133

Attachment: Resolution A Commencement List (1597 : 2018 Weed Abatement Commencement)

**2018 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MORGAN HILL**

Situs	APN	CITY/STATE	
	NO SITUS	817-02-057	LABRUCHERIE, ARMAND R AND 0 P.O. BOX 716 MADERA CA 93639
	NO SITUS	817-02-060	LABRUCHERIE, ARMAND R AND 0 P.O. BOX 716 MADERA CA 93639
	NO SITUS	817-02-062	LABRUCHERIE, ARMAND R AND 0 P.O. BOX 716 MADERA CA 93639
16170	MONTEREY RD	817-03-055	ORCHARDS MORGAN HILL L P 2169 FRANCISCO BL SAN RAFAEL CA 94901
215	TENNANT AVE	817-04-059	CARRASCO ROBERT JR & TERESITA 7345 LYDIA AVE RIVERSIDE CA 92504
16250	VINEYARD BL	817-05-065	CEBALLOS, SIDNEY P 6704 CLELITO WY SAN JOSE CA 95119
240	VINEYARD CT	817-05-067	BETH-EL BAPTIST CHURCH 0 PO BOX 100 MORGAN HILL CA 95038-0100
0	MONTEREY RD	817-06-006	MILANINIA, ALI AND IMAN 1611 GUADALAJARA CT SAN JOSE CA 95120-4813
0	CONCORD CL	817-06-028	SINYARD, MICHAEL TRUSTEE 15130 CONCORD CL MORGAN HILL CA 95037-0000
15570	MONTEREY RD	817-06-060	TSUI, SAI YUN AND JOE, SANDRA C 3508 WOODSIDE TR FREMONT CA 94539
0	TENNANT AV	817-08-015	COX, MARIE I TRUSTEE 6698 HAMPTON DR SAN JOSE CA 95120-5535
800	TENNANT AVE	817-08-030	D DEVI OIL INC 41805 ALBRAE ST FREMONT CA 94538-3120
740	TENNANT AV	817-08-032	BIEDERMANN ATHUR AND SUSAN 7 MAPLE AVE ATHERTON CA 94027-4065
0	JUAN DR	817-09-038	D & D RANCH 99 ALMADEN BL SAN JOSE CA 95113-1604
	JUAN DR	817-09-039	THE HEALTH TRUST 3180 NEWBERRY DR STE200 SAN JOSE CA 95118
	JUAN DR	817-09-041	THE HEALTH TRUST 3180 NEWBERRY DR STE 200 SAN JOSE CA 95118
0	JUAN DR	817-09-046	D & D RANCH 99 ALMADEN BL SAN JOSE CA 95113-1604
965	SAN PEDRO AV	817-11-073	JORSTAD, LAURENCE F TRUSTEE & 8700 SUTTERLEE LN GILROY CA 95020
	NO SITUS	817-12-020	EVERGREEN INVESTMENT GROUP II 0 P O BOX 956 LOS ALTOS CA 94022
	NO SITUS	817-12-021	EVERGREEN INVESTMENT GROUP II 0 P O BOX 956 LOS ALTOS CA 94022
16375	CONDIT RD	817-13-021	NG, BETTY TRUSTEE & ET AL 1835 FRANKLIN SAN FRANCISCO CA 94109-3457
1075 A	CONDIT RD	817-13-022	NG BETTY TRUSTEE & ET AL 1835 FRANKLIN APT 903 SAN FRANCISCO CA 94109-3457
16275	CONDIT RD	817-13-024	HSU FAMILY LP ET AL 1401 GRAYWOOD DR SAN JOSE CA 95129-4778

**2018 WEED ABATEMENT PROGRAM
COMMENCEMENT REPORT
CITY OF MORGAN HILL**

Situs		APN		CITY/STATE			
16131	CONDIT	RD 817-13-035	OW, UE CHING AND PATRICIA P	6588 ASHFIELD CT	SAN JOSE	CA	95120
425	TENNANT	AV 817-29-028	OLIN MATHIESON CHEMICAL CORP	190 CARONDELET PZ	ST LOUIS	MO	63105
16290	RAILROAD	AV 817-32-057	16290 RAILROAD AVE LLC	16290 RAILROAD AV	MORGAN HILL	CA	95037-5439
	MONTEREY	RD 817-36-032	ALCINI PARTNERSHIP	820 ROSEWOOD CIR	INCLINE VILLAGE	nv	89451
LAND	MONTEREY	RD 817-36-033	ALCINI PARTNERSHIP INC	1518 PADRES DR	SAN JOSE	ca	95125-1862
16715	FOUNTAIN	AV 817-48-060	LANGSTROTH, SACHIKO TRUSTEE &	16715 FOUNTAIN AV	MORGAN HILL	CA	95037-3813
16690	FOUNTAIN	AV 817-48-066	BURGESS, DIANE JEAN	16690 FOUNTAIN AV	MORGAN HILL	CA	95037-3814
16892	GALLOP	DR 817-49-050	MYRELL, BRIDGETT	411 HUMBOLDT PLACE	ONTARIO	CA	91764
2435	SPUR	CT 817-50-051	GALANG, SERVILLANO AND	2435 SPUR CT	MORGAN HILL	CA	95037-3834
16755	RANGER	CT 817-50-068	LEGORE, HAROLD D AND DIANE A	16755 RANGER CT	MORGAN HILL	CA	95037-3827
0	BARRETT	AV 817-57-009	CARLOTTO, JOHN TRUSTEE & ET AL	22076 LIPPENCOTT CT	BURNEY	CA	96013
16691	SAN BENITO	DR 817-59-029	CHEN, LU C AND JIEN-LIN	16691 SAN BENITO DR	MORGAN HILL	CA	95037-5252
16680	NINA	LN 817-60-024	BUTTERICK, TIM AND ANN	16680 NINA LN	MORGAN HILL	CA	95037-5240
2765	CANTOR	DR 817-62-063	HERNANDEZ, EDUARDO A AND	2765 CANTOR DR	MORGAN HILL	CA	95037-3946
0	(LAND ONLY)	825-06-014	GLENROCK BUILDERS INC.	14500 SYCAMORE DR	MORGAN HILL	CA	95037-0000
0	(LAND ONLY)	825-06-015	GLENROCK BUILDERS INC.	14500 SYCAMORE DR	MORGAN HILL	CA	95037-0000
0	MONTEREY	RD 825-06-023	CHEN, CHING-SHIU AND CHUNG-	0 PO BOX 27658	SAN FRANCISCO	CA	94127

Attachment: Resolution A Commencement List (1597 : 2018 Weed Abatement Commencement)

B

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL INSTRUCTING THE SANTA CLARA COUNTY CONSUMER AND ENVIRONMENTAL PROTECTION AGENCY TO ABATE NUISANCES ARISING OUT OF HAZARDOUS VEGETATION GROWING UPON LOTS OR IN FRONT OF PROPERTY IN THE CITY OF MORGAN HILL AS REQUIRED BY TITLE 8, CHAPTER 8.20 OF THE MORGAN HILL MUNICIPAL CODE

WHEREAS, pursuant to Title 8, Chapter 8.20 of the Morgan Hill Municipal Code, the City Council hereto adopted Resolution No. 17-092 declaring hazardous vegetation growing in the City of Morgan Hill to constitute a public nuisance; and

WHEREAS, a Public Hearing was held pursuant to Resolution No. 17-092 and Chapter 8.20 of the Morgan Hill Municipal Code in that time and manner required by law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Morgan Hill authorizes as follows:

1. That the Santa Clara County Consumer and Environmental Protection Agency (Agency) is hereby ordered, to abate the nuisance or cause the same to be abated by having the vegetation destroyed by cutting, disking or any other method as may be determined by the Agency for the following properties: APN 764-61-016, APN 764-61-017, and APN 767-21-015.
2. That any property owner shall have the right to destroy or remove at his or her expense prior to removal of said vegetation by the Agency.
3. That the Agency shall keep an account of the cost of removing said vegetation and document such account in a report and assessment list, and file the same with the City Clerk. Such report shall refer to each separate lot or parcel of land, together with the expense of removal of hazardous vegetation therefrom.

PASSED AND ADOPTED by the City Council of Morgan Hill on this 7th day of February 2018 by the following vote:

COUNCIL MEMBERS:

NOES: **COUNCIL MEMBERS:**

ABSTAIN: **COUNCIL MEMBERS:**

ABSENT: **COUNCIL MEMBERS:**

Date: _____

Steve Tate, Mayor

Attachment: Resolution B Commencement (1597 : 2018 Weed Abatement Commencement)

∞ CERTIFICATION ∞

I, Irma Torrez, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. XXXX, adopted by the City Council at its meeting held on February 7, 2018.

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

DATE: _____

Irma Torrez, City Clerk

Attachment: Resolution B Commencement (1597 : 2018 Weed Abatement Commencement)

2643.txt

Mayor Tate is conflicted on Reso B only.

Attachment: Conflict (1597 : 2018 Weed Abatement Commencement)

2018 Return Reply Form

16290 RAILROAD AVE LLC

IMPORTANT: Please complete this form and mail back to the Weed Abatement Program no later than **February 15, 2018**. Thank you.

TRA: 04-004



817-32-057

16290 RAILROAD AVE LLC
16290 RAILROAD AV
MORGAN HILL CA 95037-5439

Please check the box that
applies for each parcel
(see explanations below):

Parcel Number	Site Address	A	B	C
817-32-057	16290 RAILROAD Morgan Hill	☐	☐	☐

A I am no longer the owner of this property, and the new owner information is listed below. Please return Reply Form immediately.

B I intend to maintain this parcel in a manner consistent with the Minimum Fire Safety Standards from **May 1, 2018 through the end of the fire season (typically runs through October)**. All parcels on the abatement list remain subject to inspection to ascertain compliance. Non compliance by the deadline will result in an Inspection fee or the abatement of weeds by the County contractor and the resulting charges added to the property tax.

C I request that the County Contractor perform weed abatement work on this parcel. Charges for this work will be added to my property tax bill. Work may commence on or about March 12th, 2018.

Please provide any additional information such as new owners, presence of piping, irrigation, crops or other improvement. If your property is fenced/locked, please provide instructions on how to enter the property. If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after December 1st, 2017, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be liable for all hazard abatement charges assessed to the property. Thank you

☐

Please check if you feel this parcel is environmentally sensitive

Signature

Name (please print)

Date

()

Day time phone

Fold Here First

Return Address

**Santa Clara County Weed Abatement Program
Department of Agricultural and Environmental
Management
1553 Berger Drive, Bldg. #1
San Jose, California, 95112**

Fold Here Second
Use Staples To Secure



Community Services Department
17575 Peak Ave.
Morgan Hill, CA 95037
(408)779-7271
www.morganhill.ca.gov

December 1, 2017

Dear Property Owner:

This package is not junk mail or a mailing being sent to all property owners. It is being sent to you because your specific property has been included in the City's Weed Abatement Program. The City contracts with the County for program administration.

Please read the attached sheets carefully. Action on your part is requested and failing to act may result in substantial program fees being added to your property tax bill.

I encourage you to contact the County if you have any questions about your property or need on-site advice to help you achieve compliance with the Minimum Fire Standards. They are available to help you. The Santa Clara County Weed Abatement Program can be reached at (408) 282-3145.

Sincerely,

Anthony Eulo

Program Administrator

Attachment: Communications Packet Mailed December 2017 (1597 : 2018 Weed Abatement Commencement)

Notice to Destroy Weeds

NOTICE IS HEREBY GIVEN that on December 6, 2017, pursuant to the provisions of Section 8.20.030 of the Morgan Hill Municipal Code, the City Council of said City passed a resolution declaring that all weeds growing upon any private property or in any public street or alley, as defined in Section 8.20.010, constitute a public nuisance, which nuisance must be abated by the destruction or removal thereof.

NOTICE IS FURTHER GIVEN that property owners shall without delay, remove all such weeds from their property, and the abutting half of the street in front and alleys, if any, behind such property, and between the lot lines thereof as extended, or such weeds will be destroyed or removed and such nuisance abated by the City authorities, in which case the cost of such destruction or removal will be assessed upon the lots and lands from which, or from the front or rear of which, such weeds shall have been destroyed or removed; and such cost will constitute a lien upon such lots or lands until paid, and will be collected upon the next tax roll upon which general municipal taxes are collected. All property owners having any objections to the proposed destruction or removal of such weeds are hereby notified to attend a meeting of said City to be held in the Council Chambers of the City of Morgan Hill located at 17555 Peak Avenue, Morgan Hill, California, on **Wednesday, February 7th, 2018, at 7:00 p.m.**, or as soon thereafter as the matter can be heard, when their objections will be heard and given due consideration.

The language and format for this notice is required by California Health and Safety Code Sections 14891 Et. Seq.

MORGAN HILL WEED ABATEMENT PROGRAM SCHEDULE

February 7, 2018	Public hearing to consider objections to Abatement List.
May 1, 2018	<u>PARCEL ABATEMENT DEADLINE</u> Parcel must be free from hazardous vegetation by this date or Inspector will order abatement.
July/August 2018	Assessment Hearing date to be scheduled by City Council.

2018 COUNTY WEED ABATEMENT FEES

All properties in the Weed Abatement Program are charged an annual inspection fee of \$90.00 per parcel.

Please be advised that the property owner of any parcel found to be non-compliant on or after the May 1st deadline will be charged an inspection fee of \$583.00 and the property will be scheduled for abatement by the County contractor. If you complete the abatement work before the County contractor performs the abatement, you will not incur further charges. Should the abatement work be performed by a County contractor, you will be assessed the contractor's charges plus a County administrative fee of \$576.00 per parcel.

2018 COUNTY CONTRACTOR'S WEED ABATEMENT PRICE LIST

A) Disc Work**

PARCEL SIZE:	1 st Disc	+	2 nd Disc	=	Total Discs
0-12,500 sq.ft.	<u>\$296.00</u>		<u>\$119.00</u>		<u>\$415.00</u>
12,501sq.ft.- 43,560sq.ft.	<u>\$296.00</u>		<u>\$119.00</u>		<u>\$415.00</u>
Larger than 1 Acre	<u>\$215.00</u>		<u>\$105.00</u>		<u>\$320.00</u> (PER ACRE)

** It is required that parcels be disced twice a year. The cost for the first discing is higher due to additional work normally required during the first discing.

B) HANDWORK	<u>\$3.82 PER 100 sqft</u>
C) FLAIL	6 Foot Mower <u>\$5.10 PER 1000 sqft</u>
MOWING	12 Foot Mower <u>\$5.10 PER 1000 sqft</u>
D) LOADER WORK	<u>\$149.00 PER HOUR</u>
E) DUMP TRUCK	<u>\$65.00 PER HOUR</u>
F) BRUSH WORK	<u>\$8.00 PER 100 sqft</u>
G) BOOM MOWING	<u>\$8.57 PER 1000sqft</u>
G) DUMP FEE	<u>100%</u>

Added to orders with debris removal at 100% of the dump site charge.

***Please note this program does not offer herbicide application as a method of abatement.**

County of Santa Clara

Department of Agriculture and Environmental Management
Weed Abatement Division

1553 Berger Drive
Building 1
San Jose, CA 95112
(408) 282-3145
Fax (408) 286-2460



December 7, 2017

IMPORTANT NOTICE TO ABATE WEEDS

Dear Property Owner:

To protect your property and the surrounding area from possible fire, your jurisdiction contracts with the County of Santa Clara to operate a Weed Abatement Program. You are receiving this notice and information because it has been determined that your parcel is part of this Program. Please read the information carefully and contact us for clarification or additional information.

Your jurisdiction has or will adopt a resolution declaring your property as one that may contain potential fire hazards from weeds or other debris. In addition, your jurisdiction will be conducting a public hearing to consider an abatement order requiring you to remove any hazardous vegetation or combustible debris by the deadline in the attached schedule. The public hearing will be held on the date and at the place stated in the attached notice and provides an opportunity for you to raise any objections or concerns to these requirements.

The Weed Abatement Program will work with you if your property is habitat to protected species of plants and/or animals. If you believe your parcel includes an environmentally sensitive habitat, please check the box and provide additional information on the reply form to assist us in determining the best approach to weed abatement at your property.

If, after the public hearing, abatement is approved for your property, the County is authorized by its contract with the cities and the California Health and Safety Code sections 14875-14922 to inspect your property to determine whether the property has been cleared of hazards according to Minimum Fire Safety Standards (see enclosed brochure). Inspections will begin after the abatement deadline for your jurisdiction. This notice does not relieve you of your responsibility to complete the necessary work prior to the deadline for your jurisdiction. You will be responsible for an annual fee of \$90 to cover the cost of the compliance inspection.

If you fail to complete the required abatement prior to the County inspection of your property, you will be responsible for an inspection fee of \$583 per parcel, and your property will be scheduled for service by the County contractor. If you complete the work before the County begins abating your property, you will not incur further charges. Should the abatement work be completed by the County, you will be assessed the County contractor's charges plus an administrative fee of \$576 per parcel.

The County will use the least costly method of abatement considering the physical characteristics of your property and environmental concerns. Fees are detailed in the attached price list. The total amount will be included as a special assessment on your property tax bill following confirmation of the charges by your jurisdiction. Notice of the date of that meeting will be posted at a location prescribed by your jurisdiction (typically at the Civic Center) at least three days prior to the meeting.

Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Ken Yeager, S. Joseph Simitian
County Executive: Jeffrey V. Smith

Attachment: Communications Packet Mailed December 2017 (1597 : 2018 Weed Abatement Commencement)

You can avoid all costs, other than the annual fee, by completing the abatement work yourself according to Minimum Fire Safety Standards (see enclosed brochure) prior to the abatement deadline for your jurisdiction and maintaining the Minimum Fire Safety Standards for the duration of fire season, which typically runs through October. Parcels will be removed from the program after three (3) consecutive years of voluntary compliance (work completed prior to the deadline).

In preparation for this program, please complete and return the enclosed Reply Form so that we are aware of your intentions regarding the maintenance of your property.

If you designate in your reply that you intend to abate the weeds yourself, you are expected to complete the abatement before the deadline listed on the abatement schedule and maintain fire safe conditions for the duration of the fire season. Responding that you intend to provide maintenance yourself does not release you from this responsibility to have the maintenance *completed* before your deadline and *repeated* as necessary to maintain Minimum Fire Safe Standards. County contractors will proceed to abate hazardous vegetation as necessary after the deadline for your jurisdiction.

Enclosed you will find the following information:

- ✓ A Reply Form specific to your property. Please complete and return promptly.
- ✓ A Notice to Destroy Weeds informing you of an upcoming public meeting that you must attend if you have any objections to the proposed removal of hazardous vegetation or debris from your property.
- ✓ A Weed Abatement Program Schedule for your city and a current County price list.
- ✓ A Brochure about the Santa Clara County Weed Abatement Program.

