CITY OF MORGAN HILL

Special-Regular Meeting Agenda

Planning Commission

Liam Downey - Chairman
Joseph Mueller - Planning Commissioner
Mohammad Habib - Planning Commissioner
Juan Miguel Munoz Morris - Planning Commissioner
Wayne Tanda - Planning Commissioner
-
-

Tuesday, January 22, 2019 6:00 pm

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

STUDY SESSION 6:00 P.M.

A Study Session of the Planning Commission is for the purpose of discussing two proposed Block Level Master Plans.

REGULAR MEETING

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

Pursuant to Government Code Section 54954.2

PLEDGE OF ALLEGIANCE

OPEN PUBLIC COMMENT PERIOD

Members of the public are entitled to address the Planning Commission concerning any item within the Morgan Hill Planning Commission's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the Planning Commission 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)

ORDERS OF THE DAY

MINUTES APPROVAL

1. APPROVE THE DECEMBER 11, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

PUBLIC HEARINGS

2. RDCS2018-0002/DA2018-0007: DEPOT-LATALA: PLANNING COMMISSION AWARD OF 49 DOWNTOWN RDCS SET-ASIDE BUILDING ALLOTMENTS AND DEVELOPMENT AGREEMENT TO CONFIRM RDCS PUBLIC BENEFIT COMMITMENTS. 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. Adopt a Resolution awarding 49 Downtown RDCS building allotments to RDCS2018-0002: Depot-Latala, and;

2. Adopt a Resolution recommending City Council approval of a Development Agreement for the project.

3. ZA2019-0001: MONTEREY CORRIDOR BLOCK ONE - CITY OF MORGAN HILL. CITY COUNCIL INITIATED ZONING AMENDMENT FROM THE PLANNED UNIT DEVELOPMENT (PUD) AND SERVICE COMMERCIAL (CS) ZONING DISTRICTS TO THE MIXED USE FLEX/PLANNED DEVELOPMENT (PD) COMBINING DISTRICT TO ESTABLISH A BLOCK-LEVEL MASTER PLAN (BLMP) FOR MONTEREY ROAD CORRIDOR BLOCK ONE LOCATED AT THE NORTHEAST CORNER OF MONTEREY ROAD AND BURNETT AVENUE, IDENTIFIED BY ASSESSOR PARCEL NUMBERS 725-01-018, -032, AND -033 (LUCKYSHING LLC; WEST ELAINE C TRUSTEE & ET AL; MORGAN HILL UNIFIED SCHOOL DISTRICT, OWNERS)

Recommendation:

Adopt a Resolution recommending the City Council consider the Addendum to the Morgan Hill 2035 EIR for the Zoning Code Update in accordance with CEQA and approve a Zoning Amendment from the Planned Unit Development (PUD) and Service Commercial (CS) Zoning Districts to the Mixed Use Flex/Planned Development (PD) Combining District to establish a Block-Level Master Plan (BLMP) for Monterey Road Corridor Block One.

4. ZA2019-0002: MONTEREY CORRIDOR BLOCK FOUR - CITY OF MORGAN HILL. CITY COUNCIL INITIATED ZONING AMENDMENT TO ADD A PLANNED DEVELOPMENT (PD) COMBINING DISTRICT TO ESTABLISH A BLOCK-LEVEL MASTER PLAN (BLMP) FOR MONTEREY ROAD CORRIDOR BLOCK FOUR LOCATED ON THE EAST SIDE OF MONTEREY ROAD OPPOSITE OLD MONTEREY ROAD, IDENTIFIED BY ASSESSOR PARCEL NUMBERS 726-25-006 AND -005 (DOBKIN ROBERT C TRUSTEE & ET AL AND SUTTER JOE L AND NANCY L TRUSTEE, OWNERS)

Recommendation:

Adopt a Resolution recommending City Council consider the Addendum to the Morgan Hill 2035 EIR for the Zoning Code Update in accordance with CEQA and approve a Zoning Amendment to add a Planned Development (PD) Combining District to establish a Block-Level Master Plan for Monterey Road Corridor Block Four.

OTHER BUSINESS

5. SELECTION OF PLANNING COMMISSION VICE-CHAIR

Recommendation:

Select member to serve as Vice-Chair of the Planning Commission until June 2019.

DIRECTOR'S REPORT/ANNOUNCEMENTS

ADJOURNMENT

NOTICE

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act that are distributed to a majority of the legislative body less than 72 hours prior to an open session, will be made available for public inspection at the Office of the City Clerk at Morgan Hill City Hall located at 17575 Peak Avenue, Morgan Hill, CA, 95037 at the same time that the public records are distributed or made available to the legislative body. (Pursuant to Government Code 54957.5)

PUBLIC COMMENT

Members of the Public are entitled to directly address the Commission 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 Commission on any issue that is on this agenda, please complete a speaker request card located in the foyer of the Commission 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 Commission, 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 Commission 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 Commission.

Persons interested in proposing an item for the Commission agenda should contact a member of the Commission who may plan an item on the agenda for a future Commission meeting. Should your comments require Commission action, your request may be placed on the next appropriate agenda. Commission 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 Commission at, or prior to the Public Hearing on these matters.

The time within which judicial review must be sought of the action by the Commission, 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 Commission 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.

DRAFT

CITY OF MORGAN HILL

Meeting Minutes
Planning Commission

Liam Downey	-	*Chairman*
Yvonne Martinez Beltran	-	*Vice Chair*
Mohammad Habib	-	*Planning Commissioner*
Juan Miguel Munoz Morris	-	*Planning Commissioner*
Joseph Mueller	-	*Planning Commissioner*
Wayne Tanda	-	*Planning Commissioner*
John McKay	-	*Planning Commissioner*

Tuesday, December 11, 2018 7:00 pm

Council Chamber
17555 Peak Avenue, Morgan Hill, CA 95037

AMENDED AGENDA

CALL TO ORDER

Chair Downey called the meeting to order.

ROLL CALL ATTENDANCE

Minutes Clerk Luna called the Roll.

Attendee Name	Title	Status	Arrived
Liam Downey	Chairman	Present	
Yvonne Martinez Beltran	Vice Chair	Present	
Mohammad Habib	Planning Commissioner	Present	
Juan Miguel Munoz Morris	Planning Commissioner	Present	
Joseph Mueller	Planning Commissioner	Present	
Wayne Tanda	Planning Commissioner	Absent	
John McKay	Planning Commissioner	Present	

DECLARATION OF POSTING AGENDA

Minutes Clerk Luna Declared the Posting of the Agenda.

PLEDGE OF ALLEGIANCE

Planning Commissioner Habib led the Pledge of Allegiance.

OPEN PUBLIC COMMENT PERIOD

Chair Downey opened the Public Comment Period at 7:03 p.m. Hearing no requests to speak the Public Comment Period was closed.

ORDERS OF THE DAY

No changes made.

CONSENT AGENDA

These are items of a routine or generally uncontested nature. Any member of the Planning Commission or member of the public may request to have an item pulled from the Consent Calendar and acted on individually by the Planning Commission. Items pulled will be discussed after action is taken on the balance of the Consent Calendar and before moving on to the Public Hearings.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Liam Downey, Chairman
SECONDER:	Yvonne Martinez Martinez Beltran, Vice Chair
AYES:	Downey, Martinez Beltran, Habib, Munoz Morris, Mueller, McKay
ABSENT:	Tanda

1. APPROVE THE NOVEMBER 13, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

2. APPROVE THE NOVEMBER 27, 2018 MEETING MINUTES

Recommendation:

Approve Minutes.

PUBLIC HEARINGS

3. UP2018-0014 CITY VENTURES – YOGASOURCE: CONDITIONAL USE PERMIT FOR A YOGA STUDIO. THE PROPERTY, IDENTIFIED BY ASSESSOR PARCEL NUMBER 726-54-014 IS LOCATED ON THE SOUTHEAST CORNER OF DEPOT STREET AND EAST 3RD STREET.

Recommendation:

1. Open/close Public Hearing; and,
2. Adopt a Resolution approving a Conditional Use Permit for a recreational use.

Associate Planner Tiffany Brown presented the Staff Report.

Chair Downey opened the Public Hearing at 7:27 p.m.
Steve and Linda MiGrath were called to speak.
Leroy Thomas was called to speak.
Sherry Marinovich was called to speak.
David Rice was called to speak.
Karen Pace was called to speak.
Hearing no further requests to speak, the Public Hearing was closed.

MOTION:
Adopt a Resolution approving the Conditional Use Permit with a modification to the reference in parking under Section 3 f. and remove the word garage from the language. Retail display shall be visible in the windows fronting Third and Depot Streets.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Joseph Mueller, Planning Commissioner
SECONDER:	John McKay, Planning Commissioner
AYES:	Downey, Martinez Beltran, Habib, Munoz Morris, Mueller, McKay
ABSENT:	Tanda

4. AAE2018-0005 (ZAA-04-11B): COCHRANE - TBI: AMENDMENT TO THE PRECISE DEVELOPMENT PLAN AND DESIGN GUIDELINES FOR THE MADRONE VILLAGE SHOPPING CENTER. THE PROPERTIES, IDENTIFIED BY ASSESSOR PARCEL NUMBERS 726-33-029,030 AND 031, ARE LOCATED ON THE NORTH WEST CORNER OF MADRONE PARKWAY AND COCHRANE ROAD (WEST COAST PROPERTY MANAGEMENT INC. AND MADRONE VILLAGE SHOPPING CENTER, OWNERS)

Recommendation:

Adopt a Resolution recommending the City Council (1) approve an amendment to a commercial Planned Development Master Plan and (2) adopt an addendum to the Mitigated Negative Declaration for the Madrone Village Shopping Center.

Planning Commissioners McKay and Martinez-Beltran recused themselves from this item and left the dais at 8:14 p.m.

Senior Planner Terry Linder presented the staff report.

Chair Downey opened the Public Hearing at 8:46 p.m.
Brand Krouskup was called to speak.
Asit Panwala was called to speak.
Alex Kennett was called to speak.
Bob Dwyer was called to speak.
James Chung was called to speak.
Bina Desai was called to speak.
Hearing no further requests to speak, the Public Hearing was closed.

MOTION:
Adopt a Resolution recommending City Council approve the Amendment to a Planned Development Master Plan and Adopt an Addendum to a Mitigated Negative Declaration.

RESULT:	**ADOPTED [4 TO 0]**
MOVER:	Juan Miguel Munoz Morris, Planning Commissioner
SECONDER:	Liam Downey, Chairman
AYES:	Downey, Habib, Munoz Morris, Mueller
ABSENT:	Tanda
RECUSED:	Martinez Beltran, McKay

DIRECTOR'S REPORT/ANNOUNCEMENTS

Principal Planner Gina Paolini reminded the Planning Commissioners that their next few meetings have been cancelled due to the Holiday and the City offices will be closed for furlough. The next regular scheduled meeting of the Planning Commission will be held on January 22, 2019. Assistant City Attorney Cynthia Hasson read aloud former Planning Commissioner John McKay's farewell and best wishes. Planning Commissioner Martinez-Beltran thanked the Planning Commission for their support.

ADJOURNMENT

There being no further business, Chair Downey adjourned the meeting at 10:32 p.m.

MINUTES PREPARED BY:

Jenna Luna, Minutes Clerk

CITY OF MORGAN HILL

PLANNING COMMISSION STAFF REPORT
MEETING DATE: January 22, 2019

PREPARED BY: Gina Paolini, Interim Principal Planner
APPROVED BY: Jennifer Carman, Community Development Director

RDCS2018-0002/DA2018-0007: DEPOT-LATALA: PLANNING COMMISSION AWARD OF 49 DOWNTOWN RDCS SET-ASIDE BUILDING ALLOTMENTS AND DEVELOPMENT AGREEMENT TO CONFIRM RDCS PUBLIC BENEFIT COMMITMENTS. 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. Adopt a Resolution awarding 49 Downtown RDCS building allotments to RDCS2018-0002: Depot-Latala, and;

2. Adopt a Resolution recommending City Council approval of a Development Agreement for the project.

BACKGROUND

The Downtown Specific Plan, adopted in 2009, created a vision for the 18 Downtown blocks. Part of that vision included realigning Depot Street through the Community and Cultural Center (CCC) parking lot.

City Council reviewed and approved an Exclusive Right to Negotiate Agreement ("Agreement") with the Latala Group, LLC ("Developer'), at their April 18, 2018 meeting which included realigning Depot Street in conjunction with a development proposal for the Hale Lumber Site. At their October 3, 2018 meeting, the City Council approved a Disposition Development Agreement (DDA) with the Developer to memorialize an agreement for redeveloping the site.

The City Council adopted Ordinance No. 2282 N.S on October 17, 2018, approving General Plan and Zoning Amendments for the 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 for the mixed-use project.

PROJECT DESCRIPTION

The Latala Group, LLC is requesting 49 Downtown Residential Development Control System (RDCS) building allotments and to memorialize the RDCS public benefit

commitments within a Development Agreement. The Development Agreement specifies the duration and permitted uses of the subject property; the general location and density or intensity of the uses. It also contains provisions concerning its transferability to any successor owners of the property. The Development Agreement clearly outlines the benefits provided to the City by entering into the Agreement.

The application includes the following requests:

- RDCS evaluation and request for Downtown Allotments,
- Development Agreement to memorialize the RDCS public benefit commitments, and;
- Environmental Assessment to provide the California Environmental Quality Act (CEQA) determination

Site Description

The project site is located within Blocks 6 and 8 of the Morgan Hill Downtown Specific Plan area. The project site is adjacent to the Union Pacific Railroad (UPRR) tracks to the east, surface parking and public park to the north, East Dunne Avenue to the south, East Fifth Street and single-family residences to the west and northwest, and the Morgan Hill Community and Cultural Center and residences located to the west and southwest. The applicant proposes a mixed-use development project that would include 49 attached residential units with an approximate 3,000 square foot office space.

ANALYSIS

This request is submitted pursuant to the following:

- Chapter 18.156 Residential Development Control System
- Chapter 18.116 Development Agreements

All the requests were analyzed with respect to consistency with 1) Residential Development Control System; 2) Findings; and 3) California Environmental Quality Act.

1. **Residential Development Control System (RDCS)**

<u>Downtown RDCS Building Allotments</u>

Through 2035, 500 allotments are set aside for residential projects in 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 receive at least 80 percent of the total maximum score in the RDCS competition criteria. Eligible projects are not required to compete for set-aside allotments. These allotments are awarded by the Planning Commission on a first-come, first-served basis.

<u>RDCS Competition Manual and Evaluation</u>

The RDCS Competition Manual contains the criteria and standards that the City of Morgan Hill uses to award residential allotments to projects. These criteria and standards are consistent with the RDCS ballot measure approved by the voters in 2016, the RDCS Ordinance in Division IV of the Morgan Hill Zoning Code, and with the growth management goals and policies in the General Plan.

Section 18.156.060.B (Eligibility) of the RDCS Ordinance states that a Downtown project may receive allotments only if it receives a score of at least 80 percent of the total maximum score in the RDCS competition criteria. The total maximum score is 200; therefore, a project must receive at least 160 points (80 percent of 200) to receive residential building allotments.

In addition, a project must receive a minimum score in the Affordable Housing objective. The minimum score is 18 points for projects where individual units will be sold to buyers (for-sale projects) and 10 points for projects where individual units will be occupied by renters (rental projects).

The project has been evaluated as follows:

a. **RDCS2018-0002: DEPOT-LATALA**
Preliminary Review Score: 104
Final Review Score: 164
Request: 49 Downtown Set-aside Allotments

Section 18.156.130 (Pre-application Review) of the Morgan Hill Municipal Code requires applicants to participate in a pre-application review process. The applicant participated in the required review and received comments to improve the scoring of the project. The project has received a score of at least 80 percent and is eligible to receive allotments. The project plans, final scored narrative, and supporting RDCS exhibits have been provided (Attachments 4 through 8).

Distribution of RDCS Allotments

This is the first project to be considered for set-aside allotments within the Downtown. There are 100 allotments available within the Downtown set-aside for this year. The applicant has request 49 allotments for the project. The project is eligible to receive allotments.

2. Findings

A Development Agreement has been proposed consistent with the RDCS public benefit commitments. The terms and conditions agreed to during the competition have been incorporated into the project site plan and included in the attached Development Agreement included as an attachment to then Development Agreement Resolution.

Morgan Hill Municipal Code Section 18.116.040 (C), Consideration of proposed Development Agreement—Recommendation by Planning Commission, requires that the following findings be made by the City Council to adopt the Development Agreement:

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.

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.

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.

<u>Conclusion</u>
The project has been found to be consistent with the RDCS requirements. Staff recommends that the Planning Commission find that the project is eligible to receive allotments and award the project 49 Downtown RDCS set-aside allotments and recommend

approval to the City Council of the Development Agreement incorporating the RDCS public benefit commitments.

3. **California Environmental Quality Act (CEQA):**

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 I5176(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.

Community Engagement

The proposed project was publicly noticed (mailing to property owners within 300 feet of the project and newspaper legal noticing) for the minimum 10-day period.

LINKS/ATTACHMENTS:

1. PC Resolution - Downtown Award of Allotments
2. DA Resolution
3. Development Agreement
4. Site Development Plan
5. Architecture
6. Civil_Landscape
7. RDCS Narrative (Team SCORING)
8. RDCS Exhibits

RESOLUTION NO.

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 PROJET

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**

Attachment: PC Resolution - Downtown Award of Allotments (2146 : RDCS/DA Depot Latala)

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:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ATTEST: **APPROVED:**

_____ _____

JENA LUNA, Deputy City Clerk **LIAM DOWNEY, Chair**

Attachment: PC Resolution - Downtown Award of Allotments (2146 : RDCS/DA Depot Latala)

RESOLUTION NO.

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 RDCS set-aside building allotments to application RDCS2018-0002 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.**

Attachment: DA Resolution (2146 : RDCS/DA Depot Latala)

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 RDCS 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 has been prepared for the project.

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:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ATTEST: **APPROVED:**

JENNA LUNA, Deputy City Clerk **LIAM DOWNEY, Chair**

Attachment: DA Resolution (2146 : RDCS/DA Depot Latala)

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 [Revision 1] (2146 : RDCS/DA Depot Latala)

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.

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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.

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(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.

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(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**" a**nd "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.

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(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 <u>Vested Right to Applicable Law</u>.

(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.

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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.

~~(c)~~(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 thought building permit issuance.

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2.04 RDCS 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 RDCS 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.

~~(c)~~(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-lieu fee instead of on-site construction, Developer reserves the right to pay an 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.

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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

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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

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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

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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 <u>Significant Actions by Third Parties Necessary to Implement the Existing Approvals</u>.

(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 <u>Establishment and Extension of Residential Development Control System Building Allotments.</u>

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.

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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.

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(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

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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:

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(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 <u>Assignment/Covenants Run with the Land</u>.

(a) <u>Right to Assign</u>. 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) <u>Release Upon Assignment</u>. 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

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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

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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

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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

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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.

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(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)

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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

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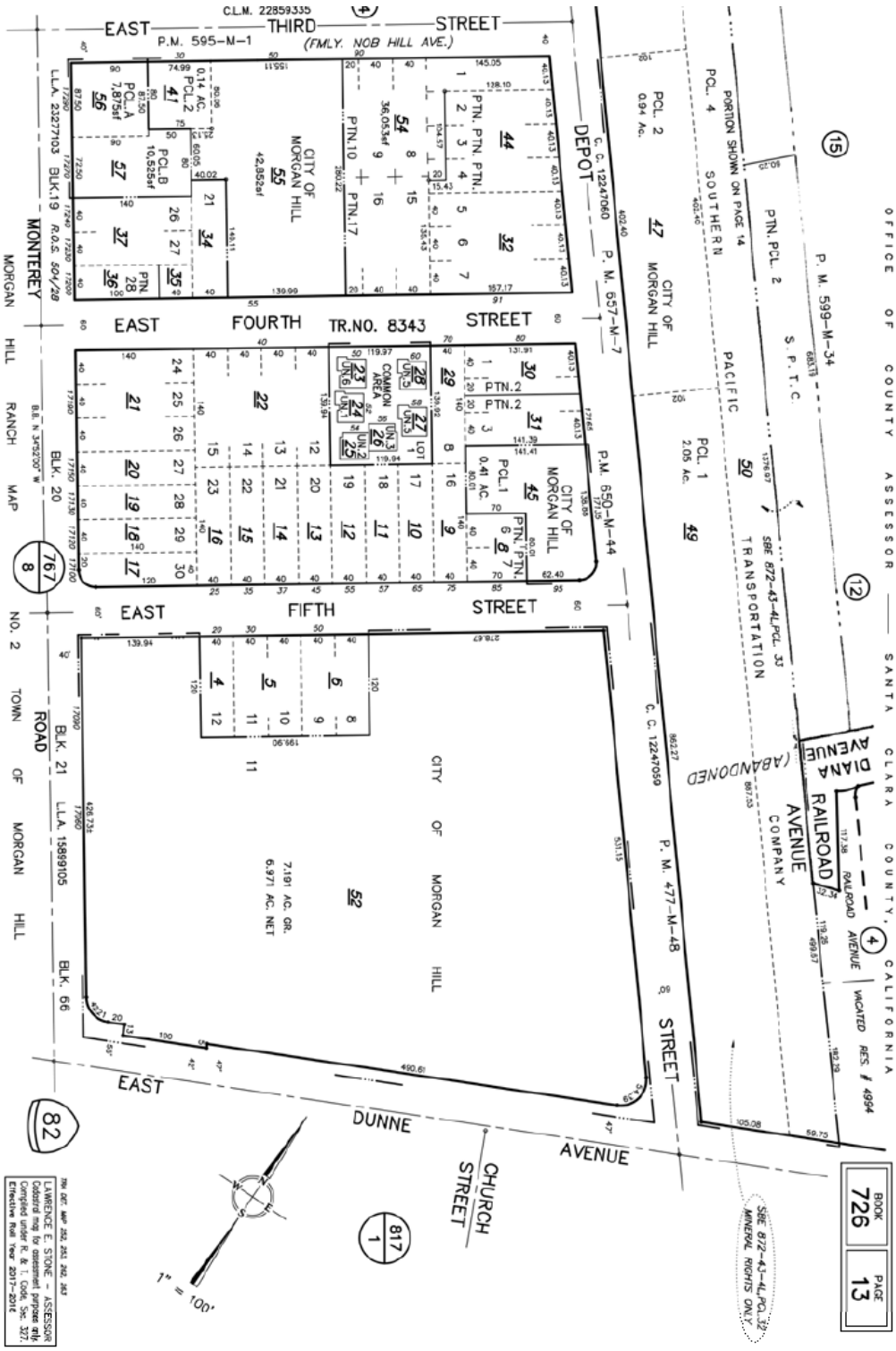

Exhibit A
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EXHIBIT B

DESCRIPTION OF PROJECT

RDCS APPLICATION NO. RDCS2018-0002: DEPOT-LATALA FOR A DEVELOMENT THAT INCLUDES 40 TOWNHOME STYLE CONDOMINIUMS AND NINE RESIDENTIAL FLATS IN A MIXED-USE DEVELOPMENT WITHIN THE MORGAN HILL DOWNTOWN SPECIFIC PLAN AREA.

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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

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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)	Prior to issuance of building permit.	$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).	Prior to issuance of building permit.	N/A

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Section No.	Category/Criteria	Public Benefit/Commitment	Implementation	Estimated Contribution*
		The project shall comply with the requirements of Title ~~2~~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 ~~and~~ recreational amenities for various age groups, which shall include shaded areas for	Prior to Design Review Permit approval	N/A

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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

Attachment: Development Agreement [Revision 1] (2146 : RDCS/DA Depot Latala)

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 [Revision 1] (2146 : RDCS/DA Depot Latala)

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 [Revision 1] (2146 : RDCS/DA Depot Latala)

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 [Revision 1] (2146 : RDCS/DA Depot Latala)

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

Attachment: Development Agreement [Revision 1] (2146 : RDCS/DA Depot Latala)

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 matche 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 [Revision 1] (2146 : RDCS/DA Depot Latala)

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

Attachment: Development Agreement [Revision 1] (2146 : RDCS/DA Depot Latala)

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

Attachment: Development Agreement [Revision 1] (2146 : RDCS/DA Depot Latala)

	RDCS COMMITMENT SUMMARY/KEY	
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 3-B: Development of Affordable Units	
3-B	Affordable Units (26 points)	The project includes three units at 81% AMI (apartment-style condominiums) and two units at 110% AMI (town home condominiums)

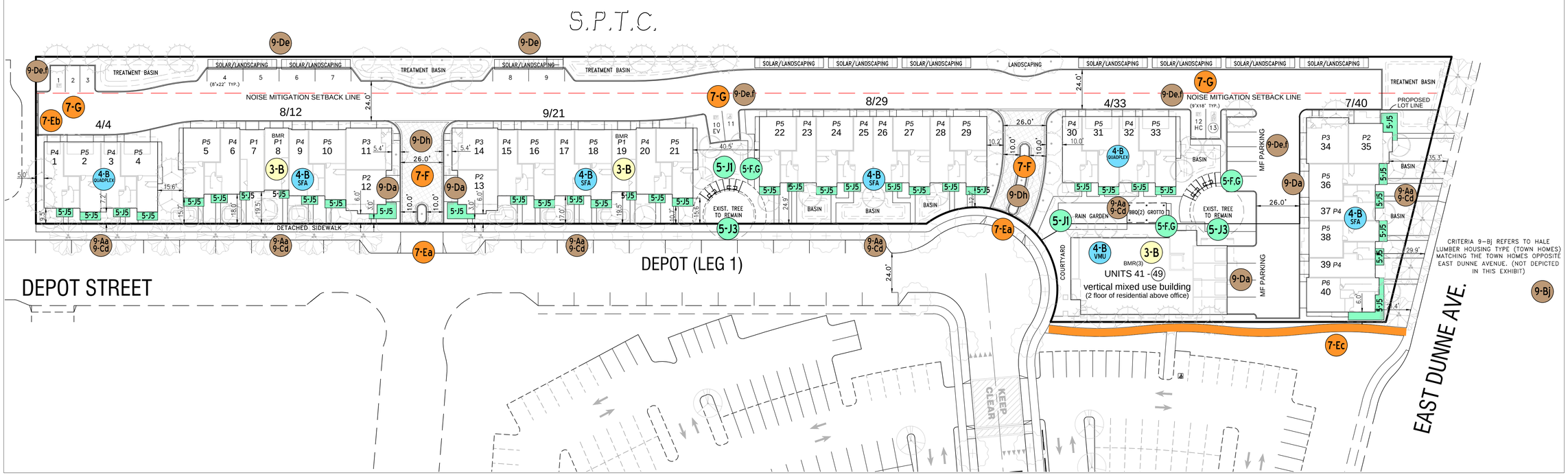
	RDCS COMMITMENT SUMMARY/KEY	
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 4-B: Housing Diversity	
4-B	Housing types (8 points)	The project consists of three housing types, as defined in this criteria: single-family attached, triplex/quadples and multi-family. Each housing type represents at least 10% of the project yield.

