



Special - Regular Meeting Agenda

City Council

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

Wednesday, March 20, 2019 5:00 pm

**Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037**

SPECIAL/REGULAR MEETING

A special meeting of the City Council is called at 5:00 p.m. for the purpose of conducting Library, Culture, and Arts Commission Interviews.

SPECIAL MEETING

5:00 P.M.

COMMISSION INTERVIEWS

1. INTERVIEWS TO FILL FOUR (4) VACANCIES ON THE LIBRARY, CULTURE, AND ARTS COMMISSION

Recommendation:

1. Discuss the characteristics/traits that successful applicants would possess;
2. Conduct Interviews;
3. Council Members identify top applicants and provide recommendations to the Mayor; and
4. Discuss and/or appoint applicants.

CALL TO ORDER

Mayor Constantine

ROLL CALL ATTENDANCE

Deputy City Clerk Bigelow

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2
Deputy City Clerk Bigelow

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

Mayor Constantine

CITY MANAGER'S REPORT

City Manager Christina Turner

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin

OTHER REPORTS

PROCLAMATION

Proclaiming the Month of March as American Red Cross Month

PRESENTATION

Youth Action Council - Asset #14 Adult Role Models

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

2. CITY POSITION ON PENDING LEGISLATION AB 276 FIREARMS: STORAGE AND AB 1255 SURPLUS PUBLIC LAND: DATABASE

Recommendation:

1. Receive legislative correspondence in support of AB 276 (Friedman) Firearms: storage;
2. Consider supporting AB 1255 (Rivas) Surplus public land: database; and
3. Direct staff to submit letters in support of AB 1255 to the appropriate representatives.

3. APPROVE GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORT 2018

Recommendation:

Adopt resolution accepting the 2018 General Plan and Housing Element Annual Progress Report (APR) and directing staff to file the report with the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

4. ACCEPT JANUARY 2019 FINANCIAL AND INVESTMENT REPORT

Recommendation:

Accept and file report.

5. ACCEPT SUBDIVISION PUBLIC IMPROVEMENTS - BARLEY PLACE – TRACT NO. 10239

Recommendation:

1. Accept the subdivision public improvements for Barley Place – Tract No. 10239;
2. Authorize the City Engineer to sign a Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

6. ACCEPT SUBDIVISION PUBLIC IMPROVEMENTS - SHADOW PINES – TRACT NO. 10258

Recommendation:

1. Accept the subdivision public improvements for Shadow Pines – Tract No. 10258;
2. Authorize the City Engineer to sign a Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

7. UPDATE ON THE CITY'S PILOT RODENTICIDE USE REDUCTION PROJECT

Recommendation:

Accept Report.

8. APPROVE PURCHASE OF FIVE WATER AND SEWER VEHICLES

Recommendation:

1. Approve the purchase of five (5) water and sewer utility trucks in the amount of \$342,252.14;
2. Authorize City Manager to approve purchase order in the amount of \$342,252.14 with National Auto Fleet Group;
3. Declare vehicles W08170, W03167, W07104, W06169, and S07103 to be surplus; and
4. Authorize the disposal of the surplus vehicles in accordance with Section 3.04.400 of the City of Morgan Hill Municipal Code.

9. APPROVE LICENSE AGREEMENT WITH TOGLIATTI FARMS, INC.

Recommendation:

Authorize the City Manager to Execute a License Agreement with Togliatti Farms for 1469 Maple Ave.

10. ADOPT ORDINANCE 2299 AMENDING SECTIONS 14.04.020 PURPOSE AND 14.04.070 ALTERNATIVES OF CHAPTER 14.04, INCLUSIONARY HOUSING

Recommendation:

Waive the reading, adopt Ordinance No. 2299, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

11. APPROVE THE MARCH 6, 2019 MEETING MINUTES

Recommendation:

Approve Minutes.

OTHER BUSINESS

12. APPROVE PEACE POLE ART PROPOSAL

Recommendation:

Approve the updated design for the Peace Pole Project for installation at the Civic Center with specific City input to be included for the different and appropriate languages.

Estimated Time: 15 Minutes

13. PROVIDE DIRECTION REGARDING ADOPTION OF A RESOLUTION OR ORDINANCE SUPPORTING THE CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN (CEDAW)

Recommendation:

1. Receive report; and
2. Provide direction.

Estimated Time: 5 Minutes

PUBLIC HEARING

14. ADOPT ORDINANCE APPROVING DEPOT-LATALA DEVELOPMENT AGREEMENT TO CONFIRM RESIDENTIAL DEVELOPMENT CONTROL SYSTEM (RDCS) PUBLIC BENEFIT COMMITMENTS FOR 49 DOWNTOWN RDCS BUILDING ALLOTMENTS. THE PROPERTY, IDENTIFIED BY ASSESSOR PARCEL NUMBER 726-13-049, IS LOCATED ON THE EAST SIDE OF DEPOT STREET, NORTH OF EAST DUNNE AVENUE.

Recommendation:

1. Open and close public hearing;
2. Waive first and second reading of Development Agreement Ordinance; and
3. Introduce Development Agreement Ordinance.

Estimated Time: 60 minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email 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:

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

Choose Morgan Hill:

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

CITY COUNCIL ONGOING PRIORITIES

Enhancing Public Safety · Protecting the Environment · Maintaining Fiscal Responsibility ·
Supporting Our Youth, Seniors, and Entire Community · Fostering a Positive Organizational
Culture · Preserving and Cultivating Public Trust · Preserving Our Community History ·
Enhancing Diversity and Inclusiveness · Advancing Regional Initiatives

2019-2020 STRATEGIC PRIORITIES

Agricultural Preservation
Cannabis Policy
Community Engagement and Messaging
Economic Development
Financial Stewardship
High Speed Rail
Homelessness
Housing Infrastructure
Telecommunications
Traffic/Transportation



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

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

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

RECOMMENDATION(S)

1. Discuss the characteristics/traits that successful applicants would possess;
2. Conduct Interviews;
3. Council Members identify top applicants and provide recommendations to the Mayor; and
4. Discuss and/or appoint applicants.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

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

REPORT NARRATIVE:

There are four (4) seats on the Library, Culture, and Arts Commission (LCAC) with terms expiring on April 1, 2019. Two of the four current commissioners; Katie Khera and Poonam Chabra, have applied for reappointment. Daniel Redfield and Norma Bussing have decided to not apply for reappointment. Extensive recruitment efforts were conducted and resulted in eight applications being submitted for LCAC appointment consideration: Anthony Stenberg, Eric West, Gabrielle Bates, Jake Thompson, Karen McNulty, Katie Khera, Poonam Chabra, and Suman Ganapathy. The appointed applicants' terms would begin on April 2, 2019 and would end on April 1, 2021.

All applicants have been invited and confirmed their availability to interview before the City Council on March 20, 2019. Their applications are attached for Council consideration.

COMMUNITY ENGAGEMENT: Involve

Recruitment efforts have been undertaken to encourage citizens to apply for City Council appointment consideration to the LCAC via the Morgan Hill Times, City

Website, Government Access Channel, Weekly 411 emails, community group outreach, and social media.

ALTERNATIVE ACTIONS:

The City Council may choose to make appointments to fill some or all of the vacant seats.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Library, Culture, and Arts Commissioners serve two-year terms, with possible reappointment consideration. Recruitment efforts are conducted as vacancies occur 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 and workplan.

CEQA (California Environmental Quality Act):

Not a project.

The interview and appointment of commissioners is not a project, as defined in Section 15378 of the State CEQA guidelines.

LINKS/ATTACHMENTS:

1. FUNDAMENTAL PRINCIPLES FOR RECRUITMENT, INTERVIEW, AND APPOINTMENT PROCESS
2. Chapter 2.22 Master Provisions for boards and commissions
3. chapter 2.68 Library, Culture and Arts Commission
4. Eric West Application Packet_Redacted
5. Anthony Stenberg Application Packet_Redacted
6. Gabrielle Bates Application Packet_Redacted
7. Jake Thompson Application Packet_Redacted
8. Karen McNulty Application Packet_Redacted
9. Katie Khera Application Packet_Redacted
10. Poonam Chabra Application Packet_Redacted
11. Suman Ganapathy Application Packet_Redacted

**FUNDAMENTAL PRINCIPLES FOR A
RECRUITMENT, INTERVIEW AND APPOINTMENT PROCESS
ADOPTED JULY 6, 2005
AMENDED APRIL 25, 2007**

1. Conduct active outreach for candidates
2. Council discussion of expectations of Board, Commission or Committee members
3. Application questionnaire to focus on Council expectations
4. Council to conduct interviews
5. Individual council members have the opportunity to suggest top candidates
6. Mayor may have at least one week to consider Council suggestions and other factors, including the need for continuity, match up candidates with needs, etc.
7. Mayor makes appointments subject to Council ratification, after further Council discussion.

The specific process is as follows:

- Council to identify the characteristics it is looking for in candidates to be appointed on boards, commissions and committees prior to conducting interviews.
- Council to identify specific questions to be included in the Board, Commission, or Committee applications relative to their charge
- Include a question for incumbents to inquire whether they are currently serving as chair/vice-chair, next in line to serve as chair/vice-chair to the board or commission, and/or are assigned to a special project
- Council to conduct interviews and ask clarifying questions.
- Council to discuss the characteristics of each candidate (e.g., new voice, experience, etc.)
- Each Councilmember would identify their top candidates to fill vacancies plus one. Councilmembers can vote for the number of candidates for vacancies available plus one.
- Mayor to consider Council members' top candidates; returning to the Council at a following meeting with a recommended appointment(s)
- Council to discuss recommended appointment(s)
- Council ratifies the Mayor's appointment

**STEVE TATE, MAYOR
APRIL 25, 2007**

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)

Print**Commission Application - Submission #15196****Date Submitted: 3/3/2019****First Name**

Eric

Last Name

West

Address1**Address2****City**

Morgan Hill

State

Ca

Zip

95037

Home Phone Number**Cell Phone Number**

5

email address**Occupation**

General Manager

Are you a registered voter?

yes ▼

Please list any properties you own in Morgan Hill**Do you have any relatives currently employed by the City of Morgan Hill?**

No ▼

Attachment: Eric West Application Packet_Redacted (2245 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

Visit the link below for information on the Parks and Recreation Commission

[Parks and Recreation Commission](#)

Visit the link below for information on the Library, Culture, and Arts Commission

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

Library Commission Cover Letter.pdf

Please upload a resume*

Admin-20190303A-Eric West-Resume and Project List.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

No

What skills and/or experience do you possess that would be important to your role as a commissioner?*

Organization, Experience with Collaboration and Policy Implementation, Strong Arts and Literature Background

What do you understand the role of the commission to be and why would you like to serve on this commission?*

Cooperation with local organizations to integrate a fuller participation of these groups with the library and public arts.

What would you like to accomplish as a commissioner?*

Give back to the community. Provide curation as possible for arts and services that would add cultural value to a changing downtown environment.

What are the greatest opportunities facing the community in regards to this commission?*

Integration of library services with changes in technology and community needs

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**☐ Yes☒ No**Are you currently serving on a committee**☐ Yes☒ No**Are you assigned to a special project?**☐ Yes☒ No**If you are assigned to a special project, please describe the project.****Please review the City Council Ethics Policy**

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree 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 and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s 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.*

Eric West

Date*

3/3/2019

2:45 PM

Attachment: Eric West Application Packet_Redacted (2245 : Commission Interviews)

Sir / Madam,

If you are currently still reviewing candidates for the Library, Culture, and Arts Commission, I would be most appreciative if my application could be considered. I relocated to Morgan Hill four years ago after a lengthy period of overseas employment in order to be closer to family which still resides in the Bay Area. I have been extremely fortunate with the business and social opportunities that Morgan Hill has provided; the sense of community here is truly unique. I have felt so at home here that last year, I purchased a home here after renting for three years.

It would be gratifying if I could help give back to the community by serving on this commission. I have a strong literature and arts background as well as a proven track record of accomplishing complicated projects that require cooperation from various entities. The library is an important public institution which I value greatly. It would be my privilege to be able to help support the library and local arts in any manner.

Eric West

W. ERIC WEST

· MORGAN HILL, CALIFORNIA · PHONE

E-MAIL

EXPERIENCE

March 2015 - Current

Silicon Valley Glass, Morgan Hill, California

General Manager

Acts as the primary Operations Director and Business Development Manager for a local company of over ninety employees.

Accomplishments to date include:

Doubling annual revenue to over thirty million USD annually

Overseeing a consistent annual growth in profit on operating revenue

Creation and implementation of standard procedures and policies for administration, accounting, safety, and operations.

Conducted candidate search and evaluation process for new employees to support company growth

Maintained strong relations with local Union labor chapter

Developed new opportunities through development of business relationships with local developers, contractors, and architects while also maintaining a high retention rate of existing customer base

Managed key project accounts for long-term strategic accounts (Apple, Google, Stanford University)

June 2011 - December 2014

Sunvast Glass Curtain Wall Shanghai, China

Business Development Manager, Senior Project Manager

Responsible for the creation and expansion of the export division for a leading company in the Chinese glass curtain wall industry. Oversaw the entry into multiple overseas markets, including Australia, India, Singapore, England, Chile, and the United States. Export revenue increased from zero to twenty million USD annually. Acted as Senior Project Manager for strategic accounts. Projects involved high-level architectural façade finishes that typically required unitized glass curtain wall and other systems. Projects included commercial and residential centers, research parks, universities, hospitals, and other public buildings.

August 2001 - June 2011

TRA Engineers Shanghai, China

Deputy General Manager (2009 – 2011)

Oversaw and provided general direction for all TRA commercial projects within mainland China (generally 5-7 concurrent projects). Projects were typically turnkey industrial construction, each with an overall value between 20 and 50 million USD. TRA Engineers is a private wholly-owned foreign enterprise (New Zealand owner) that was one of the first foreign project management / general construction companies to enter the Chinese market.

Responsibilities included:

Analysis of project and group profitability

Directed day to day operations and long term strategic direction of company

Coordinated and managed all aspects of international marketing

Oversaw the expansion of company's commercial presence into second and third-tier Chinese cities

Responsible for employee hiring, training, and development

Responsible for creation and distribution of company construction policies (technical specifications, contract sections, safety and other guidelines)

Managed permitting and approval process for all company projects (including site selection, land-use negotiation, and environmental compliance, inclusive of LEED requirements)

Maintained relationships with suppliers, contractors, and government agencies on a nation-wide basis within China

Contract administration across all company projects

Design review across all company projects

Implemented a material and labor cost benchmarking program

Represented the company in any arbitration or legal matters

Project Manager (2001 – 2009)

Coordinated short and long term on-site activities. Was site-based and the first point of contact for client. Responsible for all formal reporting detailing project status and outstanding issues.

Directed a team of construction managers, field engineers, administrative personnel and others.

Coordination and review of project design, including the following disciplines: civil, structural, mechanical, electrical, fire protection, HVAC, architectural decoration, IT, and manufacturing process.

Procurement of all project work packages, including the creation, distribution, and review of bid packages.

Procurement of direct equipment supply, including items such as air compressors, high voltage transformers, waste water treatment systems, warehouse racking, etc.

Project scheduling, including the creation of an initial baseline schedule and the identification of any changes or delays to this schedule.

Contract preparation, negotiation, and management

Budget control, including both estimate work and management/reconciliation of contract cost variations.

Managed the evaluation and approval of all monthly progress payments for site work.

On-site quality control, including the management of project defect list and of any required warranty period works.

Management of health and safety protocols for all on-site personnel, including both TRA staff and contractors.

ESL Teacher (2000 -2001) Shanghai, China

Worked as an English language instructor for middle school students. Instructed adult English learners in the evenings

Volunteer at Active Kids Shanghai (2000 – 2001, 2009 – 2011)

Assisted with the organization of the youth basketball and baseball programs for both local and expatriate youths in the Shanghai area.

RELEVANT SKILL SET

Fluent Chinese speaking and writing ability (Mandarin)

Fluent Spanish speaking and writing ability

High level of competency with estimating and in-project costing programs (Timberline, RS Means, Unifier, SAP)

Experienced with scheduling software, including Primavera (P6)

Good knowledge of design software, such as AutoCAD, Revit, and Rhinoceros

Full fluency with Microsoft Office programs (Word, Excel, Outlook, Project, and PowerPoint)

EDUCATION

1995–1999 University of California, Los Angeles

B.A., American Literature and Culture

W. ERIC WEST KEY PROJECT LIST
STATUS MARCH 2019

Project Name	Project Location
Apple Park	Cupertino, Ca, USA
Google Shoreline Campus	Mountain View, Ca, USA
Old Chem Building Renovation (Stanford)	Palo Alto, Ca, USA
Box Hill Australian Taxation Office	Melbourne, Australia
Midland Health Campus	Perth, Australia
Harry Perkins Institute of Medical Research	Perth, Australia
University of Technology, Sydney	Sydney, Australia
Emporium Melbourne Shopping Mall	Melbourne, Australia
Schneider Electric New Manufacturing Center, Distribution Center and Office	Shanghai, China
Vestas Wind Systems New Manufacturing Center, Warehouse and Office	Inner Mongolia, China
Fiberweb Airlaid New Manufacturing Center	Tianjin, China
CSR Building Materials New Manufacturing Center and Office	Guangzhou, China

Attachment: Eric West Application Packet_Redacted (2245 : Commission Interviews)

BorgWarner Automotive Components New Manufacturing Center, R & D Center, and Office	Ningbo, China
Leybold Vacuum New Manufacturing Center and Office	Tianjin, China

Print**Commission Application - Submission #15142****Date Submitted: 2/21/2019****First Name**

Anthony

Last Name

Stenberg

Address1**Address2****City**

Morgan Hill

State

CA

Zip

95037

Home Phone Number**Cell Phone Number****email address****Occupation**

501 (c)(3) Founder/Director

Are you a registered voter?

yes ▼

Please list any properties you own in Morgan Hill**Do you have any relatives currently employed by the City of Morgan Hill?**

No ▼

Attachment: Anthony Stenberg Application Packet_Redacted (2245 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

Visit the link below for information on the Parks and Recreation Commission

[Parks and Recreation Commission](#)

Visit the link below for information on the Library, Culture, and Arts Commission

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

cover letter.pdf

Please upload a resume*

19.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

MHUSD Strategic Arts Planning Committee. I worked with District and community members to create a visual arts plan for the district grades K-12. Also, the Santa Clara County Library Gilroy's focus group- we collaborated on early stages of planning the Maker's Space at the Gilroy Library.

What skills and/or experience do you possess that would be important to your role as a commissioner?*

I am a founder/director of Morgan Hill Art School, a local nonprofit community organization. I was a full-time Art teacher in public schools of Santa Clara County for over 10 years with a Master Degree in Education: Art Education. As a community leader and director of Morgan Hill Art School, I have built relationships with several community organizations, such as New Perspectives. I participate with Morgan Hill Art School in many community events and fairs, such as the Saturday Farmer's Market and Taste of Morgan Hill. Morgan Hill Art School and I have received two awards of distinction for work within the Morgan Hill and South County Communities.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

I understand the role of the commission is to serve the community by providing access to current and relevant information, with a focus on progress and to create opportunities for artists. I see it as an advantage to increase awareness and bring more visibility to artists of our community as well as promote the talents and skills of our young and aspiring artists with a showcase of their works to the Morgan Hill and South County communities. The promotion of arts inspiring our community to create an even more peaceful Morgan Hill is why I want to serve on this commission.

What would you like to accomplish as a commissioner?*

I would like to create opportunities and bring awareness to all forms of art by creating a community that is involved and passionate about the library, culture, and arts; an increased exposure of local artists and the ability to purchase public art works created by local artists.

What are the greatest opportunities facing the community in regards to this commission?*

That I will be a voice for the community. I will listen to the community's wants and needs for public works and showcases. I will work to meet the hopes for the future plans regarding the library, culture, and arts commission.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**☐ Yes☐ No**Are you currently serving on a committee**☐ Yes☐ No**Are you assigned to a special project?**☐ Yes☐ No

If you are assigned to a special project, please describe the project.

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree 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 and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s 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.*

Anthony Stenberg

Date*

2/21/2019

7:45 PM



INFO@MORGANHILLARTSCHOOL.ORG



(669) 888-3622

1295 E DUNNE AVE STE 210
MORGAN HILL, CA 95037

MORGANHILLARTSCHOOL.ORG
501 (C)(3)

MORGAN HILL ART SCHOOL

To Morgan Hill City Council,

My name is Anthony Stenberg. I am the Director and Founder of Morgan Hill Art School. We are a multi award winning art school in town. Our goal is to help create and build community through art. With a seat on the Library, Culture, and Arts Commission, I know I can greatly help fulfill the vision of our school and in turn build and promote arts throughout our community.

I've had the opportunity to work with Morgan Hill Unified School District's Strategic Arts Planning Committee where we collaborated and created a new arts instruction plan. Also, I've had the opportunity to work with the Gilroy Library on the planning of a maker's space. During the last year, I have built several relationships with local organizations in which we provide art instruction, often free of charge.

I would love to see opportunities for artists both, professional and students, to create and display art throughout our city's buildings and public lands. I feel we are on our way to having an even more wonderful artistic community.

Promoting more art classes for people of all ages and abilities, more art shows and competitions to promote the arts within community, is another goal I have for our town.

My ten 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 keep our great city creative.

Thank you,
Anthony Stenberg

Anthony J Stenberg

, Morgan Hill, Ca 95037

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.

Experience

Morgan Hill Art School-Morgan Hill, CA

Founder/Director, 06/17-

Opened nonprofit art school. Instruct classes, hire and train staff, create curriculum. Manage and attain accounts, budget. Create opportunities for artist and students.

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.

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

Print**Commission Application - Submission #15117****Date Submitted: 2/18/2019****First Name**

Gabrielle

Last Name

Bates

Address1**Address2****City**

Morgan Hill

State

CA

Zip

95037

Home Phone Number**Cell Phone Number****email address****Occupation****Are you a registered voter?**

yes

Please list any properties you own in Morgan Hill**Do you have any relatives currently employed by the City of Morgan Hill?**

No

Attachment: Gabrielle Bates Application Packet_Redacted (2245 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

Visit the link below for information on the Parks and Recreation Commission

[Parks and Recreation Commission](#)

Visit the link below for information on the Library, Culture, and Arts Commission

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

LibraryCommissLTR2019.docx

Please upload a resume*

GSBatesResume2019B.doc

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

No

What skills and/or experience do you possess that would be important to your role as a commissioner?*

My humanities background allows me to understand many different viewpoints. My art background and art interests help me see beauty in many genres, even mundane things.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

The role helps bring culture and aesthetic stimuli to the community.

What would you like to accomplish as a commissioner?*

I am interested in bringing more awareness to the environment through art.

What are the greatest opportunities facing the community in regards to this commission?*

The greatest opportunities would be to expose people to art they might not have considered in the first place. Or to expose them to art that makes them think deeper about their surroundings.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**☐ Yes☒ No**Are you currently serving on a committee**☐ Yes☒ No**Are you assigned to a special project?**☐ Yes☒ No

If you are assigned to a special project, please describe the project.

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree 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 and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s 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.*

Gabrielle Bates

Date*

2/18/2019

7:30 PM

To Whom It May Concern;

The position of Library, Culture and Arts Commission encompasses my interests and skills. My background in Humanities and Arts & Social Change exposed me to a variety of cultures, perspectives and gave me a foundation for working with people.

I have spent 15 years working as a spa tech, both as a massage therapist and esthetician. I was moved to do this work because I loved helping people out of pain and educating them. I also did makeup for a few years. It was a great outlet for my creativity.

Currently, I explore my creativity via writing in the YA genre. I am also learning Zentangle art and am an active member of the Morgan Hill Zentangle Club.

I enjoy volunteering with Friends of the Library. It has been a lifelong goal to attend school for Library Science. I am applying for Fall admission at San Jose State.

I have an appreciation for Byzantine and Gothic art. Some of my favorite artists are Haring, Chagall, Warhol, Khalo, Patssi Valdez, David Choe, De la Torres brothers, Dawn McTeigue, Jen Bartel, Rob Sheridan, Tara McPherson, John Giang and Caia Koopman.

I was lucky to once share an art space with Scape (one of his pieces currently hangs in the library) for a Dia de los Muertos exhibit at MACLA about 15 years ago. The most infamous art piece I have worked on is the alcove at The Women's Building, in San Francisco. That mural is considered one of the most popular tourist attractions.

I welcome the opportunity to meet with you and further discuss the position. Thank you for your time and consideration.

Sincerely,

Gabrielle Bates

PHONE MORGAN HILL, CA
• E-MAIL

GABRIELLE BATES

SUMMARY OF QUALIFICATIONS

- Extensive successful experiences dealing with the public
- Ability to remain poised even in demanding situations.
- Profound flexibility on the job
- Possess many traits of an effective communicator; Sincerity, Patience, Instinct, Diplomacy, Warm, friendly demeanor
- Excellent team player, responsible, dependable with high personal standards and values

WORK EXPERIENCE

07/12 – 07/18 **Watercourse Way** Palo Alto, CA
Esthetician/C.M.T.

Educating members on the benefits of natural skincare lines and cosmeceuticals, customizing facials for skin types and personal budgets, building repeat clientele, recommending take home product and closing sales, maintaining safety standards and cleanliness, keeping equipment properly sanitized.

08/09 – 08/12 **Massage Envy Spa** Cupertino, CA
Esthetician/C.M.T.

Educating members on Murad skincare line, performing customized facials, building repeat clientele, massages per request, maintaining CDC safety standards and cleanliness.

03/08 – 03/10 **Ulta** Fremont, CA
Esthetician

Provide initial and on-going consultations, emphasizing product/service features and benefits, and encouraging guests to purchase products/services appropriate for their needs, educating consumers primarily on Dermalogica product line, performing customized facials & waxing services, in-store promotional Face Mapping, maintaining safety standards and cleanliness, keeping work area clean and equipment properly sanitized, general salon customer service, and makeup application for special events and education.

07/08 – 03/09 **Cherisse's Hair Salon & Day Spa** Morgan Hill, CA
Esthetician/C.M.T.

Responsible for maintaining client relations, educating consumers primarily on Dermalogica product line, performing customized facials & waxing services, cross-marketing other services and upgrades, providing customized massage treatments, providing complimentary hand massages to establish new client relation, setting and meeting weekly retail goals, general salon customer service, and some makeup application, promoting Youngblood makeup line.

10/06 -01/08 **InSpa (Santana Row)** San Jose, CA
C.M.T.

Responsible for maintaining client relations, providing therapeutic massage primarily for relaxation, to alleviate stress and reduce chronic pain. Promoting InSpa private label of skincare. Averaging on 76 massages a month.

02/01 – 03/06 **ETP, Inc.** Santa Clara, CA
Warehouse Manager/ Customer Service

Responsible for maintaining client database, compiling and stocking product, processing sales, supervise & train crew, maintaining relationship with outside vendors, creating Policies & Procedures manual, some data entry.

EDUCATION

San Jose State <i>MLS</i>	San Jose, CA	Fall 2019 -
CA Cosmo School <i>Esthetics</i>	Santa Clara, CA	12/2009
IDI <i>Dermologica Live 1 & 2, Face Mapping, Face Treatment, Touch Therapy, Treating Rosacea & Sensitized Skin, Prescriptive Retail, Chinese Diagnosis</i>	San Francisco, CA	12/2009
Body Therapy Center <i>Cranial Sacral, Therapeutic, Hot Stone, Thai I</i>	Palo Alto, CA	2004-2003
Chi Nei Tsang Center <i>Fundamentals</i>	Berkeley, CA	10/2003
ALACE <i>Labor Assistant Training</i>	San Jose, CA	08/2002
The Royal Touch <i>Pre/Post-Natal and RT Curative Massage</i>	Los Gatos, CA	03/2002
NCOC <i>BA in Humanities: Arts & Social Change</i>	San Francisco, CA	05/1994

References Available Upon Request.

Print**Commission Application - Submission #14973****Date Submitted: 1/22/2019****First Name**

Jake

Last Name

Thompson

Address1**Address2****City**

Morgan Hill

State

CA

Zip

95037

Home Phone Number**Cell Phone Number****email address****Occupation**

Elementary Curriculum Coordinator

Are you a registered voter?

yes

Please list any properties you own in Morgan Hill**Do you have any relatives currently employed by the City of Morgan Hill?**

No

Attachment: Jake Thompson Application Packet_Redacted (2245 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

Visit the link below for information on the Parks and Recreation Commission

[Parks and Recreation Commission](#)

Visit the link below for information on the Library, Culture, and Arts Commission

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

LCAC Cover Letter.pdf

Please upload a resume*

J.Thompson Resume.docx

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

Previously, I lived in Atlanta, Georgia and served on the board of the HOA of our condo/townhome association. We were responsible for the maintenance and upkeep of the common areas, landscaping, and the external components of all 78 homes. We also created and implemented special projects, including landscape redesign, installations, and design elements through the community.

What skills and/or experience do you possess that would be important to your role as a commissioner?*

I have worked in the field of education for over 15 years. I have spent a majority of my time coaching and training teachers and leaders within my field. As a leader, I have honed my skills of collaboration and problem-solving in order to accomplish various initiatives and milestones, as well as formed strategic partnerships with key stakeholders in order to accomplish the goals of the organization. On another note, one of my passions is art and design. For many years, I worked with various companies (Herend china, Waterford crystal, Wedgewood china, Archipelago linens, Ann Gish linens, Moeser crystal) merchandising their products and creating/installing their displays. I have taken several art classes as an adult and worked with several artists in the Atlanta area supporting public displays of art and murals.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

I understand that the role of the commission is to support the library, culture, and arts within the Morgan Hill community. As commission members, we would advocate for the public library system and work with other partners to make sure that our community has the most adequate library system to serve our community members. Further, the commission acts as the community partnership between various groups and organizations in order to bring art and cultural performances into our community. The commission is also responsible for the procurement of the public art installations within Morgan Hill.

Attachment: Jake Thompson Application Packet_Redacted (2245 : Commission Interviews)

What would you like to accomplish as a commissioner?*

As an educator, books are a passion and supporting the library system is vital to the educational system. It is important that we continue to advocate for our library systems for all of our citizens, especially our children. I would like to continue to advocate for and support the public art installations in Morgan Hill. The art that is already a part of our community highlights the culture and sends an important message to residents and visitors alike that art is important and valuable to our community. So many art programs are being cut in schools and communities. By investing in public art and performance opportunities, we are doing our part to demonstrate the power and importance of the arts and sending a message to the community that we will fight for the arts in Morgan Hill.

What are the greatest opportunities facing the community in regards to this commission?*

I am sure that funding is a large opportunity that the commission is facing. As I stated previously, so much funding for the arts is being cut or reallocated to other areas. Securing and maintaining funding is typically a challenge for many art programs. Another opportunity that the commission faces is increasing the involvement of community and non-community members alike. As a commission member, we are tasked with increasing the awareness and stimulating the interests of the public. This can be a large task that takes a lot of coordination and collaboration in order to be successful.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☐ No

Are you currently serving on a committee

- ☐ Yes
☐ No

Are you assigned to a special project?

- ☐ Yes
☐ No

If you are assigned to a special project, please describe the project.**Please review the City Council Ethics Policy**

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree 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 and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s 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.*

Jake Thompson

Date*

1/22/2019

9:00 AM

January 22, 2019

Library, Culture, & Arts Commission
City Clerk's Office
17575 Peak Avenue
Morgan Hill, CA 95037

To whom it may concern:

I am writing to you to express my interest in serving on the Morgan Hill Library, Culture, and Arts Commission. As both an educator and supporter of the arts, I would honor the opportunity to serve as a commissioner on this very special board so that I may give back to our community and to advocate for the arts on a larger scale.

I have been an educator for over 15 years. I have had the amazing opportunity to watch as my students find the magic of books and reading. I have seen students get lost in worlds that only exist in imaginations and form relationships with characters that become life-long friends. I have witnessed the most dynamic library media specialists bring stories to life and leave children in sheer amazement. I have also seen how the library systems have been affected by cuts to funding and the overall effects of the digital age. I want the opportunity to advocate for our libraries, families, and students in our community so that our libraries can continue to thrive.

Throughout my career, I have also had the privilege of working with and supporting many aspects of the arts. I have worked with several design companies, creating their displays and merchandising their products. I have supported friends and students as they begin their performance career or display their first pieces of art. I have worked with organizations as they install public art and murals within the community. I have taken art classes as an adult and followed my own passions as an acrylic artist. I would love the opportunity to continue to support and advocate for the cultural and art programs within the Morgan Hill community as a member of the commission.

Thank you for taking the time to review my background and application. I would be honored to serve on the commission for the Morgan Hill community. I look forward to hearing from you soon.

Sincerely,

Jake Thompson

Attachment: Jake Thompson Application Packet_Redacted (2245 : Commission Interviews)

Jake Dexter Thompson

Morgan Hill, CA 95037

Experience

Alpha Public Schools

July 2018-Present

K-4 Design Lead

- Codify the Alpha: Cornerstone model by coaching and training teacher residents, continuing to build elementary curriculum, guiding lead planners, and leading professional development
- Create a playbook for the translation of the Cornerstone model to two new schools by capturing and designing academic, cultural, and operational systems that will ultimately serve thousands of students in East San Jose
- Lead the launch and implementation of the K-4 model at the 5-8 campuses, resulting in extraordinary academic outcomes for scholars
- Own the people model, from naming the traits of the best Cornerstone teachers, to teacher hiring, management, and coaching
- Develop excitement across our community - staff, parents, scholars, board members, and funders - about the opening of K-4

Alpha: Cornerstone Academy Preparatory School

July 2017-July 2018

Instructional Coach

- Building positive, collaborative relationships with teachers, students and families
- Planning and leading professional development, both site specific and network wide
- Guiding teachers through the intellectual preparation and developing knowledge of grade level content
- Facilitating phonics instruction K-1, planning continued rollout in K-2 (2018-2019)
- Leading weekly data meetings with a focus on improving student achievement
- Revamping mathematics scope and sequence for 2018-2019 rollout
- Supporting teachers in the personalization of learning and differentiation of content

Mount Vernon Presbyterian School, Atlanta GA

July 2014-July 2017

Lower School Learning Coach

- Designed and developed school learning outcomes and curriculum in all subject areas, K-4
- Served as Project Based Learning (PBL) resident expert and coordinator of unit creation
- Lead planning with grade level teams and served as curriculum coach, K-4
- Created and modeled inquiry-based lessons, workshop lessons, Orton-Gillingham based phonics lesson, and NCTM best practices for teachers and students, K-4
- Delivered training to teachers and staff in assessment, Design Thinking/Visible Thinking routines, PBL, phonics, workshop models, and mindset activities
- Coordinated services, implemented accommodations, and tracked data for students in RTI/SST/IEP, K-4
- Created, coordinated, and administered admissions assessments
- Served on the five-year planning committee and as lead of the Social Sciences Research and Design committee

Morris Brandon Elementary School, Atlanta GA

Aug 2013-July 2014

IB PYP Coordinator

- Oversaw the curriculum, K-5, within the International Baccalaureate Programme of Inquiry
- Revised, edited, and crafted the school policies in the areas of assessment, language, and special education
- Planned with grade level teams and served as a curriculum coach for the school
- Created and modeled inquiry-based lessons for teachers and students, K-5
- Delivered training to teachers and staff, within and outside of the school building, based on IB standards and practices
- Coordinated and completed the school self-evaluation and IB re-certification documentation
- Collaborated and met with IB coordinators, curriculum coaches, teachers and administrators across the district/country

Morris Brandon Elementary School, Atlanta GA

Aug 2006-Aug 2013

Teacher-Kindergarten/First Grade

- Created and implemented inquiry-based units through the IB standards and practices
- Established a fully inclusive classroom in order to serve the needs of all children
- Integrated technology/assistive technology through project-based units and adapted activities to meet the needs of all learners
- Served as SST/RTI grade level chair and school coach
- Served on Curriculum Team, Five Year Plan committee, Data Team, IB committee, and Operations and Procedures governance teams

Clifton Elementary School, Atlanta, GA**Jan 2004-July 2006****Teacher-First Grade, Multi-Age and Self-Contained EIP First Grade**

- Developed and designed lesson plans to meet the academic, developmental, and social needs of every student
- Created individualized educational plans for students and assisted families to find services when needed
- Served as a self-contained EIP teacher for First Grade
- Supported a balanced reading program through the implementation of reading and writing workshops
- Served as Grade Level chair for First Grade

St. Vincent de Paul Society, Inc., Atlanta, GA**Jan 2002-May 2003****Fundraising Associate**

- Responsible for developing, planning, implementing, and evaluating major fundraising programs of the organization
- Reorganized a major fundraising adventure, resulting in a net profit over \$200k
- Maintained relationships between donors, volunteers, and the general public
- Managed volunteers in several programs throughout the organization
- Assisted in training new employees
- Planned and implemented life skills training classes

American Cancer Society, Inc., Atlanta, GA**Jan 2001-Dec 2001****Web-based Health Educator**

- Collaborated on the creation of new information with leading health professionals
- Asked to serve as a member on the database transition team for the organization
- Participated in the major re-launch of the American Cancer Society website
- Worked with company databases to provide educational training to patients and the general public
- Planned and implemented educational classes for professionals within the organization and outside organizations

Education**Master of Education - Early Childhood**

Georgia State University, Atlanta, GA, May 2003-2005

GTAPP Graduate Program/Reading Recovery/Urban Educational Studies

Bachelor of Science – Health Promotion and Behavior/Public Health

University of Georgia, Athens, GA, June 1997-May 2000

Georgia College and State University, Milledgeville, GA, September 1995-June 1997

Training

Foundational Reading Skills, Teacher's College Reading and Writing Project (December, 2016)

Virtual Teacher Institute, World Leadership School (2015-2016, 2016-2017)

Coaching of Reading, Teacher's College Reading and Writing Project (October, 2015)

Orton Gillingham Training (July, 2015)

Project Zero Perspectives: Making, Thinking, Understanding (September, 2014)

An introduction to Programme Standards for Administrators, Level 3 (2013)

Differentiated Instruction, Instructional Planning, Academically Challenging Environments with Dr. Dan Mulligan (2013)

Creating Formative and Summative Assessments, Language Arts and Math, ASCD (2013)

Making Math Accessible with Steven Leinwand (2013)

The Complete Reading Series with Brenda Fitzgerald (2012-2013)

Understanding the Common Core (2012, 2013)

Inquiry and Collaborative Planning, Level 2 IB training (2008/2009)

Honors

Teacher of the Year Brandon Elementary/District Semi-finalist (2013-2014)

Nominee Teacher of the Year (2008-2009, 2009-2010, 2010-2011, 2011-2012)

Teacher Lead for Class Keys/Teacher Keys Evaluation rollout (2009-2010), SST/RTI Coach (2011, 2012), Lead the Learning Cadre (2013, 2014)

Teacher of the Year Clifton Elementary (2005-2006)

Print**Commission Application - Submission #14996****Date Submitted: 1/26/2019****First Name**

Karen

Last Name

McNulty

Address1**Address2****City**

Morgan Hill

State

California

Zip

95037

Home Phone Number**Cell Phone Number****email address****Occupation**

Artist

Are you a registered voter?

yes ▼

Please list any properties you own in Morgan Hill**Do you have any relatives currently employed by the City of Morgan Hill?**

No ▼

Attachment: Karen McNulty Application Packet_Redacted (2245 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

Visit the link below for information on the Parks and Recreation Commission

[Parks and Recreation Commission](#)

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[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

McNulty mh 2018.pdf

Please upload a resume*

Karens Curric Vitae copy.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

Yes, I worked with the City of Mission Viejo's Cultural and Arts commission, bringing live outdoor theatre to the city's front lawn. Other city events I was involved with include Arts Alive and The Readers Festival.

What skills and/or experience do you possess that would be important to your role as a commissioner?*

I have worked in the Art and Entertainment industry for the over 30 years. I have a deep understanding of both budgeting and outreaching to the community.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

The role of the commission is to bring the connection of art and culture to the community of Morgan Hill. It has been well-documented that the arts contribute not only to the quality of life of a community, but to its economic health as well. With the appreciation of art and the contribution it makes, I see our community thriving around the arts.

What would you like to accomplish as a commissioner?*

As a member of the Library and Cultural Arts Commission, I see the scope of the creative industries increasing within the city. This includes partnering with the existing industries to stimulate public art and performing art. I believe these efforts with stimulate activities and events that the community will strive to participate and plan to attend.

What are the greatest opportunities facing the community in regards to this commission?*

Opportunities in community arts are often fiscally motivated or opinion based. I believe and have witnessed the arts supported both publicly and privately. Education and passion for the arts increases the awareness of a universal sphere of thought and opens all of us to new ideas. Well thought out presentations of art can bring a community together, increasing a sense of inclusiveness.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☒ No

Are you currently serving on a committee

- ☐ Yes
☒ No

Are you assigned to a special project?

- ☐ Yes
☒ No

If you are assigned to a special project, please describe the project.

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree 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 and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s 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.*

Karen McNulty

Date*

1/26/2019

8:00 AM

Karen McNulty

January 25, 2019

Morgan Hill CA 95037
January 25, 2019

City of Morgan Hill
17575 Peak Avenue, Morgan Hill, California,
USA 95037

Dear Selection Committee:

I am writing you to express interest for the open position Library, Culture and Arts Commission . I have been working as the Scenic Charge Artist for the San Francisco Playhouse for the past four years and as over-hire Scenic Artist for Opera San Jose. Prior to relocating to Northern California, I held the position as Staff Scenic Artist and Associate Faculty of Technical Theatre at Saddleback College in Mission Viejo, California. It was at this position that the door opened for me to work along side with the Cultural Arts Committee with the City of Mission Viejo.

As a Park Artist at the Disneyland Resort, I was responsible for creating and maintaining themed paint finishes at the resort and numerous projects for the Walt Disney World Resort in Florida.

I have a passion for the arts and entertainment industry and after receiving degrees from Baldwin Wallace University, my career headed out west. I worked as an Art Director for the Entertainment Complex at Fisherman's Wharf in San Francisco. I was involved in the design and planning of the Ripley's Believe It Or Not Museum in Buena Park, California.

My previous experience has allowed me to work and create in a fast paced environment and I believe I am an exceptional candidate for this position. I would embrace the opportunity to meet with you to explain how my talents and skills would compliment the City of Morgan Hill.

Sincerely,
Karen McNulty

Attachment: Karen McNulty Application Packet_Redacted (2245 : Commission Interviews)

Karen McNulty

Morgan Hill, CA 95037

Email:

Education

1986 – B.A., Baldwin Wallace University. Major: Speech Communication and Theatre

1987 – B.A., Baldwin Wallace University. Major: Studio Art

Certification

Cal OSHA safety and equipment training ladders, scissor lifts and reticulating boom lifts.

Publications

"Why should I use scenic paints?" Musson Theatrical and Rosco Laboratories, October 2017

Mission Santa Clara 'Yesterday and Today' Santa Clara University, Santa Clara, CA

Faculty

Sept 2016 - Present Guest Scenic Artist Santa Clara University Santa Clara, CA

Scenic Artist and instructor for 6 yearly show season and special projects

Jan 2015 - June 2015 Theatre Advisor/Artist Gilroy Unified School District, Christopher High School, Gilroy, CA

October 2009 - June 2014 Associate Professor of Technical Theatre; Professor of Scenic art and Technical Theatre Saddleback College Mission Viejo, CA

October 2014 Guest Designer Scenic Designer Dead Mans Cell Phone
Entertainment and Theatre Technology Department Saddleback College
Mission Viejo, CA

April 2011 - May 2013 Visual Advisor Power point presentation for theming in the
Entertainment Industry, Participate in annual art event, Arts Alive Mission Viejo, CA

Jan 2012 Safety Trainer Disneyland Resort
Weekly safety presentations to resort cast members

Industry Experience

2015 - Present Scenic Charge Artist San Francisco, CA
Provide oversight, direction and evaluation of scene painting of seven show season from initial design meetings to installation and maintenance of shows ensuring creative standards are met utilizing best paint management procedures and practices

2014 - Present Scenic Artist 2014 Opera San Jose San Jose, CA
Scenic Artist for production department as a over-hire

October 2015 - June 2015 Scenic Charge Artist San Jose Repertory Theatre
San Jose CA
Scenic Artist for five show seasons

August 2015 - May 2016 Scenic Artist Berkeley Repertory Theatre Berkeley CA

Over-hire Scenic Artist

August 2009 –November 2010 Planner /Scheduler Frankly Made Theme Painting
Anaheim, CA
Schedule and bid Projects and provide recommendations

1997 – 2009 Ager Grainer/Park Artist Disneyland Resort Anaheim, CA
Responsibilities included the paint themeing and installation and maintenance of various park attractions and vending carts

1987 – 1997 Scenic Designer Movieland Wax Museum Buena Park, CA
Management, design and painting for various scenic elements in museum.

Awards and Honors

Outstanding City Leadership Award., Mission Viejo, CA, 2012

Disneyland: Bronze Spirit Award – Cast Excellent, 2000

Silver Spirit Award – Operational & Financial Performance, 2001

Print**Commission Application - Submission #15131****Date Submitted: 2/20/2019****First Name**

Katie

Last Name

Khera

Address1**Address2****City**

Morgan Hill

State

CA

Zip

95037

Home Phone Number**Cell Phone Number****email address****Occupation**

Volunteer

Are you a registered voter?

yes ▼

Please list any properties you own in Morgan Hill**Do you have any relatives currently employed by the City of Morgan Hill?**

No ▼

Attachment: Katie Khera Application Packet_Redacted (2245 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

Visit the link below for information on the Parks and Recreation Commission

[Parks and Recreation Commission](#)

Visit the link below for information on the Library, Culture, and Arts Commission

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

LCAC Cover Letter 2019.docx

Please upload a resume*

KatieKhera_Resume_2019_NP.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

Current LCAC commissioner, Participated in community panel on gun ordinance proposal to advise the City Council on policy direction.

What skills and/or experience do you possess that would be important to your role as a commissioner?*

I have vast experience working in the Arts and related non-profits both as an employee and volunteer. I have a BA in Music, and serve on the SV Reads advisory board and PJIFF board. I am a detail oriented and results focused manager of people and projects.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

The LCAC commission plays an advisory role to the City Council on public art, supports the Morgan Hill Library and SCCLD as well as works on various other projects and initiatives related to art and culture. I would like to continue as a commissioner as I am passionate about these topics, care deeply for the City of Morgan Hill and strive to ensure our community maintains a strong focus in this area.

What would you like to accomplish as a commissioner?*

I would love to finally get an all Morgan Hill Arts calendar up and running! I am currently looking for additional ways to better support art/music/dance studios as rents continue to rise for these very low margin but essential to our community businesses. Also, continue to successfully recruit sponsors and vendors for Art a la Carte, as well as coordinate the Commissioners Corner and Youth Art Show.

What are the greatest opportunities facing the community in regards to this commission?*

As I mentioned, rents continue to rise and now businesses like music, dance and arts studios have a very difficult time making ends meet in retail and other commercial space.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**☒ Yes☐ No**Are you currently serving on a committee**☒ Yes☐ No**Are you assigned to a special project?**☐ Yes☒ No

If you are assigned to a special project, please describe the project.

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

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Katie Khera

Date*

2/20/2019

11:45 PM

To Morgan Hill City Council:

Attached please find my application to renew my appointment to the Library, Culture and Arts Commission for another 2 year term. I believe I have demonstrated the leadership, dedication and passion required for this commission and it would be my honor to continue serving the City of Morgan Hill in this capacity. Thank you for your consideration.

Kind regards,
Katie Khera

KATHERINE M. KHERA

, Morgan Hill, CA 95037

www.linkedin.com/in/katiekhera

SENIOR PRACTICE DIRECTOR

Recognized leader managing globally distributed and highly diversified direct report staff, project teams and Fortune 500 customers. Consistently exceeds quarterly revenue targets, maximizes staff efficiency and achieves top customer satisfaction marks. Core competencies include: skilled communicator, exceptionally analytical, detail oriented and meticulous, creative problem solver and solutions based conflict resolution.

AREAS OF EXPERTISE:

- Practice Management
- Engagement Management
- P&L Responsibility, Budget & Planning
- Revenue Growth and Profit
- Team Management and Development
- Client Relationship Management
- Partner Management
- Project Management

PROFESSIONAL EXPERIENCE

VERIZON ENTERPRISE SERVICES, SAN JOSE, CALIFORNIA

2013 - 2017

Senior Project Manager

Facilitates a diverse range of projects including data center builds and migrations, software deployment and upgrades, equipment deployment, as well as large scale application and networking projects. Tracks project deliverables from business requirements, planning and design documentation through schedules and weekly status reporting. Maintains daily project status including management of action items, risks, issues, budget and scope. Assists with scoping for statements of work and change orders. Expert in various Project Management tools and methodologies.

Key Achievements

- Consistently completes assigned projects on-time and on-budget by effectively managing resources and mitigating issues
- Key in improving customer satisfaction through effective communication and reporting
- Assigned additional responsibility as program manager to serve as liaison between Professional Services, customer and customer PMO
- Mentors team project managers, communicates with technical leads and key resources to ensure successful program delivery

SUMTOTAL SYSTEMS, GAINESVILLE, FLORIDA

2000 - 2011

Practice Director, West and Partners, 2005 - 2011

Overarching responsibility for Western Region Professional Services implementations including oversight of Fortune 100 customer enterprise engagements. Managed P&L, budget and planning, scheduling of resources. Led team of 15 Project Managers and Consultants.

Key Achievements

- Consistently exceeded revenue targets of 1M+ per quarter and achieved profit margin requirements
- Instrumental in raising customer satisfaction marks on engagements in region

KATHERINE M. KHERA

- Maintained minimum employee turnover while promoting 3 on my team to management
- Successfully developed implementation paradigm and partnership with leading HROs.

Project Director, 2004 – 2005

Responsible for all pre-sales support of Professional Services for the Western US region. Partnered with Account Executives to assist with RFPs, pitch, discover, estimate and ultimately close Professional Services deals with clients.

Key Achievements

- Consistently exceeded variable bookings targets each quarter
- Awarded MVP by sales team for outstanding work in closing deals
- Reduced implementation challenges with thorough discovery in sales cycle
- Recognized for finding upgrade and add-on opportunities in installed base

Project Manager, 2000 - 2004

Responsible for Project Management of full-cycle software development implementations for Fortune 500 customer base in US and Latin America. Managed all aspects of implementation, led discovery sessions, authored business requirements and functional specifications, managed QA and delivery of customized solutions. Expert in various project management and SDLC tools.

Key Achievements

- Maintained > 90% on-time and on-budget implementations
- Achieved > 90% customer satisfaction marks for implementations
- Recognized for creativity in designing custom solutions to meet business needs
- Recognized as PM expert, assigned teams to grow the department by building out the PMO and piloting PSA tools

NEW HORIZONS COMPUTER LEARNING CENTERS, ANAHEIM, CALIFORNIA 1998 - 2000

NHMS System Administration Trainer and Project Manager, 1999 - 2000

Trained system administrators at national franchise sites on conversion, implementation and system administration of ERP in beta stage. Managed implementation of software at key beta sites and managed relationship with development vendor.

Key Achievements:

- Designed, developed and delivered training courses for both system administrators and end-users.
- Developed systems for and directed all beta testing for both regression and new feature testing. Managed bug tracker and negotiated with developer for effective resolution.
- Wrote business requirements and functional specifications for new development
- Managed help desk, authored FAQ and knowledge base articles.

Senior Field Operations Specialist, 1998 - 1999

Served as corporate consultant to 213 franchises worldwide in all aspects of business operations. Position included discovery, evaluation, recommendation, execution and follow-up in all departments such as sales, operations, training, accounting and facilities. Filled managerial positions as needed including general manager. Conducted hiring and training for all roles.

KATHERINE M. KHERA

NEW HORIZONS COMPUTER LEARNING CENTER, RICHFIELD, MINNESOTA 1996 - 1998

Training Manager/Corporate Trainer, Applications Trainer 1996 - 1998

Directed the overall operation of the Training Department. Responsible for hiring and training of 15 instructors, cross-training, resource scheduling and curriculum development. Responsible for hiring of account executives and training them in the New Horizons specific sales methodology. Revised and authored curriculum in conjunction with company courseware. Consistently earn evaluation scores > 9.5/10.

BOULDER PHILHARMONIC ORCHESTRA, BOULDER, COLORADO 1994 - 1995

Associate Director of Development

Responsible for acquisition of donations for all special projects. Solicited corporate donations and sponsorships, performed market analysis and prospect generation and sold advertising. Assisted in development and maintenance of fundraising database. Coordinated group sales for all performances.

VARIOUS NONPROFIT ORGANIZATIONS, UNITED STATES 1991 - 1994

Campaign Manager

Responsible for recruiting, training, motivating and maintaining a team of 15 to promote each arts organization, sell tickets and/or solicit donations. Accountable for achieving sales goals as well as projecting and monitoring budgets for each project. Other tasks included payroll, prospect generation and ad writing. Met or exceeded all sales projections.

CENTRAL CITY OPERA, DENVER, COLORADO 1994

BOULDER ARTS CENTER, BOULDER, COLORADO 1993

ARTSMARKETING SERVICES, INC, TORONTO, ONTARIO, CANADA 1991 – 1993

- | | | |
|-----------------------------|---|---|
| • St Paul Chamber Orchestra | • George Street Playhouse | • Arkansas Educational Television Network |
| • Jacksonville Symphony | • Arvada Center for the Arts and Humanities | • Nashville Symphony |

EDUCATION

BACHELOR OF ARTS IN MUSIC (CUM LAUDE)

MILLIKIN UNIVERSITY, Decatur, Illinois

SITUATIONAL LEADERSHIP II CERTIFICATE

CURRENT COMMUNITY INVOLVEMENT

Library Culture & Arts Commissioner, City of Morgan Hill

Silicon Valley Reads Advisory Board, Santa Clara County Library District

Poppy Jasper International Film Festival, Board Member, Community Outreach

BookSmart Community Advantage, Community Advocate

Showing Up for Racial Justice, Youth Conference Co-Chair

American Association of University Women, Wildflower Run Fundraising Team

Print**Commission Application - Submission #15094****Date Submitted: 2/14/2019****First Name**

Poonam

Last Name

Chabra

Address1**Address2****City**

Morgan Hill

State

California

Zip

95037

Home Phone Number**Cell Phone Number****email address****Occupation**

Event Program Manager

Are you a registered voter?

yes ▼

Please list any properties you own in Morgan Hill**Do you have any relatives currently employed by the City of Morgan Hill?**

No ▼

Attachment: Poonam Chabra Application Packet_Redacted (2245 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

Visit the link below for information on the Parks and Recreation Commission

[Parks and Recreation Commission](#)

Visit the link below for information on the Library, Culture, and Arts Commission

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

Poonam Chabra Cover letter.docx

Please upload a resume*

Poonam Chabra Resume 2019.docx

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

Yes - Library, Culture and Arts Commission, City of Morgan Hill. Appointed in June 2018
President, Indian Association of South Santa Clara County
Board Member, Poppy Jasper and International Film Festival PJIFF
Executive Committee in the Leadership Morgan Hill class of 2018

What skills and/or experience do you possess that would be important to your role as a commissioner?*

As an existing Commissioner of the LCAC for the City of Morgan Hill (appointed on June 6, 2018), I have worked with my fellow Commissioners with assisting the City Council in executing programs for a wide range of Community initiatives that are included in the LCAC FY 2018-2019 Fiscal plan.

As the President of the Indian Association of South County, I have a passion for communicating the Community with Art and Culture. Strong Partnership skills with various non-profit organizations that are based on Culture and arts and have used these skills to promote and create opportunities that are strategically aligned with the interests of the community as a whole.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

The role of the commission would primarily be to respond to community interests in creating cultural arts opportunities that empower the individual and overall support and enhance the community.

Attachment: Poonam Chabra Application Packet_Redacted (2245 : Commission Interviews)

What would you like to accomplish as a commissioner?*

To plan and support the existing Commission in upcoming Cultural activities. Upcoming projects include Youth Art Contest, Coordinating and execution of the Art a La Carte Fair, Temporary exhibition at the CCC and CRC, support various organizations in the City and also present to the City Council, to various organizations and the other commissions in the City

What are the greatest opportunities facing the community in regards to this commission?*

Provide the Community with Arts and Culture that includes all form of creative expressions, planning of projects that include fairs, art contests and festivals that enrich our community.

Projects that support Sponsorship and Funds for cultural arts programs - as the President of IASC, I serve as the Sponsorship coordinator raising funds for my organization. I have also served as the Sponsorship lead for the Leadership Morgan Hill class of 2018

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**☐ Yes☐ No**Are you currently serving on a committee**☒ Yes☐ No**Are you assigned to a special project?**☒ Yes☐ No**If you are assigned to a special project, please describe the project.**

Art a la Carte event, Community Outreach, Temporary Art exhibit, Library Outreach,

Please review the City Council Ethics Policy

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree 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 and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s 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.*

Poonam Chabra

Date*

2/14/2019

10:00 AM

Dear Honorable Mayor and Morgan Hill City Council,

I am applying to reappointment to the Morgan Hill Library, Cultural and Arts Commission (LCAC). Having recently been appointed to fill a vacancy, my service has spanned only a few months in which time, I have been assigned special projects to execute.

With my deep community roots having completed the Morgan Hill Leadership 2018 program, and as President of the Indian Association of South Santa Clara County, and Board member of the PJIFF, I feel that I still have more to contribute to the greater Morgan Hill Community.

I humbly thank you for your consideration.

Poonam Chabra

POONAM CHABRA

PROFESSIONAL EXPERIENCE

Software Skills: Marketo, Salesforce, smartsheet, G Suite, Office365

ServiceNow – Conference Planner (Contractor)

April 2018 to Oct 2018

Manage the planning and execution of the Grace Hopper Celebration (GHC 2018) leading up to and during the conference.

- **Event Project Management:**
 - o **Project Management:** Identifying and communicating roles and deadlines to key internal and external stakeholders and tracking event goals. Manage end-to-end logistics, production and execution of the conference
 - o **Budget Management:** Prepare and update event budgets and track all final event costs
 - o **Communications Liaison:** Serve as primary point of contact with Marketing, Branding and Communications, Recruiting, and Conference Exhibitors. Collaborate with VP and Senior Manager of Recruiting on events communications calendar, plan and best practices
 - o **Brand Management:** Work with external vendors and the Creative team to produce collateral, booth signage and show giveaways ensuring adherence to brand message and guidelines.
 - o **Show Services Management:** Manage booth property, facilitate show services, coordinate shipping assets, and onsite meeting bookings
 - o **Registration Management, Housing and Staff Coordination:** Manage staff registrations, hotel rooming blocks and booth staffing
 - o **Post Event Management:** Communicate post-event analysis, recap and event learnings to key stakeholders and report on outcomes. Conduct post-event surveys to capture employee event evaluations.
- Collaborate closely with team members, cross-functional teams and internal customers to schedule, organize and execute meetings, speaker series, Intern events and Leadership summits.

RingCentral, Inc. - Event Marketing Coordinator (Contractor)

Nov. 2015 to Aug 2017

Assist with large-scale industry events, trade shows, RingCentral Forums, franchise partner events, direct sales field events (sport, charity, lunches)

- **Event Logistics & Management**
 - o **Collateral Assets and Show Services Production:** Manage booth property and graphics, Coordinate Emails, landing pages, print production, shipping assets and onsite meeting bookings.
 - o **Housing and Staff Coordination:** Contract negotiation, hotel rooming blocks, booth staffing
 - o **Communications Liaison:** Provide conduit channel for key stakeholders/cross-functional and Sales teams.
 - o **Milestone Events:** Dreamforce, HIMSS, Enterprise Connect, RC Forums
- **Analysis and Reporting**
 - o **Lead Generation:** Create Landing pages and Smart list reports within Marketo, manage data and tracking in Salesforce
 - o **Registration Management and Reporting:** Registrant and attendee tracking/reporting, post event debriefs and executive summaries
 - o **Budget Management:** Manage and track event marketing budget and create POs

India Community Center - Event Project Manager (Contractor) Mar. 2014 to Dec. 2014

- **Event Logistics & Project Management (Sevathon 2014 Charity Fundraiser & Marathon)**
 - o Timeline Management: Project planning working with cross-functional teams to ensure deliverables are met
 - o Program Agenda and Speaker Management: Create Agenda, scheduling, coordinate the webinar process, committee assignments and follow through
- **Sponsorship Management**
 - o Manage and secure sponsorships for Sales team
 - o Coordinating branding and collateral
- **Vendor Management**
 - o City Services and Permit: Liaison externally with City Agencies (Parks & Recreation, City of Sunnyvale, City of Santa Clara, Sunnyvale Fire Marshall, Santa Clara County Health Department, American Red Cross) in the permit and approval process, Press and Media Partners for publicity
 - o Cross-Functional Teams Management: Collaboration with the Registration, Production, Site Administration, Media, Security and Medical teams to ensure all plans integrate seamlessly into overall event execution
 - o Contract Coordination: Develop and manage RFP process; negotiate and manage vendor contracts. Oversee ordering of materials from outside vendors
- **P&L Analysis and Reporting**
 - o Analyze current P&L against previous year performance
 - o Provided Post-Event debrief report on budget performance

Chabra Services - Event Planner and Emcee

Jan. 2001 to Feb. 2010

Coordinate and emceed many successful events including **leadership events, internal conferences, product launches**, client events, fundraisers, music festivals & weddings.

COMMUNITY CONTRIBUTIONS:

- **Commissioner**, Library, Culture and Arts Commission, Morgan Hill
- **President**, Indian Association of South Santa Clara County (IASC) – a 501c3 non-profit organization
- **Leadership Alumni**: Morgan Hill Class of 2018
- **Board Member and Trustee**, Children USA – a 501c3 charitable organization providing food, shelter, medical attention and education for under-privileged children in India

EDUCATION:

- Marketo Certification, RingCentral, Inc., 2017
- Event Management Certification, EventTrix/Hunter Communications, 2015
- Crowd Management Certification, City of Sunnyvale, Fire Marshal, 2014
- MS, Chemistry, Bangalore University, Bangalore, India, 1992
- BS, Physics, Chemistry and Math, Bangalore University, Bangalore, India, 1990

Print**Commission Application - Submission #15144****Date Submitted: 2/22/2019****First Name**

Suman

Last Name

Ganapathy

Address1**Address2****City**

Morgan hill

State

CA

Zip

95037

Home Phone Number**Cell Phone Number**

3

email address**Occupation**

Giving back to the community through Leadership & Volunteering

Are you a registered voter?

yes ▼

Please list any properties you own in Morgan Hill**Do you have any relatives currently employed by the City of Morgan Hill?**

No ▼

Attachment: Suman Ganapathy Application Packet_Redacted (2245 : Commission Interviews)

If yes, please provide name

Visit the link below for information on the Planning Commission

[Planning Commission](#)

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[Parks and Recreation Commission](#)

Visit the link below for information on the Library, Culture, and Arts Commission

[Library, Culture, and Arts Commission](#)

Please select the commission you are interested in serving on

Library, Culture, and Arts Commission ▼

Please select the commission that would be your second choice. If you do not have a second choice, please move on to the next question.

Please upload a letter of interest or cover letter*

Cover Letter.docx

Please upload a resume*

Resume - February 2019.pdf

Have you ever served on any other citizen advisory commission or committee? If yes, please list and briefly explain the purpose of each one.*

No

What skills and/or experience do you possess that would be important to your role as a commissioner?*

I am confident that I have the requisite skills and experience to help me in this role. In addition, I am a life-long learner and lover of literature and the arts - literary, visual and performance - and bring to the table knowledge, passion, enthusiasm and motivation too.

My attached resume has all the details. A few enumerated here are:

1. Taught art for 8 years (Spectra Art program) in Cupertino Schools – this included art history, artist biography, and art & design elements & analysis, culminating in a related project. Prepping and implementation of 17 classes a year per class (I taught 7 classes one year) was time-consuming but immensely rewarding. I got a lot of arts-related experience & it included problem-solving that was needed to tackle myriad challenges.
2. Ran the yearly PTA Reflections arts program for many years, starting with my children's elementary, middle and high school, and was also the chairperson for the 6th District PTA (Santa Clara County) county-wide program involving 300 PTA schools (of which about 80 participated) in Visual Arts, Photography, Literature, Music Composition, Dance Choreography and Film Production – this is a Nationally run program. I communicated with all the schools, trained school program chairs, arranged for judges in all categories, and hosted a rewards reception with performances at the SCCOE office each year on a shoestring budget.
3. Was the Art-Artists Workstream Lead in the Leadership Morgan Hill, Class of 2018 'Art and Inspiration' utility box art project last year and class & LCAC-LMH liaison: I was privileged to work with LCAC showcasing my ability to follow through and complete my responsibilities, tackle challenges, be flexible and find solutions.
4. Currently a docent-trainee for the 'Let's Look At Art' San Jose Museum of Art program. This intense training program is reacquainting me with all aspects of art education and will be immensely helpful in my role as commissioner.