Please be aware that any abatement performed by the County contractor must be in compliance with all applicable environmental protection regulations. If your property falls within an area designated as possible habitat for burrowing owls or any other protected species of bird or animal, the methods used to remove vegetation may be regulated by specific laws or local ordinances.

If you are no longer the owner of the property identified by this mailing, please notify the County immediately. If you sell your property after the date of this letter, it is your responsibility to notify the new owner and to include the obligation to pay any abatement costs in your agreement of sale. Without taking this action, you will be responsible for all hazard abatement charges assessed to the property.

Our goal is voluntary compliance with the Minimum Fire Safety Standards, and it is our objective to ensure that all properties remain safe from fire. If you have any questions about your property or need on-site advice to help you achieve compliance with the Minimum Fire Standards, please call the Santa Clara County Weed Abatement Program at (408) 282-3145.

Sincerely,

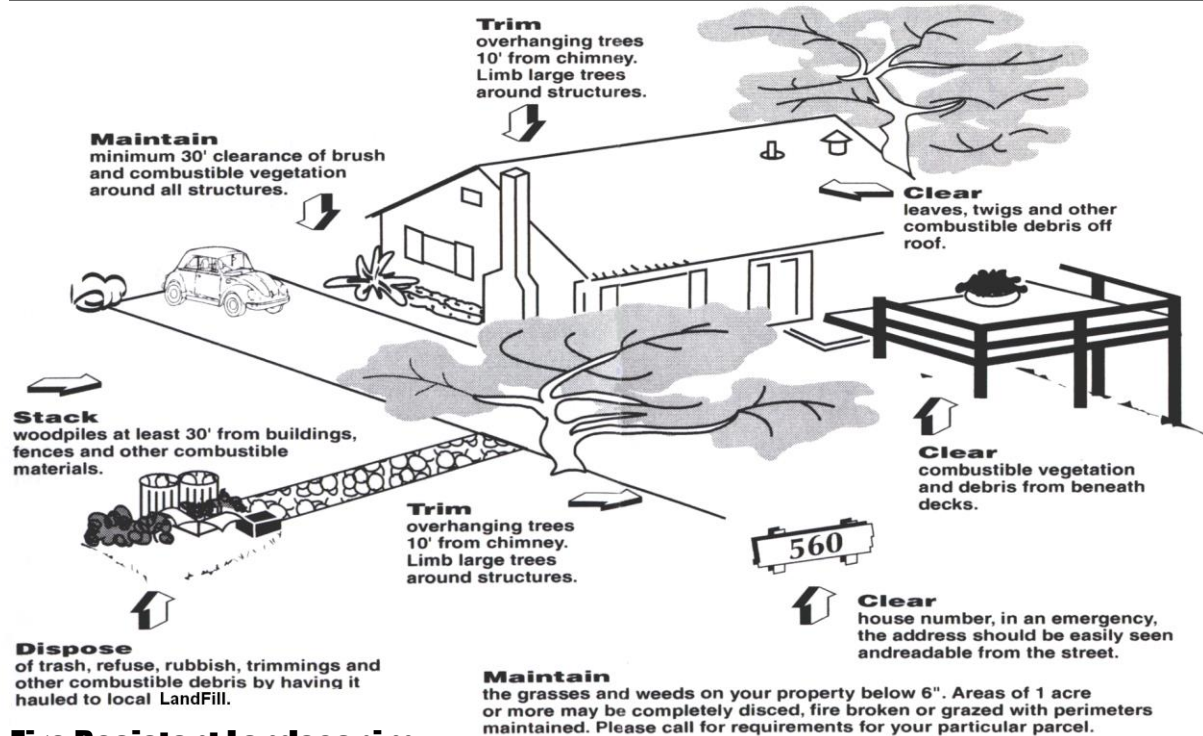


Jo Zientek, Director

Consumer and Environmental Protection Agency

MINIMUM FIRE SAFETY STANDARDS

1. **Vegetation must not exceed 6 inches in height any time after the compliance deadline.**
2. Maintain grasses and weeds below 6 inches for 10 feet horizontally on both sides of all roadways, including driveways and access routes. Roads and Driveways must maintain a clearance of 10' W by 13'6" H for all vegetation
3. Clear flammable vegetation a minimum of 30 feet around any structure, occupied or not. Ornamental vegetation should be kept clear of dead material. Some conditions, such as slopes, may require up to a 100-foot clearance.
4. Parcels one acre or less shall be completely abated. Parcels over one acre up to five acres require 30-foot clearance around structures and perimeter property lines. Additional 30-foot cross fuel breaks may also be required.
5. Parcels larger than five acres require 30-foot clearance around structures and perimeter property lines in addition to 30-foot cross fuel breaks as needed to separate the remaining vegetation into sections no larger than five acres.
6. Keep property clear of accumulation of combustible debris, such as trash, wood, and dead vegetation. Stacked firewood and neatly piled yard waste is not considered to be combustible debris.
7. Keep vegetation cleared from under the eaves of houses.
8. Trim tree branches to at least 10 feet away from chimney.
9. Clear leaves, pine needles and debris from roof and gutters.



Fire Resistant Landscaping

The following is a partial list of fire resistant plants that you may choose to use around your home to reduce the risk of fire. Contact your local nursery for selections appropriate to your area. All grasses, including those purportedly fire resistant, must be maintained below 6" in height.

Trees:

African Sumac
California Pepper

Shrubs:

Bearberry
Carmel Creeper
Carolina Cherry
Catalina Cherry

Escallonia

Hopseed Bush
Lemonade Berry

Groundcover:

Aaron's Beard
Australian Daisy
Candytuft
Sterile Capeweed

Freeway Daisy

Rock rose (except Gum Variety)

Fire Safety Through Vegetation Management

Santa Clara County

Consumer and Environmental
Protection Agency

Weed Abatement Program



1553 Berger Drive #1

San Jose, Ca 95112

Phone (408) 282-3145

Fax: (408) 286-2460

SCC.WeedAbatement@cep.sccgov.org

The Santa Clara County Weed Abatement Program

The Santa Clara County Department of Agriculture and Environmental Management and your city are working together to protect your community from fire. We need your help. Please read and follow the directions provided in this brochure regarding fire prevention on your property. The purpose of the Weed Abatement Program is to prevent fire hazards posed by vegetative growth and the accumulation of combustible materials.

The Weed Abatement program is entirely funded from fees charged to residents. Fees will be assessed for any property in the program. This is to cover the cost of the compliance inspection for the property. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement. If the property requires abatement by the County contractor, the property owner will be responsible for the actual cost of abatement plus an administrative fee. Properties that meet and maintain the minimum fire safety standards will not be charged other than the annual fee.

Program staff annually inspect parcels at the beginning of the fire season, which is typically in March or April depending on your jurisdiction. If the parcel is not in compliance at the time of inspection, the property owner will be charged a failed inspection fee, and the owner will be sent a courtesy notice as a reminder to abate the weeds. If the weeds are not abated by the property owner, the work will be completed by the County contractor. The property owner will pay the contractor's fees plus a County administrative fee. All fees will be included in your property tax bill.

Our Goal Is Voluntary Compliance

Property Owner's Responsibilities

- Do not allow a fire hazard to exist on your property. The Minimum Fire Safety Standards (MFSS) in this brochure give you guidelines to follow in order to maintain your property and protect against a fire hazard. **Please contact our office if you need guidance or have any questions regarding the requirements!**
- Make arrangements to have your property maintained throughout the year. Contractors can be found in the yellow pages. You may choose to have the County contractor maintain your property. A current price list is included in your packet.
- Please complete and return the Reply Form provided in your mailing packet by the date on the form. Indicate your preference regarding performance of weed abatement services.

Program Staff Responsibilities

- Weed Abatement Inspectors will perform periodic inspections on all parcels included in the Santa Clara County Weed Abatement Program. Properties that fail the compliance inspection will be charged a failed inspection fee, even if the resident completes the weed abatement.

- Inspectors will order the County contractor to perform all necessary abatement work on any parcel where the MFSS are not met. An attempt will be made to give the owner a courtesy notice prior to releasing the work order.
- The County contractor uses several methods of abatement including disking and handwork. The property owner is free to select whatever method they choose, provided the MFSS of all federal, state and local laws are met.
- The Weed Abatement Program will place inspection costs and the charges for County contractor services plus a County administrative fee on the property owner's tax bill during the next fiscal year.

Burrowing Owls

These small owls nest in abandoned ground squirrel burrows. Disking collapses the burrows and kills the young. These owls are listed as a state Species of Special Concern and are protected by the federal Migratory Bird Treaty Act. If you suspect burrowing owls on your property you **must** use another form of weed abatement such as mowing or weed-eating. If you request the County perform abatement services, please notify program staff or your City if burrowing owls are known to exist on your property.

Frequently Asked Questions

Q. Why have I received an Abatement Notice?

A. Typically, a property is placed on the program if a Weed Abatement Inspector identified a potential fire hazard on the property. Fire Departments and other agencies also submit complaints to the Weed Abatement Program.

Q. What is required of me now that I am in the Program?

A. All property owners are required to maintain their property free of fire hazards throughout the year.

Q. The grasses planted on my property are fire resistant. Are they exempt from the Weed Abatement program?

A. No. Even grasses that possess some fire resistant qualities are not fire proof, and they can add fuel to any site that is subject to a fire. Additionally, fire resistant grasses are rarely found in a pure, homogenous stand but rather are usually found to occur mixed with other common introduced annual grasses that are highly flammable and hazardous in a fire event. Finally, many grasses occur in Santa Clara County and species identification is difficult in the field, especially after the spring when the reproductive portions required for identification have dried and dispersed. Weed Abatement Inspectors can only focus on the presence of grasses and weeds on your property and the Minimum Fire Safety Standards, and not on grass species identification. Therefore, all grasses are required to be below 6 inches in height.

Q. What is the SC County Weed Abatement Program?

A. This is a monitoring program and our primary objective is voluntary compliance. See the first two paragraphs of this brochure for further specifics.

More FAQ:

Q. How long will I be on the Program?

A. Your property will remain on the Program for three years. If no hazards are found during that time, your property may be removed from the program.

Q. How much will this cost me?

A. There will be an annual fee to cover the cost of the compliance inspection. If the parcel does not meet the MFSS when it is first inspected in the spring, or if work is required by the County contractor, you will be charged additional fees. Our goal is to ensure that the MFSS are met at the lowest possible cost to the property owner.

Q. How will I be billed?

A. Any charges for the inspection and any abatement work performed will appear as a special assessment on your next property tax bill.

Q. Why have you performed work on my property while the vegetation is still green?

A. Grass, weeds or piles of combustible debris have been declared a public nuisance by your jurisdiction. Abating fire hazards in the spring minimizes the volume of combustible material before the hazards increase and dries out completely during the peak fire season.

Q. Will you notify me prior to beginning abatement work?

A. Property owners are responsible for preventing fire hazards on their property. If the MFSS have been met, but further work is necessary, you will receive notice prior to the County contractor performing the work. If the MFSS have **not** been met, an attempt will be made to give the owner a courtesy notice prior to initial abatement.

Q. Where can I find someone to provide abatement services?

A. Weed Abatement contractors can be found in the Yellow Pages under "Weed Control Services" or "Disking Services". You may have the County contractor perform the necessary work; see your mailing packet for a current price list as administrative costs are charged.

Q. How can I get additional information or assistance regarding the specific requirements for my property?

A. Weed Abatement Inspectors are available to assist you and answer your questions. Please call our Customer Service line at (408) 282-3145 to schedule a consultation with program staff or to obtain additional information.

Q. I have Grazing Animals do I need to perform abatement?

A. Grazing animals do not absolve you of your responsibilities to provide a fire safe condition on your property. You will need to check with our office to determine if grazing is adequate or if additional work is required.



CITY COUNCIL STAFF REPORT

MEETING DATE: February 7, 2018

PREPARED BY: Anthony Eulo, Program Administrator
APPROVED BY: City Manager

RESOLUTION OF INTENT TO HOLD SPECIAL BALLOT PROCEEDING FOR SANDALWOOD SUBAREA OF MORGAN HILL LANDSCAPE ASSESSMENT DISTRICT NUMBER 1

RECOMMENDATION(S)

Open public hearing and continue public hearing to February 21, 2018.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

The purpose of this report is to provide the Council with an opportunity to consider and adopt a resolution authorizing the special ballot proceeding needed to increase the maximum level of assessment in the Sandalwood Subarea of Morgan Hill Landscape Assessment District Number 1 (District).

The City has been administering the various subareas contained in Morgan Hill Landscape Assessment District Number 1 since the 1990s. Each of these subareas function as a “mini-district” in which the revenues garnered through the annual assessments must only be used to pay the administrative and direct service costs for that subarea. One of these subareas, Sandalwood, has had very limited services for over ten years due to the limited revenues available to serve the subarea.

As a result of Proposition 218, the assessment level cannot be increased above the maximum permitted level without an affirmative vote of the majority of the voting property owners. Two prior efforts to increase the assessments in this area were unsuccessful. Recently, however, many of the residents in the Sandalwood Subarea have contacted the City indicating that they would prefer to vote to increase their maximum assessment level in order to obtain a higher level of service.

Adopting the attached recommended resolution is the first required step for the City to hold the special ballot proceeding needed to raise the assessment limit. If the Council adopts this resolution, a public meeting on April 4th and public hearing on April 18th will follow.

COMMUNITY ENGAGEMENT: Consult

Staff has had multiple meetings over the past two years with the Sandalwood residents and the proposed increase in the maximum assessment limit is a result of those requests.

ALTERNATIVE ACTIONS:

The Council could decline to adopt the resolution which would end the City's efforts to improve the level of service in this area.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council approved previous special ballot proceedings for the Sandalwood area at least twice in the past with the last attempt occurring in 2005. While these ballot proceedings failed, the neighborhood was less engaged at the time and was not supportive.

FISCAL AND RESOURCE IMPACT:

This item does not have a fiscal impact as the ballot proceeding will only raise the legally-permissible maximum assessment limit - it will not actually increase the assessment. The actual annual assessments for the entire District will be set by a separate Council action scheduled for a meeting later in the Spring. Administering the District is included in the work program of the Community Services Department.

CEQA (California Environmental Quality Act):

Not a Project

The actions in this resolution are fiscal activities which do not directly involve a physical impact on the environment.

LINKS/ATTACHMENTS:

1. Intent Resolution

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DECLARING ITS INTENTION AND CALLING AN ASSESSMENT BALLOT PROCEEDING TO SUBMIT TO THE QUALIFIED PROPERTY OWNERS THE QUESTION OF THE PROPOSED INCREASE IN THE MAXIMUM ASSESSMENT RATE FOR THE SANDALWOOD SUBAREA OF LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT NUMBER 1 BEGINNING IN FISCAL YEAR 2018/19

The City Council of the City of Morgan Hill (hereafter referred to as the “City Council”) does resolve as follows:

WHEREAS, the City Council has previously formed Landscape Assessment District No. 1 (District), previously the Fox Hollow/Murphy Springs Landscape Assessment District, to levy and collect assessments pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highways Code (commencing with Section 22500)* (hereafter referred to as the “Act”) that provides for the levy and collection of assessments by the County of Santa Clara for the City of Morgan Hill to pay the maintenance and services of all improvements and facilities related thereto; and

WHEREAS, city representatives have met with residents of the Sandalwood Subarea of Landscape Assessment District No. 1 who have expressed an interest in increasing the level of maintenance in the Sandalwood Subarea in order to obtain a higher level of service.

NOW, THEREFORE BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF MORGAN HILL, PURSUANT TO CHAPTER 2, SECTION 22587 OF THE ACT, AS FOLLOWS:

Section 1 Intention: The City Council hereby declares its intention to increase assessments in the Sandalwood Subarea of the District over and including the land within the Sandalwood Subarea boundary, and to levy and collect increased assessments on all such land to pay the annual costs of the maintenance of certain improvements described herein. The City Council has determined at this time to call an assessment ballot proceeding therein to authorize the increased assessments to pay the costs and expenses of the improvements contained specifically and exclusively in the Sandalwood Subarea of the District as further described in Section 5 of this resolution. The City Council finds that the public’s best interest requires such increase, levy and collection.

Section 2 Calling a special ballot proceeding: Pursuant to Proposition 218, now California Constitutional Articles XIII C and XIII D, (hereafter referred to as the “Proposition 218”) approved by the California voters in November 1996, an assessment ballot proceeding is hereby called on behalf of the Sandalwood Subarea of the District on the proposition of levying the increased assessments and the assessment range formula to allow for reasonable increases within the Sandalwood Subarea of the District.

Section 3 The assessment ballot proceeding for the Sandalwood Subarea of the District on the proposition of authorizing the increased assessments and the assessment range formula to allow for reasonable increases, pursuant to Proposition 218 consists of a ballot, included with the mailed notice required by California Government Code Section 53750 *et seq.*, distributed by mail, to the property owners of record within the Sandalwood Subarea as of the county's last equalized secured property tax assessment roll. Each property owner's vote is weighted by the amount of their proposed assessment and property owners may return the ballot by mail or in person to the City Clerk not later than the conclusion of the **Public Hearing on Wednesday, April 18th, 2018.** At the Public Hearing, pursuant to Proposition 218 the agency shall tabulate the ballots to determine if a majority protest exists. The ballots shall be weighted according to the proportional financial obligation of the affected property. A majority protest exists if, upon the conclusion of the Public Hearing, ballots submitted in opposition to the assessments exceed the ballots submitted in favor of the assessments.

Section 4 District Boundaries: The boundaries of the Sandalwood Subarea of the District are described as the boundaries previously defined in the formation documents of the original Sandalwood Subarea of the District, within the boundaries of the City of Morgan Hill, within the County of Santa Clara, State of California.

Section 5 Description of Improvements: The improvements which shall be provided for the property included in the Sandalwood Subarea of the District by and through the assessments and the proposed increased assessments levied annually thereon shall include, but are not limited to: turf, shrubs, plants and trees, landscaping, irrigation and drainage systems, graffiti removal, and associated appurtenances within the public right-of-ways or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and satisfactory condition.

Section 6 Notice of Public Hearing: Notice is hereby given that a Public Meeting will be held on **Wednesday, April 4th, 2018 at 7:00 p.m.** and a **Public Hearing** on these matters will be held by the City Council on **Wednesday, April 18th, 2018 at 7:00 p.m.** or as soon thereafter as feasible in the City Council Chambers, located at 17555 Peak Avenue, Morgan Hill.