	RDCS COMMITMENT SUMMARY/KEY	
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 5-F: On-Site Recreational Amenities	
5-F	2 BBQ/picnic areas (2 Points)	(2) BBQs and picnic tables under shade trellis at courtyard northeast of mixed use building.
	Shade trellis (3) (6 Points)	(1) Arbor w/ benches around existing oak tree northeast of mixed use building, about the existing oak tree near parking spaces 10 & 11, and about the two BBQ/picnic areas.
	Criteria 5-G: Amenities for Age Groups	
5-G	Teens	(2) Arbors w/ benches for socializing located around existing oak trees.
	Adults	(1) Outdoor picnic/BBQ area under shade trellis at courtyard northeast of mixed use building.

	RDCS COMMITMENT SUMMARY/KEY	
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 5-J: Open Space Design	
5-J1	Visibility (2 Points)	The two open spaces are visible from the ground floor porches and from the upper level living areas.
	Adjacent Units (2 Points)	The project orients all buildings to either a public street frontage or a common open space. 12 units are immediately adjacent to the larger courtyard located northeast of the mixed use building. 2 units are located immediately adjacent to the smaller courtyard located south of guest parking stalls 10 & 11. With the exception of 3 units, all other units have entry walks that connect to the public sidewalk which the two courtyards are accessible by.
5-J3	Existing Trees (1 Point)	The project retains two existing oak trees, pursuant to the arborist recommendations and peer review recommendations, which will be focal points of the open spaces.
5-J5	Private Open Space (3 points)	All townhomes include private open space in the form of porches, patios or front yards. The MU-D and Downtown Specific Plan require zero commitment, so any ground-floor porches, patios or yard space is 100% above the requirement. (Areas are outside of setback requirements)

GENERAL NOTES

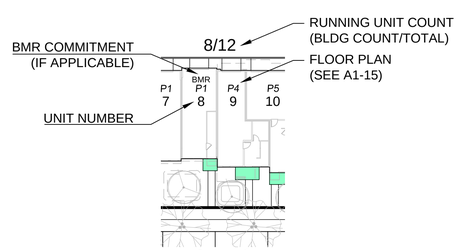
1. THIS EXHIBIT DOES NOT REPRESENT A COMPREHENSIVE DEPICTION OF ALL COMMITMENTS IN THE PROJECT NARRATIVE. SEE ARCHITECTURAL SHEETS FOR ADDITIONAL COLOR-CODED COMMITMENTS FOR GROUND LEVEL AND VERTICAL CRITERIA.
2. IN THE EVENT THERE IS A DISCREPANCY BETWEEN APPLICATION GRAPHICS AND COMMITMENTS WITHIN THE NARRATIVE, THE NARRATIVE SHALL GOVERN, PER IMPLEMENTATION POLICY C.



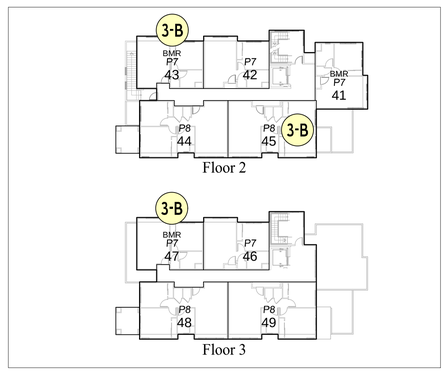
	RDCS COMMITMENT SUMMARY/KEY	
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 7-E: Connections to Adjacent Property	
7-Ea	Street Alignment (a.,1 Point)	The northerly entrance aligns with 5th Street; the southerly entrance aligns with the new Depot Street knuckle (Leg 1 and 2).
7-Eb	Stub Street for Future Dev. (b., 1 Point)	The northerly terminus of the private drive aisle stubs to the common property line between the project and CMH parking lot. This parking lot shares the same General Plan designation as the subject property, CBD, and could develop at some time in the future. In such a situation, the drive aisle connection will be available.
7-Ec	Off-site bicycle/ped connections (c., 1 point)	As part of the re-alignment of Depot Street and re-striping of the CCC parking lot, a publicly-accessible pedestrian path will be constructed to connect the Depot knuckle to Dunne Avenue
	Criteria 7-F: Internal Connections	
	Pedestrian Connectivity (c., 1 Point)	The project includes sidewalk connections from each unit to either a common open space or public sidewalk, which leads to common open spaces and public parks.
7-F	Traffic Management (d., 1 Point)	Project entrances include narrow lanes (10') with center medians; curb returns are kept to a minimum and guest parking areas are concentrated to the north or south of the project to minimize vehicle backout movements.
	Criteria 7-G: Electric Vehicle Charging Stations	
7-G	(4 Points)	Four electric vehicle (EV) charging stations are identified on site; spaces one, ten, 12 and 13.

	RDCS COMMITMENT SUMMARY/KEY	
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 9-A: Exterior Building Design	
9-Aa	Front Porches (a., 1 Point)	A minimum of 50% of the homes include porches that face Depot Street, East Dunne Avenue or common open space.
	Criteria 9-B: Building Placement and Massing	
9-B	Entrance Orientation (a., 2 Points)	Of the 48 total units, 36 face either Depot Street or Monterey Road. For the balance, four town home units face common open space and the eight condominium flats either face common open space or the CCC.
	Adjacent Building Types (j., 1 Point)	Unit types and massing for the southern most building reflects the existing development opposite East Dunne Avenue.
	Criteria 9-C: Site Improvements	
	LS Visual Relief (b., 1 Point)	Trees are located periodically between town home units to break up the building mass and to frame individual units from the street. The front yard trees, along with the proposed street trees, support a pedestrian-friendly environment by providing shade and an inviting walking environment.
9-Cd	Exterior Lighting (c. 1 Point)	Building-mounted lighting are architecturally integrated with the theme of the homes (see Architecture sheets for graphic representation and annotation)
	Entrance Pathways (d., 1 Point)	The 33 town home units which directly front either Depot Street or East Dunne Avenue have a direct pathway connection from the sidewalk to their entry porch. The 4 town home units and eight condominium flats have direct connection to an interior common open space.
	Public/Private Transition Elements (e., 1 point)	Public/private transitions include a change in floor elevation, as the entrances to each townhome include steps to the porches, then steps into the homes.
	Mechanical Equipment (f., 1 point)	Mechanical equipment will be screened from view with architecturally compatible structures. (see Architecture sheets for graphic representation and annotation)

	RDCS COMMITMENT SUMMARY/KEY	
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 9-D: Vehicle Parking and Access	
9-Da	Garage Door Orientation (a., 1 point)	Garage doors face the rear of the property with the exception of 12, which are screened from public space by architectural elements (wrapped porches, columns) or landscaping (trees, landscaped island, existing trees)
	Garage Door Design (b., 1 point)	See Architecture sheets for graphic representation and annotation.
9-De	Common Parking (e., 1 Point)	Parking bays are located toward the rear of the project and are screened from view by either buildings or landscaping.
9-Df	Screening (f., 1 Point)	Parking bays that *may* be visible from a public right of way are screened with existing trees, new landscaping, project amenities or a combination of all.
9-Dh	Pavement Design (h., 2 Points)	Enhanced pavement design is included at the project entrances and the majority of the parking bays.



Legend
1"=30'



Mixed Use Building
1"=30'

RUGGERI-JENSEN-AZAR
ENGINEERS ▪ PLANNERS ▪ SURVEYORS
8055 CAMINO ARROYO GILROY, CA 95020
PHONE: (408) 848-0300 FAX: (408) 848-0302

Lafalа HOMES INC.
1999 S. Bascom Avenue, Suite 700
Campbell, CA 95008
www.lafalahomes.com

RDCS COMPETITION (2018)
SITE DEVELOPMENT PLAN
HALE LUMBER MIXED USE PROJECT
MORGAN HILL, CALIFORNIA

SCALE	AS SHOWN
DATE	11-7-18

SHEET REVISIONS

DATE	MK	BY	CK
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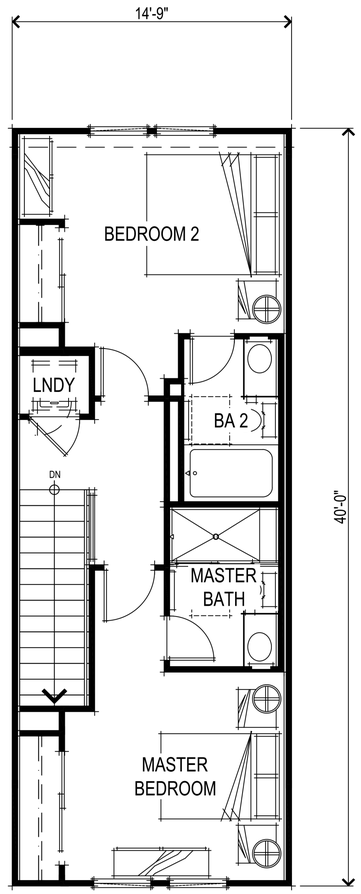
SHEET
MSP-02
OF 17 SHEETS

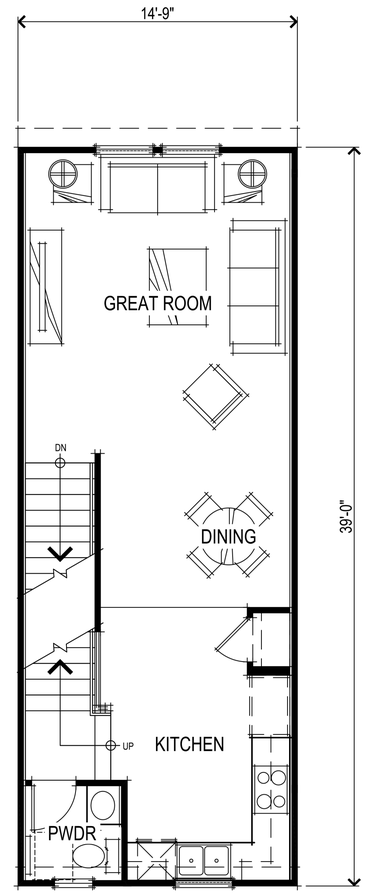
JOB NO.
162016-1001

W:\JOBS 16\162016\DRAWINGS\PRELIM\APPLICATIONS\RDCS (2018)\MS-02 SITE DEVELOPMENT PLAN.DWG

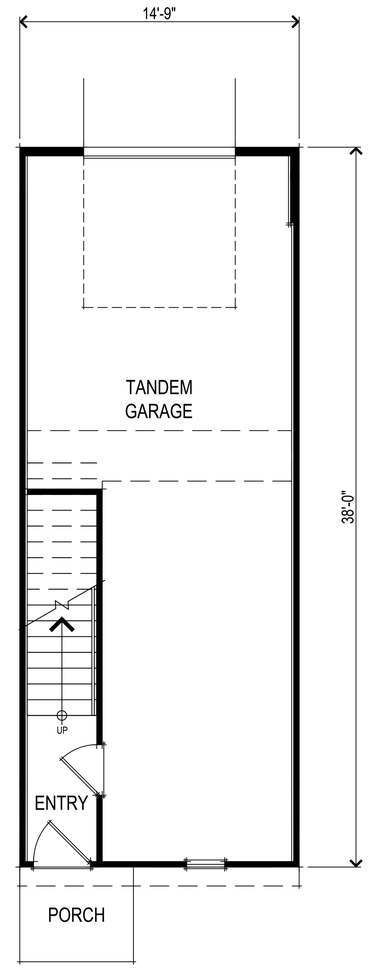
Attachment: Site Development Plan (2146 : RDCS/DA Depot Lafala)



THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

UNIT 1 SQUARE FOOTAGES	
FIRST FLOOR	87 SQ. FT.
SECOND FLOOR	575 SQ. FT.
THIRD FLOOR	544 SQ. FT.
TOTAL LIVING	1206 SQ. FT.
TANDEM GARAGE	474 SQ. FT.

0 1' 2' 3' 4' 8'

UNIT 1 FLOOR PLANS

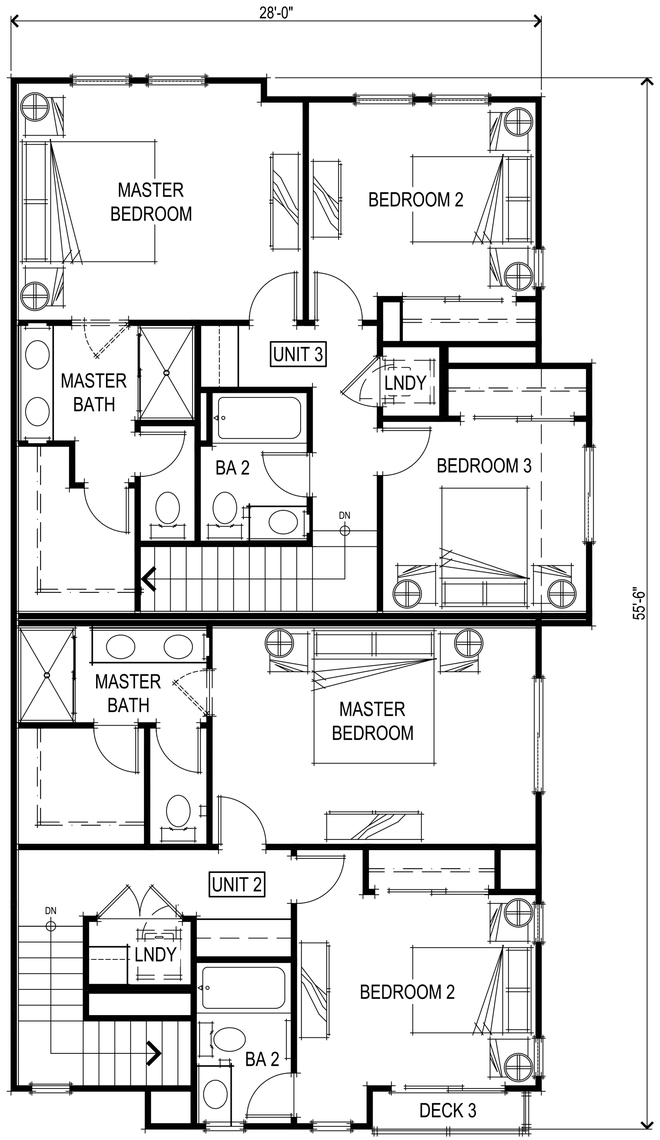
A1

HALE LUMBER
Morgan Hill, CA
January 3, 2019

The Latala Group
14632 Stonebridge Court, Morgan Hill, CA 95037
408.515.9205

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

Attachment: Architecture (2146 : RDCS/DA Depot Latala)



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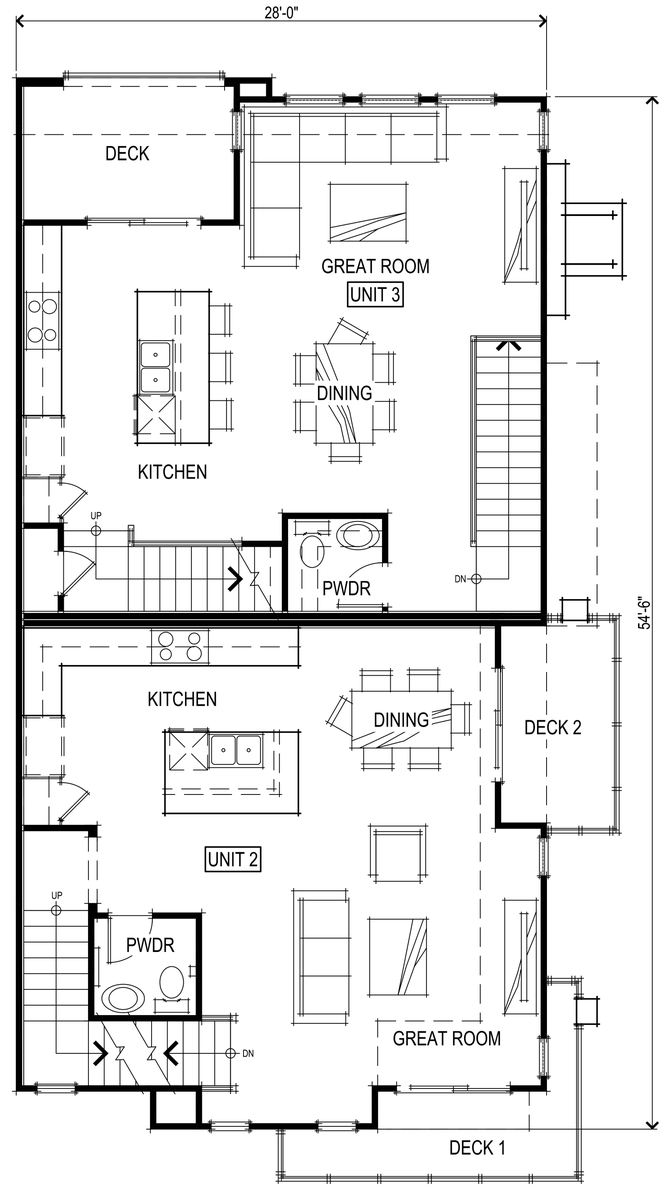
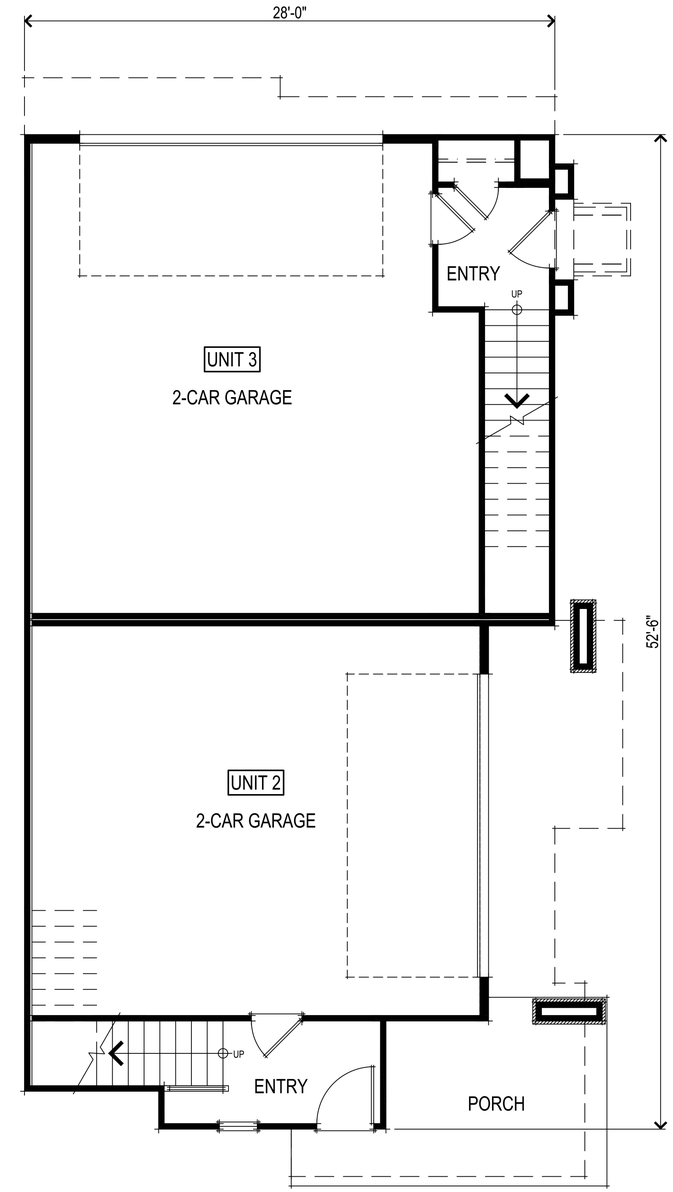


SECOND FLOOR PLAN



FIRST FLOOR PLAN

UNIT 2 SQUARE FOOTAGES	
FIRST FLOOR	100 SQ. FT.
SECOND FLOOR	689 SQ. FT.
THIRD FLOOR	679 SQ. FT.
TOTAL LIVING	1468 SQ. FT.
2-CAR GARAGE	513 SQ. FT.

UNIT 3 SQUARE FOOTAGES	
FIRST FLOOR	125 SQ. FT.
SECOND FLOOR	643 SQ. FT.
THIRD FLOOR	794 SQ. FT.
TOTAL LIVING	1562 SQ. FT.
2-CAR GARAGE	590 SQ. FT.

0 1' 2' 3' 4' 8'

UNIT 2 & 3 FLOOR PLANS

A2

HALE LUMBER
Morgan Hill, CA
January 3, 2019

The Latala Group
14632 Stonebridge Court, Morgan Hill, CA 95037
408.515.9205

SDG Architects, Inc.
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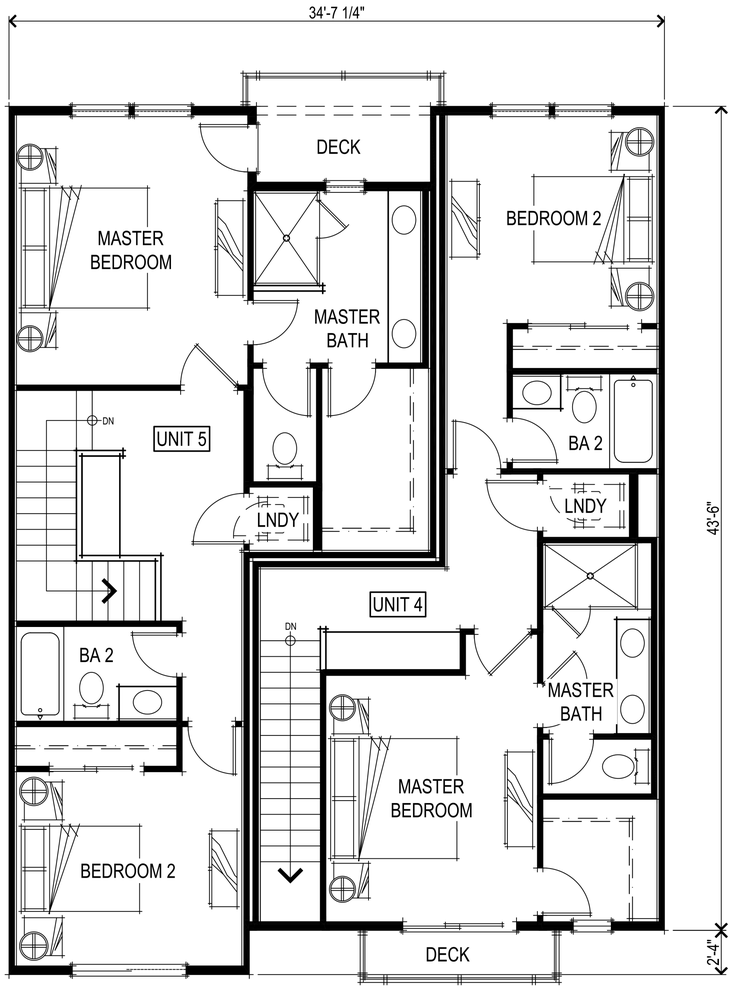

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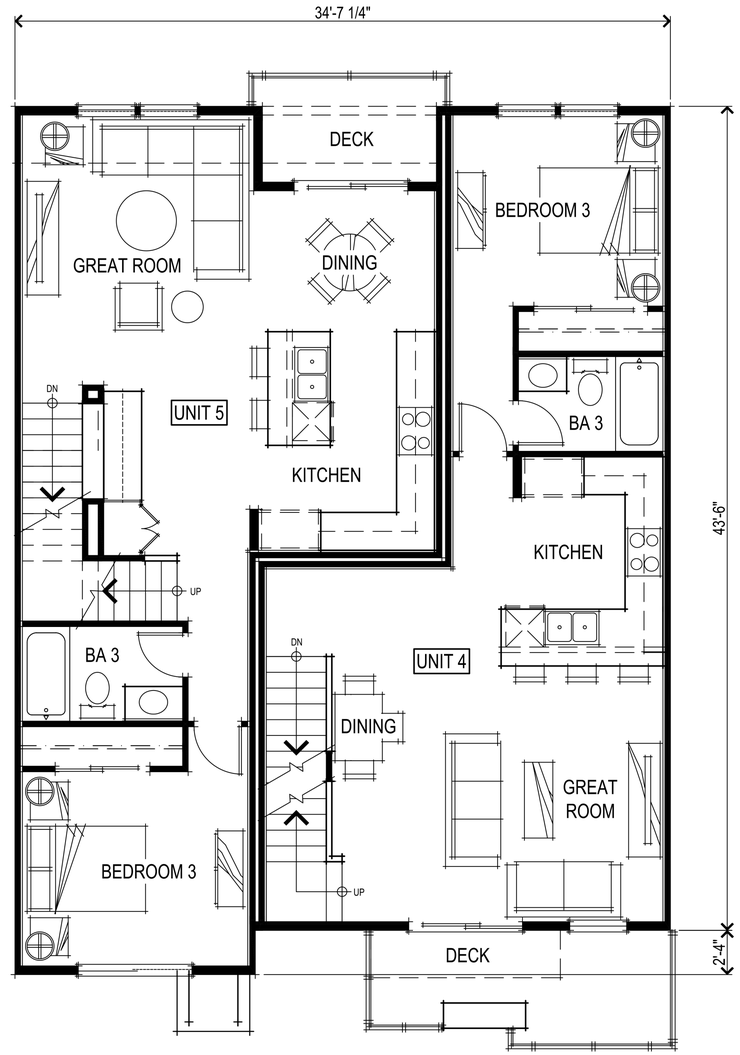
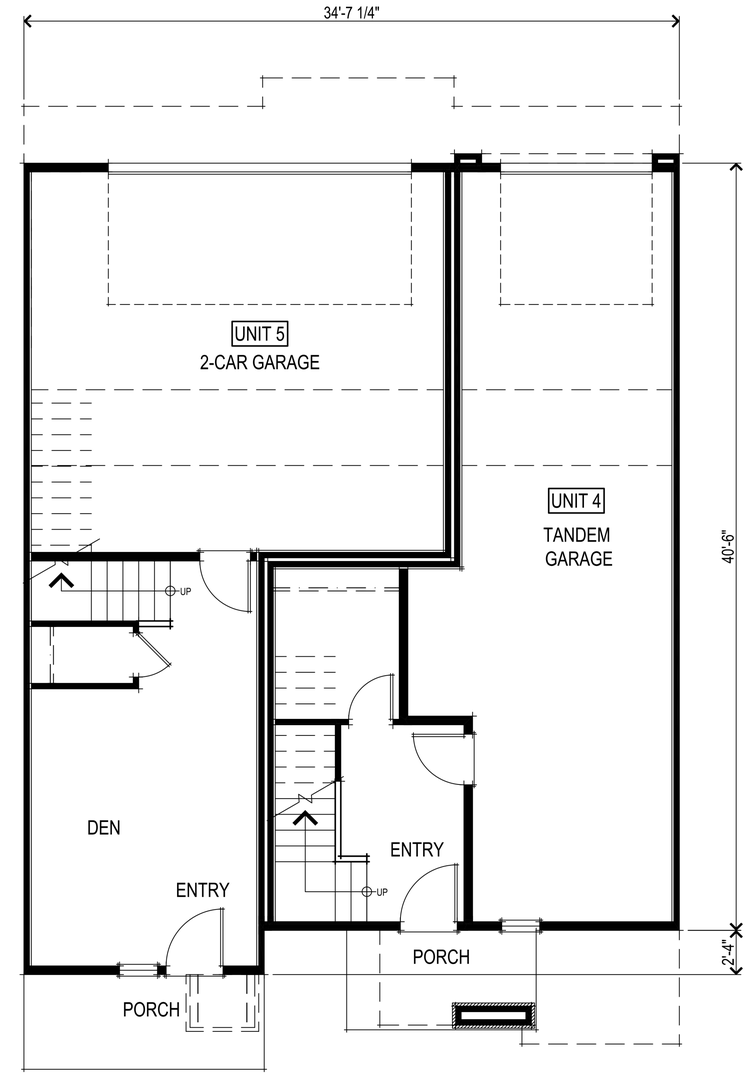


SECOND FLOOR PLAN



FIRST FLOOR PLAN

UNIT 4 SQUARE FOOTAGES	
FIRST FLOOR	183 SQ. FT.
SECOND FLOOR	709 SQ. FT.
THIRD FLOOR	670 SQ. FT.
TOTAL LIVING	1562 SQ. FT.
TANDEM GARAGE	490 SQ. FT.