What do you understand the role of the commission to be and why would you like to serve on this commission?*

The role of the Library, Culture and Arts Commission is to drive, encourage and support the educational, literary, creative, artistic and cultural activities in our city. It is involved in public outreach to raise awareness and involvement. LCAC augments and enriches the lives of its residents, attracts visitors and businesses, and plays an important part in shaping the character of our city. It ensures that the public library has all the facilities needed to be a hub of knowledge and a generator of ideas, making it an important means of achieving equity in the education, development and intellectual growth of all its residents. Reviewing and recommending potential works of public art to be acquired or installed by the city to benefit the public, planning and implementing various programs e.g. exhibitions, concerts, performance arts, art and sculpture in public places, art and literary competitions for all ages, cooking and other creative avenues etc., and giving the public both opportunities to participate through creativity and self-expression or enjoyment and education are its goals.

Despite the world being obsessed with STEM, the arts have always held a place of paramount importance in my life. Its power in stimulating creativity, improving the quality of life, bringing diverse people together, and contributing to economic prosperity is only just being recognized. I have been a book lover, taught art for years, organized county-wide arts competitions, and been actively involved with projects (like the Leadership MH 2018 'Art & Inspiration' project). Serving in this commission and using my skills and years of experience to benefit the community and our city would be the ultimate honour.

What would you like to accomplish as a commissioner?*

I would actively support the goals and objectives of LCAC because I believe in them very strongly.

If we are continuing with the Public Utility Art project, it would be an honour to be a part of it.

Explore the possibility of having a city poet laureate/musician/artist/performance artist - a good way to promote talented individuals who can, in turn, be an ambassador for our city.

Explore the possibility of having an additional youth LCAC commissioner position from MHUSD for the youth point of view about library resources and arts projects.

Long term goal: educate the public about the importance of the arts in this age of STEM initiatives. Tirelessly advocate for the arts – STEAM, not just STEM should be society's goal – every lover of the arts should be able to hold their head up high, express themselves and be able to make a living in a career they love, and not just pick one that brings in more money but which they aren't passionate about. A tough proposition – I would like to explore how that can be achieved.

What are the greatest opportunities facing the community in regards to this commission?*

The LCAC is imperative for the benefit of the community. The outreach work, and planning and execution of programs by LCAC is an avenue for enrichment and self-expression. Additionally, the arts are a generator of employment - through LCAC programs, artists young and old will have the opportunity to create and showcase their art in various public art opportunities, in literary, visual, digital, and performance arts etc.

There are other benefits and opportunities for our community. Having a beautiful town with a rich artistic and cultural climate is a great magnet for attracting visitors, and will foster economic opportunities, business and private investment, and contribute in the transformation of Morgan Hil into a vibrant commercial and cultural hub.

If you are an incumbent seeking reappointment:**Are you next in line to serve as Chair or Vice-Chair?**

- ☐ Yes
☐ No

Are you currently serving on a committee

- ☐ Yes
☐ No

Are you assigned to a special project?

- ☐ Yes
☐ No

If you are assigned to a special project, please describe the project.

Please review the [City Council Ethics Policy](#)

[City Council Ethics Policy](#)

Please type name to sign. By my signature, I agree 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 and that I do subscribe to this Policy; that I will apply it to the specific responsibilities s 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.*

Suman Ganapathy

Date*

2/22/2019

12:15 AM

Attachment: Suman Ganapathy Application Packet_Redacted (2245 : Commission Interviews)

Suman Ganapathy

Morgan Hill, CA 95037

February 20, 2019

Library Culture and Arts Commission
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA - 95037

I would like to apply for the position of commissioner in the Morgan Hill Library, Culture and Arts Commission for the April 2019 – April 2021 term. I am confident that I have the requisite skills and experience commensurate with the position.

I have a long and successful track record in community service, with leadership positions, many in the field of the arts. The most recent project I greatly enjoyed working for was as the artwork-artist workstream lead for the Leadership Morgan Hill Class of 2018 'Art and Inspiration' Utility Box Art project, completed in September 2018. I was also the class and the LMH-LCAC liaison, and was privileged to be able to work with the LCAC, showcasing my ability to follow through and complete my responsibilities, tackle challenges, be flexible and find solutions.

In addition, I ran the annual PTA Reflections arts program for many years, in my children's elementary, middle and high school; and also, the chairperson for the 6th District PTA (Santa Clara County) county-wide program involving 300 PTA schools (of which about 80 participated) in Visual Arts, Photography, Literature, Music Composition, Dance Choreography and Film Production – this is a nationally run program. I communicated with all the schools, trained school program chairs, arranged for judges in all categories, and hosted a rewards reception with performances at the SCCOE office each year on a shoestring budget.

I also taught art for 8 years (Spectra Art program) in Cupertino Schools – it included art history, artist biography, and art & design elements & analysis, culminating in a related project. Prepping and implementation of 17 classes a year per class (I taught 7 classes one year) was time-consuming but immensely rewarding. I got a lot of arts-related experience, including problem-solving that was needed to tackle myriad challenges. Currently, I am training to be an art docent for the Let's Look At Art program with the San Jose Museum of Art, helping me stay connected with art.

I was also recently accepted as a board member in the Morgan Hill Downtown Association. This will enable me to learn the needs of the community, and assist me in my duties as a commissioner, were I to be accepted.

Last but not least, I am a life-long learner and lover of literature and the arts - literary, visual and performance - and bring to the table knowledge, passion, enthusiasm and motivation.

Serving as a commissioner in the Library Culture and Arts Commission would be a great honour, and I hope I will be given an opportunity to do so.

Sincerely,

Suman Ganapathy

Attachment: Suman Ganapathy Application Packet_Redacted (2245 : Commission Interviews)

A driven, full time community volunteer with multiple leadership positions through the years, I am known for my work ethic and enthusiasm in everything I do. I am passionate about literature and the arts, cannot imagine humankind without its exalting influence, while also recognizing its practical importance in fostering creativity, building community, and contributing to the economy.

ORGANIZATION & COMMUNITY INVOLVEMENT

1. **Downtown Association Board Member** **February 2019 onwards**
 - Was just accepted as a board member
2. **Trainee Docent San Jose Museum of Art** **January 2019 onwards**
 - Currently training to be a docent for the SJMA Let's Look at Art Program
3. **Joint Venture Silicon Valley Food Rescue** **October 2018 onwards**
 - Volunteer grant writer
4. **Leadership Morgan Hill** **January-September 2018**
 - Class liaison
 - Library Culture & Arts Commission liaison (for the Arts & Inspiration class project)
 - Artist/artwork workstream lead (class project: Arts & Inspiration)
5. **AAUW, Morgan Hill** **April 2016 – Present**
 - Board Member – Newsletter Layout Editor
 - Chair – Afternoon Books Interest Group
 - (New) Wildflower Run 2K Run Chair
 - (past) Sponsor Committee Member – Wildflower Run Annual Fundraiser Event
 - Bylaws Committee Member
 - Writing Club Interest Group
6. **SURJ – South County** **January 2017 – Present**
 - Liaison for Loving & Learning Center, Morgan Hill
7. **Fremont Union High Schools Foundation** **July 2010 – June 2014**
 - Board member (July 2010 – June 2014)
 - Direct Ask Committee – creating and implementation of strategy
 - Crab Feed Committee – creating and publishing of the event program, volunteering during event,
 - Program selection Committee – determining where funds can be spent
 - Currently still a volunteer (once a year) during the fundraising event: FUHSF Crab Feed
8. **Santa Clara County, Office of Education** **January 2013 – June 2014**
 - Artspiration – Santa Clara County Office of Education (SCCOE) Arts initiative member, Santa Clara County (committed to advocating arts for all schools in the county).

9. Monta Vista Senior All Night Party**July 1, 2012 – June 30, 2013**

- Co-president, Monta Vista High School Senior All Night Party (2013 SANP), a \$68,000 501(c)(3) non-profit organization: Planning and execution of 2013 party, along with co-chair. Logistics, overseeing all committees, running meetings – power-point slides for all meetings, check signee): July 1, 2012-June 30, 2013
- Tickets and publicity: Publicizing the party on Facebook, School loop- school online communications system, posters, emails, PA announcements, video advertising. Creating and implementing ticket sales strategy, creating and maintaining google spreadsheet of attendees, making sure all forms and permission slips are valid.
- Communications chair: Soliciting parent volunteers for the party – emails, online school communications system – 400 volunteers.
- Site manager Compiling needs from the school campus of all SANP committees and overseeing its implementation for the SANP during set-up and take-down.

10. PTA/PTSA**July 1, 2012 – June 30, 2013**

- Cupertino-Fremont-Sunnyvale Council of PTAs (CFSCPTA), parliamentarian: Chairing nominating committee, making sure the bylaws of 31 PTA schools and the council PTA are up-to-date and acceptable to the state attorney general, parliamentarian advice to unit parliamentarians, training unit parliamentarians
- Monta Vista PTSA (MVPTSA) Secretary: Writing minutes, keeper of all books, board member, active participant in the implementation of PTSA goals
- MVPTSA Job Shadow Committee: Finding companies willing to host Job Shadow students. Liaison between students and corporate Job Shadow mentors - managing student profile and corporate agenda.
- MVPTSA Hospitality Committee: Hospitality during PTSA events, meetings and Staff Appreciation Day

11. Monta Vista Dance Team**August 2009 – May 2013**

- Monta Vista Dance Team (MVDT) Costumes for the Marquesas dance team
- MVDT volunteer parent – in charge of meals (breakfast, lunch) for Bella Vista Competition for the team and families
- MVDT-Monta Vista Athletics Booster Liaison (communications, advocating for MVDT, volunteer service to the athletics booster)
- Volunteering for various dance team events and activities

12. Cupertino-Fremont Council of PTAs (CFCPTA) & Cupertino-Fremont-Sunnyvale Council of PTAs (CFSCPTA)

- Parliamentarian **2012-2013**
Managed, oversaw and chaired nominating committee, helped all schools (31 schools) update their bylaws. Updated council PTA. Parliamentarian advice to unit parliamentarians, training unit parliamentarians. Made sure parliamentarian procedure was followed at meetings.
- VP Leadership **2010-2012**
(Created the council leadership training program, and also ran the training – determining types of classes, finding trainers, publicizing event to PTA leadership and implementation)
- Executive VP **2008-2010**
Primary aide to president. Executive board member involved in implementation of PTA goals. Was acting president from March 2010-June 2010)

- **President** **2006-2008**
Led the PTA towards goals set by the membership of all the school PTAs in the council (8000 members). Revamped and strengthened a faltering council; cemented goals, initiated leadership training, district appreciation, built a support structure with all units and sharing of knowledge & problem sharing. Started Unit Sponsorship of Parent Ed/School wellness Programs (mini-grants). Introduced the council VP Advocacy position – did a “Flunk the Budget” petition, got 5000 signatures and presented to elected officials & sent to Sacramento. Voted to include Sunnyvale schools in the council. Cupertino-Fremont Council became Cupertino-Fremont-Sunnyvale Council.
- **Historian** **2005-2006**
Council board member. Actively helped with implementation of council goals. Captured and kept a record of activities. Collected and added up annual volunteer hours. Wrote annual report. Sent reminders and helped unit PTAs to collect volunteer hours and write annual report.

13. **Monta Vista High School PTA/PTSA (MVPTA/MVPTSA)**

- **Secretary** **2012-2013**
Writing meeting minutes. Keeper of all permanent books and records. Board member, actively engaged in
- **Parliamentarian (2010-2012)**
Managed, oversaw and chaired nominating committee, updated bylaws. Made sure parliamentary procedure was followed at meetings.
- **President (2008-2010)**
Led the PTA towards goals set by the membership (1100 members). Started member Yahoogroups, Carpool Yahoogroups, Facebook page. Started the Unsung Hero Senior Scholarship. Voted to become a PTSA (Parent-Teacher-Student-Association) with leadership opportunities for students. Liaison for school district parcel tax and bond measure campaigns. Started the Parent Link – veteran parents calling and welcoming all freshmen families and being the contact for any questions. Attended Cupertino city council meetings on behalf of the PTA; led email/letter campaign to open Blackberry Farm/Scenic Circle gate to alleviate traffic problems around Monta Vista-Kennedy-Lincoln schools (December 2009).
- **Parliamentarian** **2007-2008**
Managed, oversaw and chaired nominating committee, updated bylaws. Made sure parliamentary procedure was followed at meetings.
- **Volunteer Coordinator** **2010-2013**
Solicited and managed volunteers for summer mailing help, student registration (Running-of-the-Bulls)
- **Other Jobs** **2007-2013**
Career Day, Job Shadow, Bike-Walk to School, Back-to-School Night, Hospitality, Senior Scholarship committees

14. **High School/College Writing Tutor**

2006-2012

- Trained De Anza Volunteer tutor, private tutor for struggling Foothill & De Anza Students, helped Monta Vista High students write college admission essays and De Anza transfer students too.

15. **Cupertino Educational Endowment Foundation (CEEF)**

2002-2010

- **CEEF Gala Co-Chair 2010:**Co-chaired Fundraiser event held at Fairmont Hotel, San Jose.
- **CEEF Gala Committee 2002-2010:** Helped in various capacities for the Gala committee – decorations, entertainment, publicity of event, School baskets Chair, Silent Auction committee.

16. **Sixth District PTA (Santa Clara County) (CAPTA 6)**

2003-2009

- Executive VP 2009 (stepped down mid-year due to cutting back for health of child)
- VP Organizational Services 2007-2009

- Reflections Competition Chair 2003- 2007

17. Lawson Middle School (LMS)

2005-2009

- Lawson PTA Parliamentarian 2005-2007
- Lawson PTA Secretary 2007-2009
- Music Program “Head Chaperone” to Disneyland for 3 years (2007, 2008, 2009)

18. Measure G FUHSD Parcel Tax

November 2009

- Co-signee, November 2009
- Volunteer, precinct walker, calling voters

19. Measure B FUHSD School Bond

June 2008

- Liaison for Monta Vista high School
- Precinct walker, voter calling

20. Measure B CUSD Mail-In Parcel Tax

May 2009

- Precinct walking, phone calls

21. School Site Council

2004-2006

- Garden Gate Elementary: President 2005-2006
- Council Member: 2004 – 2005

22. Garden Gate Elementary

1999-2007

- Spectra Art 1999-2007 (Taught art for grades K-6 for 8 years), revamped and enhanced entire Spectra art program, lead trainer for volunteers
- PTA President 2004-2006
- PTA Secretary 2002-2004
- Reflections Competition Chair 2000-2004
- Classroom Mum (multiple years), chaperone, classroom volunteer 1999-2006
- International Day (India Committee Chair – coordinated 60 volunteers; Overall chair: coordinated 120 volunteers), Career Day committee, Hospitality chair, Staff Appreciation chair, Walkaround committee, Socials committee,

Awards

- Golden Oak PTA Service Award CFSCPTA 2013
- Golden Oak PTA Service Award Monta Vista PTSA 2013
- Honorary Service Award, Monta Vista High 2011
- Golden Oak PTA Service Award, Lawson Middle School 2009
- Honorary Service Award Cupertino-Fremont Council 2008
- Continuing Service Award Lawson Middle School 2008
- Golden Oak PTA Service Award Garden Gate Elementary 2006
- Honorary Service Award, Garden Elementary School 2003

EDUCATION

High School & College Degree(s):

- Bachelor of Arts, Osmania University, India, 1987
- Timpany School, Visakhapatnam, India (ISC 12), 1984
- St. Mary's School, Pune, India (ICSE 10), 1982

Specialized Training:

- Trained in Writing Tutor Training at De Anza College, 2006
- Inside-Outside/Jenson & Nicholson Advanced Diploma in Interior Design, 1989
- Berger Paints Diploma in Interior Design, 1988



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

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

CITY POSITION ON PENDING LEGISLATION AB 276 FIREARMS: STORAGE AND AB 1255 SURPLUS PUBLIC LAND: DATABASE

RECOMMENDATION(S)

1. Receive legislative correspondence in support of AB 276 (Friedman) Firearms: storage;
2. Consider supporting AB 1255 (Rivas) Surplus public land: database; and
3. Direct staff to submit letters in support of AB 1255 to the appropriate representatives.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Supporting Our Youth
Seniors
and Entire Community
Preserving and Cultivating Public Trust
Advancing Regional Initiatives

2019 Strategic Priorities

Regional Initiatives
Housing

REPORT NARRATIVE:

Per Resolution No. 6851 (Attachment No. 1), the City Council recognizes occasional situations arise where communication indicating support or opposition on pending State legislation is timely and may occur prior to the next scheduled City Council meeting. Under these circumstances, the Mayor or City Manager is delegated the authority to prepare, execute and transmit written or verbal communications indicating a City's position on pending legislation as long as the following criteria are met: a) the League of California Cities has requested the City to comment or take a position, b) the timing to express a position occurs prior to the next scheduled Council meeting, and c) the pending State legislation clearly supports or clearly hinders the implementation or fulfillment of an adopted City Council Priority, Goal, or Strategy. When this occurs, a written report to the City Council for comment and acceptance is required at the next possible meeting.

On March 6, 2019, the Giffords Law Center called attention to AB 276 Firearms: storage (Attachment No. 2), requesting the City's support by March 7, 2019. As currently drafted, AB 276 includes language that would not preempt local safe firearms storage regulations. The City of Morgan Hill has already adopted safe storage requirements that

are stronger than those provided in AB 276 and while the City supports the statewide requirements, the City does not want its local ordinance weakened.

In order to express the City's position in a timely manner, the Mayor, City Manager, and City Attorney provided direction to write and send a letter of support on Thursday, March 7, 2019 (Attachment No. 3).

Additionally, the City of Morgan Hill received a request from Assembly Member Robert Rivas' office to support AB 1255 (Attachment No. 4) which would aid in identifying viable sites for housing which could have potential for local leaders and developers to build more affordable housing to address the current housing shortage in California. AB 1255 creates a public, searchable online inventory of locally-owned public parcels that qualify as infill or high density and that are unused and in excess of local agencies' foreseeable needs. The ability to identify all housing resources available would be helpful to meet regional housing needs and affordability goals.

For these reasons, staff recommends the City Council adopts a position of support on AB 1255 and authorize a letter (Attachment No. 5) to be sent on behalf of the City to Assembly Member Rivas and members of our state delegation.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the letter that the City sent regarding AB 276 Firearms: storage and Council's consideration of supporting AB 1255 Surplus public land: database.

ALTERNATIVE ACTIONS:

1. Council could rescind position taken on AB 276.
2. Council could choose not to support AB 1255.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On March 7, 2018, the City Council adopted a resolution condemning recent mass shootings and advocating for local, state, and federal measures to reduce gun violence.

On March 19, 2018, the City Council directed the City Attorney to draft ordinances requiring gun owners to report the loss or theft of a firearm; requiring the safe storage of firearms; prohibiting the possession of large capacity magazines; and requiring a local permit to conduct retail firearm and/or ammunition sales.

On May 16, 2018, the City Attorney provided an update to Council on the proposed ordinances. At that meeting, Staff was directed to conduct further outreach to the community, including a meeting with an ad hoc committee of the Council.

On October 24, 2018 the City Attorney introduced an ordinance requiring safe storage of firearms, reporting theft or loss of firearms, and prohibiting possession of large capacity magazines.

On November 28, 2018 the City Council adopted Ordinance No. 2289 amending the existing "Weapons" ordinance as introduced on October 24, 2018.

FISCAL AND RESOURCE IMPACT:

No fiscal impact at this time. Tracking legislation is an activity included in the annual workplan of the City Manager's Office.

CEQA (California Environmental Quality Act):

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

LINKS/ATTACHMENTS:

1. Resolution 6851
2. AB 276 Firearms Storage Bill Text
3. AB 276 Firearms storage Letter of Support
4. AB 1255 Bill Text
5. AB1255 Surplus public land database.Letter of Support

RESOLUTION NO. 6851

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AUTHORIZING THE MAYOR OR CITY MANAGER TO PREPARE, EXECUTE AND TRANSMIT COMMUNICATIONS INDICATING A POSITION ON PROPOSED STATE LEGISLATION ON CERTAIN MATTERS THAT MAY HAVE IMPACTS UPON THE CITY IN CERTAIN CIRCUMSTANCES AND DIRECTING A REPORT BACK TO CITY COUNCIL ON ANY SUCH COMMUNICATIONS TRANSMITTED

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to indicate City's position on proposed legislation of the State of California and is sometimes requested to so indicate City's position on such legislation for the benefit of the City; and

WHEREAS, the reasons supporting the adoption of this Resolution are set forth in detail in that certain City Council Staff Report entitled "City Position on Pending State Legislation" submitted for City Council consideration at its meeting of April 16, 2014, 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 consideration by City Council of the adoption of this Resolution has been duly noticed pursuant to applicable laws and has been placed upon the City Council Meeting Agenda on the date set forth in the Staff Report, or to such date that the City Council may have continued or deferred consideration of this Resolution, and on such date the City Council conducted a duly noticed public meeting at which meeting the City Council provided members of the public an opportunity to comment and be heard and considered any and all testimony and other evidence provided in connection with the adoption of this Resolution; and

WHEREAS, the activities allowed under this Resolution do not constitute a project under the provisions of California Environmental Quality Act of 1970; and

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

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

Section 1. Recitals. The City Council does hereby find, determine and resolve that all of the foregoing recitals are true and correct.

Section 2. Approval and Authorization. The City Council prefers, whenever possible, that determinations on whether to take a position on pending State legislation be brought before

the City Council as a whole for consideration and action. However, the City Council recognizes that occasional, limited situations arise where communications indicating support or opposition on pending State legislation that could be important to City are requested from cities within timeframes that have deadlines occurring prior to the next scheduled meeting of the City Council as a whole at which the City Council could consider and determine City's position on such pending legislation. For these reasons, the City Council does further resolve, order and/or direct as follows:

- a. That the Mayor and/or the City Manager is delegated authority to and is authorized to prepare, execute and transmit written or verbal communications indicating a City position on proposed pending State legislation that may have impacts upon City when all of the following criteria are met:
 - i. The League of California Cities, or a successor or similar organization, has requested City comment or position on a piece of pending State legislation or the City has otherwise become aware of such pending State legislation; and
 - ii. A public hearing and an opportunity for City to comment or take a position upon such pending State legislation is occurring in a timeframe and with a deadline to comment or express a position that occurs prior to the next scheduled meeting of the City Council at which the City Council could consider and determine City's comment or position on such pending State legislation; and
 - iii. The pending State legislation clearly supports or clearly hinders the implementation or fulfillment of an adopted City Council Priority, Goal or Strategy in a substantial manner such that it is in the best interests of City to indicate its comment or position on such pending State legislation.
- b. That the Mayor and/or City Manager is hereby directed to provide a written report to the City Council for the Council's comment and acceptance at the City Council's next possible meeting whenever the Mayor or City Manager prepares, executes and transmits a communication indicating a comment or position on pending State legislation pursuant to the authority delegated under this Resolution, which report shall include a copy of such pending State legislation and the comment or position transmitted.

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 16th day of April, 2014 by the following vote:

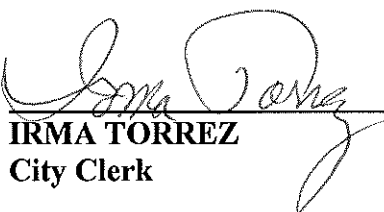
AYES: **COUNCIL MEMBERS:** Rich Constantine, Marilyn Librers, Gordon Siebert, Steve Tate

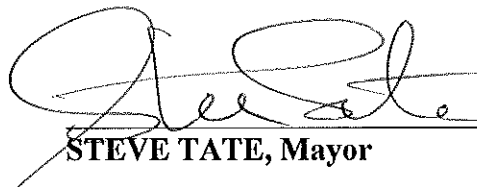
NOES: **COUNCIL MEMBERS:** None

ABSTAIN: **COUNCIL MEMBERS:** None

ABSENT: **COUNCIL MEMBERS:** Larry Carr

ATTEST:


 IRMA TORREZ
 City Clerk


 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. 6851, adopted by the City Council at the meeting held on April 16, 2014.

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

DATE: 4/21/2014


 Irma Torrez, CITY CLERK

AMENDED IN ASSEMBLY FEBRUARY 21, 2019

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

ASSEMBLY BILL

No. 276

**Introduced by Assembly Member Friedman
(Principal coauthor: Assembly Member Gabriel)**

January 28, 2019

An act to amend Sections 16520, 16860, 17060, and 29805 of, and to add Section 25145 to, the Penal Code, relating to firearms.

LEGISLATIVE COUNSEL’S DIGEST

AB 276, as amended, Friedman. Firearms: storage.

Existing law generally regulates the possession of firearms, including storage requirements to prevent children from gaining access to firearms.

This bill would require a person who is 18 years of age or older and who is the owner, lessee, renter, or other legal occupant of a residence, while that person is outside that residence, as defined, to ensure that any firearm that person owns or controls is securely stored against theft or unauthorized access. The bill would define a firearm as being securely stored if it is secured with an operable device that is listed on the Department of Justice’s roster of approved firearm safety devices, as specified. The bill would exempt a person from this section if the firearm is loaned under specified conditions, and would exempt an unloaded antique firearm from these provisions. The bill would additionally prohibit a person convicted under these provisions, or under other specified provisions regulating the storage of firearms, from subsequently owning, purchasing, receiving, or having in their possession or control, any ~~firearm~~ *firearm within 10 years of the conviction. By expanding the scope of a crime, this bill would create a state-mandated local program.*

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 16520 of the Penal Code is amended to
2 read:
3 16520. (a) As used in this part, “firearm” means a device,
4 designed to be used as a weapon, from which is expelled through
5 a barrel, a projectile by the force of an explosion or other form of
6 combustion.
7 (b) As used in the following provisions, “firearm” includes the
8 frame or receiver of the weapon:
9 (1) Section 16550.
10 (2) Section 16730.
11 (3) Section 16960.
12 (4) Section 16990.
13 (5) Section 17070.
14 (6) Section 17310.
15 (7) Sections 26500 to 26588, inclusive.
16 (8) Sections 26600 to 27140, inclusive.
17 (9) Sections 27400 to 28000, inclusive.
18 (10) Section 28100.
19 (11) Sections 28400 to 28415, inclusive.
20 (12) Sections 29010 to 29150, inclusive.
21 (13) Section 29180.
22 (14) Sections 29610 to 29750, inclusive.
23 (15) Sections 29800 to 29905, inclusive.
24 (16) Sections 30150 to 30165, inclusive.
25 (17) Section 31615.
26 (18) Sections 31705 to 31830, inclusive.
27 (19) Sections 34355 to 34370, inclusive.
28 (20) Sections 8100, 8101, and 8103 of the Welfare and
29 Institutions Code.

(c) As used in the following provisions, “firearm” also includes a rocket, rocket propelled projectile launcher, or similar device containing an explosive or incendiary material, whether or not the device is designed for emergency or distress signaling purposes:

- (1) Section 16750.
- (2) Subdivision (b) of Section 16840.
- (3) Section 25400.
- (4) Sections 25850 to 26025, inclusive.
- (5) Subdivisions (a), (b), and (c) of Section 26030.

(d) As used in the following provisions, “firearm” does not include an unloaded antique firearm:

- (1) Subdivisions (a) and (c) of Section 16730.
- (2) Section 16550.
- (3) Section 16960.
- (4) Section 17310.
- (5) Section 25135.
- (6) Section 25145.
- (7) Chapter 6 (commencing with Section 26350) of Division 5 of Title 4.
- (8) Chapter 7 (commencing with Section 26400) of Division 5 of Title 4.
- (9) Sections 26500 to 26588, inclusive.
- (10) Sections 26700 to 26915, inclusive.
- (11) Section 27510.
- (12) Section 27530.
- (13) Section 27540.
- (14) Section 27545.
- (15) Sections 27555 to 27585, inclusive.
- (16) Sections 29010 to 29150, inclusive.
- (17) Section 29180.

(e) As used in Sections 34005 and 34010, “firearm” does not include a destructive device.

(f) As used in Sections 17280 and 24680, “firearm” has the same meaning as in Section 922 of Title 18 of the United States Code.

(g) As used in Sections 29010 to 29150, inclusive, “firearm” includes the unfinished frame or receiver of a weapon that can be readily converted to the functional condition of a finished frame or receiver.

1 SEC. 2. Section 16860 of the Penal Code is amended to read:
2 16860. As used in Sections 16850, 25105, 25145, and 25205,
3 “locking device” means a device that is designed to prevent a
4 firearm from functioning and, when applied to the firearm, renders
5 the firearm inoperable.

6 SEC. 3. Section 17060 of the Penal Code is amended to read:
7 17060. As used in Section 25135 and 25145, “residence” means
8 any structure intended or used for human habitation, including,
9 but not limited to, houses, condominiums, rooms, motels, hotels,
10 time-shares, and recreational or other vehicles where human
11 habitation occurs.

12 SEC. 4. Section 25145 is added to the Penal Code, to read:

13 25145. (a) A person who is 18 years of age or older and who
14 is the owner, lessee, renter, or other legal occupant of a residence,
15 shall ensure that any firearm that person owns or controls is
16 securely stored against theft or unauthorized access, in accordance
17 with subdivision (b), at any time the person is outside that
18 residence.

19 (b) For the purposes of this section, a firearm is securely stored
20 if it is secured with an operable device that is listed on the
21 Department of Justice’s roster of approved firearm safety devices
22 and that is identified as appropriate for that firearm by reference
23 to either the manufacturer and model of the firearm, or to the
24 physical characteristics of the firearm that matches those listed on
25 the roster for use with the device. A firearm is not securely stored
26 if the firearm safety device is not locked or is in a condition that
27 would render it unable to prevent unauthorized access to the
28 firearm.

29 (c) This section does not apply when the person identified in
30 subdivision (a) lawfully and temporarily loans the firearm under
31 all of the following conditions:

32 (1) To another individual who is 18 years of age or older and
33 not prohibited by state or federal law from possessing or receiving
34 that firearm.

35 (2) The individual remains in the residence for the duration of
36 the loan, or, if the individual to whom the loan is made does not
37 remain in the residence during the duration of the loan, the
38 individual shall ensure the firearm is securely stored in accordance
39 with this section.

40 (d) A violation of this section is punishable as a misdemeanor.

1 (e) A person shall not be subject to prosecution under this
2 section for failure to securely store a firearm if that person reported
3 the theft or loss of that firearm to the local law enforcement agency
4 in the jurisdiction in which the theft or loss occurred within 24
5 hours of the time that person knew or reasonably should have
6 known that the firearm had been stolen or lost.

7 (f) This section does not preclude or preempt a local ordinance
8 that imposes additional penalties or requirements in regard to the
9 safe storage of firearms.

10 SEC. 5. Section 29805 of the Penal Code is amended to read:

11 29805. (a) Except as provided in Section 29855, subdivision
12 (a) of Section 29800, or subdivision (b), any person who has been
13 convicted of, or has an outstanding warrant for, a misdemeanor
14 violation of Section 71, 76, 136.1, 136.5, or 140, subdivision (d)
15 of Section 148, subdivision (f) of Section 148.5, Section 171b,
16 paragraph (1) of subdivision (a) of Section 171c, Section 171d,
17 186.28, 240, 241, 242, 243, 243.4, 244.5, 245, 245.5, 246.3, 247,
18 273.5, 273.6, 417, 417.6, 422, 422.6, 626.9, 646.9, 830.95, 17500,
19 17510, 25300, 25800, 30315, or 32625, subdivision (b) or (d) of
20 Section 26100, or Section 27510, or Section 8100, 8101, or 8103
21 of the Welfare and Institutions Code, any firearm-related offense
22 pursuant to Sections 871.5 and 1001.5 of the Welfare and
23 Institutions Code, Section 490.2 if the property taken was a firearm,
24 or of the conduct punished in subdivision (c) of Section 27590,
25 and who, within 10 years of the conviction, or if the individual has
26 an outstanding warrant, owns, purchases, receives, or has in
27 possession or under custody or control, any firearm is guilty of a
28 public offense, punishable by imprisonment in a county jail not
29 exceeding one year or in the state prison, by a fine not exceeding
30 one thousand dollars (\$1,000), or by both that imprisonment and
31 fine.

32 (b) Any person who is convicted, on or after January 1, 2019,
33 of a misdemeanor violation of Section 273.5, and who subsequently
34 owns, purchases, receives, or has in possession or under custody
35 or control, any firearm is guilty of a public offense, punishable by
36 imprisonment in a county jail not exceeding one year or in the
37 state prison, by a fine not exceeding one thousand dollars (\$1,000),
38 or by both that imprisonment and fine.

39 (c) Any person who is convicted, on or after January 1, 2020,
40 of a misdemeanor violation of Section 25100, 25135, or 25145

1 and ~~who~~ *who*, within 10 years of the conviction, subsequently
2 owns, purchases, receives, or has in possession or under custody
3 or control, any firearm is guilty of a public offense, punishable by
4 imprisonment in a county jail not exceeding one year or in the
5 state prison, by a fine not exceeding one thousand dollars (\$1,000),
6 or by both that imprisonment and fine.

7 (d) The court, on forms prescribed by the Department of Justice,
8 shall notify the department of persons subject to this section.
9 However, the prohibition in this section may be reduced,
10 eliminated, or conditioned as provided in Section 29855 or 29860.

11 SEC. 6. No reimbursement is required by this act pursuant to
12 Section 6 of Article XIII B of the California Constitution because
13 the only costs that may be incurred by a local agency or school
14 district will be incurred because this act creates a new crime or
15 infraction, eliminates a crime or infraction, or changes the penalty
16 for a crime or infraction, within the meaning of Section 17556 of
17 the Government Code, or changes the definition of a crime within
18 the meaning of Section 6 of Article XIII B of the California
19 Constitution.

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March 7, 2019

Assembly Member Reginald Byron Jones-Sawyer Sr.
Assembly Committee on Public Safety, Chair
1020 N Street (LOB), Room 111
Sacramento, CA 95814

RE: AB 276 Firearms: storage – Letter of Support

Dear Chairperson Byron Jones-Sawyer,

The City of Morgan Hill supports the firearms storage requirements in AB 276 as written. Requiring the safe storage of firearms not only will help prevent firearms accidents but will also reduce the risk of suicide by firearm. We support efforts to strengthen firearms storage requirements statewide.

As currently drafted, AB 276 would not preempt local safe storage regulations. It is important that this provision remain in the legislation. Many jurisdictions, including the City of Morgan Hill have already adopted safe storage requirements that are stronger than those provided in AB 276. These requirements are particularly important in Morgan Hill, which has a high rate of youth suicide. Strong firearms storage requirements are an important part of our efforts to reduce suicide among teens and young adults. While we support the proposed statewide requirements, we do not want to see storage requirements in Morgan Hill weakened.

Sincerely,

Rich Constantine
Mayor

Cc: Morgan Hill City Council Members

Attachment: AB 276 Firearms storage Letter of Support (2241 : City Position on Pending Legislation AB 276 and AB 1255)

ASSEMBLY BILL**No. 1255****Introduced by Assembly Member Robert Rivas**

February 21, 2019

An act to amend Section 65583 of, and to add Section 11011.9 to, the Government Code, relating to housing.

LEGISLATIVE COUNSEL'S DIGEST

AB 1255, as introduced, Robert Rivas. Surplus public land: database.

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires the housing element to contain an inventory of land suitable for residential development, as defined, and requires that inventory to be used to identify sites that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need for all income levels.

This bill would also require the housing element to contain an inventory of land owned by the city or county that is in excess of its foreseeable needs. The bill would require the city or county identify those sites that qualify as infill or high density, as defined. The bill would require each city and county to report those sites identified under these provisions to the Department of General Services by December 31 of each year.

This bill would require the Department of General Services to create a database of the information submitted under these provisions and make the database available and searchable through its internet website.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. The Legislature finds and declares all of the
2 following:

3 (a) California is experiencing an acute affordable housing crisis
4 that stifles economic growth, contributes to the homelessness
5 epidemic, consumes an ever-growing share of the paychecks of
6 working families, and holds millions of households back from
7 realizing the California dream.

8 (b) Nearly 50 percent of California's households cannot afford
9 the cost of housing in their local market.

10 (c) For decades, California has failed to build enough homes
11 for its growing population at all income levels, ranking 49th in the
12 country in housing production per capita in 2016.

13 (d) Restrictive zoning and land use policies at the local level
14 are a major cause of the shortfall between California's housing
15 needs and the available supply of housing.

16 (e) When communities do not build their fair share of housing,
17 the surrounding region must absorb new residents who, as a
18 consequence of a lack of access to affordable housing, suffer from
19 higher rents and longer commutes.

20 (f) The high cost of land also significantly limits the
21 development of affordable housing in areas with the greatest
22 demand for new housing.

23 (g) State agencies own thousands of parcels of land throughout
24 the state, some of which exceed those agencies' foreseeable needs.

25 (h) Governor Gavin Newsom issued Executive Order N-06-19
26 on January 15, 2019, to, among other things, require the
27 Department of General Services to create a digitized inventory of
28 all state-owned parcels that are in excess of state agencies'
29 foreseeable needs by conducting a comprehensive survey of all
30 state-owned land to be completed no later than April 30, 2019.

1 (i) Local agencies also own thousands of parcels of land
2 throughout the state, some of which exceed those agencies'
3 foreseeable needs.

4 SEC. 2. Section 11011.9 is added to the Government Code, to
5 read:

6 11011.9. The Department of General Services shall create a
7 database of the information submitted pursuant to paragraph (10)
8 of subdivision (a) of Section 65583. The department shall make
9 this database available and searchable by the public through its
10 internet website, which shall separately identify infill and
11 high-density sites.

12 SEC. 3. Section 65583 of the Government Code is amended
13 to read:

14 65583. The housing element shall consist of an identification
15 and analysis of existing and projected housing needs and a
16 statement of goals, policies, quantified objectives, financial
17 resources, and scheduled programs for the preservation,
18 improvement, and development of housing. The housing element
19 shall identify adequate sites for housing, including rental housing,
20 factory-built housing, mobilehomes, and emergency shelters, and
21 shall make adequate provision for the existing and projected needs
22 of all economic segments of the community. The element shall
23 contain all of the following:

24 (a) An assessment of housing needs and an inventory of
25 resources and constraints relevant to the meeting of these needs.
26 The assessment and inventory shall include all of the following:

27 (1) An analysis of population and employment trends and
28 documentation of projections and a quantification of the locality's
29 existing and projected housing needs for all income levels,
30 including extremely low income households, as defined in
31 subdivision (b) of Section 50105 and Section 50106 of the Health
32 and Safety Code. These existing and projected needs shall include
33 the locality's share of the regional housing need in accordance
34 with Section 65584. Local agencies shall calculate the subset of
35 very low income households allotted under Section 65584 that
36 qualify as extremely low income households. The local agency
37 may either use available census data to calculate the percentage
38 of very low income households that qualify as extremely low
39 income households or presume that 50 percent of the very low
40 income households qualify as extremely low income households.

1 The number of extremely low income households and very low
2 income households shall equal the jurisdiction's allocation of very
3 low income households pursuant to Section 65584.

4 (2) An analysis and documentation of household characteristics,
5 including level of payment compared to ability to pay, housing
6 characteristics, including overcrowding, and housing stock
7 condition.

8 (3) An inventory of land suitable and available for residential
9 development, including vacant sites and sites having realistic and
10 demonstrated potential for redevelopment during the planning
11 period to meet the locality's housing need for a designated income
12 level, and an analysis of the relationship of zoning and public
13 facilities and services to these sites.

14 (4) (A) The identification of a zone or zones where emergency
15 shelters are allowed as a permitted use without a conditional use
16 or other discretionary permit. The identified zone or zones shall
17 include sufficient capacity to accommodate the need for emergency
18 shelter identified in paragraph (7), except that each local
19 government shall identify a zone or zones that can accommodate
20 at least one year-round emergency shelter. If the local government
21 cannot identify a zone or zones with sufficient capacity, the local
22 government shall include a program to amend its zoning ordinance
23 to meet the requirements of this paragraph within one year of the
24 adoption of the housing element. The local government may
25 identify additional zones where emergency shelters are permitted
26 with a conditional use permit. The local government shall also
27 demonstrate that existing or proposed permit processing,
28 development, and management standards are objective and
29 encourage and facilitate the development of, or conversion to,
30 emergency shelters. Emergency shelters may only be subject to
31 those development and management standards that apply to
32 residential or commercial development within the same zone except
33 that a local government may apply written, objective standards
34 that include all of the following:

35 (i) The maximum number of beds or persons permitted to be
36 served nightly by the facility.

37 (ii) Off-street parking based upon demonstrated need, provided
38 that the standards do not require more parking for emergency
39 shelters than for other residential or commercial uses within the
40 same zone.

1 (iii) The size and location of exterior and interior onsite waiting
2 and client intake areas.

3 (iv) The provision of onsite management.

4 (v) The proximity to other emergency shelters, provided that
5 emergency shelters are not required to be more than 300 feet apart.

6 (vi) The length of stay.

7 (vii) Lighting.

8 (viii) Security during hours that the emergency shelter is in
9 operation.

10 (B) The permit processing, development, and management
11 standards applied under this paragraph shall not be deemed to be
12 discretionary acts within the meaning of the California
13 Environmental Quality Act (Division 13 (commencing with Section
14 21000) of the Public Resources Code).

15 (C) A local government that can demonstrate to the satisfaction
16 of the department the existence of one or more emergency shelters
17 either within its jurisdiction or pursuant to a multijurisdictional
18 agreement that can accommodate that jurisdiction's need for
19 emergency shelter identified in paragraph (7) may comply with
20 the zoning requirements of subparagraph (A) by identifying a zone
21 or zones where new emergency shelters are allowed with a
22 conditional use permit.

23 (D) A local government with an existing ordinance or ordinances
24 that comply with this paragraph shall not be required to take
25 additional action to identify zones for emergency shelters. The
26 housing element must only describe how existing ordinances,
27 policies, and standards are consistent with the requirements of this
28 paragraph.

29 (5) An analysis of potential and actual governmental constraints
30 upon the maintenance, improvement, or development of housing
31 for all income levels, including the types of housing identified in
32 paragraph (1) of subdivision (c), and for persons with disabilities
33 as identified in the analysis pursuant to paragraph (7), including
34 land use controls, building codes and their enforcement, site
35 improvements, fees and other exactions required of developers,
36 local processing and permit procedures, and any locally adopted
37 ordinances that directly impact the cost and supply of residential
38 development. The analysis shall also demonstrate local efforts to
39 remove governmental constraints that hinder the locality from
40 meeting its share of the regional housing need in accordance with

1 Section 65584 and from meeting the need for housing for persons
2 with disabilities, supportive housing, transitional housing, and
3 emergency shelters identified pursuant to paragraph (7).

4 (6) An analysis of potential and actual nongovernmental
5 constraints upon the maintenance, improvement, or development
6 of housing for all income levels, including the availability of
7 financing, the price of land, the cost of construction, the requests
8 to develop housing at densities below those anticipated in the
9 analysis required by subdivision (c) of Section 65583.2, and the
10 length of time between receiving approval for a housing
11 development and submittal of an application for building permits
12 for that housing development that hinder the construction of a
13 locality's share of the regional housing need in accordance with
14 Section 65584. The analysis shall also demonstrate local efforts
15 to remove nongovernmental constraints that create a gap between
16 the locality's planning for the development of housing for all
17 income levels and the construction of that housing.

18 (7) An analysis of any special housing needs, such as those of
19 the elderly; persons with disabilities, including a developmental
20 disability, as defined in Section 4512 of the Welfare and
21 Institutions Code; large families; farmworkers; families with female
22 heads of households; and families and persons in need of
23 emergency shelter. The need for emergency shelter shall be
24 assessed based on annual and seasonal need. The need for
25 emergency shelter may be reduced by the number of supportive
26 housing units that are identified in an adopted 10-year plan to end
27 chronic homelessness and that are either vacant or for which
28 funding has been identified to allow construction during the
29 planning period. An analysis of special housing needs by a city or
30 county may include an analysis of the need for frequent user
31 coordinated care housing services.

32 (8) An analysis of opportunities for energy conservation with
33 respect to residential development. Cities and counties are
34 encouraged to include weatherization and energy efficiency
35 improvements as part of publicly subsidized housing rehabilitation
36 projects. This may include energy efficiency measures that
37 encompass the building envelope, its heating and cooling systems,
38 and its electrical system.

39 (9) An analysis of existing assisted housing developments that
40 are eligible to change from low-income housing uses during the

1 next 10 years due to termination of subsidy contracts, mortgage
2 prepayment, or expiration of restrictions on use. “Assisted housing
3 developments,” for the purpose of this section, shall mean
4 multifamily rental housing that receives governmental assistance
5 under federal programs listed in subdivision (a) of Section
6 65863.10, state and local multifamily revenue bond programs,
7 local redevelopment programs, the federal Community
8 Development Block Grant Program, or local in-lieu fees. “Assisted
9 housing developments” shall also include multifamily rental units
10 that were developed pursuant to a local inclusionary housing
11 program or used to qualify for a density bonus pursuant to Section
12 65916.

13 (A) The analysis shall include a listing of each development by
14 project name and address, the type of governmental assistance
15 received, the earliest possible date of change from low-income
16 use, and the total number of elderly and nonelderly units that could
17 be lost from the locality’s low-income housing stock in each year
18 during the 10-year period. For purposes of state and federally
19 funded projects, the analysis required by this subparagraph need
20 only contain information available on a statewide basis.

21 (B) The analysis shall estimate the total cost of producing new
22 rental housing that is comparable in size and rent levels, to replace
23 the units that could change from low-income use, and an estimated
24 cost of preserving the assisted housing developments. This cost
25 analysis for replacement housing may be done aggregately for
26 each five-year period and does not have to contain a
27 project-by-project cost estimate.

28 (C) The analysis shall identify public and private nonprofit
29 corporations known to the local government that have legal and
30 managerial capacity to acquire and manage these housing
31 developments.

32 (D) The analysis shall identify and consider the use of all federal,
33 state, and local financing and subsidy programs that can be used
34 to preserve, for lower income households, the assisted housing
35 developments, identified in this paragraph, including, but not
36 limited to, federal Community Development Block Grant Program
37 funds, tax increment funds received by a redevelopment agency
38 of the community, and administrative fees received by a housing
39 authority operating within the community. In considering the use
40 of these financing and subsidy programs, the analysis shall identify

1 the amounts of funds under each available program that have not
2 been legally obligated for other purposes and that could be
3 available for use in preserving assisted housing developments.

4 (10) (A) *An inventory of all land owned by the city or county*
5 *that is in excess of its foreseeable needs. The inventory shall*
6 *identify infill sites as defined in Section 21061.3 of the Public*
7 *Resources Code and high-density sites when creating the inventory.*

8 (B) *By December 31 of each year, each city and county shall*
9 *furnish to the Department of General Services a list of the sites*
10 *identified under subparagraph (A).*

11 (C) *For purposes of this paragraph, a “high-density site” is a*
12 *site zoned for residential development that permits at least 24*
13 *dwelling units per acre.*

14 (b) (1) A statement of the community’s goals, quantified
15 objectives, and policies relative to the maintenance, preservation,
16 improvement, and development of housing.

17 (2) It is recognized that the total housing needs identified
18 pursuant to subdivision (a) may exceed available resources and
19 the community’s ability to satisfy this need within the content of
20 the general plan requirements outlined in Article 5 (commencing
21 with Section 65300). Under these circumstances, the quantified
22 objectives need not be identical to the total housing needs. The
23 quantified objectives shall establish the maximum number of
24 housing units by income category, including extremely low income,
25 that can be constructed, rehabilitated, and conserved over a
26 five-year time period.

27 (c) A program that sets forth a schedule of actions during the
28 planning period, each with a timeline for implementation, that may
29 recognize that certain programs are ongoing, such that there will
30 be beneficial impacts of the programs within the planning period,
31 that the local government is undertaking or intends to undertake
32 to implement the policies and achieve the goals and objectives of
33 the housing element through the administration of land use and
34 development controls, the provision of regulatory concessions and
35 incentives, the utilization of appropriate federal and state financing
36 and subsidy programs when available, and the utilization of moneys
37 in a low- and moderate-income housing fund of an agency if the
38 locality has established a redevelopment project area pursuant to
39 the Community Redevelopment Law (Division 24 (commencing
40 with Section 33000) of the Health and Safety Code). In order to

1 make adequate provision for the housing needs of all economic
2 segments of the community, the program shall do all of the
3 following:

4 (1) Identify actions that will be taken to make sites available
5 during the planning period with appropriate zoning and
6 development standards and with services and facilities to
7 accommodate that portion of the city's or county's share of the
8 regional housing need for each income level that could not be
9 accommodated on sites identified in the inventory completed
10 pursuant to paragraph (3) of subdivision (a) without rezoning, and
11 to comply with the requirements of Section 65584.09. Sites shall
12 be identified as needed to facilitate and encourage the development
13 of a variety of types of housing for all income levels, including
14 multifamily rental housing, factory-built housing, mobilehomes,
15 housing for agricultural employees, supportive housing,
16 single-room occupancy units, emergency shelters, and transitional
17 housing.

18 (A) Where the inventory of sites, pursuant to paragraph (3) of
19 subdivision (a), does not identify adequate sites to accommodate
20 the need for groups of all household income levels pursuant to
21 Section 65584, rezoning of those sites, including adoption of
22 minimum density and development standards, for jurisdictions
23 with an eight-year housing element planning period pursuant to
24 Section 65588, shall be completed no later than three years after
25 either the date the housing element is adopted pursuant to
26 subdivision (f) of Section 65585 or the date that is 90 days after
27 receipt of comments from the department pursuant to subdivision
28 (b) of Section 65585, whichever is earlier, unless the deadline is
29 extended pursuant to subdivision (f). Notwithstanding the
30 foregoing, for a local government that fails to adopt a housing
31 element within 120 days of the statutory deadline in Section 65588
32 for adoption of the housing element, rezoning of those sites,
33 including adoption of minimum density and development standards,
34 shall be completed no later than three years and 120 days from the
35 statutory deadline in Section 65588 for adoption of the housing
36 element.

37 (B) Where the inventory of sites, pursuant to paragraph (3) of
38 subdivision (a), does not identify adequate sites to accommodate
39 the need for groups of all household income levels pursuant to
40 Section 65584, the program shall identify sites that can be

1 developed for housing within the planning period pursuant to
2 subdivision (h) of Section 65583.2. The identification of sites shall
3 include all components specified in Section 65583.2.

4 (C) Where the inventory of sites pursuant to paragraph (3) of
5 subdivision (a) does not identify adequate sites to accommodate
6 the need for farmworker housing, the program shall provide for
7 sufficient sites to meet the need with zoning that permits
8 farmworker housing use by right, including density and
9 development standards that could accommodate and facilitate the
10 feasibility of the development of farmworker housing for low- and
11 very low income households.

12 (2) Assist in the development of adequate housing to meet the
13 needs of extremely low, very low, low-, and moderate-income
14 households.

15 (3) Address and, where appropriate and legally possible, remove
16 governmental and nongovernmental constraints to the maintenance,
17 improvement, and development of housing, including housing for
18 all income levels and housing for persons with disabilities. The
19 program shall remove constraints to, and provide reasonable
20 accommodations for housing designed for, intended for occupancy
21 by, or with supportive services for, persons with disabilities.
22 Transitional housing and supportive housing shall be considered
23 a residential use of property and shall be subject only to those
24 restrictions that apply to other residential dwellings of the same
25 type in the same zone. Supportive housing, as defined in Section
26 65650, shall be a use by right in all zones where multifamily and
27 mixed uses are permitted, as provided in Article 11 (commencing
28 with Section 65650).

29 (4) Conserve and improve the condition of the existing
30 affordable housing stock, which may include addressing ways to
31 mitigate the loss of dwelling units demolished by public or private
32 action.

33 (5) Promote and affirmatively further fair housing opportunities
34 and promote housing throughout the community or communities
35 for all persons regardless of race, religion, sex, marital status,
36 ancestry, national origin, color, familial status, or disability, and
37 other characteristics protected by the California Fair Employment
38 and Housing Act (Part 2.8 (commencing with Section 12900) of
39 Division 3 of Title 2), Section 65008, and any other state and
40 federal fair housing and planning law.

1 (6) Preserve for lower income households the assisted housing
2 developments identified pursuant to paragraph (9) of subdivision
3 (a). The program for preservation of the assisted housing
4 developments shall utilize, to the extent necessary, all available
5 federal, state, and local financing and subsidy programs identified
6 in paragraph (9) of subdivision (a), except where a community has
7 other urgent needs for which alternative funding sources are not
8 available. The program may include strategies that involve local
9 regulation and technical assistance.

10 (7) Include an identification of the agencies and officials
11 responsible for the implementation of the various actions and the
12 means by which consistency will be achieved with other general
13 plan elements and community goals.

14 (8) Include a diligent effort by the local government to achieve
15 public participation of all economic segments of the community
16 in the development of the housing element, and the program shall
17 describe this effort.

18 (9) (A) Affirmatively further fair housing in accordance with
19 Chapter 15 (commencing with Section 8899.50) of Division 1 of
20 Title 2. The program shall include an assessment of fair housing
21 in the jurisdiction that shall include all of the following
22 components:

23 (i) A summary of fair housing issues in the jurisdiction and an
24 assessment of the jurisdiction's fair housing enforcement and fair
25 housing outreach capacity.

26 (ii) An analysis of available federal, state, and local data and
27 knowledge to identify integration and segregation patterns and
28 trends, racially or ethnically concentrated areas of poverty,
29 disparities in access to opportunity, and disproportionate housing
30 needs within the jurisdiction, including displacement risk.

31 (iii) An assessment of the contributing factors for the fair
32 housing issues identified under clause (ii).

33 (iv) An identification of the jurisdiction's fair housing priorities
34 and goals, giving highest priority to those factors identified in
35 clause (iii) that limit or deny fair housing choice or access to
36 opportunity, or negatively impact fair housing or civil rights
37 compliance, and identifying the metrics and milestones for
38 determining what fair housing results will be achieved.

39 (v) Strategies and actions to implement those priorities and
40 goals, which may include, but are not limited to, enhancing

1 mobility strategies and encouraging development of new affordable
2 housing in areas of opportunity, as well as place-based strategies
3 to encourage community revitalization, including preservation of
4 existing affordable housing, and protecting existing residents from
5 displacement.

6 (B) A jurisdiction that completes or revises an assessment of
7 fair housing pursuant to Subpart A (commencing with Section
8 5.150) of Part 5 of Subtitle A of Title 24 of the Code of Federal
9 Regulations, as published in Volume 80 of the Federal Register,
10 Number 136, page 42272, dated July 16, 2015, or an analysis of
11 impediments to fair housing choice in accordance with the
12 requirements of Section 91.225 of Title 24 of the Code of Federal
13 Regulations in effect prior to August 17, 2015, may incorporate
14 relevant portions of that assessment or revised assessment of fair
15 housing or analysis or revised analysis of impediments to fair
16 housing into its housing element.

17 (C) The requirements of this paragraph shall apply to housing
18 elements due to be revised pursuant to Section 65588 on or after
19 January 1, 2021.

20 (d) (1) A local government may satisfy all or part of its
21 requirement to identify a zone or zones suitable for the
22 development of emergency shelters pursuant to paragraph (4) of
23 subdivision (a) by adopting and implementing a multijurisdictional
24 agreement, with a maximum of two other adjacent communities,
25 that requires the participating jurisdictions to develop at least one
26 year-round emergency shelter within two years of the beginning
27 of the planning period.

28 (2) The agreement shall allocate a portion of the new shelter
29 capacity to each jurisdiction as credit toward its emergency shelter
30 need, and each jurisdiction shall describe how the capacity was
31 allocated as part of its housing element.

32 (3) Each member jurisdiction of a multijurisdictional agreement
33 shall describe in its housing element all of the following:

34 (A) How the joint facility will meet the jurisdiction's emergency
35 shelter need.

36 (B) The jurisdiction's contribution to the facility for both the
37 development and ongoing operation and management of the
38 facility.

39 (C) The amount and source of the funding that the jurisdiction
40 contributes to the facility.

1 (4) The aggregate capacity claimed by the participating
2 jurisdictions in their housing elements shall not exceed the actual
3 capacity of the shelter.

4 (e) Except as otherwise provided in this article, amendments to
5 this article that alter the required content of a housing element
6 shall apply to both of the following:

7 (1) A housing element or housing element amendment prepared
8 pursuant to subdivision (e) of Section 65588 or Section 65584.02,
9 when a city, county, or city and county submits a draft to the
10 department for review pursuant to Section 65585 more than 90
11 days after the effective date of the amendment to this section.

12 (2) Any housing element or housing element amendment
13 prepared pursuant to subdivision (e) of Section 65588 or Section
14 65584.02, when the city, county, or city and county fails to submit
15 the first draft to the department before the due date specified in
16 Section 65588 or 65584.02.

17 (f) The deadline for completing required rezoning pursuant to
18 subparagraph (A) of paragraph (1) of subdivision (c) shall be
19 extended by one year if the local government has completed the
20 rezoning at densities sufficient to accommodate at least 75 percent
21 of the units for low- and very low income households and if the
22 legislative body at the conclusion of a public hearing determines,
23 based upon substantial evidence, that any of the following
24 circumstances exist:

25 (1) The local government has been unable to complete the
26 rezoning because of the action or inaction beyond the control of
27 the local government of any other state, federal, or local agency.

28 (2) The local government is unable to complete the rezoning
29 because of infrastructure deficiencies due to fiscal or regulatory
30 constraints.

31 (3) The local government must undertake a major revision to
32 its general plan in order to accommodate the housing-related
33 policies of a sustainable communities strategy or an alternative
34 planning strategy adopted pursuant to Section 65080.

35 The resolution and the findings shall be transmitted to the
36 department together with a detailed budget and schedule for
37 preparation and adoption of the required rezonings, including plans
38 for citizen participation and expected interim action. The schedule
39 shall provide for adoption of the required rezoning within one year
40 of the adoption of the resolution.

(g) (1) If a local government fails to complete the rezoning by the deadline provided in subparagraph (A) of paragraph (1) of subdivision (c), as it may be extended pursuant to subdivision (f), except as provided in paragraph (2), a local government may not disapprove a housing development project, nor require a conditional use permit, planned unit development permit, or other locally imposed discretionary permit, or impose a condition that would render the project infeasible, if the housing development project (A) is proposed to be located on a site required to be rezoned pursuant to the program action required by that subparagraph and (B) complies with applicable, objective general plan and zoning standards and criteria, including design review standards, described in the program action required by that subparagraph. Any subdivision of sites shall be subject to the Subdivision Map Act (Division 2 (commencing with Section 66410)). Design review shall not constitute a “project” for purposes of Division 13 (commencing with Section 21000) of the Public Resources Code.

(2) A local government may disapprove a housing development described in paragraph (1) if it makes written findings supported by substantial evidence on the record that both of the following conditions exist:

(A) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(B) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

(3) The applicant or any interested person may bring an action to enforce this subdivision. If a court finds that the local agency disapproved a project or conditioned its approval in violation of this subdivision, the court shall issue an order or judgment compelling compliance within 60 days. The court shall retain

1 jurisdiction to ensure that its order or judgment is carried out. If
2 the court determines that its order or judgment has not been carried
3 out within 60 days, the court may issue further orders to ensure
4 that the purposes and policies of this subdivision are fulfilled. In
5 any such action, the city, county, or city and county shall bear the
6 burden of proof.

7 (4) For purposes of this subdivision, “housing development
8 project” means a project to construct residential units for which
9 the project developer provides sufficient legal commitments to the
10 appropriate local agency to ensure the continued availability and
11 use of at least 49 percent of the housing units for very low, low-,
12 and moderate-income households with an affordable housing cost
13 or affordable rent, as defined in Section 50052.5 or 50053 of the
14 Health and Safety Code, respectively, for the period required by
15 the applicable financing.

16 (h) An action to enforce the program actions of the housing
17 element shall be brought pursuant to Section 1085 of the Code of
18 Civil Procedure.

19 SEC. 4. No reimbursement is required by this act pursuant to
20 Section 6 of Article XIII B of the California Constitution because
21 a local agency or school district has the authority to levy service
22 charges, fees, or assessments sufficient to pay for the program or
23 level of service mandated by this act, within the meaning of Section
24 17556 of the Government Code.

O



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March 15, 2019

Assemblymember Robert Rivas
State Capitol, Room 5158
P.O. Box 942849
Sacramento, CA 94249-0030

RE: AB 1255 (Rivas) Surplus public land: database

Notice of Support

Dear Assembly Member Rivas,

While the state considers policy changes on how best to zone and build new housing, communities can work to stimulate local collaboration, identify housing opportunities, and bridge unexpected partnerships. Assembly Bill (AB) 1255 is proposed legislation that creates a public, searchable online inventory of locally-owned public parcels that qualify as infill or high density and that are unused and in excess of local agencies' foreseeable needs. By identifying these overlooked, underdeveloped areas, there is potential for local leaders and developers to collaborate and build more affordable housing to address the current housing shortage in California. The ability to identify all housing resources available would be helpful to meet regional housing needs and affordability goals.

For these reasons, the City of Morgan Hill **supports** AB 1255.

Sincerely,

Rich Constantine
Mayor

Cc: Senator Bill Monning (fax: 916-651-4917)
Seth Miller, Regional Public Affairs Manager, League of California Cities, smiller@cacities.org
Meg Desmond, League of California Cities, cityletters@cacities.org



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

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

APPROVE GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORT 2018

RECOMMENDATION(S)

Adopt resolution accepting the 2018 General Plan and Housing Element Annual Progress Report (APR) and directing staff to file the report with the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD).

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
Enhancing Diversity and Inclusiveness
Advancing Regional Initiatives

2019 Strategic Priorities

Community Engagement and Messaging
Economic Development
Financial Stewardship
Infrastructure
Telecommunications
Agricultural Preservation
High Speed Rail
Homelessness
Housing
Traffic/Transportation

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

California Government Code Section 65400 mandates that all 58 counties and non-charter cities, including the City of Morgan Hill, submit an annual report on the status of the General Plan and progress made regarding its implementation to the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD) by April 1 of each year.

Annual Progress Reports (APRs) must be presented to the local legislative body for review and acceptance, as a consent or discussion item on a regular agenda.

The APR for 2018 (Attachment No. 2) includes implementation highlights for each of the Morgan Hill 2035 General Plan Elements and lists applications submitted and/or processed in 2018 for General Plan Land Use Map amendments.

The Housing Element implementation portion of the APR is reported on separate forms adopted by HCD (Attachment No. 3). These completed forms are attached to the APR and provide information regarding the City's progress towards meeting its "fair share" of regional housing needs and compliance with State Housing Law.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the progress made on implementation of the Morgan Hill 2035 General Plan.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On March 12, 2019 the Planning Commission accepted the General Plan and Housing Element APR.

FISCAL AND RESOURCE IMPACT:

No fiscal impact related to acceptance of this report.

CEQA (California Environmental Quality Act):

Pursuant to CEQA Guidelines Section 15378(b)(5) the Morgan Hill 2035 Annual Progress Report is not considered a "project" in that it is considered an administrative activity of government that will not result in direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. Draft Resolution
2. 2018 Annual Progress Report (APR)
3. HCD 2018 Annual Progress Report Tables

RESOLUTION NO. 19-0XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ACCEPTING THE 2018 GENERAL PLAN ANNUAL PROGRESS REPORT AND DIRECTING STAFF TO FILE THE REPORT WITH THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH (OPR) AND THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD).

WHEREAS, on July 27, 2016, the City Council adopted the General Plan entitled, "Morgan Hill 2035 General Plan," by Resolution No. 16-128; and

WHEREAS, the Morgan Hill 2035 General Plan incorporates the City's Housing Element, which was adopted by City Council on February 18, 2015 and certified by the State Housing and Community Development Department (HCD) in April 2015; and

WHEREAS, California Government Code Section 65400 mandates that all 58 counties and non-charter cities submit an annual report on the status of the General Plan and progress on its implementation to the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD); and

WHEREAS, the City Council is the decision-making body for review and acceptance of the Annual Progress Report.

NOW, THEREFORE, THE MORGAN HILL CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1. The Morgan Hill 2035 General Plan Annual Progress Report has been reviewed and accepted and staff is hereby directed to submit the report to OPR and HCD by no later than April 1, 2019.