Section 7 Notice of Hearing and Ballots: The City Clerk of the City Council shall mail notice of the proposed increased assessments and of the time and place of the public hearing, as specified in Section 6 hereof, to the record owner of each assessable parcel of property identified in the Engineer's Report. Such notice shall specify the total amount of the increased assessments chargeable to all the property within the Sandalwood Subarea of the District, the amount chargeable to each owner's particular parcel, the duration of the assessments, the reason for the assessments and the basis upon which the amount of the proposed assessments was calculated, together with the date, time and location of the public hearing on the proposed assessments as specified in Section 6 hereof. The notice shall include, in a conspicuous place, thereon, a summary of the procedures applicable to the completion, return and tabulation of the assessment ballots, which will accompany the notice and shall include a statement that the existence of a majority protest will result in the assessments not being levied, and that a majority protest will exist if, upon the conclusion of the hearing, ballots submitted in opposition to the assessments exceed the ballots submitted in favor of the assessments. Each such notice mailed to owners of identified parcels within the Sandalwood Subarea of the District shall contain a ballot which includes the City's

City of Morgan Hill
Resolution No.
Page 3 of 3

address for receipt of any ballot when completed by any owner receiving such notice whereby each such owner may indicate his or her name, reasonable identification of the parcel and support or position to the proposed assessments.

Section 8 The City Clerk is hereby authorized and directed to give notice of such hearing as provided by law.

Section 9 The Engineer's report of February 7, 2018 complies with applicable State statutes authorizing the assessment or its increase and with the California Constitution and may, therefore, be approved by the City Council.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 7th Day of February, 2018 by the following vote.

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

DATE: _____

Steve Tate, MAYOR

⌋ CERTIFICATION ⌋

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Resolution No. , adopted by the City Council at a Regular Meeting held on February 7, 2018.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: Intent Resolution (1608 : Sandalwood Resolution of Intent)

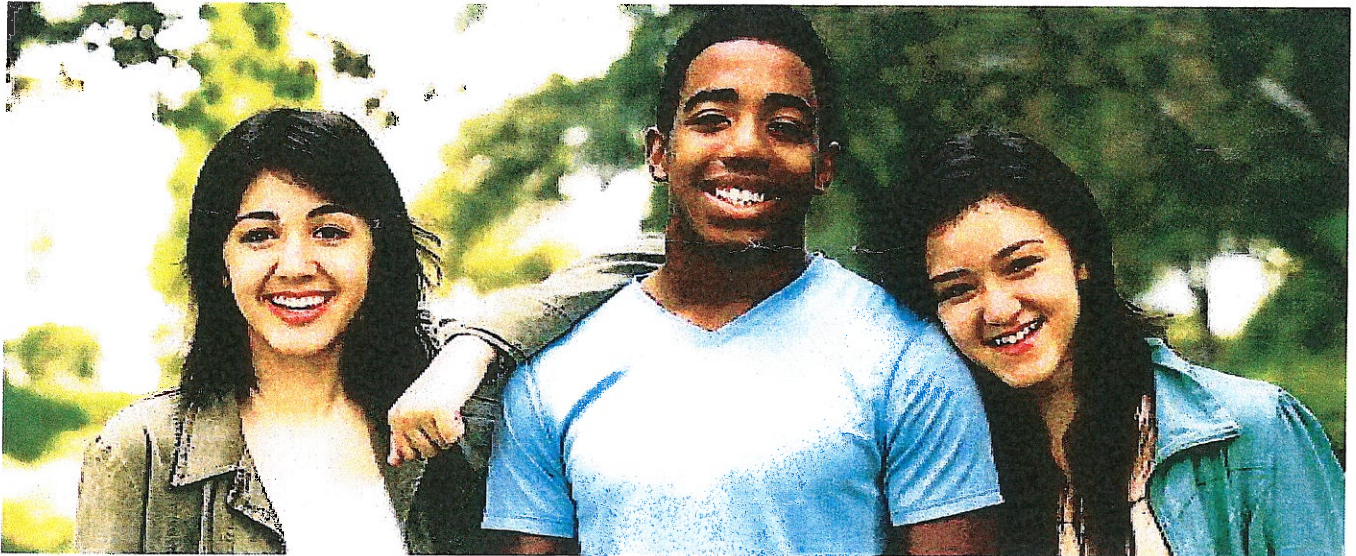
2018 Adolescent Mental Wellness Conference

Overcoming Cultural Barriers to Access

April 27-28, 2018
Santa Clara Convention Center

We're bringing policymakers, educators, clinicians, family members and youth together to discuss the barriers to mental health care access and treatment that multicultural communities face. We hope you'll join us for this special event!

Visit adolescentconference.stanfordchildrens.org to register



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Suicide Prevention Policy

Chief David Swing

February 7, 2018



Should the City of Morgan Hill have a formal policy for suicide prevention?

In January 2017, the Santa Clara County Public Health Department published a final Epi-Aid report from the Center of Disease Control related to youth suicide in Santa Clara County

Morgan Hill was identified as having a significantly higher than average rate of incidence of suicide attempts and completed suicides for youth ages 10-24

Epi-Aid Report

- ▶ An Epi-Aid report is not a research study but rather a rapid investigation of urgent public health problems
- ▶ Both field and investigative approaches were used to evaluate data and corresponding results from 2003-2015 in Santa Clara County
- ▶ Morgan Hill was found to have 12.7 per 100,000 of youth suicide incidences compared to San Jose, at the lowest of 4.6 per 100,000 incidences
- ▶ The rate of emergency hospital department visits for Morgan Hill was found to be 235.4 visits per 100,000
- ▶ Morgan Hill also had a rate of youth hospitalization for suicide attempt/self-injury that was 126.1 per 100,000

South County Suicide Prevention Workgroup



- ▶ The South County Suicide Prevention Workgroup is comprised of stakeholders from the Cities and School Districts of Gilroy and Morgan Hill, Community Solutions, County Behavioral Health, Discovery Counseling, Kaiser, and Youth Alliance
- ▶ The group holds monthly meetings to discuss programmatic and policy considerations along with identifying training needs
- ▶ Longer-term projects include evaluating access to services and better identifying those at risk or in need of support and identifying systems related changes that can reduce the incidence of self-harm

Suicide Prevention Policy

- ▶ The Policy encourages community collaboration; promotes planning, implementing, and evaluation strategies for suicide prevention, intervention, and follow-up care after an incident of self-harm; and encourages mental health care
- ▶ The Policy commits the involved parties to include the City, Community Solutions, and County Behavioral Health to implement a Suicide Review Committee which, when implemented, would be the first of its kind in the County
- ▶ The implementation will include the City of Gilroy and Unified School Districts of both Gilroy and Morgan Hill

Training

- ▶ The training component includes the completion of a two-hour training designed for multiple groups called Question, Persuade, Refer and a first responder training called Applied Suicide Intervention Skills Training



- ▶ A regional training day is planned for early spring 2018 for local journalists and press information officers on best practices for suicide reporting

Should the City of Morgan Hill have a formal policy for suicide prevention?



- ▶ Morgan Hill has been identified as having a significantly higher than average rate of self-harm for youth ages 10-24
- ▶ Protective factors listed in the Epi-Aid report for actions of self-harm are aligned with the Developmental Assets and work of the Youth Advisory Council
- ▶ The Policy is intended as a City-wide policy to encourage a collaborative effort and encourage mental health care

If you or someone you know is struggling with mental illness or thoughts of self-harm, don't lose hope there is help.

- ▶ Call the Santa Clara County Suicide & Crisis Hotline at **1-855-278-4204**
 - ▶ 24/7, toll-free, confidential phone intervention and emotional support
- ▶ Text **BAY to 741741** to be connected with a Crisis Counselor at the Crisis Text Line
 - ▶ 24/7, nationwide, free, secure online support
- ▶ Call the Santa Clara County Mental Health Services at **1-800-704-0900**
 - ▶ 24/7, toll-free, confidential phone intervention and emotional support
- ▶ Contact your local Health Care Provider

Undetermined risk factors for suicide among youth, ages 10-24, Santa Clara County, CA, 2016

Amanda Garcia-Williams, MPH, PhD

Julie O'Donnell, PhD, MPH

County Briefing

Dr. Mandeep Baath

Santa Clara County Public Health Department

August 3rd, 2017

Fatal suicidal behavior

Youth suicide rates by city of residence, 2003–2015

	Count	Crude Suicide Rate per 100,000	95% Confidence Interval	
San Jose	113	4.6	3.8	5.5
Morgan Hill	13	12.7	7.3	21.8
Palo Alto	19	14.1	9.0	22.2
Sunnyvale	17	6.4	4.0	10.3
Santa Clara	14	5.1	3.0	8.5

Data Source: Vital statistics, combined years 2003-2015
Case Definition: (1) County of residence listed as Santa Clara County, (2) Death occurred in state of California, (3) Decedent 10 to 24 years of age, (4) Manner of death listed as suicide.

Suicide rate for Palo Alto, San Jose and Morgan Hill residents who died in California by age category, vital statistics, 2003-2015

Palo Alto	Count	Crude Suicide Rate per 100,000
Age 10–24*	19	14.1
Age 25–39	11	7.0
Age 40–54	16	8.0
Age 55–69	26	19.0
70 and Over	22	20.9
Age 10 and Over*	94	12.8

San Jose	Count	Crude Suicide Rate per 100,000
Age 10–24	113	4.6
Age 25–39	217	7.5
Age 40–54	318	11.7
Age 55–69	187	11.4
70 and Over	109	13.0
Age 10 and Over	944	9.0

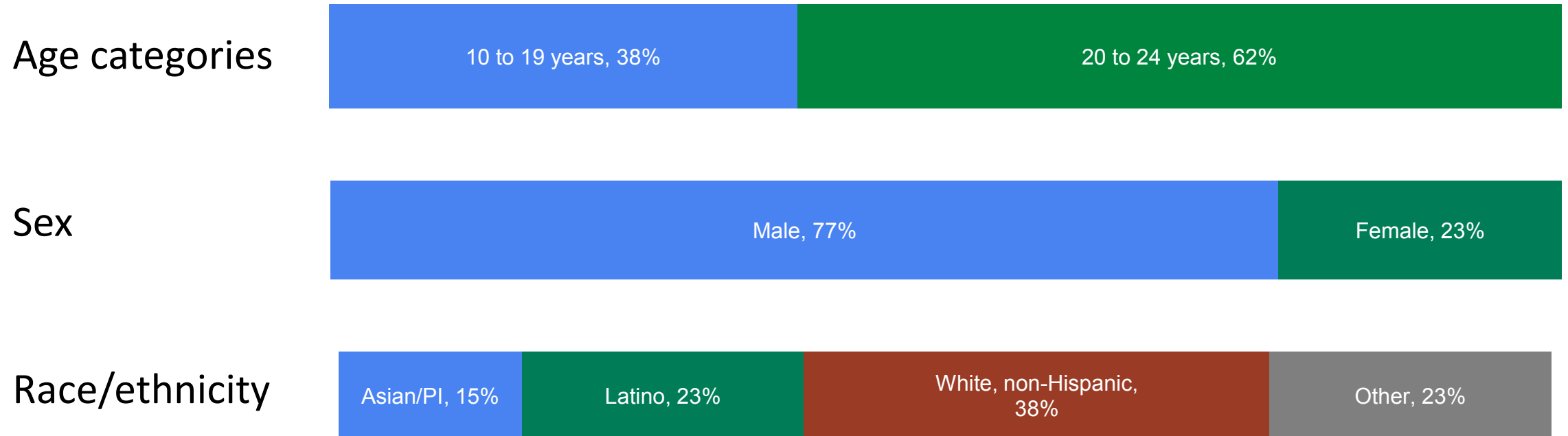
Morgan Hill	Count	Crude Suicide Rate per 100,000
Age 10–24‡	13	12.7
Age 25–39‡	14	15.3
Age 40–54	18	15.0
Age 55–69	--	9.7
70 and Over	--	10.0
Age 10 and Over	55	13.2

* Statistically significant difference between Palo Alto and San Jose compared by age category ($p < 0.05$)

‡ Statistically significant difference between Morgan Hill and San Jose compared by age category ($p < 0.05$)

-- Suppressed because cell size < 10

Select characteristics of suicide deaths among youth residents of the City of Morgan Hill, 2003–2015



The common methods were hanging/strangulation/suffocation followed by firearms and poisoning.

Data Source: Vital statistics, combined years 2003-2015

Case Definition: (1) County of residence listed as Santa Clara County, (2) Death occurred in state of California, (3) Decedent 10 to 24 years of age, (4) Manner of death listed as suicide.

Known precipitating circumstances for youth suicide, by city of residence, 2003–2015

Current mental health problem

Current depressed mood

Current treatment for mental illness

Ever treated for mental health problem

Suicide note

Suicide intent disclosed

Suicide thought history

Suicide attempt history

Recent crisis

Intimate partner problems

Argument

School problem

Family relationship problem

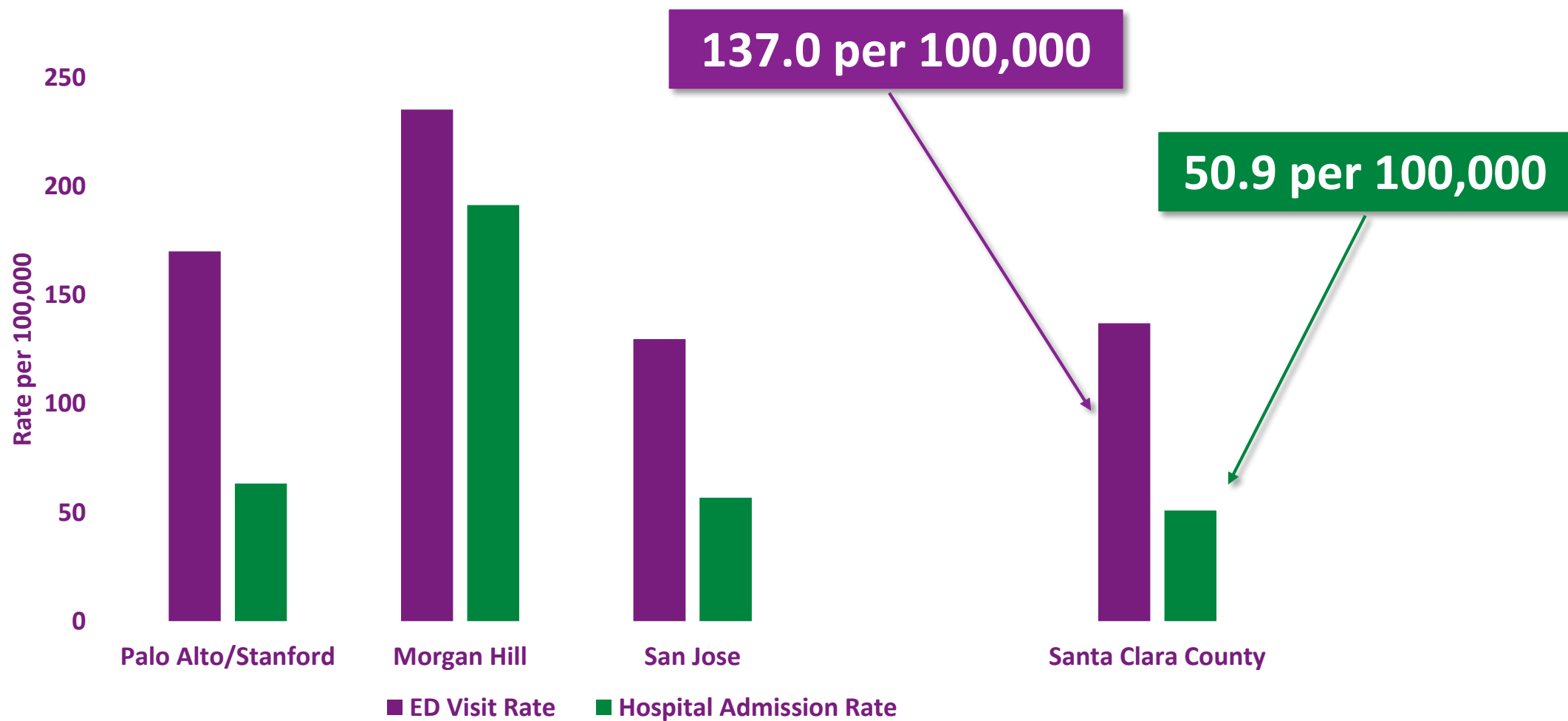
	Morgan Hill	Palo Alto	San Jose	Santa Clara	Sunnyvale	Other
Current mental health problem	X	X	X		X	X
Current depressed mood	X	X	X	X	X	X
Current treatment for mental illness	X	X			X	X
Ever treated for mental health problem	X	X	X		X	X
Suicide note	X	X	X	X	X	X
Suicide intent disclosed	X	X	X		X	
Suicide thought history			X	X	X	X
Suicide attempt history	X	X	X		X	
Recent crisis	X	X	X	X	X	X
Intimate partner problems	X		X	X	X	
Argument	X		X			
School problem	X	X			X	X
Family relationship problem	X					

X indicates that ≥25% of suicide decedents had the precipitating circumstance indicated in their medical examiner report

Data Source: Medical examiner reports (2003-2015). **Population:** (1) County of residence listed as Santa Clara County, (2) Death occurred in Santa Clara County, (3) Decedent 10 to 24 years of age, (4) Manner of death listed as suicide.