UNIT 5 SQUARE FOOTAGES	
FIRST FLOOR	283 SQ. FT.
SECOND FLOOR	778 SQ. FT.
THIRD FLOOR	752 SQ. FT.
TOTAL LIVING	1813 SQ. FT.
2-CAR GARAGE	466 SQ. FT.

0 1' 2' 3' 4' 8'

UNIT 4 & 5 FLOOR PLANS

A3

HALE LUMBER
Morgan Hill, CA
January 3, 2019

The Latala Group
14632 Stonebridge Court, Morgan Hill, CA 95037
408.515.9205

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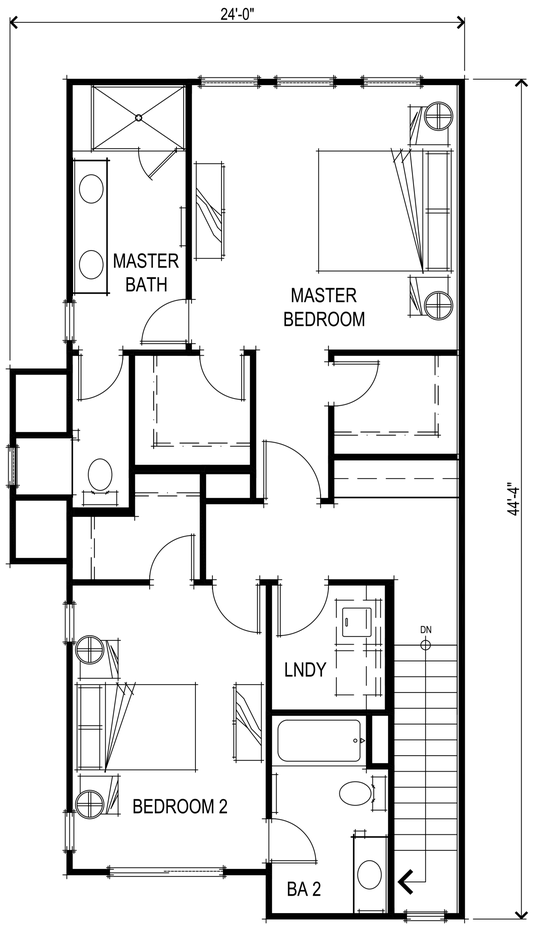

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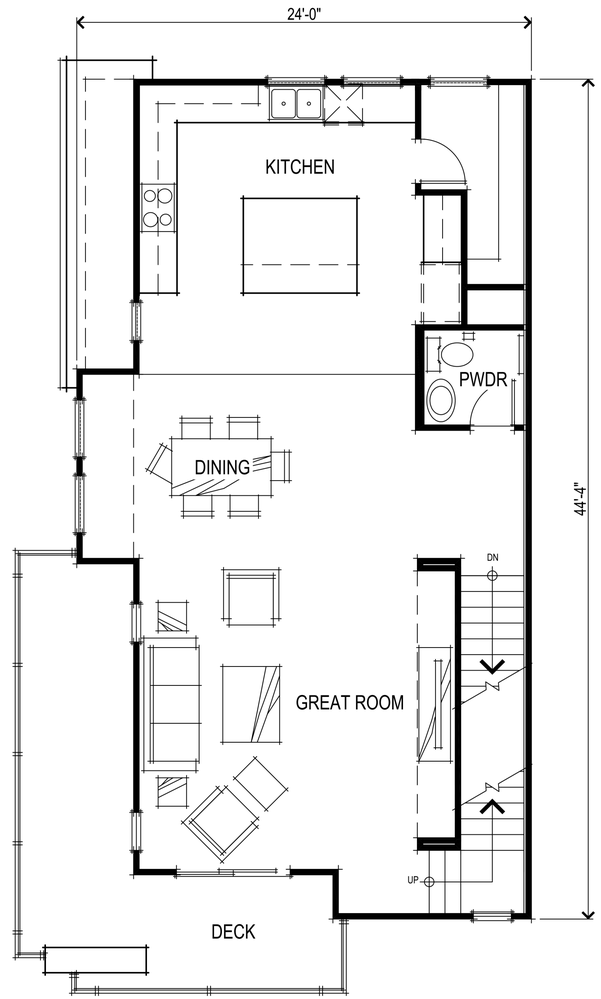
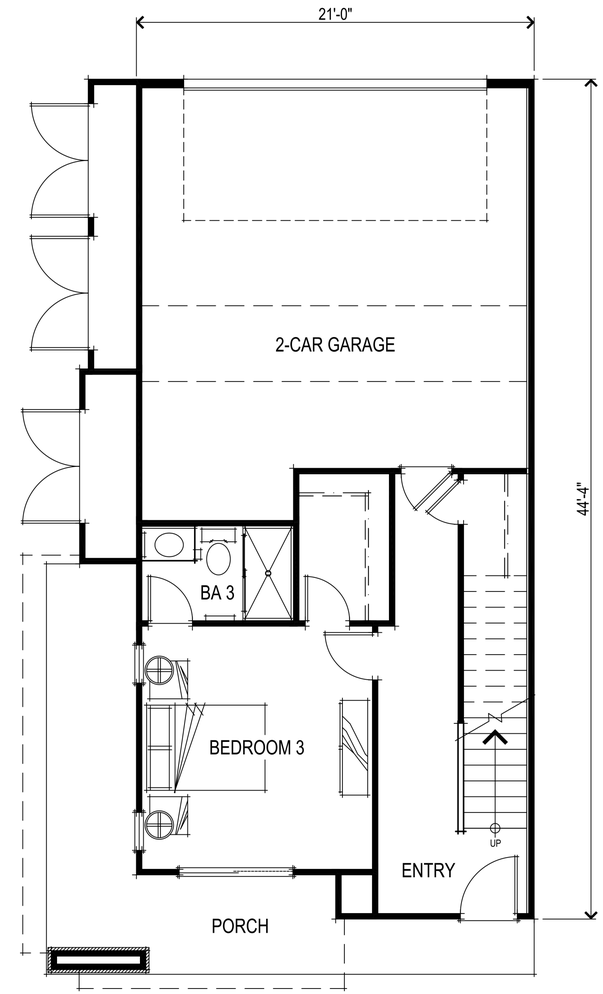


SECOND FLOOR PLAN



FIRST FLOOR PLAN

UNIT 6 SQUARE FOOTAGES	
FIRST FLOOR	448 SQ. FT.
SECOND FLOOR	937 SQ. FT.
THIRD FLOOR	853 SQ. FT.
TOTAL LIVING	2238 SQ. FT.
2-CAR GARAGE	454 SQ. FT.

0 1' 2' 3' 4' 8'

UNIT 6 FLOOR PLANS

A4

HALE LUMBER
Morgan Hill, CA
January 3, 2019

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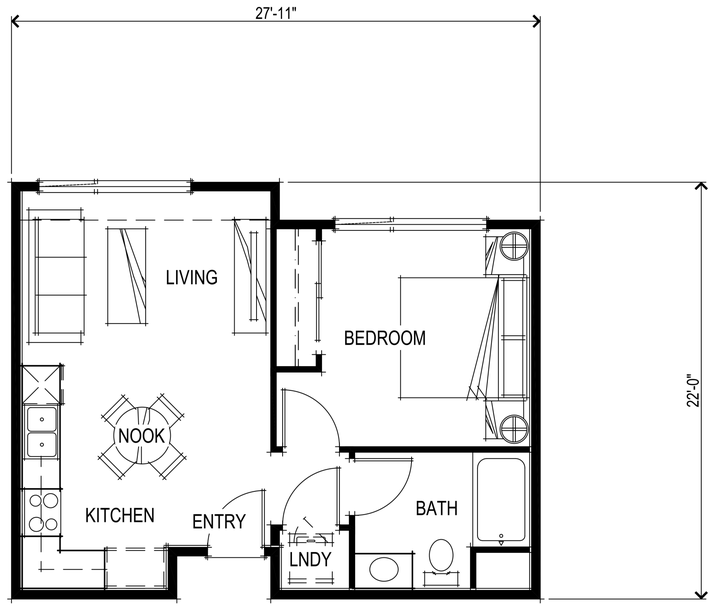
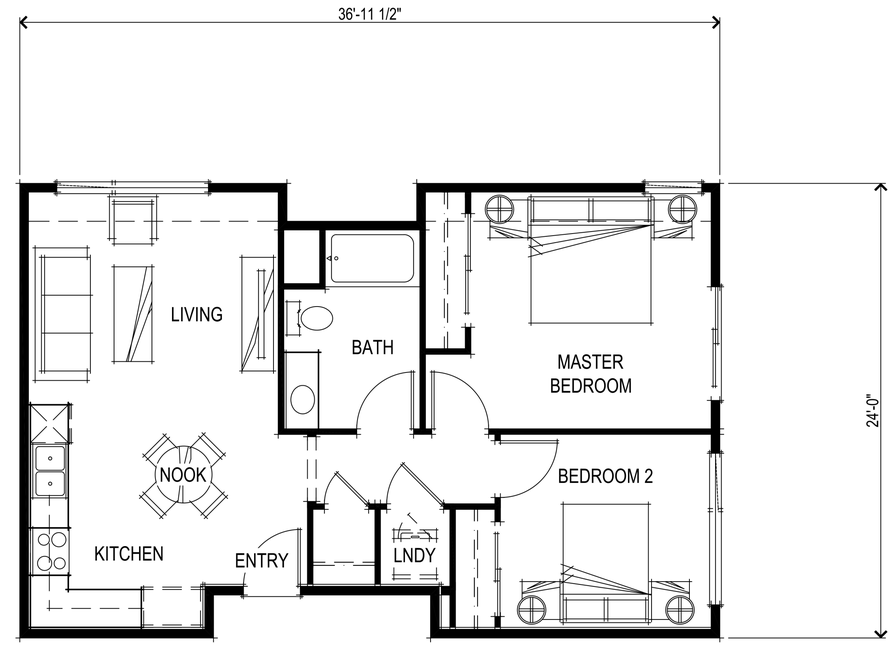
Attachment: Architecture (2146 : RDCS/DA Depot Latala)



UNIT 7 FLOOR PLAN



UNIT 8 FLOOR PLAN

UNIT 7 SQUARE FOOTAGES	
1 BEDROOM UNIT	575 SQ. FT.
TOTAL LIVING	575 SQ. FT.

UNIT 8 SQUARE FOOTAGES	
2 BEDROOM UNIT	845 SQ. FT.
TOTAL LIVING	845 SQ. FT.

0 1' 2' 3' 4' 8'

HALE LUMBER
Morgan Hill, CA
January 3, 2019

UNIT 7 & 8 FLOOR PLANS
A5

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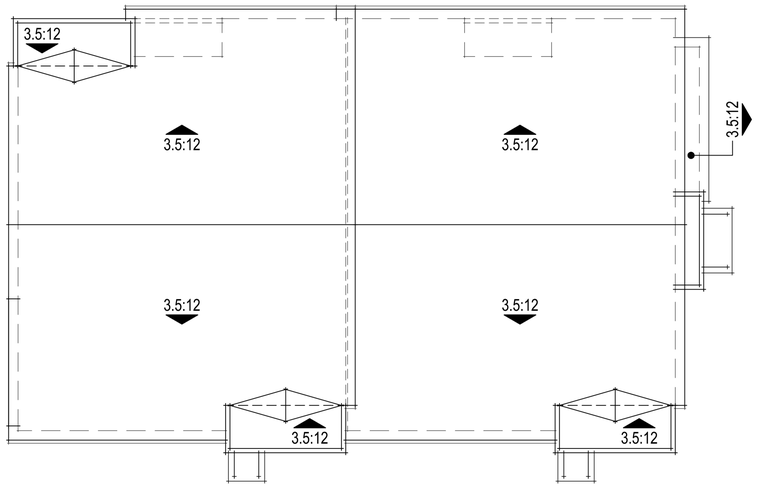
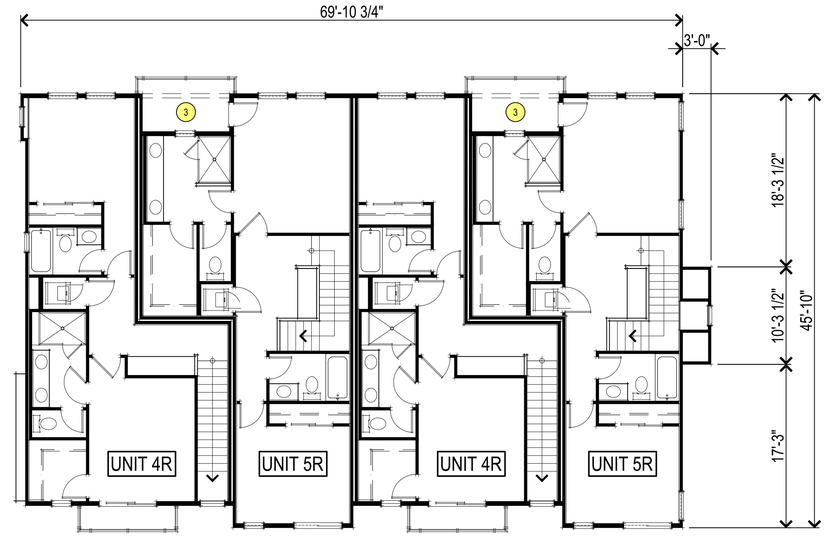
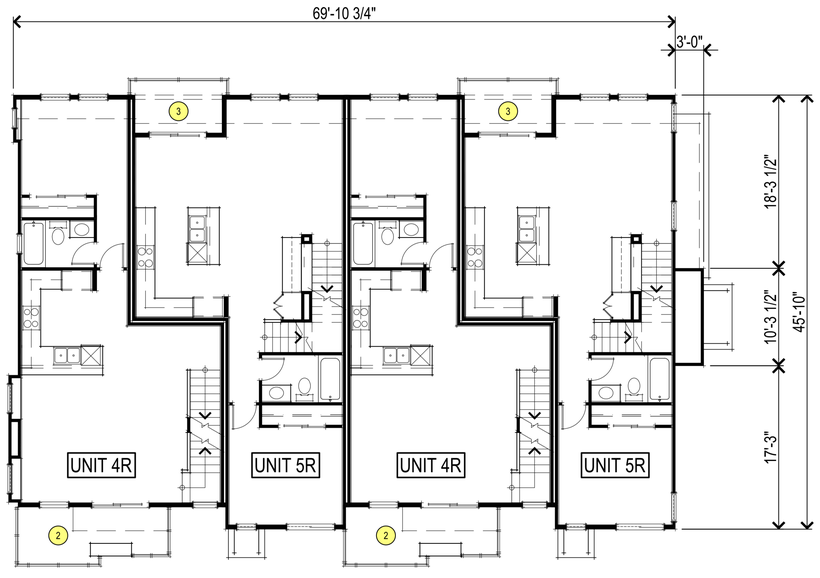


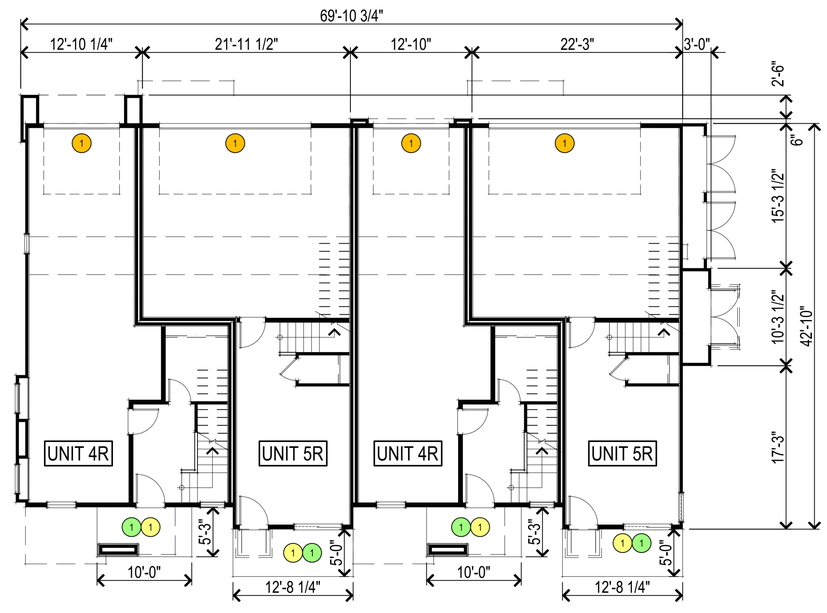
ROOF PLAN



THIRD FLOOR PLAN



SECOND FLOOR PLAN



FIRST FLOOR PLAN

RDCS NARRATIVE LEGEND

9-A EXTERIOR BUILDING DESIGN

1	1a	FIRST FLOOR UNITS WITH A MINIMUM OF 6'x5' EXTERIOR FRONT PORCHES ARE PROVIDED
2	1b	UPPER FLOOR UNITS WITH A BALCONY FACING A STREET OR COMMON COURTYARD ARE PROVIDED
3	1c	UPPER FLOOR UNITS WITH A BALCONY FACING AN ALLEY, PARKING AREA, OR DRIVE AISLE ARE PROVIDED
4	1d	FRONT BUILDING FACADES ARE BROKEN UP WITH RECESSED DECKS, PORCHES, ARCHITECTURAL PROJECTIONS AND BRICK VENEER
5	1e	PROJECT FEATURES FULL AND CONSISTENT ARTICULATION AND DESIGN DETAIL ON ALL BUILDING FACADES
6	1f	PROJECT FEATURES WRAPPED PORCHES AND SIDE ENTRIES TO CREATE WELCOMING AND VISUAL INTEREST ALONG STREETSCAPE
7	1h	BUILDING FEATURES SUCH AS PORCHES, PLANE BREAKS AND EAVE LINE BREAKS ARCHITECTURALLY SUBDIVIDE THE UNITS
8	1i	BUILDING FEATURES SUCH AS PORCHES AND PLANE BREAKS BRING DOWN THE SCALE TO A RESIDENTIAL LEVEL AND BREAK UP THE BUILDING MASS

9-B BUILDING PLACEMENT AND MASSING

1	2a	THE PRIMARY ENTRANCE OF HOMES FACE STREETS ALONG THE PROJECT PERIMETER
2	2c	VARIATION IN BUILDING HEIGHT IS ACHIEVED WITH VARYING PARAPET AND EAVE LINE HEIGHT
3	2e	VARIATION IN ROOF LINE IS ACHIEVED WITH VARYING PARAPET AND EAVE LINE HEIGHT

9-C SITE IMPROVEMENTS

1	3c	EXTERIOR BUILDING LIGHTING IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLE

9-D VEHICLE PARKING AND ACCESS

1	2a	GARAGE DOORS ARE LOCATED ON THE SIDES AND REAR OF THE BUILDING. THEY DO NOT FACE THE MAIN STREET
2	2c	GARAGE DOOR STYLE IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLING

0 2' 4' 6' 8' 16'

HALE LUMBER
Morgan Hill, CA
January 3, 2019

QUADPLEX FLOOR & ROOF PLANS
A6

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Attachment: Architecture (2146 : RDCS/DA Depot Latala)

5 7 8 REAR ELEVATION

5 RIGHT ELEVATION

RDCS NARRATIVE LEGEND

9-A EXTERIOR BUILDING DESIGN

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6 1f PROJECT FEATURES WRAPPED PORCHES AND SIDE ENTRIES TO CREATE WELCOMING AND VISUAL INTEREST ALONG STREETSCAPE

7 1h BUILDING FEATURES SUCH AS PORCHES, PLANE BREAKS AND EAVE LINE BREAKS ARCHITECTURALLY SUBDIVIDE THE UNITS

8 1i BUILDING FEATURES SUCH AS PORCHES AND PLANE BREAKS BRING DOWN THE SCALE TO A RESIDENTIAL LEVEL AND BREAK UP THE BUILDING MASS

9-B BUILDING PLACEMENT AND MASSING

1 2a THE PRIMARY ENTRANCE OF HOMES FACE STREETS ALONG THE PROJECT PERIMETER

2 2c VARIATION IN BUILDING HEIGHT IS ACHIEVED WITH VARYING PARAPET AND EAVE LINE HEIGHT

3 2e VARIATION IN ROOF LINE IS ACHIEVED WITH VARYING PARAPET AND EAVE LINE HEIGHT

9-C SITE IMPROVEMENTS

1 3c EXTERIOR BUILDING LIGHTING IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLE

9-D VEHICLE PARKING AND ACCESS

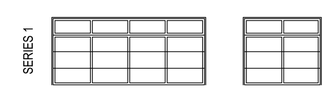
1 2a GARAGE DOORS ARE LOCATED ON THE SIDES AND REAR OF THE BUILDING. THEY DO NOT FACE THE MAIN STREET

2 2c GARAGE DOOR STYLE IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLING

5 LEFT ELEVATION

4 5 7 8 FRONT ELEVATION

1 EXTERIOR LIGHT FIXTURE



CLOPAY
GRAND HARBOR COLLECTION

2 GARAGE DOOR DESIGN

0 2' 4' 6' 8' 16'

QUADPLEX EXTERIOR ELEVATIONS

A7

HALE LUMBER
Morgan Hill, CA
January 3, 2019

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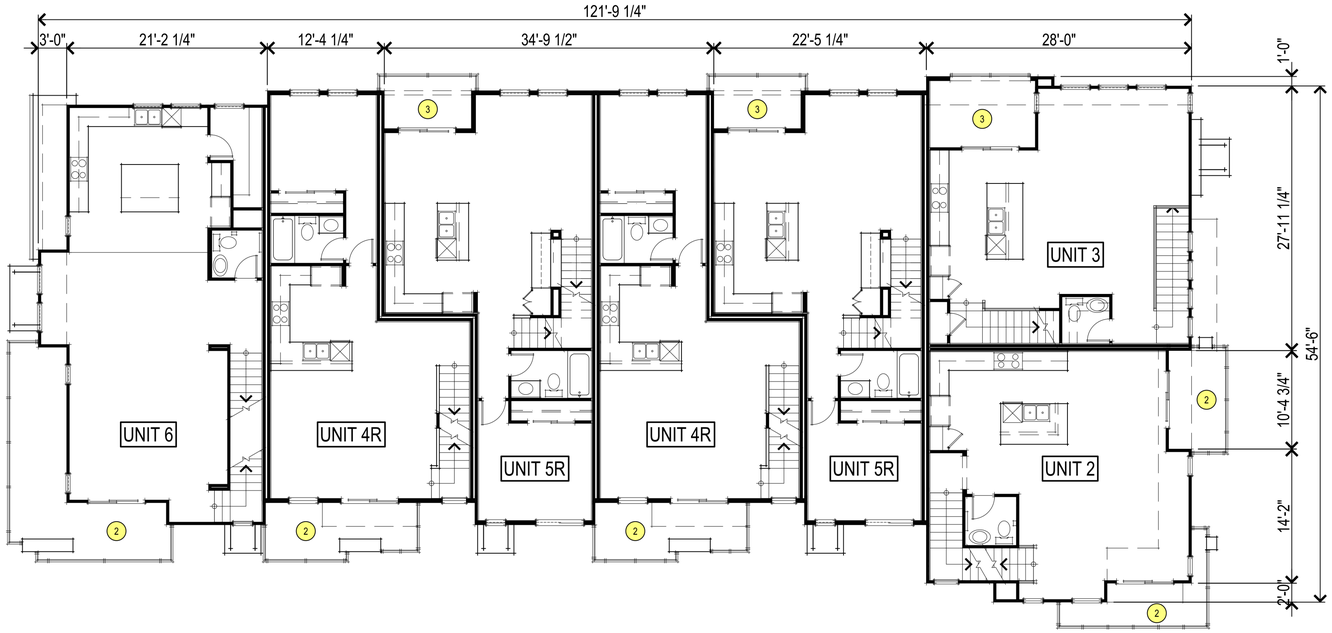
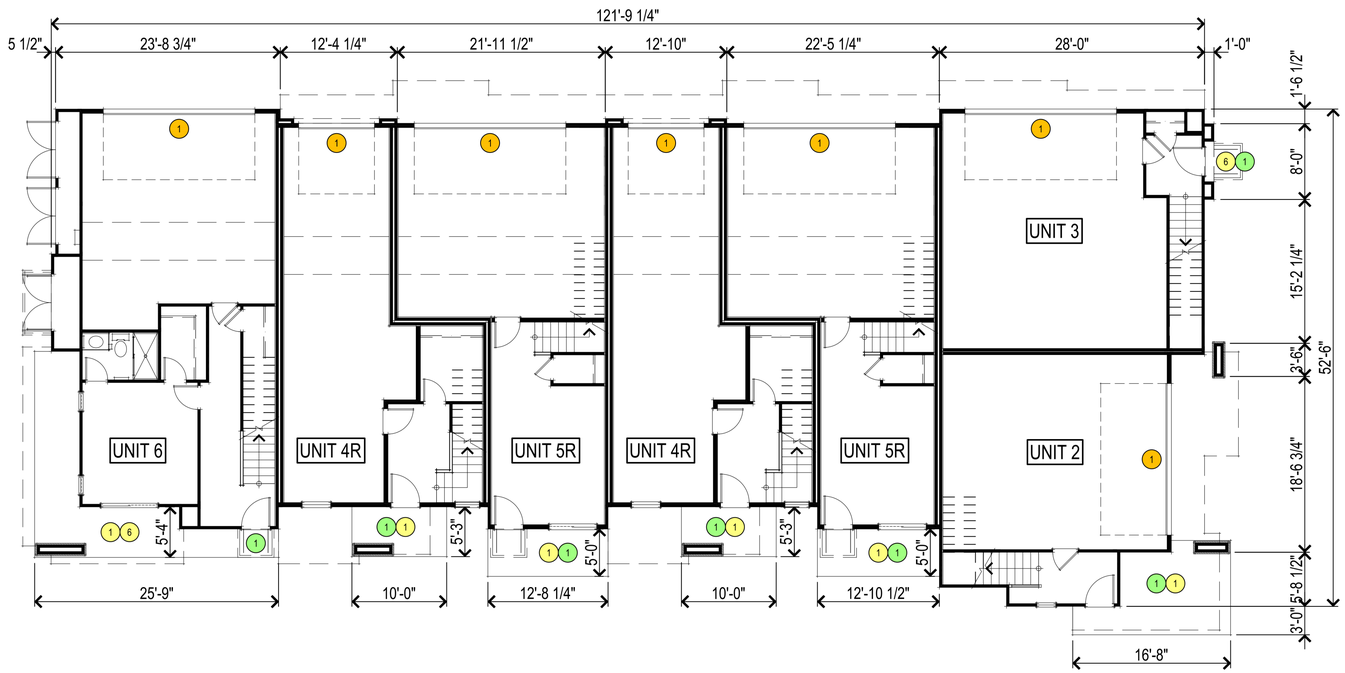