PASSED AND ADOPTED THIS 20th DAY OF MARCH 2019, AT A REGULAR MEETING OF THE CITY COUNCIL BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

RICH CONSTANTINE, Mayor **DATE:** _____

ATTEST:

IRMA TORREZ, City Clerk **DATE:** _____

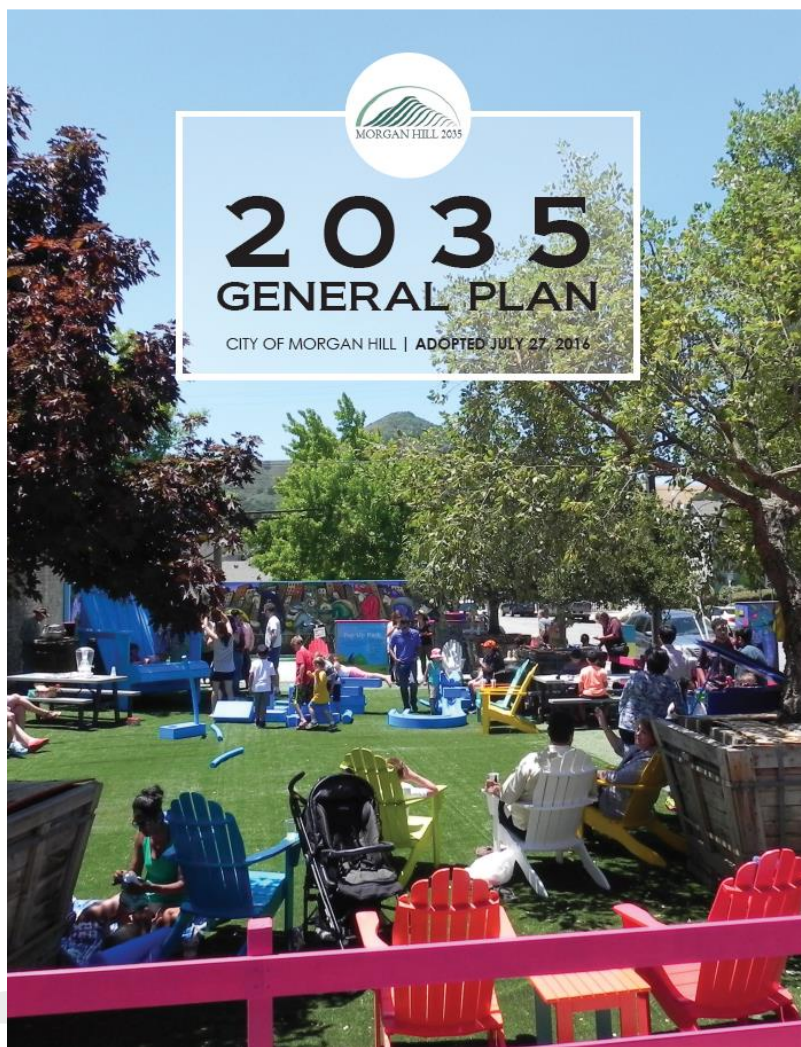
∞ CERTIFICATION ∞

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.19-XXX, adopted by the City Council at the meeting held on March 20, 2019.

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

DATE: _____

IRMA TORREZ, City Clerk



Annual Progress Report

2018

March 20, 2019

City Council Resolution No. 19-0xx

Attachment: 2018 Annual Progress Report (APR) (2235 : GP and HE Annual Progress Report 2018)

1. Introduction

On July 27, 2016 the Morgan Hill 2035 General Plan was adopted by City Council [Resolution No. 16-128](#). The Morgan Hill 2035 General Plan is a comprehensive update of the City's 2001 General Plan.

The General Plan incorporates the City's Housing Element, which was adopted by City Council on February 18, 2015 and certified by the State Housing and Community Development Department (HCD) in April 2015.

With voter approval of Measure S, the City's Residential Development Control System (RDCS) on November 8, 2016, the RDCS Ordinance (Ordinance No. 2229 New Series) became effective. The RDCS Ordinance amended the General Plan text to be consistent with the provisions of Measure S.

On December 6, 2017 the City Council adopted [Resolution No. 17-098](#) approving General Plan Land Use and Text Amendments (File Nos. GPA2017-0001 and GPA2017-0002) to correct miscellaneous Land Use Map, figure, and text errors.

Government Code Section 65400 mandates that certain cities and all 58 counties submit an annual progress report (APR) on the status of the General Plan and progress on its implementation to their legislative bodies, the Governor's Office of Planning and Research (OPR) and the Department of Housing and Community Development (HCD) by April 1 of each year.

APRs must be presented to the local legislative body for its review and acceptance, usually as a consent or discussion item on a regular agenda.

2. Implementation Highlights by General Plan Element

CITY AND NEIGHBORHOOD FORM ELEMENT

Development Services - Planning

- Adopted comprehensive Zoning ([Title 18](#)) Update June 6, 2018.
Goal CNF-1 An improved, effective, efficient, fair, equitable, flexible, and user-friendly planning and decision-making process.
- Initiated preparation of “Annexation EIR” May 2018.
Goal CNF-4 Orderly and limited expansion of City boundaries.
- Completed Monterey Corridor Market Study and Implementation Options April 2018 and near-term Block-Level Master Plan initiated for Mixed-Use Flex designated portions of Corridor August 2018.
Goal CNF-13 Mixed use flex developments that include a variety of uses and forms to foster a dynamic urban environment.

Geographic Information Services

- Completed update of new City [zoning map](#) and updated zoning-related ordinance information.
Goal CNF-1 An improved, effective, efficient, fair, equitable, flexible, and user-friendly planning and decision-making process.

HOUSING ELEMENT

- See Attached Housing Element Annual Progress Report.

Development Services - Housing

- Evaluated the Housing Accountability Act and the relationship to the Residential Development Control System (RDCS) and placed an increased priority on the production of affordable housing units at assigned income levels by increasing affordability goals within the existing RDCS process.
- Evaluated Regional Housing Needs Allocation (RHNA) goals and RDCS projects in pipeline and determined the remaining housing goal for the current Housing Element Cycle is 115 Very Low Income.
- Modified RDCS Manual to support RHNA Goals unit deficit.
- Adopted a 15% Inclusionary Housing Ordinance, 10% required within the Downtown.

- Increased Housing In-Lieu Fees.
- Monitored and refined of the Below Market Rate (BMR) Homeownership Program, adopted new guidelines, created BMR Program Application and Participation Guide – addressed transfers, owner’s minimum return on down payment, ownership, and estate planning.

Goal HE-1 Adequate new housing to meet the full range of future community housing needs, including affordability and accessibility.

- Monitored Park Place rehabilitation near completion – a 112-unit multifamily development home to 420 people. As turn-over occurs, some units are set aside for families transitioning out of temporary housing freeing-up nearby temporary units that are available for homeless families.
- Approved Eden Housing, Inc. recast and re-subordination of existing City loan for rehabilitation of Sycamore Glen Senior Affordable Housing apartment community which houses senior residents and consists of 20 one-bedroom units; estimate of repairs and upgrades approximately \$2.3 million.
- Approved Eden Housing, Inc. recast and re-subordination of existing City loans and ground leases for the future major rehabilitation of four affordable apartment communities: Skeels, Villa Ciolino, Willows, and Depot Commons.
- BMR Homeownership activities:
 - Preserved two BMR units from foreclosure and bank sale
 - Rehabilitated five re-sale BMR units prior to sale to new, qualified owners
 - Held 20 BMR homebuyer orientation workshops for 563 attendees, which led to 225 lottery submissions (395 pre-application files opened)
 - Held seven BMR homeowner workshops for 24 attendees
 - Prepared BMR ownership restricted valuation calculations as requested for County Assessor
 - Qualified 27 interested households for BMR ownership
 - Prepared six re-subordination agreements to accommodate re-financing
 - Held 15 lotteries for sale of 22 new BMR units, and eight lotteries for five resales
 - Purchased 17545 Depot Street for use as temporary parking and eventual housing

Goal HE-2 Preservation and rehabilitation of the existing housing supply and Goal HE-3 Adequate housing for groups with special needs.

- Residents moved into EAH affordable housing development scattered site – 41 new units designated for families and Transitional Age Youth (TAY) aging out of foster care and at risk of homelessness.
- Urban Housing Communities (UHC) began construction of 39-unit affordable family housing development The Crossings.

- Evaluated potential opportunities for farmworker agricultural housing in South County with the County Planning Department and the Office of Supportive Housing on a potential City owned site.
- Worked closely with Code Compliance to approve the use of housing funds (maximum \$7,000) to be used for a three-day emergency hotel stay in the event that a household receives a notice of violation or “red tag” from City Code Compliance, resulting in a temporary and immediate homeless situation.
- Coordinated with two part-time County Homeless Outreach Workers to conduct interviews and assessments with homeless individuals within the City.
- Coordinated with County Rapid Rehousing Program, a Homeless Prevention (rental assistance) Program, to target families with children in the school district at risk of homelessness.
- Continued operation of the Safe Park Program (FOCUS), a collaboration and regional partnership with City Housing and Police teammates, Santa Clara County, Gilroy Compassion Center, and faith-based community volunteers. The program provides coordinated assessments and offers overnight accommodations at a local church for up to eight homeless families (25 people max) living in their cars.
- Assisted Catholic Charities with new Countywide House Sharing Program, a free roommate matching program that matches community members with underutilized homes with other residents who need an affordable option, usually in need of renting a room or house sharing.

Goal HE-3 Adequate housing for groups with special needs.

Police

- Continued Safe Parking Program in partnership with the faith-based community and Housing Division.

Goal HE-3 Adequate housing for groups with special needs.

ECONOMIC DEVELOPMENT ELEMENT

Community Services

- Supported public art installation by Leadership Morgan Hill on eleven utility boxes throughout the City.
- Safely operated the Morgan Hill Aquatics Center for over 57,000 visitors during the summer of 2018.

Goal ED-4 A vibrant, enhanced, visible, and well-promoted tourist industry that draws on Morgan Hill's unique character and variety of amenities.

Economic Development

- Hosted a real estate breakfast to more than 50 brokers highlighting the more than 20 projects under development in Morgan Hill to attract additional businesses and other building/land investment opportunities.
- Business Attraction/Expansion and Retention: Towbin Dodge, My Pizza, Kelly Brewing, Digital View, Tropos Technologies, Yoga Source, SuperTech, Shoe Palace, Carpenter's Training Union, Fairfield Inn, Home2Suites, Music as Language, Roundtable Pizza, Aragen Biosciences, and Siam Thai.
- Established a Tourism Based Improvement District (TBID) that will annually generate over \$400,000 to promote the area for sports/recreation events and tourism.
- Launched new business attraction website, ChooseMorganHill.com
- Kicked-off marketing campaign highlighting Morgan Hill and the Economic Blueprint – implementing digital and print media advertorials with the Silicon Valley Business Journal and Hearst Media.
- Led the planning and implementation of the 2018 Economic Development Symposium
- Hosted Morgan Hill Manufacturing Day, which included a panel presentation by local manufacturing companies, company tours, and participation from 54 students.
- Negotiated and coordinated four Impact Fee Freeze agreements supporting the development of over 731,000 square feet of development.
- Hosted an Americans with Disabilities Training session for businesses in Morgan Hill.
- Developed a parklet pilot program in Downtown Morgan Hill to provide greater street activation for businesses.
- Launched an e-services kiosk in City Hall featuring “[Open Counter](#)” and other City online business services for the community.

Goal ED-3 A high-quality business community with established roots in Morgan Hill.

- Received 2018 Silicon Valley Structures Award for “Public Projects” for the development of three Downtown Parks.

Goal ED-4 A vibrant, enhanced, visible, and well-promoted tourist industry that draws on Morgan Hill's unique character and variety of amenities and Goal ED-5 A downtown where residents and visitors of all ages can live, work, meet, shop, dine, participate in public celebrations, discover the story and past of our city, and share in the richness of Morgan Hill's community life.

- Supported the Monterey Corridor Study – including completing a retail capacity study.

Goal ED-6 A mix of uses along Monterey Corridor that supports the Downtown and encourages walking and biking.

HEALTHY COMMUNITY ELEMENT

Community Services

- Applied for and received numerous grants for various projects, including the Magical Bridge Morgan Hill Playground and West Little Llagas Creek Trail.
- Supported the redesign concepts for the Magical Bridge Morgan Hill Playground moving the project forward for bidding and construction in 2019.
- Implemented a Volunteer Driver Program that has grown to ten active drivers and provided 448 rides in 2018.
- Hosted a Healthy Aging Week in partnership with the Chamber of Commerce, culminating with a Senior Resource Fair linking hundreds of attendees with dozens of service providers.
- Launched and updated various facility use partnerships with nonprofit organizations to support services for Morgan Hill residents, including new partnerships with Community Christian, National Center for Youth Law, Rebekah Children's Service, and the Center for Employment Training, along with updating partnerships with the Healthier Kids Foundation and the American Red Cross.

Goal HC-2 A built environment and community services that serve the special needs of youth and seniors, allowing residents to age in place and Goal HC-3 Usable, complete, well-maintained, safe, and high-quality activities and amenities, including active and passive parks and recreational facilities, community gardens, and trails that are accessible to all ages, functional abilities, and socio-economic groups.

- Implemented plan for maintenance of new Downtown Parks into overall downtown maintenance.
- Completed project to seal and restripe the Outdoor Sports Center Parking Lot and existing Butterfield Linear Trail.
- Provided significant support to clean public property following the removal of multiple homeless encampments ensuring safety and community cleanliness.
- Completed numerous maintenance projects to support City infrastructure:
 - Replaced Playhouse seating
 - Replaced carpeting at multiple City facilities
 - Completed a sidewalk repair project replacing 840 linear feet of sidewalks
 - Rehabilitated the pool play structure at the Centennial Recreation Center
 - Upgraded and repaired major HVAC components at City facilities
- Successfully increased the assessment for one Landscape Assessment District Sub-area allowing for increased funding for maintenance of the area.
- Maintained CRC membership levels through 2018 completing the year with approximately 4,900 membership units and over 15,000 members.

Goal HC-3 Usable, complete, well-maintained, safe, and high-quality activities and amenities, including active and passive parks and recreational facilities, community gardens, and trails that are accessible to all ages, functional abilities, and socio-economic groups.

- Processed permits for and helped to facilitate 38 community special events.
- Coordinated Hispanic Heritage month activities at various City facilities.

Goal HC-4 Support for culture and the arts as key assets for a unique and authentic community.

Engineering and Utilities

- Completed the Galvan Park Handball Courts Project.
- Successfully replaced the artificial turf at the Outdoor Sports Center with limited impact to users.

Goal HC-3 Usable, complete, well-maintained, safe, and high-quality activities and amenities, including active and passive parks and recreational facilities, community gardens, and trails that are accessible to all ages, functional abilities, and socio-economic groups.

TRANSPORTATION ELEMENT

Engineering and Utilities

- Completed overlay projects on Sutter Road and Hill Road, providing new pavement on both roadways.
- Completed slurry seal on residential neighborhoods off Llagas Road, providing preventative maintenance to the streets.

Goal TR-1 A balanced, safe, and efficient circulation system for all segments of the community, meeting local needs and accommodating projected regional and sub-regional traffic while protecting neighborhoods.

- Made significant progress on the Hale Avenue Extension project property acquisition and concluded 2018 with all necessary properties acquired or in the process of acquisition.

Goal TR-4 Emphasis on transportation improvements in the Butterfield, Hale/Santa Teresa, and Monterey corridors.

Economic Development

- Participated in Caltrain Business Plan technical meetings and coordination for South County.

Goal TR-6 A safe and efficient transit system that reduces congestion by providing viable non-automotive modes of transportation.

- Held an all-day Community Awareness and Engagement Day on the High-Speed Rail project which engaged over 100 residents and stakeholders and included two meetings, a tour, and lunch.
- Responded to the High-Speed Rail Engineering Drawings for the newest at-grade alternative.

Goal TR-7 Well-planned High-Speed Rail service that minimizes negative local impacts.

NATURAL RESOURCES AND ENVIRONMENT ELEMENT

Community Services

- Finalized the purchase of property for the first local agricultural easement procured by the City of Morgan Hill, a ten-acre site off Maple Avenue.

Goal NRE-1 Preservation of open space areas and natural features, Goal NRE-3 A stable, long-term City boundary reinforced by a greenbelt, and Goal NRE-4 A viable agricultural industry.

- Supported an outreach and involvement process for the development of an Urban Forestry Management Plan scheduled for completion in 2019.

Goal NRE-15 An adaptive and resilient community that responds to climate change.

- Coordinated the implementation of new energy management systems to improve energy efficiency at the Council Chambers Building and Police Department.

Goal NRE-16 Conservation of energy resources.

Development Services - Building

- Issued 449 “same day” solar permits, an increase of 39, or 9% over 2017.

Goal NRE-16 Conservation of energy resources.

Development Services - Planning

- Served on the implementation board of the Santa Clara Valley Habitat Agency.

Goal NRE-6 Protection of native plants, animals, and sensitive habitats.

Engineering and Utilities

- Enhanced school site water testing for lead.

Goal NRE-7 Conservation of water resources.

SAFETY, SERVICES, AND INFRASTRUCTURE ELEMENT

Fire

- Participated in Weed Abatement Assessment hearings – largely uncontested.
- Completed all mandated fire inspections for the year and pursued complaints against an unlicensed contractor responsible for a structure fire and against a contractor responsible for illegal dumping of hazardous waste.
- Proposed changes to City Landscape and Street Tree Standards to reduce the use of fire-prone non-native plants and combustible groundcover materials.
- Continued coordination between PG&E and City to reduce wildfire risks and ensure local preparedness for blackout event.

Goal SSI-3 Minimal threat to persons, property, and the environment from fire hazards.

- Developed and received approval on a fire services development strategy for 2018-2023 and executed a five-year cooperative agreement with the CAL FIRE teammates for administration, fire marshalling, and fire operations.

Goal SSI-11 Efficient police, fire, and emergency medical response and services, and access to local medical facilities.

- Developed and received approval from Council to complete a three-department Fire Study and Standards of Coverage for Morgan Hill in cooperation with South Santa Clara Fire and Gilroy Fire.
- Supported development and participated in full scale EOC drills simulating a large wildfire event within the City.
- Continued involvement in Santa Clara County Firesafe Council. Delivered several community wildfire preparation and evacuation presentations in partnership with Firesafe and CERT/OES.

Goal SSI-12 Reduce risk to life and property associated with emergencies and natural and manmade disasters.

Engineering and Utilities

- Storm Drainage Infrastructure Master Plan approved September 2018.

Goal SSI-13 Infrastructure and urban development that adapts and evolves to respond to a changing climate and Goal SSI-16 Minimized adverse effects on property, natural resources, and ground and surface water quality from stormwater runoff.

- Successfully updated the City's Sanitary Sewer Management Plan and produced detailed standard operating procedures for the Wastewater Division.

Goal SSI-15 Efficient, effective, and sustainable wastewater treatment.

Administrative Services

- Promoted the City's WaterSmart feature, allowing customers to monitor their water consumption in real time.

Goal SSI-14 High quality water resources, managed effectively.

- Continued to promote paperless billing and electronic payment enrollment. Over 57% of Citywide accounts are now enrolled online, of which, 63% are enrolled in paperless statements and 50% are now enrolled in autopay.

Goal SSI-17 Reduced generation of solid waste and increased diversion of waste from landfills.

Geographic Information Services

- Tested and improved GIS capabilities at Emergency Operations Center (EOC) and trained EOC teammates on new procedures.

Goal SSI-12 Reduce risk to life and property associated with emergencies and natural and manmade disasters.

City Manager

- Executed a five-year cooperative agreement with the CalFire teammates for administration, fire marshalling, and fire operations.

Goal SSI-3 Minimal threat to persons, property, and the environment from fire hazards.

Community Services

- Introduced a pilot project for the elimination of the use of rodenticides on all City owned property.

Goal SSI-4 Avoidance of exposure to hazardous substances.

- Coordinated efforts to encourage local businesses to meet state law in recycling.

Goal SSI-17 Reduced generation of solid waste and increase diversion of waste from landfills.

Economic Development

- Approved and encroachment permit for the installation of telecommunication fiber to provide access to the Paradise Valley community.

Goal SSI-18 State-of-the-art telecommunications services for all segments of the community to foster fiscal and environmental sustainability, support an innovating economy, and meet the needs of the community.

Development Services – Land Development Engineering

- Provided annual City Council evaluation report for FY 2015-16 (Year 1) and FY 2016-17 (Year 2) on the flood risk reduction outreach activities performed by the City and other partner agencies as part of the countywide Multi-Jurisdictional Program for Public Information (PPI)

Goal SSI-6 Adequate, safe, and environmentally responsible drainage and flood control.

- Completed a Landscape Gap/Opportunity Analysis (with AHBL, Inc.) to identify any modifications and/or additions necessary to fill gaps and remove impediments to City's effective implementation of the Central Coast Regional Water Quality Control Board's post-construction stormwater management requirements for development projects.

Goal SSI-16 Minimized adverse effects on property, natural resources, and ground and surface water quality from stormwater runoff.

Engineering and Utilities

- Completed an Inflow and Infiltration Project, repairing wastewater pipes in various locations throughout the City to reduce inflow and infiltration of stormwater into the wastewater system.

Goal SSI-15 Efficient, effective, and sustainable wastewater treatment.

- Supported the adoption of an updated Stormwater Drainage System Master Plan

Goal SSI-16 Minimized adverse effects on property, natural resources, and ground and surface water quality from stormwater runoff.

Police

- Held one table top exercise for EOC team for a simulated wildland fire.
- Upgraded network to provide fault tolerant communications and consistent connectivity at all locations.
- Upgraded server and storage systems to meet expanded storage and disaster recovery requirements.

Goal SSI-12 Reduce risk to life and property associated with emergencies and natural and manmade disasters.

3. General Plan Amendment Applications

GPA2018-0001: E DUNNE-ROSS

General Plan Land Use Map Amendment – Residential Estate to Residential Detached Low on an 8.34 gross acre parcel located at the northerly terminus of Sorrel Way and Saddleback Drive. <Denied February 6, 2019>

GPA2018-0002: MONTEREY-GLENROCK

General Plan Land Use Map Amendment – Residential Detached Low to Commercial/Industrial on a 7.8 gross acre site located on the east side of Monterey Road, approximately 750 feet northerly of E Middle Avenue. <Incomplete>

GPA2018-0003: COCHRANE-LLAGAS LLC

General Plan Land Use Map Amendment – Commercial and Commercial/Industrial to Residential Attached Medium and Residential Detached High on approximately 60 acres located on the west side of De Paul Drive between Cochrane Road and Half Road. <Withdrawn April 9, 2018>

GPA2018-0004: W DUNNE-BETPOLICE

General Plan Land Use Map Amendment – Residential Estate to Residential Attached Low on a portion of the site located on the north side of W Dunne Avenue, approximately 825-feet easterly of Peak Avenue. <Pending>

GPA2018-0005: DEPOT STREET-MORGAN HILL

General Plan Land Use Map Amendment – Public Facilities to Mixed Use on an approximately 0.29-acre portion of Depot Street north of intersection with E Dunne Avenue and re-alignment of Depot Street. <Approved October 3, 2018>

Please Start Here

General Information	
Jurisdiction Name	Morgan Hill
Reporting Calendar Year	2018
Contact Information	
First Name	Christie
Last Name	Thomas
Title	Housing Program Coordinator
Email	christie.thomas@morganhill.ca.gov
Phone	(408) 310-4674
Mailing Address	
Street Address	<u>17575 Peak Ave</u>
City	Morgan Hill
Zipcode	95037

Submittal Instructions
Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs: 1. Online Annual Progress Reporting System (Preferred) - This enters your information directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. <i>Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.</i> 2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

v 2_6_19

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	Morgan Hill
Reporting Year	2018 (Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table A																			
Housing Development Applications Submitted																			
Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Notes	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project (Auto-calculated Can Be Overwritten)	Was APPLICATION SUBMITTED Pursuant to GC §8913.4(b)? (SB 35 Streamlining)	Notes*
Summary Row: Start Data Entry Below								39		5		1	12	193	250	250			
726-02-014				SR2018-0001	SFA	O	1/16/2018			2				22		24		No	8 sf detached, 18 sf attached, 6 triplex, 1592-2765 sq.ft. units on lots ranging 3300-6800 sq. ft.
726-02-014		E. Dunne - north of E. Dunne Kyono		SR2018-0001	SFD	O	1/16/2018							8	8	8		No	
726-02-007		Andalusia - North st	E. Dunne-Young	SR2018-0020	SFA	O	9/18/2018			3		1		42	46	46		No	Condo units 1428-1850 sq. ft.
773-32-013		1100 L Lajas Ave (S)	Llajas Strolata Properties (SBLVAS)	SR2018-0025			12/14/2018							3	3	3		No	
81736032	81736034	16800 Monterey Road Morgan Hill CA, 95037	The Crossings on Monterey by UHC	SR2017-0016	5+	R	11/21/2017	39							39	39		No	
72834009		2280 Cochrane Rd Morgan Hill	Cochrane San Sebastian Morgan Hill Group	SR2017-0018	SFD	O	12/14/2017						12	117	129	129		No	100% VLI Affordable Project
	76409004	280 Tilton Ave Morgan Hill	Tilton - Lee Schmidt	SR2018-0009	SFD	O	5/11/2018							1	1	1			single family residence with attached garage and ADU

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
25 5/20/21

Jurisdiction	Morgan Hill
Reporting Year	2018 (Jan. 1 - Dec. 31)

Note: - Optional field
Cells in grey contain auto-calculation formulas.

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																																													
Project Identifier				Unit Types			Affordability by Household Income - Completed Entitlement										Affordability by Household Income - Building Permits										Affordability by Household Income - Certificates of Occupancy										13	14	15	16	17	18	19	20	21
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40						
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFD, DU, ADU, etc.)	Year of Construction	Very Low Income Non-Deed Restricted	Low Income Non-Deed Restricted	Low Income Non-Deed Restricted	Moderate Income Non-Deed Restricted	Moderate Income Non-Deed Restricted	Above Moderate Income	Building Permits	# of Units Issued Building Permits	Very Low Income Non-Deed Restricted	Low Income Non-Deed Restricted	Low Income Non-Deed Restricted	Moderate Income Non-Deed Restricted	Moderate Income Non-Deed Restricted	Above Moderate Income	Certificates of Occupancy or other forms of readiness (see instructions)	Certificates of Occupancy or other forms of readiness (see instructions)	How many of the units were extremely low income?	Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions	Deed Restriction Type	Financial assistance or deed restrictions, explain how the locality determined units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)	Number of Demolished or Destroyed Units*	Demolished or Destroyed Units*	Demolished or Destroyed Units*	Notes*												
Summary Row: Data Entry Below																																													
72800041	18001 CORTE ARCADE	Borelio Ranch	2018-0336	SFD	O								1	6/15/2018																															
72800051	18005 CORTE ARCADE	Borelio Ranch	2018-0378	SFD	O								1	7/12/2018																															
72800050	18015 CORTE ARCADE	Borelio Ranch	2018-0209	SFD	O								1	6/13/2018																															
72800049	18025 CORTE ARCADE	Borelio Ranch	2018-0297	SFD	O								1	6/13/2018																															
72800049	18025 CORTE ARCADE	Borelio Ranch	2018-0298	SFD	R						1		1	6/13/2018																								Rental Survey							
72800042	18040 CORTE ARCADE	Borelio Ranch	2018-0376	SFD	O								1	7/12/2018																															
72800048	18045 CORTE ARCADE	Borelio Ranch	2018-0296	SFD	O								1	6/13/2018																															
72800047	18050 CORTE ARCADE	Borelio Ranch	2018-0295	SFD	O								1	6/13/2018																															
72800046	18055 CORTE ARCADE	Borelio Ranch	2018-0298	SFD	O								1	6/15/2018																															
72800046	18055 CORTE ARCADE	Borelio Ranch	2018-0298	ADU	R						1		1	6/15/2018																								Rental Survey							
72800045	18075 CORTE ARCADE	Borelio Ranch	2018-0421	SFD	O								1	7/29/2018																															
72800043	18080 CORTE ARCADE	Borelio Ranch	2019-0377	SFD	O								1	7/12/2018																															
72800044	18085 CORTE ARCADE	Borelio Ranch	2018-0297	SFD	O								1	6/15/2018																															
72800044	18085 CORTE ARCADE	Borelio Ranch	2018-0297	ADU	R						1		1	6/15/2018																								Rental Survey							
72800013	18090 CORTE ARCADE	Borelio Ranch	2017-0696	SFD	O								1	1/22/2018																															
72800009	18095 CORTE ARCADE	Borelio Ranch	2018-0040	SFD	O								1	2/5/2018																															
72800010	18095 CORTE ARCADE	Borelio Ranch	2018-0041	SFD	O								1	2/5/2018																															
72800010	18095 CORTE ARCADE	Borelio Ranch	2018-0041	ADU	R						1		1	2/5/2018																								Rental Survey							
72800011	18075 CORTE ARCADE	Borelio Ranch	2018-0042	SFD	O								1	2/5/2018																															
72800012	18085 CORTE ARCADE	Borelio Ranch	2018-0056	SFD	O								1	2/21/2018																															
72800012	18085 CORTE ARCADE	Borelio Ranch	2018-0056	ADU	R						1		1	2/21/2018																								Rental Survey							
72860015	18705 CORTE ARCADE	Borelio Ranch	2017-0697	SFD	O								1	1/22/2018																															
72860010	18710 CORTE ARCADE	Borelio Ranch	2018-0576	SFD	O								1	2/21/2018																															
72860010	18715 CORTE ARCADE	Borelio Ranch	2018-0543	SFD	O								1	2/5/2018																															
72860010	18720 CORTE ARCADE	Borelio Ranch	2018-0096	SFD	O								1	3/3/2018																															
72860010	18725 CORTE ARCADE	Borelio Ranch	2017-0698	SFD	O								1	1/22/2018																															
72860010	18725 CORTE ARCADE	Borelio Ranch	2017-0699	SFD	R						1		1	1/22/2018																								Rental Survey							
72860010	18730 CORTE ARCADE	Borelio Ranch	2018-0094	SFD	O								1	3/13/2018																															
72860017	18735 CORTE ARCADE	Borelio Ranch	2018-0020	SFD	O								1	4/30/2018																															
72860017	18740 CORTE ARCADE	Borelio Ranch	2018-0148	SFD	O								1	4/4/2018																															
72860026	2220 VIA ORISTA	Borelio Ranch	2018-0133	SFD	O								1	4/4/2018																															
72860026	2220 VIA ORISTA	Borelio Ranch	2018-0221	SFD	O								1	4/30/2018																															
72860026	2220 VIA ORISTA	Borelio Ranch	2018-0132	SFD	O								1	4/4/2018																															
72860026	2220 VIA ORISTA	Borelio Ranch	2018-0132	ADU	R							1	4/4/2018																																
72860026	2220 VIA ORISTA	Borelio Ranch	2018-0200	SFD	O								1	4/4/2018																															
72860026	2220 VIA ORISTA	Borelio Ranch	2018-0200	ADU	R						1		1	4/4/2018																															

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
Project Identifier				Affordability by Household Income - Completed Entitlement										Affordability by Household Income - Building Permits										Affordability by Household Income - Certificates of Occupancy										Streamlining		Infill		Housing with Financial Assistance		Housing without Financial Assistance		Term of Affordability		Demolished/Destroyed Units		Notes																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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22	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	14

[illegible]

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Unit Types		Affordability by Household Incomes - Completed Entitlement							Affordability by Household Incomes - Building Permits							Affordability by Household Incomes - Certificates of Occupancy							Streamlining		Infill		Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions		Term of Affordability or Deed Restriction (years)		Demolished/Destroyed Units		Notes																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
Prior APN	Current APN	Street Address	Project Name	Local Jurisdiction Tracking ID	Unit Category (SFD, L, A, S, ADU, etc.)	Temur	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Building Permits Data Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Building Permits Data Issued	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non-Deed Restricted	Low-Income Deed Restricted	Low-Income Non-Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non-Deed Restricted	Above Moderate-Income	Streamlining	Infill	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	Financial assistance or deed restrictions, explain how the locality determines if units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)	Number of Demolished Units	Demolished or Destroyed Units	Demolished or Destroyed Units Owner or Renter	Notes																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
Project Identifier				Unit Types		Affordability by Household Income - Completed Entitlement										Affordability by Household Income - Building Permits							Affordability by Household Income - Certificates of Occupancy										Streamlining	Infill	HOUSING WITH FINANCIAL ASSISTANCE and/or Deed Restrictions		Housing without Financial Assistance and/or Deed Restrictions	Term of Affordability or Deed Restriction (years)	Demolished/Destroyed Units		Notes																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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Prior APN	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFD, DU, A-DU, ADU, etc.)	Tenure (R/tenant, O/owner)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits DATE ISSUED	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits DATE ISSUED	# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) DATE ISSUED	# of Units Issued Certificates of Occupancy or other forms of readiness (see instructions)	How many of the units were Extremely Low Income?	Was Project APPROVED using GC 59031-App? (SB 35 Streamlining) Y/N	Initial Units? Y/N	Assistance Programs for Each Development (see instructions)	Deed Restriction Type (see instructions)	Financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter "000")	Number of Demolished Units*	Demolished or Destroyed Units* Owner or Renter*	Notes																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
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ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Morgan Hill	
Reporting Year	2018	(Jan. 1 - Dec. 31)

This table is auto-populated once you enter your jurisdiction name and current year data.
 Past year information comes from previous APRs.
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2									3	4
Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	273	12	29		31						72	201
	Non-Deed Restricted												
Low	Deed Restricted	154	118	23	13	25						179	
	Non-Deed Restricted												
Moderate	Deed Restricted	185	9	2	5	1						393	
	Non-Deed Restricted		98	4	4	270							
Above Moderate		316	647	219	192	192						1250	
Total RHNA		928											
Total Units 44			884	277	214	519						1894	201

Note: units serving extremely low-income households are included in the very low-income permitted units totals
 Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction	Morgan Hill	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Note: + Optional field
Cells in grey contain auto-calculation formulas

Table C																	
Sites Identified or Rezoned to Accommodate Shortfall Housing Need																	
Project Identifier				Date of Rezone	Affordability by Household Income				Type of Shortfall	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Date of Rezone	Very-Low Income	Low-Income	Moderate Income	Above Moderate - Income	Type of Shortfall	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	
None to report																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction	Morgan Hill
Reporting Year	2018 (Jan. 1 - Dec. 31)

Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
INCLUSIONARY HOUSING ORDNANCE NO. 2278	REQUIRE EACH NEW DEVELOPMENT TO PROVIDE AT LEAST 15% AFFORDABLE HOUSING AND 10%DOWNTOWN	2018-2023	EFFECTIVE 07/25/18
City of Morgan Hill Below Market Rate (BMR) Program	Facilitate the construction of BMR's for low to mod income eligible households, recorded 45 year affordability deed restrictions	2015-2023	18 BMR's constructed in 2018, 1 MOD and 17 Low-income. To date Morgan Hill's BMR program consist of over 500 BMR's as a result of the City's RDSCS system (Residential Development Control System)
City of Morgan Hill Housing Rehab Program, Minor Home Repair	Facilitate the rehabilitation of affordable housing units	2015-2023	The City rehabbed 48 senior low income mobile and single family residence home units in 2018, through a grant program administered by Rebuilding Together. Repairs are funded by City funds and County Community Development Block Grant Funds
City of Morgan Hill/Gilroy Case Manager	Intensive connection with homeless individuals to try to provide case management and direct to programs and housing	2015-2023	FY 18/19 - City of Morgan Hill has allocated \$50,000. to create 1 full time South County "Navigator". This position is dependent upon receiving \$50,000 each from the City of Gilroy and the County of Santa Clara, collaboration in process.
Rehabilitation and Preservation of existing affordable units	Preserve existing affordable housing stock	2015-2023	EAH Park Place Village Avante is currently undergoing a major rehab to preserve 101 units completed construction in 2018, 30-60% AMI, older large project from 1970 - 412 residents. Project is located at 16840 Del Monte Ave
Measure A Housing Bond, County of Santa Clara	Create new units at the ELI and VLI level. \$3,400,000 in Measure A funds provided tp a Very Low Income Project currently under construction-39 units VLI "The Crossings," expected completion October 2019.	2015-2023	In November of 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 Measure of 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. 39 ELI/VLI UHC units will begin construction in September of 2018. The remaining balance is planned to be distributed throughout the County in the other cities equivalently, based on Regional Housing Needs Allocation (RHNA) methodology. The Housing team has actively participated in discussions regading implementation of the bond program and provided program recommendations. Urban Housing Communities applied for and was awarded \$5.5 Million for a 39 unit ELI and VLI project located at Monterey and Biseglia in Morgan Hill. The City has committed \$750,000.00 and the applicant will compete for tax credits March 16, 2018.
City an County Partnership began July 1, 2017 and is ongoing, funded annually, two part-time homeless outreach workers began assessing Homeless individuals and connecting to services	Connect with homeless individuals to provide case management and direct to programs and housing	2015-2023	City and County Partnership: July 1, 2017 through current- two part-time homeless outreach workers began conducting interviews and assessments with homeless individuals in South County. This is a critical first step as the City is beginning to see homeless individuals assessed through a coordinated effort with the goal connecting them to the appropriate case manager, program, service and housing opportunites. The City contributed an additional \$25,000. in 2018/19 to the larger countywide "outreach" effort for one year. Outreach workers are tasked with the goal of connecting the homeless to case managers and programs.
Homeless Prevention	Prevent residents from experiencing homelessness	2015-2023	City and County Partnership: August 1, 2017 - current: Homeless Prevention and Rapid Rehousing (rental assistance). Program for families, targeting families with children in the school district at rish of homelessness. The City contributed an additional \$25,000.00 in 2018/19 to this larger countywide effort for 1 year.
Homeless Safe Parking Program	Provide respite and services, and attempts to provide housing for South County residents living in their vehicles	2015-2023	Partnered with the MH Police Department, County Planning Department, and the faith based community to create an (8) eight space, pet welcome, Safe Parking Proram called "Focus". It 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 and getting them into permanent housing. The Program typically serves eight families, (approx. 25 people and 8 children.)
UHC - Crossings at Monterey - 100% 39 unit multi family housing development	Provide housing for ELI, VLI, residents	2015-2023	\$14,000,000. in tax-exempt multi-family affordable housing bonds awarded by CA statewide Communities Development Authority (CSCDA), \$3.4 million in funds awarded by Santa Clara County, and an additional \$750,000. contributed by the City of Morgan Hill.
Housing Authority of of the County of Santa Clara Section 8 Program	Maintain full lease up of section 8 vouchers	2015-2023	There are 319 total vouchers in Morgan Hill. This includes 40 PBVs for the newly leased up scattered site Orchard Ranch projects.

Attachment: HCD 2018 Annual Progress Report Tables (2235 : GP and HE Annual Progress Report 2018)

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction	Morgan Hill	
Reporting Period	2018	(Jan. 1 - Dec. 31)

Note: + Optional field

Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name⁺	Local Jurisdiction Tracking ID⁺	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)(2)									
This table is optional. Jurisdictions may list (for informational purposes only) units that do not count toward RHNA, but were substantially rehabilitated, acquired or preserved. To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields. Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in Government Code section 65583.1(c)(2).									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1 ⁺
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity (2018) Extensive Rehab of 112 Units at Park Place (previously known as...)	10	79	23	112					
Preservation of Units At-Risk									
Acquisition of Units									
Total Units by Income	10	79	23	112					

Jurisdiction	Morgan Hill	
Reporting Year	2018	(Jan. 1 - Dec. 31)

Entitled Units Summary		
Income Level		Current Year
Very Low	Deed Restricted	31
	Non-Deed Restricted	0
Low	Deed Restricted	8
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units 44		39

Note: units serving extremely low-income households are included in the very low-income permitted units totals

Submitted Applications Summary	
Total Housing Applications Submitted:	7
Number of Proposed Units in All Applications Received:	250
Total Housing Units Approved:	250
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

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

ACCEPT JANUARY 2019 FINANCIAL AND INVESTMENT REPORT

RECOMMENDATION(S)

Accept and file report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Fiscal Responsibility
Preserving and Cultivating Public Trust

2019 Strategic Priorities

Financial Stewardship

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 January 31, 2019. The Revenue and Expense Summary for the month of January is included on the first page. Overall, General Fund revenues through January totaled \$22.8 million or 56% of the budget. Expenditures, including encumbrances, amounted to \$25.2 million through January. 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. January 2019 Financial Statement Analysis
2. January 2019 Financial and Investment Report

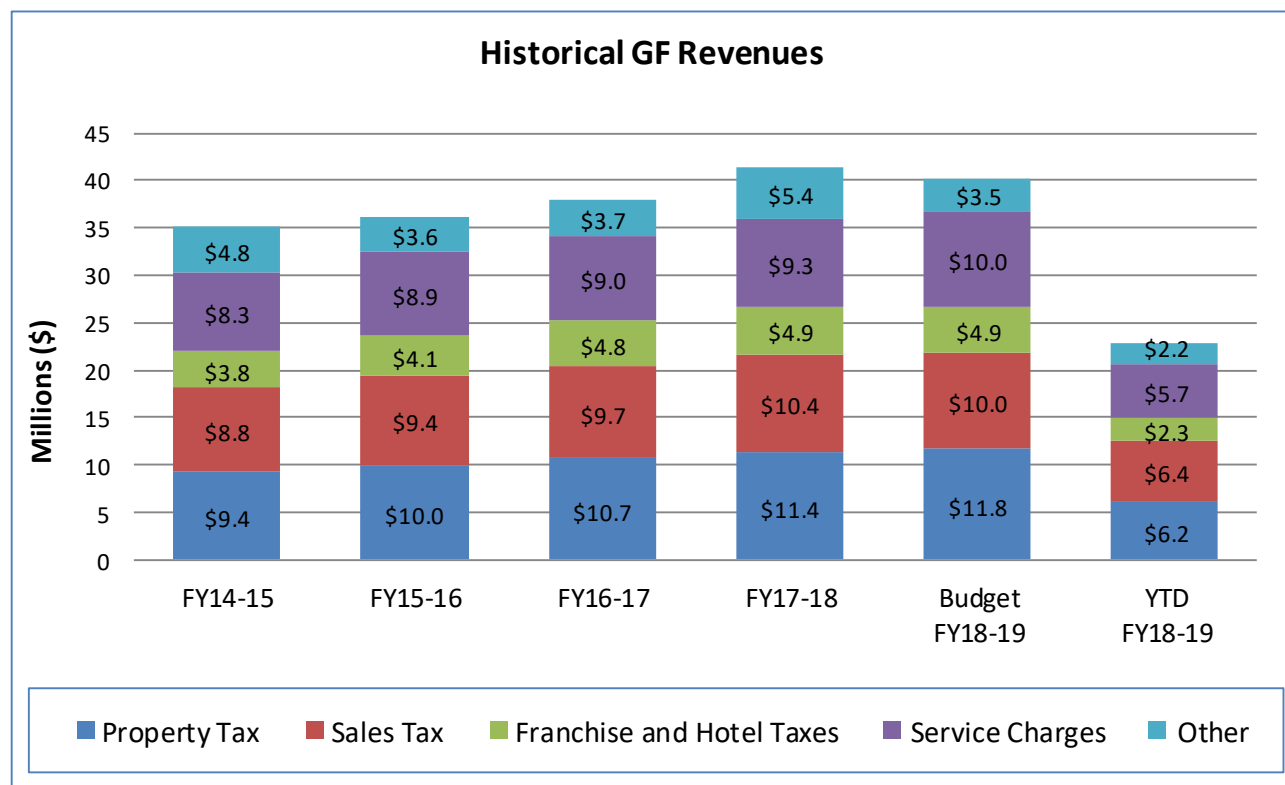


CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2018-19
FOR THE MONTH ENDED JANUARY 2019 – 58% OF YEAR COMPLETE

- **General Fund** – Revenues through the month of January totaled \$22.8 million, or 56% of the budgeted revenues. Property tax, final advances for the December 10, 2018 secured and unsecured property tax installment have been received, and is 12% or approximately \$657,000 higher than a year ago at this time. Property tax revenue, excluding the property transfer tax, is forecasted to end the year at \$12.5 million, which is approximately \$800,000 more than the adopted budget partially attributable to the higher excess Educational Revenue Augmentation Fund (ERAF) distribution of \$943,000 versus \$495,000 budgeted. Excess ERAF is the money that is returned to the cities, counties, and special districts after schools reach their state-mandated thresholds. Property tax is the largest source of Morgan Hill's General Fund revenue. However, it accounts for only 29% of the approximately \$40.5 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 99% of the budgeted amount as annual business license renewal payments are usually received in the first few months of the fiscal year.

The chart below shows historical General Fund revenues by major revenue category from FY14-15 through FY17-18 Actual, FY18-19 Budget, and YTD as of January 31, 2019.

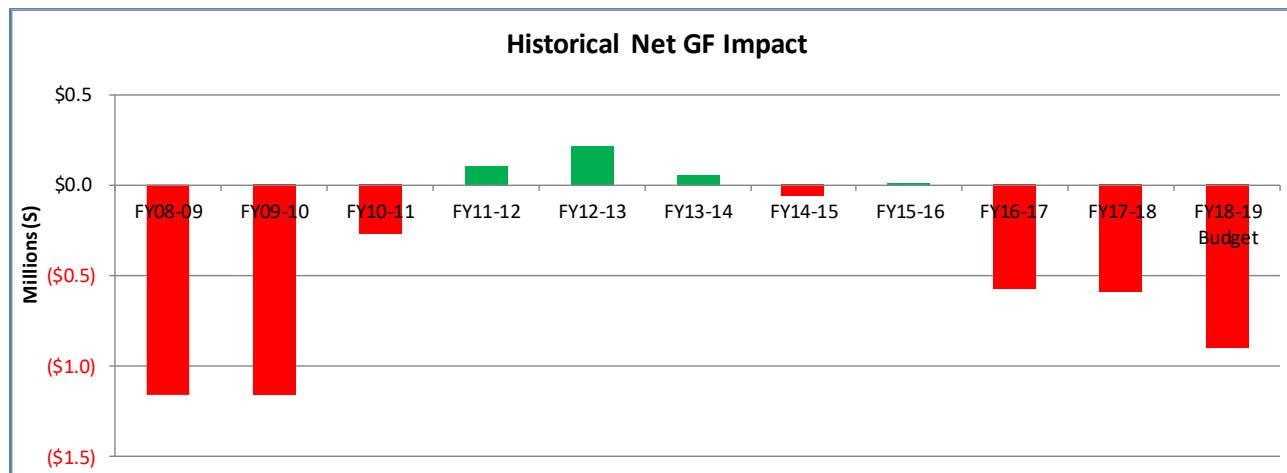


General Fund expenditures and encumbrances as of January 31, 2019 totaled \$25.2 million, of which approximately \$1.9 million is attributable to outstanding encumbrances.



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2018-19
FOR THE MONTH ENDED JANUARY 2019 – 58% OF YEAR COMPLETE

- **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 \$1.1 million through the month of January. Without the carry-over encumbrances, the year to date operations through the month of January resulted in a much smaller net impact to the general fund of approximately \$67,000. Any net impact from the recreation operations increases (decreases) reserves in 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.

- **Development Services Fund** – Revenues through January totaled \$2.8 million, an increase of 6% or approximately \$170,000 more than a year ago at this time partially due to the fee increases that went into effect January 1, 2019. Expenditures, including encumbrances, totaled \$4.2 million. Without the outstanding encumbrances, however, expenditures through the month of January amounted to \$3.0 million. The fund is budgeted to end the fiscal year with an operating deficit of approximately \$1.4 million. This is primarily due to the timing of fee increases, services or new projects unsupported by fees, such as front counter services, responding to public inquiries, tree removal permits, use permits for non-profits or special projects, and continued implementation of Measure S. In addition, fees are based on average time for processing, the more complicated the case, the more time is spent assisting the applicant in the application process. This extra time is not incorporated into the cost recovery model. There is available fund reserve to support the fund's operating deficits in the two-year window, however, a General Fund support may be required in future years due to the aforementioned reasons.
- **Debt Service Funds** – Expenditures through the month of January totaled \$519,000. 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



CITY OF MORGAN HILL, CALIFORNIA
FINANCIAL STATEMENT ANALYSIS - FISCAL YEAR 2018-19
FOR THE MONTH ENDED JANUARY 2019 – 58% OF YEAR COMPLETE

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.

- **Wastewater Operations** – Revenues from Wastewater or Sewer Operations through the month of January totaled \$6.8 million. Expenditures and outstanding encumbrances totaled \$5.9 million or 52% of the budget. The table below shows historical Sewer Operations revenues and expenditures from FY14-15 through FY17-18 Actual, FY18-19 Budget, and YTD as of January 31, 2019.

(amount in millions)	FY14-15	FY15-16	FY16-17	FY17-18	Budget FY18-19	YTD FY18-19
Revenues	10.3	10.2	9.7	10.3	10.7	6.8
Expenditures	8.8	12.0	9.8	10.8	11.3	5.9
Operating Margin	1.5	(1.8)	(0.1)	(0.5)	(0.6)	0.9
Operating Margin without Encumbrances	1.5	(1.8)	(0.0)	(0.3)	(0.6)	1.1

- **Water Operations** – Water Operations includes Utility Billing, Water Conservation, and Water Operations. Revenues from Water Operations through the month of January totaled \$8.9 million, approximately 16% more than a year ago partially due to rate adjustment. Water Operations expenditures, including outstanding encumbrances, totaled \$8.4 million for the year. Without the encumbrances, however, the expenditures amounted to \$6.8 million. The table below shows Water Operations revenues and expenditures from FY14-15 through FY17-18 Actual, FY18-19 Budget, and YTD as of January 31, 2019.

(amount in millions)	FY14-15	FY15-16	FY16-17	FY17-18	Budget FY18-19	YTD FY18-19
Revenues	8.8	8.5	10.9	13.0	13.8	8.9
Expenditures	9.3	9.7	11.2	12.1	13.5	8.4
Operating Margin	(0.5)	(1.2)	(0.3)	0.9	0.3	0.5
Operating Margin without Encumbrances	(0.5)	(1.2)	(0.1)	1.4	0.3	2.1

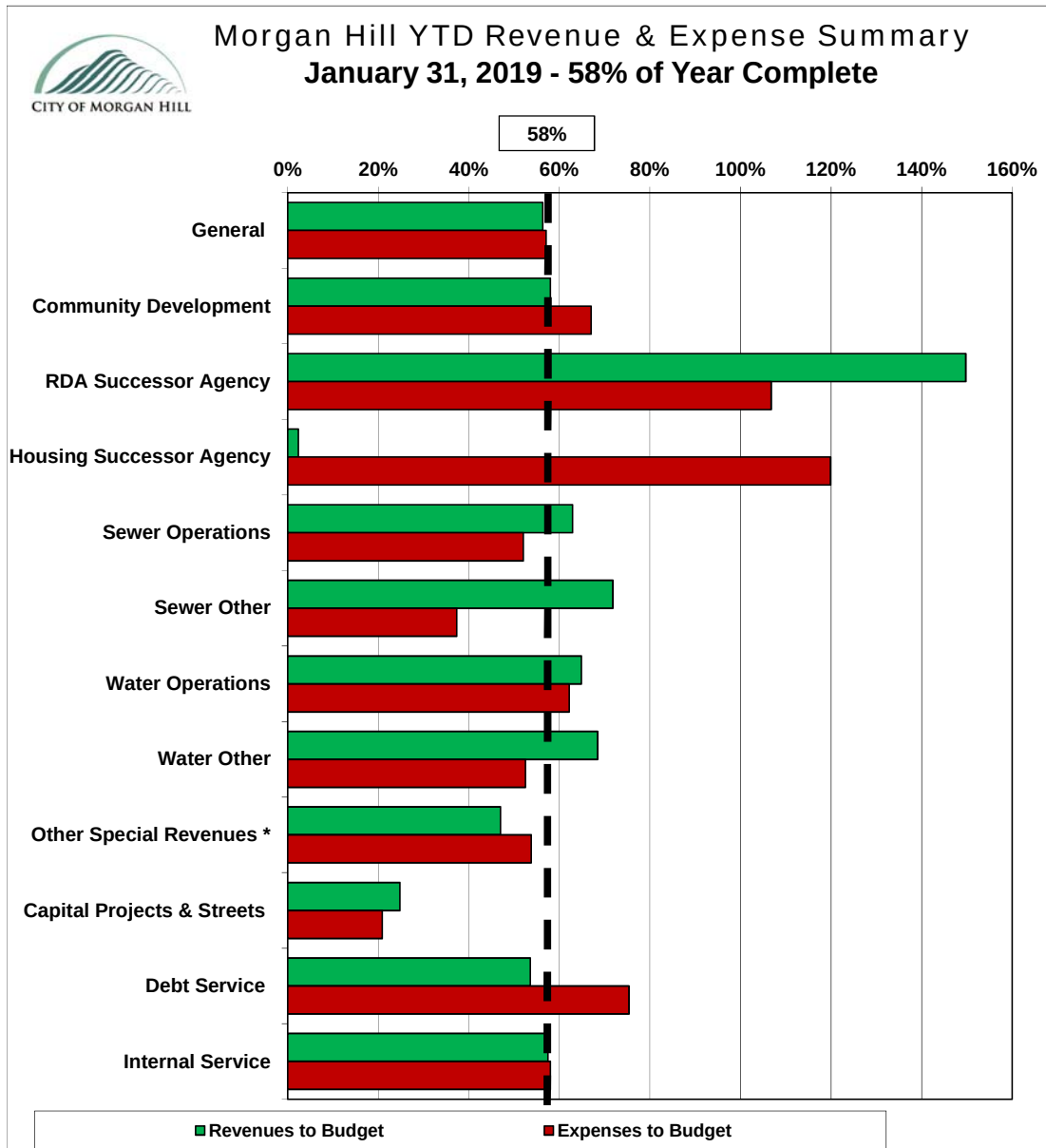
- **Investments** – Two purchases were made, and three securities were called during the month of January 2019. Total interest earnings received on investments were \$57,000 during the month.

CITY OF MORGAN HILL
Monthly Financial and Investment Reports
January 31, 2019 - 58% of Year Complete



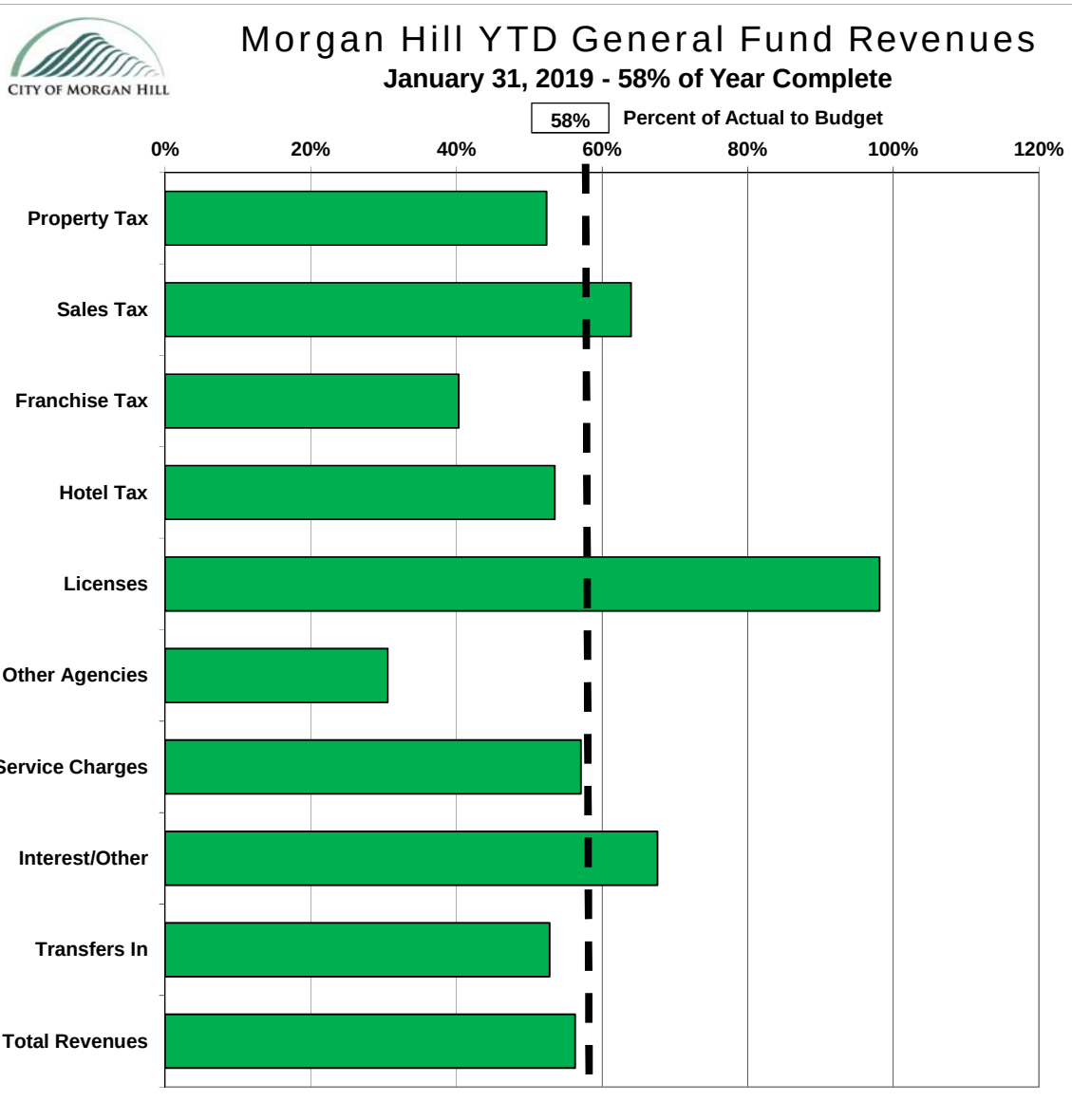
CITY OF MORGAN HILL

Prepared by:
FINANCE DIVISION



FUND NAME	REVENUES		EXPENSES	
	ACTUAL	% OF BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET
General	\$ 22,821,290	56%	\$ 25,177,802	57%
Community Development	2,831,187	58%	4,186,073	67%
RDA Successor Agency	11,902,300	150%	8,526,418	107%
Housing Successor Agency	56,145	2%	4,410,572	120%
Sewer Operations	6,763,512	63%	5,890,209	52%
Sewer Other	5,579,673	72%	5,764,993	37%
Water Operations	8,923,593	65%	8,370,980	62%
Water Other	2,578,770	68%	3,106,225	53%
Other Special Revenues *	1,938,832	47%	2,971,034	54%
Capital Projects & Streets	10,453,682	25%	12,606,260	21%
Debt Service	361,612	54%	519,222	75%
Internal Service	6,850,121	57%	6,725,269	58%
TOTAL FOR ALL FUNDS	\$ 81,060,716	54%	\$ 88,255,056	47%

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



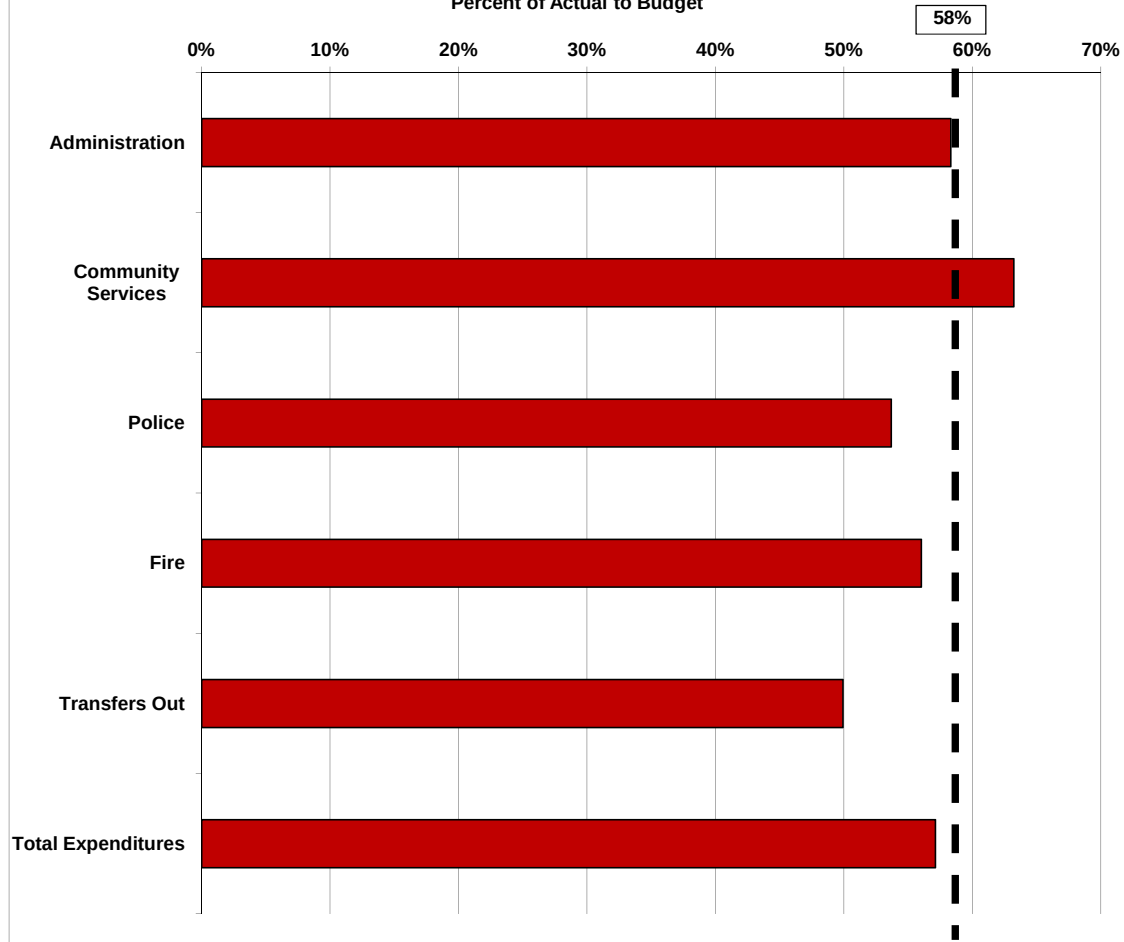
REVENUE CATEGORY	BUDGET	ACTUAL	% OF BUDGET	PRIOR YEAR TO DATE	% CHANGE FROM PRIOR YEAR
Property Tax	\$ 11,813,532	\$ 6,192,857	52%	\$ 5,535,633	12%
Sales Tax	9,981,124	6,384,012	64%	6,099,760	5%
Franchise Tax	2,164,190	872,134	40%	810,757	8%
Hotel Tax	2,754,000	1,473,084	54%	1,414,110	4%
Licenses	200,800	196,894	98%	184,049	7%
Other Agencies	546,332	167,164	31%	422,898	-60%
Service Charges	9,993,089	5,711,015	57%	5,322,747	7%
Interest/Other	1,406,042	950,918	68%	2,389,923	-60%
Transfers In	1,653,560	873,211	53%	867,197	1%
TOTAL REVENUES	\$40,512,669	\$22,821,290	56%	\$ 23,047,074	-1%



Morgan Hill YTD General Fund Expenditures

January 31, 2019 - 58% of Year Complete

Percent of Actual to Budget



EXPENDITURE CATEGORY	BUDGET	ACTUAL PLUS ENCUMBRANCES	% OF BUDGET	PRIOR YTD PLUS ENCUMBRANCES	% CHANGE FROM PRIOR YEAR
Administration	\$ 5,043,269	\$ 2,940,912	58%	\$ 5,130,327	-43%
Community Services	12,540,603	7,930,388	63%	7,207,680	10%
Police	17,406,718	9,345,937	54%	8,882,520	5%
Fire	6,959,059	3,898,294	56%	3,480,134	12%
Transfers Out	2,127,498	1,062,271	50%	1,184,691	-10%
TOTAL EXPENDITURES	\$ 44,077,146	\$ 25,177,802	57%	\$ 25,885,352	-3%