Nonfatal suicidal behavior

Crude Emergency Department (ED) visit and hospitalization rate for suicide attempt/self injury[†]

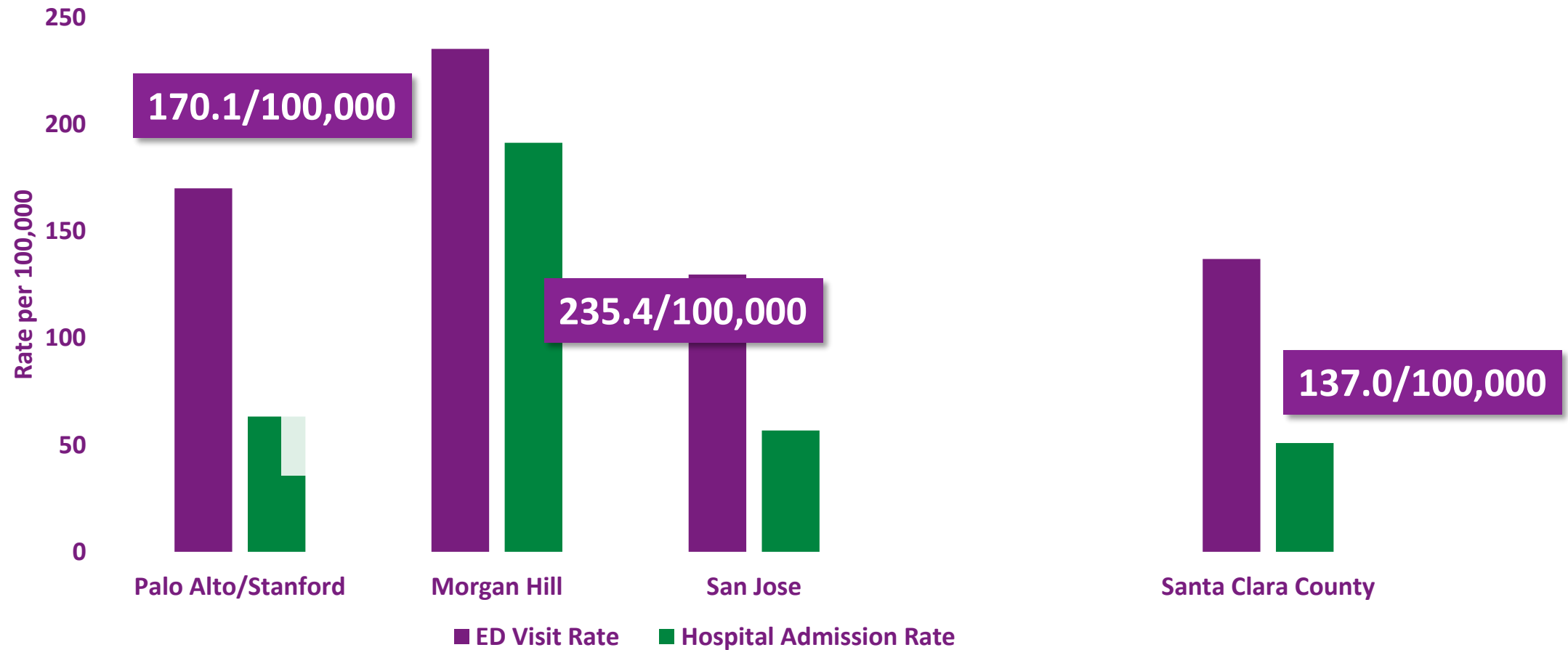


[†] suicide attempt without suicidal ideation

Data Source: Emergency Department Data (2005-2014), Patient Discharge Data (2003-2014)

Population: (1) Patient was 10 to 24 years of age, (2) Patient was a resident of Santa Clara County, and (3) Visit/hospitalization was for suicide attempt/self-injury. Suicide attempt/self-injury was defined based on the principal or any other diagnosis coded with ICD-9 external cause of injury codes (E-codes) in the range 950.0–959.9, corresponding to suicide attempt and self-inflicted injury.

ED visit rate for Palo Alto/Stanford and Morgan Hill were higher than rate for Santa Clara County



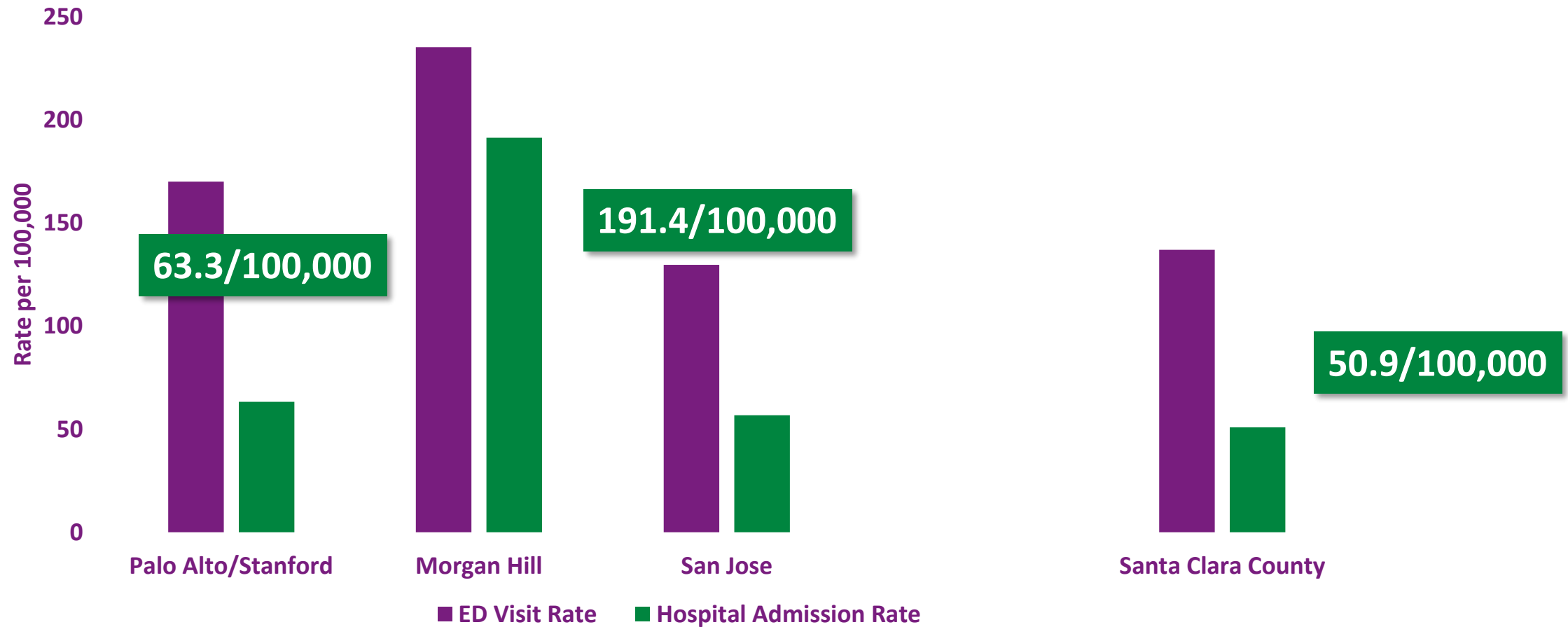
† suicide attempt without suicidal ideation

Data Source: Emergency Department Data (2005-2014), Patient Discharge Data (2003-2014)

Population: (1) Patient was 10 to 24 years of age, (2) Patient was a resident of Santa Clara County, and (3) Visit/hospitalization was for suicide attempt/self-injury. Suicide attempt/self-injury was defined based on the principal or any other diagnosis coded with ICD-9 external cause of injury codes (E-codes) in the range 950.0–959.9, corresponding to suicide attempt and self-inflicted injury.

Crude Emergency Department (ED) Visit and Hospital Admission Rates

Hospitalization rates for Palo Alto/Stanford and Morgan Hill were higher than rate for Santa Clara County

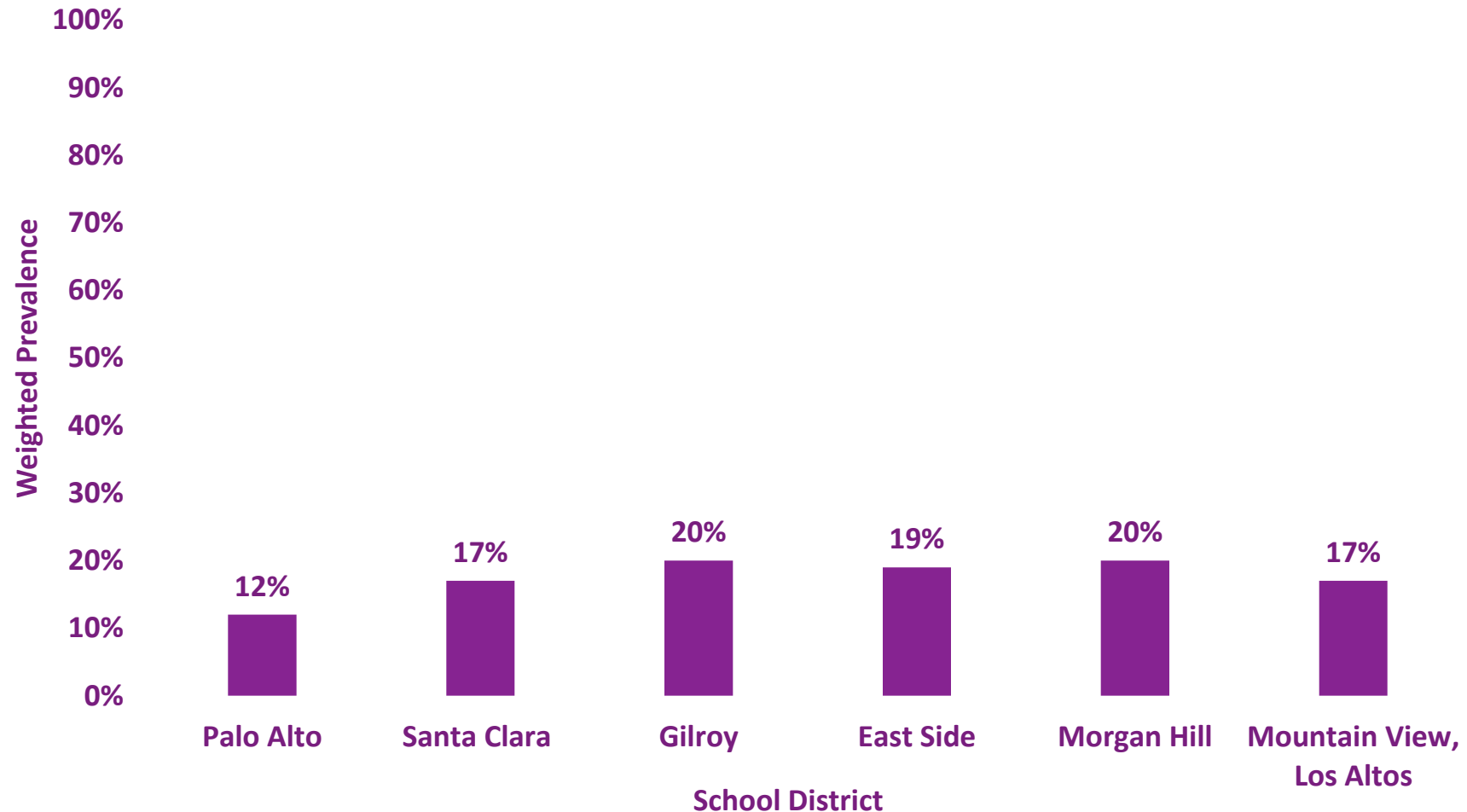


† suicide attempt without suicidal ideation

Data Source: Emergency Department Data (2005-2014), Patient Discharge Data (2003-2014)

Population: (1) Patient was 10 to 24 years of age, (2) Patient was a resident of Santa Clara County, and (3) Visit/hospitalization was for suicide attempt/self-injury. Suicide attempt/self-injury was defined based on the principal or any other diagnosis coded with ICD-9 external cause of injury codes (E-codes) in the range 950.0–959.9, corresponding to suicide attempt and self-inflicted injury.

Weighted prevalence of past year suicidal ideation among public high school students, 2013–2014

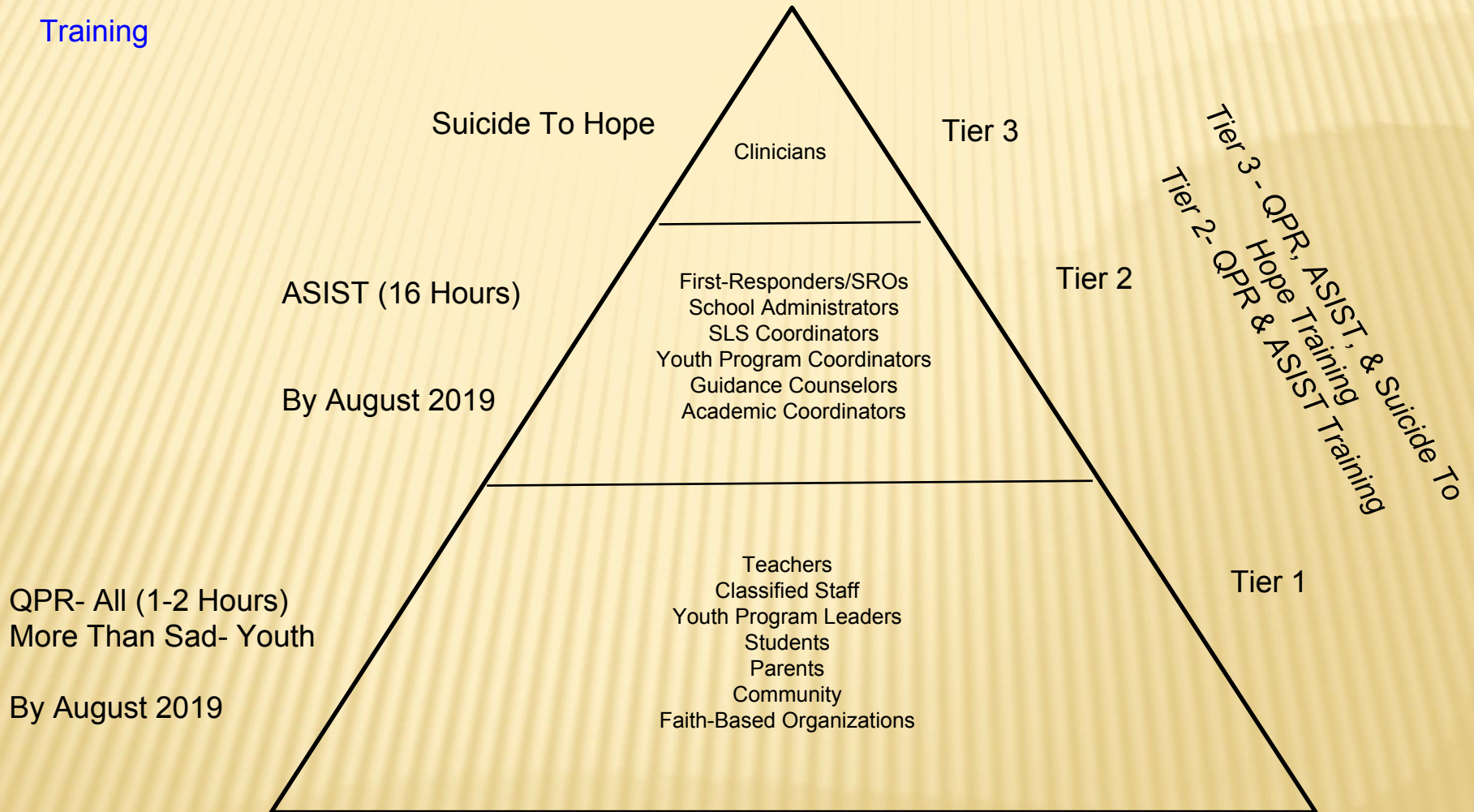


Data Sources: California Healthy Kids Survey (2013–2014)

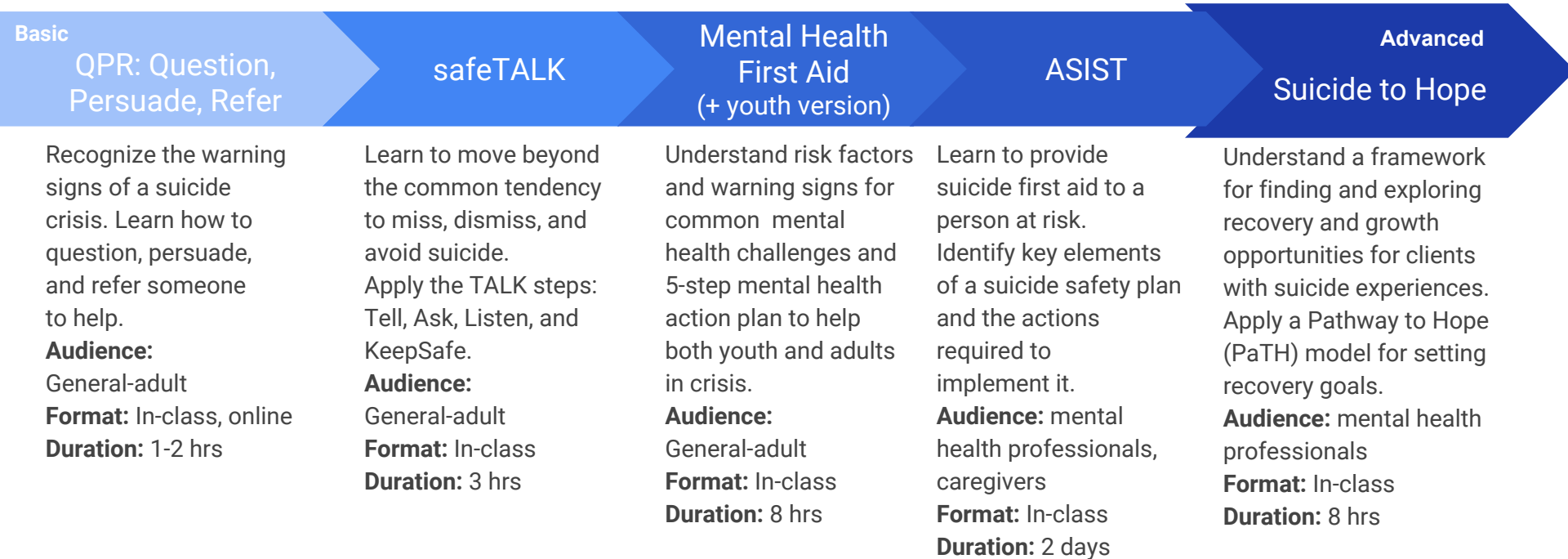
Population: Public high school students from Santa Clara County

MTSS MODEL OF *SUICIDE PREVENTION* TRAINING FOR SOUTH COUNTY

Training



Suicide Prevention Adult Training Programs



To arrange a training and for information about youth trainings, please contact zinat.mohamed@hhs.sccgov.org, (408) 885-6421

All trainings are free and funded by the voter-approved Mental Health Services Act (Prop. 63).