SECOND FLOOR PLAN



FIRST FLOOR PLAN

RDCS NARRATIVE LEGEND

9-A EXTERIOR BUILDING DESIGN

1. 1a — FIRST FLOOR UNITS WITH A MINIMUM OF 6'x5' EXTERIOR FRONT PORCHES ARE PROVIDED
2. 1b — UPPER FLOOR UNITS WITH A BALCONY FACING A STREET OR COMMON COURTYARD ARE PROVIDED
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5. 1e — PROJECT FEATURES FULL AND CONSISTENT ARTICULATION AND DESIGN DETAIL ON ALL BUILDING FACADES
6. 1f — PROJECT FEATURES WRAPPED PORCHES AND SIDE ENTRIES TO CREATE WELCOMING AND VISUAL INTEREST ALONG STREETSCAPE
7. 1h — BUILDING FEATURES SUCH AS PORCHES, PLANE BREAKS AND EAVE LINE BREAKS ARCHITECTURALLY SUBDIVIDE THE UNITS
8. 1i — BUILDING FEATURES SUCH AS PORCHES AND PLANE BREAKS BRING DOWN THE SCALE TO A RESIDENTIAL LEVEL AND BREAK UP THE BUILDING MASS

9-B BUILDING PLACEMENT AND MASSING

1. 2a — THE PRIMARY ENTRANCE OF HOMES FACE STREETS ALONG THE PROJECT PERIMETER
2. 2c — VARIATION IN BUILDING HEIGHT IS ACHIEVED WITH VARYING PARAPET AND EAVE LINE HEIGHT
3. 2e — VARIATION IN ROOF LINE IS ACHIEVED WITH VARYING PARAPET AND EAVE LINE HEIGHT

9-C SITE IMPROVEMENTS

1. 3c — EXTERIOR BUILDING LIGHTING IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLE

9-D VEHICLE PARKING AND ACCESS

1. 2a — GARAGE DOORS ARE LOCATED ON THE SIDES AND REAR OF THE BUILDING. THEY DO NOT FACE THE MAIN STREET
2. 2c — GARAGE DOOR STYLE IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLING

0 2' 4' 6' 8' 16'

HALE LUMBER
Morgan Hill, CA
January 3, 2019

SINGLE FAMILY ATTACHED BUILDING FIRST AND SECOND FLOOR PLANS
A8

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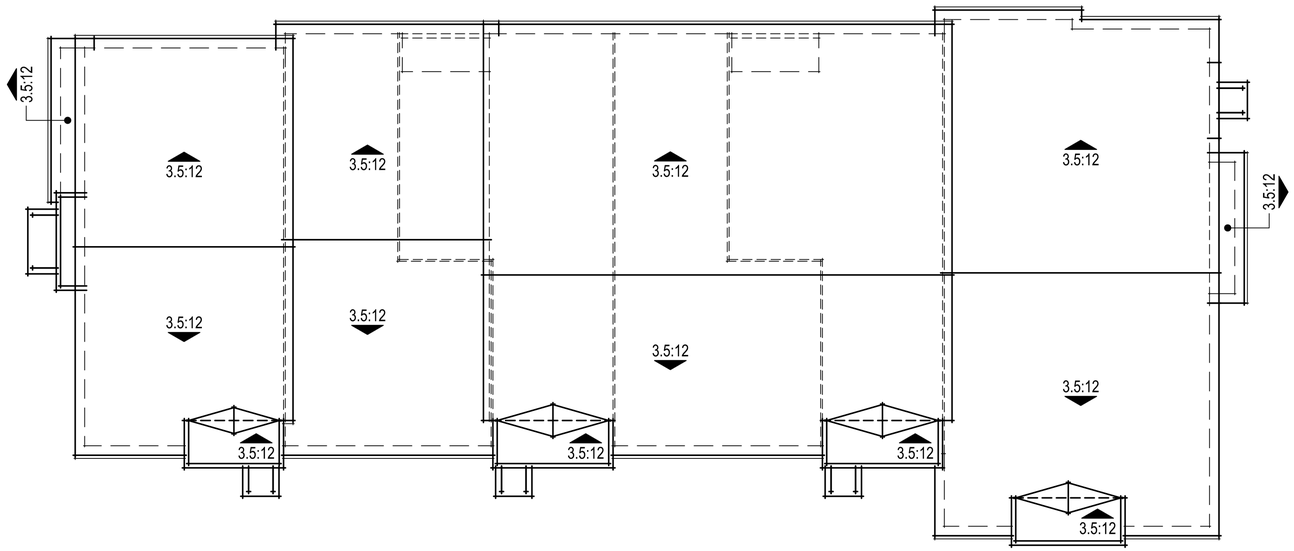
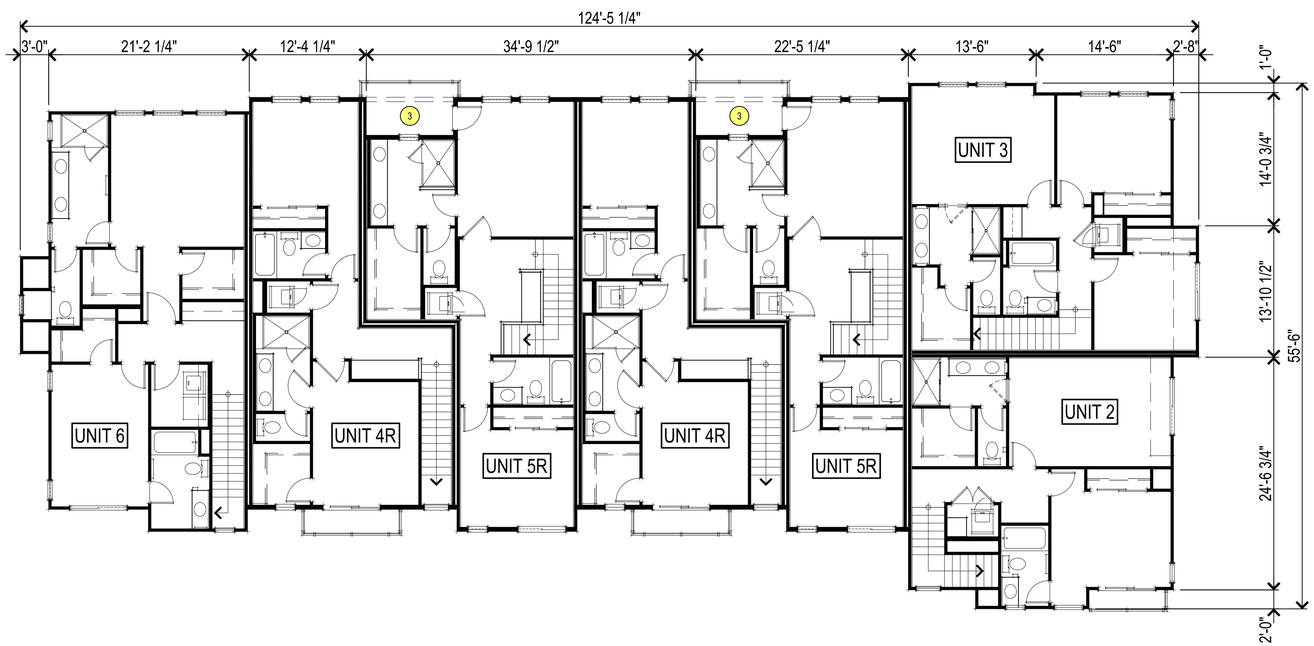


ROOF PLAN



THIRD FLOOR PLAN

0 2' 4' 6' 8' 16'

RDCS NARRATIVE LEGEND

9-A EXTERIOR BUILDING DESIGN

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8 1i BUILDING FEATURES SUCH AS PORCHES AND PLANE BREAKS BRING DOWN THE SCALE TO A RESIDENTIAL LEVEL AND BREAK UP THE BUILDING MASS

9-B BUILDING PLACEMENT AND MASSING

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2 2c VARIATION IN BUILDING HEIGHT IS ACHIEVED WITH VARYING PARAPET AND EAVE LINE HEIGHT

3 2e VARIATION IN ROOF LINE IS ACHIEVED WITH VARYING PARAPET AND EAVE LINE HEIGHT

9-C SITE IMPROVEMENTS

1 3c EXTERIOR BUILDING LIGHTING IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLE

9-D VEHICLE PARKING AND ACCESS

1 2a GARAGE DOORS ARE LOCATED ON THE SIDES AND REAR OF THE BUILDING. THEY DO NOT FACE THE MAIN STREET

2 2c GARAGE DOOR STYLE IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLING

Attachment: Architecture (2146 : RDCS/DA Depot Latala)

HALE LUMBER
Morgan Hill, CA
January 3, 2019

SINGLE FAMILY ATTACHED BUILDING THIRD FLOOR & ROOF PLANS
A9

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5 7 8 REAR ELEVATION

5 RIGHT ELEVATION

RDCS NARRATIVE LEGEND

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9-C SITE IMPROVEMENTS

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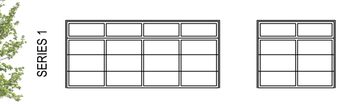
5 LEFT ELEVATION

4 5 7 8 FRONT ELEVATION

1 EXTERIOR LIGHT FIXTURE



CLOPAY
GRAND HARBOR COLLECTION

2 GARAGE DOOR DESIGN

0 2' 4' 6' 8' 16'

HALE LUMBER
Morgan Hill, CA
January 3, 2019

SINGLE FAMILY ATTACHED BUILDING EXTERIOR ELEVATIONS
A10

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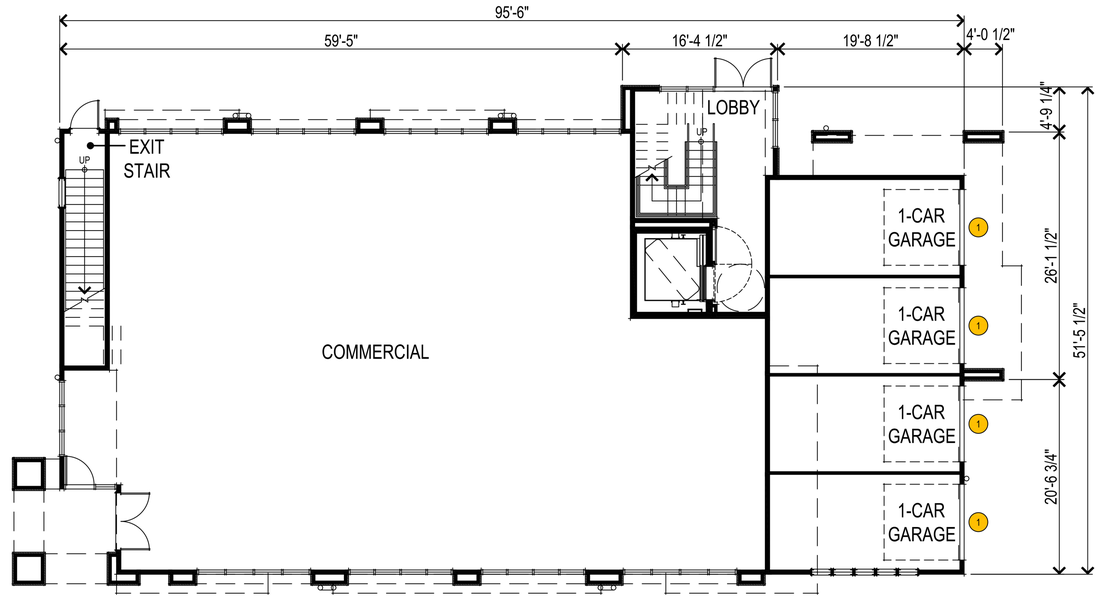
SECOND FLOOR PLAN



FIRST FLOOR PLAN

RDCS NARRATIVE LEGEND

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9-B BUILDING PLACEMENT AND MASSING

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9-D VEHICLE PARKING AND ACCESS

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2	2c	GARAGE DOOR STYLE IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLING

SQUARE FOOTAGES

COMMERCIAL	3076 SQ. FT.
LOBBY	340 SQ. FT.

0 2' 4' 6' 8' 16'

HALE LUMBER
Morgan Hill, CA
January 3, 2019

MIXED USE BUILDING FIRST & SECOND FLOOR PLAN
A11

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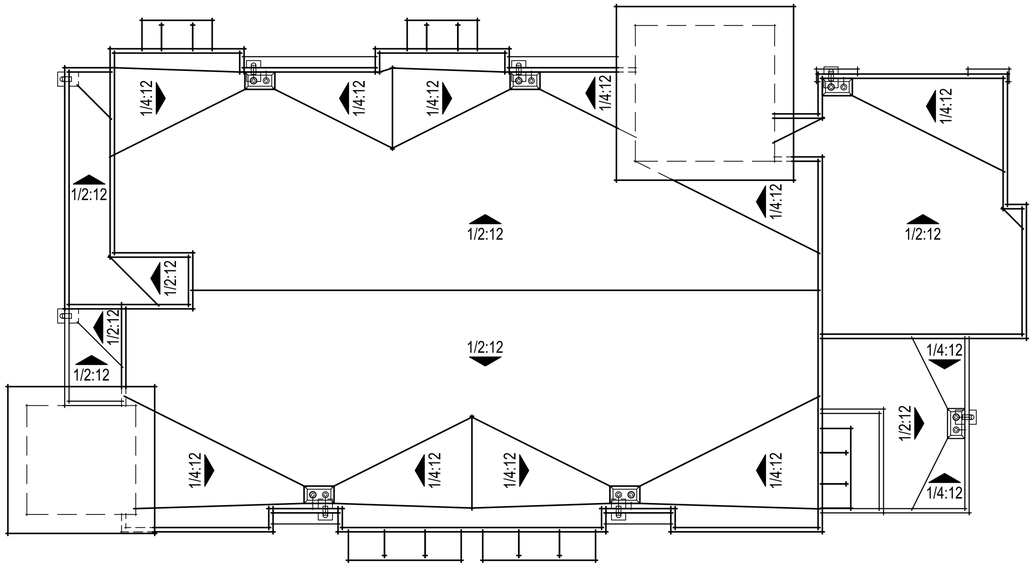
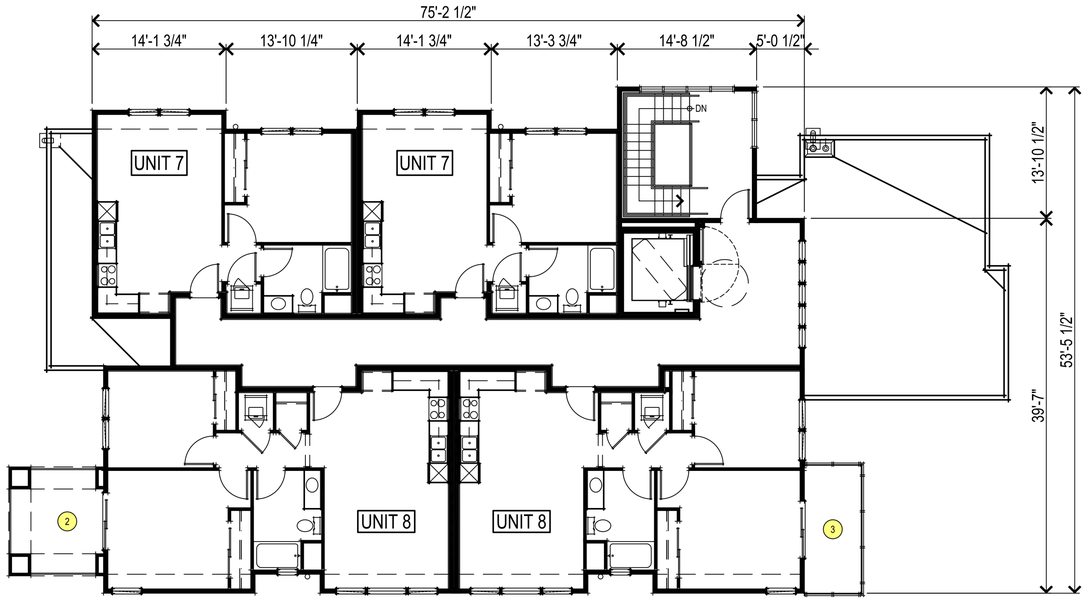


ROOF PLAN



THIRD FLOOR PLAN

RDCS NARRATIVE LEGEND

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9-B BUILDING PLACEMENT AND MASSING

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9-C SITE IMPROVEMENTS

1 3c EXTERIOR BUILDING LIGHTING IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLE

9-D VEHICLE PARKING AND ACCESS

1 2a GARAGE DOORS ARE LOCATED ON THE SIDES AND REAR OF THE BUILDING. THEY DO NOT FACE THE MAIN STREET

2 2c GARAGE DOOR STYLE IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLING

0 2' 4' 6' 8' 16'

HALE LUMBER
Morgan Hill, CA
January 3, 2019

MIXED USE BUILDING THIRD FLOOR & ROOF PLAN
A12

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5 REAR ELEVATION

5 RIGHT ELEVATION

RDCS NARRATIVE LEGEND

9-A EXTERIOR BUILDING DESIGN

- 1 1a — FIRST FLOOR UNITS WITH A MINIMUM OF 6'x5' EXTERIOR FRONT PORCHES ARE PROVIDED
- 2 1b — UPPER FLOOR UNITS WITH A BALCONY FACING A STREET OR COMMON COURTYARD ARE PROVIDED
- 3 1c — UPPER FLOOR UNITS WITH A BALCONY FACING AN ALLEY, PARKING AREA, OR DRIVE AISLE ARE PROVIDED
- 4 1d — FRONT BUILDING FACADES ARE BROKEN UP WITH RECESSED DECKS, PORCHES, ARCHITECTURAL PROJECTIONS AND BRICK VENEER
- 5 1e — PROJECT FEATURES FULL AND CONSISTENT ARTICULATION AND DESIGN DETAIL ON ALL BUILDING FACADES
- 6 1f — PROJECT FEATURES WRAPPED PORCHES AND SIDE ENTRIES TO CREATE WELCOMING AND VISUAL INTEREST ALONG STREETSCAPE
- 7 1h — BUILDING FEATURES SUCH AS PORCHES, PLANE BREAKS AND EAVE LINE BREAKS ARCHITECTURALLY SUBDIVIDE THE UNITS
- 8 1i — BUILDING FEATURES SUCH AS PORCHES AND PLANE BREAKS BRING DOWN THE SCALE TO A RESIDENTIAL LEVEL AND BREAK UP THE BUILDING MASS

9-B BUILDING PLACEMENT AND MASSING

- 1 2a — THE PRIMARY ENTRANCE OF HOMES FACE STREETS ALONG THE PROJECT PERIMETER
- 2 2c — VARIATION IN BUILDING HEIGHT IS ACHIEVED WITH VARYING PARAPET AND EAVE LINE HEIGHT
- 3 2e — VARIATION IN ROOF LINE IS ACHIEVED WITH VARYING PARAPET AND EAVE LINE HEIGHT

9-C SITE IMPROVEMENTS

- 1 3c — EXTERIOR BUILDING LIGHTING IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLE

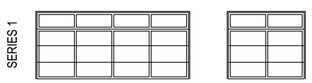
9-D VEHICLE PARKING AND ACCESS

- 1 2a — GARAGE DOORS ARE LOCATED ON THE SIDES AND REAR OF THE BUILDING. THEY DO NOT FACE THE MAIN STREET
- 2 2c — GARAGE DOOR STYLE IS CONSISTENT WITH THE MODERN ARCHITECTURE STYLING

5 LEFT ELEVATION

4 5 FRONT ELEVATION

1 EXTERIOR LIGHT FIXTURE



CLOPAY
GRAND HARBOR COLLECTION

2 GARAGE DOOR DESIGN

0 2' 4' 6' 8' 16'

HALE LUMBER
Morgan Hill, CA
January 3, 2019

MIXED USE BUILDING EXTERIOR ELEVATIONS
A13

The Latala Group
14632 Stonebridge Court, Morgan Hill, CA 95037
408.515.9205

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Brentwood, CA 94513
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Attachment: Architecture (2146 : RDCS/DA Depot Latala)

2019 RDCS APPLICATION
HALE LUMBER
MORGAN HILL, SANTA CLARA COUNTY, CALIFORNIA

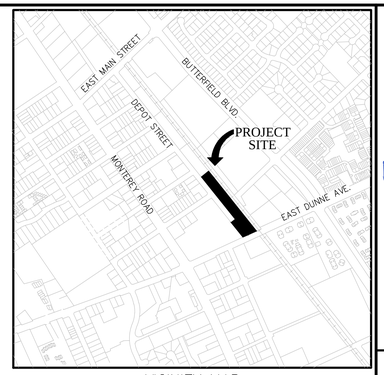
TYPICAL TOWNHOME ELEVATION

MIXED-USE BUILDING ELEVATION

PROJECT SUMMARY

- THE PROPOSED PROJECT CONSISTS OF THE DEVELOPMENT OF 40 TOWN HOMES (THREE STORIES), 9 CONDOMINIUMS OVER COMMERCIAL OFFICE. PRIVATE OPEN SPACE AND CIRCULATION.
- PUBLIC IMPROVEMENTS INCLUDE THE RE-ALIGNMENT OF DEPOT STREET TO INTERSECT WITH CHURCH STREET; ALL UNDERGROUND AND SURFACE IMPROVEMENTS THEREIN.
- IMPROVEMENTS TO THE COMMUNITY CENTER PARKING LOT INCLUDE:
  1. RE-STRIPING TO ACCOMMODATE ANGLED AND COMPACT PARKING
  2. REPLACEMENT OF LANDSCAPE ISLANDS

ADDRESS	17020 DEPOT STREET (726-13-049) + A PORTION OF DEPOT STREET
GP DESIGNATION	MIXED USE
ZONING DISTRICT	MU-D, CENTRAL BUSINESS DISTRICT (CBD)
AREA (EXIST)	2.00 AC
R/W DEDICATION	0.01 AC
R/W VACATION	0.29 AC
AREA (NET)	2.28 AC
PROPOSED DENSITY	49 DWELLINGS/2.28 AC = 21.5 DU/AC
PROPOSED PARKING	84 COVERED 15 GUEST 9 APRON/STALL (MFU) 108 TOTAL SPACES



VICINITY MAP

CONTACT INFORMATION

APPLICANT:
LATALA HOMES, INC.
1999 SOUTH BASCOM AVENUE, SUITE 700
CAMPBELL, CA 95008
CONTACT: PAUL LATALA
(408) 515-9205, PAUL@LATALAHOMES.COM

CIVIL ENGINEER, PLANNER & LANDSCAPE ARCH.:
8055 CAMINO ARROYO
GILROY, CA 95020
ENGINEER: JIM SCHUL (JSCHUL@RJA-GPS.COM)
PLANNER: JOHN MONIZ (JMONIZ@RJA-GPS.COM)
(408) 848-0300

SHEET INDEX

MSP-01	SITE UTILIZATION MAP
MSP-02	SITE DEVELOPMENT PLAN
MSP-03	PRELIMINARY GRADING PLAN
MSP-04	PRELIMINARY LANDSCAPE PLAN
A1-A13	ARCHITECTURAL FOOTPRINTS & ELEVATIONS

RUGGERI-JENSEN-AZAR
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www.latalahomes.com

RDCS (2019)
SITE UTILIZATION MAP
HALE LUMBER MIXED USE PROJECT
MORGAN HILL, CALIFORNIA

SCALE	DATE
AS SHOWN	JAN 3, 2019

DATE	MK	SHEET REVISIONS	BY	CK
.	.	.	.	.

SHEET
MS-01
OF 17 SHEETS

JOB NO.
162016-1001

W:\JOBS 16\162016\DRAWINGS\PRELIM\APPLICATIONS\RDCS (2019)\MS-01 SITE UTILIZATION MAP.DWG

Attachment: Civil_Landscape (2146 : RDCS/DA Depot Latala)

RDCS COMMITMENT SUMMARY/KEY		
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 4-B: Housing Diversity	
4-B	Housing types (8 points)	The project consists of three housing types, as defined in this criteria: single-family attached, triplex/quadples and multi-family. Each housing type represents at least 10% of the project yield.

RDCS COMMITMENT SUMMARY/KEY		
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 5-F: On-Site Recreational Amenities	
5-F	2 BBQ/picnic areas (2 Points)	(2) BBQs and picnic tables under shade trellis at courtyard northeast of mixed use building.
	Shade trellis (3) (6 Points)	(1) Arbor w/ benches around existing oak tree northeast of mixed use building, about the existing oak tree near parking spaces 10 & 11, and about the two BBQ/picnic areas.
	Criteria 5-G: Amenities for Age Groups	
5-G	Teens	(2) Arbors w/ benches for socializing located around existing oak trees.
	Adults	(1) Outdoor picnic/BBQ area under shade trellis at courtyard northeast of mixed use building.