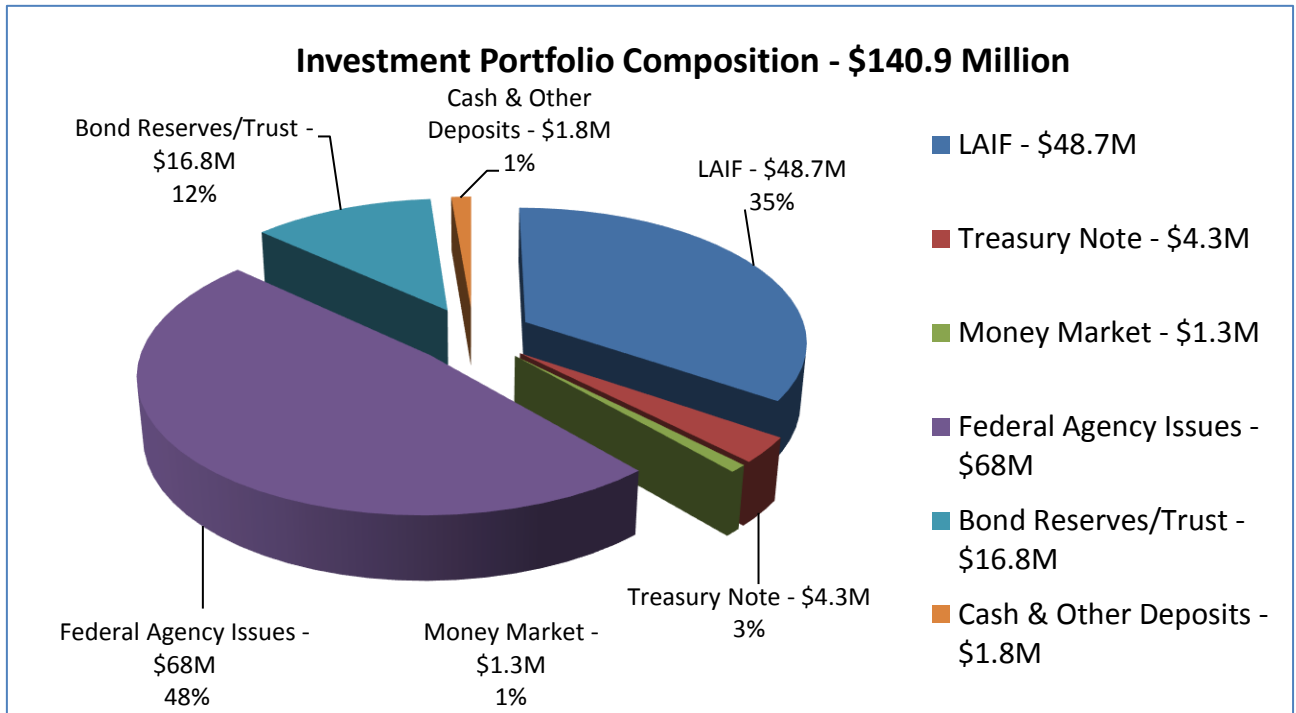


**City of Morgan Hill
Recreation Report - Fiscal Year 2018-19
For the Month and Seven Months Ended January 31, 2019
58% of Year Complete**

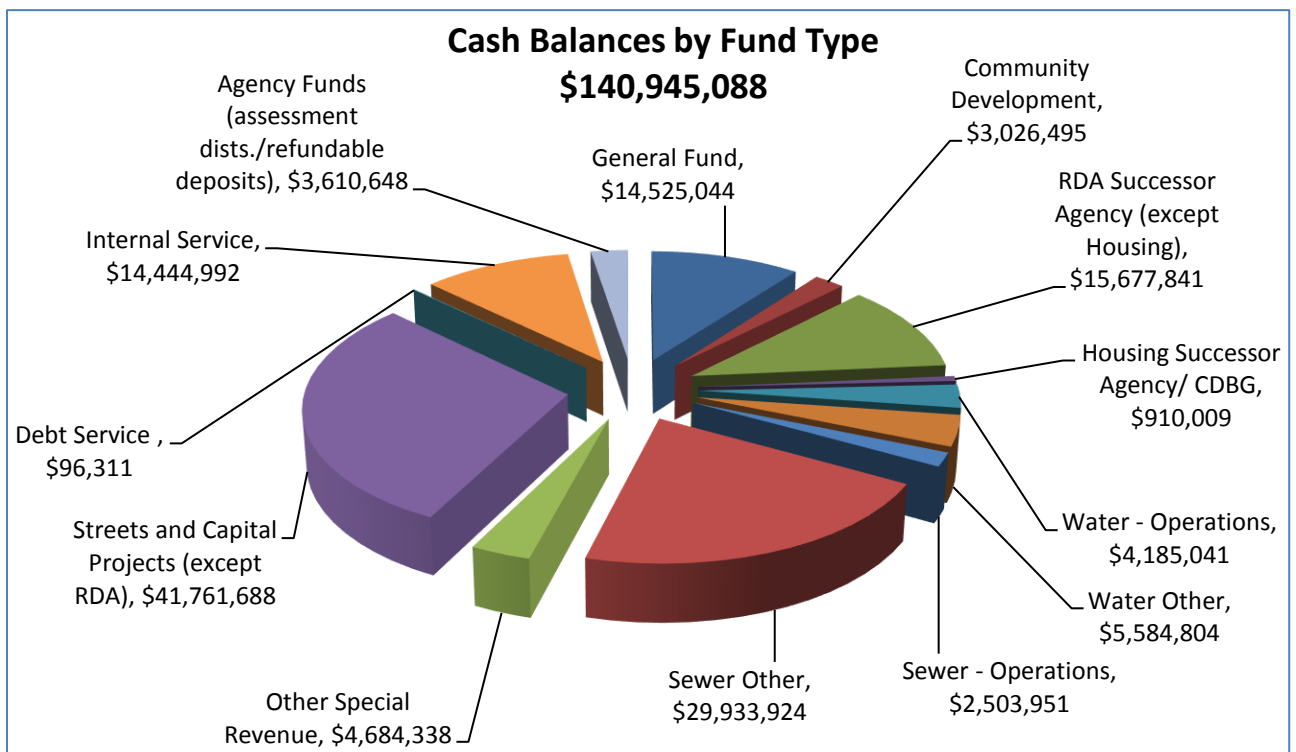
	<u>Budget</u>	<u>January 2019</u>	<u>YTD</u>	<u>% of Budget</u>
Revenues				
Membership Services & Rec Programs	\$ 6,241,196	\$ 484,063	\$ 3,713,057	
Facility Rentals	898,700	84,913	576,954	
Community Services	147,840	2,796	37,634	
Transfers in	75,000	6,250	43,750	
Total Revenues	<u>\$ 7,362,736</u>	<u>\$ 578,023</u>	<u>\$ 4,371,395</u>	59%
Less: Expenditures				
Membership & Program Services	\$ 6,309,009	\$ 317,195	\$ 3,355,331	
Facility Rentals	1,355,732	110,127	759,556	
Community Services	653,307	50,816	323,922	
Total Expenditures	<u>\$ 8,318,049</u>	<u>\$ 478,137</u>	<u>\$ 4,438,808</u>	53%
Net Impact without encumbrances	<u>\$ (955,313)</u>	<u>\$ 99,886</u>	<u>\$ (67,413)</u>	
Encumbrances	-	-	1,028,639	
Net Impact with encumbrances	<u>\$ (955,313)</u>	<u>\$ 99,886</u>	<u>\$(1,096,052)</u>	

City of Morgan Hill Monthly Investment Report - January 31, 2019

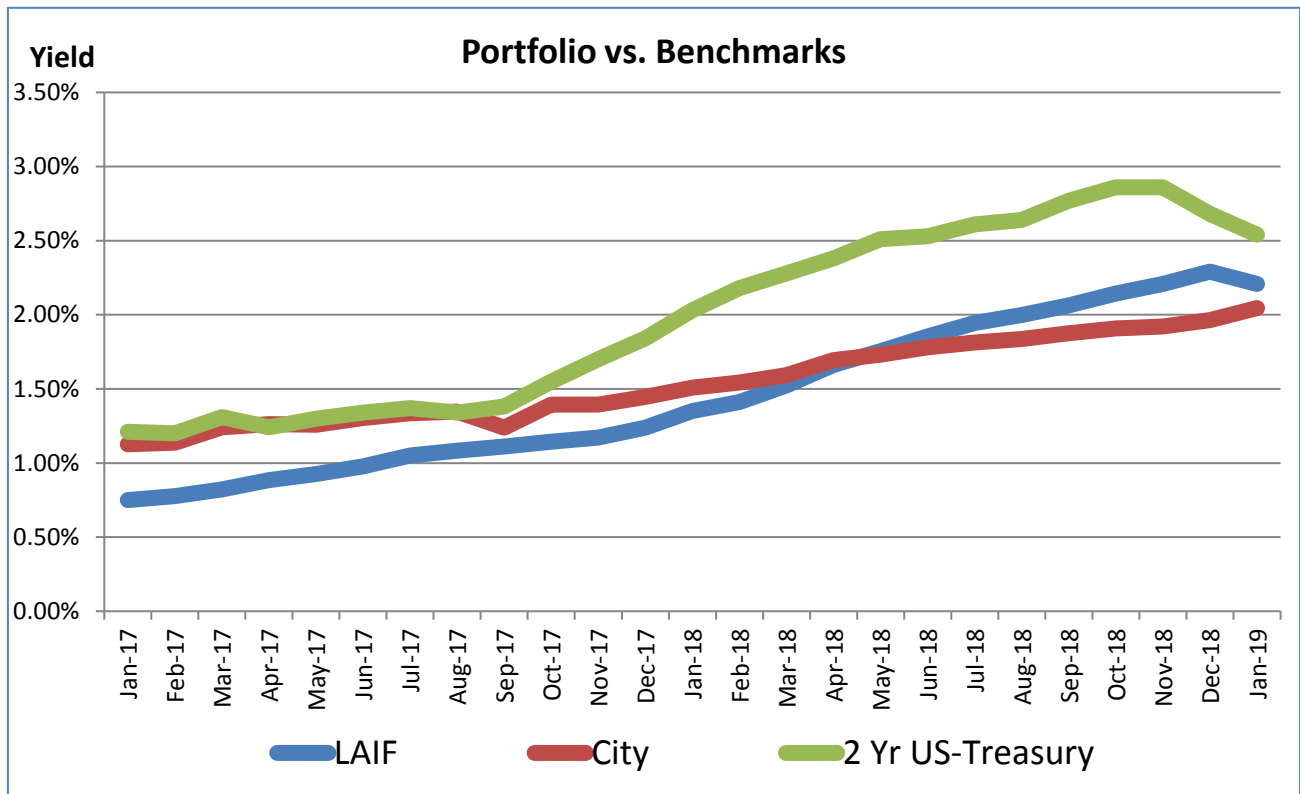
The following are the snapshots of City's investment portfolio as of January 31, 2019. The first chart shows the portfolio composition by investment type:



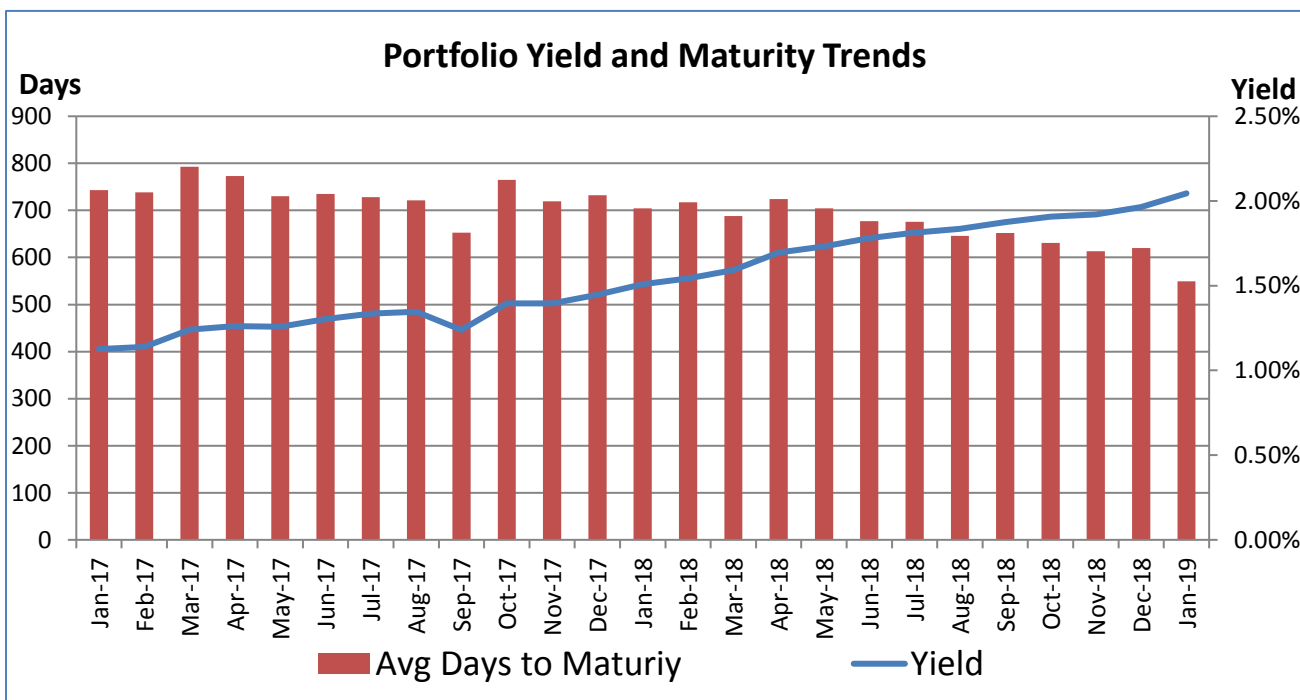
The chart below shows cash balances by fund type reconciled to City's financial system:



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 January 31, 2019

Investment Type	Settlement Date	Book Value	% of Portfolio	Market Value	YTM at Cost	Next Call Date	Date of Maturity
L A I F		\$ 48,684,710	34.54%	\$ 48,638,514	2.36%		
City Managed							
Fed Home Loan Bank	10/19/2015	4,000,000	2.84%	3,943,840	1.70%	4/19/2019	10/19/2020
Fed Home Loan Bank	6/30/2016	4,000,000	2.84%	3,907,520	1.50%	6/30/2021	6/30/2021
Fed Natn'l Mortgage Assn	8/25/2016	4,000,000	2.84%	3,887,120	1.40%	8/25/2021	8/25/2021
Fed Home Loan Mortgage	9/29/2016	2,000,000	1.42%	1,955,640	1.65%	3/29/2019	9/29/2021
Fed Natn'l Mortgage Assn	9/29/2016	4,000,000	2.84%	3,886,920	1.60%	3/29/2019	9/29/2021
Fed Home Loan Mortgage	10/27/2016	4,000,000	2.84%	3,904,480	1.60%	4/27/2019	10/27/2021
Fed Natn'l Mortgage Assn	10/28/2016	4,000,000	2.84%	3,863,160	1.55%	4/28/2019	10/28/2021
Fed Home Loan Mortgage	10/28/2016	2,000,000	1.42%	1,954,620	1.65%	4/28/2019	10/28/2021
Fed Home Loan Bank	11/15/2016	4,000,000	2.84%	3,896,960	1.55%	11/15/2021	11/15/2021
Fed Home Loan Bank	11/23/2016	3,000,000	2.13%	2,929,710	1.65%	2/23/2019	11/23/2021
Fed Home Loan Bank	11/23/2016	4,000,000	2.84%	3,903,880	1.63%	2/23/2019	11/23/2021
Fed Home Loan Mortgage	11/30/2016	4,000,000	2.84%	3,930,040	1.88%	2/26/2019	11/26/2021
Fed Home Loan Mortgage	6/29/2017	1,300,000	0.92%	1,281,722	2.15%	3/29/2019	6/29/2022
Fed Home Loan Bank	10/19/2017	3,850,000	2.73%	3,789,709	2.15%	10/19/2022	10/19/2022
Fed Natn'l Mortgage Assn	10/26/2017	4,150,000	2.94%	4,081,027	2.20%	4/26/2019	10/26/2022
Fed Home Loan Mortgage	1/30/2018	3,000,000	2.13%	2,979,990	2.50%	4/30/2019	1/30/2023
Treasury Note	4/30/2018	4,285,774	3.04%	4,332,645	2.73%	3/31/2023	3/31/2023
Sub Total/Average		\$ 59,585,774	42.28%	\$ 58,428,983	1.82%		
Money Market		\$ 1,184,323	0.84%	\$ 1,184,323	2.36%		
Total City Managed/Average		\$ 109,454,807	77.66%	\$ 108,251,820	2.18%		
City Managed - HighMark							
Fed Natn'l Mortgage Assn	8/18/2016	749,898	0.53%	745,058	1.18%	7/26/2019	7/26/2019
Fed Natn'l Mortgage Assn	8/23/2016	749,986	0.53%	744,713	1.25%	2/23/2019	8/23/2019
Fed Home Loan Mortgage	8/31/2016	750,000	0.53%	744,698	1.25%	8/15/2019	8/15/2019
Fed Home Loan Mortgage	10/7/2016	749,929	0.53%	744,195	1.29%	3/12/2019	9/12/2019
Fed Natn'l Mortgage Assn	10/11/2016	749,964	0.53%	747,000	1.22%	2/23/2019	5/23/2019
Fed Natn'l Mortgage Assn	10/24/2016	749,983	0.53%	743,618	1.25%	3/30/2019	9/30/2019
Fed Home Loan Mortgage	12/13/2016	1,001,306	0.71%	997,700	1.35%	5/30/2019	5/30/2019
Fed Home Loan Mortgage	12/29/2016	749,632	0.53%	747,960	1.37%	4/15/2019	4/15/2019
Fed Natn'l Mortgage Assn	12/29/2016	741,009	0.53%	737,891	1.39%	6/20/2019	6/20/2019
Fed Home Loan Bank	6/19/2018	946,957	0.67%	946,761	2.38%	5/28/2019	5/28/2019
Fed Home Loan Mortgage	9/14/2018	819,688	0.58%	819,893	2.56%	8/1/2019	8/1/2019
Fed Home Loan Bank	9/26/2018	746,407	0.53%	749,513	2.80%	3/30/2020	3/30/2020
Fed Home Loan Bank	11/6/2018	739,054	0.52%	742,973	2.87%	11/15/2019	11/15/2019
Fed Home Loan Mortgage	1/18/2019	998,954	0.71%	999,890	2.87%	4/23/2020	4/23/2020
Fed Home Loan Bank	1/31/2019	1,490,300	1.06%	1,490,355	2.87%	5/8/2019	5/8/2019
Money Market		91,105	0.06%	91,105	2.36%		
Sub Total/Average		\$ 12,824,173	9.10%	\$ 12,793,319	1.94%		
Bond Reserve Accounts - Held By Trustees		\$ 14,638,292	10.39%	\$ 14,656,545			
Cash/Deposits		\$ 1,840,412	1.31%	\$ 1,840,412			
PARS Trust		\$ 2,187,404	1.55%	\$ 2,419,807			
GRAND TOTAL/AVERAGE		\$ 140,945,088	100.00%	\$ 139,961,903			

Attachment: January 2019 Financial and Investment Report (2238 : Accept January 2019 Financial and Investment Report)



CITY OF MORGAN HILL CASH AND INVESTMENT REPORT
FOR THE MONTH OF JANUARY 31, 2019
FOR THE FISCAL YEAR OF 2018-19

	Invested in Fund	Yield	Book Value End of Month	% of Total	Market Value
Investments					
State Treasurer LAIF - City	All Funds Pooled	2.36%	\$ 44,679,231	31.70%	\$ 44,636,837
2015 Wastewater Rev Bonds - CIP	Wastewater Fund	2.36%	4,005,478	2.84%	4,001,678
Federal Issues	All Funds Pooled	1.50%	68,033,068	48.27%	66,798,553
US Treasury Notes	All Funds Pooled	2.73%	4,285,774	3.04%	4,332,645
Dreyfus Treas Cash Management Acct	All Funds Pooled	2.36%	1,275,428	0.90%	1,275,428
	SUBTOTAL		\$ 122,278,980	86.76%	\$ 121,045,140
Bond Reserve Accounts - held by trustees					
Zions Bank - Civic Center/Library Facility					
Blackrock Liq Fund	Debt Service	2.04%	244	0.00%	244
Zions Bank - MH Police Facility Lease Revenue Bonds					
Blackrock Liq Fund	Debt Service	2.04%	311	0.00%	311
BNY - RDA Bonds					
Dreyfus Cash Mgmt 521	Successor Fund	2.36%	7,250,779	5.14%	7,250,779
US Treasury Notes - Revenue Acct.	Successor Fund	0.00%	-	0.00%	-
US Treasury Notes - Reserve Acct.	Successor Fund	1.32%	6,862,871	4.87%	6,881,123
Zions Bank - MH Ranch 2015					
Blackrock Liq Funds Fed Fund -DI -2015	Agency Fund	2.04%	258,391	0.18%	258,391
Zions Bank - Madrone Bus Park Taxable/ Tax Exempt 2015					
Blackrock Liquidity Temp Fund-2015	Agency Fund	2.04%	265,696	0.19%	265,696
	SUBTOTAL		14,638,292	10.39%	14,656,545
Other Cash/Deposits					
General Checking	All Funds		1,803,300	1.28%	1,803,300
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			1,387,404	0.98%	1,546,207
PARS - PENSION Trust			800,000	0.57%	873,599
	SUBTOTAL		4,027,816	2.86%	4,260,219
Total Cash and Investments			\$ 140,945,088	100.00%	\$ 139,961,903

CASH ACTIVITY SUMMARY
FY 2018-19

Fund Type	07/01/18 Balance	Change in Cash Balance	1/31/2019 Balance
General Fund	\$ 15,044,885	\$ (519,842)	\$ 14,525,044
Community Development	3,419,872	(393,377)	3,026,495
RDA Successor Agency (except Housing)	12,277,198	3,400,643	15,677,841
Housing Successor Agency/ CDBG	4,150,303	(3,240,294)	910,009
Water - Operations	2,317,454	1,867,588	4,185,041
Water Other	4,954,819	629,984	5,584,804
Sewer - Operations	1,505,059	998,892	2,503,951
Sewer Other	29,212,866	721,058	29,933,924
Other Special Revenue	5,052,285	(367,947)	4,684,338
Streets and Capital Projects (except RDA)	42,155,711	(394,023)	41,761,688
Debt Service	253,454	(157,143)	96,311
Internal Service	12,991,987	1,453,005	14,444,992
Agency Funds (assessment dists./refundable deposits)	4,116,381	(505,733)	3,610,648
Total	\$ 137,452,276	\$ 3,492,812	\$ 140,945,088

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 2018-19
For the Seven Months Ended January 31, 2019
58% 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	\$ 10,131,882	\$ 10,131,882	\$ 5,367,378	53%	\$ 5,139,823	\$ 227,555	4%
Property Tax - RPTTF Residual Distribution	1,405,500	1,405,500	704,304	50%	265,874	438,430	165%
Property Tax - Supplemental Roll	276,150	276,150	121,175	44%	129,937	(8,762)	-7%
Sales Tax	9,601,124	9,601,124	6,169,761	64%	5,923,416	246,345	4%
Public Safety Sales Tax	380,000	380,000	214,251	56%	176,344	37,907	21%
Transient Occupancy Taxes	2,754,000	2,754,000	1,473,084	53%	1,414,110	58,974	4%
Franchise (Refuse, Cable, PG&E)	2,164,190	2,164,190	872,134	40%	810,757	61,377	8%
Property Transfer Tax	505,000	505,000	265,903	53%	228,924	36,980	16%
TOTAL TAXES	27,217,846	27,217,846	15,187,991	56%	14,089,184	1,098,807	8%
LICENSES/PERMITS							
Business License	196,000	196,000	193,083	99%	181,007	12,077	7%
Other Permits	4,800	4,800	3,811	79%	3,042	769	25%
TOTAL LICENSES/PERMITS	200,800	200,800	196,894	98%	184,049	12,846	7%
FINES AND PENALTIES							
Parking Enforcement	8,250	8,250	5,131	62%	4,079	1,052	26%
Bails & Fines	71,500	71,500	49,826	70%	29,641	20,185	68%
Administrative Citations	9,500	9,500	813	9%	8,650	(7,837)	-91%
TOTAL FINES AND PENALTIES	89,250	89,250	55,770	62%	42,370	13,400	32%
OTHER AGENCIES							
Motor Vehicle in-Lieu	23,934	23,934	-	0%	-	-	n/a
Other Revenue - Other Agencies	271,398	546,332	167,164	31%	422,898	(255,734)	-60%
TOTAL OTHER AGENCIES	295,332	570,266	167,164	29%	422,898	(255,734)	-60%
CHARGES CURRENT SERVICES							
Police False Alarm Charge	33,000	33,000	27,671	84%	17,556	10,115	58%
Business License Application Review	36,000	36,000	27,740	77%	22,386	5,354	24%
Membership Services & Rec Programs	6,241,196	6,241,196	3,713,057	59%	3,452,136	260,921	8%
Facility Rentals	898,700	898,700	576,954	64%	594,002	(17,048)	-3%
Community Services	147,840	147,840	37,634	25%	59,519	(21,885)	-37%
General Administration Overhead	1,709,712	1,709,712	995,232	58%	770,168	225,064	29%
Other Charges Current Services	926,641	926,641	332,727	36%	406,980	(74,253)	-18%
TOTAL CURRENT SERVICES	9,993,089	9,993,089	5,711,015	57%	5,322,747	388,268	7%
OTHER REVENUE							
Use of money/property	458,589	458,589	258,304	56%	209,329	48,975	23%
Other Revenues	254,014	329,269	370,940	113%	1,909,300	(1,538,360)	-81%
TOTAL OTHER REVENUE	712,603	787,858	629,244	80%	2,118,630	(1,489,385)	-70%
TRANSFERS IN							
Asset Seizure	-	15,840	-	0%	-	-	0%
Public Safety	100,000	100,000	48,809	49%	81,000	(32,191)	-40%
Streets	738,968	738,968	358,460	49%	323,000	35,460	11%
Police Impact	25,000	25,000	14,581	58%	14,581	-	n/a
Sewer Operations	349,376	349,376	203,805	58%	202,433	1,372	1%
Water Operations	349,376	349,376	203,805	58%	202,433	1,372	1%
Park Development	75,000	75,000	43,750	58%	43,750	-	n/a
TOTAL TRANSFERS IN	1,637,720	1,653,560	873,211	53%	867,197	6,014	1%
TOTAL GENERAL FUND	40,146,640	40,512,669	22,821,290	56%	23,047,074	(225,784)	-1%
SPECIAL REVENUE FUNDS							
202 STREET MAINTENANCE							
Gas Tax 2105 - 2107.5	751,089	751,089	360,256	48%	363,752	(3,496)	-1%
Interest / Other Revenue/Other Charges	-	-	1,594	n/a	591	1,003	170%
202 STREET MAINTENANCE	751,089	751,089	361,850	48%	364,343	(2,493)	-1%

Attachment: January 2019 Financial and Investment Report (2238 : Accept January 2019 Financial and Investment Report)



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2018-19
For the Seven Months Ended January 31, 2019
58% 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	202	202	643	318%	183	460	251%
Police Grant/SLEF/JAG	100,000	100,000	82,080	82%	72,750	9,330	13%
205 PUBLIC SAFETY TRUST	100,202	100,202	82,723	83%	72,933	9,790	13%
206 COMMUNITY DEVELOPMENT							
Building Fees	2,996,450	2,996,450	1,741,303	58%	1,364,917	376,386	28%
Planning Fees	1,396,529	1,396,529	798,353	57%	647,549	150,804	23%
Engineering Fees	462,524	462,524	258,656	56%	620,197	(361,541)	-58%
Other Revenue/Current Charges	24,265	24,265	32,876	135%	28,443	4,433	16%
206 COMMUNITY DEVELOPMENT	4,879,768	4,879,768	2,831,187	58%	2,661,105	170,082	6%
207 LONG RANGE PLANNING	741,894	741,894	423,265	57%	395,284	27,981	7%
215 and 216 HCD BLOCK GRANT							
Interest Income/Other Revenue	2,821	2,821	617	22%	1,670	(1,052)	-63%
215 and 216 HCD BLOCK GRANT	2,821	2,821	617	22%	1,670	(1,052)	-63%
225 ASSET SEIZURE	1,670	1,670	32,632	1954%	956	31,676	3313%
229 LIGHTING AND LANDSCAPE	188,591	188,591	99,265	53%	95,236	4,029	4%
230 COMMUNITY FACILITIES DISTRICT	44,198	44,198	34,202	77%	23,426	10,777	46%
232 ENVIRONMENTAL PROGRAMS	394,158	394,158	256,308	65%	293,241	(36,932)	-13%
234 MOBILE HOME PARK RENT STAB.	661	661	8,988	1360%	2,784	6,204	223%
235 SENIOR HOUSING	3,347	3,347	2,119	63%	1,548	572	37%
236 HOUSING MITIGATION	1,613,912	2,613,912	984,463	38%	1,889,978	(905,515)	-48%
240 EMPLOYEE ASSISTANCE	28,949	28,949	12,969	45%	16,536	(3,568)	-22%
247 ENVIRONMENT REMEDIATION	2,118	2,118	1,281	60%	984	297	30%
250 COMH-SUCCESSOR AGENCY-MHRDA	7,946,430	7,946,430	11,902,300	150%	8,753,073	3,149,227	36%
255 HOUSING SUCCESSOR AGENCY	2,386,006	2,386,006	56,145	2%	216,747	(160,602)	-74%
TOTAL SPECIAL REVENUE FUNDS	19,085,815	20,085,815	17,090,314	85%	14,789,842	2,300,471	16%
CAPITAL PROJECTS FUNDS							
301 PARK DEVELOPMENT	7,959,013	8,032,013	1,448,699	18%	1,555,862	(107,162)	-7%
302 PARK MAINTENANCE	1,320,332	1,320,332	456,972	35%	1,149,065	(692,094)	-60%
303 LOCAL DRAINAGE	1,394,482	1,394,482	370,479	27%	1,691,261	(1,320,781)	-78%
304 LOCAL DRAINAGE/NON AB1600	80,981	80,981	97,348	120%	144,565	(47,216)	-33%
306 AGRICULTURE & OPEN SPACE PRESERVATION	2,652,538	2,652,538	1,960,702	74%	546,198	1,414,504	259%
308 STREET CIP	3,861,662	3,861,662	1,820,183	47%	1,656,464	163,719	10%
309 TRAFFIC IMPACT	17,251,157	19,501,157	1,694,889	9%	211,693	1,483,196	701%
311 POLICE IMPACT	277,713	277,713	217,778	78%	158,279	59,500	38%
313 FIRE IMPACT	349,306	349,306	218,283	62%	50,256	168,027	334%
346 PUBLIC FACILITIES NON-AB1600	590,499	590,499	134,923	23%	77,027	57,897	75%
347 PUBLIC FACILITIES IMPACT	198,932	198,932	154,207	78%	108,074	46,134	43%
348 LIBRARY	909,565	909,565	588,339	65%	355,733	232,607	65%
350 UNDERGROUNDING	45,800	45,800	141,065	308%	200,559	(59,495)	-30%
355 SCHOOL PEDESTRIAN/TRAFFIC SAFETY	684,678	749,778	30,844	4%	75,763	(44,919)	-59%
360 COMMUNITY/REC IMPACT FUND	1,275,010	1,415,260	757,119	53%	563,705	193,414	34%
TOTAL CAPITAL PROJECTS FUNDS	38,851,668	41,380,018	10,091,832	24%	8,544,503	1,547,329	18%
DEBT SERVICE FUNDS							
420 CIVIC CENTER DEBT	298,856	298,856	174,248	58%	172,360	1,888	1%
441 POLICE FACILITY BOND	375,764	375,764	187,364	50%	229,220	(41,856)	-18%
TOTAL DEBT SERVICE FUNDS	674,620	674,620	361,612	54%	401,580	(39,968)	-10%

Attachment: January 2019 Financial and Investment Report (2238 : Accept January 2019 Financial and Investment Report)



City of Morgan Hill
Year to Date Revenues - Fiscal Year 2018-19
For the Seven Months Ended January 31, 2019
58% 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	10,391,000	10,391,000	6,069,397	58%	5,662,239	407,158	7%
Interest Income/Transfers	37,151	37,151	18,786	51%	15,325	3,462	23%
Other Revenue/Current Charges	318,700	318,700	675,329	212%	192,884	482,445	250%
640 SEWER OPERATION	10,746,851	10,746,851	6,763,512	63%	5,870,448	893,064	15%
641 SEWER EXPANSION							
Interest Income	215,856	215,856	166,019	77%	102,008	64,011	63%
Development Impact Fee	4,717,263	4,717,263	3,691,964	78%	2,012,508	1,679,456	83%
Transfers/Other	-	-	-	0%	0	(0)	-100%
641 SEWER EXPANSION	4,933,119	4,933,119	3,857,983	78%	2,114,516	1,743,467	82%
642 SEWER RATE STABILIZATION	38,641	38,641	24,347	63%	17,790	6,557	37%
643 SEWER-CAPITAL PROJECT	2,797,976	2,797,976	1,697,343	61%	1,455,004	242,339	17%
TOTAL SEWER FUNDS	18,516,587	18,516,587	12,343,185	67%	9,457,759	2,885,426	31%
650 WATER OPERATION							
Water Sales	12,435,000	12,435,000	7,990,250	64%	6,903,156	1,087,093	16%
Meter Install & Service	123,000	123,000	81,325	66%	216,087	(134,762)	-62%
Transfers-In / Interest Income	440,840	440,840	264,868	60%	255,731	9,136	4%
Other Revenue/Current Charges	752,660	752,660	587,151	78%	516,648	70,502	14%
650 WATER OPERATION	13,751,500	13,751,500	8,923,593	65%	7,891,623	1,031,970	13%
651 WATER EXPANSION							
Interest Income/Other Revenue/Transfer	47,561	47,561	28,774	60%	25,389	3,385	13%
Development Impact Fee	1,311,698	1,311,698	1,035,702	79%	526,783	508,919	97%
651 WATER EXPANSION	1,359,259	1,359,259	1,064,476	78%	552,172	512,304	93%
652 Water Rate Stabilization	8,223	8,223	5,209	63%	296,290	(291,081)	-98%
653 Water Capital Project	2,400,895	2,400,895	1,509,085	63%	796,707	712,378	89%
TOTAL WATER FUNDS	17,519,877	17,519,877	11,502,363	66%	9,536,792	1,965,571	21%
TOTAL ENTERPRISE FUNDS	36,036,464	36,036,464	23,845,548	66%	18,994,551	4,850,997	26%
INTERNAL SERVICE FUNDS							
730 INFORMATION SYSTEMS	1,870,983	1,870,983	1,102,963	59%	938,036	164,927	18%
740 BUILDING MAINTENANCE	3,326,619	3,380,619	1,980,732	59%	1,820,764	159,968	9%
741 BUILDING REPLACEMENT	789,958	789,958	448,637	57%	290,065	158,573	55%
745 CIP ADMINISTRATION	1,780,750	1,780,750	739,722	42%	768,242	(28,520)	-4%
760 UNEMPLOYMENT INSURANCE	2,324	2,324	1,494	64%	1,151	343	30%
770 WORKERS COMPENSATION	775,343	775,343	472,746	61%	640,664	(167,918)	-26%
790 EQUIPMENT REPLACEMENT	1,064,433	1,123,757	712,488	63%	585,170	127,318	22%
791 EMPLOYEE BENEFITS	1,171,099	1,171,099	792,562	68%	358,353	434,209	121%
793 CORPORATION YARD COMMISSION	-	-	2,830	0%	1,850	981	53%
795 GENERAL LIABILITY INSURANCE	1,020,581	1,020,581	595,946	58%	554,481	41,465	7%
TOTAL INTERNAL SERVICE FUNDS	11,802,090	11,915,414	6,850,121	57%	5,958,777	891,344	15%
TOTAL FOR ALL FUNDS	\$ 146,597,297	\$ 150,605,000	\$ 81,060,716	54%	\$ 71,736,327	\$ 9,324,389	13%

Attachment: January 2019 Financial and Investment Report (2238 : Accept January 2019 Financial and Investment Report)



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2018-19
For the Month and Seven Months Ended January 31, 2019
58% 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	\$ 91,777	\$ 337,607	\$ 209,749	\$ 25,453	\$ 235,201	70%	\$ 151,000
	CITY ATTORNEY	52,528	768,318	362,964	120,748	483,712	63%	400,000
	CITY MANAGER	6,869	433,799	226,933	67,552	294,486	68%	1,930,000
	HUMAN RESOURCES	112,489	846,813	476,705	23,478	500,183	59%	420,000
	COUNCIL SVCS & RECORDS MGMT							
	Council Svcs & Records Mgmt	35,495	614,068	318,445	4,800	323,245	53%	330,000
	Elections	122,787	322,533	135,542	-	135,542	42%	60,000
	COUNCIL SVCS & RECORDS MGMT	158,283	936,601	453,987	4,800	458,787	49%	390,000
	FINANCE	121,823	1,720,130	928,150	40,394	968,544	56%	930,000
	TOTAL ADMINISTRATION	543,768	5,043,269	2,658,487	282,425	2,940,912	58%	4,240,000
II. COMMUNITY SERVICES								
	Membership Services & Rec. Programs	317,195	6,309,009	3,355,331	940,153	4,295,483	68%	3,190,000
	Recreation Facility Rentals	110,127	1,355,732	759,556	30,916	790,472	58%	750,000
	Community Services	50,816	653,307	323,922	57,570	381,492	58%	390,000
	Environmental Services	18,031	303,894	121,503	-	121,503	40%	100,000
	Street Maintenance	201,161	2,362,851	1,275,106	132,667	1,407,773	60%	1,110,000
	Downtown Maintenance	32,597	354,644	195,744	31,015	226,759	64%	150,000
	Cable Television	1,757	21,581	11,907	-	11,907	55%	10,000
	COMMUNITY SERVICES	731,684	11,361,018	6,043,069	1,192,321	7,235,390	64%	5,720,000
	CODE COMPLIANCE	12,237	150,464	83,625	-	83,625	56%	60,000
	CONGESTION MANAGEMENT	1,334	81,861	37,024	-	37,024	45%	50,000
	ECONOMIC DEVELOPMENT PROGRAMS	65,002	947,260	413,186	161,163	574,349		
	TOTAL COMMUNITY SERVICES	810,258	12,540,603	6,576,904	1,353,484	7,930,388	63%	5,850,000
III. PUBLIC SAFETY								
	POLICE							
	PD Administration	88,648	1,222,942	723,678	40,615	764,294	62%	640,000
	Field Operations	1,338,847	9,285,273	5,003,375	177,870	5,181,246	56%	4,370,000
	Support Services	175,466	2,288,547	1,257,551	11,071	1,268,622	55%	1,160,000
	Emergency Services/Haz Mat	14,016	187,057	95,365	-	95,365	51%	100,000
	Special Operations	183,446	2,748,496	1,132,785	-	1,132,785	41%	1,580,000
	Dispatch Services	127,944	1,674,402	898,597	5,029	903,626	54%	900,000
	POLICE	1,928,368	17,406,718	9,111,351	234,586	9,345,937	54%	8,770,000
	FIRE	543,514	6,959,059	3,844,539	53,756	3,898,294	56%	3,470,000
	TOTAL PUBLIC SAFETY	2,471,882	24,365,777	12,955,890	288,342	13,244,232	54%	12,250,000
IV. TRANSFERS								
	Other	151,753	2,127,498	1,062,271	-	1,062,271	50%	1,180,000
	TOTAL TRANSFERS	151,753	2,127,498	1,062,271	-	1,062,271	50%	1,180,000
	TOTAL GENERAL FUND	3,977,660	44,077,146	23,253,552	1,924,251	25,177,802	57%	23,530,000

Attachment: January 2019 Financial and Investment Report (2238 : Accept January 2019 Financial and Investment Report)



City of Morgan Hill
Year to Date Expenses - Fiscal Year 2018-19
For the Month and Seven Months Ended January 31, 2019
58% 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	326	742,877	360,742	-	360,742	49%	32%
205	PUBLIC SAFETY/SUPP.LAW	545	106,536	52,624	-	52,624	49%	8%
206	COMMUNITY DEVELOPMENT FUND							
	Planning	176,098	2,597,350	1,261,727	306,320	1,568,046	60%	1,04%
	Building	148,486	1,976,108	970,158	275,469	1,245,628	63%	99%
	Engineering	105,708	1,668,062	775,646	596,753	1,372,399	82%	72%
206	COMMUNITY DEVELOPMENT FUND	430,292	6,241,520	3,007,531	1,178,542	4,186,073	67%	2,77%
207	LONG RANGE PLANNING	41,474	1,383,881	335,277	573,716	908,994	66%	33%
215/216	CDBG	413	4,961	3,227	-	3,227	65%	1%
225	ASSET SEIZURE	-	15,840	-	-	-	0%	-
229	LIGHTING AND LANDSCAPE	16,482	195,274	108,769	15,942	124,710	64%	10%
230	COMMUNITY FACILITIES DISTRICT	2,121	46,262	13,992	-	13,992	30%	11%
232	ENVIRONMENT PROGRAMS	31,350	406,727	215,917	-	215,917	53%	24%
234	MOBILE HOME PARK	34	405	238	-	238	59%	-
236	HOUSING MITIGATION	124,333	3,323,394	1,477,871	163,614	1,641,485	49%	33%
240	EMPLOYEE ASSISTANCE	1,636	28,430	6,104	-	6,104	21%	1%
247	ENVIRONMENTAL REMEDIATION	914	-	2,936	807	3,743	0%	-
250	COMH-SUCCESSOR AGENCY-MHRDA	2,605,543	7,983,635	8,502,528	23,890	8,526,418	107%	5,13%
255	HOUSING SUCCESSOR AGENCY	73,662	3,679,973	3,517,759	892,813	4,410,572	120%	1,32%
TOTAL SPECIAL REVENUE FUNDS		3,329,126	24,159,715	17,605,515	2,849,324	20,454,839	85%	10,68%
CAPITAL PROJECT FUNDS								
301	PARK DEVELOPMENT	47,202	8,952,955	225,098	572,434	797,532	9%	3,49%
302	PARK MAINTENANCE	112,437	1,248,941	650,099	177,649	827,748	66%	57%
303	LOCAL DRAINAGE	18,488	2,773,416	68,860	9,895	78,755	3%	1%
304	LOCAL DRAIN. NON-AB1600	(4,336)	338,627	1,640	-	1,640	0%	5%
306	AGRICULTURE & OPEN SPACE PRESERVATION	171,042	8,483,054	2,517,970	60,529	2,578,500	30%	2%
308	STREET CIP	44,517	5,392,576	1,671,123	486,657	2,157,780	40%	2,09%
309	TRAFFIC IMPACT	33,848	22,743,433	4,653,124	167,511	4,820,635	21%	1,52%
311	POLICE IMPACT	2,556	228,096	117,417	314	117,731	52%	13%
313	FIRE IMPACT	416	172,227	23,609	314	23,923	14%	-
346	PUBLIC FAC.NON AB1600	6,263	1,041,119	119,416	32,748	152,164	15%	54%
347	PUBLIC FACILITIES IMPACT	381	84,479	3,371	314	3,685	4%	-
348	LIBRARY IMPACT	56,729	3,849,962	334,342	95,689	430,031	11%	19%
350	UNDERGROUNDING	85	56,024	595	-	595	1%	-
355	SCHOOL PEDESTRIAN & TRAFFIC SAFETY	8,667	1,830,740	32,415	29,428	61,843	3%	24%
360	COMM/REC CENTER IMPACT	3,448	2,419,177	59,365	133,591	192,956	0%	11%
TOTAL CAPITAL PROJECTS FUNDS		501,741	59,614,827	10,478,442	1,767,076	12,245,518	21%	8,90%
DEBT SERVICE FUNDS								
420	CIVIC CENTER DEBT	1,569	308,656	224,302	-	224,302	73%	20%
441	POLICE FACILITY BOND DEBT	1,285	380,313	294,920	-	294,920	78%	29%
TOTAL DEBT SERVICE FUNDS		2,854	688,969	519,222	-	519,222	75%	50%

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City of Morgan Hill
 Year to Date Expenses - Fiscal Year 2018-19
 For the Month and Seven Months Ended January 31, 2019
 58% 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	824,501	11,311,787	5,701,206	189,002	5,890,209	52%	5,411
641	SEWER CAPITAL EXPANSION	42,356	4,406,573	757,407	412,948	1,170,355	27%	710
642	SEWER RATE STABILIZATION	86	1,027	602	-	602	59%	1
643	SEWER-CAPITAL PROJECTS	487,442	11,033,664	3,891,874	702,162	4,594,036	42%	2,441
TOTAL SEWER FUND(S)		1,354,384	26,753,051	10,351,089	1,304,112	11,655,202	44%	8,571
WATER								
	Water Operations	1,055,930	12,440,123	6,275,066	1,524,327	7,799,393	63%	5,460
	Utility Billing	64,556	809,160	442,763	27,526	470,288	58%	421
	Water Conservation	6,332	210,082	51,299	50,000	101,299	48%	50
650	WATER OPERATIONS	1,126,818	13,459,365	6,769,127	1,601,853	8,370,980	62%	5,931
651	WATER CAPITAL EXPANSION	63,362	3,374,572	1,203,678	1,070,828	2,274,507	67%	331
652	WATER RATE STABILIZATION	28	335	196	-	196	59%	1
653	WATER-CAPITAL PROJECTS	24,275	2,535,148	686,025	145,497	831,522	33%	941
TOTAL WATER FUND(S)		1,214,482	19,369,421	8,659,026	2,818,178	11,477,205	59%	7,221
TOTAL ENTERPRISE FUNDS		2,568,867	46,122,472	19,010,116	4,122,291	23,132,406	50%	15,801
INTERNAL SERVICE FUNDS								
730	INFORMATION SYSTEMS	135,926	2,013,703	864,046	22,857	886,903	44%	1,041
740	BUILDING MAINTENANCE	291,671	3,430,986	1,666,613	303,095	1,969,708	57%	1,721
741	BUILDING REPLACEMENT	-	429,806	225,663	48,132	273,794	64%	241
745	CIP ADMINISTRATION	107,556	1,813,012	748,367	30,840	779,207	43%	781
760	UNEMPLOYMENT	-	10,000	930	-	930	9%	1
770	WORKERS COMPENSATION	6,155	947,795	447,677	-	447,677	47%	871
790	EQUIPMENT REPLACEMENT	-	1,332,012	21	801,576	801,596	60%	401
791	EMPLOYEE BENEFITS FUND	89,062	600,000	725,336	-	725,336	121%	481
793	CORP YARD COMMISSION	-	1,903	1,220	-	1,220	0%	1
795	GEN. LIABILITY INSURANCE	64,713	1,010,346	838,897	-	838,897	83%	651
TOTAL INTERNAL SERVICE FUNDS		695,084	11,589,562	5,518,770	1,206,499	6,725,269	58%	6,251
REPORT TOTAL		\$ 11,075,332	\$ 186,252,690	\$ 76,385,616	\$ 11,869,440	\$ 88,255,056	47%	\$ 65,681

Attachment: January 2019 Financial and Investment Report (2238 : Accept January 2019 Financial and Investment Report)

 City of Morgan Hill Fund Activity Summary - Fiscal Year 2018-19 For the Seven Months Ended January 31, 2019 58% of Year Complete										
Fund No.	Fund	Fund Balance 06-30-18		Revenues		Expenses		Year to-Date Deficit or Carryover	Ending Fund Balance	
		YTD Actual	% of Budget	YTD Actual	% of Budget	YTD Actual	% of Budget		Reserved ¹	Unreserved
010	GENERAL FUND	\$ 17,604,727	\$ 22,821,290	56%	\$ 23,253,552	53%	\$ (432,262)	\$ (432,262)	\$ 1,924,251	\$ 15,248,214
	TOTAL GENERAL FUND	\$ 17,604,727	\$ 22,821,290	56%	\$ 23,253,552	53%	\$ (432,262)	\$ (432,262)	\$ 1,924,251	\$ 15,248,214
202	STREET MAINTENANCE	58,830	361,850	48%	360,742	49%	1,108	-	-	59,938
205	PUBLIC SAFETY/SUPPL. LAW	50,422	82,723	83%	52,624	46%	30,098	-	-	80,520
206	COMMUNITY DEVELOPMENT	2,001,953	2,831,187	58%	3,007,531	48%	(176,344)	1,178,542	1,178,542	647,067
207	LONG RANGE PLANNING	1,160,548	423,265	57%	335,277	24%	87,987	573,716	573,716	674,819
215 / 216	CDBG	59,981	617	22%	3,227	0%	(2,609)	-	-	57,372
225	ASSET SEIZURE	111,921	32,632	1954%	-	0%	32,632	-	-	144,553
229	LIGHTING AND LANDSCAPE	157,826	99,265	53%	108,769	56%	(9,504)	15,942	15,942	132,381
230	COMMUNITY FACILITIES DISTRICT	82,203	34,202	77%	13,992	0%	20,210	-	-	102,413
232	ENVIRONMENTAL PROGRAMS	243,732	256,308	65%	215,917	53%	40,391	-	-	284,123
234	MOBILE HOME PK RENT STAB.	43,345	8,988	1360%	238	59%	8,750	-	-	52,095
235	SENIOR HOUSING	224,078	2,119	63%	-	0%	2,119	-	-	226,197
236	HOUSING MITIGATION	2,714,194	984,463	38%	1,477,871	44%	(493,408)	163,614	163,614	2,057,172
240	EMPLOYEE ASSISTANCE	38,932	12,969	45%	6,104	21%	6,865	-	-	45,797
247	ENVIRONMENT REMEDIATION	135,819	1,281	60%	2,936	0%	(1,655)	807	807	133,357
250	COMH-SUCCESSOR AGENCY-MHRDA	(877,559)	11,902,300	150%	8,502,528	106%	3,399,772	14,137,539	14,137,539	(11,615,326)
255	HOUSING SUCCESSOR AGENCY	4,072,877	56,145	2%	3,517,759	96%	(3,461,614)	892,813	892,813	(281,550)
260	PUBLIC ART	111	-	n/a	-	-	-	-	-	111
	TOTAL SPECIAL REVENUE FUNDS	\$ 10,279,213	\$ 17,090,314	85%	\$ 17,605,515	73%	\$ (515,201)	\$ 16,962,973	\$ 16,962,973	\$ (7,198,961)
301	PARK DEV. IMPACT FUND	2,787,306	1,448,699	18%	225,098	3%	1,223,602	572,434	572,434	3,438,473
302	PARK MAINTENANCE	4,265,806	456,972	35%	650,099	52%	(193,127)	177,649	177,649	3,895,030
303	LOCAL DRAINAGE	10,405,902	370,479	27%	68,860	2%	301,620	9,895	9,895	10,697,627
304	LOCAL DRAINAGE/NON-AB1600	1,409,474	97,348	120%	1,640	0%	95,709	-	-	1,505,183
306	AGRICULTURE AND OPEN SPACE PRESERV	7,017,877	1,960,702	74%	2,517,970	30%	(557,268)	60,529	60,529	6,400,079
308	STREET CIP	2,333,919	1,820,183	47%	1,671,123	31%	149,060	486,657	486,657	1,996,322
309	TRAFFIC IMPACT FUND	3,437,980	1,694,889	9%	4,653,124	20%	(2,958,235)	167,511	167,511	312,234
311	POLICE IMPACT FUND	(736,934)	217,778	78%	117,417	51%	100,361	314	314	(636,887)
313	FIRE IMPACT FUND	3,906,952	218,283	62%	23,609	14%	194,674	314	314	4,101,312
346	PUBLIC FACILITIES NON-AB1600	166,110	134,923	23%	119,416	11%	15,507	314	314	181,303
347	PUBLIC FACILITIES IMPACT FUND	520,300	154,207	78%	3,371	4%	150,836	95,689	95,689	575,447
348	LIBRARY IMPACT FUND	2,371,544	588,339	65%	334,342	9%	253,997	-	-	2,625,541
350	UNDERGROUNDING	707,205	141,065	308%	595	1%	140,470	29,428	29,428	818,246
355	SCHOOL PEDESTRIAN/TRAFFIC SFY	1,502,442	30,844	4%	32,415	2%	(1,571)	133,591	133,591	1,367,280
360	COMM/REC CTR IMPACT FUND	1,113,663	757,119	53%	59,365	0%	697,754	-	-	1,811,417
	TOTAL CAPITAL PROJECT FUNDS	\$ 41,209,546	\$ 10,091,832	24%	\$ 10,478,442	18%	\$ (386,610)	\$ 1,734,328	\$ 1,734,328	\$ 39,088,608
420	CIVIC CENTER DEBT	171,658	174,248	58%	224,302	73%	(50,054)	244	244	121,360
441	POLICE FACILITY BOND DEBT	82,263	187,364	50%	294,920	78%	(107,556)	311	311	(25,604)
	TOTAL DEBT SERVICE FUNDS	\$ 253,921	\$ 361,612	54%	\$ 519,222	75%	\$ (157,610)	\$ 555	\$ 555	\$ 95,756

Fund No.	Fund	 City of Morgan Hill Fund Activity Summary - Fiscal Year 2018-19 For the Seven Months Ended January 31, 2019 58% of Year Complete									
		Fund Balance		Revenues		Expenses		Year to-Date		Ending Fund Balance	
		06-30-18		YTD Actual	% of Budget	YTD Actual	% of Budget	Deficit or Carryover		Reserved ¹	Unreserved

640	SEWER OPERATIONS	\$ 2,901,439	\$ 6,763,512	63%	\$ 5,701,206	50%	\$ 1,062,306		189,002		3,774,742
641	SEWER IMPACT FUND*	15,556,702	3,857,983	78%	757,407	17%	3,100,576		412,948		18,244,330
642	SEWER RATE STABILIZATION	2,574,831	24,347	63%	602	59%	23,745		-		2,598,576
643	SEWER-CAPITAL PROJECTS	9,316,726	1,697,343	61%	3,891,874	35%	(2,194,531)		702,162		6,420,033
650	WATER OPERATIONS	3,409,384	8,923,593	65%	6,769,127	50%	2,154,466		1,601,853		3,961,997
651	WATER IMPACT FUND*	2,680,718	1,064,476	78%	1,203,678	36%	(139,202)		1,070,828		1,470,688
652	WATER RATE STABILIZATION	514,170	5,209	63%	196	59%	5,013		-		519,183
653	WATER -CAPITAL PROJECT	564,089	1,509,085	63%	686,025	27%	823,060		145,497		1,241,652
TOTAL ENTERPRISE FUNDS		\$ 37,518,059	\$ 23,845,548	66%	\$ 19,010,116	41%	\$ 4,835,433	\$ 4,122,291	\$ 38,231,201		

730	INFORMATION SERVICES	\$ 591,635	\$ 1,102,963	59%	\$ 864,046	43%	\$ 238,916		22,857		807,694
740	BUILDING MAINTENANCE	(4,788)	1,980,732	59%	1,666,613	49%	314,120		303,095		6,237
741	BUILDING REPLACEMENT	2,081,486	448,637	57%	225,663	53%	222,975		48,132		2,256,329
745	CIP ENGINEERING	62,962	739,722	42%	748,367	41%	(8,645)		30,840		23,477
760	UNEMPLOYMENT	152,405	1,494	64%	930	9%	564		-		152,969
770	WORKERS COMPENSATION	1,783,179	472,746	61%	447,677	47%	25,069		30,000		1,758,248
790	EQUIPMENT REPLACEMENT	4,432,003	712,488	63%	21	0%	712,467		801,576		4,342,894
791	EMPLOYEE BENEFITS FUNDS	(364,078)	792,562	68%	725,336	121%	67,226		-		(296,852)
793	CORP YARD COMMISSION	-	2,830	0%	1,220	0%	1,611		-		1,611
795	GEN. LIABILITY INSURANCE	1,341,056	595,946	58%	838,897	83%	(242,951)		-		1,098,105
TOTAL INTERNAL SERVICE FUNDS		\$ 10,055,860	\$ 6,850,121	57%	\$ 5,518,770	48%	\$ 1,331,351	\$ 1,236,499	\$ 10,150,712		

SUMMARY BY FUND TYPE

GENERAL FUND GROUP	\$ 17,604,727	\$ 22,821,290	56%	\$ 23,253,552	53%	\$ (432,262)	\$ 1,924,251	\$ 15,248,214
SPECIAL REVENUE GROUP	10,279,213	17,090,314	85%	17,605,515	73%	(515,201)	16,962,973	(7,198,961)
DEBT SERVICE GROUP	253,921	361,612	54%	519,222	75%	(157,610)	555	95,756
CAPITAL PROJECTS GROUP	41,209,546	10,091,832	24%	10,478,442	18%	(386,610)	1,734,328	39,088,608
ENTERPRISE GROUP	37,518,059	23,845,548	66%	19,010,116	41%	4,835,433	4,122,291	38,231,201
INTERNAL SERVICE GROUP	10,055,860	6,850,121	57%	5,518,770	48%	1,331,351	1,236,499	10,150,712
TOTAL ALL GROUPS	\$ 116,921,326	\$ 81,060,716	54%	\$ 76,385,616	41%	\$ 4,675,100	\$ 25,980,897	\$ 95,615,529

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: March 20, 2019

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

ACCEPT SUBDIVISION PUBLIC IMPROVEMENTS - BARLEY PLACE – TRACT NO. 10239

RECOMMENDATION(S)

1. Accept the subdivision public improvements for Barley Place – Tract No. 10239;
2. Authorize the City Engineer to sign a Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety

2019 Strategic Priorities

Infrastructure

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

Barley Place - Tract 10239 is a 16-unit condo subdivision located at the southeast corner Main Avenue and Depot Street (Attachment No. 1 – Site Map). The subdivision improvements have been completed in accordance with the requirements of the Subdivision Improvements Agreement between the City of Morgan Hill and Barley Place LLC. dated September 27, 2016 and as specifically set forth in the plans and specifications approved by the City.

To date, the total length of streets previously accepted by the City is 128.29 miles.

There are no new streets to be accepted as part of this development. Public improvements being accepted are frontage public improvements along Main Avenue and Depot Street.

The value of the public improvements being accepted is \$133,932.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the project acceptance.

ALTERNATIVE ACTIONS: Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council approved the Final Map and Subdivision Improvements Agreement for Barley Place – Tract No. 10239 on May 18, 2016.

FISCAL AND RESOURCE IMPACT:

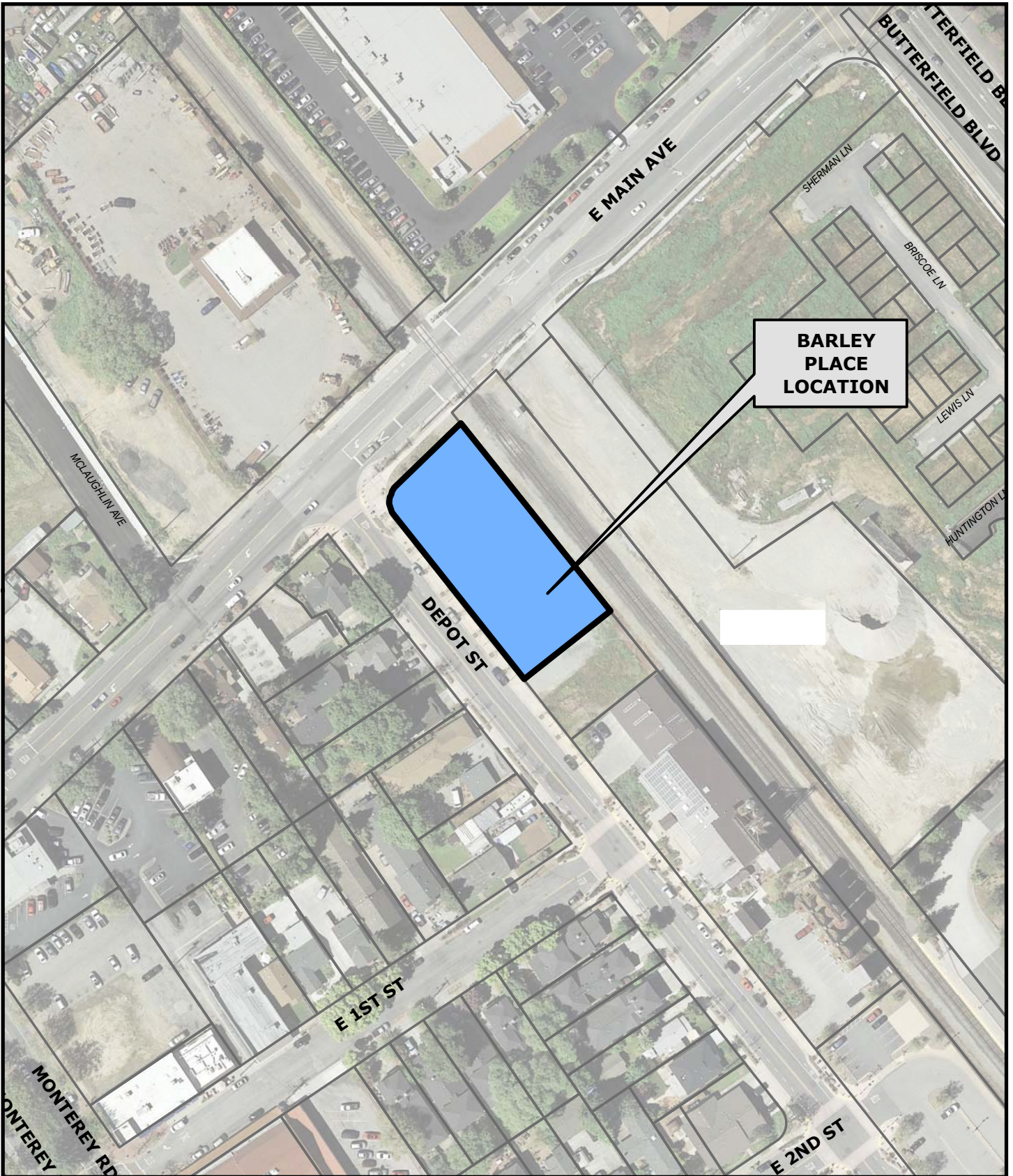
Staff time for this project was paid by the developer's land development fees.

CEQA (California Environmental Quality Act):

An Environmental Impact Report (EIR) was prepared and certified for the Downtown Specific Plan. An addendum analyzing the project was completed in September 2015, which concluded the project is consistent with the development projections analyzed in the EIR for the project site. No further environmental assessment was required. The project was subject to compliance with the mitigation measures of the Downtown Specific Plan EIR on file in the Community Development Department.

LINKS/ATTACHMENTS:

1. Site Map
2. Notice of Completion



CITY OF MORGAN HILL
Development Services
Land Development Engineering

G:\R-14\Proj\GIS\John\Charlie_BarleyPlaceTr10235.mxd

SITE MAP
BARLEY PLACE
TRACT 10239



Attachment: Site Map [Revision 1] (1855 : ACCEPT SUBDIVISION PUBLIC IMPROVEMENTS - BARLEY PLACE - TRACT NO. 10239)

Record at the Request of
and When Recorded Mail to:

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

Record at No Fee Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

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

- 1) On **September 27, 2016**, the City of Morgan Hill, a Municipal Corporation, entered into a contract with **Barley Place LLC** for the **Barley Place – TRACT NO. 10239** subdivision project located on the southeast corner of Main Avenue and Depot Street, Morgan Hill, California.
- 2) The owner of the subdivision public improvements is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037
- 3) The contractor is **Barley Place LLC**.
- 4) The surety is **The Hanover Insurance Company**.
- 5) The project was completed on **February 1, 2019** and accepted by the City Council of the City of Morgan Hill on **March 20, 2019**.

CITY OF MORGAN HILL, a Municipal Corporation

By _____
Scott Creer
City Engineer

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

Executed on _____, at Morgan Hill, California.

Scott Creer
City Engineer

Attachment: Notice of Completion (1855 : ACCEPT SUBDIVISION PUBLIC IMPROVEMENTS - BARLEY PLACE – TRACT NO. 10239)



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

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

ACCEPT SUBDIVISION PUBLIC IMPROVEMENTS - SHADOW PINES – TRACT NO. 10258

RECOMMENDATION(S)

1. Accept the subdivision public improvements for Shadow Pines – Tract No. 10258;
2. Authorize the City Engineer to sign a Notice of Completion; and
3. Direct the City Clerk to file the Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety

2019 Strategic Priorities

Infrastructure

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

Shadow Pines - Tract 10258 is a 12 Lot subdivision located at the northwest corner Church Street and Tennant Avenue (Attachment No. 1 – Site Map). The subdivision improvements have been completed in accordance with the requirements of the Subdivision Improvements Agreement between the City of Morgan Hill and Gera Family Partnership A, LP dated August 13, 2014 and as specifically set forth in the plans and specifications approved by the City.

To date, the total length of streets previously accepted by the City is 128.29 miles.

There are no new streets to be accepted as part of this development. Public improvements being accepted are frontage public improvements along Church Street and Tennant Avenue.

The value of the public improvements being accepted is \$58,644.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the project acceptance.

ALTERNATIVE ACTIONS: Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council approved the Final Map and Subdivision Improvements Agreement for The Commons – Tract No. 10258 on July 2, 2014.

FISCAL AND RESOURCE IMPACT:

Staff time for this project was paid by the developer's land development fees.

CEQA (California Environmental Quality Act):

A Mitigated Negative Declaration was adopted on June 11, 2013.