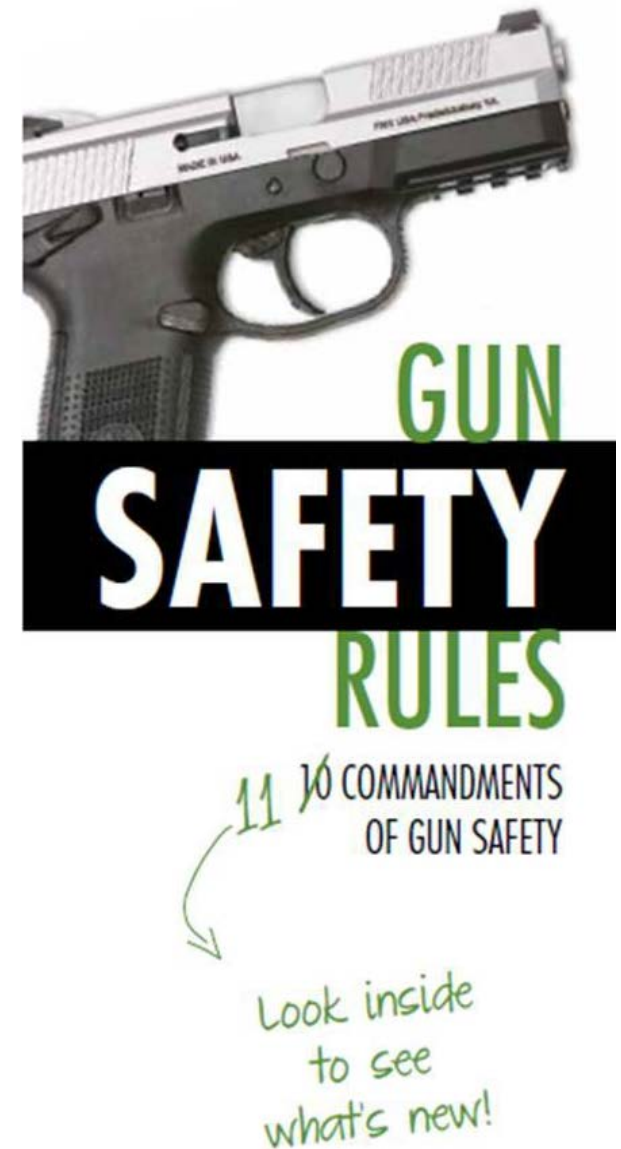
Suicide Facts

- There are 21,000 suicides by firearm per year in the U.S. About half of suicides (52%) involve use of firearms.
- Reducing access to lethal means can save lives. Access to firearms is one of the risk factors for suicide.
- Many suicide attempts occur with little planning, during a short-term crisis. Ninety percent of suicide attempters who survive do NOT go on to die by suicide later.
- If someone you know is showing signs of depression or suicide, immediately follow safety measures:
 - ✓ Lock the unloaded firearms in a gun safe or tamper-proof storage box, with ammunition locked in a separate location.
 - ✓ Store firearms outside of the house, with someone you trust.
 - ✓ Inquire with local gun shops and shooting ranges, who may rent storage lockers for a fee.

Source: "Suicide, Guns, and Public Health." Means Matter, Harvard T.H. Chan School of Public Health, www.hsph.harvard.edu/means-matter/.

Santa Clara County Resources

Emergency 24/7 (Police/Fire)	911
Ask for a C.I.T. officer trained in mental health issues	
Information and Referrals 24/7	211
Police (Non-emergency) 24/7	311
Suicide and Crisis Hotline 24/7	1-855-278-4204
Suicide Prevention Lifeline (National)	800-273-TALK (8255) Veterans: Press 1
Teen Hotline 24/7	888-247-7717
Rape Crisis Hotline 24/7	408-287-3000
Contact Cares	408-850-6125
Crisis and parental stress hotline	
Mental Health Urgent Care	408-885-7855
Mental Health Services Call Center	800-704-0900
24/7 assistance in accessing County mental health services, referrals to community services, and assistance during a mental health crisis	
National Alliance on Mental Illness	800-950-NAMI
GATEWAY	800-488-9919
Drug/alcohol linkage services	
Uplift Mobile Crisis Unit	408-379-9085
Children under 18	
Child Protective Services	408-299-2071
Friendship Line	800-971-0016
Senior citizens	
Golden Gateway	408-295-5288
Adults 60+	
Adult Protective Services	800-414-2002
Shelter Referrals 24/7	800-774-3583
Next Door	408-279-2962
Domestic violence support services	



Shooting a Gun

- 1. Seek proper instruction.** Attend a reputable firearms safety handling course or seek private instruction before attempting to use a firearm. Before handling a new gun, learn how it operates. This includes knowing its basic parts, how to safely open and close the action, and how to safely remove any ammunition if loaded. Remember: A firearm's mechanical safety device is never foolproof. The safety device can never replace safe firearm handling.
- 2. Wear eye and ear protection as appropriate.** Firearms are loud. They can also emit debris and hot gases that can cause injury. Safety glasses and ear protectors are recommended, for these reasons.
- 3. Be sure your gun and ammunition are compatible.** Only cartridges or shells designed for a particular gun can be safely fired by that gun. Most guns have their cartridge or shell type stamped on the barrel. Ammunition can be identified by information printed on the box and stamped on each cartridge. Do not fire the gun if there is any question about the compatibility of the gun and ammunition.
- 4. Carry only one gauge/caliber of ammunition when shooting.** Smaller ammunition can be accidentally placed in a gun chamber designed for larger ammunition, creating an obstruction and a very hazardous situation. Remove unfired ammunition from clothing when you are through shooting in order to avoid accidentally mixing different ammunition the next time you go shooting.

5. Be sure of your target—and what's beyond.

Be absolutely sure you have identified your target, without any doubt. Equally important is to be aware of the area that is beyond your target. This means observing your prospective area of fire before you shoot. Never fire in a direction where there are people or any other potential for mishap. It's simple: Think first, shoot second.

6. Don't mix alcohol or drugs with shooting.

Alcohol—in addition to any other substance likely to impair mental or physical functions of the body—should not be used before or while handling firearms.

Owning and Handling a Gun

7. Keep your finger off the trigger until you are ready to shoot. There's a natural tendency to place your finger on the trigger when holding a gun. Avoid it! Your trigger finger should be extended, pointing forward, pressed against the side of the firearm, above the trigger area.

8. Keep the action open and the gun unloaded until ready to use. Whenever you pick up any gun, immediately check the action and check to see that the chamber is unloaded. If the gun has a magazine, make sure it is empty. Even if the magazine is empty or removed, a cartridge may still remain in the firing chamber. If you do not know how to open the gun's action, leave it alone or get help from someone who knows.

9. Always point the muzzle in a safe direction.

Whether you are shooting or simply handling your gun, never point the muzzle at yourself or at others. Common sense should dictate which direction is safest depending on your location and various other conditions. Generally speaking, it is safest to have the gun pointed upward or towards the ground.

10. Store your guns safely and securely when not in use. Hiding guns where you think children or others will not find them is not enough. Always store your guns unloaded and locked in a case or gun safe when not in use, with ammunition locked and stored in a separate location.

11. Consider temporary off-site storage if a family member may be suicidal. When an emotional crisis (like a break-up, job loss, legal trouble) or a major change in someone's behavior (like depression, violence, heavy drinking) causes concern, storing guns outside the home for a while may save a life. Friends as well as some shooting clubs or gun shops may be able to store them for you until the situation improves. Also consider storing ammo at a separate location.



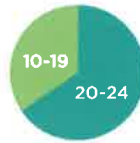
Funded by counties through the Mental Health Services Act (Prop 63).

About Youth Suicide in Santa Clara County

Suicide Facts & Figures



Suicide is the
**2nd leading
cause of death**
among 10-24 year olds
in the U.S.



From 2003-2015, of the 10-24 year olds
who died by suicide in Santa Clara County
66% were ages 20-24



10-24 year olds in Santa Clara County

had a rate of suicide of **5.4 per 100,000** from 2003-2015

Similar to California's rate of 5.3 per 100,000

Nearly all youth who died by suicide had factors that preceded suicide such as a recent crises or a current mental health problem

Building Youth Resilience



High self-esteem/perception of self



Positive relationships with parents/family



Positive relationships with school & community



Caring relationship with teacher/adult in school



Feeling connected with school & community



Being academically motivated

Suicides Are Preventable



Suicide & Crisis Hotline 1-855-278-4204
Toll Free – 24 hours – 7 days a week

Youth Suicide Warning Signs at
www.youthsuicidewarningsigns.org



SANTA CLARA COUNTY
Behavioral Health Services

Santa Clara Valley Behavioral Health Services



MISSION

To assist individuals in our community affected by mental illness and serious emotional disturbance to achieve their hopes, dreams and quality of life goals. To accomplish this, services must be delivered in the least restrictive, non-stigmatizing, most accessible environment within a coordinated system of community and self-care, respectful of a person's family and loved ones, language, culture, ethnicity, gender and sexual identity.

VALUES

We believe without reservation that:

- All people have the right to mental health and well-being
- All people must be treated with fairness, respect, and dignity in a culturally and linguistically competent way
- With effective treatment and support, recovery from mental illness is achievable
- Consumers will actively participate in their own recovery and treatment goals
- Consumers and their families will be at the center in the development, delivery, implementation, and evaluation of their treatment
- The system of care must have a structure and process for ensuring services access to needed services for potential and current consumers
- All people must have access to the highest quality and most effective integrated services

SANTA CLARA COUNTY SUICIDE PREVENTION PROGRAM
1-408-885-3982

California Mental Health Services Authority



MISSION

The mission of CalMHSA is to provide member counties a flexible, efficient, and effective administrative/fiscal structure focused on collaborative partnerships and pooling efforts in:

- Development and implementation of common strategies and programs
- Fiscal integrity, protections, and management of collective risk
- Accountability at state, regional, and local levels

VALUES

CalMHSA shall continually promote:

- Systems and services which strengthen and transform community mental health and reduce disparities in access, utilization and outcomes by age, race, ethnicity and gender, sexual orientation, nationality and disability;
- Efficiency, expertise, innovation, accountability and quality;
- Transparency and stakeholder input;
- Prevention and early intervention;
- Community collaboration; cultural competence;
- Recognition that geographical features might require unique program interventions;
- Client/family-driven mental health system for children, transition age youth adults, older adults;
- Wellness focus, including recovery and resilience;
- Integrated service experiences and interactions; (integration may occur in other systems such as primary care, aging services, education, etc.)
- Qualified, culturally competent and diverse public mental health workforce with the knowledge and skills to work with age-specific and racially, ethnically and culturally diverse populations.

SUICIDE PREVENTION INTERVENTION WORKGROUP

Suicide Prevention and Crisis



A resource for you and your loved ones



Prevention

- Research shows that many individuals who attempt suicide show warning signs of their attempt before they act.
- Some of the signs of a person at risk are:
 - Depression
 - Change in sleep patterns
 - Eating (more/less)
 - Giving away prized possessions
 - Lack of interest in normal activities
 - Hoarding medication
 - Flat demeanor/wax face
 - Expressing hopelessness
 - Drug/alcohol relapse

Resources

- SANTA CLARA SUICIDE & CRISIS HOTLINE
1-855-278-4204
- MENTAL HEALTH URGENT CARE
1-408-885-7855
- NATIONAL VETERANS SUICIDE PREVENTION LINE 1-800-273-8255
- VETERANS ASSOCIATION PALO ALTO
1-800-455-0057
- FRIENDSHIP LINE/SENIORS
1-800-971-0016
- FREE SUICIDE PREVENTION TRAINING
1-408-885-3723



Intervention

- When anyone suffers, it is one too many.
- When you feel there is no hope, you are NOT alone

Need Help?
Suicide & Crisis Hotline
1-855-278-4204
Toll-Free
24 hours/ 7 days

Resources

- NATIONAL ALLIANCE ON MENTAL ILLNESS 1-408-453-0400
- ZEPHYR WALK IN SERVICES
1-408-792-2140
- EMQ MOBILE CRISIS
1-408-379-9085
- EMERGENCY PSYCHIATRIC SERVICES
1-408-885-6100
- MENTAL HEALTH URGENT CARE
1-408-885-7855
- EMERGENCY 24/7 Call 911
Ask for CIT Officer
- TEEN HOTLINE 24/7
1-888-247-7717
- THE LGBTQ YOUTH SPACE
1-408-343-7940

Postvention

- No one should feel ashamed or weak because of a suicide attempt.
- There are many of us who are suicide attempt survivors and we are grateful to be alive.
- When you have lost a loved one to suicide you are a survivor.
- There is support for you, you are not alone.

Resources

- MENTAL HEALTH URGENT CARE
1-408-885-7855
- NATIONAL ALLIANCE ON MENTAL ILLNESS SANTA CLARA CHAPTER
1-408-453-0400
- SURVIVORS OF SUICIDE SUPPORT GROUP
1-855-278-4204
- KARA 1-650-321-5272
- GOLDEN GATEWAY
1-408-295-5288
Outreach to seniors 60+
- CALIFORNIA SURVIVOR OUTREACH
1-925-462-6866
- CENTER FOR LIVING WITH DYING
1-408-243-0222

Draft Resolution to
be modified by Town
Council deliberations
and direction.

RESOLUTION 2015-____

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF LOS GATOS
ESTABLISHING A SUICIDE PREVENTION POLICY**

WHEREAS, the County of Santa Clara Board of Supervisors adopted the Santa Clara County Suicide Prevention Strategic Plan on August 24, 2010.

WHEREAS, the Plan identified specific action items for populations of different ages, tailored to their needs, and the Plan also called for governance advocacy, such as local governments adopting suicide prevention policies.

WHEREAS, certain Town employees are trained in suicide intervention and intervention, and have successfully helped Town residents and visitors with suicidal tendencies and responded appropriately in other mental health situations.

WHEREAS, Los Gatos has experienced a high rate of suicide compared with other communities in Santa Clara County during the period of 2009 through 2013.

NOW, THEREFORE, BE IT RESOLVED:

1. The Town Council hereby establishes a Suicide Prevention Policy to advance best practices as identified in the National Suicide Prevention Plan, the California Suicide Prevention Plan, and the Santa Clara County Suicide Prevention Strategic Plan.

2. This Policy calls for employee education, and for all residents, public and private institutions, businesses, and other entities to work towards preventing suicides and creating a healthier and safer community.

PASSED AND ADOPTED at a regular meeting of the Town Council of the Town of Los Gatos, California, held on the 18th day of August, 2015, by the following vote:

COUNCIL MEMBERS:

AYES:

NAYS:

ABSENT:

ABSTAIN:

SIGNED:

**MAYOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA**

ATTEST:

**CLERK ADMINISTRATOR OF THE TOWN OF LOS GATOS
LOS GATOS, CALIFORNIA**

A RESOLUTION IN SUPPORT OF THE SANTA CLARA COUNTY
SUICIDE PREVENTION STRATEGIC PLAN

WHEREAS, Surgeon General Dr. David Satcher, in his 1999 "Call to Action to Prevent Suicide," stated suicide in the United States is a serious public health issue and the most preventable form of death; and

WHEREAS, the National Strategy for Suicide Prevention: Goals and Objectives for Action promotes "increasing the proportion of family, youth and community service providers and organizations with evidence-based suicide prevention programs" (Objective 4.7); and

WHEREAS, Mountain View lost 49 individuals in recent years to suicide, and many other residents attempt suicide or express suicidal thoughts; and

WHEREAS, almost all Santa Clara County cities annually have residents of all races, gender, ages and other social characteristics either express, attempt or die by suicide, affecting many members of our communities, making this a community matter requiring collective action; and

WHEREAS, it is essential to support the Santa Clara County Suicide Prevention Strategic Plan goals to: (1) reduce deaths by suicide; (2) increase awareness and understanding of suicidal deaths and what to do; (3) improve data collection, monitoring and follow-up; and (4) have residents respond to a person in need; and

WHEREAS, educating people on suicide risk factors, warning signs and protective factors and removing stigma about mental health treatment, recovery and resiliency is enlightened action;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mountain View hereby supports and endorses the Santa Clara County Suicide Prevention Strategic Plan, and calls upon citizens, public and private institutions, businesses and schools to join us in a community-wide vision to prevent death by suicide and create a healthier and safer community.

CITY OF MOUNTAIN VIEW
RESOLUTION NO.
SERIES 2012

A RESOLUTION ESTABLISHING CITY COUNCIL POLICY K-19
CONCERNING SUICIDE PREVENTION

WHEREAS, on December 7, 2010, the City Council passed a resolution to support the Santa Clara County Suicide Prevention Strategic Plan; and

WHEREAS, adoption of a Suicide Prevention Policy was approved as part of a health- and wellness-related major City Council goal for Fiscal Year 2011-12; and

WHEREAS, Santa Clara County has lost 140 individuals in recent years to suicide, and many other residents attempt suicide or express suicidal thoughts, making this a significant public health issue; and

WHEREAS, this policy shall advance current strategies and best practices as designated by the Suicide Prevention Resource Center, a national agency promoting the National Suicide Prevention Plan, the California Suicide Prevention Plan and the Santa Clara County Suicide Prevention Strategic Plan; and

WHEREAS, this policy calls for employee education, community suicide prevention messaging and education, policy alignment, supports the County's efforts and public information sharing according to best practices;

NOW, THEREFORE, BE IT BE RESOLVED that the City Council of the City of Mountain View, hereby adopts City Council Policy K-19, "Suicide Prevention," attached to this resolution, and calls upon all citizens, government agencies, public and private institutions, businesses and schools to join us to prevent death by suicide and create a healthier and safer community.

KC/5/RESO
607-07-03-12R-E^

CITY COUNCIL POLICY

REVISED: _____

Effective Date: _____

Resolution No. _____

SUBJECT: SUICIDE PREVENTION

NO: K-19

PURPOSE:

To establish a policy for suicide prevention strategies for the City organization and the community. This policy is compatible with the Santa Clara County Suicide Prevention Strategic Plan that was adopted by the Santa Clara County Board of Supervisors on August 24, 2010.

POLICY:

1. The City shall provide educational opportunities for City staff to gain a better understanding about the causes of suicide and learn appropriate methods for identifying and preventing loss of life by suicide.
2. The City shall use existing communication methods to promote suicide prevention awareness and encourage use of available mental health resources.
3. The City shall collaborate and align its suicide prevention strategies with relevant core service providers.
4. The City shall collaborate with the Santa Clara County Mental Health Department and other relevant organizations for the purpose of preventing loss of life by suicide.
5. The City Manager or his/her designee shall establish procedures for sharing public information related to suicide occurrences or suicide attempts in the City.

CNLPOL
K19-607CP^

Suicide Prevention Policy and Mental Health Promotion
September 22, 2010

Background

The Palo Alto City Council and City Administration understand the concern that suicide poses to its residents and employees/employers. Within that framework, the City shall adopt suicide prevention strategies and intervention procedures. These policy and procedures will be compatible with the Santa Clara County Suicide Prevention Strategic Plan that was adopted by the Santa Clara County Board of Supervisors on August 24, 2010. To meet these goals, mental health care shall be promoted and there shall be support for community members in need.

Suicide Prevention Policy

This policy shall advance current strategies and best practices as designated by the Suicide Prevention Resource Center, a national agency promoting the national suicide prevention plan, and the California Suicide Prevention Plan.

This policy promotes planning, implementing, and evaluating strategies for suicide prevention and intervention and encouraging mental health care.

This will be accomplished by City staff and residents gaining a better understanding about the causes of suicide and learning appropriate methods for identifying and preventing loss of life. The policy and procedures will include training in identifying those at risk (gatekeeper training) and how to report suicide threats to the appropriate parental and professional authorities.

This policy shall provide for active collaboration on similar work by the Palo Alto Unified School district and other local and regional authorities, including Santa Clara County government. This policy shall advance current strategies, including but not limited to, parent education, youth outreach, mental health support of students, means reduction, youth mental health screenings, and grief support amongst other actions.