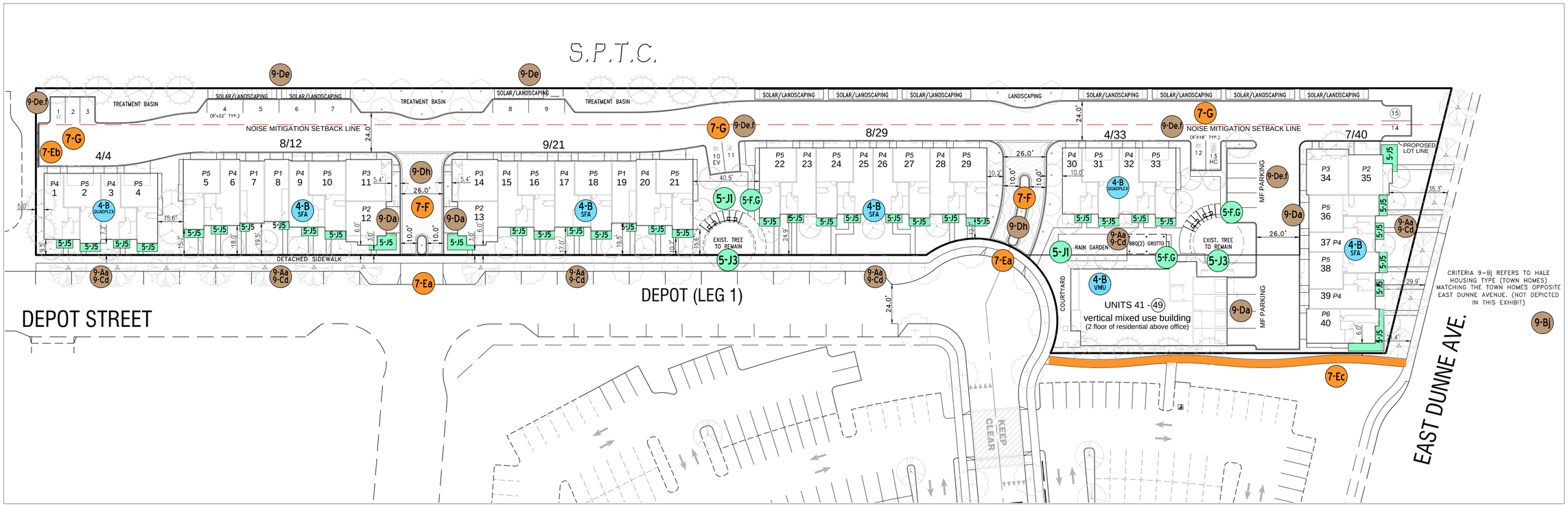
RDCS COMMITMENT SUMMARY/KEY		
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 5-J: Open Space Design	
5-J1	Visibility (2 Points)	The two open spaces are visible from the ground floor porches and from the upper level living areas.
	Adjacent Units (2 Points)	The project orients all buildings to either a public street frontage or a common open space. 12 units are immediately adjacent to the larger courtyard located northeast of the mixed use building. 2 units are located immediately adjacent to the smaller courtyard located south of guest parking stalls 10 & 11. With the exception of 3 units, all other units have entry walks that connect to the public sidewalk which the two courtyards are accessible by.
5-J3	Existing Trees (1 Point)	The project retains two existing oak trees, pursuant to the arborist recommendations and peer review recommendations, which will be focal points of the open spaces.
5-J5	Private Open Space (3 points)	All townhomes include private open space in the form of porches, patios or front yards. The MU-D and Downtown Specific Plan require zero commitment, so any ground-floor porches, patios or yard space is 100% above the requirement. (Areas are outside of setback requirements)

GENERAL NOTES

1. THIS EXHIBIT DOES NOT REPRESENT A COMPREHENSIVE DEPICTION OF ALL COMMITMENTS IN THE PROJECT NARRATIVE. SEE ARCHITECTURAL SHEETS FOR ADDITIONAL COLOR-CODED COMMITMENTS FOR GROUND LEVEL AND VERTICAL CRITERIA.
2. IN THE EVENT THERE IS A DISCREPANCY BETWEEN APPLICATION GRAPHICS AND COMMITMENTS WITHIN THE NARRATIVE, THE NARRATIVE SHALL GOVERN, PER IMPLEMENTATION POLICY C.

0 30 60 90

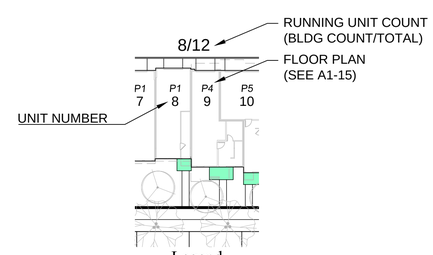
SCALE IN FEET: 1"= 30'



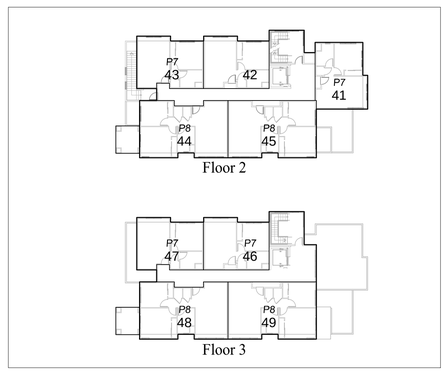
RDCS COMMITMENT SUMMARY/KEY		
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 7-E: Connections to Adjacent Property	
7-Ea	Street Alignment (a.,1 Point)	The northerly entrance aligns with 5th Street; the southerly entrance aligns with the new Depot Street knuckle (Leg 1 and 2).
7-Eb	Stub Street for Future Dev. (b., 1 Point)	The northerly terminus of the private drive aisle stubs to the common property line between the project and CMH parking lot. This parking lot shares the same General Plan designation as the subject property, CBD, and could develop at some time in the future. In such a situation, the drive aisle connection will be available.
7-Ec	Off-site bicycle/ped connections (c., 1 point)	As part of the re-alignment of Depot Street and re-striping of the CCC parking lot, a publicly-accessible pedestrian path will be constructed to connect the Depot knuckle to Dunne Avenue
	Criteria 7-F: Internal Connections	
7-F	Pedestrian Connectivity (c., 1 Point)	The project includes sidewalk connections from each unit to either a common open space or public sidewalk, which leads to common open spaces and public parks.
	Traffic Management (d., 1 Point)	Project entrances include narrow lanes (10') with center medians; curb returns are kept to a minimum and guest parking areas are concentrated to the north or south of the project to minimize vehicle backout movements.
	Criteria 7-G: Electric Vehicle Charging Stations	
7-G	(4 Points)	Four electric vehicle (EV) charging stations are identified on site; spaces one, ten, 12 and 13.

RDCS COMMITMENT SUMMARY/KEY		
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 9-A: Exterior Building Design	
9-Aa	Front Porches (a., 1 Point)	A minimum of 50% of the homes include porches that face Depot Street, East Dunne Avenue or common open space.
	Criteria 9-B: Building Placement and Massing	
9-B	Entrance Orientation (a., 2 Points)	Of the 48 total units, 36 face either Depot Street or Monterey Road. For the balance, four town home units face common open space and the eight condominium flats either face common open space or the CCC.
	Adjacent Building Types (j., 1 Point)	Unit types and massing for the southern most building reflects the existing development opposite East Dunne Avenue.
	Criteria 9-C: Site Improvements	
9-Cd	LS Visual Relief (b., 1 Point)	Trees are located periodically between town home units to break up the building mass and to frame individual units from the street. The front yard trees, along with the proposed street trees, support a pedestrian-friendly environment by providing shade and an inviting walking environment.
	Exterior Lighting (c. 1 Point)	Building-mounted lighting are architecturally integrated with the theme of the homes (see Architecture sheets for graphic representation and annotation)
	Entrance Pathways (d., 1 Point)	The 33 town home units which directly front either Depot Street or East Dunne Avenue have a direct pathway connection from the sidewalk to their entry porch. The 4 town home units and eight condominium flats have direct connection to an interior common open space.
	Public/Private Transition Elements (e., 1 point)	Public/private transitions include a change in floor elevation, as the entrances to each townhome include steps to the porches, then steps into the homes.
	Mechanical Equipment (f., 1 point)	Mechanical equipment will be screened from view with architecturally compatible structures. (see Architecture sheets for graphic representation and annotation)

RDCS COMMITMENT SUMMARY/KEY		
	COMMITMENT	**DESCRIPTION/LOCATION**
	Criteria 9-D: Vehicle Parking and Access	
9-Da	Garage Door Orientation (a., 1 point)	Garage doors face the rear of the property with the exception of 12, which are screened from public space by architectural elements (wrapped porches, columns) or landscaping (trees, landscaped island, existing trees)
	Garage Door Design (b., 1 point)	See Architecture sheets for graphic representation and annotation.
9-De	Common Parking (e., 1 Point)	Parking bays are located toward the rear of the project and are screened from view by either buildings or landscaping.
9-Df	Screening (f., 1 Point)	Parking bays that *may* be visible from a public right of way are screened with existing trees, new landscaping, project amenities or a combination of all.
9-Dh	Pavement Design (h., 2 Points)	Enhanced pavement design is included at the project entrances and the majority of the parking bays.



Legend
1"=30'



Mixed Use Building
1"=30'

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RDCS (2019)
SITE DEVELOPMENT PLAN
HALE LUMBER MIXED USE PROJECT
MORGAN HILL, CALIFORNIA

SCALE AS SHOWN
DATE JAN 3, 2019

DATE	MK	SHEET REVISIONS	BY	CK

SHEET
MS-02
OF 17 SHEETS

JOB NO.
162016-1001

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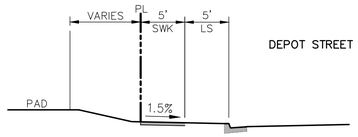
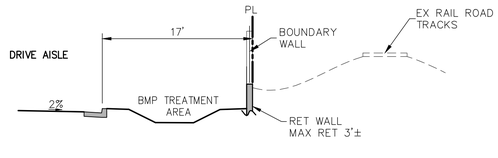
Attachment: Civil_Landscape (2146 : RDCS/DA Depot Latala)



SECTION D
NO SCALE

TYPICAL DEPOT STREET FRONTAGE



SECTION C
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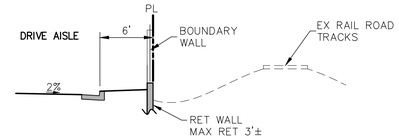

SECTION B
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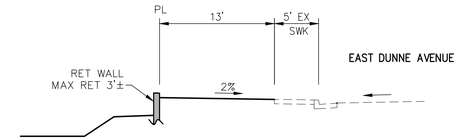

SECTION A
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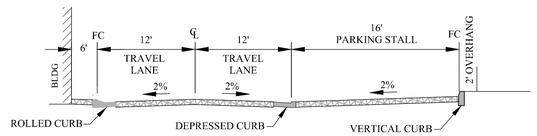
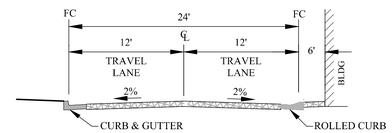


24' DRIVE AISLE WITH PARKING G
NO SCALE



24' DRIVE AISLES F
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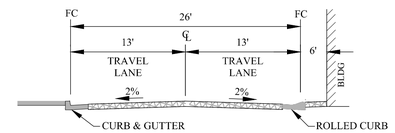
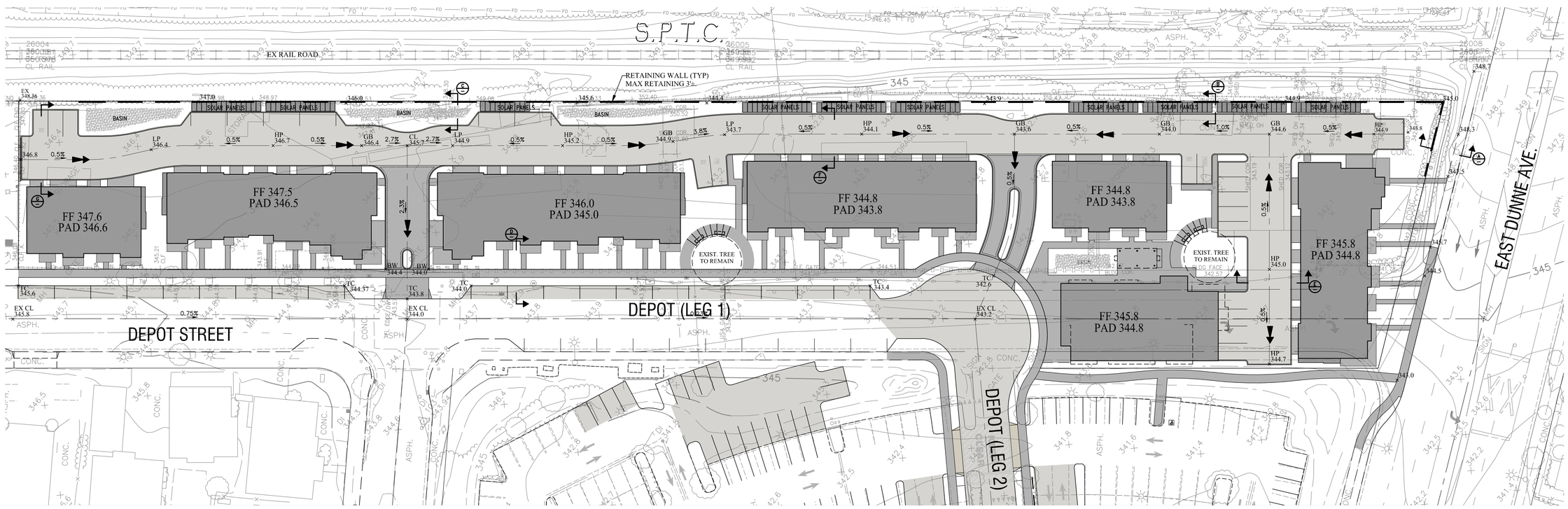


26' DRIVE AISLES E
NO SCALE

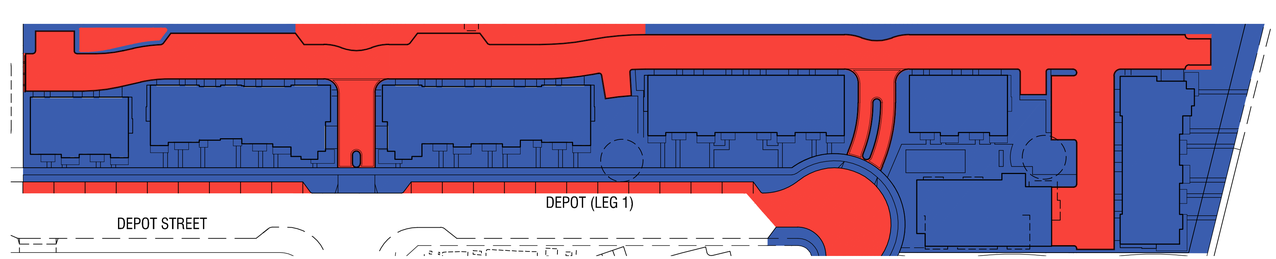


LEGEND

PROPOSED	DESCRIPTION	EXISTING
	BOUNDARY	
	LOT LINE	
	EASEMENT	
	EP	
	STORM DRAIN	
	SANITARY SEWER	
	WATER	
	MANHOLE	
	FIRE HYDRANT	
	STORM DRAIN INLET	
FF 493.0	FINISHED FLOOR ELEVATION	
P 492.0	PAD ELEVATION	
	RETAINING WALL	
X 482.5	SPOT ELEVATION	
3.3%	STREET SLOPE	
	OVERLAND RELEASE	
	EARTH SWALE	
	TREE TO REMAIN	
	STORM WATER BMP	

PRELIMINARY EARTHWORK SUMMARY

CUT: 7,515± CY
FILL: 7,515± CY
NET: 0± CY (BALANCED)



0 30 60 90
SCALE IN FEET: 1"= 30'

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RDCS COMPETITION (2018)
PRELIMINARY GRADING PLAN
HALE LUMBER MIXED USE PROJECT
MORGAN HILL, CALIFORNIA

SCALE	DATE
AS SHOWN	11-7-18

DATE	MK	BY	CK

SHEET REVISIONS

SHEET
MS-03
OF 17 SHEETS

JOB NO.
162016-1001

Attachment: Civil_Landscape (2146 : RDCS/DA Depot Lataia)

W:\JOBS 16\162016\DRAWINGS\PRELIM\APPLICATIONS\RDCS (2019)\MS-03 GRADING PLAN.DWG

PLANTING LEGEND:

SYMBOL CALLOUT	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	COMMENTS	WATER USE
TREES						
QC	Quercus agrifolia	Coast Live Oak	24" Box	As Shown	Street tree to match existing	L
LP	Platanus x acerifolia	London Plane Tree	24" Box	As Shown	Street tree to match existing	M
BB	Lophostemon confertus	Brisbane Box	15 Gal.	As Shown	Columnar tree	L
PI	Prunus ilicifolia	Catalina Cherry	15 Gal.	As Shown	Columnar tree	L
QI	Quercus ilex	Holly Oak	15 Gal.	As Shown	-	L
AM	Arbutus 'Marina'	Strawberry Tree	15 Gal.	As Shown	-	L
GP	Ginkgo biloba 'Princeton Sentry'	Princeton Sentry Maidenhair Tree	15 Gal.	As Shown	-	M
MQ	Melaleuca quinquenervia	Paperbark tree	15 Gal.	As Shown	-	L
PK	Pyrus kawakamii	Evergreen Pear	24" Box	As Shown	-	M
SHRUBS & GROUNDCOVER						
CV	Callistemon viminalis 'Little John'	Dwarf Bottlebrush	5 Gal.	36" O.C.	Full sun shrub	L
RC	Rhamnus californica 'Little Sur'	Little Sur Coffeeberry	5 Gal.	36" O.C.	Full and partial sun shrub	L
PS	Phormium spp.	New Zealand Flax Species	Varies	Varies	Strap leaf plant	L
ND	Nandina domestica 'Harbor Dwarf'	Dwarf Heavenly Bamboo	1 Gal.	24" O.C.	Low accent shrub	L
RI	Rhaphiolepis indica 'Ballerina'	Indian hawthorn	5 Gal.	36" O.C.	Full and partial sun shrub	L
MC	Muhlenbergia capillaris	Pink Hair Grass	1 Gal.	36" O.C.	Accent grass	L
AB	Anigozanthos 'Bush Gold'	Yellow Kangaroo Paw	1 Gal.	24" O.C.	Strap leaf accent plant	L
BA	Berberus aquifolium var. repens	Creeping Barberry	1 Gal.	36" O.C.	Shade shrub	L
PS	Pittosporum spp.	Pittosporum Species	Varies	Varies	Accent shrub	L
LJ	Ligustrum japonicum 'Texanum'	Waxleaf Privet	5 Gal.	36" O.C.	Large shrub	L
DB	Dietes bicolor	Fortnight Lily	5 Gal.	36" O.C.	Strap leaf plant	L
RA	Rosa spp.	Rose Species	Varies	Varies	Flowering accent shrub	L
STORM WATER BASIN / RAIN GARDEN						
JP	Juncus patens	California Gray Rush	1 Gal.	24" O.C.	Dark blue/green foliage	L
CD	Carex divulsa	Berkeley Sedge	1 Gal.	24" O.C.	Bright green foliage	L
CF	Calamagrostis foliosa	Mendocino Reed Grass	1 Gal.	24" O.C.	Blue/green foliage	L
FG	Festuca glauca 'Elijah Blue'	Elijah Blue Fescue	1 Gal.	18" O.C.	Blue foliage	L

GENERAL NOTES:

1. Tree and shrub layout is conceptual in nature. Final plant locations and species are subject to City review and final design refinement.
2. Additional plant species not listed on the above Plant Palette may be used.
3. Not all plant species listed on the above Plant Palette may be used.
4. All landscape areas will be grouped by hydrozone and receive an automatic underground irrigation system(s) that meets local and UBC code.

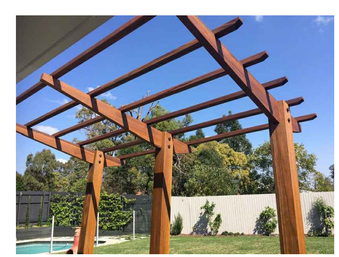
PLANTING DESIGN INTENT STATEMENT:

The planting design shall adhere with applicable City of Morgan Hill code and guidelines. The planting design utilizes a variety of plants in a layered composition, creating layers of color and texture to compliment the architecture and outdoor spaces. Front yard landscapes shall be designed with a contemporary aesthetic consistent with the architectural style of the homes. Storm water basins/rain gardens shall have a more organic design to contrast with the other landscape areas.

RAIN GARDEN CONCEPT

LANDSCAPE CONCEPT

SITE FURNISHINGS CONCEPT


PERGOLA CONCEPT

0 30 60 90
SCALE IN FEET: 1"= 30'

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-	-	-

SHEET
MS-04
OF 17 SHEETS

JOB NO.
162016-1001

Attachment: Civil_Landscape (2146 : RDCS/DA Depot Lataia)

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CITY OF MORGAN HILL

CITY OF MORGAN HILL

Residential Development Control System Competition

2018 Project Narrative Questionnaire

MAXIMUM POSSIBLE SCORE	APPLICANT'S POINT REQUEST	STAFF'S POINT RECOMMENDATION PLANNING COMMISSION HEARING	FINAL POINT TOTAL PLANNING COMMISSION HEARING
200	164	164	164

Allotments Requested: 49
Allotments Awarded:

Project Name: Hale Lumber

Project Address: 17020 Depot Street

Applicant's Name: The Latala Group, c/o Paul Latala

FOR OFFICE USE ONLY

Date Received 7-Nov-18 **File No.:** RDCS2018-0002

U:\COMDEV\RDCS18NARS\FINAL NARS\RDCS2018-0002 DEPOT - LATALA\Hale - RDCS Narrative (2019-01-03)REVSED (STAFF SCORING)

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

APPLICANT INFORMATION

Applicant	Latala Homes, c/o Paul Latala	Contact Person	RJA, c/o John Moniz
Address:	1999 S. Bascom, Suite 700	Address:	8055 Camino Arroyo
	Campbell, CA 95008		Gilroy, CA 95020
Phone:	(408) 515-9205	Phone:	(408) 848-0300
Email:	paul@latalahomes.com	Email:	jmoniz@rja-gps.com
Engineer	RJA, c/o Jim Schul	Architect	SDG, c/o Jennifer Mastro
Address	8055 Camino Arroyo	Address	3361 Walnut Blvd, Suite 120
	Gilroy, CA 95020		Brentwood, CA 94513
Phone	(408) 848-0300	Phone	(925) 634-7000
Email	jschul@rja-gps.com	Email	jmastro@sdgarchitects.com

PROJECT DESCRIPTION

Project Address:	17020 Depot Street
Assessor Parcel Number:	726-13-049
General Plan Designation:	Other
Existing Zoning:	MU-D
Present Site Use:	lumber yard, Depot Street
Existing Number of Legal Residences:	0
Are minor zoning deviations requested?	No

If yes, clearly identify each deviation and justification for the deviation ***(attach a sheet with explanation****).*

Is this a Downtown Project? Yes Yes / No

Is this an Agricultural Preservation Project, requesting Agricultural Set Asides? No Yes / No

If yes, provide details of established permanent agricultural conservation easement as required by Chapter 18.152 of the Morgan Hill Municipal Code (attach all appropriate documentation, as necessary).

Site Information			Coverage Information			
Area (gross)	2.29	ac.	Total Area	99,752	ft^2	100.0%
Public right of way	0.01	ac.	Buildings	32,500	ft^2	32.6%
Other Public dedication	0.00	ac.	Circulation	31,000	ft^2	31.1%
Area (net)	2.28	ac.	Sidewalks/Aprons	4,800	ft^2	4.8%
Density	21.5	du/ac	Open Space	31,452	ft^2	31.5%
Off-Street Parking Spaces (Uncovered)	17.0					
Off-Street Parking Spaces (Covered)	84.0					

PROJECT REQUEST

Type	Market Rate Units	BMR Units	Total Units
Single-Family Detached:			0
Single-Family Attached:	40		40
Multi-Family (Owner Occupied)	9		9
Multi-Family (Renter Occupied)			0
Other:			0
			49

Requested Allotments: 49

Is this a multi-year request: NO **Years requested:**

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

CATEGORY: Open/Market

PROJECT CATEGORIES:

Affordable Housing: The City Council shall ensure that an adequate number of allotments are available for affordable housing projects consistent with the City's Regional Housing Needs Allocation (RHNA) and adopted Housing Element.

Micro Projects: A Micro Project consists of a maximum of six (6) dwelling units on a site with an ultimate development potential of no more than six (6) units.

Small Projects: A Small Project consists of between seven (7) and 15 dwelling units on a site with an ultimate development potential of no more than 15 units.

Multi-family Rental: A Multi-family Rental project is a development of any size providing market rate rental housing.

Open/Market: The Open/Market category applies to housing of any type typically consisting of more than 15 units at build-out.

Senior Housing: Senior Housing projects are any market-rate housing type for persons 55 and older. For RDCS purposes Senior Housing must meet criteria specified within the RDCS Competition Manual.

Custom Lot: A Custom Lot is defined as a project which includes the opportunity for individuals to purchase lots, as further defined in the RDCS Competion Manual.

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

HOUSING TYPE INFORMATION

Housing Type:	Triplex/Quad						
Model # :	4	No. of Bedrooms:	3	No. of Bathrooms:	3	Size:	1,562 sq. ft.
No of Units:	4						

Housing Type:	Triplex/Quad						
Model #	5	No. of Bedrooms:	3	No. of Bathrooms:	3	Size:	1,813 sq. ft.
No of Units:	4						

Housing Type:	Townhouse						
Model # :	1	No. of Bedrooms:	2	No. of Bathrooms:	2.5	Size:	1,206 sq. ft.
No of Units:	3						

Housing Type:	Townhouse						
Model # :	2	No. of Bedrooms:	2	No. of Bathrooms:	2.5	Size:	1,468 sq. ft.
No of Units:	3						

Housing Type:	Townhouse						
Model # :	3	No. of Bedrooms:	3	No. of Bathrooms:	2.5	Size:	1,562 sq. ft.
No of Units:	3						

Housing Type:	Townhouse						
Model # :	4	No. of Bedrooms:	3	No. of Bathrooms:	3	Size:	1,562 sq. ft.
No of Units:	11						

Housing Type:	Townhouse						
Model # :	5	No. of Bedrooms:	3	No. of Bathrooms:	3	Size:	1,813 sq. ft.
No of Units:	11						

Housing Type:	Townhouse						
Model # :	6	No. of Bedrooms:	3	No. of Bathrooms:	3.5	Size:	2,238 sq. ft.
No of Units:	1						

Housing Type:	Multi-family						
Model # :	7	No. of Bedrooms:	1	No. of Bathrooms:	1	Size:	575 sq. ft.
No of Units:	5						

Housing Type:	Multi-family						
Model # :	8	No. of Bedrooms:	2	No. of Bathrooms:	1	Size:	845 sq. ft.
No of Units:	4						

Housing Type:							
Model # :		No. of Bedrooms:		No. of Bathrooms:		Size:	sq. ft.
No of Units:							

Housing Type:							
Model # :		No. of Bedrooms:		No. of Bathrooms:		Size:	sq. ft.
No of Units:							

Housing Type:	

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Model # : No. of Bedrooms: No. of Bathrooms: Size: sq. ft.
No of Units:

Housing Type:
Model # : No. of Bedrooms: No. of Bathrooms: Size: sq. ft.
No of Units:

Housing Type:
Model # : No. of Bedrooms: No. of Bathrooms: Size: sq. ft.
No of Units:

Housing Type:
Model # : No. of Bedrooms: No. of Bathrooms: Size: sq. ft.
No of Units:

Housing Type:
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No of Units:

Housing Type:
Model # : No. of Bedrooms: No. of Bathrooms: Size: sq. ft.
No of Units:

Housing Type:
Model # : No. of Bedrooms: No. of Bathrooms: Size: sq. ft.
No of Units:

Housing Type:
Model # : No. of Bedrooms: No. of Bathrooms: Size: sq. ft.
No of Units:

Total Livable Area (Market rate) 34,300 square feet 49 dwellings

BMRS (Very Low, Low, and Median):

Model # : No. of Bedrooms: No. of Bathrooms: Size: sq. ft.
No of Units: Lot #'s: Housing Type:

Moderate Rate Units (Non-BMR's):

Model # : No. of Bedrooms: No. of Bathrooms: Size: sq. ft.
No of Units: Lot #'s: Housing Type:

Total Livable Area (BMR) - square feet 0 dwellings

Total Livable Area (Market Rate + BMR) 34,300 square feet 49 dwellings

Other Market/Price Information:

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

1. Floor plans are divided by housing type

1. SCHOOLS

Intent: Support safe and convenient access to schools and promote high quality schools in Morgan Hill.