LINKS/ATTACHMENTS:

1. Site Map
2. Notice of Completion



Attachment: Site Map (2210 : ACCEPT SUBDIVISION PUBLIC IMPROVEMENTS - SHADOW PINES - TRACT NO. 10258)



CITY OF MORGAN HILL
Development Services
Land Development Engineering

SITE MAP
THE SHADOW PINES
TRACT NO. 10258

Record at the Request of
and When Recorded Mail to:

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

Record at No Fee Pursuant to
Government Code Section 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

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

- 1) On **August 13, 2014**, the City of Morgan Hill, a Municipal Corporation, entered into a contract with **Gera Family Partnership A, LP** for the **Shadow Pines – Tract No. 10258** subdivision project located on the northwest corner of Church Street and Tennant Avenue Morgan Hill, California.
- 2) The owner of the subdivision public improvements is the City of Morgan Hill, a Municipal Corporation, located at 17575 Peak Avenue, Morgan Hill, CA 95037
- 3) The contractor is **Gera Family Partnership A, LP**.
- 4) The surety is **a cash deposit of \$99,693**.
- 5) The project was completed on **February 1, 2019** and accepted by the City Council of the City of Morgan Hill on **March 20, 2019**.

CITY OF MORGAN HILL, a Municipal Corporation

By _____
Scott Creer
City Engineer

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

Executed on _____, at Morgan Hill, California.

Scott Creer
City Engineer



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

PREPARED BY: Anthony Eulo, Program Administrator
APPROVED BY: City Manager

UPDATE ON THE CITY'S PILOT RODENTICIDE USE REDUCTION PROJECT

RECOMMENDATION(S)

Accept Report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

Maintaining Fiscal Responsibility

REPORT NARRATIVE:

The purpose of this report is to provide the City Council with a progress report on the City's six-month rodenticide reduction pilot project.

After concerns about the use of rodenticides were brought up by Councilmember Spring and the community, a six-month pilot project was begun to eliminate the use of rodenticides at all City facilities including the Community Center, Centennial Recreation Center, Corporation Yard, Police Department, and several water utility buildings. Instead of "bait stations" containing poison, mechanical traps are being used which could potentially be equally effective without the use of rodenticides.

The pilot began in early December and during the past three months, a total of one rodent has been caught by the alternative traps. During this time, no discernable increase in the number of rodents has been observed at City facilities. There has been no change in the City's contractual costs for rodent control and no measurable change in the staff time required to monitor the mechanical traps.

It is likely that the wet winter has impacted the presence of rodents, though it is unknown what the net impact has been. Staff intends to continue monitoring the situation and report back to the Council in June with the results of the pilot.

COMMUNITY ENGAGEMENT: Consult

This pilot project is the result of an expression of community concern and staff will consult with community members if additional information is needed on effective options for rodenticide use reduction.

ALTERNATIVE ACTIONS:

The Council could choose to not accept the report at this time and provide additional direction to staff about the pilot.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council considered this item at the November 28, 2018 Council meeting.

FISCAL AND RESOURCE IMPACT:

There are no discernable fiscal or resource impacts at this time.

CEQA (California Environmental Quality Act):

Categorical Exemption

Controlling pests at an existing facility is categorically exempt under CEQA, specifically pursuant to Section 15301 of the CEQA Guidelines (Existing Facilities), as the subject work involves negligible or no expansion of use of those facilities.



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

PREPARED BY: Inga Alonzo, Management Analyst

APPROVED BY: City Manager

APPROVE PURCHASE OF FIVE WATER AND SEWER VEHICLES

RECOMMENDATION(S)

1. Approve the purchase of five (5) water and sewer utility trucks in the amount of \$342,252.14;
2. Authorize City Manager to approve purchase order in the amount of \$342,252.14 with National Auto Fleet Group;
3. Declare vehicles W08170, W03167, W07104, W06169, and S07103 to be surplus; and
4. Authorize the disposal of the surplus vehicles in accordance with Section 3.04.400 of the City of Morgan Hill Municipal Code.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety

2019 Strategic Priorities

Infrastructure

GUIDING DOCUMENTS

Sewer System Master Plan

Water System Master Plan

REPORT NARRATIVE:

The Engineering and Utilities Department is proposing to purchase five 2019 utility trucks. Two trucks are for the Sewer Division and three are for the Water Division. These vehicles will be replacing vehicles in the current fleet which are all several years past their scheduled service life of 7 years for replacement.

Staff prepared detailed specifications for each of the vehicles based on the City's needs. The new vehicles are equipped differently depending on the intended use for each vehicle. Examples of specialized equipment includes lifting cranes, tool boxes, air compressors, and safety equipment such as warning lights and flashers.

Staff requested quotes from the National Auto Fleet Group, using the Sourcewell cooperative purchasing arrangement, and from the local Ford Dealership (The Ford Store). Both vendors received a package of specifications for each vehicle and associated equipment as well as instructions for submittal. The National Auto Fleet Group provided detailed quotes for each vehicle and equipment and met all the City's required specifications. The Ford Store did not submit a quote. The quotes for each vehicle are summarized in Table 1, on the next page.

Staff has reviewed the National Auto Fleet Group quote and has determined that it is accurate and responsive to the request for quote. Staff is therefore recommending the purchase of the 5 vehicles described herein be awarded to the National Auto Fleet Group and that the purchase be completed using the Sourcewell purchasing cooperative contract #120716-NAF.

The Sourcewell purchasing arrangement is consistent with Section 3.04.180 of the Morgan Hill Municipal Code, which allows the purchasing officer the authority to join with other public jurisdictions in cooperative purchasing plans or programs, including, but not limited to California Communities Purchasing Program (CCPP), the California Department of General Services (CADGS), the California Multiple Award Schedule (CMAS), the National Association of Counties (NACo), National Joint Powers Alliance (NJPA), or similar arrangements or plans, as determined by the purchasing officer to be in the City's best interest.

Staff is also recommending that the vehicles being replaced be declared as surplus to be disposed via auction, to obtain the highest possible revenue from the sale.

Table 1. 2019 Sewer and Water Vehicle Purchases and Replacements

VEHICLE TYPE	QUOTE	REPLACING VEHICLE # - DESCRIPTION
2019 Ford Super Duty F-450 DRW (X4G) XL 2WD SuperCab 168" WB 60" CA, Scelzi Crown Sevice Body & Equipment	\$99,963.67	W08170 - 2008 Ford F450 Utility Truck w/Crane
2019 Ford Super Duty F-450 DRW (X4G) XL 2WD SuperCab 168" WB 60" CA, Scelzi Crown Sevice Body & Equipment	\$99,963.67	W03167 - 2003 GMC Sierra Pickup
2019 Ford Super Duty F-350 SRW (X3E) XL 2WD SuperCab 168" WB 60" CA, Scezli Crown Sevice Body & Equipment	\$64,579.74	W07104 - 2007 Ford F350 4x2 supercab
2019 Ford F-150 X1E XL 4WD SuperCab 6.5'Box 145" WB	\$38,872.53	W06169 - 2006 Ford F150 Supercab V6
2019 Ford F-150 X1E XL 4WD SuperCab 6.5'Box 145" WB	\$38,872.53	S07103 - 2007 Ford F150 Supercab 4x4

TOTAL	\$342,252.14
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COMMUNITY ENGAGEMENT: Inform

This report serves to inform the public of the recommendation to purchase the vehicles for the Engineering and Utilities Department. City staff reached out directly to the only local vendor capable of providing the vehicles.

ALTERNATIVE ACTIONS:

The Council could choose to not approve the recommended purchase and direct staff to solicit quotes/bids through a formal bidding process.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS: None.

FISCAL AND RESOURCE IMPACT:

The vehicle replacement purchases are included in the Fiscal Year 2018-19 budget at \$190,000, within the Equipment Replacement Program (Fund 790). Sufficient budgetary appropriations are available within the Equipment Replacement Fund to cover the remaining balance of \$152,252, for the purchase of these trucks. The lack of budgeted funding is due to the underestimation of cost for the utility vehicles within the vehicle replacement schedule. The increased cost has been included in the wastewater fee schedule update. Staff anticipates the current budgeted FY 2018-19 replacement for the Community Services Department will most likely take place in FY2019-20, therefore the budgetary appropriations will be utilized towards this purchase in the current year. In addition, Staff is reviewing the current replacement schedule and annual contributions towards vehicle replacement for all Divisions. Staff anticipates returning to Council with any contribution adjustments and revisions to the FY2019-20 replacement budget, during the mid-cycle update.

CEQA (California Environmental Quality Act):

Not a Project

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

LINKS/ATTACHMENTS:

1. National Auto Fleet Group Vehicle Quotes



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/23/2018

Quote ID: **8667 R4**

Order Cut Off Date: **8/2/2019**

Ms Inga Alonzo
City of Morgan Hill
17575 Peak Ave
Morgan Hill, California, 95037

Dear Inga Alonzo,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2019 Ford Super Duty F-450 DRW (X4G) XL 2WD SuperCab 168" WB 60" CA, Scelzi Crown Service Body & Equipment) and delivered to your specified location, each for

	One Unit	Extended Unit's (2)
Contract Price	\$39,906.16	\$79,812.32
Scelzi Crown Service Body & Equipment	\$51,794.00	\$103,588.00
Tax (9.0000 %)	\$8,253.01	\$16,506.02
Tire fee	\$10.50	\$21.00
Total	\$99,963.67	\$199,927.34

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



Attachment: National Auto Fleet Group Vehicle Quotes (2236 : Purchase of Five (5) Water and Sewer Vehicles)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/23/2018

Quote ID: **8666 R2**

Order Cut Off Date: **8/2/2019**

Ms Inga Alonzo
City of Morgan Hill

17575 Peak Ave
Morgan Hill, California, 95037

Dear Inga Alonzo,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2019 Ford Super Duty F-350 SRW (X3E) XL 2WD SuperCab 168" WB 60" CA, Scezli Crown Series Service Body & Equipment) and delivered to your specified location, each for

	One Unit
Contract Price	\$35,024.44
Scezli Crown Series Service Body	\$24,215.00
& Equipment	
Tax (9.0000 %)	\$5,331.55
Tire fee	\$8.75
Total	\$64,579.74

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Attachment: National Auto Fleet Group Vehicle Quotes (2236 : Purchase of Five (5) Water and Sewer Vehicles)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/19/2019

Quote ID: **9764 R2**

Order Cut Off Date: **TBA**

Ms Inga Alonzo
City of Morgan Hill

17575 Peak Ave

Morgan Hill, California, 95037

Dear Inga Alonzo,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2019 Ford F-150 (F1E) XL 4WD Reg Cab 6.5' Box 122" WB, CTEC Up-Fit Equipment) and delivered to your specified location, each for

	One Unit	Extended Unit's (2)
Contract Price	\$29,789.84	\$59,579.68
CTEC Up-Fit Equipment	\$5,865.00	\$11,730.00
Tax (9.0000 %)	\$3,208.94	\$6,417.88
Tire fee	\$8.75	\$17.50
Total	\$38,872.53	\$77,745.06

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Attachment: National Auto Fleet Group Vehicle Quotes (2236 : Purchase of Five (5) Water and Sewer Vehicles)

In order to Finalize your Quote, please submit this purchase packet to your governing body for Purchase Order Approval. Once you issue a Purchase Order please send by:

Fax: (831) 480-8497

**Mail: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076**

Email: Fleet@nationalautofleetgroup.com

We will then send a W-9 if you need one

**Please contact our main office with any questions:
1-855-289-6572**



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

PREPARED BY: Anthony Eulo, Program Administrator
APPROVED BY: City Manager

APPROVE LICENSE AGREEMENT WITH TOGLIATTI FARMS, INC.

RECOMMENDATION(S)

Authorize the City Manager to Execute a License Agreement with Togliatti Farms for 1469 Maple Ave.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment

2019 Strategic Priorities

Agricultural Preservation

REPORT NARRATIVE:

The purpose of this item is to provide the Council with an opportunity to consider and approve a license agreement with Togliatti Farms for farming City-owned property.

The City purchased a 12-acre parcel at 1469 Maple Ave. last Fall for agricultural preservation purposes. The City is in the process of placing 10 of the acres under an agricultural conservation easement and will resell the entire parcel in the future in order to replenish the City's Agricultural Preservation and Open Space Fund (Fund 306) and create opportunities for additional agricultural preservation.

In the meantime, the land is being farmed by the farmer, Togliatti Farms, that has grown crops on the land in the past. The sole purpose of this item is to authorize the City Manager to execute a license agreement (Attachment No. 1) with Togliatti authorizing their continued operations on the land.

COMMUNITY ENGAGEMENT: Not Applicable

The recommended action represents no changes on the farming operation and should not generate interest or concern to the community.

ALTERNATIVE ACTIONS:

The Council could decline to authorize the execution of the agreement which would cause a suspension in the farming operations on the land.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City's purchase of the land was approved and authorized at the September 5, 2018 Council meeting.

FISCAL AND RESOURCE IMPACT:

Revenues of \$2,000 annually are included in the license agreement and will be credited to the Agricultural Preservation and Open Space Fund (Fund 306). Administering this agreement is included in the work program of the Community Services Department.

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities proposed by this staff report are categorically exempt under Section 15301 of the CEQA Guidelines as they relate to the permitting of property involving no expansion of uses on the property.

LINKS/ATTACHMENTS:

1. License Agreement with Togliatti Farms, Inc.

**REVOCABLE LICENSE BETWEEN
THE CITY OF MORGAN HILL AND
TOGLIATTI FARMS, INC.**

This REVOCABLE LICENSE ("License") is made and entered into on _____, 2019, by and between the City of Morgan Hill, a California municipal corporation ("Licensor") and Togliatti Farms, Inc., a California corporation ("Licensee") for the use of the real property owned by Licensor located in Morgan Hill, California, 95037, in the County of Santa Clara, State of California, described as approximately ten (10) acres, at 1469 Maple Avenue, APN # 817-15-051 (the "Premises"), as shown in **Exhibit A**, which is attached hereto and hereby incorporated by this reference.

This License is subject to the following terms and conditions:

1. Term of License

The term of this License shall be for one (1) year, commencing on January 1, 2019. The one (1) year period shall automatically renew each year on January 1 unless Licensor gives Licensee written notice on or before July 1st that Licensor will not be renewing the License.

Notwithstanding the foregoing, the permission and license granted under this License may be revoked and this License terminated, without cause, upon one (1) year prior written notice by Licensor, by and through Licensor's City Manager, to Licensee or by ninety (90) days written notice by Licensee to Licensor, through Licensor's City Manager.

2. Permission Granted

A. For and in consideration of a yearly payment of two thousand dollars (\$2,000.00), and subject to all of the terms, conditions, and covenants of this License, Licensor hereby grants Licensee the revocable license and permission to use the Premises as designated in Section 3 below. The two thousand dollars (\$2,000.00) shall be paid semiannually in cash or by certified check, money order, or any other form of payment acceptable to Licensor. Partial payment shall be made on January 1st and July 1st of each year, commencing on April 1, 2019 at the City of Morgan Hill, located at 17575 Peak Avenue, Morgan Hill, California 95037.

B. Licensee, by accepting this License, agrees for itself, and its successors and assignees, that it will not make use of the Premises in any manner which might interfere with Licensor's planning and development of the Premises for future development or municipal uses, including the possible development of the Premises and surrounding areas for baseball fields. Furthermore, Licensor may require the surrender of reasonable portions of the Premises for the purpose of surveying, testing, staking, or other works for the inspection or preparation of the Premises for future development or municipal uses.

3. Use of Premises

Licensee acknowledges that the Premises are licensed to Licensee on an "as is" basis. The Premises are demised to Licensee for the following purposes and for no other purpose except

with the prior written consent of Licensor: The planting, growing, harvesting and selling of agricultural crops.

4. Operation on Premises

- A. Licensee shall carry on all of the activities specified under Paragraph 4 in accordance with good husbandry and the best practices of the farming community in which the Premises are situated.
- B. Licensee shall, at Licensee's cost and expense, comply with any and all laws, ordinances, rules, regulations, requirements, and orders present or future, of any federal, state, county, or municipal governments which may in any way apply to the use, maintenance, operations, or production of crops on the Premises, or the sale or disposition of those crops.
- C. Licensee shall conduct farming of the Premises in full compliance with all local, state, and federal rules regarding the use of fertilizers and pesticides.
- D. Licensee shall have the right to level the top-soil, provided that the leveling of top-soil does not cause drainage problems on the Premises.

5. Operating Costs

Licensee shall pay all costs in connection with Licensee's operations on the Premises, including, but not limited to, costs of preparing the Premises for planting of crops, production costs, costs of tools and labor, electricity and other utilities. Licensee shall also pay water taxes and fees imposed by the Santa Clara Valley Water District as well as any and all approvals, permits, or licenses that may be required in connection with the operation of the Premises including, but not limited to, tax permits, business licenses, health permits, building permits, police, and fire permits.

6. Water

Licensor shall, at Licensor's own cost and expense provide adequate water for the proper irrigation of any and all crops that may be planted, cultivated, grown, and harvested on the Premises under this License. If Licensor uses pumps and/or wells to provide adequate water, Licensee shall keep the pumps and/or wells in good order and repair. In the event of an emergency breakdown with any pump, well, or pipeline, Licensor, at Licensor's expense, will restore the pump, well, or pipeline to good order and repair in a timely and diligent manner, provided that the emergency breakdown was not due to the negligence of Licensee. If the emergency breakdown was due to the negligence of Licensee, Licensee shall pay the cost to repair the pump, well, or pipeline. The determination of whether an emergency breakdown was due to Licensee's negligence shall be made by a mutually acceptable third party with knowledge of the type of pump, well, or pipeline requiring repair. If a water shortage or drought occurs, Licensee has the option to terminate this License.

7. Utilities

Licensee shall pay for all gas, electricity, and telephone services used by Licensee's operations on the Premises. If any other entity is utilizing such services on the Premises and Licensors is unable to maintain separate meters for gas and electricity provided for use in Licensee's operations, Licensee shall pay a reasonable share of utilities as determined by Licensee.

8. Taxes and Assessments

Licensors shall be responsible for the payment of real property taxes or assessments levied on the Premises. Licensee shall pay all water taxes and fees imposed by the Santa Clara Valley Water District.

9. Expenses of Licensors

During the term of this License and any renewals or extensions of this License, Licensors shall, at Licensors' own cost and expense, do all of the following:

- a. Pay, promptly, as they become due, all taxes and assessments levied or assessed against the Premises; and
- b. Provide adequate water for the proper irrigation of any and all crops that may be planted, cultivated, grown, and harvested on the Premises under this License.

10. Insurance

A. Licensee shall, at all times during the term of this License, maintain and keep in force insurance coverage with insurers which will adequately protect both Licensee and Licensors against public liability and property damage on the Premises. The minimum coverage required by this paragraph shall be \$1,000,000 bodily injury per individual, \$1,000,000 per occurrence, and \$100,000 property damage and 2,000,000 general aggregate. For general liability insurance policies, Licensee shall provide Licensors with a separate endorsement which states that the policy contains the following language:

- The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;
- 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,
- insurance shall be primary non-contributing.

B. Proof of the insurance coverage obtained by Licensee shall be given to Licensors within thirty (30) days after execution of this License. Licensee shall furnish Licensors with copies of all policies or certificates subject to this Agreement, 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 Licensors.

11. Alterations and Mechanics' Liens

A. Licensee shall not make or permit any permanent alterations or improvements to the Premises without the prior written consent of Licensors. Licensee shall remove all trade fixtures, improvements, and alterations placed by Licensee on the Premises within twentyone (21) days after the expiration of this License.

B. Licensee shall keep the Premises free and clear of any and all liens arising out of work performed or materials furnished at the request of Licensee or obligations incurred by Licensee.

12. Inspection by Licensors

Licensee, upon receiving twenty four (24) hours notice from Licensors, shall permit Licensors and Licensors's agents, representatives, or employees to enter the Premises to determine whether Licensee is complying with the terms of this License and for the purpose of doing other lawful acts that may be necessary to protect Licensors' s interest in the Premises.

13. Indemnification of Licensors

Throughout the term of this License, Licensee shall indemnify and hold Licensors harmless for all damages, injuries, or claims arising from Licensee's operations on the Premises, including crops at any stage, and associated loss of income, real or projected, regardless of the cause of the loss.

14. Assignment and Subleasing

Licensee shall not assign, transfer, or encumber this License or any interest in this License without the prior written consent of Licensors. Licensee shall not sublease all or any part of the Premises or allow any persons other than Licensee's agents, family, or employees to occupy or use all or any part of the Premises without the prior written consent of Licensors. Licensors's consent to one (1) assignment, sublease, occupation, or use by another person shall not be deemed to be consent to any subsequent assignment, sublease, occupation, or use by any other person. Any consent to assignment or subleasing of any interest in this License by Licensee shall not be unreasonably withheld.

15. Termination Upon Default of Licensee

A. Pursuant to Section 1, Licensors may terminate this License without cause. However, if Licensors decides to terminate based on cause, Licensors may do so with all rights ensuing therefrom as provided by applicable law if any one or more of the following events of default occur:

- i. Any failure by Licensee to make any other payment required to be made by Licensee under this License when that failure continues for thirty (30) days after written notice of the failure is given by Licensors to Licensee;
- ii. The abandonment or vacation of the Premises by Licensee;

iii. A failure by Licensee to observe and perform any other provision of this License to be observed or performed by Licensee, when that failure continues for thirty (30) days after written notice of Licensee's failure is given by Licensor to Licensee; provided, however, that if the nature of that default is such that it cannot reasonably be cured within a thirty (30) day period, Licensee shall not be deemed to be in default if Licensee commences that cure within the thirty (30) day period and thereafter diligently prosecutes it to completion; or

iv. The making by Licensee of any general assignment for the benefit of creditors; the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this License, when possession is not restored to Licensee within thirty (30) days, or the attachment, execution, or other judicial seizure of substantially all of Licensee's assets located at the Premises or of Licensee's interest in this License, when that seizure is not discharged within thirty (30) days.

B. The notices provided for in subsections (i) through (iii) of this paragraph are not intended to replace, but rather are in addition to, any required statutory notices for unlawful detainer proceedings under Code of Civil Procedure Section 1161 et seq.

16. Oil, Gas, and Mineral Rights

All rights in any and all minerals, oil, gas, and other hydrocarbons located on or under the Premises are reserved to Licensor and are particularly accepted from the property covered by the terms of this License. Licensee hereby grants to Licensor, Licensor's agents and licensees, and Licensees of these rights, a right of entry and right of way for access to the Premises for the exploration, drilling, and mining of minerals, gas, oil, and other hydrocarbons on or under the Premises. Licensor, however, shall reimburse Licensee for any interference with the quiet enjoyment or agricultural operation on the Premises arising from exploration, drilling, or mining operations performed by Licensor, Licensor's agents and licensees, and tenants of these rights.

17. Notices

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this License or by law to be served on or given to either party by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of personal service when deposited in the United States mail, first-class postage prepaid, addressed to Licensee at 15500 Hill Road, Morgan Hill, California 95037 or to Licensor at City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, California 95037. Either party may change its address for the purpose of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

18. Binding on Heirs and Successors

This License and each of its provisions shall be binding on and shall inure to the benefit of the respective heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns

of the parties to this License. Nothing contained in this paragraph shall be construed as consent by Licensors to any assignment of this License or any interest in this License by Licensee except as provided in Paragraph 14 of this License.

19. Time of Essence

Time is of the essence of this License and each provision contained within, and each provision is made and declared to be a material, necessary, and essential part of this License.

20. Sole and Only Agreement

This instrument constitutes the sole and only agreement between Licensors and Licensee respecting the Premises, the licensing of the Premises to Licensee, or the license term created under this License, and correctly sets forth the obligations of Licensors and Licensee to each other as of its date. Any agreements or representations respecting the Premises or their licensing by licensing by Licensors to Licensee not expressly set forth in this License are null and void. This License may not be extended, amended, modified, altered, or changed, except in writing signed by Licensors and Licensee.

21. Effect of Partial Invalidity

If any term or provision of this License or any application of this License shall be held invalid or unenforceable, the remainder of this License and any application of the terms and provisions shall remain valid and enforceable under this License or California law

22. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of California.

23. Waiver of Relocation Assistance

If Licensors terminates this License pursuant to Sections 1 or 15, or decides, in its sole discretion, not to renew the License, or sells or transfers the Premises to another governmental entity (a "Public Entity"), Licensee knowingly and voluntarily agrees that Licensee hereby fully releases, waives and discharges a Public Entity and Licensors from any and all relocation obligations, demands or claims, if any exist now known or existing, or now unknown or hereinafter arising or relating to a relocation of Licensee or Licensee's operations from the Premises following the expiration or termination of the term of the License, which release, waiver and discharge includes, without limitation, a release, waiver, and discharge of any relocation rights Licensee may claim pursuant to California Government Code sections 7260 *et. seq.*, California Code of Regulations Sections 600 *et. seq.*, or pursuant to any federal relocation assistance laws. Licensee understands that Licensee's release, waiver, and discharge under this Section is a material inducement for Licensors to enter into this License and that but for this release, waiver, and discharge, Licensors would not have entered into this particular licensing arrangement, specifically including, without limitation, the provisions related to a one-year notice of

termination by Licensor to Licensee. By forever releasing, waiving, and discharging the relocation obligations, demands or claims that may be available to Licensee, Licensee expressly waives any rights under California Civil Code section 1542, which provides:

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

ATTEST:

THE CITY OF MORGAN HILL

City Clerk

Date: _____

City Manager

Date: _____

APPROVED AS TO FORM:

TOGLIATTI FARMS, INC.

City Attorney

Date: _____

By: *Marlene T. Smith*
Date: *2/26/2019*

By: *Eve Togliatti - CF*
Date: *2/27/2019*

Attachment: License Agreement with Togliatti Farms, Inc. (2237 : Togliatti Lease)



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

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

ADOPT ORDINANCE 2299 AMENDING SECTIONS 14.04.020 PURPOSE AND 14.04.070 ALTERNATIVES OF CHAPTER 14.04, INCLUSIONARY HOUSING

RECOMMENDATION(S)

Waive the reading, adopt Ordinance No. 2299, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

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

2019 Strategic Priorities

Regional Initiatives

GUIDING DOCUMENTS

General Plan/Housing Element

REPORT NARRATIVE:

On July 25, 2018, the City Council adopted Ordinance No. 2278, the City's Inclusionary Housing Ordinance. Morgan Hill Municipal Code (MHMC) Chapter 14.04 (Inclusionary Housing) requires developers to set-aside a certain percentage of housing units in newly constructed or rehabilitated projects for low-and moderate-income buyers and renters. These units are made available at affordable rents or sales prices and are deed restricted.

Recognizing that not all developments are the same, that fees are needed to provide local match dollars or leverage for 100% affordable housing projects, and that the housing program needs some funds for rehabilitation, program management and other housing support activities, staff has brought forward this amendment to the inclusionary housing ordinance. This updated ordinance permits all residential projects to pay a "housing in-lieu fee" as an alternative means of compliance, on a case by case basis, consistent with the following guiding principles:

- a. As provided in Section 14.04.040A, whenever application of the requirements of this Chapter results in a fractional number of .49 or less of required Inclusionary Units.

- b. For all other residential projects, upon determination by City Council that payment of an in-lieu fee is preferred to building inclusionary units onsite, or one of the other alternatives described in 14.04.070, considering the following:
 - i. Whether the production of the proposed Inclusionary Units will fill a need in an affordable housing category, or some other prioritized housing need area.
 - ii. Whether the proposed Inclusionary Units are in a category for which the City has already met its RHNA goal and therefore payment of a fee may be preferred.
 - iii. Whether there is a specific identifiable project that the City can provide local match dollars and/or leveraged financing support with the fees, thereby producing more affordable units.
 - iv. Whether affordable units are appropriate in the specific project.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the proposed amendment to the Inclusionary Housing Ordinance.

ALTERNATIVE ACTIONS:

None.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

1. Beginning in May 2016, several Housing Workshops were held to discuss several elements of the City of Morgan Hill's Housing Program.
2. May 2, 2016, City Council BMR Workshop.
3. June 15, 2016, City Council adopted a BMR Ordinance regulating administration of the Ownership Program.
4. June 15, 2016, KMA Housing In-lieu fee workshop with the development community.
5. June 22, 2016, KMA Housing In-lieu fee discussion with City Council.
6. November 1, 2016, Second KMA Housing In-lieu fee workshop with the development community.
7. April 19, 2017, Housing Program workshop with City Council to discuss the 8% annual percentage of affordable units in projects and the RDCS competition.
8. May 17, 2017, City institutes a \$12.92 housing in-lieu fee (based on 8% affordability provision), per square foot of livable space of the entire project, effective with the Fiscal Year (FY) 2019-20 Residential Development Control System (RDCS).
9. February 7, 2018, City Council meeting, the Housing Team provided an update to the City's Housing Program and discussed new 2017 housing legislation impacts
10. May 2, 2018, City Council meeting to discuss meeting the Housing Accountability Act requirements, Morgan Hill's Regional Housing Needs Allocation (RHNA) housing goals. Additionally, the Council received a KMA report, "Strategy for Increasing the Supply of Affordable Housing."
11. July 18, 2018, City Council Meeting, introduced the Inclusionary Housing Ordinance and provided the Santa Clara County-wide report from the Civil Grand Jury. The Ordinance was subsequently adopted July 25, 2018 and effective August 25, 2018.

12. September 25, 2018, Planning Commission presented BMR Development Standards.
13. September 26, 2018, City Council Meeting, introduced a range of New Housing Fees, BMR Guides, and BMR Development Standards, subsequently approved on October 17, 2018.
14. March 6, 2019 City Council Meeting, introduced updated inclusionary housing ordinance

FISCAL AND RESOURCE IMPACT:

The resource impact of proposing this ordinance amendment is accommodated in the Department's workplan.

CEQA (California Environmental Quality Act):

Not a Project. Adoption of this Ordinance has been assessed in accordance with the authority and criteria contained in the California Environmental Quality Act (CEQA), the State CEQA Guidelines, and the environmental regulations of the City. Specifically, adoption of the Ordinance is consistent with and implements several policies and programs reviewed in the Morgan Hill 2035 Environmental Impact Report (EIR) for the General Plan Update, which was certified and adopted on July 27, 2016 by Council Resolution No 16-128. No additional environmental analysis is warranted at this time. All future discretionary development that may be impacted by the proposed Ordinance will be subject to a project-specific CEQA analysis as part of the required planning entitlement review (e.g. Rezoning, Site and Architectural Review, Subdivision, etc.) to determine if there are any environmental impacts.

LINKS/ATTACHMENTS:

1. 2299 Inclusionary Housing

ORDINANCE NO. 2299, NEW SERIES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AMENDING SECTIONS 14.04.020 “PURPOSE” AND 14.04.070 “ALTERNATIVES” OF CHAPTER 14.04 “INCLUSIONARY HOUSING” OF TITLE 14 “HOUSING” OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL TO CLARIFY THE INTENT OF THE CHAPTER AND TO ALLOW PAYMENT OF IN-LIEU FEES FOR ALL RESIDENTIAL PROJECTS AS DETERMINED BY CITY COUNCIL

THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

Section 1. Section 14.04.020 (Purpose) of Chapter 14.04 (Inclusionary Housing) of Title 14 (Housing) is hereby amended to read as follows (additions in underline, deletions in strikeout):

The purpose of this chapter is to further the city's efforts to require housing available to extremely low-income, very low-income, low-income, and moderate-income households. The housing element of the city's general plan implements the established policy of the state of California that each community should foster an adequate supply of housing for persons at all economic levels.

Providing the inclusionary units required by this chapter will help to ensure that part of Morgan Hill's remaining developable land is used to provide affordable housing to encourage an economically balanced community. Requiring builders of new market-rate housing to include some housing affordable to households at a range of incomes is consistent with the goal of fostering an adequate supply of housing for persons at all income levels and serves the goal of mixed-income housing. Furthermore, the production of inclusionary units is intended to assist the City in meeting its Regional Housing Need Allocation.

The inclusionary housing ordinance is required in order to promote and protect the public health, safety, and general welfare while preserving and enhancing economic diversity and inclusiveness within the city.

Section 2. Section 14.04.070 (Alternatives) of Chapter 14.04 (Inclusionary Housing) of Title 14 (Housing) is hereby amended to read as follows (additions in underline, deletions in strikeout):

14.04.070 Alternatives.

In lieu of building Inclusionary Units within a Residential Project, an Applicant may propose to satisfy the requirements of this Chapter by one of the following alternative modes of compliance, provided that the Applicant includes such proposal in its application for the First Approval of the Residential Project, and further provided that the criteria stated in the relevant subsection below are satisfied.

A. Rental units in for-sale projects. Where owner-occupied Inclusionary Units are

required by Section 14.04.040 of this Chapter, an Applicant may instead elect to construct as part of the Residential Project the same or a greater number of rental units, affordable to extremely low-, very low-, low- and moderate-income households in the proportions and at the rents as prescribed in Section 14.04.030 of this Chapter. Substitution of rental units shall be allowed under this subsection only if either: (1) the rental units are at least equal in number of bedrooms to the owner-occupancy units that would have been allowed, or (2) any comparative deficiency in the number of bedrooms is compensated for by additional units and/or affordability to households with lower incomes.

- B. Off-site construction. An Applicant may propose to construct, or make possible construction by another developer, units that will not be physically contiguous to the market-rate units (or units that are physically contiguous to the market-rate units if the City determines this will provide greater public benefit). Off-site construction pursuant to this subsection shall be approved only if:

1. An Inclusionary Affordable Housing Agreement acceptable to the City Manager or his or her designee that requires an equal or greater number of Inclusionary Units as required under Section 14.04.040 of this Chapter is recorded;
2. Approval has been secured for the off-site units not later than the time the Residential Project is approved, and completion of the off-site units is secured by a requirement that Certificates of Occupancy for the related market-rate units will be issued after Certificates of Occupancy have been issued for the Inclusionary Units, provided that the time requirements set forth in this subsection for final inspections for occupancy for market-rate units may be modified to accommodate phasing schedules, model variations, financing requirements, or other factors, if the City determines this will provide greater public benefit;
3. The off-site units will be greater in number, larger, or will be affordable to households with lower incomes than would otherwise be required by Section 14.04.040 of this Chapter;
4. Financing or a viable financing plan is in place for the off-site units;
5. If the off-site units receive any public assistance, the developer of the market-rate project will contribute economic value to the off-site units equivalent to the cost that would have been incurred to provide the required number of Inclusionary Units on-site in the Residential Project; and
6. The City may require that completion of off-site units shall be further secured by the developer's agreement to pay an In-Lieu Fee in the amount approved by City Council in the event the off-site units are not timely completed.

- C. Land dedication. An Applicant may pro-pose to dedicate without cost to the City, a lot or lots within or contiguous to the Residential Project, sufficient to accommodate at least the required Inclusionary Units for the Residential Project. An election to dedicate land in lieu of compliance with other provisions of this Chapter shall be allowed only if:

1. The value of the lot or lots to be dedicated is sufficient to make development of

the otherwise required Inclusionary Units economically feasible, and financing or a viable financing plan is in place for at least the required number of Inclusionary Units; and

2. The lot or lots are zoned for and suitable for construction of affordable housing at a feasible cost, served by utilities, streets, and other infra-structure; there are no hazardous materials present or other material constraints on development of affordable housing on the lot or lots; and land use approvals have been obtained as necessary for the development of the Inclusionary Units on the lot or lots.

D. In-lieu housing fee.

1. An in-lieu housing fee may be paid in addition to building or in-lieu of building as follows:

a. As provided in Section 14.04.040A, whenever application of the requirements of this Chapter results in a fractional number of .49 or less of required Inclusionary Units.

b. For all other residential projects, upon determination by City Council that payment of an in-lieu fee is preferred to building Inclusionary Units onsite, or one of the other alternatives described in 14.04.070 A through C above, considering the following:

- i. Whether the production of the proposed Inclusionary Units will fill a need in an affordable housing category or some other prioritized housing need area.
- ii. Whether the proposed Inclusionary Units are in a category for which the City has already met its RHNA goal and therefore payment of a fee may be preferred.
- iii. Whether there is a specific identifiable project that the City can support with the fees.
- iv. Whether affordable units are appropriate in the specific project.

2. The initial In-Lieu Fee schedule shall be set by City Council resolution or other action of the City Council so that the fee amounts are not greater than the difference between: (a) the amount of a conventional permanent loan that an inclusionary unit would support based on the Affordable Rent or Affordable Sales Price for the Inclusionary Unit; and (b) the estimated total development cost of a prototypical Inclusionary Unit.

3. The City Council may annually review the fees authorized by this subsection by resolution, and may, based on that review, adjust the fee amount. For any annual period during which the City Council does not review the fee authorized by this subsection, fee amounts shall be adjusted once by the City Manager or his or her designee based on the construction cost index.

4. In-Lieu Fees shall be calculated based on the fee schedule in effect at the time the fee is paid. In-Lieu Fees shall be paid prior to issuance of building permits for Market-Rate units in a Residential Project. If building permits are issued for only

part of a Residential Project, the fee amount shall be based only on the number of units then permitted. Where payment is delayed, in the event of default or for any other reason, the amount of the In-Lieu Fee payable under this subsection shall be based upon the fee schedule in effect at the time the fee is paid.

Section 2. **Severability.** Should any provision of this ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such provision shall be severed from the ordinance, and such severance shall not affect the remainder of the ordinance.

Section 3. **Effective Date; Posting.** This Ordinance shall take effect on _____, 2019. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 6th DAY OF MARCH 2019, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 20th DAY OF MARCH 2019, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH THE LAW BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

RICH CONSTANTINE, Mayor

ATTEST:

IRMA TORREZ, City Clerk

DATE: _____

Effective April 20, 2019

CERTIFICATE OF THE CITY CLERK

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL,

Attachment: 2299 Inclusionary Housing (2243 : Adopt Ordinance 2299, Inclusionary Housing)

CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2299, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 20th day of March 2019.

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

DATE: _____

IRMA TORREZ, City Clerk

Attachment: 2299 Inclusionary Housing (2243 : Adopt Ordinance 2299, Inclusionary Housing)

DRAFT



Meeting Minutes City Council

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

Wednesday, March 6, 2019 5:00 pm

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

SPECIAL/REGULAR MEETING

A special meeting of the City Council was called at 5:00 p.m. for the purpose of conducting a Housing Workshop.

SPECIAL MEETING

5:00 P.M.

CALL TO ORDER

Mayor Constantine called the meeting to order at 5:01 p.m.

ROLL CALL ATTENDANCE

Deputy City Clerk Michelle Bigelow called the roll.

Attendee Name	Title	Status	Arrived
Rich Constantine	Mayor	Present	
Rene Spring	Mayor Pro Tem	Present	
Yvonne Martinez Beltran	Council Member	Present	
Larry Carr	Council Member	Present	
John McKay	Council Member	Present	

Minutes Acceptance: Minutes of Mar 6, 2019 5:00 PM (CONSENT CALENDAR)

DECLARATION OF POSTING AGENDA

Deputy City Clerk Michelle Bigelow declared the posting of the agenda.

HOUSING WORKSHOP

1. 2019 HOUSING PROGRAM UPDATE

Recommendation:

Receive Report.

City Manager Christina Turner introduced the item. Leslie Little, Assistant City Manager and Rebecca Garcia, Housing Manager presented the report.

The public comment was opened at 5:58 p.m. The following people were called to speak:

Rocke Garcia

Liam Downey

Joe Guerra

John Telfer

Trevor Bacolini

There being no further requests to speak, the public comment was closed.

RESULT: NO ACTION TAKEN

The special meeting adjourned at 6:46 p.m.

REGULAR MEETING

7:00 P.M.

The regular meeting was called to order at 7:01 p.m.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

CITY MANAGER'S REPORT

City Manager Christina Turner announced the evening's supplements and presentations. She mentioned that Valley Water has a display setup in the lobby regarding groundwater and that they will be providing a presentation to Council this evening. She shared that March 10th through March 16th is Groundwater Awareness Week and explained that the City's water is provided by the groundwater from the aquifers below Morgan Hill.

She announced that the State of the City will take place next Wednesday, March 13th at 7:00 p.m. here in the Council Chamber. She encouraged the community to attend and shared that there will be childcare available on a first come first serve basis.

She announced that the spring Community Emergency Response Team (CERT) training is coming up in April. Following an emergency, you and your family will need to be self-sufficient for a minimum of three days. This training helps our community better prepare, respond, and recover from a variety of local disasters. It is free to South Santa Clara County residents and high school students are encouraged to participate and are eligible for community service hours. The training takes place on Wednesday and Thursday evenings from 7:00 p.m. to 9:30 p.m. from April 10th to May 4th. You can register on the City's website on the emergency services page.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin shared that he is Morgan Hill's representative on the Board of Directors for the Pooled Liability Assurance Network Joint Powers Authority our Plan JPA. It is a joint powers insurance authority consisting of 28 Bay Area cities. The members of the JPA collectively share the risk of self-insured liability losses, tort claims, and tort losses, as well as, services such as insurance, risk management, and other claims related services. Last week was the Plan JPA's Annual Strategic Planning two-day workshop. He shared that he attended the workshop and one thing that we do as part of the JPA is purchase insurance on the insurance market for losses that are over a certain amount, usually \$2.5 or \$5 million, which is above and beyond what we self-insure for. One big driver of our cost is the cost of that insurance. One thing that is making an impact on the insurance cost, is the extreme weather events and we have seen a number of them nationally. Not just the fires here in California, but the extreme cold weather in the Midwest, hurricanes and tornados, and other things that are causing huge losses to the insurance industry. Those costs get passed on to us, so we are looking at some substantial increases in our costs for insurance next fiscal year.

CITY COUNCIL REPORTS

Council Member Martinez Beltran shared that she participated in the National Read Aloud day at Charter School. She reminded parents that if they are enrolling kids in school for the next school year, they should do so soon as the window for enrollment is closing. On February 12th she attended a cannabis workshop at the Morgan Hill Playhouse. On February 21st she attended the Silicon Valley at Home workshop where she learned more about affordable housing, some of the challenges around it, as well as, some creative ideas to create more housing. She shared that 135,000 people in California are homeless, that is roughly the amount of people in Morgan Hill, Gilroy, and Hollister combined. On February 23rd she attended the Silicon Valley Clean Energy Authority orientation with City teammate Anthony Eulo. They are now the official electricity provider of clean, renewable, and carbon free electricity to 13 cities in the Bay Area including Morgan Hill. She attended the 25th anniversary for the Learning and LovingCenter at St. Catherine's Church on March 2nd along with Council Member Rene Spring, Police Chief David Swing, and City Manager Christina Turner. She mentioned that she also attended the Celebrate Morgan Hill Awards dinner and recognized all of the award winners.

OTHER REPORTS

None.

PROCLAMATION

Proclaiming the month of March as Youth Art Month
Sharon Dahnert

PRESENTATIONS

VALLEY WATER
UPPER LLAGAS CREEK FLOOD CONTROL PROJECT
JOHN VARELA, DIRECTOR AND STEPHEN FERRANTI, PROJECT MANAGER

PUBLIC COMMENT

The public comment was opened at 7:38 p.m. The following people were called to speak:

Dick Oliver

Lesley Miles

There being no further requests to speak, the public comment was closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John McKay, Council Member
SECONDER:	Rene Spring, Mayor Pro Tem
AYES:	Constantine, Spring, Martinez Beltran, Carr, McKay

CONSENT CALENDAR**MOTION:**

Approving consent calendar items 1, 3, 4, 6, 8, 9, and 11 through 13.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rene Spring, Mayor Pro Tem
SECONDER:	Larry Carr, Council Member
AYES:	Constantine, Spring, Martinez Beltran, Carr, McKay

2. ITEM PULLED FOR DISCUSSION**3. ADOPT RESOLUTION APPROVING EMERGENCY MANAGEMENT PERFORMANCE GRANT AGREEMENT - 2018**

Recommendation:

Adopt resolution:

1. Authorizing the City Manager to execute and administer the Memorandum of Understanding with the County of Santa Clara for the 2018 Emergency Management Performance Grant; and
2. Amending the City's Fiscal Year 2018-19 adopted budget to recognize revenue and appropriating related expenditure, in the amount of \$1,450, from the General Fund (010).

4. IMPACT FEE FINANCING AGREEMENT-BRIDGE GROUP INVESTMENTS, LLC

Recommendation:

Adopt resolution authorizing the City Manager to execute a Sewer and Traffic Impact Fee Financing Agreement, consistent with the Sewer and Traffic Impact Fee Deferral Program and Government Code section 53083, with Bridge Group Investments, LLC, Inc. for the development of a new Warehouse and Distribution Facility for Shoe Palace Corporation.

5. ITEM PULLED FOR DISCUSSION**6. ADOPT RESOLUTION AUTHORIZING THE DISPLAY OF THE NATIONAL FLAG OF INDIA AT THE COMMUNITY AND CULTURAL CENTER IN RECOGNITION OF THE ANNUAL CELEBRATION OF INDIA'S INDEPENDENCE DAY**

Recommendation:

Adopt resolution authorizing the display of the national flag of India at the Community and Cultural Center annually during the month of August to commemorate India's Independence Day.

7. ITEM PULLED FOR DISCUSSION**8. 2018-19 PAVEMENT REHABILITATION PROJECT UPDATE**

Recommendation:

Receive an update on the Pavement Rehabilitation Project for Fiscal Year (FY) 2018-19.

9. ADOPT RESOLUTION APPROVING FY2019-20 LIST OF STREET REHABILITATION PROJECTS FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT

Recommendation:

Adopt resolution approving a list of street rehabilitation Projects Funded by SB 1, the Road and Repair Accountability Act of 2017.

10. ITEM PULLED FOR DISCUSSION**11. RATIFY CITY POSITION ON PENDING LEGISLATION HR 530 "ACCELERATING BROADBAND DEVELOPMENT BY EMPOWERING LOCAL COMMUNITIES ACT OF 2019"**

Recommendation:

Receive legislative correspondence in support of HR 530 "Accelerating Broadband Development by Empowering Local Communities Act of 2019."

12. APPROVE THE FEBRUARY 20, 2019 MEETING MINUTES

Recommendation:

Approve Minutes.

13. APPROVE THE FEBRUARY 27, 2019 MEETING MINUTES

Recommendation:

Approve Minutes.

ITEMS PULLED FOR DISCUSSION**2. APPROVE MEMORANDUM OF UNDERSTANDING ACCEPTING LAW ENFORCEMENT TOBACCO GRANT FROM STATE OF CALIFORNIA DEPARTMENT OF JUSTICE**

Recommendation:

Adopt resolution:

1. Authorizing the City Manager to execute and administer the Memorandum of Understanding with the California Department of Justice to accept grant funds for the Law Enforcement Tobacco Grant for a total amount of \$561,649 over three fiscal years; and
2. Amending the City's FY 2018-19 and Fiscal Year (FY) 2019-20 adopted budget to appropriate expenditure of the grant funding of \$137,874 in FY 2018-19 and \$207,061 in FY 2019-20, in the General Fund (010).

Police Analyst Margarita Balagso presented the report.

MOTION:

Approving the recommended action.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Rene Spring, Mayor Pro Tem
AYES:	Constantine, Spring, Martinez Beltran, Carr, McKay

5. UPDATE ON DOWNTOWN STREET CLOSURES

Recommendation:

Receive update on Downtown Special Events and Street Closures.

Community Services Supervisor Nichole Martin answered questions.

The public comment was opened at 8:00 p.m.

There being no requests to speak, the public comment was closed.

RESULT:	ACCEPT REPORT
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The meeting was recessed at 8:01 p.m.

The meeting was reconvened at 8:07 p.m.

7. APPROVE CITY SPONSORSHIP OF PHILANTHROPY NIGHT, INDIAN FLAG RAISING, AND FUTURE WOMEN LEADERS CONFERENCE EVENTS AT THE COMMUNITY AND CULTURAL CENTER

Recommendation:

1. Authorize the City Manager to waive facility rental fees of \$3,000 for Morgan Hill Community Foundation's November 2019 Philanthropy Night Celebration.
2. Authorize the City Manager to waive facility rental fees of \$726 for Indian Association of South Santa Clara County's August 2019 Flag Raising ceremony.
3. Authorize the City Manager to waive facility rental fees of \$651 for American Association of University Women's April 2019 Future Women Leaders Conference.
4. Authorize the City Manager to waive facility rental fees of \$3,000 for American Association of University Women's April 2020 Future Women Leaders Conference.

Community Services Supervisor Mariah Dabel answered questions.

The public comment was opened at 8:12 p.m.

There being no requests to speak, the public comment was closed.

MOTION:

Approving the recommended actions.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Yvonne Martinez Beltran, Council Member
AYES:	Constantine, Spring, Martinez Beltran, Carr, McKay

10. APPROVE MASTER STREET TREE PLAN

Recommendation:

Approve Master Street Tree Plan.

Urban Forestry Project Manager Christina Raby answered questions.

The public comment was opened at 8:00 p.m.
There being no requests to speak, the public comment was closed.

MOTION:

Approving the recommended action.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Yvonne Martinez Beltran, Council Member
SECONDER:	Larry Carr, Council Member
AYES:	Constantine, Spring, Martinez Beltran, Carr, McKay

OTHER BUSINESS

14. ADOPT RESOLUTION DECLARING INTENT TO IMPLEMENT NEW WASTEWATER RATES, COMMENCING PROPOSITION 218 NOTICES, AND SETTING MAY 1, 2019 AS DATE FOR A PUBLIC HEARING

Recommendation:

Adopt resolution:

1. Declaring intent to adjust wastewater rates;
2. Authorizing the commencement of Proposition 218 noticing; and
3. Setting May 1, 2019 as the date for Public Hearing and new wastewater rates adoption.

Accounting Manager Harjot Sangha presented the report.

The public comment was opened at 8:49 p.m.
There being no requests to speak, the public comment was closed.

MOTION:

Approving the recommended action.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John McKay, Council Member
SECONDER:	Rene Spring, Mayor Pro Tem
AYES:	Constantine, Spring, Martinez Beltran, Carr, McKay

15. ORDINANCE AMENDING SECTIONS 14.04.020 PURPOSE AND 14.04.070 ALTERNATIVES OF CHAPTER 14.04, INCLUSIONARY HOUSING

Recommendation:

1. Waive the first and second reading of the ordinance; and
2. Introduce ordinance.

Housing Manager Rebecca Garcia presented the report.

The public comment was opened at 9:10 p.m.
Dick Oliver was called to speak.
There being no further requests to speak, the public comment was closed.

MOTION:

Waiving the first and second reading of the ordinance.

RESULT: WAIVED [UNANIMOUS]
MOVER: Larry Carr, Council Member
SECONDER: Yvonne Martinez Beltran, Council Member
AYES: Constantine, Spring, Martinez Beltran, Carr, McKay

MOTION:

Introducing the ordinance.

RESULT: INTRODUCED [UNANIMOUS]
MOVER: Larry Carr, Council Member
SECONDER: Yvonne Martinez Beltran, Council Member
AYES: Constantine, Spring, Martinez Beltran, Carr, McKay

The meeting was recessed 9:14 p.m.

The meeting was reconvened at 9:19 p.m.

16. REPORT REGARDING HOMELESSNESS IN MORGAN HILL

Recommendation:

Receive Report and provide direction.

Housing Manager Rebecca Garcia presented the report.

The public comment was opened at 10:11 p.m.

Trevor Bacolini was called to speak.

There being no further requests to speak, the public comment was closed.

RESULT: ACCEPT REPORT

FUTURE COUNCIL INITIATED AGENDA ITEMS

None.

CLOSED SESSION

City Attorney Donald Larkin announced the closed session item.

OPPORTUNITY FOR PUBLIC COMMENT

The public comment was opened at 10:28 p.m.

There being no requests to speak, the public comment was closed.

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 10:29 p.m.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Panwala v. City of Morgan Hill, Santa Clara County

Case No. 18-CV-333795

RECONVENE

The meeting reconvened at 10.34 p.m.

CLOSED SESSION ANNOUNCEMENT

City Attorney Donald Larkin announced that there was no reportable action.

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:35 p.m.

MINUTES PREPARED BY:

Michelle Bigelow, Deputy City Clerk



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

PREPARED BY: Chris Ghione, Public Services Director
APPROVED BY: City Manager

APPROVE PEACE POLE ART PROPOSAL

RECOMMENDATION(S)

Approve the updated design for the Peace Pole Project for installation at the Civic Center with specific City input to be included for the different and appropriate languages.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Diversity and Inclusiveness

POLICY CONSIDERATION:

Understanding the artwork being created is not being funded by the City, should the languages for the Peace Pole art project be left to the artist to make the final decision on or should the Library, Culture and Arts Commission (LCAC) and the Council be involved in the process to make that decision?

REPORT NARRATIVE:

In October 2011, the City Council approved the installation of the Peace Pole art project at the Civic Center in the grass area near the Sister Cities Monuments (Attachment No. 1). The Council further directed the LCAC to continue to work with the project volunteers on the artwork. The fundraising for the art project has moved slowly, but the project volunteers are now approaching their fundraising goal for the project. The volunteers believe that after hosting a final fundraising event scheduled for May 10th, adequate funds will be available to install the art project.

Since the timeframe from when the proposal was initially proposed has been lengthy and the updated design provides more detail on the project, staff believed it appropriate for the LCAC and the Council to review the art proposal. The updated proposal is included as Attachment No. 2.

LCAC reviewed the proposal on March 5, 2019 and recommended that the art proposal be approved. LCAC had significant discussion on the languages proposed for the artwork. The artwork will have the word "Peace" included on the monument in approximately a dozen languages. The exact number of languages is not yet known as the art piece is not being predesigned and is planned to involve a fluid process where the artist organically creates the art. The project volunteers preferred to leave the choice of languages to the artist with input from volunteers and LCAC. LCAC wished to receive

further clarity on the final decision on the languages and has assigned a liaison to work with the volunteers and artist. If the Council moves forward with the recommended action, this commissioner and City staff would work to coordinate clarity on the languages prior to installation.

COMMUNITY ENGAGEMENT: Empower

This project is proposed to be designed by an artist and funded by the project volunteers through fundraising.

ALTERNATIVE ACTIONS:

The City Council could choose to not approve the project or approve with further direction and/or requirements.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council approved the Peace Pole artwork to be installed at the Civic Center in October 2011. LCAC reviewed the proposal on March 5, 2019 and recommended that the art proposal be approved.

FISCAL AND RESOURCE IMPACT:

There is no significant fiscal impact associated with the report or the recommended action. The ongoing maintenance of the artwork is assumed to be minimal and the El Toro Arts Commission of the Morgan Hill Community Foundation has expressed its intent to fund the needed maintenance to the structure. There will be minor one-time costs to adjust the sprinklers in the area to accommodate the location of the artwork within the grass area.

CEQA (California Environmental Quality Act):

Categorical Exemption

The minor alteration of existing city facilities that involve negligible or no expansion of use fall within the CEQA categorical exemption of Class 1, Existing Facilities.

LINKS/ATTACHMENTS:

1. October 26, 2011 Staff Report
2. Peace Pole Project Proposal



CITY COUNCIL STAFF REPORT

MEETING DATE: *October 26, 2011*

LIBRARY, CULTURE AND ARTS COMMISSION RECOMMENDATION ON PEACE POLE PROJECT

RECOMMENDED ACTION(S):

- 1.) Direct Library, Culture, and Arts Commission to continue forward with Peace Pole Project as outlined.
- 2.) Direct staff to locate the Peace Pole on the Civic Center campus near the existing Sister City public art.

EXECUTIVE SUMMARY:

One of the Library, Culture and Arts Commission's (LCAC) duties is to review and make recommendations to the City Council regarding 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. To guide the LCAC through this process, the Council adopted LCAC policies and procedures (included in attached material). For FY 11/12, the LCAC's adopted work plan includes supporting permanent public art. More specifically, the work plan states that the LCAC will "monitor and support the Peace Pole project."

As such, LCAC is recommending (letter attached) moving forward with the Peace Pole Project as outlined by community member, Janet Librers-Leach in her proposal to LCAC dated May 10, 2011 (attached). Ms. Librers-Leach described a Peace Pole "is an internationally recognized symbol of the hopes and dreams of humanity for peace on earth" and that there are approximately 250,000 Peace Poles around the world. According to www.peacepoles.com, "The Peace Pole Project is the official Project of The World Peace Prayer Society. It started in Japan in 1955 by Masahisa Goi, who decided to dedicate his life to spreading the message, "May Peace Prevail on Earth" in response to the bombings on Hiroshima and Nagasaki. Peace Poles are handcrafted monuments erected the world over as international symbols of Peace."

If the Council directs LCAC to continue with this project, the next steps would include Ms. Librers-Leach initiating a community fundraising campaign to pay for the project (estimated at less than \$5,000) and selecting/commissioning an artist. LCAC would stay engaged throughout the process and then work with Ms. Librers-Leach, the selected artist, and City staff to coordinate installation. Staff concurs that the most appropriate location for the Peace Pole would be near the existing Sister City public art on the Civic Center campus.

The El Toro Culture and Arts Committee, a subdivision of the Morgan Hill Community Foundation, has agreed to manage and be financially responsible for any and all maintenance of the Peace Pole.

FISCAL/RESOURCE IMPACT:

There is no fiscal impact by directing the LCAC to move forward with the Peace Pole project. The necessary staff time to support the LCAC's effort is included in the Community Services Department's work program.

Attachments: Letter from LCAC outlining recommendations for Peace Pole Project

- a. Peace Pole Proposal
- b. LCAC Policies and Procedures: City's Permanent Art Collection
- c. Guidelines for Maintaining Public Art

12.a

Agenda Item #

Prepared By:

Recreation Supervisor

Approved By:

Director of Community Services

Submitted By:

City Manager

Attachment: October 26, 2011 Staff Report (2239 : Peace Pole Art Proposal)

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LIBRARY, CULTURE AND ARTS COMMISSION
 17555 PEAK AVENUE
 MORGAN HILL, CA
 95037
 GENERAL: 408-782-0008
 FAX: 408-779-5450
 WWW.MORGAN-HILL.CA.GOV

September 13, 2011

Morgan Hill City Council
 17555 Peak Avenue
 Morgan Hill, CA 95037

Dear Mayor Tate and Morgan Hill Council Members:

The Library, Culture, and Arts Commission (LCAC) would like to recommend to the Morgan Hill City Council that it move forward with review and approval of the Morgan Hill Peace Pole Project, as proposed by Janet Librers-Leach (See Attached Proposal). The proposal thoroughly explains several components, including its purpose, design, costs, suggested locations, and benefits to the community.

The Peace Pole Project would not require any City generated or pre-allocated funds for construction or maintenance. Funds for the construction of the Peace Pole will stem solely from community members' donations. Once the project is completed, maintenance costs to cover damage, such as graffiti, or general wear and tear from weathering, would be managed by the El Toro Culture and Arts Committee, a subdivision of the Morgan Hill Community Foundation.

All efforts will be made to secure a local artist. The selected artist will be required to clearly delineate the technical requirements of maintaining the materials used to create the Peace Pole. The materials selected to create the Peace Pole will likely be low-maintenance and designed to withstand outdoor exposure over a long period of time. If the Peace Pole is located on City grounds, such as the area surrounding City Hall and the Morgan Hill Library, we ask that the normal grounds maintenance process to eliminate unwanted material, such as weeds or general debris, is also applied to the small area designated for the Peace Pole.

The Library, Culture and Art Commission's policies and procedures, specifically "City's Permanent Art Collection" (attached), provides a guideline as we work our way through the process. We are always available to discuss our recommendations, any proposals, or process considerations that emerge as the projects move forward.

Thank you,

Amy Whelan
 Library, Culture, and Arts Commission

Attachments: #1 Peace Pole Proposal
 #2 LCAC Policies and Procedures: City's Permanent Art Collection
 #3 Guidelines for Maintaining Public Art

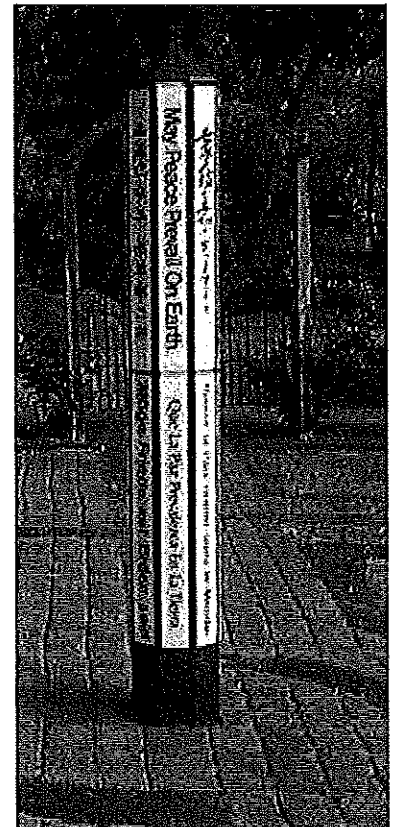
Attachment: October 26, 2011 Staff Report (2239 : Peace Pole Art Proposal)

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Proposal for the
Morgan Hill Peace Pole Project
Presented to the Morgan Hill Library, Culture & Arts Commission
By Janet Librers-Leach May 10, 2011

What is a Peace Pole

A peace pole is a hand-crafted or manufactured pole, ranging from 7-14 feet tall, that has the peace message "May Peace Prevail on Earth" inscribed in various languages on its sides. As a public object the pole stands as a permanent symbol of the message that it conveys, reflecting and informing the hopes and feelings of those who see it. A Peace Pole is an **internationally-recognized symbol of the hopes and dreams of humanity for peace on earth**. The peace pole movement was started in Japan by the World Peace Prayer Society in 1955, with the objective of **dedicating monuments of peace rather than conflict**. There are now estimated to be as many as 250,000 poles in nearly every country of the world. (Right, example of a peace pole)



Peace poles are usually placed in outdoor locations and warrant their presence in gardens and parks. Poles are "planted" in the ground, often cemented in place to provide permanence and stability. Traditionally peace poles are square, hexagonal or octagonal, each side roughly 3.5 inches wide allowing the peace message to be inscribed- up to two per side. Peace poles should be long lasting and can be constructed out of wood, copper, limestone, stainless steel, resin, or other materials that exude substance and endurance. They can be interesting and aesthetic. Peace Poles may be purchased or hand-crafted locally, displaying the languages that are meaningful to a local community and reflecting its diversity.

There are Peace Poles on the Allenby Bridge between Israel and Jordan; at the North Magnetic Pole; at the Hiroshima Peace Memorial; at the Peace Park where 84 Peace Poles commemorate

the Winter Olympics in Salt Lake City, Utah; at the War Museum in Viet Nam; at Robben Island in South Africa, where Nelson Mandela was imprisoned; at the Pyramids at El Giza in Egypt; on the top of Mt. Everest; at the Afghanistan Pakistan border; at the site of the baptism of Jesus at Bethany-Beyond-the-Jordan; and at schools, churches, synagogues, mosques and temples across the United States and around the world.

Purpose

A Peace Pole is an expression of art and hope, standing in silent vigil as a whispered desire for peace. The common goals of peace poles are to **promote lasting world peace** and to **support the rejection of violence**. The Morgan Hill Peace Pole will be a monument to be observed yet with a greater potential to engage, invoke, and develop community unity. Beyond an object of observation, the Peace Pole will:

- Create and define a place for personal reflection and community gatherings
- Connect Morgan Hill to a larger global network committed to peaceful unity
- Inspire those who lead and live in Morgan Hill
- Be a thought-provoking attraction for visitors
- Link people of all faiths, backgrounds and nationalities with others worldwide who are striving for a better world
- Become a model for future society with the establishment of the Morgan Hill Peace Pole Committee through the observance of the Peace Charter Pledge (based on the United Nations, Educational, Scientific, and Cultural Organization Manifesto of 2000). See below, Beyond the Physical Peace Pole.

Design

The proposed Peace Pole is carved from limestone (see example on next page) by an Ohio sculptor but a **locally-crafted option will be pursued**. The solidity of stone creates a legacy of perpetuity. The limestone pole is 7.5 inches in diameter, 10 feet tall, and weighs 600 pounds with seven flat sides. The seven sides represent the seven continents of the world. Each flat side is roughly 3.5 inches wide where the message; "May Peace Prevail On Earth" is engraved in

English and other languages, up to two per side. For the Morgan Hill Peace Pole it will be appropriate to include inscriptions in: English, Spanish, Italian, Japanese, Irish-Gaelic, Vietnamese, Arabic, French, Hebrew, Mandarin (Chinese), Tagalog (Philippine), Hindi (East Indian), Dari (Persian), and Braille. The languages chosen reflect Morgan Hill's sister cities of Japan, Mexico, Italy, and Ireland along with other languages reflecting Morgan Hill's diverse community. No maintenance of this pole is required.