The implementation of this policy (and related procedures), supports initiatives and actions taken by the community task force, Project Safety Net, or any future similar committee. Their activities will be agreed upon, implemented and evaluated.

A strong and effective educational program promote the healthy mental, emotional, and social development of residents and employees/employers including, but not limited to, understanding of problem-solving skills, coping skills,

and resilience. Additionally, an easily accessible list of mental health and suicide prevention resources shall be maintained.

The City Manager or his/her designee shall establish a crisis intervention plan and procedures to ensure public safety and appropriate communications in the event that a suicide occurs or an attempt is made by an individual in the City of Palo Alto. The City Manager will explore how this policy relates to the City's Emergency Crisis Plan.

The City of Palo Alto Administration shall ensure that all staff members have been issued a copy of this suicide prevention policy and related procedures. All staff are responsible for knowing and acting upon them.

Funds to implement this policy shall be provided, when available, and shall be sought through private donations, grant applications and other sources of outside funding. Additional funding will also be sought through partnership with the Palo Alto Unified School District and other agencies with expertise in this area.

This policy shall be reviewed annually to confirm compliance and to make any necessary revisions.

Introduction

When someone dies by suicide, the loss of that precious human life and the loss of that person's potential is only one of the anguishing outcomes: There can be no more heartbreaking pain than having a loved one end his or her life. Along with intense grief from the gaping hole in one's life, there is overwhelming sorrow about the loss that is typically mixed with a surplus of other tormenting emotions.

In Santa Clara County, death by suicide is the 10th leading cause of death. Our County ranks 54th out of California's 58 counties (with 58 being the worst) in the rate of adolescent self-inflicted injury.¹ Death by suicide occurs, on average, every three days; and there are 2 suicide attempts every day, and an estimated 14 suicidal gestures every day in Santa Clara County.

This troubling reality of suicide in Santa Clara County stands in stark contrast to our positive identity—to our sense of pride in being the largest member of the economic region called Silicon Valley, a world leader in development of new technologies and industries, where our cities are frequently ranked among the highest in the nation in overall health and safety. We pride ourselves as being civic-minded and welcoming of all who choose Santa Clara Valley as their home; and yet, one out of every ten deaths is the result of someone taking their own life.

This plan is the effort of many who endeavor to understand the enigma of suicide in Silicon Valley and to take a stand, together as a community, to prevent it. Our belief is one death by suicide is one death too many. One person struggling with despair and the contemplation of taking his/ her own life is one person too many.

Our mission is to bring community awareness to the issue of suicide and to engage a community effort to stop it. Additionally, as we do so, we hope to enlist the public in our effort to contribute to the success of other communities that endeavor to take action to prevent suicide.

We have organized the following report so that you, the reader, will understand how we went about our planning work, what we learned about suicide as we planned, and how we arrived at the five overarching recommendations of this Plan. Those recommendations, discussed in detail in Section V. What We Recommend, focus on community-wide education, policy development, data collection and evaluation, communication and media practices, and an array of suicide prevention programs and services. Some of the services recommended for all ages include:

- Screening and referral resources in primary care and other caregiving settings
- Training for professionals, service providers and community members on identification and response to individuals at risk
- Crisis Hotline and a single, countywide access point/telephone number
- Accessible, affordable and appropriate crisis, counseling and support services
- Mobile crisis unit
- Self-help centers in communities

- Phone consultation services
- Post-incident care for individuals and families after a 5150 episode (involuntary admission to residential psychiatric care for up to 72 hours)
- Public recognition of individuals who connect people at risk of suicide to resources
- Incorporating individuals who have survived their own attempts to die by suicide and individuals who have lost a loved one to suicide in the efforts to increase awareness and prevention

The Suicide Prevention Advisory Committee is proposing broad recommendations to:

- One: *Implement and coordinate suicide intervention programs and services for targeted high risk populations***
- Two: *Implement a community education and information campaign to increase public awareness of suicide and suicide prevention***
- Three: *Develop local communication “best practices” to improve media coverage and public dialogue related to suicide***
- Four: *Implement a policy and governance advocacy initiative to promote systems change in suicide awareness and prevention***
- Five: *Establish a robust data collection and monitoring system to increase the scope and availability of suicide-related data and evaluate suicide prevention efforts***

Each of these broad recommendations, once endorsed by the Mental Health Board and local stakeholders and approved by the Board of Supervisors, will be developed into implementation plans, including well defined deliverables with budgets and specific procurement recommendations. It is expected that a significant portion of the funding for the plan components will be funded through Mental Health Services Act (MHSA) Prevention and Early Intervention Statewide Project funds; however, it also is anticipated that funding will be sought from other community resources, insuring this is truly a community-supported effort.

These recommendations and strategies are described in more detail beginning on page 63. In response to public feedback, this document has been designed to provide an overview in the introduction of the recommendations, followed by the details of how these recommendations were selected, and culminating in a more detailed explanation of each strategy and next steps. The Next Steps section of this document begins on page 85.

Please join us in a community-wide education and action campaign to reduce the unnecessary loss of life from suicides. Join us in choosing hope and action over hopelessness and inaction. **You can help** by learning about warning signs, reaching out to friends and family who are in distress with encouragement and information about ways to seek help, breaking the taboo by discussing suicide, and sharing the most important assets we have as human beings: empathy, comfort, support for our fellow human beings and the knowledge and ability to act as needed.

2017 Morgan Hill ECONOMIC BLUEPRINT



Morgan Hill City Council
February 7, 2018

Economic Blueprint Update



17575 Peak Avenue Morgan Hill, CA 95037
408.779.7271 • morganhill.ca.gov

Four Industry Areas

Innovation and Advanced Manufacturing
Grow existing companies, attract new industry and grow professional jobs.

Retail
Grow retail offerings and strengthen commercial nodes.

Tourism
Grow leisure, agriculture, wine country and recreational tourism.

Healthcare
Grow and foster the medical service and diagnostics industry by attracting services and facilities.



2035 GENERAL PLAN

CITY OF MORGAN HILL | ADOPTED JULY 27, 2015

ECONOMIC DEVELOPMENT

CHAPTER PURPOSE

The Economic Development Element promotes the well-being of local residents and businesses by establishing guidance to help diversify the local economy with a mix of business types across industry sectors and increase the quantity of job opportunities for local residents. To achieve these goals, the City aims to develop a robust mix of businesses that will support the City's fiscal sustainability, decrease the need for local residents to commute, create a thriving downtown that remains a focal point of community life, and enhance Morgan Hill's appeal as a tourist destination. This Element provides brief background information and related goals, and actions on the following topics:

- Household Prosperity
- Fiscal Sustainability
- Business Retention and Attraction
- Tourism
- Downtown
- Commercial Development
- Office and Industrial
- Infrastructure to Support Businesses

HOUSEHOLD PROSPERITY

One of the key community benefits from successful economic development efforts is household prosperity. Local residents enjoy increased economic opportunity when the community has a robust and diverse range of business activity and job opportunities. Actions that help residents upgrade their job skills and connect the local population with new job opportunities

2017 Morgan Hill ECONOMIC BLUEPRINT



CITY OF
17575 Poak Avenue
408.779.7271

PUBLIC REVIEW DRAFT
AUGUST 8, 2017



City of Morgan Hill Zoning Code

Municipal Code Title 18



2018
Telecommunications
Efforts

City-driven Solutions (policies
and regulations)

Workshops on Best Practices

Fiber Network for City
Facilities



Morgan Hill Zoning Portal

This tool simplifies the site selection process and shows you where your project is permitted.

[Check my zoning](#)



AMAZON HQ2 REQUEST FOR PROPOSAL

Submitted by:
City of Morgan Hill
Economic Development Department

17575 Peak Avenue
Morgan Hill, CA 95037
408.310.4633

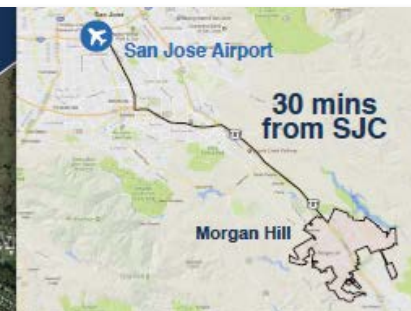
October 19, 2017



17575 Peak Avenue Morgan Hill, CA 95037
408.779.7271 • morganhill.ca.gov

Morgan Hill Development Opportunities

6.25 Million SF



1 1,092,000 sf	4 57,145 sf	7 67,954 sf	10 586,230 sf
2 103,237 sf	5 641,639 sf	8 182,952 sf	11 533,958 sf
3 2,329,455 sf	6 261,360 sf	9 206,474 sf	12 182,952 sf



MORGAN HILL



VISION

- » Clear Development Goals
- » Sustainable Community
- » Progressive Zoning Code



OPPORTUNITY

- » Available Land
- » Investment Opportunities
- » Abundant Talent
- » Reverse Commute
- » Business Support



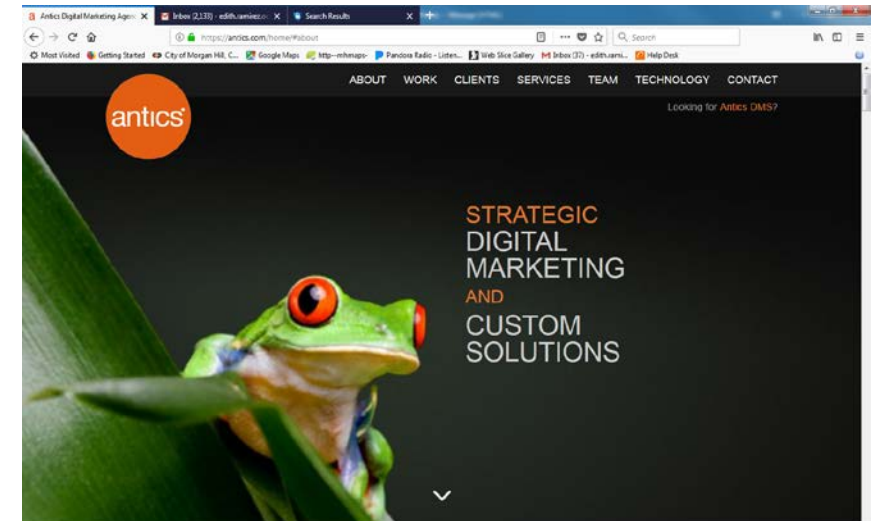
COMMUNITY

- » Rich with Amenities
- » Affordable Housing
- » Dining Destination
- » Access to the Outdoors

Request approval:

Advertisement Agreement with
SVBJ

Economic Development Website
with Antics Online



Tourism Business Improvement District (TBID)



2018

OTHER EFFORTS FOR 2018	Industry
Adopt an industrial land preservation strategy (#1)	Innovation
Develop a Retail Concentration Strategy (#13)	Retail
Identify shopping center-specific fixes (#16) * Freeway Signage Program	Retail
Identify pre-zoned hotel sites (#27)	Tourism
Newsrack Program	Retail

Questions?



CITY OF MORGAN HILL

Below Market Rate (BMR) Program Update

- 509 BMR ownership units with 30 new construction units in the pipeline in 2018
- 1,166 Affordable rental units, deed restricted 55 years & 38 mixed income units (zero vacancies as of January 2018)
- BMR Ownership Monitoring efforts began August of 2017 to verify owner occupancy

“Transferring a BMR Home”

- Is it permitted?
- Can a family member inherit the home and/or the affordable opportunity?
- Transfers by Refinance
- Transfers through family changes (e.g. Marriage or Divorce)
- Transfers by Inheritance

Homelessness & Development

- Homeless Safe Parking Program, full service, solution oriented Program
- (EAH) Ecumenical Association of Housing 41 unit, family & youth scattered site project Dec. 2018
- (UHC) Urban Housing Communities, 39 unit, affordable project secured \$5.8M Measure A funding, Construction begins Sept. 2018
- South County Regional Partnerships (City of Gilroy, farmworker housing, homeless outreach workers, case management for the homeless, the creation of a consistent homeless response)

15 New State Legislative Initiatives

“Housing Accountability Act” (HAA)

- SB 35 (Weiner) Streamlined Housing Development, requires local agencies to ministerially approve multifamily housing projects meeting HAA eligible criteria (% of units designated for households earning 80% and below AMI)
- Limits local discretion decisions (density, reduces parking requirements, 60 & 90 day shorter timelines for review)
- Objective Standards (no personal or subjective judgement) published and adopted by ordinance
- Local agencies are now accountable for enforcing production of all affordability levels per Regional Housing Needs Allocation (RHNA) goals

2007-2014 Housing Element Cycle

Income Level	RHNA unit Goal	Permits Issued	% of RHNA Met	Units + or -
Very Low (0-50% AMI) includes 30% AMI for reporting purposes	317	98	31%	-219 units
Low (50-80% AMI)	249	100	40%	-149 units
Moderate (80-120% AMI)	246	43	17%	-203 units
Above Moderate (120% +AMI)	500	1,286	257%	+786 units
TOTAL RHNA	1,312	1,527	116%	+215

2015-2022 RHNA Goals

Income Level	RHNA unit Goal	Permits Issued to date (not including 2017)	% of RHNA Met	Units + or -
Very Low (0-50% AMI) includes 30% AMI for reporting purposes	273	40	14.65%	- 233
Low (50-80% AMI)	154	144	93.5%	- 10
Moderate (80-120% AMI)	185	10	5.40%	- 175
Above Moderate (120% +AMI)	316	534	59.17%	+ 218
TOTAL RHNA	928	728	78.44%	- 200

Future Policy Considerations

- Should the City of Morgan Hill adopt an inclusionary rental ordinance to help increase the total number of affordable rental units to help meet RHNA goals?
- Should the City of Morgan Hill recast its RDCS goals to meet the extremely low/very low (0-50% AMI) and moderate (80-120%) affordability levels to meet current and future RHNA goals?



Memorandum

Date: February 5, 2018

To: Mayor and City Council
Christina Turner, City Manager

From: Leslie Little, Asst. City Manager/Development Services

Subject: Supplemental Report Item # 8 – 2018 Housing Report.

SB 35 Streamlined Housing Development – California Housing and Community Development list of Cities/Counties Now Subject to Process

Item # 8 on the February 7 City Council Agenda discusses 15 new State legislative initiatives which were approved in 2017. One of those measures, SB 35 is discussed in detail beginning on page 9 of the staff report (page 189 of the printed agenda packet). SB 35 (Weiner) requires local agencies to ministerially approve multifamily housing projects meeting certain eligibility criteria if the City is found to have fallen short of production goals set by the Regional Housing Needs Allocation (RHNA). In the staff report, it is stated that a local city is subject to the provisions of this bill if the State Department of Housing and Community Development (HCD) determines that the jurisdiction has not issued enough building permits to satisfy its RHNA numbers by income category, or, did not submit the required annual Housing report to HCD for two years. The bill is effective until January 2026. **This represents a major shift in Housing Element and accountability practice in California as heretofore Housing Elements were required to demonstrate sufficient capacity of appropriately zoned housing sites, with housing development opportunity enough to meet 100% of identified RHNA needs; cities have never been held accountable to deliver these assigned housing units, at specific affordability levels as production goals.** The bill contains punitive measures to limit local cities and counties ability to restrict certain housing, if the jurisdiction has fallen short of production goals, as determined by HCD. The determination does not consider a community's past performance providing affordable housing. It is forward looking only, with an eye towards building new housing capacity.

On February 1, the California Department of Housing and Community Development released maps and lists of cities and counties in California that are now subject to streamlined housing development under Senate Bill 35 (attached). California has 540 cities and counties. Of the 539 cities and counties which appear on the HCD list, only 13 have been determined to have met their obligations. 378 have not met their obligations for above moderate (market rate) construction or do not have a certified housing element (and or failed to file their annual HCD Housing report) and 148, have not made enough

progress toward housing at assigned affordability levels in HCD's evaluation. Morgan Hill is one of 148 jurisdictions which has consistently met assigned RHNA overall new housing production goals for above moderate units but have made "insufficient progress toward lower income RHNA" units in HCD's assessment. The February 7, 2018 staff report contains a detailed chart of RHNA performance in the past and in the current review cycle.

This designation means that proposed projects containing 50% or more units can be streamlined if they are affordable to people with incomes of 80% (low income) of the area median income (AMI); for example, a family of four could have a maximum income of \$89,400.

SB 35 has gained significant attention from housing advocates, with additional punitive measures for cities who fail to reach RHNA allocations being discussed in many arenas. The most serious limitations to affordable housing production remains the lack of availability of financing post RDA dissolution in 2011. None of these measures address that issue.

Going forward, several new housing bills have been introduced for consideration during the 2018 Legislative session. One, again sponsored by State Senator Scott Wiener, will further increase oversight over local and regional housing obligations. SB 828 as proposed would require:

- 1) HCD to perform a one-time unmet needs assessment for every California region before the next housing cycle (2023) and then add those numbers to the forecast allocations. This is intended to act as a reset for every part of California to "get on track after decades of underproduction."
- 2) Establish methodologies that acknowledge the particular need for moderate and above moderate income (workforce) housing in areas where housing prices are increasing at a rate far faster than wages
- 3) Authorize HCD to challenge inequitable allocations between comparable jurisdictions
- 4) Require HCD to rollover jurisdiction's specific underproduction from the last cycle to the next if a city has underperformed and not met their RHNA
- 5) Prohibit regional planners from purposely underallocating in cities that they know are underperformers and will have rollover numbers
- 6) Require Housing Elements to zone for 200%, not 100%, of their housing obligation every cycle.



Senator Scott Wiener, 11th Senate District

Senate Bill 828 – Fixing RHNA

SUMMARY

Senate Bill 828 strengthens the Regional Housing Needs Assessment (RHNA) by increasing state oversight over local and regional housing obligations, and requiring the Department of Housing and Community Development (HCD) to do an audit of California's unmet housing need.

BACKGROUND/EXISTING LAW

Under current law, the state and its regional governments go through a process called RHNA every eight years to determine how much housing, at various income levels, local communities are obligated to accommodate.

The Department of Finance and HCD forecast population growth for each region based on a variety of factors, and then regional councils of government (COGs) divide this allocation among its local jurisdictions. HCD confirms that the local numbers add up for each region, and then the local government is required to plan and zone for 100% of their local allocation in the Housing Element of its General Plan.

PROBLEM

There are several key issues with RHNA.

First, the state's population forecasts do not take into account historic underproduction of housing, which has been particularly stark over the past several decades. As communities stifle housing construction locally, their population is limited by how many new homes are built, creating the illusion that population growth is slowing or stagnant. This illusion is prevalent even in areas that have thriving job markets and skyrocketing housing demand and prices. There is also no rollover mechanism to ensure that communities who underperform in one cycle are held accountable to their remaining obligation when the next cycle starts, creating a perverse incentive for cities to routinely underperform on RHNA. Over time, their population growth will slow, their previous obligations will be forgiven, and their allocations will be reduced.