Total Available Points: 17 points are available within this category (10 points maximum).

Criteria 1-A: Proximity to Schools

1. **Senior Projects.** Housing projects for senior citizens as defined in Section 51.2 of the State Civil Code will receive an automatic **6 points** regardless of proximity to schools.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
1.	The project has been identified as a Senior Project as defined by Section 51.2 of the State Civil Code. ☐ Yes	0	The project has been identified as a Senior Project as defined by Section 51.2 of the State Civil Code. ☐ Yes	
Sub total	Maximum points: 6	0	Maximum points: 6	0

2. **Project Location:** Please identify walking distance of a school. A project is within walking distance of a school if it is 0.75 miles or less from an elementary school and 1.5 miles or less from a middle or high school.

Two points may be awarded to a project which demonstrates a walking distance from one school (elementary, middle, or high school)

Five points may be awarded to a project which demonstrates a walking distance from two schools, each serving different grade levels (elementary, middle, or high school)

To be eligible for points, students must be able to walk along a safe route from the project to the school as determined by the MHUSD. A safe route means a continuous sidewalk, pedestrian path, or trail with street crossings, intersection controls, and other physical improvements that reduce potential conflicts between pedestrians, bicyclists, and vehicles. A safe route must be in place at time of application submittal or established by the applicant within the first year of project construction.

The distance to a school is measured as the lineal distance a student would walk, from the project point of entrance nearest to the school to the nearest entrance point of the school grounds.

Schools eligible for points include any MHUSD school or charter school included on the MHUSD official list of existing and planned schools. MHUSD schools and programs which serve all students in the district and don't have specific boundaries (e.g., Community Adult School, Continuation High School) are not eligible for points.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
2.	Britton Middle School is <1.5 miles from the site; El Toro Elementary School is <0.75 miles from the site. There is a safe path of travel for both schools including continuous sidewalks and intersection controls (pursuant to the description above)	5	**There is a safe continious walking route from the project site to El Toro Elementary School and Britton Middle School.**	**5**
Sub total	Maximum points: 5	5	Maximum points: 5	5

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Criteria 1-B: Proximity to Schools with Capacity

Standard: The project is located within walking distance of one or more Morgan Hill Unified School District (MHUSD) schools with capacity to serve new students.

3. Up to **two points** may be awarded to a project which identifies that the project is within walking distance of one or more MHUSD schools with capacity to serve new students. To be eligible for points, the project must be located within walking distance of an elementary, middle, or high school that has capacity to house the number of students that the development would yield as determined by the MHUSD in writing prior to the RDCS competition application deadline.

   Note: For multi-year projects, the project shall retain the points received during the first phase.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
3.	n/a		**N/A**	**0**
Sub total	Maximum points: 2	0	Maximum points: 2	0

Criteria 1-C: Student Transportation Improvements

Standard: The project contributes funds or constructs off-site pedestrian, bicycle and/or vehicle access improvements for Morgan Hill Unified School District (MHUSD) schools within the Morgan Hill Sphere of Influence.

4. Up to **ten points** may be awarded to a project that constructs off-site pedestrian and/or vehicle improvements for MHUSD schools. To be eligible for points, the applicant must commit to construct sidewalk, pedestrian paths, trails with street crossings, intersection controls, vehicle access enhancements, and other physical improvements that reduce potential conflicts between pedestrians, bicyclists, and vehicles. A project may also receive points for contributing funds to the City's Safe Access to Schools Fund to be used by the City to construct physical improvements to enhance safe student access to MHUSD schools including a project that is not within walking distance of an eligible school as provided in Criteria 1-B. **One point** will be awarded for every $1,000.00 in improvements constructed per unit or funds contributed per unit.

   NOTE: The requirements for walking distance, safe routes to schools, rules of measurement, and eligible schools for Criteria 1-B above also apply to Criteria 1-C.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
4.	A pedestrian path connecting re-aligned Depot Street to East Dunne Avenue will be constructed as part of the project. (see Site Development Exhibit for location). In the event the scope of these improvements do not equal $1,000 per unit, the balance of this commitment will be contributed to teh City's Safe Access to Schools Fund.	1	**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.**	**1**
Sub total	Maximum points: 10	1	Maximum points: 10	1

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Total Points Requested by the Applicant	Total Points Recommended by Staff
6	6

MAXIMUM POINTS: 10

2. LOCATION

Intent: Encourage infill projects adjacent to existing development and close to existing community services and facilities.
Total Available Points: 42 points are available within this category (22 points maximum).

Criteria 2-A: Central Core

Standard: The project is in or near Morgan Hill's central core.

1. Up to **twelve points** may be awarded to a project which demonstrates the distance from the Central Core. Central Core boundaries are shown in Figure 1 provided within the RDCS Competition Manual. The distance from the Central Core is measured using the minimum distance between any portion of a parcel and the Central Core boundary measured in a straight line. If any portion of a project is within a distance from the Central Core shown in Table 6 (below), the project may receive the total number of points corresponding to that distance.

TABLE 6: POINTS FOR CENTRAL CORE	
Project Distance from Central Core	Points
Within two miles	2
Within one mile	4
Within three-quarters miles	6
Within one-half mile	8
Within one-quarter mile	10
Within the Central Core	12

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
1.a	Project is within central core area as described above: ☑ Yes	12	Project is within central core area as described above: ☑ Yes	12
Sub total	Maximum points: 12	12	Maximum points: 12	12

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
1.b	n/a		**N/A**	0
Sub total	Maximum points:10	0	Maximum points: 10	0

Criteria 2-B: Infill Corridors

Standard: The project is located in an infill corridor as shown in Figure 2 provided within the RDCS Competition Manual.

2. **Ten points** will be awarded to projects located within the Monterey Road infill corridor area.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
2.	n/a		**N/A**	0
Sub total	Maximum points: 10	0	Maximum points: 10	0

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Criteria 2-C: Adjacent to Development

Standard: The project is adjacent to land that is developed, utilized to its ultimate potential, or that requires no further discretionary approvals for development.

3. Up to **five points** may be awarded to a project which demonstrates the percentage of adjacent development. A project boundary is adjacent to existing development if the project boundary abuts the property line of the adjacent development or is across a street from the existing development. The project may receive the total number of points for Adjacent Development as provided in Table 7 (below).

TABLE 7: POINTS FOR ADJACENT TO DEVELOPMENT	
Percent of Project Boundary Adjacent to Existing Development	Points
25% to less than 50%	2
50% to less than 75%	3
75% to 100%	5

Existing development means:
• Property in Morgan Hill's city limits with at least 95 percent of its contiguous land area developed or utilized to its ultimate potential use according to the General Plan or applicable zoning.
• Land in unincorporated Santa Clara County owned or under control (i.e., permanent easement) of a public agency that is developed or utilized to its ultimate potential use according to the County's General Plan or applicable zoning.
• Privately owned, non-agricultural (designated Rural County or greater) land in unincorporated Santa Clara County that is utilized to its ultimate potential according to the City's General Plan.
• Undeveloped property which by RDCS Application submittal deadline of the competition year has received final map approval, tentative map and development agreement approval for projects with previously completed phase(s), or for which building permits have been issued.

To be eligible for points, the applicant must provide an exhibit identifying the project boundaries, identify existing development and percentage of development along project boundaries.

Adjacency Determination Table			
Applicant's Answer			Staff Comments
	Total length or project boundary (ft)	2,014.00	
	Adjacent development (ft)	1,703.00	
%		84.6%	

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
3.	Per the enclosed exhibit, the project is adjacent to land developed to its ultimate potential with the exception of the norther boundary line, which abuts a public parking lot and a portion of the western boundary line, which abuts single family residential.	5	**The project is developed 84.6 percent along the project boundaries.**	5
Sub total	Maximum points: 5	5	Maximum points: 5	5

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Criteria 2-D: Proximity to Daily Needs

Standard: The project is within walking distance of non-residential land uses that meet residents' daily

4. Up to **five points** may be awarded to a project which demonstrates the walking distance from two or more non-residential daily needs. The distance to a land use category (daily needs) is measured as the lineal distance a pedestrian would walk, from the average center point of housing in a project to the nearest entrance point of the land use category. The project may receive the total number of points for Daily Needs as provided in Table 8 (below). Identify the land use and distance to the use to qualify for points.

TABLE 8: POINTS AVAILABLE FOR PROXIMITY TO DAILY NEEDS	
Project Distance from Two or More Different Land Use Categories	Points
Within three-quarters mile	1
Within one-half mile	3
Within one-quarter mile	5

Land use categories are as follows:

1. Community-serving retail, such as a supermarket, pharmacy, or convenience store.
2. Restaurants and cafes.
3. Personal services, such as bank, salons, and medical offices.
4. Public and quasi-public uses such as places of worship; community centers; and parks, trails and recreational facilities.
5. An existing or planned bus or rail transit stop or station.

A single establishment may not be counted in two categories (e.g., retail establishment may be counted only once even if it also contains a café). Establishments in a mixed-use building may each count if they are distinctly operated enterprises with separate exterior entrances. No more than two of the minimum number of land use categories can be situated in a single building or under a common roof.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
4.	Per the enclosed exhibit, the project is within a quarter mile of several restaurants, personal services, a place of worship and public parks	5	**The project is within 0.25 miles of two or more daily needs identified in the specific land use categories.**	5
Sub total	Maximum points: 5	5	Maximum points: 5	5

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Criteria 2-E: Proximity to Emergency Services

Standard: The project is located within the established response time for emergency services.

5. Up to **five points** may be awarded to a project which demonstrates the response time to police and fire stations. Three fire stations serve Morgan Hill: the El Toro Fire Station (18300 Old Monterey Road) the Dunne Hill Fire Station, (2100 E. Dunne Avenue), and the CAL FIRE station (15670 Monterey Road). The Morgan Hill Police Department headquarters is located at 16200 Vineyard Boulevard. **The Police Department's aims to respond to Priority One calls within 5 minutes and Priority Two calls within 8 minutes.** The project may receive the total number of points for Response Time as provided in Table 9 (below).

TABLE 9: POINTS AVAILABLE FOR PROXIMITY TO EMERGENCY SERVICES	
Standard	Points
The project is located within the established response time of the police station	2
The project is located within the 5 minutes of one fire station	1
The project is located within 6 minutes of two fire stations	2
The project is located within 8 minutes of three fire stations	3

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
5.	The project is within the response time of the police station and two fire stations.	5	**The project is within the response time of the police station and two fire stations.**	5
Sub total	Maximum points: 5	5	Maximum points: 5	5

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Criteria 2-F: Areas with Public Utility Capacity

Standard: The project is located in areas with sufficient public utility capacity to serve the project.

6. Up to **five points** may be awarded to a project which demonstrates sufficient public utility capacity to serve the project. The project may receive the total number of points for proximity to Municipal Services and Facilities as provided in Table 10 (below).

TABLE 10: POINTS AVAILABLE FOR PROXIMITY TO MUNICIPAL SERVICES	
Standard	Points
a. Local water distribution lines are of sufficient size to serve the proposed project. 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.	2
b. The existing wastewater collection system is sufficient to serve the proposed project. The project does not require extending or replacing existing sewer pipes or lift stations outside of the project site.	2
c. Existing off-site storm drainage facilities are sufficient to serve the project.	1

	Applicant's Answers		Staff Comments	
6.	Comment	Pts	Comment	Pts
a.	A 10" water main exists within the Depot Street right of way. This utility will be modified due to the re-alignment of Depot Street; increasing the diameter is not a requirement of the project.	2	**The project complies with the criteria in this section.**	2
b.	An 8" sanitary sewer line in East Dunne and 6" sanitary sewer line in Depot Street will serve the project. The Depot line will be modified due to the re-alignment of Depot Street; increasing the diameter is not a requirement of the project.	1	**The project may be required to extend the sanitary sewer line along the entire length of project frontage. Only one point out of the two-point maximum given.**	1
c.	A 30" storm line in East Dunne and 30" storm line in Depot Street will serve the project. The Depot line may be modified due to the re-alignment of Depot Street; increasing the diameter is not a requirement of the project.	1	**The project complies with the criteria in this section.**	1
Sub total	Maximum points: 5	4	Maximum points: 5	4

Total Points Requested by the Applicant	Total Points Recommended by Staff
22	22

MAXIMUM POINTS: 22

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

3. AFFORDABLE HOUSING

Intent: Increase the supply of affordable housing in Morgan Hill in the extremely low income (0-30% Area Median Income), very low income (30-50% Area Median Income), and the moderate category (81-120% Area Median Income).

Total Available Points: 34 points are available within this category (34 points maximum).

Minimum Score Requirements: The minimum score is **18 points** for projects where individual units will be sold to buyers (for-sale projects) and **10 points** for projects where individual units will be occupied by renters (rental projects).

Criteria 3-A: Affordable Housing Fund Contribution

Standard: The project makes a voluntary contribution to the City's Affordable Housing Fund.

1. **Voluntary Contribution to Housing Fund**: Points shall be awarded consistent with the City of Morgan Hill's Inclusionary Housing Ordinance. A project may receive points for incorporating BMR units within the project and for contributing to the City's Affordable Housing Fund provided the total number of combined points awarded from both Criteria 3-A and 3-B does not exceed 34.

TABLE 12: POINTS AVAILABLE FOR CONTRIBUTION TO AFFORDABLE HOUSING FUND	
Contribution to Affordable Housing Fund	Points
20% of baseline contribution	2
30% of baseline contribution	4
40% of baseline contribution	6
50% of baseline contribution	8
60% of baseline contribution	10
70% of baseline contribution	12
80% of baseline contribution	14
90% of baseline contribution	16
Baseline contribution	18
1% above baseline contribution	20
2% above baseline contribution	22
3% above baseline contribution	24
4% above baseline contribution	26
5% above baseline contribution	30

% of Contribution:

30% of baseline

	Applicant's Answers		Staff Comments	
1	Comment	Pts	Comment	Pts

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

	The project prefers to pay 105% of the baseline fee, per calculation below. There are inconsistencies between the BMR ordinance, RDCS and Downtown Specific Plan with respect to the need to develop affordable housing, as well as the option to develop, pay an in-lieu fee or combination thereof. See 3B for provisional commitment language. (34,300 sqft @ $13.86/sqft = $475,398 or $9,702/unit) The project commits to 30% above baseline if required to build the BMR units.	4	**Applicant commits to 30% of baseline contribution - $2,772.00 per unit - Per Table 21, applicant is granted 4 points**	4
total	Maximum points: 30	4	Maximum points: 30	4

Total Livable Area (Market rate)	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)

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

In-Lieu Housing Fees

"For- Sale" Residential Projects (outside downtown): Projects with a 15% Inclusionary Housing Requirement the fee is $19.70 per habitable square foot of the residential building area.

"For-Sale" Residential Projects (Downtown): Projects within the downtown with a 10% Inclusionary Housing Requirement the fee us $13.20 per habitable square foot of the residential building area.

Rental Residential Projects (outside of Downtown): Projects outside of downtown with a 15% Inclusionary Housing Requirement the fee is $29.00 per habitable square foot of the residential building area.

Rental Residential Projects (Downtown): Projects within the downtown with a 10% Inclusionary Housing Requirement the fee is $14.50 per habitable square foot of the residential building area.

The fractional BMR threshold is 0.5, if the fraction is 0.5 or greater a full unit is to be constructed. If it is less than 0.5, the fractional fee calculation is applied.

Criteria 3-B Development of Affordable Units

Standard: for

2. **Development of Affordable units:** For Projects developing below market rate (BMR) units within a project refer to Tables 13, 14, 15, 16, 17 and 18 and for additional scoring instructions refer to the RDCS Competition Manual:

TABLE 13: POINTS FOR DEVELOPMENT OF AFFORDABLE UNITS, MARKET RATE FOR-SALE PROJECTS			
Percent of Total Project Units available at an affordable AMI level (to be included in State HCD annual report)			**Points**
Total	81% AMI Moderate	110% AMI Moderate	
15%	6%	9%	18
15%	7%	8%	20
15%	8%	7%	22
15%	9%	6%	24
15%	10%	5%	26

TABLE 14: POINTS FOR DEVELOPMENT OF AFFORDABLE UNITS: 100 PERCENT AFFORDABLE FOR-SALE PROJECTS					
100% Affordable For-Sale Projects with various Moderate affordability levels within the project					**Points**
	81% AMI Moderate	90% AMI Moderate	100% AMI Moderate	120% AMI Moderate	
100% Affordable	25%	25%	25%	25%	26
100% Affordable	30%	24%	23%	23%	28
100% Affordable	35%	22%	22%	21%	32
100% Affordable	40%	20%	20%	20%	34

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

TABLE 15: POINTS AVAILABLE FOR DEVELOPMENT OF DEED RESTRICTED AFFORDABLE RENTAL UNITS: MARKET RATE				
Percent of Total Project Units				Points
Total	30% AMI ELI	50% AMI VLI	80% AMI LI	
15%	4%	4%	7%	20
15%	5%	5%	5%	22
15%	6%	5%	4%	24
15%	6%	6%	3%	26

TABLE 16: POINTS AVAILABLE FOR DEVELOPMENT OF AFFORDABLE UNITS: 100 PERCENT AFFORDABLE RENTAL				
Percent of Total Project Units				**Points**
Total	30% AMI ELI	50% AMI VLI	80% AMI LI	
100%	20%	45%	35%	22
100%	30%	40%	30%	26
100%	40%	35%	25%	30
100%	50%	30%	20%	34

TABLE 17: POINTS FOR DEVELOPMENT OF DEED RESTRICTED FOR-SALE AFFORDABLE UNITS (DOWNTOWN)			
Percent of Total Project Units			**Points**
Total	81% AMI Moderate	110% AMI Moderate	
10%	3%	7%	18
10%	4%	6%	22
10%	5%	5%	24
10%	6%	4%	26

TABLE 18: POINTS FOR DEVELOPMENT OF DEED RESTRICTED RENTAL AFFORDABLE UNITS (DOWNTOWN)			
Percent of Total Project Units			**Points**
Total	81% AMI Moderate	110% AMI Moderate	
10%	5%	5%	18
10%	6%	4%	22
10%	7%	3%	24
10%	8%	2%	26

Indicate table reference:	**Table 17**
Proposed % AMI:	**110% AMI Moderate**
Proposed % of units:	**4.00%**
Number of units:	**2**
Proposed % AMI:	**81% AMI Moderate**
Proposed % of units:	**6.00%**
Number of units:	**3**

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

	Applicant's Answers		Staff Comments	
2	Comment	Pts	Comment	Pts
	This is a provisional commitment in the event the City Council requires the development of BMR units instead of Affordable Housing Fund Contribution (3A). The project will construct three condominium flats and two condominium-style townhomes per Table 17 of the RDCS: Three units (43,45 & 47) at 81% of AMI and two units (8 & 19) at 110% of AMI; totaling 26 points. See attached Site Development Plan. Furthermore, if the project is required to develop these units, then a four-point contribution to the Affordable Housing Fund will be made, which results in a 30-point commitment.	26	**Applicant commits to 10% BMR's - 6% (3 units) at 81% AMI and 4% (2 units) at 110% AMI - Per Table 17, applicant is granted 26 points**	26
total	Maximum points: 34	26	Maximum points: 34	26

TABLE 19: POINTS FOR DEDICATING LAND TO NON-PROFIT DEVELOPMENT FOR AFFORDABLE HOUSING	
Land Dedication for Affordable Housing	Points
The project shall dedicate an area of the project development as part of a joint venture agreement with a non-profit developer for an affordable housing project of at least 40 units.	8

	Applicant's Answers		Staff Comments	
3	Comment	Pts	Comment	Pts
	n/a			
total	Maximum points: 8	0	Maximum points: 8	0

Total Points Requested by the Applicant	Total Points Recommended by Staff
30	30

MAXIMUM POINTS: 34

Note: When dedicating land for a joint venture development with a non-profit developer, a letter of intent with the named non-profit must be included with the RDCS application.

Points shall be awarded and monitored consistent with the City of Morgan Hill's Below Market Rate Housing Program policies and procedures. When a calculation produces a fraction of a unit less than one-half, the applicant shall pay the corresponding fraction of the standard housing fee.

Information concerning the housing fee can be obtained by calling the Morgan Hill Housing Office at (408) 778-6480 or (408) 310-4637.

4. HOUSING DIVERSITY

Intent: Encourage a diverse housing stock in Morgan Hill.

Total Available Points: 54 points are available within this category (23 points maximum).

Criteria 4-A: Accessory Dwelling Units

Standard: The project incorporates accessory dwelling units on lots with detached single-family homes.

1. Up to **6 points** may be awarded to projects that incorporate accessory dwelling units into the project, as provided in Table 20 (below). Accessory dwelling units are secondary dwelling units located on a lot occupied by a detached single-family dwelling. Accessory dwelling units must be a permanent structure and include provisions for living, sleeping, eating, cooking, and sanitation and have a private entry accessed from the exterior of the building. Accessory dwelling units may be either detached from or attached to the primary dwelling on the lot. To be eligible for points, accessory dwelling units must comply with development standards for new accessory dwelling units in Chapter 18.84 (Accessory Dwelling Units) in the Zoning Code.

TABLE 20: POINTS FOR ACCESSORY DWELLING UNITS	
Percentage of Detached Single-Family Lots with Accessory Dwelling Units	Points
10 to 20 percent	2
20 to 30 percent	4
More than 30 percent	6

	Applicant's Answers	Pts	Staff Comments	
	Comments		Comment	Pts
1.	n/a		**N/A**	0
Sub total	Maximum points: 6	0	Maximum points: 3	0

Criteria 4-B: Diversity of Housing Types

Standard: The project contains a diversity of housing types.

2. Up to **8 points** may be awarded to projects with 16 or more units and up to **12 points** for projects with 15 units that provide for a diversity of housing types within a project. The project may receive the total available points for Diversity of Housing Types based on Tables 21 and 22 (below).

TABLE 21: POINTS AVAILABLE FOR DIVERSITY OF HOUSING TYPES PROJECTS WITH 16 OR MORE UNITS	
Number of Different Housing Types in the Project	Points
2	4
3	8

TABLE 22: POINTS AVAILABLE FOR DIVERSITY OF HOUSING TYPES PROJECTS WITH UP TO 15 UNITS	
Number of Different Housing Types in the Project	Points
2	8
3	12

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

To be eligible for points, a housing type must constitute at least 10 percent of total number of units in the project. **Different housing types are defined as follows**:

1. **Multiple-Story Detached Single-Family Home.** A detached building that contains one single-family dwelling with two or more stories of living space.
2. **Single-Story Detached Single-Family Home**. A detached building that contains one single-family dwelling with one story of living space.
3. **Accessory Dwelling Unit**. A self-contained living unit, either attached to or detached from, and in addition to, the primary residential unit on the parcel.
4. **Single-Family Attached**. Three or more single-family dwelling units connected by common walls along the side property lines, sometimes called a townhouse or row house. Excludes "duplexes" and "duets".
5. **Courtyard Housing**. Detached or attached single-family homes with unit entrances oriented toward a shared common area/communal courtyard (and not interior corridor or street).
6. **Custom Lots**. Lots left undeveloped for future development by the lot buyer.
7. **Duet**. A residential structure that contains two independent dwelling units, each with its own entrance that are separated by a property line along a shared building wall with each unit located on a separate lot.
8. **Duplex**. A single residential structure on one lot that contains two independent dwelling units , each with its own entrance. 9. **Townhouse**. A series of three or more adjacent single-family dwelling units, each on an independent parcel, which are connected by common walls along the side property lines.
10. **Triplex or Quadplex**. A single residential structure that contains three or four dwelling units, with each unit having its own entrance.
11. **Multi-Family**. A building that contains three or more dwelling units, with each unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Includes multi-family senior housing limited to occupancy by persons 55 years of age or older for residents who are independent and do not require assistance with everyday living ("independent living").
12. **Mixed Use Residential**. A development project with both residential and commercial/office uses which are either 1) located together in a single building; or 2) in separate buildings on a single site of one or more contiguous properties.

Note: A unit may qualify as only one housing type even if it meets the definition for two or more housing types. For example, a single-story detached single-family home oriented towards a shared common area may qualify only as courtyard housing (housing type number 5 above), not courtyard housing and single-story detached single-family home (housing type number 2 above).

	Applicant's Answers				Staff Comments		
	Comments			Pts	Comments		Pts
2.	Per the definitions above (Table 21), there are three housing types: quadplexes (4 units/bldg), single-family attached town home buildings and vertical mixed use. Each product type represents at least 10% of the project total.			8	**Per table 21, development qualifies for 3 housing types with at least 10% of units in each type: Triplex or Quadplex (16%), Single Family attached (65%), & Mixed Use Residential (18%) - applicant receives 8 points**		8
	Housing Type	number of units	% of total		Housing Type	# of units	
	Duplex or Duet				Duplex or Duet		
	Courtyard Housing				Courtyard Housing		
	Custom Lots				Custom Lots		
	Triplex or Quadplex	8	16%		Triplex or Quadplex	8	
	Multi-Family				Multi-Family		
	Single family attached	32	65%		Single family attached	32	
	SFD (single story)				SFD (single story)		
	SFD (multi-story)				SFD (multi-story		
	Accessory				Accessory		
	Vertical Mixed Use	9	18%		Mixed Use Residential	9	
Sub total	Maximum points: 12			8	Maximum points: 12		8

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Criteria 4-C: Variation in Housing Size

Standard: The project includes a diversity of housing sizes.

3. Up to **8 points** may be awarded to projects with 16 or more units and up to **12 points** for projects with 15 units that provide for a diversity of housing size within a project. The project may receive the total available points for Diversity of Housing size based on Tables 23 and 24 (below).

TABLE 23: POINTS AVAILABLE FOR DIVERSITY OF HOUSING SIZE PROJECTS WITH 16 OR MORE UNITS	
Number of Different Housing Size Categories in the Project	Points
2	3
3	6
4	8

TABLE 24: POINTS AVAILABLE FOR DIVERSITY OF HOUSING SIZE PROJECTS WITH UP TO 15 UNITS	
Number of Different Housing Size Categories in the Project	Points
2	6
3	9
4	12

Diversity of housing types is calculated by determining the percent of units that are in two or more housing size categories. Housing size categories for multi-family projects is based on the number of bedrooms. For all other housing types housing size categories are based on square footage of the unit. To be eligible for points, the number of units in a housing size category must constitute at least 10 percent of total number of units in the project.