Cost

Estimated costs for the Morgan Hill Peace Pole Project include:

The Limestone Peace Pole	2,500
Shipping of the pole (if not constructed locally).....	500 - 700
Seven additional translations (7 included at no charge).....	700
"Planting" of the pole (supplies).....	12
Total estimated cost of Pole and installation.....	\$3,712- \$3,912



Funding

Funding for the Morgan Hill Peace Pole and installation will be acquired from individual donations solicited through public and private events and donation stations. In order to obtain maximum participation from Morgan Hill's greater socio-economically diverse population, contributions of \$1 will be requested. No individual donation, sponsorship, or recognition will be given to ensure the egalitarianism of this project AND to alleviate entitlements. In addition, the absence of permanent name plaques and donor recognitions will assure project ownership to the entire community and to all future generations.

Dedication ceremony

The Morgan Hill Peace Pole can be dedicated (or unveiled) in a public ceremony that commemorates a special occasion (such as the UN-designated International Day of Peace) or

during a community event. The thoughts offered at our Peace Pole dedication ceremony will join Morgan Hill to a worldwide network of peace-makers who hope for peace.

Peace lovers of all faiths have been involved in Peace Pole dedications, including the Dalai Lama, Mother Teresa, President Jimmy Carter, Pope John Paul II, Deepak Chopra and John Denver, as well as Mayors, City Council members, pastors, clubs, and Girl Scouts.

Beyond the Physical Peace Pole

A secondary concept surrounding the Morgan Hill Peace Pole Project is the formation of a Morgan Hill Peace Pole Committee. This committee may consist of representatives from faith and community groups, cultural associations, government officials, public servants, corporations, businesses, schools, youth groups, and interested residents- **all with a vision to promote peace in the city of Morgan Hill that goes beyond the physical peace pole.**

Group members will involve themselves by envisioning the creation of the Peace Pole project **AND signing a Peace Charter Pledge** (based on the UNESCO Manifesto 2000 Culture of Peace), committing themselves and their group **to live and work in peaceful ways**. This commitment will serve as a reminder of the importance of working together and practicing tolerance to maintain a society free from war and violent conflict. This project will draw community members together in a spirit that lasts well beyond the creation of the physical pole linking them in a common purpose and mission for peace, friendship, and community.

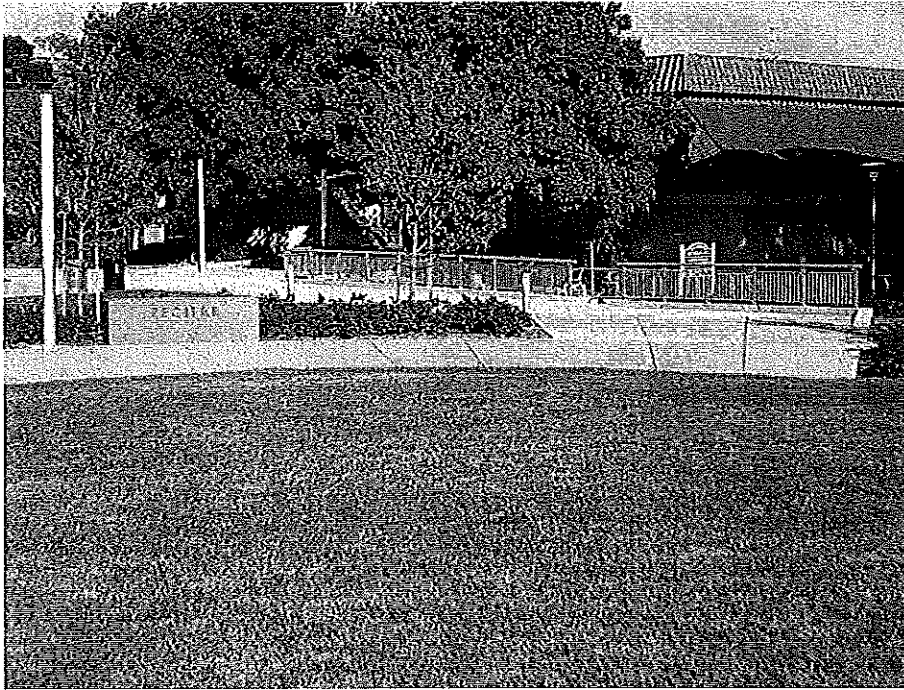
(SEE PEACE CHARTER PLEDGE- A PLEDGE FOR PEACE, AT THE END OF THIS PROPOSAL)

Proposed Location

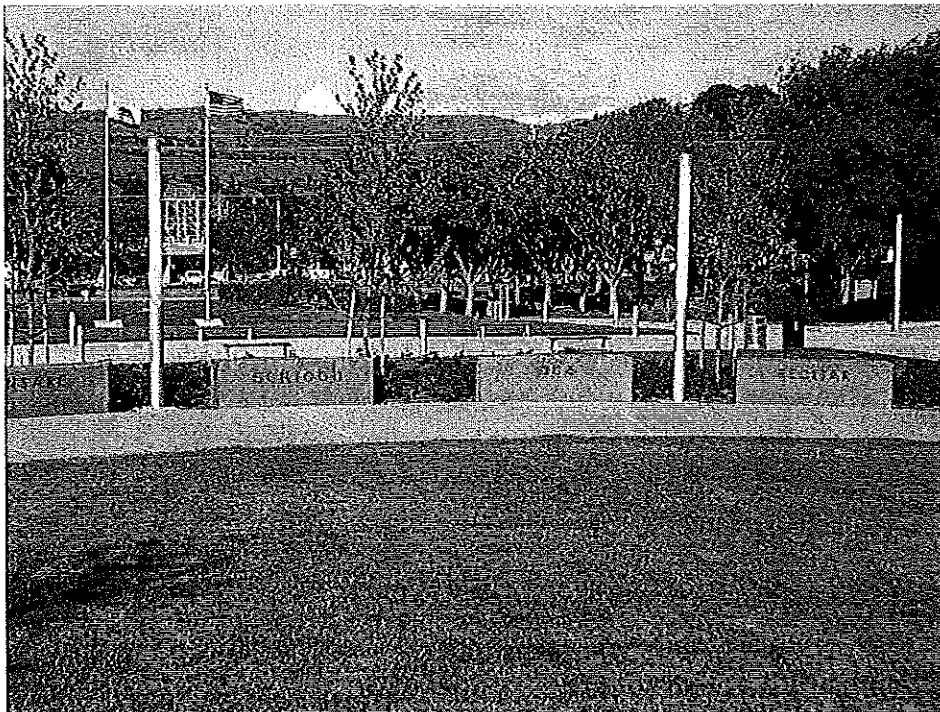
It is essential for the pole to be in a central, public location allowing it to be viewed from all sides in a space with ample room for crowd assembly. Two locations are suggested, both lending capacity to create a strong physical AND visual connection between the sculpture and the community. The Peace Pole will greatly enhance both areas by providing an additional art element that can be enjoyed by onlookers and creating space for personal reflection and

community gatherings. The first suggested location is in the center of the circular grass area that is situated near the Morgan Hill Library, the city offices, and the Sister City bench structures (pictures #1, 2, and 3).

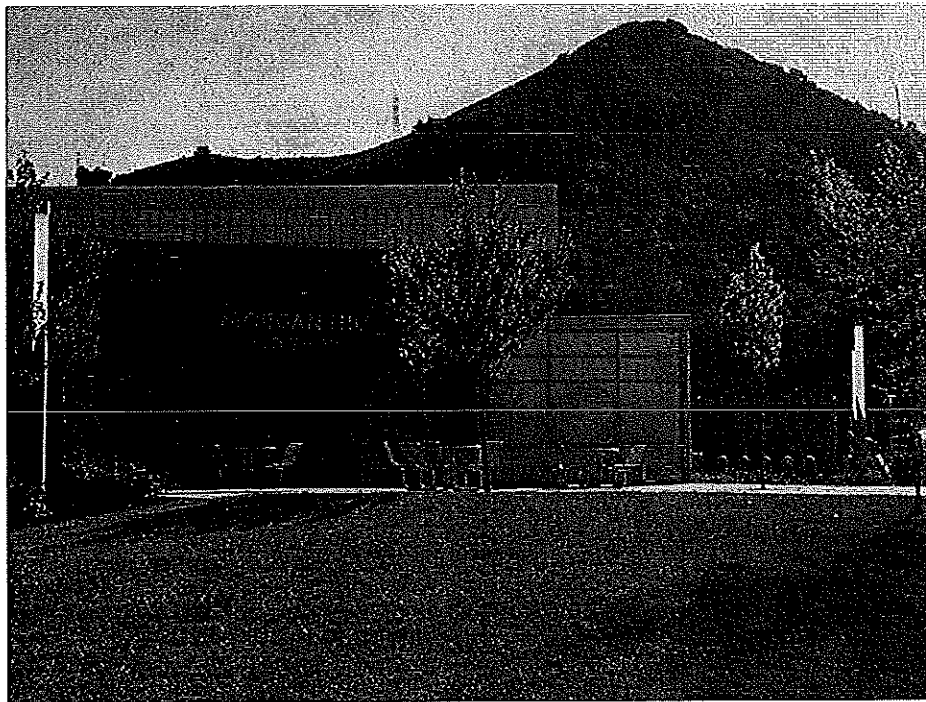
Picture #1- First proposed location near Morgan Hill Library and the City Offices.



Picture #2- First proposed location near Morgan Hill Library and the City Offices.



Picture #3- First proposed location, different angle facing library and El Toro Mountain.



The second suggested location is to place the pole on the large grass area of the Morgan Hill Community and Cultural Center near the amphitheater (pictures #4, 5, and 6).

Picture #4- Second proposed location near M.H. Community & Cultural Center.



Picture #5- Second proposed location at the Morgan Hill Community & Cultural Center.



Picture #6- Second proposed location of grass area facing the amphitheater.



Example, right, is a peace pole located in the center of a circular landscaped area.



PEACE CHARTER PLEDGE

A PLEDGE FOR PEACE

I pledge
in my daily life,
in my family,
my work,
my community,
my country and
my region, to:

RESPECT ALL LIFE

Respect the life and dignity of each human being without discrimination or prejudice.

REJECT VIOLENCE

Practice active non-violence, rejecting violence in all its forms: physical, sexual, psychological, economical and social, in particular towards the most deprived and vulnerable such as children and adolescents.

SHARE WITH OTHERS

Share my time and material resources in a spirit of generosity to put an end to exclusion, injustice and political and economic oppression.

LISTEN TO UNDERSTAND

Defend freedom of expression and cultural diversity, giving preference always to dialogue and listening without engaging in fanaticism, defamation and the rejection of others.

PRESERVE THE PLANET

Promote consumer behavior that is responsible and development practices that respect all forms of life and preserve the balance of nature on the planet.

REDISCOVER SOLIDARITY

Contribute to the development of my community, with the full participation of women and respect for democratic principles, in order to create together new forms of solidarity.

Signed _____ Date _____

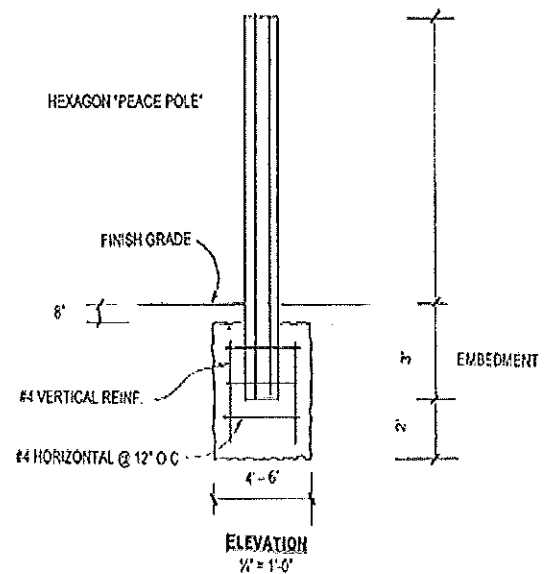
Address _____ City, State, Zip _____

Organization (if any) _____

E-mail _____

Installation

Peace Poles can be “planted” in the ground with or without a cement base. A pole placed **without** cement requires placing 3 feet of the pole underground by digging a 3 foot deep, narrow hole with a posthole digger then filling and tamping the earth around the pole. A pole placed **with** cement requires the same 3 foot deep hole; a rebar frame to secure the pole in a vertical and horizontal position; and ready-mix cement to create a cement foundation (see installation elevation, right).

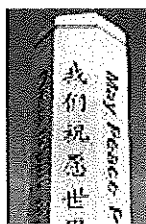


Materials List

- 1 Peace Pole
- 2 Bags Sakrete (80 lb)
- 1 Length Rebar (#4- 1/2" x 10')

Different Types of Peace Poles

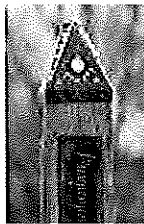
Limestone



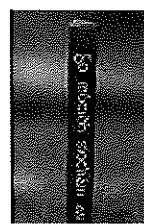
Copper



Plaques



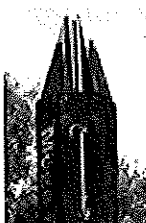
Stake



Resin



6-Sided



Stainless



Fountain



Stainless



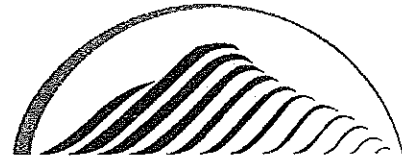
Round



Granite



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**CITY OF MORGAN HILL****LIBRARY, CULTURE AND ARTS COMMISSION
POLICIES and PROCEDURES****CITY'S PERMANENT ART COLLECTION**

The Library, Culture and Arts Commission will review and make recommendations to the City Council regarding 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.

A. Definition of Permanent Public Art

Permanent public art is that which is installed for one year or more in open and freely accessible areas designated as a public area, lobbies and public assembly areas of City property, or on non-City property if the work is installed or financed, either wholly or in part, with City funds or grants procured by the City..

B. Acquisition Policy – It is the policy of the City to encourage art in public places and to act as the conduit for the purpose of administration of a public art policy.

Acquisition Procedures:

1. All acquisitions as recommended by LCAC shall require review and approval by the City Council.
2. All acquisitions, whether purchased by or gifted to the City, shall require a contract addressing the terms of the acquisition; installation, instructions for maintenance; the manner in which work may be deaccessioned; and copyright, reproduction, and resale issues.
3. Funding for the maintenance must be determined prior to the acquisition.
4. The value of the work shall be agreed upon between the artist and the City.
5. Complete records shall be made and maintained by the staff representative to the Library, Culture and Arts Commission (LCAC) or other City staff as assigned by the Recreation and Community Services Director.

C. Review Policy – It is the policy of the City that all proposed acquisitions or gifts will be reviewed by a committee and that specific criteria be used in the approval process.

Review Procedures:

1. The review committee shall be made up of a member of the LCAC selected by the LCAC, a member of the community-at-large with expertise in public art selected by the LCAC, and a member of the City Staff selected by the City.
2. All submissions shall include a rendition of the work, a written description of the work including dimensions and material, proposed placement, a maintenance plan, and an estimated value.
3. The review criteria shall include:
 - a. quality of work
 - b. experience and abilities of the artist
 - c. style and nature
 - d. permanence and technical feasibility
 - e. budget
 - f. diversity
 - g. benefit
 - h. placement & public accessibility
 - i. ongoing maintenance requirements
 - j. public safety and liability
 - k. permanence
 - l. aesthetics/enhance surroundings
4. A recommendation will be made by the review committee to the LCAC who will, in turn, make a recommendation to the City Council.

D. Installation Policy – It is the policy of the City to install works of public art in areas in which they will provide the greatest benefit to the community.

Installation Procedures:

1. When determining the site of installation, the following criteria will be considered:
 - a. public safety
 - b. visibility
 - c. lighting
 - d. traffic patterns
 - e. function of the facility/site
 - f. relationship of the proposed work to pre-existing works on the site
 - g. future development plans for the area
 - h. landscape design
 - i. environmental assessment
 - j. public accessibility
 - k. appropriateness of the physical characteristics of the site
 - l. relationship to the social and cultural identity of the immediate community

2. Installation costs will be the responsibility of the artist or donating party unless otherwise stipulated in the contract.
3. Each artwork shall be identified by a plaque stating the artist's name, artwork title, and the date the artwork was dedicated. The cost and installation of the plaque shall be the responsibility of the artist or donating party unless otherwise stipulated in the contract.

E. Maintenance Policy – It is the policy of the City to keep works of public art in their intended condition through inspection (cursory inspection by City staff and annual inspection by the LCAC) and required maintenance.

Maintenance Procedures:

1. Before public art is accepted by the City there shall be a plan for its maintenance requirements and for the funding thereof.
2. Written instructions from the artist or donor for the proper care and maintenance of each work are required.
3. City staff will perform a cursory inspection of installed works as part of the regular and customary maintenance of the site.
4. LCAC will perform an annual inspection and inventory prior to the end of each fiscal year of all works and provide a written report of findings at a regularly scheduled LCAC meeting. LCAC will advise the City Council on any maintenance issues.

F. Deaccession Policy – It is the policy of the City to maintain its' permanent collection of public art in good condition and in keeping with the historical and cultural values of the community and will deaccession the work if the values are no longer met or if it is determined that maintenance costs are not feasible.

Deaccession Procedures:

1. An agreement regarding the manner in which the work may be deaccessioned shall accompany all acquisitions.
1. Physical evaluations may take place annually by the LCAC and a written report will be prepared by the LCAC and be submitted to Council for every work in the City's collection.
2. The following criteria will be used when determining deaccession of a work of art:
 - a. if the City cannot properly care for or store the work
 - b. if the aesthetic or the historical/cultural value of the work is no longer evident
 - c. if the work demonstrates faults in design or workmanship

- d. if the condition of the artwork requires repair or restoration in excess of the value or in excess of the funds allotted in the acquisition contract or available from the City.
3. The City shall dispose of all deaccessioned works in accordance with the terms specified in the acquisition contract or, if no terms are specified, by sale, trade, transfer or destruction. Ethical standards will apply.
4. Any and all monies raised from deaccession will be added to the Community Culture & Art Fund and in keeping with the California Resale Royalties Act.

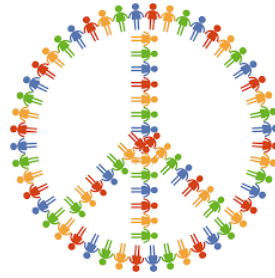
GUIDELINES FOR MAINTAINING PUBLIC ART

The Library, Culture and Arts Commission's Policies and Procedures regarding City's Permanent Art Collection requires annual inspection of the City's public art for maintenance purposes. Following the annual inspection, the LCAC is to advise the City Council on any maintenance issues.

1. The annual inspection and inventory of public art will occur prior to the close of the fiscal year, and preferably in the month of April (See ¶E(4));
2. For any major repair of public art, the LCAC shall report the same to the City Council and seek direction. A major repair is:
 - a. Repair or maintenance the cost of which exceeds the funds available to LCAC in the Art Foundation; or
 - b. A repair that could affect the integrity or visual perception of the work.
3. For routine maintenance, the LCAC shall:
 - a. Ensure that it has on file the recommendations and instructions from the artist for maintenance of the work (See ¶¶B(2)&E(2));
 - b. Where a professional is required for performing maintenance on the public art, the LCAC shall make its best efforts to create a list of qualified professionals who may be contacted to perform said work;
 - c. Where maintenance does not require professional work, the LCAC shall seek volunteers to perform the work;
 - d. Costs of routine maintenance will be paid from the Art Foundation to the extent funds are available and with the approval of the LCAC.

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MORGAN HILL



PEACE PROJECT

MAKE THIS TOWN “A PLACE OF PEACE”

The Mission

The mission of the Morgan Hill Peace Project is to build unity, tolerance and peaceful action in our community through the building of a peace monument and encouraging members to live peaceful lives.

The Monument

Crafted by a local artist, the monument will be a 10 foot-tall, 2 ton, vertical, basalt column with the word “PEACE” etched in 10 different languages. Its location has been approved to be placed in the grassy knoll between the library and the city offices. This monument will establish Morgan Hill as a culture of friendship—symbolizing our hope for a better world linking Morgan Hill with people of all faiths and nationalities worldwide. There are tens of thousands of peace monuments throughout the world in over 180 countries on every continent



The Pledge

Respect Life ~ Reject Violence ~ Share with Others ~ Preserve the Planet ~ Listen to Understand ~ Rediscover Solidarity (Peace Pledge adaptation from the United Nations Manifesto for a culture of peace and non-violence)

The Need

Your help is needed to fund the monument. This is a community effort that will build a culture of peace in our community. 100% of all donations go directly to the creation of the monument: www.gofundme.com/mhpeacemonument or checks to the Morgan Hill Community Foundation, P.O. Box 1974, Morgan Hill CA 95038.

Facebook- Morgan Hill Peace Project or www.mhpeaceproject.org

Artist's Rendering of Peace Monument



*Benches not included/option available later at additional cost

**All measurements are approximate

Morgan Hill Peace Project
SUGGESTED LANGUAGES FOR THE PEACE MONUMENT

English- Peace

Spanish – Paz

Mexico Sister City (San Martin de Hidalgo)

Japanese- 平和 **Heiwa**

Japan Sister City (Mizuho)

Italian- Pace

Italy Sister City (San Casiano de Val Pesa)

Gaelic (Irish) – **síocháin**

Ireland Sister City (Headford)

Turkey- **Barış**

Turkey Sister City (Seferihisar)

Vietnamese- **Hòa Bình, 和平**

Chinese- 和平

Farsi- صلح

Hebrew- **שלום and Shalom**

French- Paix

Tagalog- kapayapaan

Hindi/Urdu/Sanskrit- ? Shaanti, or Shanti, शांति

Braille - brass plate that attaches with adhesive



Future Site of Peace Monument

Art in Progress



Project Location



Adult Pledge A PLEDGE FOR PEACE

This pledge acknowledges my commitment to support and promote unity and tolerance in my community.

In good faith, I commit to follow these principles in my daily life:

RESPECT ALL LIFE

And dignity of each human being without discrimination or prejudice. Be kind to one another.

REJECT VIOLENCE

In all its forms: physical, sexual, psychological, economical, and social, especially towards the most deprived and vulnerable.

SHARE WITH OTHERS

My time and resources in a spirit of generosity to end exclusion, injustice, political and economic oppression. Give generously.

LISTEN TO UNDERSTAND

Defend freedom of expression and cultural diversity, giving preference always to dialogue and listening with an open mind and heart. Be a good listener.

PRESERVE THE PLANET

Promote consumer behavior that is responsible and those that preserve the earth's precious resources. Recycle and reuse.

REDISCOVER FRIENDSHIP

Contribute to the development of my community, while respecting democratic principles in order to create social justice and new forms of supporting my community members. Be a good helper.

I want to make my world a better place.

Signature_____Date_____

Child Pledge

"I pledge in my daily life, in my family, my school, my community & my country to:

1. Be Kind - I pledge to respect people that are different, and treat people and animals with kindness and fairness.
2. Reject violence - I pledge to find peaceful ways to work out my problems without using violent actions or words.
3. Share with others - I pledge to share my time to help out in my community to make life better for others.
4. Listen to understand. I pledge to allow others to express their point of view; to find win-win solutions to problems so that both sides can win; and 'agreeing to disagree' if we can't come to an agreement.
5. Preserve the planet - I pledge to practice good environmental habits like recycling and helping to protect the earth and its habitats.
6. Rediscover community - I pledge to do my best to help my family, friends and neighbors to get along



WINE & F WORLD E MUSIC S T

**FRIDAY
MAY 10, 2019
5PM 'till 9PM**

MORGAN HILL CELLARS
1645 San Pedro Avenue, Morgan Hill

Free entry, wine, food & friendship

PROCEEDS TO BENEFIT THE MORGAN HILL PEACE PROJECT

www.mhpeaceproject.org





CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

PREPARED BY: Harjot Sangha, Accounting Manager
APPROVED BY: City Manager

PROVIDE DIRECTION REGARDING ADOPTION OF A RESOLUTION OR ORDINANCE SUPPORTING THE CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN (CEDAW)

RECOMMENDATION(S)

1. Receive report; and
2. Provide direction.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Diversity and Inclusiveness
Advancing Regional Initiatives

POLICY CONSIDERATION:

Should the City Council consider adopting a policy or resolution in support, or an ordinance implementing the principles of the United Nation Convention on the Elimination of all forms of Discrimination Against Women (CEDAW)?

REPORT NARRATIVE:

On December 18, 1979, the United Nations General Assembly adopted CEDAW, a United Nations treaty for all women's equality. The CEDAW is a landmark international agreement that affirms principles of fundamental human rights and equality for women around the world (Attachment No. 1). It focuses on women's rights and provides a universal definition of discrimination against women and calls for action to eliminate discrimination in many areas including politics, law, employment, education, and health care. Thus far, 189 out of 193 United Nations member states have ratified CEDAW. United States signed the CEDAW in 1980 but has not formally ratified it.

In 2013, Women's Intercultural Network (WIN), a Non-Governmental Organization (NGO) with Consultative Status to the UN Economic and Social Council (ECOSOC), and The San Francisco Department of the Status of Women (DOSW), jointly launched a *Cities for CEDAW* campaign in 2013 (Attachment No. 2), to lead efforts that provide tools and leadership to empower local women's civil and human rights organizations and municipalities to effectively initiate CEDAW within their city, county, town or state by adopting resolutions or ordinances that support or implement three key components: a gender analysis of city departments and operations; an oversight body to monitor the implementation of a local CEDAW ordinance; and funding to support the implementation

of the principles of CEDAW. In 2015, The Leadership Conference on Civil and Human Rights joined the campaign to help build capacity and provide educational resources to inform cities to take action in their local areas and promote adoption of CEDAW principles for the Cities for CEDAW campaign.

In 1998, San Francisco became the first city in the United States to adopt such an ordinance (Attachment No. 3), followed by Los Angeles in 2003. According to the Cities for CEDAW website, as of August 2018, 7 cities or counties have adopted ordinances (including County of Santa Clara – Attachment No. 4), 31 cities or counties have adopted resolutions, and 31 additional cities and or counties have made commitments to use CEDAW principles in local law and policy by adopting resolutions and proclamations.

In January 2019, the City Council held its annual goal setting workshop at which it confirmed Morgan Hill's vision to sustain a safe, inclusive, socially responsible, environmentally conscious, and economically sound community. Further, the City Council instituted fundamentals to its success by having 9 ongoing priorities, which includes enhancing diversity and inclusiveness. At the request of the Mayor, staff has prepared this item for consideration for the City Council tonight.

Should the City Council be interested in forming a position regarding CEDAW, staff recommends the City Council adopt a resolution in support, as a first step towards developing and adopting a future ordinance which would provide a more comprehensive framework. If Council is interested, Staff will prepare a resolution of support and return to Council at a future meeting with a recommendation to adopt and outline next steps.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of a position the City Council may take regarding CEDAW.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

None.

FISCAL AND RESOURCE IMPACT:

There were no significant fiscal or resource impacts in preparing this report as it was an activity accommodated within the existing workplan within the City Manager's office.

Should the Council direct staff to prepare an ordinance, it is likely the ordinance and its implementation would result in a financial and resource impact. Staff would evaluate and present these potential impacts in future reports, as applicable.

CEQA (California Environmental Quality Act):

Not a Project. This is an administrative activity of the government that will not result in direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. Introduction to CEDAW and Full Text (web link)
2. Cities for CEDAW Campaign Website (web link)
3. San Francisco CEDAW Ordinance (web link)
4. County of Santa Clara CEDAW Ordinance
5. City of Long Beach Resolution of Support (web link)

ORDINANCE NO. NS-300.919

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA ADDING CHAPTER XXIV OF DIVISION A6 OF THE COUNTY OF SANTA CLARA ORDINANCE CODE RELATING TO THE ESTABLISHMENT OF A TASK FORCE ON THE CONVENTION ON THE ELIMINATION OF ALL FORMS OF DISCRIMINATION AGAINST WOMEN

Summary

This Ordinance establishes a Task Force on the Convention on the Elimination of All Forms of Discrimination against Women to study and make recommendations to help ensure that the needs of women and girls are appropriately considered in County programs and services.

WHEREAS, in California and throughout the United States, cities and counties have strengthened their commitment to women's equality by adopting resolutions and/or ordinances affirming the principles of the United Nations Convention on the Elimination of all forms of Discrimination Against Women (CEDAW) and integrating the gender equity and human rights principles found in CEDAW into city and county operations; and

WHEREAS, on May 3, 2005 the Board of Supervisors adopted a resolution affirming the principles of CEDAW and directing the Commission on the Status of Women to convene a CEDAW Task Force and explore the possibility of adopting an ordinance to implement and integrate those principles into County operations; and

WHEREAS, in its final report to the Board, the Task Force established in 2005 recommended the adoption of such an ordinance to promote better governance in areas of concern for women and girls; and

WHEREAS, the Board of Supervisors wishes to create a mechanism to assess the operations of the County from a gender perspective and to help ensure that County operations respect, protect, and guarantee the human rights of women and girls, particularly – although not exclusively – in the areas of economic prosperity, gender-based violence, health care, affordable housing, education, and criminal justice; and

WHEREAS, the Board of Supervisors wishes to adopt positive measures to ensure the full enjoyment of the rights of women and girls as recognized in local, state, federal, and international law, including CEDAW, the International Covenant on Civil and Political Rights, and the Convention on the Elimination of all forms of Discrimination.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CLARA
ORDAINS AS FOLLOWS:**

SECTION 1. Division A6 of the Ordinance Code of the County of Santa Clara relating to Boards and Commissions is hereby amended by adding a new Chapter to be numbered and titled and to read as follows:

**CHAPTER XXIV.
TASK FORCE ON THE CONVENTION ON THE ELIMINATION OF ALL
FORMS OF DISCRIMINATION AGAINST WOMEN**

Sec. A6-270. Establishment.

There is hereby established a Task Force on the Convention on the Elimination of All Forms of Discrimination Against Women (CEDAW), referred to herein as the CEDAW Task Force. The CEDAW Task Force shall exist for three years, commencing upon the date of its first meeting.

Sec. A6-271. Membership; term.

The CEDAW Task Force shall consist of nine members, appointed by the Board of Supervisors, designated as follows:

- (a) The Director of the Office of Women's Policy as Chair of the CEDAW Task Force;
- (b) Two representatives from the Commission on the Status of Women, to be nominated by said Commission;
- (c) One member from the community to be nominated by each Supervisor and the County Executive, for a total of six members.

The Board of Supervisors and County Executive shall seek to nominate members of the community with the following areas of expertise, with no specific expertise qualification assigned to each particular seat:

- (1) Economic development and security;

- (2) Gender-based violence;
- (3) Education and leadership;
- (4) Health care issues;
- (5) Housing; and
- (6) Criminal justice.

All members shall be County residents. Each member shall serve for the three-year term of the CEDAW Task Force, unless they no longer qualify for the seat they hold. A member's failure to attend three consecutive meetings without good cause as determined by the Chairperson will result in notification to the appointing authority, which may result in removal of the member from the CEDAW Task Force. All new Task Force members shall receive a comprehensive orientation and training.

Sec. A6-272. Purpose and duties.

- (a) The CEDAW Task Force shall serve as an advisory body to the Board of Supervisors for the purpose of analyzing County programs and services from a gender perspective and making recommendations to help the County meet the needs of vulnerable women and girls.
- (b) The CEDAW Task Force shall meet twice a calendar year.
- (c) Each meeting shall focus on a core area of the County's work that has a substantial impact on vulnerable women and girls. With assistance from the Office of Women's Policy and other County departments, the CEDAW Task Force shall consider County programs and services in that area, analyze their impact on women and girls, and, when appropriate, make recommendations to help ensure that the programs and services considered meet the needs of vulnerable women and girls.
- (d) The CEDAW Task Force's first meeting shall focus on County programs and services for homeless residents and how those services can best meet the needs of homeless women and girls. The Office of Women's Policy, working in conjunction with relevant County departments, shall identify focus areas for each subsequent meeting.
- (e) The work of the CEDAW Task Force shall be informed by the following statements, which reflect CEDAW principles:

(1) Economic Prosperity: The County is committed to eliminating discrimination against women and girls in Santa Clara County regarding employment opportunities and other economic opportunities;

(2) Gender-based Violence: The County is committed to taking appropriate measures to prevent and redress sexual and intimate partner violence, dating violence, stalking, harassment and trafficking of adults and minors;

(3) Health Care: The County is committed to taking appropriate measures to eliminate discrimination against women and girls in the provision of health care;

(4) Affordable Housing: The County is committed to taking appropriate measures to ensure women and girls have access to adequate and affordable housing;

(5) Education and Leadership: The County is committed to taking appropriate measures to improve women and girls' access to all forms of education and leadership opportunities; and

(6) Access to Justice for Women and Girls: The County is committed to taking appropriate measures to support application of a gender lens, where appropriate, to policies and practices relating to justice-involved women and girls.

Sec. A6-273. Organization.

The CEDAW Task Force shall organize itself in accordance with Section 506 of the Charter. Procedures for the conduct of business not otherwise specified herein shall be contained in the bylaws of the Task Force. The initial bylaws, and any amendments to the bylaws, following approval as to form and legality by County Counsel, shall be approved by the Board of Supervisors.

Sec. A6-274. Staffing.

- (a) The Clerk of the Board or his or her designee shall be ex officio secretary of the CEDAW Task Force and shall provide secretarial assistance to the Task Force.
- (b) The Office of Women's Policy shall provide staff assistance to the CEDAW Task Force.

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Sec. A6-275. Repeal.

This Chapter shall be automatically repealed three years after the first meeting of the CEDAW Task Force.

Sec. A6-276 – A6-279. Reserved.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Clara, State of California, on DEC 12 2017 by the following vote:

AYES: **CHAVEZ, CORTESE, SIMITIAN, WASSERMAN, YEAGER**

NOES: **NONE**

ABSENT: **NONE**

ABSTAIN: **NONE**

DAVE CORTESE, President
Board of Supervisors

ATTEST:

MEGAN DOYLE
Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

LAURA S. TRICE
Lead Deputy County Counsel

1678910



CITY COUNCIL STAFF REPORT

MEETING DATE: March 20, 2019

PREPARED BY: Tiffany Brown, Associate Planner
APPROVED BY: City Manager

ADOPT ORDINANCE APPROVING DEPOT-LATALA DEVELOPMENT AGREEMENT TO CONFIRM RESIDENTIAL DEVELOPMENT CONTROL SYSTEM (RDCS) PUBLIC BENEFIT COMMITMENTS FOR 49 DOWNTOWN RDCS BUILDING ALLOTMENTS. THE PROPERTY, IDENTIFIED BY ASSESSOR PARCEL NUMBER 726-13-049, IS LOCATED ON THE EAST SIDE OF DEPOT STREET, NORTH OF EAST DUNNE AVENUE.

RECOMMENDATION(S)

1. Open and close public hearing;
2. Waive first and second reading of Development Agreement Ordinance; and
3. Introduce Development Agreement Ordinance.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Maintaining Fiscal Responsibility

2019 Strategic Priorities

Economic Development
Financial Stewardship
Housing
Traffic/Transportation

GUIDING DOCUMENTS

Bikeways
Trails
Parks and Recreation Masterplan
Downtown Specific Plan
Economic Blueprint
General Plan/Housing Element
Station Area Master Plan
Vision Zero

POLICY CONSIDERATION:

Can the required findings be made for the RDCS Development Agreement (Attachment No. 2) as described in the attached ordinance?

PROJECT SITE AND DEVELOPMENT PROPOSAL

The project site is an approximate two-acre rectangular parcel located adjacent to the railroad tracks on the northeast side of Depot Street and East Dunne intersection. The

developer, Latala Group, LLC, (“Developer”) proposes to construct a residential/commercial mixed-use project and reconstruct and realign Depot Street.

The 2035 General Plan Transportation Element is the City’s guiding document for future transportation circulation in the City. General Plan Policy TR-3.15 recommends the realignment of Depot Street south through the existing Community and Cultural Center parking lot to connect to Church Street to provide a continuous north-south travel route to, from, and within Downtown. In addition, the 2009 Downtown Specific Plan states that the preferred plan for Depot Street would re-route the roadway through the existing CCC parking lot to connect to the existing Dunne Avenue at the Church Street intersection consistent with Chapter 3: Multi-Modal Circulation and Streetscapes, Chapter 7: Infrastructure and Chapter 8: Implementation and Plan for Investment.

As a part of the project, the Latala Group, LLC proposes to realign Depot Street through the Community and Cultural Center (CCC) to connect to the East Dunne Avenue and Church Street intersection to comply with the City’s guiding documents. The .29 acres of remaining Depot Street right-of-way will be incorporated into the mixed-use project creating a 2.29-acre site. The project contemplates 40 townhome-style units, ranging in size from 1,246 s.f. to 1,562 s.f. and 9 condominiums of 575 s.f. to 845 s.f. above 3,000 square feet of office space near the southwest end of the project.

PROJECT BACKGROUND

On April 18, 2018, the City Council approved an Exclusive Right to Negotiate Agreement (ENA) with the Latala Group, LLC, which included the realignment of Depot Street as part of a residential development for the Hale Lumber Site. On October 3, 2018, the City Council approved a Disposition Development Agreement (DDA) with the Developer to memorialize an agreement for redeveloping the site. The DDA required:

- Realignment and construction of new Depot Street to connect with Church Street;
- Replacement of the parking spaces and parking enhancements for the Community and Cultural Center property with no net loss of parking;
- Development of a 3,116 square foot mixed-use building to be constructed by the developer and ground floor offices to be sold to the City;
- The vacation of a portion of Depot Street; and
- The use of a portion of the CCC parking lot for Depot Street reconstruction.

On October 17, 2018, the City Council adopted Ordinance No. 2282 N.S., approving General Plan and Zoning Amendments for the proposed new Depot Street right-of-way as the first step towards realigning Depot Street. The proposed realignment of Depot Street is dependent on the redevelopment of the Hale Lumber site as a mixed-use project.

The Developer was then required to submit for Planning Entitlements for the project. In conformance with the approved DDA, the applicant submitted preliminary and final RDCS applications and was awarded 49 building allotments at the January 22, 2019 Planning Commission meeting (Attachment No 3, 4 and 5). The Planning Commission also recommended approval of the RDCS Development Agreement (DA) to memorialize the project public benefit commitments. The Developer has agreed to provide additional commitments contained in the RDCS DA, that are beyond those in the DDA, including:

- Inclusionary Housing commitment of 10 percent and an in-lieu fee contribution of \$2,772 per unit (\$135,828 towards Housing Fund);
- Contribution to City's Safe Access to Schools Fund (\$49,000);
- Contribution to Water and Wastewater Infrastructure (\$98,000); and
- Contribution to Off-Site Street and Parking Improvements (\$394,000)

Downtown projects are exempt from the RDCS competition but must meet a minimum qualifying score of 160. For this project to qualify, additional public benefit commitments (listed above) were necessary in addition to the DDA public benefit commitments. The developer was not precluded from receiving points for those commitments made within the DDA. The combined DDA and RDCS public benefit commitments exceed the average amount of commitment typically provided in a residential project that participates in the RDCS program.

The Council began discussion of the RDCS Development Agreement at the February 20, 2019 meeting and continued the item with a request for follow up information related to overall RDCS allocations for Downtown, trees and tree removal policy, Downtown circulation, potential future grade separations, train quiet zones, and Downtown capacity and construction. These items are summarized below.

1. Downtown Exempt units and Allocation Adjustments for 2018 competition

Downtown Set-a-Side Units

On November 8, 2016, the voters of the City of Morgan Hill approved Measure S, the successor to the prior RDCS, known as Measure C. The Measure S ordinance repealed and replaced in its entirety the prior RDCS ordinance associated with Measure C as well as Measures A and F, which governed residential development allotments in the Downtown.

Measure A exempted 500 residential units in a 20-block area of the Downtown from the City's RDCS program. Prior to its expiration, 343 Measure A Downtown allotments, including 40 very low-income deed restricted units (11.6%), had been awarded to the following projects:

Measure A Downtown Allotments Awarded	
Project Name	Allotments

E. Dunne-EAH	40
Diana-DeNova	40
Butterfield- Wm Lyon Homes	110
Depot-Weston	16
E. Third-City Ventures	29
Sunsweet	83
E. Main-Ahlin	14
W. Dunne-Gera	11
Total	343

Measure F exempted 100 units from the RDSCS; however, these allotments were never utilized.

For Downtown projects, Measure S provides 500 set-aside allotments within the Downtown Specific Plan boundaries. No more than 100 set-aside allotments may be awarded each year. To be eligible for these allotments, a project must meet the City's objective planning criteria by receiving at least 80 percent of the total maximum score in the RDSCS competition criteria, or 160 points. Eligible projects are not required to wait to compete for set-aside allotments during the annual competition. These allotments are awarded by the Planning Commission on a first-come, first-served basis. There were no Downtown set-a-side allotments issued in either 2017, the first year for Measure S (April 2017-Dec.2017), or 2018.

The Depot-Latala project was the first project to be considered for Measure S Downtown set-a-side allotments. The applicant requested 49 allotments for the project and was awarded the request. If the project is approved, there will be 51 Downtown allotments available for remainder of 2019.

Allocation Adjustments for 2018 RDSCS Competition

Measure S allows the City Council the option to choose to allocate up to 215 allotments for a designated competition year or establish an alternative lesser number of available allotments. If the City Council decides to reduce the number of allotments from 215, that decision is based upon the five criteria provided in Section 18.156.110.B of the Morgan Hill Municipal Code:

- a. Reducing the number of allotments is necessary to prevent a sudden spike in construction of new housing caused by a backlog of awarded allotments which have not yet been exercised.
- b. Public infrastructure and services are or will be inadequate to accommodate the new development. Public infrastructure and services include public schools, the transportation system, parks, police, fire service, storm drainage, wastewater, and water service.

- c. Other conditions are present that necessitate a reduction in the number of available allotments to achieve the RDCS purpose as stated in Section 18.78.010 (RDCS Purpose and History).
- d. Downtown and/or Agricultural Preservation Set-Aside allotments have been issued. The number of annual allotments must be reduced to address the issuance of any set-aside allotments.
- e. There is insufficient demand necessary to produce high quality developments or public benefits.

For the 2017 and 2018 Measure S RDCS competitions, the City Council found that a reduction in the available city-wide allotments was warranted. During consideration for the 2018 Competition, City Council reduced the overall number of allotments to account for exempt affordable projects that received allocations outside the RDCS system. For the 2018 competition, 85 unassigned allotments are available.

2. Tree Evaluation and Tree Replacement Plan

There are nine large trees located on the Hale Lumber site. Eight of the nine trees are located adjacent to Depot Street. The ninth tree is located on the edge of the property adjacent to the Union Pacific Railroad tracks. These trees were evaluated by Smith Tree Specialists, Inc., ISA Certified Arborists, for health, condition, and stability of the trees; recommendations for preservation or removal were made (Attachment No. 8). The report was peer reviewed by a second arborist, Kielty Arborist Services, LLC, Certified Arborists (Attachment No. 9). Both consultants agree about the health and condition of the trees and stated that “trees, such as coast Live Oak, appear to have good vigor, and from a distance look like a healthy tree, but when closely observed can have numerous structural problems and could have high risks of failure.” As a result of the findings of the tree health report, two of the nine trees are recommended for preservation. The proposed site plan (Attachment 7) reflects the two trees to be preserved and creates open spaces around them. Further recommendations were made regarding replacement.

The Developer will go above the Arborist recommendations regarding replacements by replacing the seven trees to be removed with mature 48” box Oak trees at a 2:1 planting ratio and plant as many of those trees onsite as possible. If all the trees will not fit on the site, they will work with staff to determine alternative planting locations.

3. Depot Street Realignment: Circulation and Safety

The General Plan Transportation Element creates a framework for making Morgan Hill a safe and efficient place to travel whether by train, bus, car, bike, or foot with the key focus being to construct new roadways, fill in “missing links” or segments of roadway, and/or provide for increased connectivity of the roadway system. The realignment of Depot Street through the CCC parking lot has been a General Plan Policy goal since the 1980's.

The goal of the proposed realignment is to enhance circulation in Downtown by:

- Removing a conflict point through the elimination of an off-set intersection
- Eliminating an intersection within close proximity to the UPRR tracks (± 120 ft.)
- Providing a direct connection to a four-way signalized intersection
- Creating a bike and pedestrian friendly roadway
- Engineering a curvilinear roadway to prevent speeding
- Eliminating the existing cut-through traffic within the CCC parking lot

An August 10, 2018 Hexagon Consultants, Inc. Transportation Impact Analysis found that realigning Depot Street with Church Street would improve multimodal circulation in Downtown and that there would be no negative impacts.

Vision Zero

At the January 18, 2018 meeting, the City Council adopted Vision Zero; a Plan that prioritizes pedestrian safety through design. The proposed street design is consistent with Vision Zero goals for pedestrian and vehicular safety improvements. It provides for full street improvements, including:

- Detached sidewalks between 5th Street and East Dunne Avenue
- A secondary pathway from Depot Street to East Dunne Avenue
- Speed management through street design
- Elimination of fast cut-through traffic through the CCC parking lot
- A mid-block crosswalk, offering pedestrian connectivity from the smaller parking lot

4. Depot Street realignment: Grade Separations and Quiet Zones

Grade Separations

The project is bounded by the Union Pacific Rail Road (UPRR) on the east, Depot Street on the west, and East Dunne Avenue on the south. General Plan Transportation Element Policy TR-3.18 encourages the construction of a grade-separation on East Dunne Avenue and the rerouting of Depot Street through the existing CCC parking lot to create an intersection with Church Street. These enhancements are recommended to 1) continue to provide connectivity from Depot Street to East Dunne, 2) improve emergency vehicle response time, 3) minimize vehicle delays, and 4) improve overall circulation in the area.

The Depot Street realignment will be necessary should a grade separation be constructed at East Dunne Avenue in the future. A grade separation would cause extreme grade changes, causing Depot Street to dead-end at Dunne Avenue. With the realignment to Church Street, a completed intersection at Dunne will still function and provide a connection from Depot Street, should a grade separation be implemented. (See Attachment 8)

Quiet Zones

A Quiet Zone is a term used when trains are allowed to cross a street without sounding their horns. Quiet Zones require physical improvements, and approval by and an agreement with the Federal Railroad Administration. If East Dunne Avenue is grade separated in the future, there would no longer be an at grade crossing; therefore, trains would not be required to sound their horns at the crossing, eliminating the need for a Quiet Zone at that location. If Dunne is not grade separated, the improved Depot Street alignment to Dunne at Church Street, enhances the safety findings required of an application for Quiet Zone status.

In 2017, the City contracted with Michael Baker International to evaluate railroad crossings near residential areas for Quiet Zones. The study analyzed existing crossing equipment, outlined what additional crossing equipment improvements would be necessary, and identified the cost of implementation and construction (Attachment No. 6). The plans identify the location of the additional Quiet Zone equipment for East Dunne Avenue. The plan illustrates enough room within the existing UPRR right-of-way and East Dunne Avenue right-of-way to accommodate the new crossing equipment. The proposed residential project does not affect the City's ability to qualify for a Quiet Zone at this crossing in the future. However, when applications for Quiet Zones are filed, rail and road conflict history and design are part of the evaluation. Relocating the Dunne/Depot road access point provides improved safety by eliminating roadway conflicts close to the rail crossing. Michael Baker International confirmed that realigning Depot Street, would be beneficial when applying for Quiet Zones.

5. Development and Construction Capacity within Downtown

Development and Infrastructure

The Downtown Specific Plan is Morgan Hill's guiding document for Downtown development. It was approved in 2009 establishing land use and development standards, infrastructure, parking, and design guidelines. The Plan was created to facilitate the development of a wide diversity of uses serving the community, creating an active Downtown village by developing residential, retail, restaurant, and entertainment uses within an urban setting.

One of the Downtown Specific Plan urban design goals and objectives is to create visual and physical linkages to Downtown with unified landscaping and streetscape improvements. The Downtown Specific Plan analyzed a variety of infrastructure services and improvements needed to meet the demands of current and future residents and businesses, including transportation, water, sewer, storm drainage, solid waste, and energy systems.

The Downtown Specific Plan stated development assumptions and environmental clearance for 874 housing units and 182,839 square feet of retail space by 2030. The Plan projected the growth rate of retail, office, and housing for 2009, 2015, and 2030, as

illustrated in table 1.1 below. While Downtown has seen some recent investments in housing and retail, the existing retail and housing development is below projections for 2015. Based on these numbers there is still development capacity and environmental clearance available for retail, residential and office/service land uses within Downtown.

Table 1.1 Downtown Specific Plan 2030 Development Summary – Blocks 1-14

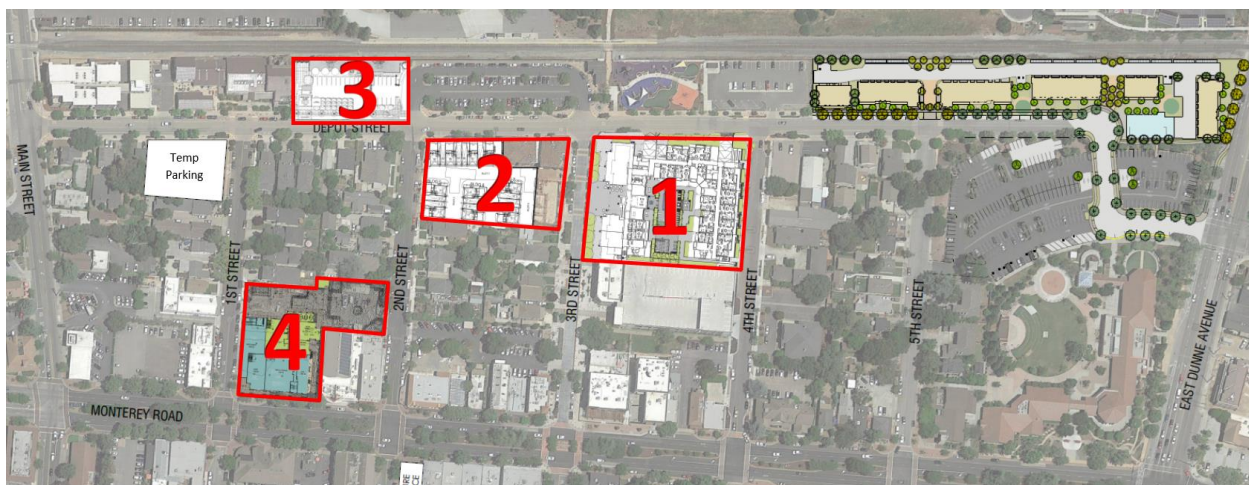
Land Use	Existing Development 2009	Development by 2015	Current Development 2019	Development by 2030
	Projected	Projected	Current/under construction	Projected
Retail (square feet)	123, 365	217,586	153,003	289,855
Residential (Dwelling Units)	193	739	663	874
Office/Service (square feet)	122,248	152,405	123,778	182,839

Construction Downtown

A map with a list of current and future construction within Downtown is below. There are four projects under construction or with permits and for which construction is imminent. The estimated completion dates for each project are also listed.

1. Sunsweet Apartments – Under construction, in framing stage. Estimated time of completion in December 2019.
2. Depot Station – Buildings facing 3rd Street and Depot Street are completed and occupied. Remaining building facing 2nd Street and two interior buildings should be completed by end of summer 2019.
3. Granary Expansion – Building permit review stage. Expected start of construction by June 2019 and estimated completion of building by Spring 2020.
4. Granada Hotel – Construction expected to begin April 1, 2019 - estimated completion by 2021

Figure 1.1 Downtown Development Projects



Estimated Construction Schedule for Depot Street and Hale Lumber

If the DA is approved, the applicant will proceed with the Design Review, Tentative Map, Inclusionary Housing Agreement and Environmental Assessment with design permit review at Planning Commission and Council by end of Summer. Per the DDA, the applicant will work with City staff to develop a construction management plan, final tract map, and improvement plans for the road realignment. This work is estimated to be completed by end of 2019 to early 2020.

Once the Developer has received all approvals for Planning Entitlements, the Developer will submit for building permits and begin construction. In an ideal situation, the Depot Street realignment should be completed first. However, the site is too small, and the underground infrastructure and connections may necessitate that all the improvements happen at once. Street construction is expected to take approximately four to six months, but it could take up to a year depending upon the coordination and scheduling with outside agencies such as PG&E. If the project is approved, City staff will work with the developer to secure as much replacement parking during construction as possible. It is possible, that as many as 68 parking spaces may be impacted during construction. The developer and staff have already engaged special event coordinators to discuss the possible disruption to activities.

COMMUNITY ENGAGEMENT: Inform

The ENA was noticed for the April 18, 2018 City Council meeting. The community was also noticed of the Downtown Housing and Retail Capacity, Trends, and Opportunities workshop with the Planning Commission at the July 24, 2018 meeting.

In addition, the Developer met with:

- ☐ Jeff Dixon on June 15, 2018 representing the Freedom Fest event
- ☐ Downtown Restaurant Association on August 13, 2018
- ☐ Downtown Association on August 16, 2018
- ☐ Chamber of Commerce on August 28, 2018

- Sunday Minnich representing the Mardi Gras event on September 10, 2018
- Chamber of Commerce Economic Development Committee on September 13, 2018
- Cricket Rubino representing Bingo at the CCC on September 13, 2018.

This hearing was publicly noticed (mailing to property owners within 300 feet of the project and newspaper legal noticing) for the minimum 10-day period.

ALTERNATIVE ACTIONS:

If the Council cannot make the findings to approve this Development Agreement, Depot Street will not be realigned in conjunction with the new residential development on the Hale Lumber Site. The property owners of Hale Lumber site will likely move forward with applications for a residential only project that could complicate the future realignment and reuses of Depot Street.

The resources to fund the realignment of Depot Street are provided by the sale of .29 acres of vacated Depot Street right-of-way and some of the adjacent project impact fees. If Depot Street is not realigned in conjunction with the redevelopment of the Hale Lumber site, another funding source will have to be identified for the road realignment in the future. The estimated cost of construction for the realignment of Depot Street is \$710,821, and the parking lot enhancements total \$190,905, for a total cost of \$901,726. See Fiscal and Resource Impact section of this report for more information.

If the Development Agreement is not approved, the City will also lose the opportunity to purchase a 3,000 square foot office building for approximately \$800,000 to be used for the non-profit center. City construction of a similar sized building would increase the cost substantially as public projects require bidding, prevailing wages, insurance, etc. If the City were to build a 3,000 square foot building as a stand-alone project, it would likely cost about \$1.5 million.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- April 18, 2018 – ENA was presented and approved by City Council.
- July 20, 2018 – Planning Commission Workshop on Downtown Housing and Retail Capacity, Trends, and Opportunities.
- August 21, 2018 – Presentation to the Parks and Recreation Commission for the opportunity to purchase the 3,000 square foot office space within the proposed development. Parks and Recreation Commission recommended approval to City Council.
- September 5, 2018 – Presented City Council the opportunity to purchase the 3,000-office building for non-profits, to be developed as part of the project.

- October 3, 2018 – Approved Disposition Development Agreement for the sale of .29-acres of former Depot Street right-of-way and realignment of Depot Street to Church Street in conjunction with the redevelopment of the Hale Lumber site.
- October 17, 2018 – City Council adopted Ordinance No. 2282 N.S., approving General Plan and Zoning Amendments for the Depot Street right-of-way as the first step towards realigning Depot Street.
- January 22, 2019 – Planning Commission awarded 49 Downtown allotments and recommended approval of the RDCS Development Agreement to memorialize the commitments for those units.

FISCAL AND RESOURCE IMPACT:

Depot Street Realignment with Parking Lot Enhancements

The original estimated cost of construction for the realignment of Depot Street is \$710,821 and the parking lot enhancements total \$190,905, for a total cost of \$901,726.

The realignment of Depot Street includes vacating and then selling 0.29 acres of the existing Depot Street right-of-way for redevelopment. The value of the .29 acres as established by appraisal is \$303,178. This will be contributed to the reconstruction as the City's contribution for the portion of the improvements that benefit the City.

As part of a new Development project, street frontage improvements are required. This typically includes grading, sidewalks with landscaping, curb, and gutter, sanitary, storm drain, and water, and repaving the road. The estimated cost for street frontage improvements that would have been required without the realignment of Depot is \$213,739. This project cost will be contributed to the reconstruction.

Additionally, if the DA is approved and the realignment of Depot Street is part of the redevelopment of the Hale Lumber site, an additional \$107,191 in the construction of Depot Street with parking lot improvements would be contributed from a portion of fees paid by Latala Group, LLC as a part of their commitments for the new development of Hale Lumber.

Resources:

Cost estimates were provided for the total cost of construction for the realignment of Depot Street, parking lot enhancements, and Hale Lumber off-site improvements for the portion between CCC parking lot entrance off Depot to East Dunne Avenue. The table below describes the costs and payment resource at the time the DDA was executed in October of 2018. At that time the developer had only submitted and received comment on the RDCS pre-application. As a result of the final RDCS submission, the payment resource has changed from the sources identified in the DDA as indicated in two areas:

TABLE 1.1

	ESTIMATE PRIOR TO RDCS	ACTUAL AFTER RDCS
CREDIT FROM VALUE OF DEPOT STREET	\$303,178	\$303,178
CREDIT FROM DEPOT FRONTAGE IMPROVEMENTS	213,739	213,739
CREDIT FROM RDCS COMMITMENTS (MUNI INFRASTRUCTURE)	193,904	98,000
CREDIT FROM RDCS COMMITMENTS (TRANSPORTATION)	190,905	394,000
TOTAL PROJECT COST/CAPITAL PLEDGED	\$901,726	\$1,008,917

(This does not include additional \$135,828 Housing Fund, Safe School Access \$49,000 pledges)

Office Building

The project includes a 3,000 square foot office building that the City would like to purchase for non-profit services. An appraisal was completed for the proposed structure, assessing the price at \$800,000. The City can fund the acquisition of a non-profit service center building from the Recreation Center Impact Fund (360). On September 5, 2018, the Council was provided options for funding. If approved, the appropriation request would occur at a future date, based on the timing of the project (Attachment No. 10).

CEQA (California Environmental Quality Act):

The Final Master Environmental Impact Report for the Morgan Hill Downtown Specific Plan was certified in November 2009 in conformance with California Environmental Quality Act (CEQA) Guidelines Section 15175(a), identified the impacts of the Downtown Specific Plan in order to streamline the later environment review of projects and approvals required to implement the Specific Plan. The intent was for the Downtown Specific Plan FEIR to be a program-level document from which subsequent development consistent with the Specific Plan could tier from (in conformance with CEQA Guidelines Section 15176(d)).

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

CEQA Guidelines § 15164 states that the lead agency or a responsible agency shall prepare an Addendum to a previously certified EIR if some changes or additions are necessary, but none of the conditions described in § 15162 calling for preparation of a subsequent EIR have occurred.

An Addendum was prepared to provide a program-level CEQA analysis of the proposed project, as part of the adopted 2009 Downtown Specific Plan EIR. The Addendum found no impacts that were not previously disclosed in the General Plan FEIR or the Downtown Specific Plan Master FEIR, nor would it result in a substantial increase in the

magnitude of any significant environmental impacts previously identified.

LINKS/ATTACHMENTS:

1. Ordinance
2. Development Agreement
3. Planning Commission Reso. 19-01
4. Planning Commission Reso. 19-02
5. January 22, 2019-Planning Commission Staff Report (web link)
6. Quiet Zone Crossing Plans for East Dunne Ave.
7. Tree Removal Exhibit
8. Arborist Report
9. Arborist Report Peer Review by 2nd Arborist
10. September 5, 2018 - Non-Profit Center Staff Report (web link)

ORDINANCE NO. , NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL
APPROVING A DEVELOPMENT AGREEMENT DA2018-
0007: DEPOT-LATALA FOR A 49-UNIT MIXED USE
DEVELOPMENT LOCATED ON THE EASTERLY SIDE OF
DEPOT STREET NORTH OF EAST DUNNE AVENUE (APN
726-13-049)**

**THE CITY COUNCIL OF THE CITY MORGAN HILL DOES
ORDAIN AS FOLLOWS:**

SECTION 1. The Planning Commission, pursuant to Chapter 18.156 of the Morgan Hill Municipal Code (MHMC), awarded 49 Downtown RDCS set-aside building allotments to application RDCS2018-0002 Depot-Latala. Additionally, pursuant to MHMC Chapter 18.116.040, the Planning Commission recommended approval of the Development Agreement.

SECTION 2. The City Council of the City of Morgan Hill adopted Ordinance Number 1594, as revised by Ordinance Number 2277, establishing a procedure for processing Development Agreements in Chapter 18.116 for projects receiving allotments through the Residential Development Control System, Chapter 18.156, of Title 18 of the MHMC.

SECTION 3. Sections 65864 through 65869.5 of the California Government Code authorize the City of Morgan Hill to enter into binding Development Agreements with persons having legal or equitable interests in real property for the development of such property.

SECTION 4. References are hereby made to certain Agreements on file in the office of the City Clerk of the City of Morgan Hill. These documents to be signed by the City of Morgan Hill and the property owner(s) set forth in detail the development schedule, the types of homes, and the specific restrictions on the development of the subject property. Said Agreement herein above referred to shall be binding on all future owners and developers as well as the present owners of the lands, and any substantial change can be made only after further public hearings before the Planning Commission and the City Council of this City.

SECTION 5. The City Council hereby accepts the recommendation of the Planning Commission and further finds that the development proposal and Development Agreement approved by this Ordinance are consistent with the goals, objectives, policies, general land uses, and programs specified in the General Plan and the Downtown Specific Plan. The project would provide 49, residential units in a mixed use development, as well as the realignment of Depot Street. There have been no General Plan policy conflicts identified with the proposed project.

SECTION 6. The City Council hereby finds that the Development Agreement is compatible with the uses authorized in the zoning district in which the real property is located because the proposed mixed-use development is permitted within the Mixed Use-Downtown Specific Plan area and would be compatible with the surrounding residential and small business uses.

SECTION 7. The City Council has duly considered city mitigation programs in effect at the time of execution of the agreement and hereby finds that the project is subject to the payment of applicable impact fees and community benefit commitments as part of the RDCS process.

SECTION 8. The City Council hereby finds that the project will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood because project construction would adhere to state, local and federal laws. The project is a mixed-use residential development that would include the same normal daily operations of other surrounding uses.

SECTION 9. The City Council of the City of Morgan Hill finds that the Development Agreement was analyzed pursuant to the provisions of the California Environmental Quality Act and city's procedures adopted pursuant thereto. The City Council further finds that, on the basis of the whole record before it, there is no substantial evidence that the project as currently proposed will have a significant effect on the environment beyond what was anticipated in the Initial Study/Addendum previously prepared for purposes of the Development Agreement and this finding reflects the City Council's independent judgment and analysis. The custodian of the documents or other material which constitute the record shall be the Development Services Department.

SECTION 10. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values because the project will provide high quality architecture consistent with the City's Architectural Design Guidelines. The project will also be consistent with state and local laws.

SECTION 11. Testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

SECTION 12. Severability: If any part of this Ordinance is held to be invalid or inapplicable to any situation by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or the applicability of this Ordinance to other situations.

SECTION 13. Effective Date; Publication. This ordinance shall take effect thirty (30) days after the date of its adoption. The City Clerk is hereby directed to publish this ordinance or a summary thereof pursuant to 36933 of the Government Code.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 20th DAY OF ~~FEBRUARY~~ MARCH 2019, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF MARCH 2019, 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:

Rich Constantine, Mayor

ATTEST:

DATE:

IRMA TORREZ, City Clerk

∞ CERTIFICATE OF THE CITY CLERK ∞

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. ____, New Series adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the ____ day of March 2019.

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

DATE: _____

Clerk

IRMA TORREZ, City

Attachment: Ordinance (2247 : RDCS/DA Depot Latala Cont.)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Morgan Hill
Development Services Department
17575 Peak Avenue
Morgan Hill, CA 95037

RECORDING FEES EXEMPT
PURSUANT TO GOVERNMENT
CODE SECTION 27383

DEVELOPMENT AGREEMENT

by and between the
CITY OF MORGAN HILL
a California municipal corporation

and
THE LATALA GROUP, LLC
a California Limited Liability Company

regarding the
THE DEPOT-LATALA MIXED USE RESIDENTIAL DEVELOPMENT PROJECT

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

RESIDENTIAL DEVELOPMENT AGREEMENT
 BY AND BETWEEN
 THE CITY OF MORGAN HILL
 AND
 THE LATALA GROUP, LLC
 REGARDING THE
 THE DEPOT-LATALA MIXED USE RESIDENTIAL DEVELOPMENT PROJECT

This Development Agreement ("**Agreement**") is entered into on the below-stated "**Effective Date**" by and between the City of Morgan Hill, a California municipal corporation, (hereinafter "**City**"), and The Latala Group, LLC, a California limited liability company, and its successor and assigns (hereinafter, collectively, "**Developer**"), pursuant to Section 65864 *et seq.* of the Government Code of the State of California and City's police powers. City and Developer are, from time to time, also hereinafter referred to individually as a "**Party**" and collectively as the "**Parties**."