Second, each regional government establishes its own unique methodology for allocating housing obligations to local jurisdictions. The state has very little oversight authority over this process. More often than not, this results in heavily

politicized allocations that are divorced from the data about true housing demand and fair share principles. For example, in the last RHNA cycle, Redondo Beach was allocated 1397 units of housing for an eight-year period, while Hermosa Beach and Manhattan Beach – adjacent and demographically similar coastal communities – were allocated 2 and 37 total units of housing, respectively.

Lastly, after local governments are assigned their housing obligation, they are expected to zone for precisely 100% of the projected growth. This underwhelming requirement sets communities up for failure in housing production, as not every newly zoned parcel will have a development application completed and project constructed to its full capacity within several years.

SOLUTION

SB 828 tackles these issues with various provisions to strengthen RHNA, including:

- Requiring HCD to do a one-time unmet need assessment for every California region before the next housing cycle, and then add those numbers to the forecasted allocations. This will act as a reset for every part of California to get on track after decades of underproduction.
- Establishing methodologies that acknowledge the particular need for moderate and above-moderate income housing in areas where housing prices are increasing at a rate far faster than wages.
- Authorizing HCD to challenge inequitable allocations between comparable jurisdictions.
- Requiring HCD to rollover jurisdiction-specific underproduction from the last cycle to the next if a city has underperformed and not met their RHNA.
- Prohibiting regional planners from purposely underallocating in cities that they know are underperformers and will have rollover numbers.
- Requiring Housing Elements to zone for 200% of their housing obligation every cycle – not 100%.

FOR MORE INFORMATION

Ann Fryman, *Legislative Aide*
ann.fryman@sen.ca.gov

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**OFFICE OF THE DIRECTOR**

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FOR IMMEDIATE RELEASE

Date: February 1, 2018

Contact: Karen C. Naungayan

Office: (916) 263-7400

Mobile: (916) 207-9132

karen.naungayan@hcd.ca.gov**CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
RELEASES LIST OF CITIES/COUNTIES NOW SUBJECT TO STREAMLINED
HOUSING DEVELOPMENT*****Senate Bill 35 streamlines development in cities, counties that fail to make sufficient progress toward meeting their housing need***

SACRAMENTO – The California Department of Housing and Community Development (HCD) today released maps showing which cities and counties in California are now subject to streamlined housing development under Senate Bill 35.

SB 35 is an integral piece of California's historic 15-bill housing package that was signed into law by Governor Edmund G. Brown Jr. in September 2017. The law, which took effect January 1, is intended to help address housing affordability by expediting approvals for certain new housing projects in jurisdiction that are not meeting their housing needs.

Maps are available for these regions: [Bay Area](#), [Central Coast](#), [Central Valley](#), [Sacramento](#), [San Diego](#), [Southern California](#), and the [entire state](#).

Each region's housing need is determined every five to eight years through the Regional Housing Needs Allocation (RHNA) process. Once the need is determined, cities and counties must show they have zoned enough land for housing to accommodate families and individuals at all income levels. These plans, known as housing elements, must be submitted to HCD for approval and incorporated into the city's or county's general plan. SB 35 looks beyond planning to see if cities/counties have permitted housing in line with their need. When they have not, they are subject to SB 35.

In order for a proposed development to qualify for expedited development approval in a city or county that is subject to SB 35 streamlining, it must, among other things:

- Be located on an infill site.
- Follow residential and mixed-use zoning laws.
- Dedicate at least 10 percent of housing units for lower-income residents if the city/county has not made sufficient progress toward their above-moderate income housing need, or at least 50 percent of housing units for lower-income residents if the city/county has not made sufficient progress toward their very-low and low-income housing need.

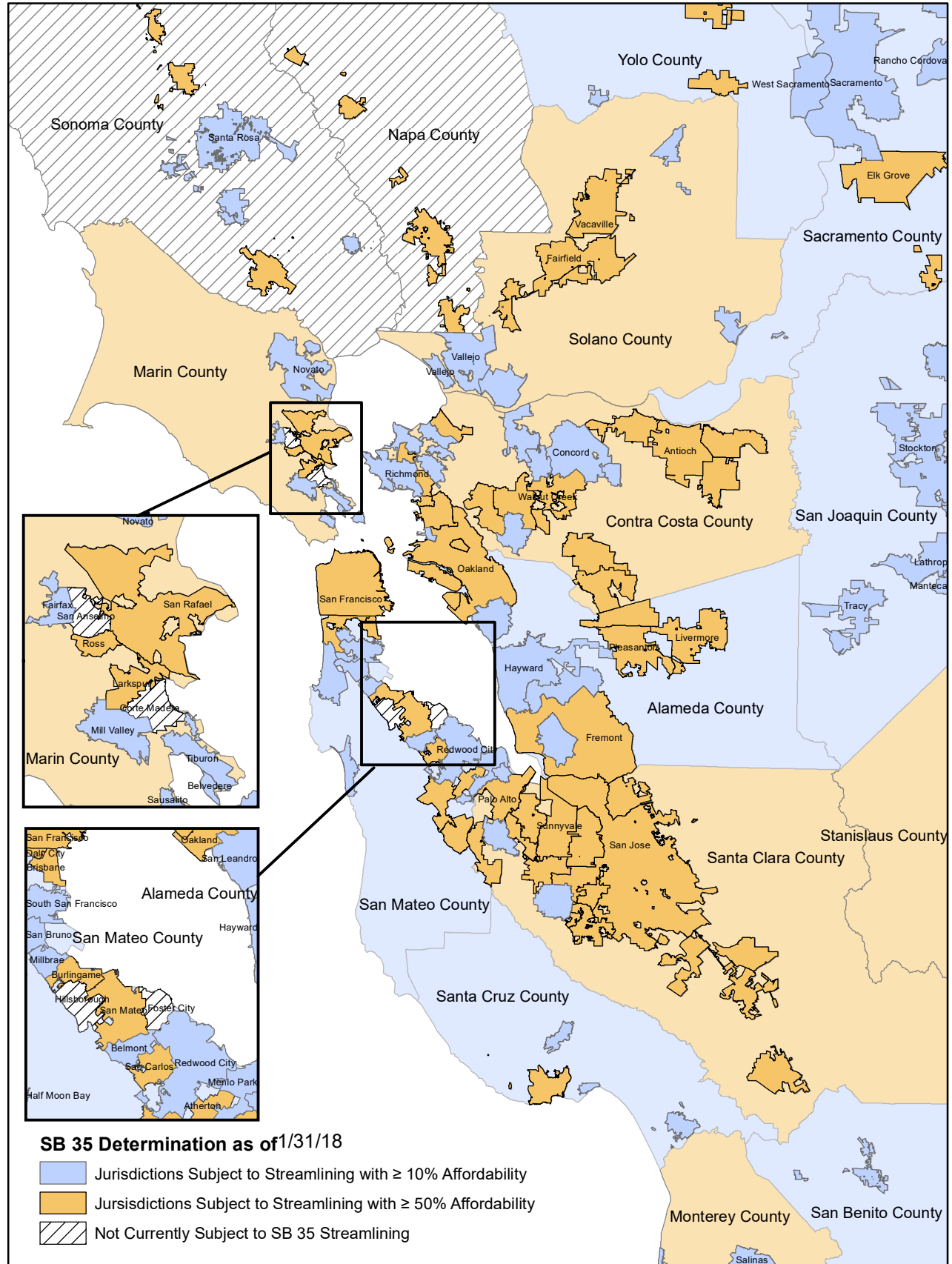
The other 14 bills within the housing package work in tandem with SB 35 and help begin to tackle California's housing challenges. HCD will host a [webinar on SB 35](#) on February 6, 2018 from 3:30pm-4:30pm. To receive email notifications about SB 35 and other elements of the housing package, [sign up to receive HCD email](#) and select "California's 2017 Housing Package." More information, including frequently asked questions and milestones for the bills' implementation can be found on HCD's [2017 Housing Package webpage](#).

The California Department of Housing and Community Development is dedicated to the preservation and expansion of safe and affordable housing so more Californians have a place to call home. Our team works to ensure an adequate supply of housing for Californians and promotes the growth of strong communities through its leadership, policy and program development. For more information, please visit www.hcd.ca.gov and follow us on Twitter, @California_HCD and Facebook, @CaliforniaHCD.

###

SB 35 Bay Area Regional Determination For Cities and Unincorporated Areas Within Counties

As of 1/31/18



SB 35 Statewide Determination Summary

Cities and Counties Not Currently Subject to SB 35 Streamlining Provisions

This determination represents Annual Progress Report (APR) data received as of January 31, 2018, and will be updated at least quarterly to incorporate new or corrected data provided by jurisdictions. The following 13 jurisdictions have met their prorated Lower (Very-Low and Low) and Above-Moderate Income Regional Housing Needs Assessment (RHNA) for the Reporting Period and submitted their latest APR (2016). These jurisdictions are not currently subject to SB 35 (Chapter 366, Statutes of 2017) streamlining, but the jurisdictions are still encouraged to promote streamlining. **All other cities and counties beyond these 13 are subject to at least some form of SB 35 streamlining, as indicated on the following page.**

For more detail on the proration methodology or background data see the SB 35 Determination Methodology.

JURISDICTION	
1	BEVERLY HILLS
2	CARPINTERIA
3	CORTE MADERA
4	FOSTER CITY
5	HILLSBOROUGH
6	LEMON GROVE
7	NAPA COUNTY
8	SAN ANSELMO
9	SAN FERNANDO
10	SAN LUIS OBISPO
11	SANTA BARBARA COUNTY
12	SONOMA COUNTY
13	WEST HOLLYWOOD

SB 35 Statewide Determination Summary

Cities and Counties Subject to SB 35 Streamlining Provisions

When Proposed Developments Include $\geq 10\%$ Affordability

When jurisdictions have insufficient progress toward their Above Moderate income RHNA and/or have not submitted the most recent Annual Progress Report (2016), these jurisdictions are subject to SB 35 (Chapter 366, Statutes of 2017) streamlining for proposed developments with at least 10% affordability.

These conditions currently apply to the following 378 jurisdictions:

JURISDICTION	JURISDICTION	JURISDICTION
1 ADELANTO	31 BIGGS	61 CLEARLAKE
2 ALAMEDA COUNTY	32 BISHOP	62 CLOVERDALE
3 ALISO VIEJO	33 BLUE LAKE	63 CLOVIS
4 ALPINE COUNTY	34 BLYTHE	64 COACHELLA
5 ALTURAS	35 BRADBURY	65 COALINGA
6 AMADOR	36 BRAWLEY	66 COLFAX
7 AMADOR COUNTY	37 BREA	67 COLMA
8 ANDERSON	38 BUENA PARK	68 COLTON
9 ANGELS CAMP	39 BURBANK	69 COLUSA
10 APPLE VALLEY	40 BUTTE COUNTY	70 COLUSA COUNTY
11 ARCADIA	41 CALABASAS	71 COMMERCE
12 ARCATA	42 CALAVERAS COUNTY	72 COMPTON
13 ARROYO GRANDE	43 CALEXICO	73 CONCORD
14 ARTESIA	44 CALIFORNIA CITY	74 CORCORAN
15 ARVIN	45 CALIMESA	75 CORNING
16 ATWATER	46 CALIPATRIA	76 COTATI
17 AUBURN	47 CAMARILLO	77 COVINA
18 AVALON	48 CANYON LAKE	78 CRESCENT CITY
19 AVENAL	49 CAPITOLA	79 CUDAHY
20 AZUSA	50 CARLSBAD	80 CULVER CITY
21 BAKERSFIELD	51 CARMEL	81 CYPRESS
22 BALDWIN PARK	52 CARSON	82 DEL NORTE COUNTY
23 BANNING	53 CATHEDRAL	83 DEL REY OAKS
24 BARSTOW	54 CERES	84 DELANO
25 BEAUMONT	55 CERRITOS	85 DESERT HOT SPRINGS
26 BELL GARDENS	56 CHINO	86 DIAMOND BAR
27 BELMONT	57 CHOWCHILLA	87 DINUBA
28 BELVEDERE	58 CITRUS HEIGHTS	88 DIXON
29 BENICIA	59 CLAREMONT	89 DORRIS
30 BIG BEAR LAKE	60 CLAYTON	90 DOS PALOS

SB 35 Statewide Determination Summary

Cities and Counties Subject to SB 35 Streamlining Provisions

When Proposed Developments Include $\geq 10\%$ Affordability

When jurisdictions have insufficient progress toward their Above Moderate income RHNA and/or have not submitted the most recent Annual Progress Report (2016), these jurisdictions are subject to SB 35 (Chapter 366, Statutes of 2017) streamlining for proposed developments with at least 10% affordability.

These conditions currently apply to the following 378 jurisdictions:

JURISDICTION	JURISDICTION	JURISDICTION
91 DOWNEY	131 HERMOSA BEACH	171 LAKE ELSINORE
92 DUARTE	132 HESPERIA	172 LAKEPORT
93 DUNSMUIR	133 HIDDEN HILLS	173 LANCASTER
94 EAST PALO ALTO	134 HIGHLAND	174 LASSEN COUNTY
95 EASTVALE	135 HOLLISTER	175 LATHROP
96 EL CAJON	136 HOLTVILLE	176 LAWNSDALE
97 EL CENTRO	137 HUGHSON	177 LEMOORE
98 EL MONTE	138 HUMBOLDT COUNTY	178 LINCOLN
99 EL SEGUNDO	139 HUNTINGTON BEACH	179 LINDSAY
100 EMERYVILLE	140 HUNTINGTON PARK	180 LIVE OAK
101 ENCINITAS	141 HURON	181 LIVINGSTON
102 ESCALON	142 IMPERIAL	182 LODI
103 ESCONDIDO	143 IMPERIAL BEACH	183 LOMA LINDA
104 ETNA	144 IMPERIAL COUNTY	184 LOMITA
105 EUREKA	145 INDUSTRY	185 LOMPOC
106 EXETER	146 INGLEWOOD	186 LONG BEACH
107 FAIRFAX	147 INYO COUNTY	187 LOOMIS
108 FARMERSVILLE	148 IONE	188 LOS ALAMITOS
109 FERNDALE	149 IRWINDALE	189 LOS ALTOS HILLS
110 FILLMORE	150 ISLETON	190 LOS ANGELES COUNTY
111 FIREBAUGH	151 JACKSON	191 LOS BANOS
112 FORT BRAGG	152 JURUPA VALLEY	192 LOYALTON
113 FORT JONES	153 KERMAN	193 LYNWOOD
114 FORTUNA	154 KERN COUNTY	194 MADERA
115 FOUNTAIN VALLEY	155 KING CITY	195 MALIBU
116 FOWLER	156 KINGS COUNTY	196 MANHATTAN BEACH
117 FRESNO	157 KINGSBURG	197 MANTECA
118 GARDENA	158 LA CANADA FLINTRIDGE	198 MARICOPA
119 GLENN COUNTY	159 LA HABRA	199 MARINA
120 GONZALES	160 LA HABRA HEIGHTS	200 MARTINEZ
121 GRAND TERRACE	161 LA MESA	201 MARYSVILLE
122 GRASS VALLEY	162 LA MIRADA	202 MAYWOOD
123 GREENFIELD	163 LA PALMA	203 MCFARLAND
124 GRIDLEY	164 LA PUENTE	204 MENDOCINO COUNTY
125 GUADALUPE	165 LA QUINTA	205 MENDOTA
126 GUSTINE	166 LA VERNE	206 MENIFEE
127 HALF MOON BAY	167 LAGUNA BEACH	207 MENLO PARK
128 HANFORD	168 LAGUNA NIGUEL	208 MERCED
129 HAWAIIAN GARDENS	169 LAGUNA WOODS	209 MERCED COUNTY
130 HAYWARD	170 LAKE COUNTY	210 MILL VALLEY

SB 35 Statewide Determination Summary

Cities and Counties Subject to SB 35 Streamlining Provisions

When Proposed Developments Include $\geq 10\%$ Affordability

When jurisdictions have insufficient progress toward their Above Moderate income RHNA and/or have not submitted the most recent Annual Progress Report (2016), these jurisdictions are subject to SB 35 (Chapter 366, Statutes of 2017) streamlining for proposed developments with at least 10% affordability.

These conditions currently apply to the following 378 jurisdictions:

JURISDICTION	JURISDICTION	JURISDICTION
211 MILLBRAE	251 PISMO BEACH	291 SAN DIMAS
212 MODESTO	252 PLEASANT HILL	292 SAN GABRIEL
213 MODOC COUNTY	253 PLYMOUTH	293 SAN JACINTO
214 MONTAGUE	254 POINT ARENA	294 SAN JOAQUIN
215 MONTCLAIR	255 POMONA	295 SAN JOAQUIN COUNTY
216 MONTEBELLO	256 PORT HUENEME	296 SAN JUAN BAUTISTA
217 MONTEREY	257 PORTERVILLE	297 SAN LEANDRO
218 MONTEREY PARK	258 PORTOLA	298 SAN MATEO COUNTY
219 MORAGA	259 POWAY	299 SAND CITY
220 MORENO VALLEY	260 RANCHO CORDOVA	300 SANGER
221 MORRO BAY	261 RANCHO MIRAGE	301 SANTA BARBARA
222 MOUNT SHASTA	262 RED BLUFF	302 SANTA CLARITA
223 MURRIETA	263 REDDING	303 SANTA CRUZ COUNTY
224 NATIONAL CITY	264 REDLANDS	304 SANTA MONICA
225 NEEDLES	265 REDONDO BEACH	305 SANTA PAULA
226 NEVADA CITY	266 REDWOOD CITY	306 SANTA ROSA
227 NEWARK	267 REEDLEY	307 SANTEE
228 NEWMAN	268 RIALTO	308 SARATOGA
229 NORCO	269 RICHMOND	309 SAUSALITO
230 NORWALK	270 RIDGECREST	310 SCOTTS VALLEY
231 NOVATO	271 RIO DELL	311 SEAL BEACH
232 OCEANSIDE	272 RIO VISTA	312 SEASIDE
233 OJAI	273 RIPON	313 SEBASTOPOL
234 ONTARIO	274 RIVERBANK	314 SELMA
235 ORANGE	275 RIVERSIDE	315 SHAFTER
236 ORANGE COVE	276 RIVERSIDE COUNTY	316 SHASTA COUNTY
237 ORLAND	277 ROHNERT PARK	317 SHASTA LAKE
238 OROVILLE	278 ROLLING HILLS	318 SIERRA COUNTY
239 OXNARD	279 ROLLING HILLS ESTATES	319 SIERRA MADRE
240 PACIFIC GROVE	280 ROSEMEAD	320 SIGNAL HILL
241 PACIFICA	281 SACRAMENTO	321 SISKIYOU COUNTY
242 PALM DESERT	282 SACRAMENTO COUNTY	322 SOLANA BEACH
243 PALM SPRINGS	283 SALINAS	323 SOLEDAD
244 PALMDALE	284 SAN BENITO COUNTY	324 SOLVANG
245 PALOS VERDES ESTATES	285 SAN BERNARDINO	325 SONOMA
246 PARADISE	286 SAN BERNARDINO COUNTY	326 SONORA
247 PARAMOUNT	287 SAN BRUNO	327 SOUTH EL MONTE
248 PATTERSON	288 SAN BUENAVENTURA	328 SOUTH GATE
249 PICO RIVERA	289 SAN CLEMENTE	329 SOUTH LAKE TAHOE
250 PINOLE	290 SAN DIEGO COUNTY	330 SOUTH PASADENA

SB 35 Statewide Determination Summary

Cities and Counties Subject to SB 35 Streamlining Provisions

When Proposed Developments Include $\geq 10\%$ Affordability

When jurisdictions have insufficient progress toward their Above Moderate income RHNA and/or have not submitted the most recent Annual Progress Report (2016), these jurisdictions are subject to SB 35 (Chapter 366, Statutes of 2017) streamlining for proposed developments with at least 10% affordability.