Housing size categories for multi-family housing types are as follows:
1. Studio apartment 2. One-bedroom 3. Two-bedroom 4. Three-bedroom 5. Four-bedroom or more

For all other housing types (single-family detached, duplex, etc.) and for projects with both multi-family units and other housing types, a project shall be considered to have two or more different size categories only if there is a minimum 35 percent variation between the smallest and largest floor plan the project. In such a case, every floor plan that varies in size from another floor plan by 200 square feet or more shall be considered a different housing size category.

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

	Applicant's Answers				Staff Comments			
	Comments			Pts	Comments			Pts
3.	The project qualifies for six points: Three floor plans (unit 4, 5 & 7) each represent at least 10% of the project yield and 200 sqft variation between models with at least a 35% variation between the smallest unit (575 sqft) and the largest unit (1,813 sqft).			6	**Per Table 23, project qualifies with 3 housing types. In order to qualify, housing type must constitute at least 10% of total number of units in the project, also there must be a minimum of 35% variation between smallest and largest floor plan for project. Plan 7 is 26% the size of Plan 6, so qualifies. Housing Plan types, 4, 5 and 7 qualify with at least 10% of total number of project and vary by at least 200 sq ft from each other. Project is granted 6 points.**			6
	Unit	Size	% of units		Unit	Size	% of units	
	4	1,562	8%		1	1206	6%	
	5	1,813	8%		2	1468	6%	
	1	1,206	6%		3	1562	6%	
	2	1,468	6%		4	1562	31%	
	3	1,562	6%		5	1813	31%	
	4	1,562	22%		6	2238	2%	
	5	1813	22%		7	575	10%	
	6	2238	2%		8	845	8%	
	7	575	10%					
	8	845	8%					
	0	0	0%					
	0	0	0%					
	0	0	0%					
	0	0	0%					
	0	0	0%					
	0	0	0%					
	0	0	0%					
	0	0	0%					
	0	0	0%					
	0	0	0%					
Sub total	Maximum points: 12			6	Maximum points: 12			6

Criteria 4-D: Small Units

Standard: The project includes small dwelling units.

4. Up to **12 points** may be awarded to projects that include small units. The project may receive the total

TABLE 25: POINTS AVAILABLE FOR SMALL UNITS	
Percent Small Units	Points
10	4
20	6
30	8
40	10
50 or more	12

Small units are defined as follows:
- Detached Single-Family Home: Less than 1,700 square feet
- Single-Family Attached: Less than 1,500 square feet
- Duplex or Duet: Less than 1,500 square feet
- Triplex or Quadplex: Less than 1,250 square feet
- Multi-Family: Less than 1,000 square feet (rental); 1,200 square feet (ownership)

Unit square footage means total livable building area excluding garages. Unit type definitions are the same as in Criteria 4-B.

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

	Applicant's Answers				Staff Comments			
	Comments			Pts	Comments			Pts
4.	Per Table 25, floor plans one and two within the townhome buildings represent 12% of the project total.			4	**Per Table 25, project qualifies for at least 10% of units (units 1 & 2) as small. RDCS Manual does not include Mixed Use Residential, therefore units 7 & 8 were not granted points due to their Mixed Use designation.**			4
	Unit	Size	% of units		Unit	Size	% of units	
	1	1206	6%		1	1206	6%	
	2	1468	6%		2	1468	6%	
Sub total	Maximum points: 12			4	Maximum points: 12			4

Criteria 4-E: Housing Stock Diversity

Standard: The project adds housing types that are underrepresented in Morgan Hill's citywide housing stock.

5. Up to **8 points** may be awarded to projects that provide housing stock diversity within a project. The project may receive the total available points for Housing Stock based on Table 26 (below) provided the housing type constitutes 75 percent or more of the total project housing units.

TABLE 26: POINTS AVAILABLE FOR HOUSING STOCK DIVERSITY	
Housing Type	Points
Courtyard Housing (CH)	4
Multi-Family Owner Occupied (MFOO)	6
Market-rate Senior (MRS)	8
Multi-Family Rental (MFR)	8
Vertical Mixed Use (owner occupied or rental) (VMU)	8

	Applicant's Answers				Staff Comments			
	Comments			Pts	Comments			Pts
5.	n/a				**N/A**			0
	Housing Type	No. Units	% of units		Housing Type	No. Units	% of units	
Sub total	Maximum points: 8			0	Maximum points: 8			0

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Criteria 4-F: Single-Story Homes

Standard: The project includes single-story single-family homes.

6. Up to **4 points** may be awarded to projects that provide single-story single-family homes within a project. The project may receive the total available points for Single-story Homes based on Table 27 (below).

TABLE 27: POINTS AVAILABLE FOR SINGLE-STORY SINGLE-FAMILY HOMES	
% of Single-Story Single-Family Homes (SS SFH)	Points
25 Percent	1
50 Percent	2
75 Percent	3
100 Percent	4

	Applicant's Answers				Staff Comments			
	Comments			Pts	Comments			Pts
6.	n/a				**N/A**			0
	No. SS SFH	Total Units in project	% of SS SFH		No. SS SFH	Total Units in project	% of SS SFH	
			#DIV/0!					
Sub total	Maximum points: 4			0	Maximum points: 4			0
Total Points Requested by the Applicant					Total Points Recommended by Staff			
18					18			

MAXIMUM POINTS: 23

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

5. PARKS AND OPEN SPACE

Intent: Provide high quality parks and recreational facilities, encourage publicly accessible outdoor amenities, and preserve open space and agricultural land.

Total Available Points: 62 points are available within this category (29 points maximum).

Criteria 5-A: Park Fund Contribution

Standard: The project contributes to the City's park fund beyond the minimum requirement.

1. Up to **6 points** may be awarded to projects that contribute funds to the City park fund in excess of the minimum required park impact fee and fees in lieu of park land dedication. **One point** will be awarded for every $1,000.00 contributed per unit.

   The required park impact fee is identified in the current City of Morgan Hill Fee Schedule as adopted by the City Council. Minimum requirements for payment of fees in lieu of park land dedication is established in Chapter 17.28 (Land Dedications and Reservations) in Title 17 (Subdivisions) of the Morgan Hill Municipal Code. The Community Development Director shall estimate the minimum park land dedication in-lieu fee for competing projects using the standards and formula in Chapter 17.28 (Land Dedications and Reservations). Minimum in-lieu fee estimates are prepared only for the purpose of awarding points for the RDCS competition. Actual in-lieu fee requirements will be determined at the time of subdivision approval and may be different from these estimates.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
1.	n/a		**N/A**	0
Sub total	Maximum points: 6	0	Maximum points: 6	0

Criteria 5-B: Excess Park Land

Standard: The project provides land for parks beyond the minimum City park land requirement.

2. Up to **5 points** may be awarded to projects with 16 or more units that provides land for parks beyond the minimum City park land requirement. The project may receive the total available points for Excess Park Land based on Table 29 (below).

TABLE 29: POINTS AVAILABLE FOR EXCESS PARK LAND	
Park Land Provided in Excess of Minimum City Requirement	Points (projects with 16 or more units)
10%	1
20%	2
30%	3
40%	4
50%	5

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Small and Micro Projects: Projects with up to 15 units (including custom lot) will automatically receive **5 points** without dedicating any park land.

To be eligible for points under this criteria, projects must comply with the following requirements and provide a detailed parkland exhibit:

• Park land must be either a) within the project boundaries; or b) adjacent to the project boundaries and owned or controlled by the project applicant.
• Land for parks shall be consistent with the City of Morgan Hill Parks, Facilities & Recreation Program Master Plan, the General Plan, and any other adopted City policy or ordinance concerning park and recreational facilities.
• Either: a) Dedicated park land shall be deeded to the City for public park purposes, or b) Private park land for use by residents shall be maintained by the home owners association or other similar maintenance entity.
• The calculation of park land may not include yards, court areas, setbacks and other open areas required by the Zoning Code, Building Code, or other City ordinances. Points may not be awarded to passive open space or landscape buffer areas deeded to a homeowners' association.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
2.a	Is this a Small or Micro project with up to 15 units. ☐ Yes		Is this a Small or Micro project with up to 15 units. ☐ Yes	
Sub total	Maximum points: 5	0	Maximum points: 5	0

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
2.b	n/a		**N/A**	0
Sub total	Maximum points: 7	0	Maximum points: 7	0

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Criteria 5-C: Agriculture Conservation or Open Space Easement

Standard: The project establishes an agriculture conservation easement consistent with the City's agriculture conservation easement policy or an open space easement.

3. **12 points** may be awarded to projects that establish an agricultural conservation easement consistent with the City's agricultural conservation easement policy or an open space easement. Points will only be awarded for one type of easement. A project may not receive points for establishing a second or third type of easement on the property. The project may receive the total available points for Easements based on Table 30 (below).

TABLE 30: POINTS FOR EASEMENTS	
Type of Easement	Points
Agricultural Conservation – Proposed easement is at least as large as the proposed parcel(s) being developed by the project and is at least ten acres in size when combined with other adjacent land that is used for agricultural purposes	12
Agricultural Conservation – Proposed easement is at least as large as 75% of the proposed parcel(s) being developed by the project and is at least ten acres in size when combined with other adjacent land that is used for agricultural purposes	9
Agricultural Conservation – Proposed easement is at least as large as 50% of the proposed parcel(s) being developed by the project and is at least five acres in size when combined with other adjacent land that is used for agricultural purposes	6
Agricultural Conservation – Proposed easement is at least as large as 25% of the proposed parcel(s) being developed by the project and is at least five acres in size when combined with other adjacent land that is used for agricultural purposes	3
Open Space– Proposed easement is at least as large as the proposed parcel(s) being developed by the project.	9
Open Space– Proposed easement is at least 75% as large as the proposed parcel(s) being developed by the project.	6
Open Space– Proposed easement is at least 50% as large as the proposed parcel(s) being developed by the project	3

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Agricultural Conservation Easement:
Establishment of an agricultural conservation easement shall occur in a manner consistent with Municipal Code Chapter 18.152 (Agricultural Lands Preservation Program). If a project is required to establish an agricultural conservation easement to mitigate the loss of agricultural land pursuant to Chapter 18.152, points may be awarded only for establishing an agriculture conservation easement beyond the minimum 1:1 mitigation ratio required by Chapter 18.152. To be eligible for points, an agricultural conservation easement must be established within the Morgan Hill Sphere of Influence (SOI) and accepted by a land conservation entity or agency. Proposed conservation easement sites not adjacent to agricultural lands that are already permanently protected by an agricultural conservation easement shall be a minimum of ten acres. Proposed conservation easements adjacent to lands that are already permanently protected by an agricultural conservation easement shall be at least as large as the parcel(s) being developed by the project as long as the aggregate sum is at least 10 acres.

Open Space Easement
To be eligible for points, an open space easement must be established within the Morgan Hill Sphere of Influence (SOI) and accepted by a land conservation entity or agency. The property subject to the easement must in a location to protect and/or preserve open space and natural resources as identified in the General Plan. Natural resources include but are not limited to agricultural lands, undeveloped open space, scenic hillsides, habitat for sensitive species, and riparian areas and aquatic habitat as defined in the General Plan Natural Resources and Environment Element. Land that is required to be set-aside for other reasons, such as project mitigation measure and required setbacks shall not be eligible to be counted as an open space easement or for points.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
3.	n/a		**N/A**	0
Sub total	Maximum points: 12	0	Maximum points: 12	0

Criteria 5-D: Agriculture Buffer

Standard: The project establishes an agriculture buffer easement.

4. **Four points** may be awarded to projects that establish an open space easement to provide a buffer between active agricultural operations that are adjacent to the proposed project and new development. City must determine that the agricultural buffer easement is needed in order to preserve the viability of the active agricultural operations and that the size and configuration of the buffer results in a minimum of 500 feet between active agricultural operations and the nearest new structure.

   When considering the adequacy of the buffer, the City will review the existing agricultural operation (size, type of crop and soil type) and potential land use conflicts that may be generated by the agricultural operation, such as chemical spray drift, noise, odor, dust and sediment and stormwater run-off. To be eligible for points, the applicant must demonstrate the adequacy of the buffer.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
4.	n/a		**N/A**	0
Sub total	Maximum points: 4	0	Maximum points: 4	0

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Criteria 5-E: Agriculture Preservation or Open Space Fund Contribution

Standard: The project contributes to the City's agriculture preservation or open space fund beyond the minimum requirement.

5. Up to **9 points** may be awarded to projects that contribute to the City's agricultural preservation and open space fund beyond the minimum requirement. If a project is required to pay an agricultural preservation in-lieu fee to mitigate the loss of agricultural land pursuant to Chapter 18.152, points may be awarded only for the amount of the contribution to the City's agriculture preservation fund in the amount that exceeds the required in-lieu fee. The project may receive the total available points for Agricultural Preservation or Open Space Fund Contribution based on Table 31 (below).

TABLE 31: POINTS AVAILABLE FOR AGRICULTURAL PRESERVATION OR OPENS SPACE FUND CONTRIBUTION	
Contribution Amount	Points
Single: $4,117.43 per unit*	4
Double: $8,234.86 per unit*	9
***This fee adjusts annually.**	

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
5.	n/a		**N/A**	0
Sub total	Maximum points: 9	0	Maximum points: 9	0

Criteria 5-F: On-Site Recreational Amenities

Standard: The project provides on-site recreational amenities to serve residents.

6. Up to **8 points** may be awarded to projects that incorporate on-site recreational amenities. The project may receive the total available points for On-site Recreational Amenities based on Table 32 (below).

TABLE 32: POINTS AVAILABLE FOR EACH AMENITY				
Project Size	Tier 1	Tier 2	Tier 3	Tier 4
1 to 15 units	6	8		
16 to 50 units	2	3	4	
51 to 100 units	1	2	3	4
101 to 150 units	0	1	2	3
151+ units	0	0	1	2
201+ units	0	0	1	1

NOTE: The written Scoring Instructions within the RDCS Competition Manual has an error. The allowable points are those reflected within Table 32.

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Small and Micro Projects: Projects with up to 15 units (including custom lot) with no usable common open space or shared recreational amenities will automatically receive **8 points** without providing on-site recreational amenities.

Recreational amenities eligible for points are divided into the four tiers as follows:

TIER 1 AMENITIES
• Shuffleboard • Horseshoes • Bowling green w/artificial turf • Passive recreation area and/or gardens • Passive water feature (e.g., fountain)in) • Picnic/barbeque area
TIER 2 AMENITIES
• Cabana or shade trellis area • Two picnic/barbeque areas • Clubhouse • Volleyball court and/or Bocce ball court • Outdoor racquetball/handball tilt-up wall • Dog Park (add one point more with dog wash station) • Sauna and/or Jacuzzi • Tree grove as approved by the community development director or designated staff. • Community garden plots (minimum one forty-eight-square-foot plot per each ten • ½ court basketball (one hoop) • Bridle paths • Bocce ball • Artificial turf putting green • Tot lots (age appropriate play equipment/minimum three activities; can be integrated in structure)
TIER 3 AMENITIES
• Softball field • Sports court and/or 2 1/2-court basketball courts (two hoops) • Restroom area • ½ scale soccer field • Tot lots (age appropriate play equipment/minimum five activities; can be integrated in structure) • Jacuzzi and separate child wading pool (for projects between twenty and fifty units • Tennis court • Recreation hall • Exercise room • Clubhouse w/ kitchen
FOUR POINT AMENITIES
Swimming Pool (for projects of 51 or more units zoned R-2, R-3, or higher density development)

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
6.a	Is this a Small or Micro project with up to 15 units. ☐ Yes		Is this a Small or Micro project with up to 15 units. ☐ Yes	
Sub total	Maximum points: 8	0	Maximum points: 8	0

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
6.b.	The project includes three shade trellis' (6 points) and two bbq/picnic areas (2 points)	8	**Project shall construct three separate shade trellis areas (6) plus two barbecue areas (2)**	8
Sub total	Maximum points: 8	8	Maximum points: 8	8

Criteria 5-G: Amenities for Age Groups

Standard: The project provides on-site social and recreational amenities for various age groups.

7. Up to **2 points** may be awarded to projects that provide on-site social and recreational amenities exclusively designed to meet the unique needs of all age groups, including children, teens, adults and seniors. **Each proposed amenity can only be counted for one age group. One point** will be awarded for projects that provide amenities appropriate for two age groups and **two points** will be awarded for amenities appropriate for all age groups.
Examples of amenities appropriate for different age groups include the following:
• Children: tot lots, children's wading pool
• Teens: Outdoor spaces for socializing, recreational equipment that provides physical challenge (e.g., skate park), indoor recreational amenities (pool tables, table tennis) that are highly attractive to teens
• Adults: Indoor gym, outdoor picnic/barbecue area
• Seniors: Walking paths, low-impact outdoor exercise equipment designed for seniors ("senior playgrounds")

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
7.	The project shall provide an area for teens to socialize (shade areas) and two picnic/BBQ areas (adults)	1	**Project shall provide shaded areas for teens to socialize and barbecue areas for adults.**	1
Sub total	Maximum points: 2	1	Maximum points: 2	1

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

Criteria 5-H: Public Gathering Places

Standard: The project provides publicly accessible outdoor gathering places and open space in higher density and more urban settings.

8. Up to **3 points** may be awarded to projects that provide one or more outdoor public gathering places, such as plazas, courtyards, and parks that exceed minimum City Requirements. Points awarded for the criteria are primarily intended for projects located Downtown or in other higher intensity areas with pedestrian activity originating outside of the proposed development. **One point** will be awarded for every $1,000.00 value of amenity per unit.

   To receive points, the public gathering place shall be open for use by the general public and must comply with the following standards:
   • **Location**: The public gathering places space must be located close to pedestrian activity, along streets, or where pathways intersect. Open spaces must support an integrated pedestrian network by providing on-site and off-site connections to the open space.
   • **Activity**: For public gathering places incorporated into mixed use development with ground commercial uses, the proposed public gathering place must be located along the edge of active ground-floor uses (e.g., retail or restaurants).
   • **Visibility and Access:** Plazas, courtyards, and other similar spaces must open to public sidewalks and building entrances to provide visibility and access opportunities along project frontages.
   • **Seating**: Usable open spaces must include well-designed seating, such as seat walls, free-standing elements, fixed and moveable seating, and other seating options.
   • **Year-Round Use**: Open space must be usable year-round with features such as awnings, wind breaks, and sun shades, umbrellas, or other similar features that provide shelter from the elements.

   To be eligible for points, the applicant must demonstrate compliance with the public gathering standards and provide a valuation estimate of the amenity per unit.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
8.	n/a		**N/A**	0
Sub total	Maximum points: 3	0	Maximum points: 3	0

Criteria 5-I: Proximity to Public Parks

Standard: The project is within walking distance of a public park or recreational facility.

9. Up to **3 points** may be awarded to projects that are located within walking distance of an existing City of Morgan Hill or Santa Clara County park with recreational amenities available for public use without charge. The distance to the park is measured as the lineal distance a pedestrian would walk, from the average center point of housing in a project to the nearest entrance point of the park. The project may receive the total available points for Proximity to Public Parks based on Table 33 (below).

TABLE 33: POINTS AVAILABLE FOR PROXIMITY TO PUBLIC PARKS	
Project Distance from Public Park	Points
Within three-quarters mile	1
Within one-half mile	2
Within one-quarter mile	3

To be eligible for points, the applicant must verify the lineal distance measured to the public park or recreational facility.

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
9.	Depot Street Park is <0.25 miles from project	3	**Depot Street Park is <0.25 miles from project**	3
Sub total	Maximum points: 3	3	Maximum points: 3	3

Criteria 5-J: Open Space Design and Outdoor Amenities

Standard: The project provides common open space and outdoor amenities that enhance project residents' quality of life and the overall project design quality.

10. Up to **10 points** may be awarded to projects that provide common open space and outdoor amenities. The project may receive the total available points for Open Space based on Table 34 (below). See the RDCS Manual for specific open space standards to qualify for points.

TABLE 34: POINTS AVAILABLE FOR OPEN SPACE	
Open Space	Points
Visibility	2
Adjacent Units	2
Existing Trees	1
Rear Yard Open Space	2
Backyard Improvements	2
Private Open Space-Attached Projects	3

Small and Micro Projects: Projects with up to 15 units (including custom lot) with no common open space will automatically receive **6 points**.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
10.a	Is this a Small or Micro project with up to 15 units. ☐ ☛es		Is this a Small or Micro project with up to 15 units. ☐ Yes	
Sub total	Maximum points: 6	0	Maximum points: 6	0

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
10.b	(1) Visibility: The courtyards are visible from living areas (two points), (2) Private Open Space: usable private open space for ground-floor units are provided for all town homes at least 25% above zoning district requirements (3 points). See Site Development Plan for further clarification.	5	**Project receives two points for visibility and three points for private open space.**	5
Sub total	Maximum points: 10	5	Maximum points: 10	5

Total Points Requested by the Applicant	Total Points Recommended by Staff
17	17

MAXIMUM POINTS: 29

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

6. ENVIRONMENTAL PROTECTION

Intent: Encourage protection of natural resource and promote the City's environmental sustainability goals.

Total Available Points: 54 points are available within this category (22 points maximum).

Criteria 6-A: Energy Efficiency

Standard: The project exceeds the minimum building energy efficiency required by the California Energy Code.

1. Up to **6 points** may be awarded to a project that shows a reduction in its energy budget compared to the standard design building, as calculated by Title 24, Part 6 Compliance Software certified by the California Energy Commission. The project may receive the total available points for building Energy Efficiency based on Table 36 (below). To be eligible for points, the project shall commit to points and demonstrate performance prior to issuance of a building permit.

TABLE 36: POINTS AVAILABLE FOR ENERGY EFFICIENCY	
Energy Efficiency Beyond Minimum Requirement	Points
5%	2
10%	4
15%	6

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
1.	The project will exceed Title 24 energy calculations by at least 10%.	4	**Project commits to 10% over minimum Title 24 calculations for 4 points.**	4
Sub total	Maximum points: 6	4	Maximum points: 6	4

Criteria 6-B: On-Site Solar Energy Generation

Standard: The project incorporates on-site solar energy generation systems to provide energy for on-site use.

2. Up to **10 points** may be awarded to projects that provide an on-site solar energy generation system. The project may receive the total available points for On-site Solar Energy based on Table 37 (below).

TABLE 37: POINTS AVAILABLE FOR ON-SITE SOLAR ENERGY	
Project's annual electrical energy cost provided from an on-site solar energy generation system	Points
60%	4
70%	6
80%	8
90%	10

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

Percentage of energy generated from on-site renewable sources must be demonstrated using a building energy performance simulation tool consistent with industry standards. To be eligible for points, the project shall commit to points and demonstrate performance prior to issuance of a building permit.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
2.	The project commits to roof-mounted and/or free-standing solar that will offset at least 60% of the project's needs.	4	**Project commits to on-site solar energy generation (60%)**	4
Sub total	Maximum points: 10	4	Maximum points: 10	4

Criteria 6-C: Indoor Water Use

Standard: The project exceeds the minimum indoor water efficiency and conservation requirements of the California Green Building Standards Code (CalGreen).

3. Up to **Four points** may be awarded to projects that exceed the minimum indoor water efficiency and conservation requirements. The project may receive the total available points for Indoor Water Efficiency based on Table 38 (below).

TABLE 38: POINTS AVAILABLE FOR INDOOR WATER EFFICIENCY AND CONSERVATION	
Water efficiency Beyond Minimum Requirement	Points
5%	2
10%	4

Applicants shall demonstrate attainment of water efficiency standards utilizing methods consistent with CalGreen and industry standards. To be eligible for points, the project shall commit to points and demonstrate performance prior to issuance of a building permit.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
3.	The project will be designed to exceed minimum indoor water efficiency and conservation requirements by 5% of the code requirements.	2	**Project commits to exceed minimum indoor water efficiency by 5% for 2 points**	2
Sub total	Maximum points: 4	2	Maximum points: 4	2

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

Criteria 6-D: Outdoor Water Use

Standard: The project reduces outdoor water use through water efficiency landscaping and irrigation.

4. Up to **Twelve points** may be awarded to projects that reduce outdoor water use. The project may receive the total available points for Outdoor Water Efficiency based on Table 39 (below).

TABLE 39: POINTS AVAILABLE FOR OUTDOOR WATER USE	
Standard	Points
a. Less than 50% of landscaped area contains natural turf	2
b. Project contains no natural turf outside common areas used for active play	4
c. Project exceeds outdoor water efficiency standards by 10%	2
d. Project exceeds outdoor water efficiency standards by 20%	4
e. Project exceeds outdoor water efficiency standards by 30%	6
f. Project installs subsurface irrigation for all natural turf areas	2

Outdoor water efficiency shall be calculated in accordance with Morgan Hill Municipal Code Chapter 18.148 (Water Conservation). Standards (a) and (b) and standards (c) and (d) are mutually exclusive; points for all other standards may be combined. To be eligible for points, the project shall commit to points and demonstrate performance prior to issuance of building permit.

Check the box(es) next to the letter below for project commitments. Points will update automatically.	**Points**
☑ a. Less than 50% of landscaped area contains natural turf. **(two points)**	2
☑ b. Project contains no natural turf outside common areas used for active play **(four points)**	4
☐ c. Project exceeds outdoor water efficiency standards by 10% **(two points)**	
☐ d. Project exceeds outdoor water efficiency standards by 20% **(four points)**	
☑ e. Project exceeds outdoor water efficiency standards by 30%. **(six points)**	6
☐ f. Project installs subsurface irrigation for all natural turf areas **(two points)**	

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
4.	The landsape design will comply with criteria 4a, 4b and 4e.	12	**Project commits to a, b and e for a total of 12 points**	12
total	Maximum points: 12	12	Maximum points: 12	12

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

Criteria 6-E: Sustainable Site and Building Design

Standard: The project incorporates sustainable building site design features beyond the minimum requirements of the California Green Building Standards Code (CalGreen).

5. Up to **22 points** may be awarded to projects that utilize the Build It Green Checklist to demonstrate that the project incorporates building site design features beyond the minimum requirements. The project may receive **1 point** for every 2 Build It Green Point (BIG) over the minimum required by Chapter 15.65 of the City of Morgan Hill Municipal Code .

   To be eligible for points, the project shall commit to points and demonstrate performance prior to issuance of a building permit.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
5.	n/a		**N/A**	0
Sub total	Maximum points: 22	0	Maximum points: 22	0

Total Points Requested by the Applicant	Total Points Recommended by Staff
22	22

MAXIMUM POINTS: 22

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

7. TRANSPORTATION

Intent: Support a balanced and efficient transportation system for pedestrians, cyclists, public transit, and automobiles that maintains quality of life in residential neighborhoods.

Total Available Points: 31 points are available within this category (15 points maximum).

Criteria 7-A: Bicycle and Pedestrian Improvements

Standard: The project constructs pedestrian and bicyclist improvements beyond the minimum requirement.