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other considerations, the value and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 *et seq.* ("**Development Agreement Statute**"), which regulates development agreements with any person having a legal or equitable interest in real property providing for the development of that property and establishes certain development rights in the property. In accordance with the Development Agreement Statute, and by virtue of its police powers, City has the authority to enter into development agreements, and has reflected that authority in its Morgan Hill Municipal Code (Chapter 18.116 *et seq.*) ("**Enabling Ordinance**"). This Agreement has been drafted and processed pursuant to the Development Agreement Statute and the Enabling Ordinance.

B. Developer currently has a legal and/or equitable interest in the Property.

C. Developer proposes to plan, develop, construct, operate and maintain the Project on the Property (as such terms are defined herein).

D. As of the Effective Date, various land use regulations, allotments, entitlements, grants, permits and other approvals have been adopted, issued, and/or granted by City relating to the Project (collectively "**Existing Approvals**"), including without limitation, all of the following:

1. Downtown Exempt allotments awarded pursuant to an RDCS application (RDCS2018-0002: Depot-Latala) and associated public benefit commitments;
2. Environmental Assessment EA2018-0013; and,
3. Disposition and Development Agreement DA2018-0005.

The Existing Approvals are more particularly described in the Addendum to the 2035 General Plan Final EIR and 2009 Morgan Hill Downtown Specific Plan Final EIR for the Morgan Hill Hale Lumber Land Exchange Project and the resolutions adopting the Existing Approvals.

E. For the reasons recited herein, Developer and City have determined that the Project is the type of development for which this Agreement is appropriate. This Agreement will help to eliminate uncertainty in planning, provide for the orderly development of the Project consistent with the planning goals, policies, and other provisions of the City's General Plan and City's Municipal Code, and otherwise achieve the goals and purposes for which the Development Agreement Statute was enacted.

F. On January 22, 2019, the Morgan Hill Planning Commission awarded allotments for the Project as set forth in the Developer's application for residential allotments pursuant to Chapter 18.156 ("**Residential Development Control System**", or "**RDCS**") of the Morgan Hill Municipal Code ("**Code**"). This Agreement serves to secure in a permanent and enforceable manner the public benefits and commitments included in the Developer's application as required under Section 18.156.120.J of the Code.

G. On January 22, 2019, following a duly noticed and conducted public hearing, the Planning Commission of the City ("**Planning Commission**") considered the Development Agreement for recommendation to the City Council, and determined that the Development Agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan; is compatible with the uses authorized in the zoning district in which the real property is located; duly considers City mitigation programs in effect at the time of execution of the agreement; will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood; complies with the provisions of the California Environmental Quality Act and City's procedures adopted pursuant thereto; and will not adversely affect the orderly development of property or the preservation of property values.

ARTICLE 1

ADMINISTRATION

1.01 Effective Date. Following a duly noticed and conducted public hearing, the Morgan Hill City Council ("City Council") introduced an ordinance ("**Ordinance**"), accepting the recommendation of the Planning Commission, finding that this Agreement's provisions are consistent with the General Plan and any applicable specific plan, approving this Agreement, and directing this Agreement's execution by City. The City adopted the Ordinance, and the Ordinance became effective thirty (30) days later. The "Effective Date" in this Agreement shall be the date that the Ordinance became effective.

1.02 Definitions.

(a) The following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

- (1) "**Allotments**" shall mean those residential allotments awarded Developer through the Residential Development Control System
- (2) "**Applicable Law**" shall have that meaning set forth in Section 2.01(a) of this Agreement.

- (3) “**Commitments**” shall have that meaning set forth in Section 2.04(a) of this Agreement.
- (4) “**Director**” shall mean the Director of Community Development, and his or her designee.
- (5) “**Existing Approvals**” shall have that meaning set forth in paragraph D of the Recitals of this Agreement.
- (6) “**Existing City Laws**” shall mean all City ordinances, resolutions, rules, regulations, guidelines, motions, practices and official policies governing land use, zoning and development, RDCS, permitted uses, density and intensity of use, maximum height, bulk and size of proposed buildings, and other City land use regulations in force and effect on the Effective Date of this Agreement.
- (7) “**Impact Fees**” shall mean those fees imposed so that developments bear a proportionate share of the cost of public facilities and service improvements that are reasonably related to the impacts and burdens of the Project, adopted pursuant to Morgan Hill Municipal Code Chapter 3.56 and California Government Code Section 66001 *et seq.*
- (8) “**Legal Effect**” shall mean the ordinance, resolution, permit, license or other grant of approval that has been adopted by City and has not been overturned or otherwise rendered without legal and/or equitable force and effect by a court of competent jurisdiction, and all applicable administrative appeal periods and statutes of limitations have expired.
- (9) “**New City Laws**” shall mean any and all City ordinances, resolutions, orders, rules, official policies, standards, specifications and other regulations, whether adopted or enacted by City, its staff or its electorate (through their powers of initiative, referendum, recall or otherwise) that is not a Subsequent Approval, that takes “**Legal Effect**” after the Effective Date of this Agreement, and that applies City wide.
- (10) “**Project**” means the development containing 49 units in a mixed-use residential development, as more particularly described in the RDCS Application RDCS2018-0002:Depot-Latala as described in Exhibit B. Any reference in this Agreement to the “Project” shall mean and include the “Property”.
- (11) “**Project Approvals**” mean, collectively, the Project’s Existing Approvals and the Subsequent Approvals.
- (12) “**Property**” shall mean that certain real property consisting of approximately 2.28 acres located within the City, as more particularly described and shown on Exhibit A to this Agreement.
- (13) “**RDCS**” means the Residential Development Control System set forth in Chapter 18.156 of the Morgan Hill Municipal Code.
- (14) “**Second Notice**” shall have that meaning set forth in Section 4.07(c) of this Agreement.
- (15) “**Subdivision Document**” means, pursuant to Government Code Section 66452.6(a) and this Agreement, any tentative map, vesting tentative map, parcel map, or final map, or any such new map or any amendment to any such map, or any resubdivision.

- (16) **"Subsequent Approvals" and "Subsequent Approval"** mean those City permits, entitlements, approvals or other grants of authority (and all text, terms and conditions of approval related thereto), that may be necessary or desirable for the development of the Project, that are sought by Developer, and that are granted by City after the City Council adopts the Ordinance, including without limitation, subdivision maps and building permits.

(b) To the extent that any defined terms contained in this Agreement are not defined above, then such terms shall have the meaning otherwise ascribed to them elsewhere in this Agreement, or if not in this Agreement, by controlling law, including the Morgan Hill Municipal Code.

1.03 **Term.**

(a) The term ("**Term**") of this Agreement shall commence on the Effective Date, and then shall continue (unless this Agreement is otherwise terminated or modified as provided in this Agreement) until the earliest of (1) the loss of all residential allotments for the Project pursuant to the RDCS, if applicable, (2) the issuance of a certificate of occupancy for all units in the Project or (3) ten (10) years plus one day after the Effective Date; provided however that Developer's obligations pursuant to Sections 2.03 and 2.04 shall survive the termination of this Agreement until such obligations are fully performed and completed in accordance with this Agreement.

(b) If any "**Third-Party Challenge**" (as that term is defined in Section 4.06(a) of this Agreement) is filed, then the Term of this Agreement shall be tolled for the period or periods of time from the date of the filing of such litigation until the conclusion of such litigation by dismissal or entry of a final judgment ("**Litigation Tolling**"). Notwithstanding the foregoing, regardless of the number of Third-Party Challenges that may be filed during the Term of this Agreement, the sum total of such Litigation Tolling shall not exceed five (5) years. The filing of any Third-Party Challenge shall not delay or stop the development, processing or construction of the Project, or the approval or issuance of any Project Approvals, unless enjoined or otherwise controlled by a court of competent jurisdiction. The Parties shall not stipulate to the issuance of any such order unless mutually agreed to.

ARTICLE 2

APPLICABLE LAW

2.01 **Applicable Law—Generally.**

(a) As used in this Agreement, "**Applicable Law**" shall mean the rules, regulations, official policies, standards, and specifications applicable to the development of the Property listed below in this Section 2.01. The order of their importance is the order in which they are listed (with highest importance listed first, second most important listed second, etc.); in the event of a conflict between them, their order shall determine which one controls (the one listed higher controlling over the one listed lower):

- (1) All the provisions, terms and conditions of this Agreement.
- (2) Existing Approvals.
- (3) The Subsequent Approvals, provided such Subsequent Approvals are:
 - (i) In compliance with all controlling California law;

- (ii) Mutually agreed to by the Parties;
 - (iii) In compliance with this Agreement; and
 - (iv) Duly enacted by City.
- (4) The "Existing City Laws" that are not in conflict with this Agreement and the Project Approvals.
 - (5) Any "New City Laws" Developer is subject to as provided in Section 2.09 of this Agreement.

(b) The Parties shall cooperatively assemble all of the necessary documents to memorialize, to the best of their abilities, the Project Approvals, Existing City Laws, and the terms and conditions contained in this Agreement to assist Developer to maintain the documents assembled and to provide a continuing reference source for the approvals granted and the ordinances, policies and regulations in effect on the Effective Date of this Agreement.

2.02 Vested Right to Applicable Law.

(a) During the Term of this Agreement, Developer shall have the vested right to develop the Project subject only to, and in accordance with, the Applicable Law, and during the Term of this Agreement, City shall have the right to regulate the development and use of the Project subject only to, and in accordance with, the Applicable Law.

(b) Nothing contained herein will give Developer a vested right to obtain a sewer connection for said Project in the absence of sewer capacity available to the Project.

(c) Pursuant to this Agreement, the Applicable Law will be an expanding body of law, such as, for example, when Subsequent Approvals are granted by City, and/or when Developer becomes subject to a New City Law pursuant to this Agreement.

(d) The vested rights to develop the Project in accordance with Applicable Law and this Agreement shall be vested only to those residential units having an RDCS residential allotment. Nothing contained herein shall give Developer a vested right to develop the described Project absent valid RDCS residential allotments.

(e) Developer agrees that the terms and conditions of this Agreement and conditions of approval issued pursuant to this Agreement shall govern and dictate the vesting of the Developer's right to develop in lieu of any other instrument of vesting, including any vesting tentative map or any other agreement, instrument or document purporting to vest any right of development. Developer agrees to waive any vesting rights by operation of any otherwise applicable City, state or federal law.

2.03 Project Impacts and Costs.

(a) Agreement Subject to Project Mitigation Requirements. Notwithstanding any other express or implied term or condition of this Agreement (or the Approvals) to the contrary, throughout the Term of this Agreement, the full and complete mitigation of all environmental (including any mitigation measure adopted pursuant to CEQA), physical, fiscal and other impacts of the Project and the Property on the community and on

the City of Morgan Hill and its services, facilities, operations and maintenance (collectively, "**Project Mitigation**") shall be borne by and shall be the sole and exclusive responsibility of the Developer. Such Project Mitigation may be conditions of any Applicable Law or Project Approval and may include a mix of different approaches, including without limitation, Developer construction of and/or financing of such services, facilities, operations and maintenance through the payment of impact fees or other fees, taxes, levies, assessments, or other financing mechanisms including without limitation, reimbursement agreements, Landscaping and Lighting Districts, Mello-Roos Districts, Community Facilities Districts, Assessment Districts, Tax-Exempt and Taxable Financing Mechanisms, Maintenance Districts, Homeowners Associations, and participation in the Statewide Communities Infrastructure Program (collectively, "**Financing Mechanisms**"). The necessary scope and extent of such Project Mitigation, and which combination of Financing Mechanisms should be employed relating to such Project Mitigation to assure success of the Project Mitigation, shall be determined by City, in its sole and exclusive discretion, pursuant to appropriate City ordinance, resolution, regulations or procedures, taking into account and guided by the pre-existing rights of others in the existing and future public services and facilities (including their operations and maintenance) that Developer may seek to use. If no Financing Mechanism is available to fund the Project Mitigation, then the Project shall not progress forward.

(b) Impact Fees. In addition to any agreed-upon Project-specific requirements as set forth in Section 2.04 and as part of the Developer's sole and exclusive obligation to cover Project Mitigation, Developer shall pay all Impact Fees and in the amounts in legal effect at the time any such Impact Fees become due and payable as provided for in the City's Municipal Code.

(c) Processing Fees. In addition to any agreed-upon Project-specific requirements as set forth in Section 2.04, the Project (including Developer as owner of same) shall be responsible for the costs to City of processing any and all Developer-requested land use approvals, including without limitation, building permits, plan checks, and environmental studies required pursuant to CEQA and other similar requests for City permits and entitlements, when such costs are incurred by City. City shall impose those funding requirements needed to ensure that the processing costs to the City are fully covered by the Developer. Further, if additional, accelerated, or more frequent inspections are requested by Developer of City than would otherwise take place in City's ordinary course of business, then City may either hire additional contract inspectors, plan checkers, engineers or planners, or City may hire a full or part time employee. If City hires additional contractors, then Developer shall reimburse City, on a monthly basis in arrears, the cost to City of hiring such additional contract inspectors, plus Developer shall pay to City an additional ten percent (10%) of such cost to City on the same payment schedule. City shall use such additional 10% to defray administrative costs. If City hires a full or part time employee, then Developer shall reimburse City, on a monthly basis, in arrears, for a pro rata share of the total cost to the City of such employee, plus ten percent (10%) for administrative costs, for the period from hire to the end of the Term of this Agreement.

(d) Allocation of Sewage Treatment Payment Credits to Developer. The City has a sewer credit program available to certain developers within the former downtown redevelopment area (RDA) on a first come, first served basis. To the extent available, this project is located in the former RDA area and is eligible to receive credit for sewer impact fees. These sewer credits shall be secured through building permit issuance.

2.04 RDSCS and Other Specific Project-Specific Requirements.

(a) The Specific Restrictions and Requirements set forth in Exhibit C are public benefit commitments ("**Commitments**") voluntarily assumed by Developer in return for benefits derived from the City's RDSCS allotment approval program. These requirements are not Project Mitigation within the meaning of Section 2.03 of this Agreement. Developer hereby agrees that these requirements are not subject to credit, refund or

reimbursement or prohibition pursuant to otherwise applicable City, state or federal law and hereby waives any such right to credit, refund, reimbursement or prohibition. These Commitments are voluntarily assumed by Developer in return for benefits derived from the RDCS. Pursuant to the RDCS, awarding of residential allotments to new development is a competitive process based on a point system. Additional points can be awarded to a development proposal that voluntarily commits towards providing a public benefit contribution in addition to those already required to mitigate its impacts. The Commitments result in additional points, thereby allowing the development proposal to secure a higher score pursuant to the RDCS, which in turn may provide a high enough score for the development proposal to secure residential allotments. The Commitments set forth in Exhibit C, derived from that RDCS process, are enforced through this Agreement.

(b) Substitution of Commitments within the same Objective may be allowed in limited circumstances, as provided in Section IV. F of the RDCS Competition Manual, with approval of the Community Development Director documented through an Administrative Amendment as provided in Section 3.05 of this Agreement. Substitution may be allowed only if the proposed changes result in the project receiving the same or higher score within each Objective, maintain or improve the quality of the project, and would result in the same or greater value to the City or its future residents. No changes which would subject the Project to further environmental review under CEQA shall be approved. In circumstances in which Substitution within the same Objective is not possible, Substitution may be allowed only by resolution of the Planning Commission.

(c) The Developer's RDCS application – RDCS2018-0002:Depot -Latala and approval actions (as reflected in the official records, including agendas and minutes of the City Planning Commission on January 22, 2019 and City Council on February 20, 2019) shall be incorporated into this Agreement by this reference.

(d) Compliance with Inclusionary Housing Ordinance. Developer is required to comply with the Inclusionary Housing Ordinance Number 2278 which enacted Chapter 14.04 of the Morgan Hill Municipal Code by constructing ten percent inclusionary units on-site as described in Exhibit C. Should the City Council adopt an ordinance allowing payment of an in-lieu fee instead of on-site construction, Developer reserves the right to pay an in-lieu fee pursuant to the fee schedule in place at that time instead of constructing the units.

2.05 Construction Codes.

With respect to the development of any or all of the Project or the Property, Developer shall be subject to the California Building Code and all those other State-adopted construction, fire and other codes applicable to improvements, structures, and development, and the applicable version or revision of said codes by local City action (collectively referred to as "**Construction Codes**") in place at that time that a plan check application for a building, grading or other permit subject to such Construction Codes is submitted to City for approval, provided that such Construction Codes have been adopted by City and are in effect on a City-wide basis.

2.06 Timing of Development.

(a) Securing Building Permits and Beginning Construction. Developer is required to obtain any approvals or permits for the development of the Project in accordance with this Agreement, the Applicable Law, and the Project Approvals. However, any Subsequent Approval initiated by Property Owner which substantially changes the permitted uses or substantially increases the height, and density or floor area allowed under the Project Approvals, shall be subject to the rules, regulations, ordinances and official policies of the City then in effect. Developer agrees to secure building permits and to begin construction of the Project in accordance with the time requirements set forth in the Construction Codes and the RDCS, if applicable. In the event Developer fails to comply with the above permit issuance and beginning construction dates, and satisfactory

progress towards completion of the project in accordance with the Construction Codes, Project Approvals, and RDCS, Developer shall be in default of this Agreement, and must cure said default as provided in section 4.01 of this Agreement.

(b) Progress Reports Until Construction of Project is Complete. Developer shall make reports regarding the progress of construction in such detail and at such time as the Community Development Director of the City of Morgan Hill reasonably requests.

(c) City of Morgan Hill to Receive Construction Contract Documents. If the City reasonably requests copies of construction, off-site and landscaping contracts or documents, Developer agrees to furnish such documents to the City.

(d) Certificate of Completion. Within thirty (30) days after completion to the City's satisfaction of 100% of the total number of units in the Project, the City shall provide Developers with an instrument in recordable form certifying completion of the entire project.

2.07 Improvements.

In any instance where Developer is required to install improvements (including those set forth in Exhibit C), Developer shall obtain City approval of the plans and specifications and the timing and manner of the installation of improvements, and provided Developer has supplied all information required by City, City shall review and act on the application for such approval with good faith and in a reasonable manner. Where the actual cost of any improvement exceeds Developer's estimated cost or commitment, Developer shall be solely responsible for all improvement costs in excess of those approved by City unless otherwise provided for in a reimbursement agreement.

2.08 Overcapacity, Oversizing.

(a) City may require Developer to construct on-site and off-site improvements in a manner that provides for oversizing or overcapacity so that the constructed improvement will serve other development or residents or facilities and services outside of the Project ("**Oversizing**"). Such Oversizing shall be reasonable in scope. The Parties recognize that the City shall not require any Oversizing from Developer except in connection with the Project Approvals and in accordance with provisions of the Subdivision Map Act and Applicable Law.

(b) Unless no credit or reimbursement is owed to Developer pursuant to Section 2.04 of this Agreement, Developer's right to receive credits and reimbursements for Oversizing or excessive payment or performance shall be determined and processed pursuant to the City's Municipal Code and controlling practices (relative to credits and reimbursements) on the Effective Date.

2.09 New City Laws.

(a) City may apply any New City Law to the Project that is not in conflict with this Agreement and the Applicable Law it describes. City shall not apply any New City Law to the Project that is in conflict with this Agreement and the Applicable Law it describes, nor otherwise reduces the development rights or assurances provided by this Agreement. City shall not apply to the Project nor Property any no-growth or slow-growth ordinance, measure, policy, regulation or development moratorium either adopted by City or by a vote of the electorate and whether or not by urgency ordinance, interim ordinance, initiative, referendum or any other change

in the laws of the City by any method or name which would alter the Applicable Law that may stop, delay, or effect the rate, timing or sequence of development.

(b) Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, a New City Law shall be deemed to be in conflict with this Agreement or the Applicable Law or to reduce the development rights provided hereby if the application to the Project would accomplish any of the following results, either by specific reference to the Project or as part of a general enactment which affects or applies to the Project:

(1) Change any land use designation or permitted use of the Property allowed by the Applicable Law or limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the total number of residential dwelling units, square footage, floor area ratio, height of buildings, or number of proposed non-residential buildings, or other improvements;

(2) Limit or control the availability of public utilities, services, or facilities otherwise allowed by the Applicable Law;

(3) Limit or control the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Project in any manner, or take any action or refrain from taking any action that results in Developer having to substantially delay construction of the Project or require the acquisition of additional permits or approvals by the City other than those required by the Applicable Law;

(4) Limit or control the location of buildings, structures, grading, or other improvements of the Project in a manner that is inconsistent with or more restrictive than the limitations in the Existing Approvals.

(c) If City determines that it has the right pursuant to this Agreement to impose and apply a New City Law on the Property and Project, it shall send written notice to Developer of that City determination ("**Notice of New City Law**"). Upon receipt of the Notice of New City Law, if Developer believes that such New City Law is in conflict with this Agreement, Developer may send written notice to the City of the alleged conflict within thirty (30) days of receipt of City's Notice of New Law ("**Objection to New City Law**"). Developer's Objection to New City Law shall set forth the factual and legal reasons why Developer believes City cannot apply the New City Law to the Property/Project. City shall respond to Developer's Objection to New City Law ("**City Response**") within thirty (30) days of receipt of said Developer Objection to New City Law. The City Response shall set forth the factual and legal reasons why City believes it can apply the New City Law to the Project. Thereafter, the Parties shall meet and confer within thirty (30) days of the date of Developer's receipt of the City Response (the "**Meet and Confer Period**") with the objective of attempting to arrive at a mutually acceptable solution to this disagreement. Within fifteen (15) days of the conclusion of the Meet and Confer Period, City shall make its determination, and shall send written notice to Developer of that City determination. If City determines to "impose/apply" the New City Law to the Project, then Developer shall have a period of ninety (90) days from the date of receipt of such City determination within which to file legal action challenging such City action. In other words, a 90-day statute of limitations regarding Developer's right to judicial review of the New City Law shall commence upon Developer's receipt of City's determination following the conclusion of the Meet and Confer Period. If upon conclusion of judicial review of the New City Law (at the highest judicial level sought and granted), the reviewing court determines that Developer is not subject to the New City Law, such New City Law shall cease to be a part of the Applicable Law, and City shall return Developer to the position Developer was in prior to City's application of such New City Law (*e.g.*, City return fees, return dedications, etc.). The above-

described procedure shall not be construed to interfere with City's right to adopt or apply the New City Law with regard to all other areas of City (excluding the Project).

(d) Developer in its sole and absolute discretion may elect to have applied to the Project a New City Law that is not otherwise a part of the Applicable Law, subject to the limitations set forth in this subdivision (d). In the event Developer so elects to be subject to a New City Law that is not otherwise a part of the Applicable Law, Developer shall provide notice to City of that election and thereafter such New City Law shall be part of the Applicable Law. In no event shall any New City Law become part of the Applicable Law if it would relieve Developer from, or impede Developer's compliance with, Developer's obligations pursuant to this Agreement, including without limitation Developer's obligations of full "Project Mitigation" pursuant to Section 2.03 or the "RDCS and Other Project Specific Requirement" pursuant to Section 2.04. Further, for the purposes of this Agreement, the "New City Laws" Developer may elect to be subject to pursuant to this Section shall not mean nor include any or all individual development agreements with other developers (including without limitation such development agreements' term and conditions, exhibits, etc.) executed before or after the Effective Date of this Agreement.

(e) City shall not be precluded from adopting and applying New City Laws to the Project to the extent that such New City Laws are specifically required to be applied by State or Federal laws or regulations, and implemented through the Federal, State, regional and/or local level ("**Mandated New City Laws**"), including without limitation those provisions in the Development Agreement Statute, or that such New City Laws are necessitated by or arise from a declaration of City, local, state or federal declaration of a state of emergency.

(f) In the event that an administrative challenge and/or legal challenge (as appropriate) to a Mandated New City Laws preventing compliance with this Agreement is brought and is successful in having the Mandated New City Law determined to not apply to this Agreement, this Agreement shall remain unmodified and in full force and effect.

ARTICLE 3

PROCESSING

3.01 Processing.

(a) This Agreement does not provide Developer with any right to the approval of Subsequent Approvals nor to develop or construct the Project beyond that which is authorized in the Existing Approvals. This Agreement simply provides a process by which such Subsequent Approvals may be processed by Developer, and later added to this Agreement, if and only if such Subsequent Approvals are compliant with all controlling California law (including Planning and Zoning Law and CEQA), and are adopted/approved by City, which shall retain all lawful discretion in this regard. The public review process is ongoing, and following the City's adoption of this Agreement, that public review process shall continue. Nothing in this Agreement shall be construed to limit the authority or obligation of City to hold necessary public hearings, or to limit the discretion of City or any of its officers or officials with regard to the Project Approvals that legally require the exercise of discretion by City. City's discretion as to the granting of Subsequent Approvals shall be the discretion afforded by the Applicable Law. The Parties agree that this Agreement does not modify, alter or change the City's obligations pursuant to CEQA and acknowledge that Subsequent Approvals may require additional environmental review pursuant to CEQA.

(b) Upon submission by Developer of any and all necessary and required applications for Subsequent Approvals and payment of any and all appropriate processing and other fees as provided in this Agreement, City shall use its best efforts to promptly commence and diligently complete all steps necessary to acting on the requested Subsequent Approvals, including, but not limited to, (i) the holding of any and all required public hearings and notice for such public hearings, and (ii) the granting of the requested approval to the extent that it is consistent with Applicable Law.

3.02 Significant Actions by Third Parties Necessary to Implement the Existing Approvals.

(a) At Developer's sole discretion, Developer shall apply for such other permits, grants of authority, agreements, and other approvals from other private and/or public and quasi-public agencies, organizations, associations or other entities ("**Other Entity**") as may be necessary to the development of, or the provision of services and facilities to, the Project ("**Other Permits**").

(b) City shall cooperate with Developer in its endeavors to obtain any Other Permits and shall, from time to time, at the request of Developer, join with Developer in the execution of such permit applications and agreements as may be required to be entered into with any such other agency.

(c) In the event that any such Other Permit is not obtained from an Other Entity within the time permitted by law for such other entity to act and such circumstance materially deprives Developer of the ability to proceed with development of the Project or any portion thereof, or materially deprives City of a bargained-for public benefit of this Agreement, then, in such case, and at the election of either party, Developer and City shall meet and confer with the objective of attempting to mutually agree on solutions that may include alternatives, Subsequent Approvals, or an amendment(s) to this Agreement to allow the development of the Project to proceed with each Party substantially realizing its bargained-for benefit therefrom.

3.03 Establishment and Extension of Residential Development Control System Building Allotments.

Allotments shall be exercised pursuant to Section 18.156.160 of the Morgan Hill Municipal Code and Section IV.J of the RDCS Competition Manual. The City may approve an extension to the date by which an allotment must be exercised only as allowed by Section 18.156.170 of the City of Morgan Hill Municipal Code and Section IV.L of the RDCS Competition Manual. Extensions and allotment adjustments for ongoing projects shall be processed by Planning Commission resolution as provided in Section IV.H of the RDCS Competition Manual.

3.04 Amendments.

This Agreement may be amended from time to time by mutual consent in writing of the Parties to this Agreement in accordance with Government Code Section 65868. Any request by Developer for an amendment or modification to this Agreement or a Project Approval shall be subject to the applicable substantive and procedural provisions of the City's General Plan, zoning, subdivision, and other applicable land use ordinances and regulations (i.e., City review and approval) in effect when such an amendment or modification request is approved.

3.05 Administrative Amendment

Upon the written request of, and payment of the established fee by, Developer, Substitution of Commitments within the same criteria category may be processed administratively by the Community Development Director. Any Administrative Amendment must be made in writing approved by the Director and approved by the City Attorney, and signed by the Developer.

ARTICLE 4

DEFAULT, VALIDITY PROVISIONS, ASSIGNMENT

4.01 Defaults.

(a) Any failure by City or Developer to perform any material term or provision of this Agreement, which failure continues uncured for a period of sixty (60) days (or 150 days for a Mortgagee (as that term is defined in Section 4.10(a)) following written notice of such failure from the other Party (unless such period is extended by written mutual consent) ("**Notice of Default**"), shall constitute a default pursuant to this Agreement ("**Default**"). Any Notice of Default shall specify the nature of the alleged failure and, where appropriate, the manner in which such alleged failure satisfactorily may be cured. If the nature of the alleged failure is such that it cannot reasonably be cured within such 60-day period (or 150 days for a Mortgagee), then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 60-day period (or 150 days for a Mortgagee). If the alleged failure is cured, then no Default shall exist and the noticing Party shall take no further action. If the alleged failure is not cured, then a Default shall exist pursuant to this Agreement and the non-defaulting Party may exercise any of the remedies available pursuant to this Article.

(b) No failure or delay in giving notice of default shall constitute a waiver of default; provided, however, that the provision of written notice and opportunity to cure shall nevertheless be a prerequisite to the enforcement or correction of any default. Waiver of a breach or default pursuant to this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

4.02 Actions During Cure Period.

(a) During any cure period and during any period prior to any delivery of notice of failure or default, the Party charged shall not be considered in default for purposes of this Agreement. If there is a dispute regarding the existence of a default, the Parties shall otherwise continue to perform their obligations hereunder to the maximum extent practicable in light of the disputed matter and pending its resolution, or formal termination of the Agreement, as provided herein.

(b) City will continue to process in good faith development applications during any cure period, but need not approve any such application if it relates to an alleged default of Developer hereunder.

4.03 Resolution of Disputes.

(a) In the event either Party is in default pursuant to the terms of this Agreement, the other Party may elect, in its sole and absolute discretion, to pursue any of the following courses of action: (i) waive

such default; (ii) pursue administrative remedies as provided herein; (iii) pursue judicial remedies as provided for herein; and/or (iv) terminate this Agreement.

(b) Except as otherwise specifically stated in this Agreement, either Party may, in addition to any other rights or remedies, institute legal action to cure, correct, or remedy any default by another Party to this Agreement, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation hereunder, or to seek specific performance. It is expressly understood and agreed that the sole legal remedy available to Developer for a breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance, and/or other injunctive or declaratory relief to enforce the provisions of this Agreement, and that Developer shall not be entitled to bring an action for damages including, but not limited to, lost profits, consequential damages or other economic damages. For purposes of instituting a legal action pursuant to this Agreement, any City Council determination pursuant to this Agreement shall be deemed a final agency action.

(c) If any dispute arises between or among the Parties as to interpretation or application of any of the terms of this Agreement, the Parties shall attempt to resolve the dispute in accordance with this Agreement prior to third party mediation, arbitration, or formal court action. As to any such dispute, the Parties shall first meet and confer in good faith to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Party or Parties all information relevant to the dispute, to the end that all Parties will have appropriate and adequate information to resolve the dispute. Should the Parties not resolve the dispute informally, the Parties agree to meet and confer in an effort to agree on utilizing Judicial Arbitration Mediation Services ("JAMS") for Alternative Dispute Resolution ("ADR"). However, no party shall be required to use JAMS or ADR.

4.04 Periodic Review.

(a) The City shall review this Agreement at least once annually to assure compliance with the RDCS, at which time the Developer is required to demonstrate good faith compliance with the terms of this Agreement.

(b) If, as a result of such annual review, the City finds and determines, on the basis of substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Agreement, the City may rescind all or part of the allotments awarded pursuant to the RDCS, in addition to all other legally available remedies.

4.05 Force Majeure Delay, Extension of Times of Performance.

(a) Performance by any Party hereunder shall be excused, waived or deemed not to be in default where delays or defaults are due to acts beyond a Party's control such as war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, unexpected acts of governmental entities other than City, including revisions to capacity ratings of the wastewater plant by the Regional Water Quality Control Board, the State Water Resources Board, enactment of conflicting State or Federal laws or regulations, or litigation (including without limitation litigation contesting the validity, or seeking the enforcement or clarification of this Agreement whether instituted by the Developer, City, or any other person or entity) (each a "Force Majeure Event").

(b) Any Party claiming a delay as a result of a Force Majeure Event shall provide the other Party with written notice of such delay and an estimated length of delay. Upon the other Party's receipt of such notice, an extension of time shall be granted in writing for the period of the Force Majeure Event, or longer as

may be mutually agreed upon by the Parties, unless the other Party objects in writing within ten (10) days after receiving the notice. In the event of such objection, the Parties shall meet and confer within thirty (30) days after the date of objection to arrive at a mutually acceptable solution to the disagreement regarding the delay. If no mutually acceptable solution is reached, any Party may take action as permitted in this Agreement.

4.06 Third Party Legal Actions.

(a) In the event of any administrative, legal or equitable action or other proceeding instituted by any person, entity or organization (that is not a Party to this Agreement) challenging the validity of this Agreement, any Project Approvals, or the sufficiency of any environmental review pursuant to CEQA ("**Third-Party Challenge**"), the Parties shall cooperate with each other in good faith in the defense of any such challenge.

(b) City shall have the option to defend such Third-Party Challenge or to tender the complete defense of such Third-Party Challenge to the Developer ("**Tender**"). If City chooses to defend the Third-Party Challenge or Developer refuses City's Tender, City shall control all aspects of the defense and Developer shall pay City's attorneys' fees and costs (including related court costs).

(c) If Developer accepts City's Tender, Developer shall control all aspects of the defense and shall pay its own attorneys' fees and costs (including related court costs), and shall indemnify and hold harmless City against any and all third-party fees and costs arising out of such Third-Party Challenge. If City wishes to assist Developer when Developer has accepted the Tender, Developer shall accept that assistance and City shall pay City's own attorneys' fees and costs (including related court costs) ("**City Costs**"), and Developer shall pay its own attorneys' fees and costs (including related court costs), and shall indemnify and hold harmless City against any and all third-party fees and costs arising out of such Third Party Challenge (such third party fees and costs shall not include City Costs).

(d) If any part of this Agreement or any Project Approval is held by a court of competent jurisdiction to be invalid, the City shall: (1) use its best efforts to sustain and/or re-enact that part of this Agreement and/or Project Approval; and (2) take all steps possible to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then adopting or re-enacting such part of this Agreement and/or Project Approval as necessary or desirable to permit execution of this Agreement and/or Project Approval.

4.07 Estoppel Certificate.

(a) Any Party may, at any time, and from time to time, deliver written notice to any other Party, and/or to the Developer's lender, requesting such Party to certify in writing that, to the knowledge of the certifying Party:

(1) This Agreement has not been amended or modified either orally or in writing or if so amended, identifying the amendments.

(2) The Agreement is in effect and the requesting Party is not known to be in default of the performance of its obligations pursuant to this Agreement, or if in default, to describe therein the nature and amount of any such defaults.

(b) This written certification shall be known as an "**Estoppel Certificate.**" A Party receiving a request hereunder shall execute and return such Estoppel Certificate within ten (10) days following the receipt

of the request, unless the Party, in order to determine the appropriateness of the Estoppel Certificate, promptly commences and proceeds to conclude an Annual Review. The Parties acknowledge that an Estoppel Certificate may be relied upon by Assignees and other persons having an interest in the Project, including holders of mortgages and deeds of trust. The City Manager shall be authorized to execute an Estoppel Certificate for City.

(c) If a Party fails to deliver an Estoppel Certificate within the ten (10) day period, as provided for in Section 4.07(b) above, the Party requesting the Estoppel Certificate may deliver a second notice (the "**Second Notice**") to the other Party stating that the failure to deliver the Estoppel Certificate within ten (10) working days following the receipt of the Second Notice shall constitute conclusive evidence that this Agreement is without modification and there are no unexcused defaults in the performance of the requesting Party. Failure to deliver the requested Estoppel Certificate within the ten (10) working day period shall then constitute conclusive evidence that this Agreement is in full force and effect without modification and there are no unexcused defaults in the performance of the requesting Party.

4.08 Assignment/Covenants Run with the Land.

(a) Right to Assign. Developer shall have the right to sell, assign, or transfer this Agreement with all its rights, title and interests therein to any person, firm or corporation acquiring an interest in the Project or Property (or portion thereof associated with the Project) at any time during the term of this Agreement ("**Assignee**"). Developer shall provide City with written notice of any assignment or transfer of all or a portion of the Property no later than thirty (30) days prior to such action, which notice shall include specific portions of the Project or Property to be assigned and the proposed form of assignment. Any proposed assignment shall be subject to the express written consent of City, which consent shall not be unreasonably withheld, delayed or conditioned. City's approval of a proposed assignment or transfer shall be based upon the proposed assignee's reputation, experience, financial resources and access to credit and capability to successfully carry out the development of the Property to completion. The written assignment, assumption or release of rights or obligations with respect to a portion of the Project or of the Property shall specify the portion of the Project or Property and the rights assigned and obligations assumed, and shall be approved by the City Attorney. The express written assumption by an Assignee of the obligations and other terms and conditions of this Agreement with respect to the Property or such portion thereof sold, assigned or transferred shall relieve Developer of such obligations so assumed. Any such assumption of Developer's obligations pursuant to this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed in the form as may be approved by the City Attorney.

(b) Release Upon Assignment. Upon assignment, in whole or in part, and the express written assumption by the Assignee of such assignment, of Developer's rights and interests pursuant to this Agreement, Developer shall be released from its obligations with respect to the Property/Project (or any portion thereof), and any lot, parcel, or portion thereof so assigned to the extent arising subsequent to the effective date of such assignment. A default by any Assignee shall only affect that portion of the Property/Project owned by such Assignee and shall not cancel or diminish in any way Developer's rights or obligations hereunder with respect to the assigned portion of the Property/Project not owned by such Assignee. The Assignee shall be responsible for the reporting and annual review requirements relating to the portion of the Property/Project owned by such Assignee, and any amendment to this Agreement between City and Assignee shall only affect the portion of the Property/Project owned by such Assignee.

(c) Covenants Run with the Land. This Agreement and all of its provisions, agreements, rights, powers, standards, terms, covenants and obligations shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Project and/or Property, any lot, parcel or any portion

thereof, or any interest therein, whether by sale, operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to Civil Code Section 1468. This Agreement shall not be binding upon any consumer, purchaser, transferee, devisee, assignee, or any other successor of Developer acquiring a completed residential unit comprising all or part of the Project ("**Consumer**") unless such Consumer is specifically bound by a provision of this Agreement or by a separate instrument or Agreement.

4.09 Encumbrances on the Property.

The parties hereto agree that this Agreement shall not prevent or limit Developer, in any manner, at Developer's sole and absolute discretion, from encumbering the Property, or any portion thereof or any improvements thereon with any Mortgage securing financing with respect to the construction, development, use or operation of the Project. Mortgagee may require certain modifications to this Agreement, and City shall negotiate in good faith any such request for modification or subordination.

4.10 Obligations and Rights of Mortgage Lenders.

(a) The holder of any mortgage, deed of trust or other security arrangement with respect to the Property, or any portion thereof ("**Mortgagee**"), shall not be obligated pursuant to this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement that pertain to the Property or such portion thereof in which it holds an interest.

(b) Each Mortgagee shall be entitled to receive written notice from City of results of the annual review to be done pursuant to Section 4.04 and any default by Developer pursuant to this Agreement, provided such Mortgagee has informed City of its address for notices. Each Mortgagee shall have a further right, but not an obligation, to cure such default in accordance with the default and default cure provisions in Sections 4.01, 4.02, and 4.03 of this Agreement. In the event Developer (or any permitted Assignee) becomes subject to an order for relief pursuant to any chapter of Title 11 of the United States Code (the "**Bankruptcy Code**"), the cure periods provided for a Mortgagee in Section 4.01(a) of this Agreement shall be tolled for so long as the automatic stay of Section 362 of the Bankruptcy Code remains in effect as to Developer (or any permitted Assignee); provided, however, if City obtains relief from the automatic stay pursuant to Bankruptcy Code Section 362 to declare any default by or exercise any remedies against Developer (or any permitted Assignee), the tolling of any Mortgagee's cure period shall automatically terminate on the earlier of: (i) the date that is sixty days after entry of the order granting City relief from the automatic stay, or (ii) the date of the entry of an order granting Mortgagee relief from the automatic stay. Each Mortgagee shall be entitled to receive written notice from City of the filing of any motion by City in which City seeks relief from the automatic stay of Section 362 of the Bankruptcy Code to declare any default by or exercise any remedies against Developer (or any permitted Assignee).

(c) Any Mortgagee who comes into possession of the Property, or any portion thereof, pursuant to a foreclosure of a mortgage or a deed of trust, or deed in lieu of such foreclosure, shall take the Property, or such portion thereof, subject to any pro rata claims for payments or charges against the Property, or such portion thereof, that have accrued prior to the time such holder comes into possession. In addition, any Mortgagee who comes into possession of the Property or any portion thereof, pursuant to a foreclosure of mortgage or deed of trust, or deed in lieu of such foreclosure, shall, subject to Section 4.10(a) above, be a permitted

Assignee and, as such, shall succeed to all the rights, benefits and obligations of Developer pursuant to this Agreement.

(d) Nothing in this Agreement shall be deemed to be construed to permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereof, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

4.11 Termination.

This Agreement shall terminate upon the expiration of the Term, as set forth in Section 1.03(a), or at such other time as this Agreement is terminated in accordance with the terms hereof, whichever occurs first. Upon termination of this Agreement, the City shall record a notice of such termination, in a form satisfactory to the City Attorney that the Agreement has been terminated.

ARTICLE 5

GENERAL PROVISIONS

5.01 Miscellaneous.

(a) Preamble, Recitals, Exhibits. References herein to "this Agreement" shall include the Preamble, Recitals and all of the exhibits of this Agreement.

(b) Requirements of Development Agreement Statute. The permitted uses of the Property; density and/or intensity of use of the Property; the maximum height and size of proposed buildings and other structures; provisions for reservation or dedication of land for public purposes; location of public improvements; and other terms and conditions applicable to the Project shall be those set forth in the Applicable Law.

(c) Governing Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California and legal actions commenced pursuant to or pursuant to this Agreement shall be brought in Santa Clara Superior Court. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court.

(d) Project as a Private Undertaking. No partnership, joint venture, or other association of any kind between Developer, on the one hand, and City on the other hand, is formed by this Agreement. The development of the Property is a separately undertaken private development. The only relationship between City and Developer is that of a governmental entity regulating the development of private Property and the owners of such private Property.

(e) Indemnification. Developer shall hold City, its elective and appointive boards, commissions, officers, agents, and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's contractors, subcontractors', agents' or employees' operations on the Project, whether such operations be by Developer or by any Developer's contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for Developer or any of Developer's contractors or subcontractors. Developer shall indemnify and defend City and its elective and appointive boards, commissions, officers, agents and

employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations and Developer shall pay all reasonable attorney's fees and costs that the City may incur. City does not, and shall not, waive any rights against Developer which it may have by reason of the aforesaid hold-harmless requirement of Developer because of the acceptance of improvements by City, or the deposit of security with City by Developer. The aforesaid hold-harmless requirement of Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this subsection, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the subdivision. Notwithstanding anything herein to the contrary, Developer's indemnification of City shall not apply to the extent that such action, proceedings, demands, claims, damages, injuries or liability is based upon the active negligence of the City.

(f) Insurance. Developer shall, during the life of this Agreement take out and maintain insurance coverage with an insurance carrier authorized to transact business in the State of California as will protect the Developer or any Contractor or any Subcontractor or anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable, from claims for damages because of bodily injury, sickness, disease, or death of their employees or any person other than their employees, or for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The minimum limits of liability for such insurance coverage which shall include comprehensive general and automobile liability, including contractual liability assumed pursuant to this Agreement, shall be as follows:

Limit of Liability for Injury or Accidental Death:

Per Occurrence \$1,000,000

Limit of Liability for Property Damage:

Aggregate Liability for Loss \$1,000,000

Such liability insurance policies shall name the City as an additional insured, by separate endorsement, and shall agree to defend and indemnify the City against loss arising from operations performed pursuant to this agreement and before permitting any Contractor or Subcontractors to perform work pursuant to this agreement, the Developer shall require Contractor or Subcontractors to furnish satisfactory proof that insurance has been taken out and is maintained similar to that provided by the Developer as it may be applied to the Contractor's or Subcontractor's work.

(g) Interpretation/Construction. This Agreement has been reviewed and revised by legal counsel for both Developer and City, and any rule or presumption that ambiguities shall be construed against the drafting Party shall not apply to the interpretation or enforcement of this Agreement. The standard of review of the validity and meaning of this Agreement shall be that accorded legislative acts of City. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and neuter and vice versa.

(h) Notices.

(1) All notices, demands, or other communications that this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed, via first class mail, to the respective Party at the below listed address. Notice shall be deemed effective and received five days after the date of mailing or upon personal delivery.

If to City: City Clerk
17575 Peak Avenue
Morgan Hill, CA 95037
Tel: (408) 779-7259
Fax: (408) 779-3117

With a Copy To: City Attorney
17575 Peak Avenue
Morgan Hill, CA 95037
Tel: (408) 779-7271
Fax: (408) 779-1592

If to Developer: The Latala Group, LLC
1999 South Bascom Avenue, Suite 700
Campbell, CA 95008
Tel: (408)848-0300
Email: Paul@latalahomes.com

(2) Any Party may change the address stated herein by giving notice in writing to the other Parties, and thereafter notices shall be addressed and transmitted to the new address. Any notice given to the Developer as required by this Agreement shall also be given to any lender which requests that such notice be provided. Any lender requesting receipt of such notice shall furnish in writing its address to the Parties to this Agreement.

(i) Recordation. The Clerk of the City shall record, within ten (10) days after the Effective Date, a copy of this Agreement in the Official Records of the Recorder's Office of Santa Clara County. Developer shall be responsible for all recordation fees, if any.

(j) Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, void, or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.

(k) Jurisdiction. The interpretation, validity, and enforcement of the Agreement shall be governed by and construed pursuant to the laws of the State of California.

(l) Entire Agreement. This Agreement, including these pages and all the exhibits (set forth below) inclusive, and all documents incorporated by reference herein, constitute the entire understanding and agreement of the Parties.

(m) Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City. This Agreement may be executed in multiple originals, each of which is deemed to be an original.

(n) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.

(o) Exhibits. The following exhibits are attached to this Agreement and are hereby incorporated herein by this reference for all purposes as if set forth herein in full:

Exhibit A Legal Description of Lot on Which Project is to be Located.

Exhibit B Description of Project.

Exhibit C RDCS Specific Restrictions and Requirements.

Signatures of all parties are on the following page.

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IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the date first hereinabove written.

CITY OF MORGAN HILL:

s/ _____

Christina J. Turner
City Manager

Date: _____

Attest:

s/ _____

Deputy City Clerk

Approved as to Form:

s/ _____

Donald A. Larkin
City Attorney

Date: _____

DEVELOPER:

s/ _____

Name/Title [print]

Date: _____

*Corporate entities must provide a
second signature:*

s/ _____

Name/Title [print]

Date: _____

Adopted by Ordinance No. _____
by action of City Council on _____

**(ALL SIGNATURES, EXCEPT CITY CLERK AND CITY ATTORNEY,
MUST BE ACKNOWLEDGED BY A NOTARY)**

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

EXHIBIT A

**LEGAL DESCRIPTION OF THE PROPERTY ON WHICH
PROJECT IS BE LOCATED**

The land referred to herein is situated in the State of California, County of Santa Clara, City of Morgan Hill and described as follows:

Parcel Number 1, as shown on that certain Parcel Map recorded July 5, 1994, in Book 657, Page 7 of Maps, in the City of Morgan Hill, County of Santa Clara, State of California.

Excepting therefrom, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals but without entering upon or using the surface of the property, and in such manner as not to damage the surface of the property, as reserved in document recorded June 1, 1999 As Instrument No. 14836987, of Official Records of said County.

APN: 726-13-049

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

EXHIBIT B**DESCRIPTION OF PROJECT**

RDCS APPLICATION NO. RDCS2018-0002: DEPOT-LATALA FOR A DEVELOPMENT THAT INCLUDES 40 TOWNHOME STYLE CONDOMINIUMS AND NINE RESIDENTIAL FLATS IN A MIXED-USE DEVELOPMENT WITHIN THE MORGAN HILL DOWNTOWN SPECIFIC PLAN AREA.

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

EXHIBIT C

SPECIFIC RESTRICTIONS AND REQUIREMENTS

(INCLUDING RDCS REQUIREMENTS)

The following restriction and requirements apply to the Development proposed in the RDCS application dated November 7, 2018 (or Application No. RDCS2018-0002: Depot-Latala). The following chart describes the applicable reference in the Morgan Hill Municipal Code to the requirement, a description of the commitments specific to the Project, the requirement timing of the implementation and the total estimated costs of improvement or applicable fee commitment. These commitments are IN ADDITION to any mitigation requirements pursuant to CEQA, impact fees, in-lieu fees or other requirements pursuant to federal or state laws, or the Morgan Hill Municipal Code (See Section 2.03 of the Agreement)

*Contribution estimates may require augmentation for the completion of improvements. Impact fees are subject to the provisions of Section 2.03 (b) of this Agreement.

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
	SCHOOLS			
4.	Student Transportation Improvements	Applicant will contribute \$1,000 per unit to contribute to the City's Safe Access to Schools Fund to be used to construct physical improvements to enhance safe student access to MHUSD schools.	Prior to issuance of building permit	\$1,000 per unit
	LOCATION			
6.a	Water distribution lines	The project does not require replacing existing local water distribution lines with larger diameter pipes. New water mains to serve the site do not need to be installed.	Prior to Improvement Plan approval	N/A
6.b	Wastewater collection	The project does not require extending or replacing existing sewer pipes or lift stations	Prior to Improvement Plan approval	N/A

EXHIBIT C

-1-

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
		outside of the project site. However, the project may be required to extend the sanitary sewer line along the entire length of project frontage.		
6.c	Off-site drainage facilities	Existing off-site storm drainage facilities are sufficient to serve the project.	Prior to Improvement Plan approval	N/A
	AFFORDABLE HOUSING			
2.	Voluntary Contribution to Housing Fund	Project commits to contributing to the City's Affordable Housing Fund at a rate of 30% of baseline contribution. Total Livable Area: 34,300.00 square feet Per square foot fee: 13.2 Baseline fee: \$452,760.00 (total) Baseline fee per unit: \$9,240.00 (per unit) % of Baseline fee: 30% Voluntary fee per unit: \$2,772.00 (per unit)	Inclusionary Housing Agreement required	\$2,772.00 per unit
3.	Development of Affordable Units	The project incorporates below market rate (BMR) units within the project for a mixed income community with 10 percent of the project designated as deed restricted for sale affordable units. The designated affordability limits shall be 81% AMI for six percent of the units (3 units) and 110% AMI for four percent of the units (2 units).	Inclusionary Housing Agreement required.	N/A

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
		The project shall comply with the requirements of Title 14 “Housing” and the Below Market Rate (BMR) Program Development Standards.		
	HOUSING DIVERSITY			
2.	Diversity of Housing Types	The project shall provide three housing types within the development consisting of at least 10 percent of the total number of units: Triplex or Quadplex (16%), Single Family attached (65%) and Mixed Use Residential (18%)	Prior to Design Review Permit approval	N/A
3.	Variation in Housing Size	There shall be three different housing size categories within the development consisting of at least 10 percent of the total number of units in the project. There shall be a minimum of 35 percent variation between the smallest and largest floor plan for project.	Prior to Design Review Permit approval	N/A
4.	Small Units	Ten percent of the units within the project shall be small units.	Prior to Design Review Permit approval	N/A
	PARKS AND OPEN SPACE			
6.	On-Site Recreational Amenities	The project shall provide on-site recreational amenities to serve the residents, which shall include three separate shade trellis areas and two barbecue areas.	Prior to Design Review Permit approval	N/A
7.	Amenities for Age Group	The project shall provide on-site social and recreational amenities for various age groups, which shall include shaded areas for	Prior to Design Review Permit approval	N/A

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

EXHIBIT C

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Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
		teens to socialize and barbecue areas for adults.		
10.	Open Space Design	The project shall provide common open space and outdoor amenities, which shall include courtyards that are visible from living areas and private open space for attached units (at least 25% above zoning district requirement).	Prior to Design Review Permit approval	N/A
	ENVIRONMENTAL PROTECTION			
1.	Energy Efficiency	The project shall exceed the minimum building energy efficiency requirement by the California Energy Code by 10 percent.	Prior to issuance of building permit.	N/A
2.	On-site Solar Energy Generation	The project shall incorporate an on-site solar energy generation system that will offset at least 60 percent of the projects annual electrical energy costs.	Prior to issuance of building permit.	N/A
3.	Indoor Water Use	The project exceeds the minimum indoor water efficiency and conservation requirements of the California Green Building Standards Code by 5 percent.	Prior to issuance of building permit.	N/A
4.a	Natural Turf	Less than 50 percent of the landscaped area shall contain natural turf.	Prior to issuance of building permit.	N/A
4.b	No Natural Turf Outside Common Areas	The project shall contain no natural turf outside common areas used for active play.	Prior to issuance of building permit.	N/A
4.e	Exceeds Outdoor Water Efficiency 30%	The project shall exceed outdoor water efficiency standards by 30 percent.	Prior to issuance of building permit.	N/A

EXHIBIT C

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
	TRANSPORTATION			
3.	Off-Site Street and Parking Improvements or Fund Contribution	The project shall construct and/or fund off-site street roadway improvements as described in the Disposition and Development Agreement by and between the City of Morgan Hill and the Latala Group dated November 20, 2018.	Prior to Improvement Plan approval	N/A
5.a	Aligns and connects streets	The project shall align and connect streets intersecting the project boundary with all adjoining streets. The northerly entrance would align with Fifth Street; the southerly entrance aligns with the new Depot Street knuckle (leg one and two).	Prior to Improvement Plan approval	N/A
5.b	Extends Streets	The project shall extend streets to adjoining undeveloped land to provide access to undeveloped land in the event of its future development. The northerly terminus of the private drive aisle stubs to the common property line between the project and CMH parking lot.	Prior to Improvement Plan approval	N/A
5.c	Off-street bicycle and pedestrian connections	The project shall provide off-street bicycle and pedestrian connections, including private or public parks, open space, transit facilities, and commercial areas. Connections must be established and maintained through an easement, dedication or other similar method to guarantee it remains accessible to the general public. As part of the re-alignment of	Prior to Improvement Plan approval	N/A

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
		Depot Street and re-striping of the Community and Cultural Center parking lot, a publicly-accessible pedestrian path shall be constructed to connect the Depot knuckle to Dunne Avenue.		
6.c	Direct pedestrian connections	The project shall provide direct pedestrian connections with minimal physical barriers from all units to common open space, recreational facilities, and other project amenities.	Prior to Improvement Plan approval	N/A
6.d	Neighborhood traffic management techniques	The project shall incorporate neighborhood traffic management techniques, such as traffic circles, narrow lanes, and bulbouts, to control vehicle speeds and increase the safety of bicycle and pedestrian travel.	Prior to Improvement Plan approval	N/A
7.	Electric Vehicle Charging Stations	The project shall install all connections and equipment necessary for electrical vehicle charging stations to be ready for use by residents and visitors upon project completion.	Prior to Improvement Plan approval	N/A
	MUNICIPAL INFRASTRUCTURE			
1.	Water Infrastructure	The project shall construct off-site water infrastructure improvements as described in the Disposition and Development Agreement by and between the City of Morgan Hill and the Latala Group dated November 20, 2018.	Prior to Improvement Plan approval	N/A

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
2.	Wastewater Infrastructure	The project shall construct off-site wastewater infrastructure improvements as described in the Disposition and Development Agreement by and between the City of Morgan Hill and the Latala Group dated November 20, 2018.	Prior to Improvement Plan approval	N/A
5.a	Installs broadband conduit in public right-of-way	Broadband conduit shall be included within the re-aligned Depot Street public right-of-way.	Prior to Improvement Plan approval	N/A
5.b	Installs broadband conduit to home/buildings	Broadband conduit laterals shall be installed to each building.	Prior to issuance of building permit.	N/A
5.c	Pre-installs indoor conduit	The project shall install indoor conduit, wiring and other necessary infrastructure to accommodate broadband service to each unit.	Prior to issuance of building permit.	N/A
	PROJECT QUALITY			
1.a	Front Porches	A minimum of 50 percent of homes facing a street or common interior courtyard shall include a front porch. Porches must be part of the home's primary entrance, connected to the front yard or common interior courtyard, a minimum of 6 feet by 5 feet, and in full view of the street or common interior courtyard.	Prior to Design Review Permit approval	N/A
1.b	Balconies Facing Street or Courtyard	A minimum of 25 percent of homes facing a street or common interior courtyard shall include a balcony overlooking a public	Prior to Design Review Permit approval	N/A

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
		space. Balconies must provide usable private outdoor space for residents, be in full view of a street or common interior courtyard, and face away from neighbors' yards to maintain privacy.		
1.c	Balconies Facing Alleys	A minimum of 25 percent of homes abutting a shared alley shall include a balcony overlooking the alley, parking area, or drive aisle.	Prior to Design Review Permit approval	N/A
1.d	Façade Articulation and Finishes	Front building facades shall include feature finishes to break up blank, flat walls, including but not limited to windows, shutters, awnings, balconies, bay windows, and stone enhancements.	Prior to Design Review Permit approval	N/A
1.e	360-degree Architecture	The project shall include full and consistent articulation and design detail on all building facades.	Prior to Design Review Permit approval	N/A
1.f	Corner Treatments	For projects where the side or rear of a home faces a street or common courtyard street, the project shall incorporate facade feature finishes, including but not limited to window, shutters, awning, balconies, bay windows, and some enhancements.	Prior to Design Review Permit approval	N/A
1.h	Individual Residences-Attached Projects	Large buildings have been architecturally subdivided so that they appear as individual residences or small groups of units. Buildings shall incorporate features such as window bays, balconies, porches and	Prior to Design Review Permit approval	N/A

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
		entrance vestibules, varied color schemes, and individual roof volumes to define individual units.		
1.i	Residential-Scale Design Elements- Attached Projects	Buildings shall incorporate design details, including but not limited to porches, projections, eaves, bay windows, and other similar architectural elements, that provide residential scale and help to break up the building mass.	Prior to Design Review Permit approval	N/A
2.a	Entrance Orientation-Collector and Residential Streets	The primary entrance of homes shall face streets along the project perimeter for projects: • Fronting an existing residential or collector street; or • Located Downtown	Prior to Design Review Permit approval	N/A
2.e	Roof Line Variation	The project shall provide variation in roof lines through changes in roof height to provide breaks in building massing.	Prior to Design Review Permit approval	N/A
2.j	Adjacent Building Types-Attached Projects	The project shall match building types along project edge with adjacent land that is developed to its ultimate potential use according to the General Plan or applicable zoning.	Prior to Design Review Permit approval	N/A
3.b	Landscaping-Visual Relief	Landscaping shall be placed and designed to minimize the appearance of building bulk and mass.	Prior to Design Review Permit approval	N/A

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
3.c	Exterior Lighting	Exterior lighting fixtures shall be architecturally integrated with the primary building's design, style, material, and colors.	Prior to Design Review Permit approval	N/A
3.e	Public/Private Transitions	The project shall include transition zones between private and public spaces along the street frontage through the use of landscaping, fences, trellises, walls, or a change in floor elevation.	Prior to Design Review Permit approval	N/A
3.f	Mechanical Equipment	All mechanical equipment shall be screened from the public right-of-way and common areas enclosed within an architecturally compatible structure. Equipment closures are screened through landscaping.	Prior to Design Review Permit approval	N/A
4.a	Garage Door Orientation	Garage doors shall not face the front street. All garages are configured on the site such that garage doors face either the side or rear of the property, or screened by buildings or landscaping is provided to avoid a direct line of sight to garage doors from public spaces.	Prior to Design Review Permit approval	N/A
4.c	Garage Door Design-Detailing	Garage doors shall feature windows or architectural detailing consistent with the main dwelling.	Prior to Design Review Permit approval	N/A
4.e	Parking-Attached Projects	The project shall locate parking lots serving attached residential units at the rear or side of the site to allow a majority of dwelling units to front on the street or an internal courtyard. Parking shall not be located between a building and any public sidewalk or street.	Prior to Design Review Permit approval	N/A

EXHIBIT C

-10-

Attachment: Development Agreement (2247 : RDCS/DA Depot Latala Cont.)

Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
4.f	Screening	Parking visible from a public street shall be screened with fences, walls, and/or landscaping.	Prior to Design Review Permit approval	N/A
4.i	Pavement Design	Areas for vehicle parking and circulation shall feature paving finishes such as stone, brick, and colored and textured concrete that complement the architectural style of buildings.	Prior to Design Review Permit approval	N/A
6.a	Home Automation	Project shall install home automation devices within the unit for \$1,000 in device value per unit.	Prior to Building Permit Approval	\$1,000 per unit

RESOLUTION NO. 19-01

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF MORGAN HILL APPROVING THE
BUILDING ALLOTMENT AWARD FOR RDCS2018-
0002:DEPOT-LATALA, A QUALIFYING RESIDENTIAL
DEVELOPMENT CONTROL SYSTEM (RDCS)
DOWNTOWN SET- ASIDE PROJCT**

WHEREAS, the Planning Commission has received a request from the Latala Group, LLC for application RDCS2018-0012 Depot-Latala for 49 Downtown set-aside RDCS building allotments pursuant to Chapter 18.156 (Residential Development Control System) of the Morgan Hill Municipal Code; and

WHEREAS, five hundred allotments are set aside for housing within the Downtown Specific Plan boundaries set forth in the City's General Plan as of July 27, 2016. No more than one hundred set-aside allotments are available for downtown projects within a single year; and,

WHEREAS, the Planning Commission may award Downtown set-aside RDCS building allotments to Downtown projects on a first-come, first-served basis up to the total number of available set-aside allotments each year to eligible projects. There are 100 available allotments in 2019; and,

WHEREAS, based on the scoring criteria, to be eligible to receive Downtown set-aside RDCS building allotments, a project must receive at least eighty percent of the total maximum score in the RDCS competition criteria; and

WHEREAS, RDCS2018-0012 Depot-Latala did receive a qualifying RDCS score to be eligible to receive 49 Downtown set-aside RDCS building allotments; and

WHEREAS, testimony received at a duly-noticed public hearings, along with exhibits and drawings and other materials have been considered in the review process; and

WHEREAS, on January 22, 2019, the Planning Commission did duly adopt a Resolution approving the distribution for Downtown set-aside RDCS building allotments; and

NOW, THEREFORE, BE IT RESOLVED BY THE MORGAN HILL PLANNING COMMISSION OF THE CITY OF MORGAN HILL THAT:

SECTION 1: Pursuant to the Residential Development Control System, the award and distribution of Downtown set-aside RDCS building allotments shall be as follows:

2019 Downtown Set-Asides

2019 Downtown Set-Asides	100 Available Allotments
RDCS2018-0002: Depot-Latala	49
Downtown Set-Asides Remaining	51

City of Morgan Hill
 Resolution No. 19-01
 Page 2 of 2

PASSED AND ADOPTED THIS 22nd DAY OF JANUARY 2019, AT A REGULAR MEETING OF THE MORGAN HILL PLANNING COMMISSION BY THE FOLLOWING VOTE:

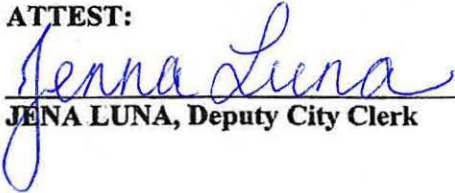
**AYES: COMMISSIONERS: DOWNEY, MUELLER, HABIB,
 MUNOZ-MORRIS, TANDA**

NOES: COMMISSIONERS: NONE

ABSTAIN: COMMISSIONERS: NONE

ABSENT: COMMISSIONERS: NONE

ATTEST:


JENA LUNA, Deputy City Clerk

APPROVED:


LIAM DOWNEY, Chair

Attachment: Planning Commission Reso. 19-01 (2247 : RDCS/DA Depot Latala Cont.)