These conditions currently apply to the following 378 jurisdictions:

JURISDICTION	JURISDICTION
331 SOUTH SAN FRANCISCO	371 WINTERS
332 STOCKTON	372 WOODLAKE
333 SUSANVILLE	373 YOLO COUNTY
334 SUTTER COUNTY	374 YREKA
335 TEHACHAPI	375 YUBA CITY
336 TEHAMA	376 YUBA COUNTY
337 TEHAMA COUNTY	377 YUCAIPA
338 TEMECULA	378 YUCCA VALLEY
339 TEMPLE CITY	
340 TIBURON	
341 TORRANCE	
342 TRACY	
343 TRINIDAD	
344 TRINITY COUNTY	
345 TRUCKEE	
346 TULARE	
347 TULARE COUNTY	
348 TULELAKE	
349 TUOLUMNE COUNTY	
350 TURLOCK	
351 TWENTYNINE PALMS	
352 UKIAH	
353 UNION CITY	
354 UPLAND	
355 VALLEJO	
356 VENTURA COUNTY	
357 VERNON	
358 VICTORVILLE	
359 VILLA PARK	
360 WATERFORD	
361 WATSONVILLE	
362 WEED	
363 WEST SACRAMENTO	
364 WESTLAKE VILLAGE	
365 WESTMORLAND	
366 WHEATLAND	
367 WHITTIER	
368 WILLIAMS	
369 WILLITS	
370 WILLOWS	

SB 35 Statewide Determination Summary

Cities and Counties Subject to SB 35 Streamlining Provisions

When Proposed Developments Include $\geq 50\%$ Affordability

When jurisdictions have insufficient progress toward their Lower income RHNA (Very Low and Low income), these jurisdictions are subject to SB 35 (Chapter 366, Statutes of 2017) streamlining for proposed developments with at least 50% affordability. If the jurisdiction also has insufficient progress toward their Above Moderate income RHNA, then they are subject to the more inclusive streamlining for developments with at least 10% affordability.

The following list includes the 148 jurisdictions that are not subject to SB 35 streamlining for proposed developments with $\geq 10\%$ affordability, but are subject to SB 35 streamlining for proposed developments with $\geq 50\%$ affordability.

JURISDICTION	JURISDICTION	JURISDICTION
1 AGOURA HILLS	36 FAIRFIELD	71 MONO COUNTY
2 ALAMEDA	37 FOLSOM	72 MONROVIA
3 ALBANY	38 FONTANA	73 MONTE SERENO
4 ALHAMBRA	39 FREMONT	74 MONTEREY COUNTY
5 AMERICAN CANYON	40 FRESNO COUNTY	75 MOORPARK
6 ANAHEIM	41 FULLERTON	76 MORGAN HILL
7 ANTIOCH	42 GALT	77 MOUNTAIN VIEW
8 ATASCADERO	43 GARDEN GROVE	78 NAPA
9 ATHERTON	44 GILROY	79 NEVADA COUNTY
10 BELL	45 GLENDALE	80 NEWPORT BEACH
11 BELLFLOWER	46 GLENDORA	81 OAKDALE
12 BERKELEY	47 GOLETA	82 OAKLAND
13 BRENTWOOD	48 GROVER BEACH	83 OAKLEY
14 BRISBANE	49 HAWTHORNE	84 ORANGE COUNTY
15 BUELLTON	50 HEALDSBURG	85 ORINDA
16 BURLINGAME	51 HEMET	86 PALO ALTO
17 CALISTOGA	52 HERCULES	87 PARLIER
18 CAMPBELL	53 INDIAN WELLS	88 PASADENA
19 CHICO	54 INDIO	89 PASO ROBLES
20 CHINO HILLS	55 IRVINE	90 PERRIS
21 CHULA VISTA	56 LAFAYETTE	91 PETALUMA
22 CONTRA COSTA COUNTY	57 LAGUNA HILLS	92 PIEDMONT
23 CORONA	58 LAKE FOREST	93 PITTSBURG
24 CORONADO	59 LAKEWOOD	94 PLACENTIA
25 COSTA MESA	60 LARKSPUR	95 PLACER COUNTY
26 CUPERTINO	61 LIVERMORE	96 PLACERVILLE
27 DALY CITY	62 LOS ALTOS	97 PLEASANTON
28 DANA POINT	63 LOS ANGELES	98 PLUMAS COUNTY
29 DANVILLE	64 LOS GATOS	99 PORTOLA VALLEY
30 DAVIS	65 MADERA COUNTY	100 RANCHO CUCAMONGA
31 DEL MAR	66 MAMMOTH LAKES	101 RANCHO PALOS VERDES
32 DUBLIN	67 MARIN COUNTY	102 RANCHO SANTA MARGARITA
33 EL CERRITO	68 MARIPOSA COUNTY	103 ROCKLIN
34 EL DORADO COUNTY	69 MILPITAS	104 ROSEVILLE
35 ELK GROVE	70 MISSION VIEJO	105 ROSS

SB 35 Statewide Determination Summary

Cities and Counties Subject to SB 35 Streamlining Provisions

When Proposed Developments Include $\geq 50\%$ Affordability

When jurisdictions have insufficient progress toward their Lower income RHNA (Very Low and Low income), these jurisdictions are subject to SB 35 (Chapter 366, Statutes of 2017) streamlining for proposed developments with at least 50% affordability. If the jurisdiction also has insufficient progress toward their Above Moderate income RHNA, then they are subject to the more inclusive streamlining for developments with at least 10% affordability.

The following list includes the 148 jurisdictions that are not subject to SB 35 streamlining for proposed developments with $\geq 10\%$ affordability, but are subject to SB 35 streamlining for proposed developments with $\geq 50\%$ affordability.

JURISDICTION		JURISDICTION	
106	SAINT HELENA	147	YORBA LINDA
107	SAN CARLOS	148	YOUNTVILLE
108	SAN DIEGO		
109	SAN FRANCISCO		
110	SAN JOSE		
111	SAN JUAN CAPISTRANO		
112	SAN LUIS OBISPO COUNTY		
113	SAN MARCOS		
114	SAN MARINO		
115	SAN MATEO		
116	SAN PABLO		
117	SAN RAFAEL		
118	SAN RAMON		
119	SANTA ANA		
120	SANTA CLARA		
121	SANTA CLARA COUNTY		
122	SANTA CRUZ		
123	SANTA FE SPRINGS		
124	SANTA MARIA		
125	SIMI VALLEY		
126	SOLANO COUNTY		
127	STANISLAUS COUNTY		
128	STANTON		
129	SUISUN CITY		
130	SUNNYVALE		
131	SUTTER CREEK		
132	TAFT		
133	THOUSAND OAKS		
134	TUSTIN		
135	VACAVILLE		
136	VISALIA		
137	VISTA		
138	WALNUT		
139	WALNUT CREEK		
140	WASCO		
141	WEST COVINA		
142	WESTMINSTER		
143	WILDOMAR		
144	WINDSOR		
145	WOODLAND		
146	WOODSIDE		

Cannabis Update and Community Survey

Chief David Swing

February 7, 2018



Tonight's Presentation

- Council direction from January 17, 2018
- Conduct a statistically valid survey testing: retail sales, tax thresholds, and investment of revenue
- Analyze ordinance scenarios on regulations of retail sales, cultivation, delivery, testing and production
- Provide additional information on personal cultivation registration program

Community Survey



- Can be conducted in time for November 2018 election
 - Return by May of 2018 with results
- Evaluate voters interest in cannabis industry to include deliveries and retail sales
- Evaluate receptiveness to taxation and at what threshold
- Statistically valid controls for survey bias
- Tests different audiences – likely voters or broader community
- Could test another potential revenue option

Community Survey Sampling Options

Survey Questions Related to Cannabis Policy:

- All registered voters in Morgan Hill (approx. 22,500)
 - Approximately 71% of all adult (18+) residents
 - Information from State Voter File & Santa Clara County Registrar
- Likely November 2020 voters in Morgan Hill (approx. 19,600)
 - Approximately 87% of all registered voters
 - Most casual active voter universe
 - Information from State Voter File & Santa Clara County Registrar
- All adult (18+) residents in Morgan Hill (approx. 31,500)
 - Includes residents who are not registered to vote
 - Information from State Voter File, Santa Clara County Registrar, and City of Morgan Hill

Community Survey Sampling Options (cont.)

Survey Questions Related to Revenue Measure Feasibility:

- Likely November 2018 voters in Morgan Hill (16,000)
 - Approximately 71% of all registered voters
 - California Gubernatorial general election cycle
 - Information from State Voter File & Santa Clara County Registrar
- Likely November 2020 voters in Morgan Hill (19,600)
 - Approximately 87% of all registered voters
 - California Presidential general election cycle
 - Information from State Voter File & Santa Clara County Registrar



Related Recreational and Medical Cannabis Community Survey Experience

Recreational Cannabis Revenue Measure Clients:

- City of Modesto – November 2017 (win)
 - General tax / BLT 10% on gross receipts / in-perpetuity
 - Polling results = 78% / Election Day results = 83% (5% MOE)
- City of Campbell – April 2017 (win)
 - Special tax / BLT 7% to 15% on gross receipts / in-perpetuity
 - Polling results = 68% / Election Day results = 85%* (5% MOE)
- City of San Leandro – November 2016 (win)
 - General tax / BLT 10% on gross receipts / in-perpetuity
 - Polling results = 72% / Election Day results = 75% (6% MOE)

Related Recreational and Medical Cannabis Community Survey Experience (cont.)

Recreational and Medical Cannabis Public Policy Clients:

- City of Concord
 - Recreational cannabis support – general / sales in Concord
 - Medical cannabis support – general / sales in Concord
 - Support for potential types of cannabis operations
 - Testing facilities
 - Indoor and outdoor cultivation
 - Product manufacturing
 - Shipping and distribution
 - Dispensaries / Clubs
 - Support for Personal Cultivation
 - Support for general locations for potential dispensaries
 - Policy support – support for potential regulation
 - Support for a potential gross receipts BLT

Related Recreational and Medical Cannabis Community Survey Experience (cont.)

- City of Union City
 - Proposition 64 support in Union City
 - Recreational cannabis support – general / sales in Union City
 - Medical cannabis support – general / sales in Union City
 - Perception of potential public safety impacts
 - Policy support – support for potential regulations
 - Evaluate number of dispensaries / cultivation operations
 - Support for a potential gross receipts BLT



Regulatory Structure

- Intend to partner with HdL to help craft regulations
- Multiple focus areas allow for regulatory control
- Key areas of control are:
 - Number and location of businesses
 - Business and employee permitting process
 - Record keeping and security requirements
 - Cannabis manufacturing requirement for edibles and other products



Personal Cultivation

- Requires registration program of personal cultivators
- Similar to alarm registration program



Tonight's Action

- Provide input on essential survey criteria, audience and revenue options
- Discuss areas of regulatory significance

From: D. Muirhead
To: [Angie Gonzalez](#); [Michelle Wilson](#)
Subject: Morgan Hill City Council Meeting February 7, 2018 Item #9: cannabis update
Date: Monday, February 05, 2018 11:45:07 AM

Comments for the Public Record submitted by
Doug Muirhead, a resident of Morgan Hill, for:
Morgan Hill City Council
Meeting February 7, 2018
Item #9: cannabis update and community survey

Dear Morgan Hill City Council,

When the Council first started discussing Proposition 64 back on July 19 2017, I said I wanted to see more balanced presentations. So far, you have had only the Police Chief and HdL consultants (in person or by reference) giving their views.

A number of things trouble me about how the Council has handled this issue so far.

- 1) No mention of crime impact when unregulated
- 2) Law of Large Numbers for Small Numbers
- 3) Vote count or "valid survey" and margin of error
- 4) Causation or just Correlation - youth suicide + cannabis presence
- 5) Federal prevention of scientific studies
- 6) Home grow permits
- 7) Reefer Madness

1) At your last meeting, the Mayor cited protection of youth as the major reason to not allow any cannabis operation in the City. And the Police Chief had this to say:

[T]he concern of crime increases is another potential risk associated with the marijuana industry. Since marijuana is an all cash business, the industry presents two commodities that are desirable to those who commit crime cash and product. Neither person acknowledged that the more dangerous crimes are a result of the inability to regulate drug operations because you have decided to instead prohibit them. And you lose the insights of the legal "insiders" in policing the operations.

2) More than once, you were told of "one" or "a few" instances of something (one City follow-on vote to disallow local dispensaries after first voting for Proposition 64, some communities in Colorado have reported an increase in crime). Are you being encouraged to apply The Law of Large Numbers to Small Numbers?

3) You want to do a survey to build a case against the actual vote count for Proposition 64. You can say your survey will be "valid within the margin of error". Or you could do what the other City cited last time did and have a vote on the actual question. The survey was implicitly promoted by the Police Chief when he used the example of the one City mentioned above in The Law of Large Numbers applied to Small Numbers.

4) Another debating technique is to present two facts and leave it unclear if it reflects Causation or just Correlation. The Police Chief mentioned youth suicides in Colorado and traces of cannabis.

5) At your last meeting, Council Member Spring and the Police Chief both had experienced finding a number of conflicting studies. What should be noted, as one side claims the studies are on their side, is that the Federal Government has made scientific studies either illegal or very difficult. Only one farm at the University of Mississippi is a legal federal supplier of research marijuana. And its limited strains may not provide for the needs of current studies.

6) Home grow permits

I was pleased that Council Member Constantine questioned the Home Grow permit requirement. I did not think of guns, just ammunition. And of course all those butane camp stove cylinders. The permit is just another way to keep looking at cannabis consumers as some kind of undesirable fringe group of people. What is the threat to First Responders if 6 plants are growing inside a structure?

7) Reefer Madness

You can continue to fight a rearguard action against Reefer Madness. But the next (and generally younger) generation of decision-makers will reverse your prohibitions. This will also be true but much more important at the Federal level.

COUNCIL MEMBER NOTICE

ATTENTION

PLEASE BE ADVISED THAT STAFF HAS NOTED THAT YOU OWN PROPERTY LOCATED WITHIN 500' OF AGENDA ITEM(S) LISTED BELOW:

COUNCIL MEMBER(S): Mayor Tate

MEETING DATE: February 7, 2018

AGENDA ITEM(S): 14, Resolution B

**TITLE(S): AUTHORIZE THE COUNTY TO COMMENCE 2018 HAZARDOUS VEGETATION
 ABATEMENT**

.....
CC: Mayor
City Manager
City Attorney
Council Services & Records Coordinator

Public Comment
Handan+
2/7/18

ANIMAL SERVICES (repeating from previous City Council meeting)

FYI - Lisa Jenkins, Interim Program Manager over the Animal Shelter, was at the New Shelter Meeting last week, and updated me on billing and payments from Morgan Hill to Santa Clara County for animal services.

\$4,620	Billed by the County and already paid by Morgan Hill
+ 3,190	Currently being billed by the County
\$7,810	Total paid/billed

At this rate, it looks like we're on-track to expend the initial \$11K by the end of December, just like last year, i.e., services cost \$7,810 for roughly 4 months, so 6 months will likely cost \$11,715.

I request that increasing funding for animal services be placed on an upcoming City Council agenda so there is no lapse in services. Further I request that the City Council review and favorably vote to accept the County's offer of a flat \$30K annually to provide services for an unlimited number of animals. To reiterate the calculation:

\$11,000	First cat allocation for first half FY18
4,000	Allocation for dogs for FY18
+ 11,000	Proposed second cat allocation for second half of FY18, but likely need more since this period contains peak baby (kitten/puppy) season
\$26,000	
\$30,000	County's offer for unlimited animal services
\$4,000	Delta, but this will likely be used for peak kitten/puppy season demands, especially as more people move to Morgan Hill

CONTRACT ANIMAL EMERGENCY FACILITY

Morgan Hill contracts with United Veterinary Specialty and Emergency Hospital, the 24-hour emergency veterinary clinic located at 5406 Thornwood Drive, San Jose (near Oak Ridge Mall), (408) 578-5622. I request changing from there to Silicon Valley Veterinary Specialists, 7160 Santa Teresa Boulevard (near the intersection with Bernal Road), (408) 457-8866.

MORGAN HILL CITY COUNCIL MEETING

7 Feb 18

REQUEST FOR ADDITIONAL ANIMAL SERVICES FUNDING

My name is Ava Geddes. I am a Morgan Hill City Resident, and am active in animal welfare in South County. Thank you to MHPD Chief David Swing for pursuing changing the emergency animal services provider to Silicon Valley Veterinary Specialists, and to our City Council for reviewing and considering additional animal services funding.

Santa Clara County offered a proposal to Morgan Hill for unlimited animal services for \$30K/year. Please note this is separate from the \$5K/year for the County's low-cost spay/neuter program.

At a previous meeting, the Council agreed to revisit the funding situation if the initial \$15K already paid in FY18 was depleted. I believe this amount has already, or very soon will be, expended, so I request this additional funding proposal be placed on the next City Council Meeting Agenda for 21 Feb 18, in hopes you will vote in favor of the additional \$15K to benefit both the animals and residents of Morgan Hill.

Adding this second \$15K will provide Morgan Hill with unlimited and uninterrupted animal services from the County Shelter, and a local place with guaranteed acceptance to take found pets, stray, and other unowned animals; surrender animals; take injured and deceased animals; and a local facility during disasters such as last year's fires and floods.

Thank you.

(Additional details on the back - Over)