RESOLUTION NO. 19-02

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL RECOMMENDING APPROVAL OF A DEVELOPMENT AGREEMENT DA2018-0007: DEPOT-LATALA FOR A 49-UNIT MIXED USE DEVELOPMENT LOCATED ON THE EASTERLY SIDE OF DEPOT STREET NORTH OF EAST DUNNE AVENUE (APN 726-13-049)

WHEREAS, the Planning Commission, pursuant to Chapter 18.156 of the Morgan Hill Municipal Code, awarded 49 Downtown RDSCS set-aside building allotments to application RDSCS2018-0002 Depot-Latala; and

WHEREAS, the City Council of the City of Morgan Hill adopted Ordinance Number 1594, as revised by Ordinance Number 2277, establishing a procedure for processing Development Agreements in Chapter 18.116 for projects receiving allotments through the Residential Development Control System, Chapter 18.156, of Title 18 of the Morgan Hill Municipal Code; and

WHEREAS, sections 65864 through 65869.5 of the California Government Code authorize the City of Morgan Hill to enter into binding Development Agreements with persons having legal or equitable interests in real property for the development of such property; and

WHEREAS, said Development Agreement request was considered by the Planning Commission at its regular meeting of January 22, 2019 at which time the Planning Commission recommended City Council approval of Development Agreement application DA2018-0007: Depot-Latala; and

WHEREAS, testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL THAT:

SECTION 1. The Planning Commission recommends that the City Council approve the Development Agreement based on the determination and supporting reasoning described below as required by Morgan Hill Municipal Code Section 18.116.050(C).

SECTION 2. The Development Agreement is consistent with the goals, objectives, policies, general land uses and programs specified in the General Plan and any applicable specific plan.

The project would provide 49 residential units which is consistent with the General Plan. There have been no General Plan policy conflicts identified with the proposed project.

SECTION 3. The Development Agreement is compatible with the uses authorized in the zoning district in which the real property is located.

The proposed mixed-use development is permitted within the Mixed Use-Downtown Specific Plan area and would be compatible with the surrounding residential and small business uses.

SECTION 4. The Development Agreement duly considers city mitigation programs in effect at the time of execution of the agreement.

The project would be subject to the payment of applicable impact fees and community benefit commitments as part of the RDSCS process.

SECTION 5. The Development Agreement will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood.

The project's construction would adhere to state, local and federal laws. The project is a mixed-use residential development that would include the same normal daily operations of other surrounding uses.

SECTION 6. The Development Agreement complies with the provisions of the California Environmental Quality Act.

The project is subject to CEQA and an Initial Study/Addendum previously prepared analyzes program level impacts for purposes of the Development Agreement.

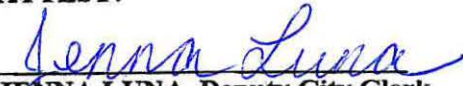
SECTION 7. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values.

The project will provide high quality architecture consistent with the City's Architectural Design Guidelines. The project will also be consistent with state and local laws.

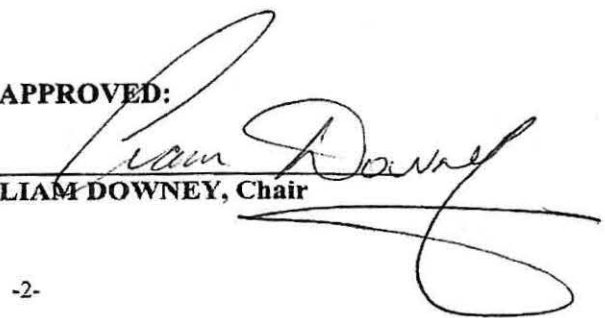
PASSED AND ADOPTED THIS 22TH DAY OF JANUARY 2019, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES:	COMMISSIONERS:	DOWNEY, MUELLER, HABIB, MUNOZ-MORRIS, TANDA
NOES:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	NONE

ATTEST:


JENNA LUNA, Deputy City Clerk

APPROVED:


LIAM DOWNEY, Chair



DRAFT

Michael Baker
INTERNATIONAL

801 S GRAND, SUITE 250
LOS ANGELES, CA 90017
PHONE: (213) 627-8645
MBAKERINTL.COM



CONTRACT NO.		C-XXXX	
DRAWING NO.		X-XX	
REVISION	0	SHEET NO.	1 OF 1
SCALE		1" = 50'	

CITY OF MORGAN HILL
QUIET ZONE FEASIBILITY STUDY
SCENARIO 2
CONCEPTUAL PLANS
DUNNE AVENUE

Packet Pg. 292



Tree Removal Plan

- Trees to remain
- Trees to be removed for safety

All trees indicated to be removed have been evaluated by two separate party arborists with the same conclusions about the trees.

Each tree to be removed includes a summary of the arborist’s explanation.

These trees are recommended to be removed for safety per arborist recommendation.

Attachment: Tree Removal Exhibit (2247 : RDCS/DA Depot Latala Cont.)



License #678321 ~ Arborist #WE-6620A ~ Insured PL/PD ~ Workers Compensation ~ 408-722-8942 ~ arborist@garlic.com ~ moki@smithtreespecialists.com

Latala Homes, Inc
1999 S. Bascom Avenue
Campbell, CA 95008
(408) 515-9205
paul@latalahomes.com

May 12, 2018

Property at: Depot Street, MH
Project: Hale Lumber Residential
Project Depot Street

As per your request we visited the property shown above in order to make observations and recommendations regarding the condition of the trees located on site as per proposal #1603.

Construction site preservation measures are included and outline on page 6.
All trees retained on site should have all measures implemented and verified by an ISA Certified Arborist.

Trees numbered 11955 and 11956 are in very poor condition and could be removed, however, if preservation is desired recommendations are provided although there can be no guarantee as to whether or not those trees will survive whether or not construction takes place due to their poor condition.

Please feel free to call if you have any questions.

Respectfully submitted,

Moki Smith
Smith Tree Specialists, Inc
ISA Certified Arborists #WE-6620A

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)

Tag #

11948.	Common Name	Species	D.B.H.	Height	Canopy Spread	Condition
	Coast live oak	<i>Quercus agrifolia</i>	37.5"	32'	27'	Poor

Observations:

This tree has a multi leader main stem with 3 main uprights.

The first main crotch is approximately 18" above grade with included bark and a weak attachment.

This trees canopy is severely deformed due with only one side of the canopy developed to competition with adjacent Oak.

Recommendations:

Remove in order to allow the adjacent Oak to develop properly.

11949.	Common Name	Species	D.B.H.	Height	Canopy Spread	Condition
	Coast live oak	<i>Quercus agrifolia</i>	19.5"	37'	30'	Fair

Observations:

This tree is in Fair condition with good structure and no sign of decay or serious pest or pathogen infestation. The grade appears to be slightly raised at mainstem.

Recommendations:

Preserve and perform all construction site tree preservation measures as outlined on page 5.

Excavate root crown and inspect.

Where root damage cannot be avoided, roots encountered (over 1" diameter) should be exposed approximately 12" beyond the area to be disturbed towards tree main stem, by hand excavation, or with specialized hydraulic or pneumatic equipment, cut cleanly with hand pruners or power saw, treat the wound with fungicide and immediately back-fill with soil.

Install temporary protective fence as far from the tree stem (trunk) as possible, completely surrounding the tree and 6-8 feet in height.

Post no parking or storage signs outside / on fencing. Do not attach posting to the mainstem of the tree.

Do not allow vehicles, equipment, pedestrian traffic; building materials or debris storage; or disposal of toxic or other materials inside of the fenced off area.

Prune for clearance only or to remove large deadwood or structurally dangerous limbs.

Fertilize and vertically mulch to drip line.

Apply 3" layer of organic compost mulch material to dripline

Ensure adequate irrigation throughout summer months and until after rainy season begins.

Arrange for periodic (Biannual/Quarterly) inspection of tree's condition, and treatment of damaging conditions (insects, diseases, nutrient deficiencies, etc.) as they occur for no less than 5 years after construction in order to maintain health and address any problems occurring from the impact of construction as they arise.

11950.	Common Name	Species	D.B.H.	Height	Canopy Spread	Condition
	Pepper	<i>Schinus molle/unidentified</i>	32"	31'	36'	Poor

Observations:

This tree has a multi leader main stem with 2 main uprights.

The first main crotch is approximately 18" above grade with included bark and a weak attachment.

There are large wounds located just above the root flair and in the lower structure.

Recommendations:

Remove for safety.

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)

11951.	Common Name	Species	D.B.H.	Height	Canopy Spread	Condition
	Coast live oak	<i>Quercus agrifolia</i>	43"	30'	48'	Poor

Observations:

This tree has a multi leader main stem with 2 main uprights.

The tree has included bark and a weak attachment.

There is a large cavity in the root flair with fungal conk visible, there are also fungal conks visible on the North heading upright and a cavity in the 2nd main crotch.

Recommendations:

Remove for safety.

11952.	Common Name	Species	D.B.H.	Height	Canopy Spread	Condition
	Coast live oak	<i>Quercus agrifolia</i>	25"	30'	31'	Fair

Observations:

This tree is in Fair condition with good structure and no sign of decay or serious pest or pathogen infestation.

Recommendations:

Preserve and perform all construction site tree preservation measures as outlined on page 6.

Excavate root crown and inspect.

Where root damage cannot be avoided, roots encountered (over 1" diameter) should be exposed approximately 12" beyond the area to be disturbed towards tree main stem, by hand excavation, or with specialized hydraulic or pneumatic equipment, cut cleanly with hand pruners or power saw, treat the wound with fungicide and immediately back-fill with soil.

Install temporary protective fence as far from the tree stem (trunk) as possible, completely surrounding the tree and 6-8 feet in height.

Post no parking or storage signs outside / on fencing. Do not attach posting to the mainstem of the tree.

Do not allow vehicles, equipment, pedestrian traffic; building materials or debris storage; or disposal of toxic or other materials inside of the fenced off area.

Prune for clearance only or to remove large deadwood or structurally dangerous limbs.

Fertilize and vertically mulch to drip line.

Apply 3" layer of organic compost mulch material to dripline

Ensure adequate irrigation throughout summer months and until after rainy season begins.

Arrange for periodic (Biannual/Quarterly) inspection of tree's condition, and treatment of damaging conditions (insects, diseases, nutrient deficiencies, etc.) as they occur for no less than 5 years after construction in order to maintain health and address any problems occurring from the impact of construction as they arise.

11953.	Common Name	Species	D.B.H.	Height	Canopy Spread	Condition
	Black acacia	<i>Acacia melanoxylon</i>	35"	37'	28'	Poor

Observations:

This tree has a multi leader main stem with 3 main uprights.

The tree has included bark and a weak attachment.

There is a cavity in the first main crotch with visible decay.

Previously the 4th main upright has failed.

Recommendations:

Remove for safety.

11954.	Common Name	Species	D.B.H.	Height	Canopy Spread	Condition
	Pepper	<i>Schinus molle/unidentified</i>	58"	37'	39'	Poor

Observations:

This tree has a multi leader main stem with 8 main uprights.
The first main crotch has included bark and a weak attachment.

Recommendations:

Remove for safety.

11955.	Common Name	Species	D.B.H.	Height	Canopy Spread	Condition
	Coast live oak	<i>Quercus agrifolia</i>	62"	52'	55'	Poor

Observations:

This tree is in poor condition.
The main stem is inclined approximately 40° East with signs of extensive mainstem decay.
There are signs of extensive root flair decay in the upper structure.
NOTE: This Oak tree may fail at the root collar at any time. The failure could result in the canopy making contact with the railroad tracks.

Recommendations:

- A. Remove for safety.
 - B. Install vertical brace from the ground
 - Excavate root collar and inspect
 - Remove approximately 30% of the canopy weight by proper pruning practices and remove deadwood.
- Excavate root crown and inspect.
- Preserve and perform all construction site tree preservation measures as outlined on page 6.
- Where root damage cannot be avoided, roots encountered (over 1" diameter) should be exposed approximately 12" beyond the area to be disturbed towards tree main stem, by hand excavation, or with specialized hydraulic or pneumatic equipment, cut cleanly with hand pruners or power saw, treat the wound with fungicide and immediately back-fill with soil.
- Install temporary protective fence as far from the tree stem (trunk) as possible, completely surrounding the tree and 6-8 feet in height.
- Post no parking or storage signs outside / on fencing. Do not attach posting to the mainstem of the tree.
- Do not allow vehicles, equipment, pedestrian traffic; building materials or debris storage; or disposal of toxic or other materials inside of the fenced off area.
- Prune for clearance only or to remove large deadwood or structurally dangerous limbs.
- Fertilize and vertically mulch to drip line.
- Apply 3" layer of organic compost mulch material to dripline
- Ensure adequate irrigation throughout summer months and until after rainy season begins.
- Arrange for periodic (Biannual/Quarterly) inspection of tree's condition, and treatment of damaging conditions (insects, diseases, nutrient deficiencies, etc.) as they occur for no less than 5 years after construction in order to maintain health and address any problems occurring from the impact of construction as they arise.

11956.	Common Name	Species	D.B.H.	Height	Canopy Spread	Condition
	Coast live oak	<i>Quercus agrifolia</i>	54"	36'	62'	Poor

Observations:

This tree is in poor condition.

The main stem is inclined approximately 35° West with signs of extensive mainstem decay.

There are signs of extensive root flair decay in the upper structure.

NOTE: This Oak tree may fail at the root collar at any time. The failure could result in the canopy making contact with / crossing Depot Street.

Recommendations:

A. Remove for safety.

B. Install vertical brace from the ground

Excavate root collar and inspect

Remove approximately 30% of the canopy weight by proper pruning practices and remove deadwood.

Preserve and perform all construction site tree preservation measures as outlined on page 6.

Excavate root crown and inspect.

Where root damage cannot be avoided, roots encountered (over 1" diameter) should be exposed approximately 12" beyond the area to be disturbed towards tree main stem, by hand excavation, or with specialized hydraulic or pneumatic equipment, cut cleanly with hand pruners or power saw, treat the wound with fungicide and immediately back-fill with soil.

Install temporary protective fence as far from the tree stem (trunk) as possible, completely surrounding the tree and 6-8 feet in height.

Post no parking or storage signs outside / on fencing. Do not attach posting to the mainstem of the tree.

Do not allow vehicles, equipment, pedestrian traffic; building materials or debris storage; or disposal of toxic or other materials inside of the fenced off area.

Prune for clearance only or to remove large deadwood or structurally dangerous limbs.

Fertilize and vertically mulch to drip line.

Apply 3" layer of organic compost mulch material to dripline

Ensure adequate irrigation throughout summer months and until after rainy season begins.

Arrange for periodic (Biannual/Quarterly) inspection of tree's condition, and treatment of damaging conditions (insects, diseases, nutrient deficiencies, etc.) as they occur for no less than 5 years after construction in order to maintain health and address any problems occurring from the impact of construction as they arise.

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)

Construction Site - Tree Preservation

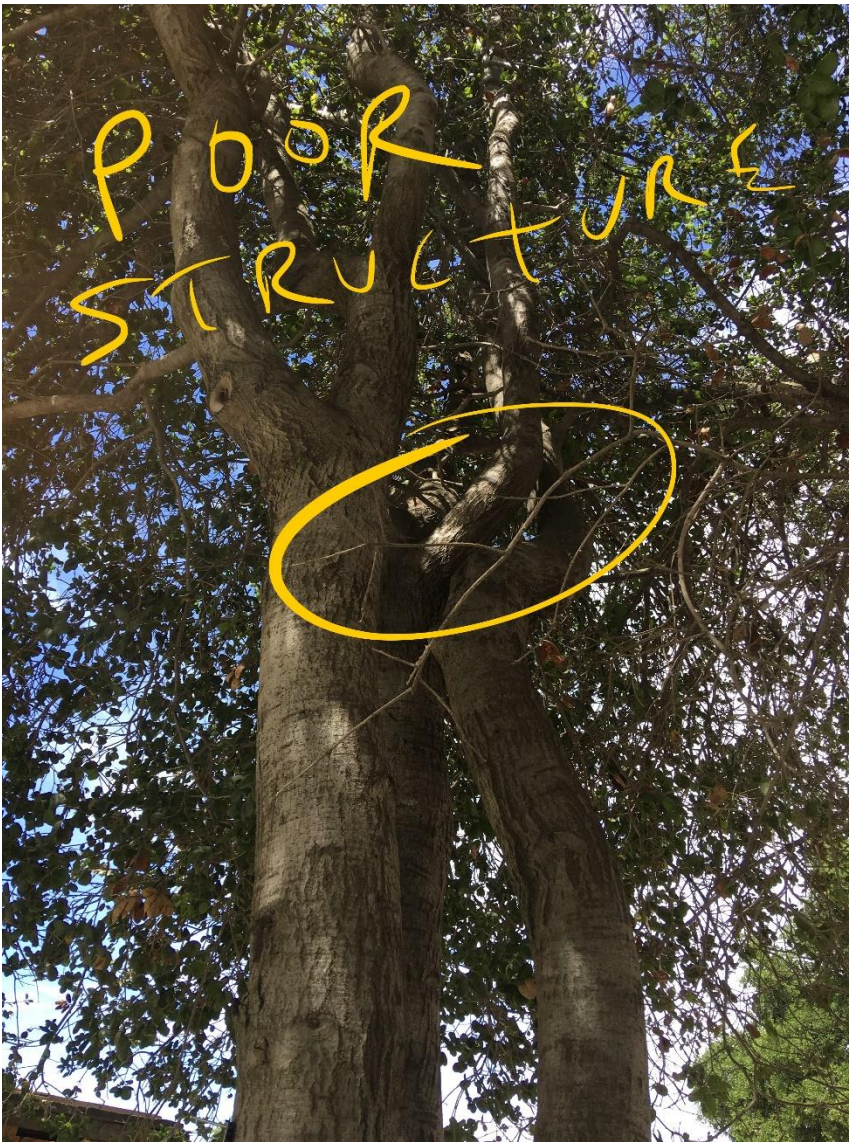
- Locate structures, grade changes, etc. as far as feasible from the 'dripline' area of the tree.
- Avoid root damage through grading, trenching, compaction, etc., at least within an area 1.5 times the 'dripline' area of trees. Where root damage cannot be avoided, roots encountered (over 1" diameter) should be exposed approximately 12" beyond the area to be disturbed (towards tree stem), by hand excavation, or with specialized hydraulic or pneumatic equipment, cut cleanly with hand pruners or power saw, and immediately back-filled with soil. Avoid tearing, or otherwise disturbing that portion of the root(s) to remain.
- Construct a temporary fence as far from the tree stem (trunk) as possible, completely surrounding the tree, and 6-8 feet in height. Post no parking or storage signs outside / on fencing. Do not attach posting to the mainstem of the tree.
- **Do not allow vehicles, equipment, pedestrian traffic; building materials or debris storage; or disposal of toxic or other materials inside of the fenced off area.**
- Avoid pruning immediately before, during, or immediately after construction impact. Perform only that pruning which is unavoidable due to conflicts with proposed development. Aesthetic pruning should not be performed for at least 1-2 years following completion of construction.
- Trees that will be impacted by construction may benefit from fertilization, ideally performed in the fall, and preferably prior to any construction activities, with not more than 6 lbs. of actual nitrogen per 1,000 square feet of accessible 'drip line' area or beyond.
- Mulch 'rooting' area with an acidic, organic compost or mulch.
- Arrange for periodic (Biannual/Quarterly) inspection of tree's condition, and treatment of damaging conditions (insects, diseases, nutrient deficiencies, etc.) as they occur, or as appropriate.
- Individual trees likely to suffer significant impacts may require specific, more extensive efforts and/or a more detailed specification than those contained within these general guidelines.



Tree #11948 – Poorly developed canopy



#11948 – Included Bark



#11948 – Poor Structure

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



#11949



#11949 – Grade slightly high on main stem

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



#11950 – Included bark



#11950 – Large wound

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



#11950 – Large wound at base



#11950 – Large wound in canopy



#11951 – Included bark



#11951 – Fungal conk

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



#11951 – Fungal conks



#11951 – Cavity and decay in first main crotch



#11952 –

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



#11953 –



#11953 – Included bark

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



#11953 – Large wound



#11954 – Poor structure

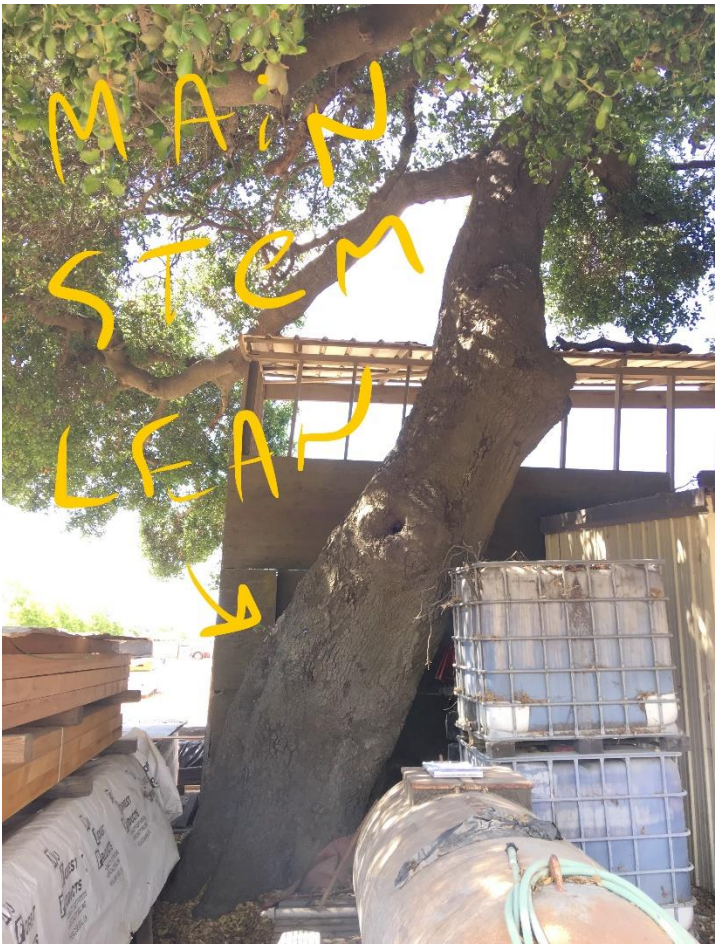
Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



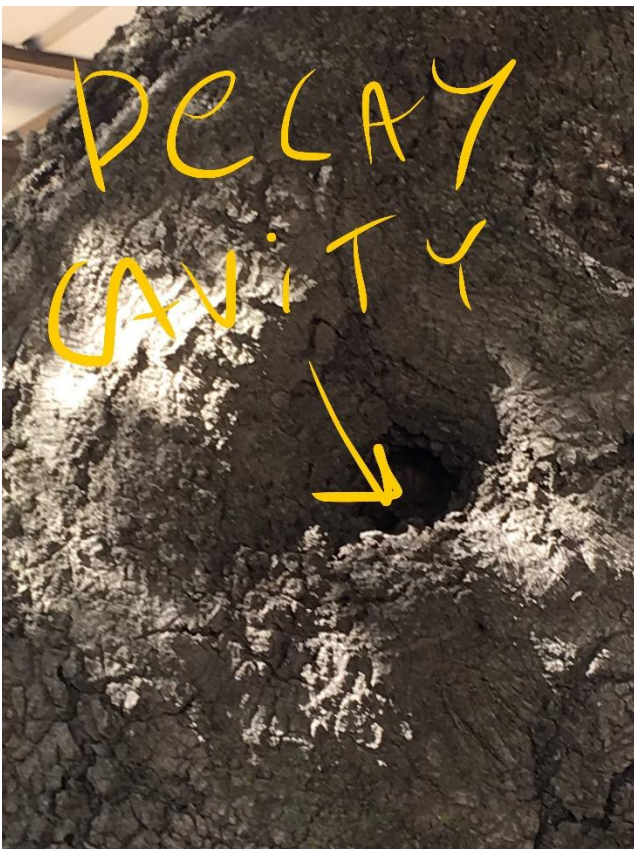
#11954 – Included bark



#11955



#11955 – Inclined main stem



#11955 – Cavity



#11955- Root flare cavity



#11955- Root flare decay

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



#11955- Root flair decay



#11955- Cavity decay



#11956



#11956 – Root flair decay

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



#11956 – Root flair decay



#11956 – Canopy decay

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



#11956 – Main stem incline



#11956 – Upper canopy decay

Attachment: Arborist Report (2247 : RDCS/DA Depot Latala Cont.)



Kielty Arborist Services, LLC

Certified Arborist WE#0476A

P.O. Box 6187

San Mateo, CA 94403

650- 515-9783

August 22, 2018

City Of Morgan Hill
Attn: Tiffany Brown-Associate Planner
17575 Peak Avenue
Morgan Hill, CA 95037

Site: Property at Depot Street, Morgan Hill

Project: Hale Lumber Residential Project and Proposed Depot Street Re-Alignment, Morgan Hill

Dear Ms. Brown,

Assignment:

As requested on August 13th, 2018, I visited the above site for the purpose of providing a peer review of the Arborist Report prepared by Smith Tree Specialist Inc, dated May 12, 2018. During my site visit I assessed the trees and site conditions for consistency in the report and available plan regarding tree numbers, species, size, location, and condition. At this time the only plan available is an aerial image with a site plan overlay provided by RJA Engineers Planners and Surveyors, dated May 21, 2018. This report is to be used by the City of Morgan Hill to help determine any deficiencies within the provided Arborist Report.

Observations of Arborist Report:

The provided Arborist Report does a good job in stating observations and recommendations for each tree. All of the observations are believed to be true. The provided photographs in the report do a good job in explaining the observations. The only errors observed within the tree survey portion of the report were with species names. Tree #11950 is a Brazilian pepper (*Schinus terebinthifolius*) not a California pepper (*Schinus molle*). Tree #11954 is a Valley oak (*Quercus lobata*) not a pepper tree and may have been a typo when typing the report. I agree with the removal recommendations. Trees such as coast live oak tree #11955 appear to have good vigor, and from a distance look like a healthy tree. When closely observed numerous structural problems exist. Tree #11955 has large sections of decay on the trunk and at grade. This tree has a high risk of failure.

Recommendations for Arborist Report

- Sections of the Arborist Report should have a title in bold to make for easier readability. Sections with the titles-Assignment, method, survey, evaluation of impacts and recommendations, summary, and tree preservation guidelines(provided) would make for an easier read.
- A statement is needed as to what trees and size are protected in the City of Morgan Hill.
- The Arborist should make a statement as to what plans were viewed. The only plan available right now is not an official plan but just an overlay of what is proposed on top of an aerial image. No scale to the plan or existing trees were observed on this plan making it hard to tell how far from the trees excavation activities would be taking place.

Attachment: Arborist Report Peer Review by 2nd Arborist (2247 : RDCS/DA Depot Latala Cont.)

Hale Lumber 8/22/18

(2)

The project arborist will need to review the entire building set once made available to give better judgments as to the impacts to the retained trees on site. Any change in plans that may affect trees will need to be reviewed by the Project Arborist.

- A general statement about what is proposed on site is needed.
- The Arborist should describe his survey methods such as, where trees were measured (at what height), were the trees tagged, how he comes up with tree condition ratings, and how the height and canopy spread of each tree measured.
- Impact to the two trees to be retained on site (#11952 & #11949) should be discussed, as well as any mitigation measures needed for these trees. It appears that tree #11952 will have a new office building constructed in close proximity to this tree. Distances for soil disturbance/root cutting should be provided to ensure the trees structural integrity and health. Specific tree protection measures should also be discussed for these trees. For example tree #11949 cannot have tree protection fencing located at the tree's dripline as the tree is adjacent to a sidewalk.
- Type of tree protection fencing needs to be more specific, such as the type of tree protection fencing (usually stated as metal chain link), how deep post are driven into the ground and how far away are post from each other. Also, the report should say what to do if tree protection fencing at the dripline restricts access to areas of proposed work. Usually a landscape barrier is needed in these areas, and consist of thick coarse mulch spread to a depth of 6 inches with plywood placed on to protect soil and roots from compaction while still allowing for access.
- Specific precautions necessary for tree preservation during all phases of development (demolition, grading, during construction, and landscaping) should be discussed.
- Describe any mitigation measures if roots are likely to be cut.
- I noticed during my site visit that the trees along Depot Road are located below high voltage line. These trees have or will be pruned for line clearance in the future. The Project Arborist should give recommendations as to future structure problems created by line clearance pruning.
- In the recommendations section under the 2 oak trees to be retained it states to ensure adequate irrigation during throughout summer months. Oak trees do not require supplemental irrigation during summer months as they are native to the area. Summer time irrigation can raise risk of developing oak root fungus disease. Generally I recommend oak trees to be deep watered only during the months of May and September. I do recommend minor summer irrigation if roots have been traumatized as a result of construction, but irrigation should only be done at where root loss has taken place, not for the entire tree.
- Some of the trees need to be removed as they appear to be in direct line with the proposed work. For example trees# 11950 and 11951 are located within a proposed site entrance/ driveway. These things should be mentioned in the report.
- Include a statement saying that the project arborist will need to be on site during any excavation activity underneath the dripline of a protected tree on site to remain.
- The report gives recommendations to remove the trees as well as what to do to preserve the trees (mitigations) when structural problems were observed. The report should say what the risk of failure is before and after mitigations are put into place.
- Mulch is specified in the tree protection plan but does not indicate depth of mulch and mulch benefits.



PEACE POLE ART PROJECT

Item 12



Background



- **Project Originally Approved by Council in October 2011**
- **At that time the Council directed the Library, Culture and Arts Commission to continue working with project volunteers**
- **The volunteers are approaching their fundraising goal**

Location



Proposed Artwork



Proposed Artwork



Future Site of Peace Monument

Proposed Artwork



Commission Recommendation



Approve the updated design for the Peace Pole Project for installation at the Civic Center with specific City input to be included for the different and appropriate languages.

If approved by Council, an assigned Commissioner and City staff will continue to work with the volunteers and artist on the languages planned for the sculpture.

Questions?



From: [Michelle Bigelow](#)
To: [Michelle Bigelow](#)
Subject: FW: Peace Pole Languages
Date: Wednesday, March 20, 2019 2:36:41 PM
Attachments: [Peace Pole Languages.docx](#)

From: rbenich123@gmail.com <rbenich123@gmail.com>

Sent: Wednesday, March 20, 2019 1:27 PM

To: Judy Viegas <Judy.Viegas@morganhill.ca.gov>

Subject: Peace Pole Languages

Judy - I have been appointed as the liaison between the Library, Culture and Arts Commission and the artist who is preparing the Morgan Hill Peace Pole Monument.

The latest discussion is, ***"What languages should the artist etch onto the sides of the peace pole"***, and it has caused some controversy.

Therefore, I took the time to do some research and prepared the attached report which may be shared with the City Council. I don't know if this item will come up for discussion with the City Council but they should have the benefit of this background information.

Robert Benich, Commissioner

Library, Culture and Arts

Morgan Hill City Peace Pole Monument Project

= Languages on the Peace Pole =

This analysis is to help determine what languages the artist should etch on the sides of the Morgan Hill Peace Pole. It is somewhat complicated by the fact that the design of this peace pole is not symmetrical. The monument is a piece of limestone rock with seven (7) irregular sides (representing the 7 continents). The trick is to fit languages onto the pole that will blend into a harmonious whole. And, too, different languages have various characters and letters to designate the word "PEACE".

Group 1

Group 1 languages represent the languages spoken in the countries with which Morgan Hill has a "Sister City" relationship.

1. English – Spoken by 1.13 billion people world wide (WW) - 1st or 2nd language
2. Spanish – Spoken by 534 million people WW
3. Japanese – Spoken by 128 million people WW
4. Turkish – spoken by 80 million people WW
5. Italian – Spoken by 68 million people WW
6. Gaelic – spoken by 57 thousand people WW

Group 2

Group 2 languages represent ethnic and religious groups of people who have a historical or present relationship to the city of Morgan Hill.

7. Chinese (Mandarin) – Spoken by 1.12 billion people WW
8. Hindi – Spoken by 615 million people WW
9. Vietnamese – Spoken by 77 million people WW
10. Farsi (Persian) – Spoken by 53 million people WW
11. Hebrew – Spoken by 9 million people WW

Group 3

Group 3 represent possible other languages of ethnic groups that may be optionally added to the peace pole according to the artist's ability to fit them into a harmonious relationship.

12. French – Spoken by 280 million people WW
13. Russian – Spoken by 258 million people WW
14. Portuguese – Spoken by 234 million people WW
15. Indonesian – Spoken by 199 million people WW

[Source: From Wikipedia: Ethnologue \(2019, 22nd edition\)](#)

Prepared by Robert Benich, 20 March 2019

From: [Caitlin Robinett Jachimowicz](#)
To: [Michelle Bigelow](#); [Christina Turner](#); [Donald Larkin](#)
Cc: [Larry Carr](#); [Rene Spring](#); [Rich Constantine](#); [John McKay](#); [Yvonne Martinez Beltran](#)
Subject: United Nation Convention on the Elimination of all forms of Discrimination Against Women
Date: Wednesday, March 20, 2019 1:40:41 PM

Esteemed Council,

I hope to be able to stand before you tonight in support of item #13 on your agenda. Unfortunately, because of the illness of a family member I may not be able to attend. So I wanted to give you my formal support before tonight's meeting.

I want to thank Mayor Constantine for his leadership on this issue. It is my understanding that because of his swift support, if you take action on this item tonight, we will be the first city in Santa Clara County after San Jose to do so. We have the opportunity to set the tone and the expectation for how other cities in our county should respond to this request.

I am so proud of the work we did my first year on the council in making inclusiveness a priority in Morgan Hill. When we began this discussion, we talked about our goals of Morgan Hill being a safe and inclusive place for all residents, regardless of what was happening in our country at large. Unfortunately, the United States has a terrible track record on following up on policies that support women. Although CEDAW was signed in 1980, it was never ratified. The Equal Rights Amendment was first proposed in 1923 but wasn't passed by Congress until 1972. It was never ratified. It wasn't until the 1970s and 1980s that now-justice Ginsburg persuaded the Supreme Court that women were guaranteed equal protection under the Constitution (in the 14th Amendment) at all.

The brilliance of CEDAW is that more than a symbol of support, it lays out 6 areas where women and girls are experiencing disparate treatment.

- (1) Economic development- the AAUW reported last year that women experience a \$513 billion wage loss because of the gender pay gap
- (2) Gender based violence- a 2010 study showed women make up 85% of victims of intimate partner violence
- (3) Education and Leadership- Currently, women make up only 30% of college presidents and 24% of Congress
- (4) Health Care- The United States has the worst rates of maternal death in the developed world
- (5) Housing- As of 2013, 85% of homeless families were headed by women, meaning, the burden of homeless children often falls to women in our country
- (6) Criminal Justice- a 2016 report showed a huge disparity in services for female inmates in the Santa Clara County jail system, with reports of women allegedly being handcuffed during labor

Our laws and our policies can help shift societal norms. In 2017, it was still normal for a well-

meaning constituent to tell me I was a "brave little girl" for having the courage to take my seat at the dais among you. In 2018, a few of you heard another tell me that I should learn how to keep my opinions to myself. I have countless stories of being in various courthouses where deputies, clerks, and other attorneys have assumed that I am not an attorney. The same issue has literally never happened to my husband. If we attack some of the discrimination women face out in the world, we can change perspectives of where woman "belong" among our leaders.

Whether you deem a resolution or ordinance appropriate to further the goals of CEDAW, Morgan Hill needs to take a stand for the human rights of women and girls, and make a commitment to seeing the goals of CEDAW furthered in our community. I trust you will give staff direction to this end, and I will be cheering you on.

Thank you for your time and consideration.

Sincerely,
Caitlin Robinett Jachimowicz
Morgan Hill resident and business owner

references:

<https://www.usatoday.com/story/money/2018/10/23/women-lose-500-billion-year-because-stubborn-gender-pay-gap/1728870002/>

https://www.cdc.gov/violenceprevention/pdf/nisvs_report2010-a.pdf

<https://www.americanprogress.org/issues/women/reports/2018/11/20/461273/womens-leadership-gap-2/>

<https://www.npr.org/2017/05/12/528098789/u-s-has-the-worst-rate-of-maternal-deaths-in-the-developed-world>

<https://www.acog.org/Clinical-Guidance-and-Publications/Committee-Opinions/Committee-on-Health-Care-for-Underserved-Women/Health-Care-for-Homeless-Women#1>

<https://www.nbcbayarea.com/news/local/Santa-Clara-County-Jails-Lack-Treatment-Services-for-Female-Inmates-Report-375632781.html>



March 20, 2019

RDCS/DA: Depot-Latala

Item 14



Project and Location

- Mixed Use Project (49 units, 3,000 sq ft office space) with realignment of Depot Street
- Development Agreement - RDCS Public Benefit Commitments



Hale Lumber and Depot Street Realignment Discussions



- Exclusive Right to Negotiate – April 2018
 - 2035 General Plan, Policy TR-3.15, Depot Street Rerouting and Extension.
 - DTSP 2009, Chapter 7. Infrastructure, Transportation Projections and improvements for re-routing Depot Street as a preferred alignment
- Downtown Housing and Retail Capacity, Trends, and Opportunities workshop – July 2018
- Presented Opportunity to purchase office building – September 2018
- Disposition Development Agreement – October 2018

Disposition Development Agreement Requirements

Transaction agreement for .29-acres of Depot Street Right-of-Way

- Realignment and construction of Depot Street
- Vacation and sale of former Depot Street
- Resurface and restripe CCC parking lot (no net loss of parking)
- Construct mixed-use building with 3,116 square foot of office space to be sold to City

Disposition Development Agreement



Completed Milestones

- October 17, 2018: GPA and ZA approval
- Pre-RDCS application – June 2018
- RDCS Award of Allotments – January 2019

Next Steps

- RDCS Development Agreement
- Site Review and Tentative Map – Summer 2019

RDCS - Downtown Projects



- Preliminary RDCS Application
- RDCS – Minimum score of 160

Project Contributions

- Inclusionary Housing 10% + in-lieu fee (\$2,772 per unit)
 - City's Safe Access to School Fund (\$49,000)
 - Water and Wastewater Infrastructure (\$98,000)
 - Off-Site Street and Parking Improvements (\$394,000)
- RDCS Final
 - Planning Commission awarded 49 Building Allotments
 - Recommended Approval of Development Agreement

Follow Up Items Requested

February 27th



- Allocation Adjustments Downtown Exempt Units
- Tree Evaluation and Replacement Plan
- Depot Street Realignment Circulation and Safety
- Realignment related to Grade Separations and Quiet Zones
- Development and Construction Capacity in Downtown

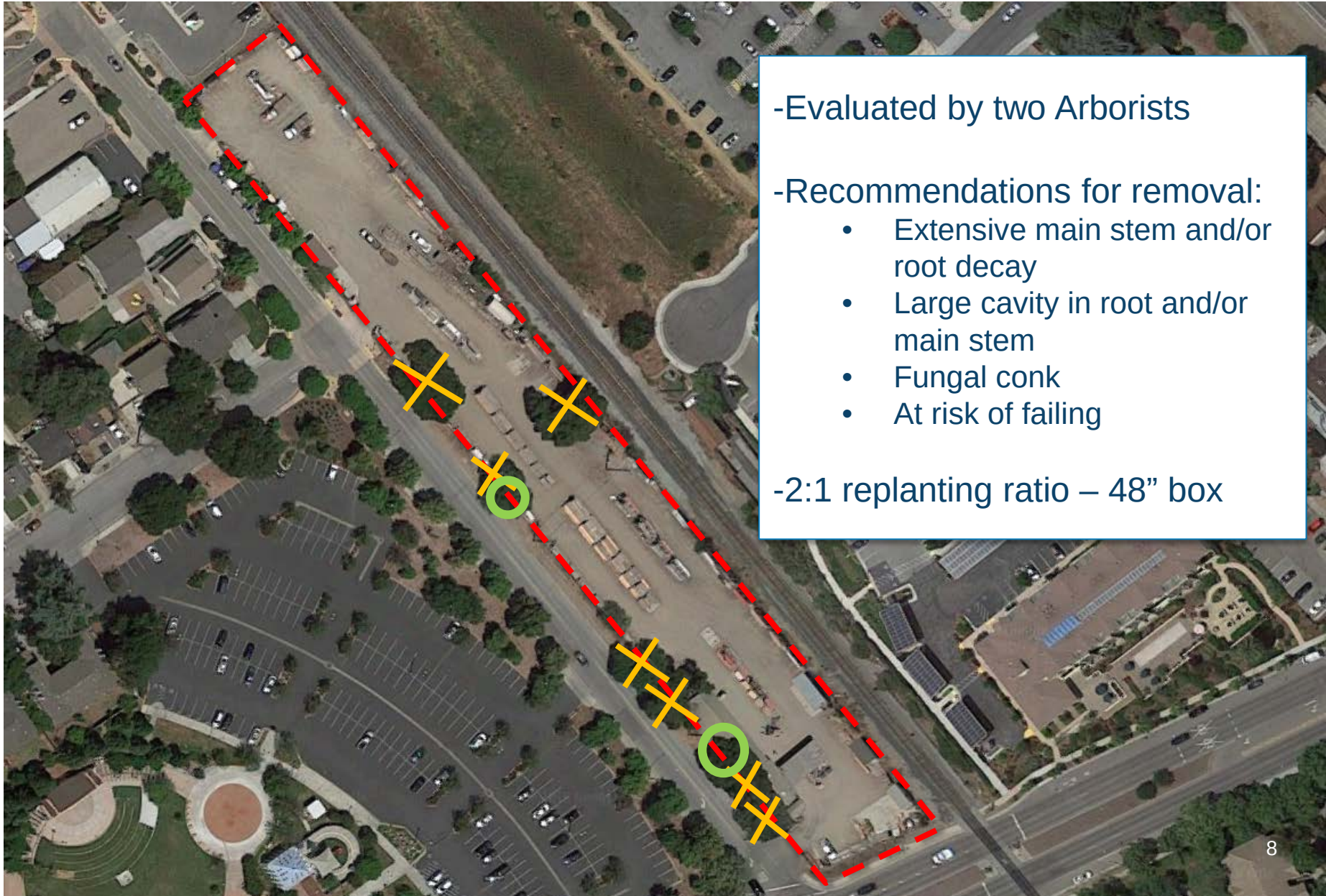
Allocation Adjustments - Exempt Units



Maximum allocations allowed under Measure S: 215

Competition Category	Number of Allotments
On-going Projects (Measure C)	25
On-going Projects (Measure S)	13
<u>Unassigned</u>	100 (reduced to 85)
Total:	138 (reduced to 123)

Tree Evaluation & Replacement



-Evaluated by two Arborists

-Recommendations for removal:

- Extensive main stem and/or root decay
- Large cavity in root and/or main stem
- Fungal conk
- At risk of failing

-2:1 replanting ratio – 48" box

Depot Street Realignment Circulation and Safety

- Eliminates off-set intersection
- Eliminates intersection within close proximity to UPRR Tracks
- Creates connection to complete signalized intersection
- Creates bike and pedestrian friendly roadway
- Provides curvilinear roadway to prevent speeding
- Discourages cut-through traffic within the CCC parking lot



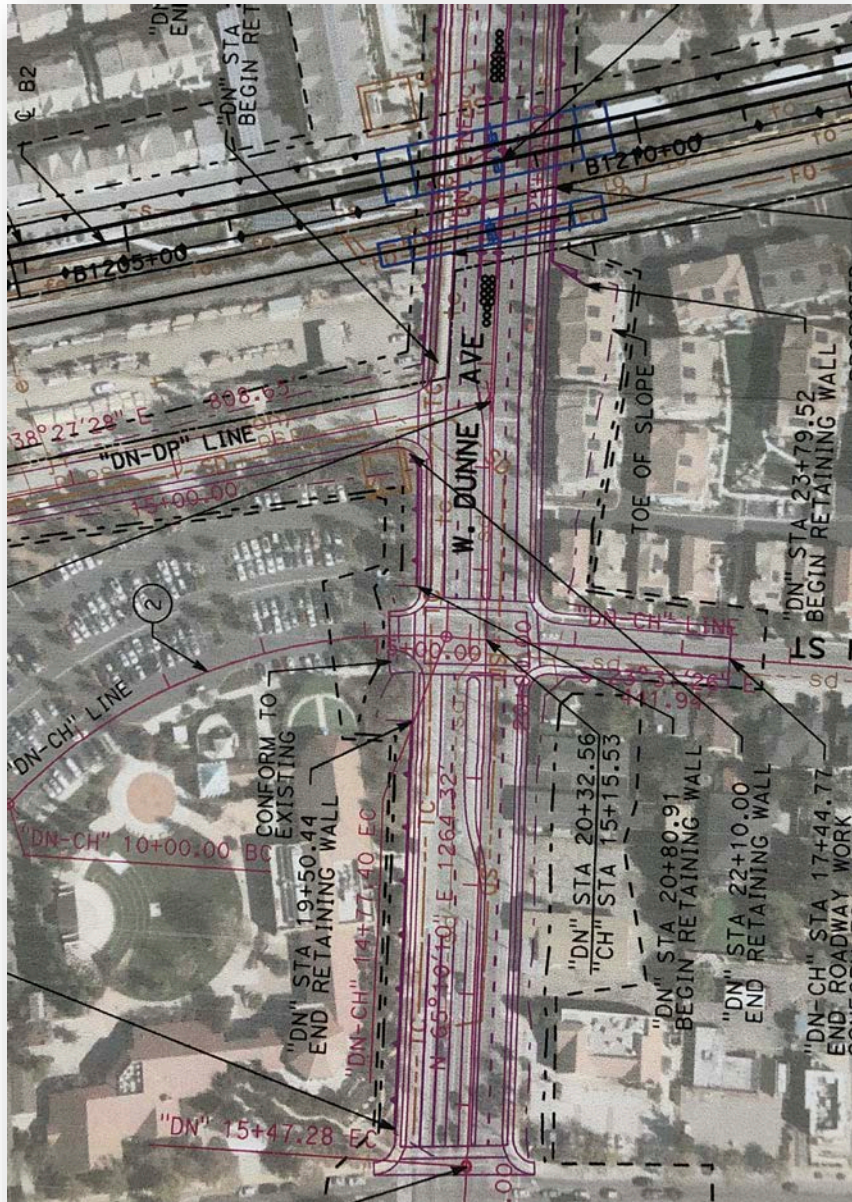
Depot Street Realignment Circulation and Safety

Vision Zero

- Detached sidewalks
- Separated pedestrian pathway with direct access to East Dunne
- Speed management through street design
- Fast cut-through traffic in the CCC parking lot eliminated
- Direct connectivity with Mid-block crosswalk created



Grade Separation at Dunne Railroad Crossing



General Plan Policies and Actions

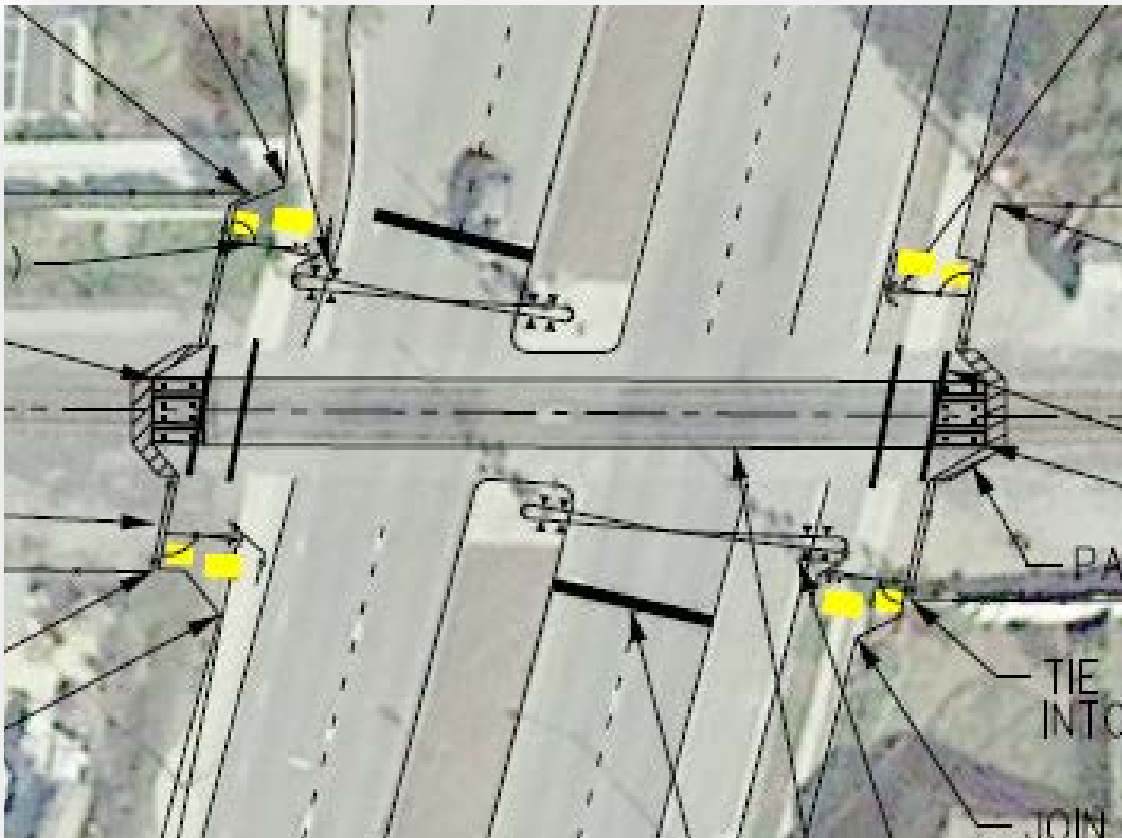
- Policy TR-3.18 Grade-Separated Crossings
- Action TR-3.M Funding for Grade-Separated Crossings

If East Dunne Avenue is grade separated at the railroad crossing, Depot street will either be closed, or realigned to Church Street / East Dunne Avenue intersection.

Quiet Zone Crossings

Proposed crossing equipment enhancements are all within the UPRR right-of-way and City right-of-way.

Redevelopment of the Hale Lumber Site or the realignment of Depot Street will not affect the City's qualifications for Quiet Zones in the future.



Downtown Development and Infrastructure

Land Use	Existing Development 2009	Development by 2015	Current Development 2019	Development by 2030
	Projected	Projected	Current/under construction	Projected
Retail (square feet)	123, 365	217,586	153,003	289,855
Residential (Dwelling Units)	193	739	663	874
Office/Service (square feet)	122,248	152,405	123,778	182,839

Downtown Investment



RDCS Development Agreement



- Executes DDA requirements
- Memorializes public benefit commitments made within the RDCS application
- Regulates general location, density and intensity of permitted uses on the subject property

Development Agreement

- Development Agreement consistent with RDCS Public Benefit Commitments and required Findings

- A. **Is consistent with the goals, objectives, policies, general land uses, and programs specified in the general plan and any applicable specific plan.**

The project would provide 49 residential units which is consistent with the General Plan. There have been no General Plan policy conflicts identified with the proposed project.

- B. **Is compatible with the uses authorized in the zoning district in which the real property is located.**

The proposed mixed-use development is permitted within the Mixed Use-Downtown Specific Plan area and would be compatible with the surrounding residential and small business uses.

Development Agreement

- C. **Duly considers city mitigation programs in effect at the time of execution of the agreement.**

The project would be subject to the payment of applicable impact fees and community benefit commitments as part of the RDCS process.

- D. **Will be non-detrimental to the public health, safety and general welfare of persons residing or working in the neighborhood and to property and improvements in the neighborhood.**

The project's construction would adhere to state, local and federal laws. The project is a mixed-use residential development that would include the same normal daily operations of other surrounding uses.

Development Agreement

- E. **Complies with the provisions of the California Environmental Quality Act and City's procedures adopted pursuant thereto.**

The project is subject to CEQA and an Initial Study/Addendum has been prepared for the project.

- F. **Will not adversely affect the orderly development of property or the preservation of property values.**

The project will provide high quality architecture consistent with the City's Architectural Design Guidelines. The project will also be consistent with state and local laws.

Recommendations

- Open and close public hearing
- Waive first and second reading of DA Ordinance; and
- Introduce DA Ordinance

Questions?



From: [Michelle Bigelow](#)
To: [Michelle Bigelow](#)
Subject: FW: depot st
Date: Tuesday, March 19, 2019 2:48:21 PM

From: Robert Hammond <bobh18race6@gmail.com>
Sent: Thursday, March 14, 2019 2:40 PM
To: Tiffany Brown <Tiffany.Brown@morganhill.ca.gov>
Subject: depot st

Dear Mayor and City Council,

I have worked at Hale Lumber since 1960 and have witnessed all the changes. The current use of entering Depot from Dunne and Dunne to Depot is dangerous and a Quagmire at times. There is no perfect way to to connect Depot and Church, but all are better than the present situation. Now there is no flow from Depot to Church. With all the new projects downtown being close to completion the traffic will increase without any flow. Any flow will be an improvement and when there is more traffic people will find alternate routes. The fact remains that improvement is needed and the engineers recommendations should be considered for the outcome to be beneficial to the City and its people. Hale Lumber have from 15 to 30 semi trucks per week making deliveries per week not to mention our own trucks leaving and coming back to the yard. There is no easy way for them to get in and out to get to were they are going. The trucks turn right from Dunne onto Monterey, then turn right on 4th and right on depot to get to the staging area for the lumber yard. To leave they go down 5th street and either make a left/right on Monterey to get back to 101. There is no easy way for our big rigs to get in and out of the yard without going through downtown. Which has already become a difficult and unsafe situation and will grow increasingly more difficult and unsafe when the already in progress developments on depot are completed. In order for Hale to consider relocation we would need the revenue from a sale to start looking for properly zoned property to move into.

In all my years at the yard i have witnessed the growth as well as the decline of the oak trees on the property. Although they look ok from afar, when you get up close and take a real look they are not in good shape. There is nothing much that could have been done about that. The fact of the matter is they were trees growing in the middle of a lumber yard. A heavily used industrial space is not the best environment for trees to be growing in. Although it is a shame that they have to come down, it is very confusing to me as to why their removal is still a part of the conversation. There are not one but two independent arborists recommending that they come down. The reason being is once surrounded by structures and people it can create a hazardous and potentially life threatening scenario. Please see the attached pictures of an oak tree that fell on the Hale site in 2003. Now imagine the potential consequences of that if surrounded by houses, cars and people.

I have sat back and watched Charles Weston continually oppose the development being proposed and I don't quite understand why he is so opposed to it. Around the same time I was negotiating with Paul Latala about the sale of the property, Charles Weston contacted me interested in buying the property as well. He stated that he was interested in buying it and doing a development on it also. So what outcome would be different? Given all he has built and his continued desire to cram in

more on his property down the street, I don't think he would be buying this property to make it primarily a park. Once Charles Weston would have all the facts from the expert engineers and consultants, both hired and from city staff I think the outcome of the project would be the same. It is really easy to sit on the outside and comment on things and another when it is your own personal liability on the line.

Sincerely,

Robert Hammond Sr.

Morgan Hill resident and Hale Lumber owner





From: [Michelle Bigelow](#)
To: [Michelle Bigelow](#)
Subject: FW: Latala Depot Project
Date: Tuesday, March 19, 2019 2:52:26 PM

From: JULIA WOLFSMITH <juliawolfsmith@icloud.com>

Date: March 15, 2019 at 10:56:29 PM GMT+1

To: Rene.spring@morganhill.ca.gov

Subject: Latala Depot Project

Mayor Constitine, Councilman Carr, Councilwoman Martinez-Beltran, Councilman Spring, and Councilman McKay,

It has been brought to my attention that the October 2018 approval of the Latala Depot Project was “derailed” at last meeting. I believed it was going forward or I would have attended in support of the project.

The project is such a great opportunity to complete the Downtown vision that was publicized close to 10 years ago. These opportunities don’t come along very often and it appears that you are establishing a pattern that may detour developers that are looking for a city to invest in, to go elsewhere.

I have often challenged local residents’ negativity about the inconvenient construction or decisions the City makes when trying to make changes for the better. Defending that your job is a hard one and the results will be worth it. As they have been.

I will be attending the meeting on March 20th to elaborate more on key points involving this project.

Truly,

Julia Wolfsmith

Resident

Downtown property owner for 25 years

Business owner for 32 years

From: [Michelle Bigelow](#)
To: [Michelle Bigelow](#)
Subject: FW: Hale Lumber Depot Project
Date: Wednesday, March 20, 2019 12:14:20 PM

From: Mushroom Mardi Gras <mmgf@mhmarshroommardigras.com>
Date: March 20, 2019 at 7:23:38 PM GMT+1
To: <rich.constantine@morganhill.ca.gov>, <larry.carr@morganhill.ca.gov>, <yvonne.martinezbeltran@morganhill.ca.gov>, <rene.spring@morganhill.ca.gov>, <john.mckay@morganhill.ca.gov>
Cc: "Bob Benevento " <rbbenevento@gmail.com>, Claire Cretin <offmanhch95@yahoo.com>, Devin Spencer <dvnsnocr@gmail.com>, Jim & Karen Tarp <jetelectric49@gmail.com>, "Kimberly Beare (Sponsor Coordinator)" <kimberly.foss.beare@gmail.com>, Mike Bergkamp <bergmike@charter.net>, 'Rich Firato' <rich@firato.com>, Rick Zvolanek Home <rickzvolanek@comcast.net>, Ron Woolf <rwoolf9523@aol.com>
Subject: Hale Lumber Depot Project

Dear Honorable Mayor Constantine & Council Members,

Please see comments below from the Morgan Hill Mushroom Mardi Gras Festival, in response to a email received by Larry Carr asking our thoughts on the Hale Lumber project. We want to thank Larry for reaching out to us for comment.

Hi Larry,

Larry, thank you for reaching out to Sunday Minnich and the Mushroom Mardi Gras regarding this agenda item. Sunday forwarded your message and her comments to me earlier today.

I read through the item packet rather quickly but fairly thoroughly and now have a better understanding of the opportunities and benefits of the development as presented to and by staff to the Council. As current President of the board, I will try to keep my personal observations out of this reply and try to speak only on behalf of the Mushroom Mardi Gras Board of Directors.

As you can imagine, our board is more than a bit dismayed. Larry, I think you probably know the history of the Mushroom Mardi Gras as

well as any long time citizen of our city. Celebrating our 40th Anniversary this year, our festival has migrated from the former grounds of the Flying Lady to Community Park and most recently to the grounds of the CCC and surrounding streets. These locations do not include some of the other more disappointing locations we've tried around town over the decades. Our festival, which we believe contributes to the name recognition of our city, started out as a fund raiser for the Fire Department back in 1979. It has since evolved to its present goal, funding scholarships for high school seniors in our community. In recognition of our 40th Anniversary, we raised our scholarship contributions to \$60,000.00 this year. I think it important for the members of the Council to know that.

Unfortunately, with the changes in the downtown area and specifically noting development along Depot Street, we may not be able to sustain that level of contribution. Development along Depot Street does not prevent but does impact access presently. With the opening of the 3rd Street / City Ventures project and the ongoing building of the Sunsweet site, we anticipated challenges this year. Fortunately, we were able to develop contingency plans with the support of City staff. However, with the completion of the Sunsweet site in the next year, along with possible construction at the Hale Lumber site and the rerouting of Depot St through the CCC parking lot to the Church St, intersection, we may be facing a significant loss in the square footage of ground we need to maintain the size and scope of our event. Our festival, and the goals to which we aspire, will have to be re-evaluated. Another relocation could mean a substantial reduction not only in festival revenues but college scholarships. The impact could be damaging, perhaps even fatal, to the festival. This is not a dramatic over statement.

While individuals on our board may have differing opinions regarding the council's plans for downtown development, as a Board we do not take a position in favor of, nor opposed to, the development of the Hale Lumber property and the street realignment. As I said

earlier, we're dismayed! We only ask that, whatever the outcome, the Council and the staff of the City of Morgan Hill work closely with us to help us maintain the festival in a way that benefits our young people, our City, and our Mushroom Mardi Gras festival. I addressed the Council on this subject when the first Hale Lumber plan was proposed a year or so ago. Our position regarding development has not changed, but the landscape surrounding the present site of the festival has and the makeup of the Council has. We're not sure what the decision of the Council will be, but we hope that whatever your decision the Morgan Hill Mushroom Mardi Gras will continue to thrive.

Thank you for taking the time to inquire about our position and for reading our reply.

Bob Benevento
President, Board of Directors
Morgan Hill Mushroom Mardi Gras

Larry, thank you so much for reaching out to us regarding the Hale Lumber project.

Our concern is mostly during construction with the parking lot and road torn up. It will cost us about 100 booths (\$47,500) during construction, which will be a huge impact to our scholarships. So, we are not sure what we are going to do about the festival next year, if that happens. We also asked previously to consider the possibility of having an emergency exit/entrance from the apartment complex to Dunne during the festival. I believe this was suggested at the last council meeting on the plan. If there is no exit/entrance except Depot during the festival, it will impact us tremendously and the possibility of not being able to have the festival in its current location. If this plan goes through, it will be a decision that the Mushroom Mardi Gras Board of Directors will have to make on the possibility of continuing the festival or downscaling tremendously by moving. If the emergency exit/entrance is approved in the plans, we would be able to still hold the festival in its current location, but again, the construction that will be taking place in 2020 will be a deciding factor if we are able to hold the festival that year, or any year that construction is going on.

Sunday Minnich
Executive Director
Morgan Hill Mushroom Mardi Gras
409 Tennant Station #150
Morgan Hill, CA 95037
(408) 778-1786 Phone
(408) 782-0030 Fax
www.mhmmg.org

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2016 & 2017



**American
Red Cross**

March is Red Cross Month 2019



Mission

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.



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Red Cross**



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Disaster Cycle Services



Blood Services



Preparedness, Health and Safety Services



International Services



Service to the Armed Forces

Red Cross in Silicon Valley

Who Are Our Volunteers?

- They come from every city in the county, and from every walk of life. They are diverse in every way.
- 1,716 total volunteers
- 362 volunteers in Disaster Cycle Services
- Others help with administration, Service to the Armed Forces, International Services, and Preparedness, Health, and Safety Programs



Local Disaster Response

- Responded to 160 local disasters
- Assisted 310 families following local disasters
- The majority were single family fires; some required mass care sheltering.





Regional & National Disaster Response

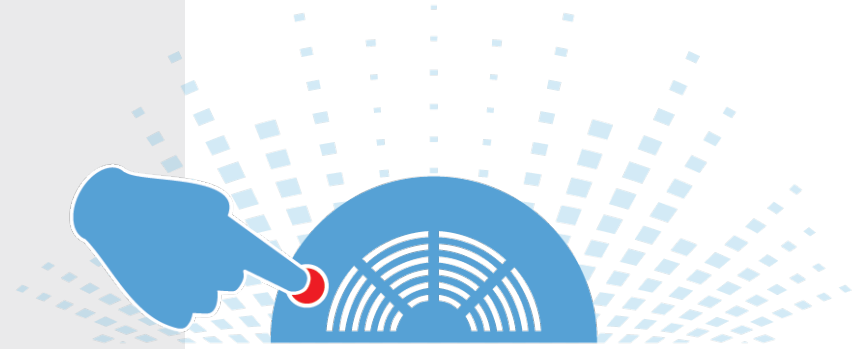
- Local volunteers deployed on multiple disasters including:
 - Hurricanes Florence & Michael
 - Kilauea volcano eruption
 - Super Typhoon Yutu
 - California wildfires including:
 - Lake/Mendocino Complex Fire
 - Carr Fire – Shasta County
 - Camp Fire – Butte County





Home Fire Campaign

- Installed 1,716 smoke alarms in Santa Clara County
- 591 homes made safer with educational visits and preparedness plans
- Focused on high risk manufactured home parks



SOUND THE ALARM

Save a Life



Preparedness, Health & Safety Programs

- Certified 14,239 people in First Aid/CPR/AED skills
- Trained 4,242 people in Aquatic & Water Safety skills
- Trained 1,470 people in care-giving (babysitting and certified nursing assistant) skills



Service To The Armed Forces

- Provided services to 1,134 military members, veterans, and families
- Briefed 6,360 families through our 'Get to Know Us' program
- 113 military members took resiliency courses



Blood Services

- In the United States, the Red Cross provides nearly 40% of the nation's blood supply
- Locally, we collected 18,772 units of blood



Thank You



March

Developmental Asset #14

Adult Role Models

Parent(s) and other adults model positive, responsible behavior.

Why Adult Role Models are Important to Youth.



- o Youth develop similar positive characteristics.
- o They influence youth in a positive direction.
- o Youth feel as if they have someone to guide them.
- o They teach responsibility.

How this relates to our Community:



Have programs with adult leaders:

- o Future Women's Leaders Conference
- o Chill Out
- o Boy and Girls Scout
- o YAC & YLMH

Individuals within our community:

- o Teachers
- o Coaches
- o Teen Center Faculty
- o Recreation Leaders
- o YAC Advisor



March

Complementary Asset #3

Other Adult Relations

Young person receives support from three or more non-parent adults.

How non-parent adults impact Youth?



- o They push youth to do better. High expectations.
- o Help youth see the qualities they have in themselves.
- o They help youth pursue new interests.
- o Help youth get through rough times.

How have adult role models helped guide you to become the person you are today?

R-Respectful

O-Open

L-Likeable

E-Encouraging

M-Mature

O-Optimistic

D-Dedicated

E-Empathetic

L-Leaders

S-Supportive