1. Up to **6 points** may be awarded to projects for the construction of improvements that **exceed** improvements normally required as a condition of approval for a subdivision map or other project permit. **One point** will be awarded for every $1,000.00 in improvements constructed per unit.

   The project must demonstrate that the bicycle improvements are consistent with the City of Morgan Hill Bikeway Master Plan. Types of bicycle improvements may include construction of bicycle paths, lanes, and routes; repair of existing facilities, installation of bicycle racks and lockers, and installation of way-finding signs.

   Types of pedestrian improvements may include installation of new sidewalks, enhanced street crossings, ADA-compliant curb ramps, mid-block crossings, traffic calming measures, and curb extensions.

   Points may be awarded for creative or innovative amenities that support bicycling and walking, including but not limited to secure indoor bicycle storage for each unit, shared bicycle repair facilities, and car sharing facilities.

   To be eligible for points, the applicant must demonstrate that proposed improvements exceed those normally required (verified by Public Works) and provide a valuation estimate of the improvements per unit.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
1.	n/a		**N/A**	0
Sub total	Maximum points: 6	0	Maximum points: 6	0

Small and Micro Projects: Projects with up to 15 units (including custom lot) will automatically receive **4 points** without constructing pedestrian and bicyclist improvements.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
1.b	Is this a Small or Micro project with up to 15 units. ☐ Yes		Is this a Small or Micro project with up to 15 units. ☐ Yes	
Sub total	Maximum points: 4	0	Maximum points: 4	0

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

Criteria 7-B: Transit Improvements

Standard: The project constructs bus stop or other bus transit improvements beyond the minimum

2. Up to **3 points** may be awarded to projects for the construction of improvements that **exceed** improvements normally required as a condition of approval for a subdivision map or other project permit. One point will be awarded for every $1,000.00 in improvements constructed per unit.

   Types of improvements eligible for points include bus shelters, benches, reinforced street sections or bus pullout areas, information signs and displays, enhanced pedestrian access, security enhancements, and landscaping. These improvements must be located on an approved or planned Valley Transportation Agency (VTA) transit route and accepted by the VTA for maintenance.

   To be eligible for points, a letter from the VTA must be submitted confirming VTA's acceptance and maintenance of the proposed bus stop. For planned bus routes, the VTA letter shall provide confirmation of the future bus route extension. This standard may apply to a bus stop constructed in the initial or previous phase that would serve subsequent phases of the same development. In addition, the applicant must provide a valuation estimate of the improvements per unit.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
2.	n/a		**N/A**	0
Sub total	Maximum points: 3	0	Maximum points: 3	0

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

Criteria 7-C: Off-Site Street and Parking Improvements or Fund Contribution

Standard: The project constructs and/or funds off-site street roadway improvements.

3. Up to **6 points** may be awarded to projects that provide for the dedication and/or improvement of extensions to existing streets and/or shared parking lots outside of the project boundaries. To be eligible for points improvements must be voluntary and not otherwise required by the City or any other public agency. **One point** will be awarded for every $1,000.00 in improvement per unit.

   To be eligible for points, the applicant must demonstrate that proposed improvements are voluntary and exceed those normally required (verified by City Engineer) and provide a valuation estimate of the improvements per unit.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
3.	Per the DDA (3.8.1 Depot Street), the project commits to six points.	6	**The project commits to comply with the criteria from this section.**	6
Sub total	Maximum points: 6	6	Maximum points: 6	6

Criteria 7-D: Transportation Demand Management

Standard: The project incorporates transportation demand management (TDM) measures

4. Up to **Five points** may be awarded to projects that contribute to or establish onsite TDM programs. The project may be eligible to receive the total available points for TDM Programs based on Table 41

TABLE 41: POINTS AVAILABLE FOR TRANSPORTATION DEMAND MANAGEMENT MEASURES	
Building Design Feature and Construction Method	Points
a. The project contributes to the City's transportation fund to be used to provide city-wide TDM programs	1 per $1,000 contributed per unit, up to 2
b. For rental projects, a TDM program will be maintained for the life of the project incorporating identified TDM measures	1
c. For rental projects, the project incorporates three or more TDM measures	2

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

4.a To be eligible for points, the applicant must commit to contribute $1,000 in funds per unit. **One point** will be awarded for every $1,000.00 contributed per unit, up to **Two points**.

	Applicant's Answers		Staff Comments	
4.a	Comment	Pts	Comment	Pts
	n/a		**N/A**	0
Sub total	Maximum points: 2	0	Maximum points: 2	0

	Applicant's Answers		Staff Comments	
4.b	Comment	Pts	Comment	Pts
	n/a		**N/A**	0
Sub total	Maximum points: 1	0	Maximum points: 2	0

4.c To be eligible for points, TDM measure must be in excess of those required as environmental mitigation and may not be used to receive points under other competition criteria. Rental projects may receive one point for committing to maintain a TDM program for the life of the project.

For rental projects, the project commits to establish a TDM program that incorporates three or more of the identified TDM measures. Check the box(es) next to the letter below for project commitments. Points will update automatically.	**Points**
☐ a. Free transit passes for residents.	
☐ b. Free car share membership for residents	
☐ c. On-site cargo bicycle available for residents' use	
☐ d. Operation of dedicated shuttle service during the peak period to a rail station	
☐ e. Operation of a commute assistance center, offering on site, one stop shopping for transit and commute alternatives information.	
☐ f. Installation of shared office facilities for the use of residents to facilitate telecommuting and home-based employment. high bandwidth connections in employees' homes to the Internet to facilitate home telecommuting.	
☐ g. Other similar measures as approved by the Planning Commission.	

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PROJECT EVALUATION

	Applicant's Answers		Staff Comments	
4.c	Comment	Pts	Comment	Pts
	n/a	0	**N/A**	0
total	Maximum points: 2	FALSE	Maximum points: 2	0

Criteria 7-E: Connections to Adjacent Property

Standard: The project maximizes connections to adjacent property for vehicles, bicyclists, and pedestrians.

5. Up to **3 points** may be awarded to projects that maximize connections to adjacent property. The project may be eligible to receive the total available points for Connections to Adjacent Property based on Table 42 (below).

TABLE 42: POINTS AVAILABLE FOR CONNECTIONS TO ADJACENT PROPERTY	
Connection to Adjacent Property	Points
a. For projects abutting developed land, the project aligns and connects streets intersecting the project boundary with all adjoining streets.	1
b. For projects abutting undeveloped land, the project extends streets to the adjoining undeveloped land to provide access to undeveloped land in the event of its future development.	1
c. The project provides 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. This is intended to implement Policy No. P2-4 "Encourage public accessibility of new privately-owned and developed parks through the RDCS process" from the Bikeways, Trails, Parks and Recreation Master Plan, as well as GP Policy CNF-11.5 Outside Connections and Policy CNF-11.6 Open Space Connections.	1

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

	Applicant's Answers		Staff Comments	
5.	Comment	Pts	Comment	Pts
a.	The northerly entrance aligns with 5th Street; the southerly entrance aligns with the new Depot Street knuckle (leg one and two).	1	**The project complies with the criteria in this section.**	1
b.	The northerly terminus of the private drive aisle stubs to the common property line between the project and CMH parking lot, which share the same CBD designation. In the event of re-development of the parking lot, that project will have the ability to conform to the project improvements.	1	**The project complies with the criteria in this section.**	1
c.	As part of the re-alignment of Depot Street and re-striping of the CCC parking lot, a publicly-accessible pedestrian path will be constructed to connect the Depot knuckle to Dunne.	1	**The project complies with the criteria in this section.**	1
Sub total	Maximum points: 3	3	Maximum points: 3	3

Small and Micro Projects: Projects with up to 15 units (including custom lot) will automatically receive **4 points** for Criteria 7-E above.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
5.	Is this a Small or Micro project with up to 15 units. ☐ Yes	0	Is this a Small or Micro project with up to 15 units. ☐ Yes	0
Sub total	Maximum points: 4	0	Maximum points: 4	0

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

Criteria 7-F: Internal Connections

Standard: The project maximizes internal connections within the project with minimal physical barriers that provide continuous, safe, and convenient travel for vehicles, bicyclists, and pedestrians.

6. Up to **4 points** may be awarded to projects that incorporates internal connections. The project may receive the total available points for Internal Connections based on Table 43 (below).

TABLE 43: POINTS AVAILABLE FOR INTERNAL CONNECTIONS	
Connection to Adjacent Property	Points
a. The project incorporates two or more design elements of "complete streets" that meet the needs of multiple users, including motorists, bicyclists, pedestrians, transit users, and persons of different physical capabilities.	1
b. The project incorporates enhanced bicycle and pedestrian improvements such as bicycle storage facilities, traffic calming measures, intersection crossings, and wayfinding signage. One improvement is required for one point.	1
c. The project provides direct pedestrian connections with minimal physical barriers from all units to common open space, recreational facilities, and other project amenities.	1
d. The project incorporates 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.	1

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

	Applicant's Answers		Staff Comments	
6.	Comment	Pts	Comment	Pts
a.	n/a		**N/A**	0
b.	n/a		**N/A**	0
c.	The project includes sidewalk connections from each unit to either a common open space or public sidewalk, which leads to common open spaces or public parks	1	**The project complies with the criteria in this section.**	1
d.	The project entrances include narrow lanes (10') with center medians; curb returns are kept to a minimum and guest parking areas are concentrated to the north or south of the project to minimize vehicle back out movements.	1	**The project complies with the criteria in this section.**	1
Sub total	Maximum points: 4	2	Maximum points: 4	2

Small and Micro Projects: Projects with up to 15 units (including custom lot) will automatically receive **4 points** for Criteria 7-F above.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
6.	Is this a Small or Micro project with up to 15 units. ☐ Yes		Is this a Small or Micro project with up to 15 units. ☐ Yes	
Sub total	Maximum points: 4	0	Maximum points: 4	0

Criteria 7-G: Electric Vehicle Charging Stations

Standard: The project provides electric vehicle charging stations beyond minimum requirements.

7. Up to **4 points** may be awarded to projects that provide publicly available charging stations. To be eligible for points, the applicant must commit to install all connections and equipment necessary for the charging stations to be ready to use by residents and visitors upon project completion. **One point** will be awarded for each charging station.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
7.	EV charging stations are located throughout the project	4	**The project complies with the criteria in this section.**	4
Sub total	Maximum points: 4	4	Maximum points: 4	4

Total Points Requested by the Applicant	Total Points Recommended by Staff
15	15

MAXIMUM POINTS:15

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

8. MUNICIPAL INFRASTRUCTURE

Intent: Encourage the efficient use of public infrastructure and services.

Total Available Points: 18 points are available within this category (10 points maximum).

Criteria 8-A: Water Infrastructure

Standard: The project constructs off-site water infrastructure improvements beyond minimum requirements.

1. Up to **3 points** may be awarded to projects for the construction of off-site water improvements consistent with the City's Infrastructure Master Plan, approved by the City Engineer, and constructed consistent with the City's standard specification for water infrastructure improvements. **One point** will be awarded for every $1,000.00 in improvements constructed per unit.

   To be eligible for points, the applicant must demonstrate that proposed improvements exceed the minimum requirements (verified by City Engineer) and provide a valuation estimate of the improvements per unit.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
1.	Per the DDA (3.8.1 Depot Street), the project commits to one point.	1	**The project complies with the criteria in this section.**	1
Sub total	Maximum points: 3	1	Maximum points: 3	1

Criteria 8-B: Wastewater Infrastructure

Standard: The project constructs off-site wastewater infrastructure improvements beyond minimum requirements.

2. Up to **3 points** may be awarded to projects that provide off-site extensions or replacement of wastewater collection pipes and lift stations beyond minimum requirements. **One point** will be awarded for every $1,000.00 in improvements constructed per unit.

   To be eligible for points, the applicant must demonstrate that proposed improvements are consistent with the City's Infrastructure Master Plan and constructed consistent with the City's standard specification for water infrastructure improvements and will exceed the minimum requirements (verified by City Engineer). A valuation estimate of the improvements per unit shall be provided.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
2.	Per the DDA (3.8.1 Depot Street), the project commits to one point.	1	**The project complies with the criteria in this section.**	1
Sub total	Maximum points: 3	1	Maximum points: 3	1

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

Criteria 8-C: Storm Water Infrastructure

Standard: The project utilizes low impact development (LID) techniques and/or constructs storm water improvements beyond minimum requirements.

3. Up to **3 points** may be awarded to projects that demonstrate that the LID techniques specifically proposed will result in water quality and flood control benefits to the project site and community. Projects shall show the location and preliminary dimensions/outline of the stormwater facility in their RDCS plan submittal. A stormwater note will not be acceptable. The project may be eligible to receive the total available points for Storm Water Infrastructure based on Table 46 (below).

TABLE 46: POINTS AVAILABLE FOR STORM WATER INFRASTRUCTURE	
Standard	Points
The project provides off-site stormwater infrastructure improvements beyond minimum requirements.	1 point for $1,000 in improvements constructed

	Applicant's Answers		Staff Comments	
3.	Comment	Pts	Comment	Pts
	n/a		**N/A**	0
Sub total	Maximum points: 3	0	Maximum points: 3	0

Criteria 8-D: Infrastructure and Services Fund Contribution

Standard: The project contributes water, sewer, storm drain funds greater than the minimum required.

4. Up to **Three points** may be awarded to projects that contribute to the City's infrastructure and Services Fund. To be eligible for points, the applicant must commit to contribute $1,000 in funds per unit. One point will be awarded for every $1,000 contributed per unit, up to **Three points**.

	Applicant's Answers		Staff Comments	
4	Comment	Pts	Comment	Pts
	n/a		**N/A**	0
total	Maximum points: 3	0	Maximum points: 3	0

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

Criteria 8-E: Broadband Connectivity

Standard: The project provides advanced broadband connectivity.

5. Up to **6 points** may be awarded to projects that provide Broadband Connectivity (minimum download speeds of 25 Mbps). Projects must install conduit each with at least two pull cables of sufficient size and quality to accommodate multiple future broadband providers in all the public right-of-ways fronting the project site. At least one conduit shall remain empty and reserved for use by a potential future broadband service provider. Points for providing broadband service from a competitive telecommunications company may not be combined with points for installing conduit pathways within the right-of-way, from the right-of-way to buildings, and within buildings. The RDCS submittal shall provide a schematic location of the broadband conduit. A note demonstrating broadband compliance will not be acceptable. The project may be eligible to receive the total available points for Broadband Connectivity based on Table 47 (below).

TABLE 47: POINTS AVAILABLE FOR COMMUNICATION TECHNOLOGY	
Standard	Points
a. The project installs broadband conduit in the public right-of way.	2
b. The project installs broadband conduit from the public right-of-way to each home or occupied building in the project.	1
c. The project pre-installs indoor conduit, wiring and other necessary infrastructure so that broadband service may be provided to each unit.	1
d. The project provides primary broadband service to each unit from a competitive telecommunications company (i.e., a company other than Frontier or Charter)	6

	Applicant's Answers		Staff Comments	
5.	Comment	Pts	Comment	Pts
a.	Broadband conduit will be included within the re-aligned Depot Street public r/w. (see attached exhibit)	2	**The project complies with the criteria in this section.**	2
b.	Per the attached exhibit, broadband conduit laterals will be installed to each building.	1	**The project complies with the criteria in this section.**	1
c.	Per the attached exhibit, each unit will include conduit for future broadband service.	1	**The project complies with the criteria in this section.**	1
d.	n/a			
Sub total	Maximum points: 6	4	Maximum points: 6	4

Total Points Requested by the Applicant	Total Points Recommended by Staff
6	6

MAXIMUM POINTS:10

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

9. PROJECT QUALITY

Intent: Encourage exceptional project design at the neighborhood, site, and building scale.

Total Available Points: 55 points are available within this category (35 points maximum).

Criteria 9-A: Exterior Building Design

Standard: Exterior architectural elements support walkable and attractive neighborhoods.

1. Up to **12 points** may be awarded to attached projects and **13 points** may be awarded to detached projects for Exterior Building Design. The project may be eligible to receive the total available points for Building Design Features based on Table 49 (below).

TABLE 49: POINTS AVAILABLE FOR EXTERIOR DESIGN

Building Design Features	Points
a. **Front Porches.** A minimum of 50 percent of homes facing a street or common interior courtyard 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. Multi-family projects may earn points if 50 percent of ground floor units with exterior entrances include a porch.	1 attached 3 detached
b. **Balconies Facing Street or Courtyard.** A minimum of 25 percent of homes facing a street or common interior courtyard include a balcony overlooking a public 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. Multi-family projects may earn points if 25 percent of upper floor units facing a street or common interior courtyard include a balcony.	1
c. **Balconies Facing Alleys.** A minimum of 25 percent of homes abutting a shared alley include a balcony overlooking the alley, parking area, or drive aisle. Multi-family projects may earn points if 25 percent of upper floor units facing an alley, parking area, or drive aisle include a balcony.	1
d. **Façade Articulation and Finishes**. Front building facades feature finishes to break up blank, flat walls, including but not limited to windows, shutters, awnings, balconies, bay windows, and stone enhancements.	1 attached 3 detached
e. **360-degree Architecture.** The project features full and consistent articulation and design detail on all building facades.	1 attached 3 detached
f. **Corner Treatments**. For projects where the side or rear of a home faces a street or common courtyard street, the project incorporates facade feature finishes, including but not limited to window, shutters, awning, balconies, bay windows, and some enhancements.	1

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

g. **Multi-family Ground Level Entrances.** For multi-family residences, the project provides as many private, exterior ground-level entries to individual units as possible.	1
h. **Individual Residences – Attached Projects**. Large buildings are architecturally subdivided so that they appear as individual residences or small groups of units. Buildings incorporate features such as window bays, balconies, porches and entrance vestibules, varied color schemes, and individual roof volumes to define individual units.	4
i. **Residential-Scale Design Elements – Attached Projects.** Buildings 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.	1

	Applicant's Answers		Staff Comments	
1.	Comment	Pts	Comment	Pts
a.	Homes have been designed with a front porch with minimum footprint of 6 feet by 5 feet	1	**Project meets stated requirements.**	1
b.	More than 25% of homes have been designed with balconies that face onto a street or interior courtyard	1	**Project meets stated requirements.**	1
c.	More than 25% of homes have been designed with balconies that overlook the alley and/ or drive aisle	1	**Project meets stated requirements.**	1
d.	Front building facades are broken up with decks, porches, architectural projections, metal awnings at entry ways and brick veneer.	1	**Project meets stated requirements.**	1
e.	Project features full and consistent articulation and design detail on all building facades.	1	**Project meets stated requirements.**	1
f.	Project features wrapped porches as well as side-entry homes to create welcoming and visual interest along the streetscape.	1	**Project meets stated requirements.**	1
g.	n/a		**N/A**	0

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

h.	Building architecture has been designed such that each residence appears as its own. This is done by the use of building articulation, balconies, color schemes and façade materials.	4	**Project meets stated requirements.**	4
i.	Buildings incorporate design details such as brick porch columns, decks, metail awnings at entry doors and façade material changes with stucco and horizontal siding. The use of these materials and details provide residential scale and break up the building mass.	1	**Project meets stated requirements.**	1
Sub total	Maximum points: 13	11	Maximum points: 13	11

Criteria 9-B: Building Placement and Massing

Standard: The placement of buildings on lots, orientation of units to the street, and configuration of building height and volume supports a high-quality design environment.

2. Up to **15 points** may be awarded to attached projects and **12 points** may be awarded to detached projects for building placement and massing. The project may be eligible to receive the total available points for Building Placement and Massing Features based on Table 50 (below).

TABLE 50: POINTS AVAILABLE FOR BUILDING PLACEMENT AND MASSING	
Building Placement and Massing Features	Points
a. **Entrance Orientation – Collector and Residential Streets.** The primary entrance of homes face streets along the project perimeter for projects: • Fronting an existing residential or collector street; or • Located Downtown or in the Monterey Road corridor.	2
b. **Entrance Orientation – Single-Family Detached Projects/Arterial Streets.** The primary entrances of detached single-family homes outside of Downtown or the Monterey Road corridor do not face an arterial street. Project perimeters along arterial streets feature landscaping, fences, walls, and other improvements that create visual interest and support a pedestrian-friendly environment.	2
c. **Variation in Building Height.** The project incorporates variation in building heights to minimize monotony.	2
d. **Variation in Building Placement.** The project incorporates variation in building front setbacks and placement on lots to minimize monotony.	2
e. **Roof Line Variation.** Variation in roof lines through changes in roof height provides breaks in building massing..	2
f. **Upper Floor Set Back – Detached Homes.** A minimum of 50 percent of detached single-family homes feature second stories stepped back a minimum of 10 feet from the street-facing ground floor building wall.	2
g. **Upper Floor Set Back – Attached Homes.** Upper floors of attached housing types facing a street are stepped back a minimum of 10 feet from the street-lower floor building wall.	1

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

h. **Height and Project Edge – Attached Projects.** The project minimizes building heights along the project edge and locates larger buildings towards the interior of the site.	1
i. **Separate Structures – Attached Projects.** Large projects divide units into multiple separate structures. Maximum number of units per structure is as follows: • Attached single-family (townhomes): 5 units maximum per structure • Multi-family: 10 units maximum per structure	4
j. **Adjacent Building Types– Attached Projects.** The project matches building types along project edge with adjacent land that is developed to its ultimate potential use according to the General Plan or applicable zoning. For example, the project locates detached single-family homes along the project perimeter when facing existing detached single-family homes in an area zoned for detached single-family homes.	1

	Applicant's Answers		Staff Comments	
2.	Comment	Pts	Comment	Pts
a.	Of the 49 total units, 36 face either Depot Street or East Dunne Ave. For the balance, four town home units face common open space and the nine condominium flats face either common open space or the CCC.	2	**Project meets stated requirements.**	2
b.	n/a		**N/A**	0
c.	n/a		**N/A**	0
d.	n/a		**N/A**	0
e.	Project incorporates variation in roof ridge/ overall roof height as well as variation in eave height with use roof eaves and parapets at varying heights.	2	**Project meets stated requirements.**	2
f.	n/a		**N/A**	0
g.	n/a		**N/A**	0

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

h.	n/a		**N/A**	0
i.	n/a		**N/A**	0
j.	Unit types and massing for the southern most building reflect the existing community opposite East Dunne Avenue (town homes facing town homes).	1	**Project meets stated requirements.**	1
Sub total	Maximum points: 15	5	Maximum points: 15	5

Criteria 9-C: Site Improvements

Standard: Landscaping and other site improvements contribute to a high-quality design environment.

3. Up to **7 points** may be awarded to projects that provide landscaping and other site improvements. The project may be eligible to receive the total available points for Site Improvements based on Table 51 (below).

TABLE 51: POINTS AVAILABLE FOR SITE IMPROVEMENTS	
Site Improvements	Points
a. **Landscaping – Parkway Design.** The project provides a landscape parkway along the street 50 percent wider than the minimum required for the street type. Street trees and pedestrian-scale lighting within or adjacent to the parkway exceed minimum requirements. For private streets with no minimum parkway standard, projects may receive points for exceed the width of an equivalent public street standard.	2
b. **Landscaping – Visual Relief.** Landscaping is placed and designed to minimize the appearance of building bulk and mass.	1
c. **Exterior Lighting.** Exterior lighting fixtures are architecturally integrated with the primary building's design, style, material, and colors.	1
d. **Entrance Pathways.** The project provides a direct pathway connection from a public sidewalk to the primary entrance of each unit or building adjacent to the sidewalk. For buildings and units oriented towards interior common open space, points may be awarded if direct pathway connection is provided from the open space to each unit or building facing the open space.	1
e. **Public/Private Transitions.** The project includes 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.	1
f. **Mechanical Equipment.** All mechanical equipment is screened from the public right-of-way and common areas enclosed within an architecturally compatible structure. Equipment closures are screened through landscaping.	1

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

	Applicant's Answers		Staff Comments	
3.	Comment	Pts	Comment	Pts
a.	n/a		**N/A**	0
b.	Trees are located periodically between town home units to break up the building mass and to frame individual units from the street. The front yard trees, along with the proposed street trees, support a pedestrian-friendly environment by providing shade and an inviting walking environment.	1	**Project meets stated requirements.**	1
c.	Exterior lighting fixtures are integrated into the building design and style.	1	**Project meets stated requirements.**	1
d.	n/a		**N/A**	0
e.	All town home entrances require a higher finished floor elevation than the porches, which requires steps.	1	**Project meets stated requirements.**	1
f.	All mechanical equipment will be screened from view with architecturally compatible structures.	1	**Project meets stated requirements.**	1
Sub total	Maximum points: 7	4	Maximum points: 7	4

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

Criteria 9-D: Vehicle Parking and Access

Standard: The project minimizes visual impacts from on-site vehicle access and parking facilities.

2. Up to **11 points** may be awarded to projects that minimize visual impact from on-site parking. The project may be eligible to receive the total available points for Vehicle Parking and Access based on Table 52 (below).

TABLE 52: POINTS AVAILABLE FOR VEHICLE PARKING AND ACCESS

Vehicle Parking and Access Features	Points
a. **Garage Door Orientation.** Garage doors do 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.	3
b. **Garage Door Design – Minimizing Visual Dominance.** For garage doors that face the front street, garage doors and entrances are designed to be visually subservient to other building elements through methods such as increasing garage door setbacks, incorporating greenery within the driveway, and other methods.	1
c. **Garage Door Design - Detailing.** Garage doors feature windows or architectural detailing consistent with the main dwelling.	1
d. **Garage Configuration.** No more than 50 percent of single-family homes feature an identical garage configuration. Garage configuration may include front loaded attached, front loaded detached, side loaded, and rear loaded garages.	1
e. **Parking – Attached Projects.** The project locates 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 is not located between a building and any public sidewalk or street.	1
f. **Screening.** Parking visible from a public street is screened with fences, walls, and/or landscaping.	1
g. **Setback Areas.** For detached single-family projects, paved areas and hard surface for vehicle access and parking occupies not more than 50 percent of the front and street-side setback area.	1
h. **Pavement Design.** Areas for vehicle parking and circulation feature paving finishes such as stone, brick, and colored and textured concrete that complement the architectural style of buildings.	2

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

	Applicant's Answers		Staff Comments	
4.	Comment	Pts	Comment	Pts
a.	Garage doors face the rear of the site wherever possible. In other instances, garage doors are recessed, screened or blocked from public spaces	3	**Project meets stated requirements.**	3
b.	n/a		**N/A**	0
c.	Garage door detailing is consistent with architectural styling	1	**Project meets stated requirements.**	1
d.	n/a		**N/A**	0
e.	Parking bays are located toward the rear of the project and are screened from view by either buildings of landscaping.	1	**Project meets stated requirements.**	1
f.	Parking bays that may be visible from the public right of way are screened with existing trees, new landscaping, project amenities or a combination.	1	**Project meets stated requirements.**	1
g.	n/a		**N/A**	0
h.	Enhanced pavement design is included at the project entrances and the majority of the parking bays.	1	**Project meets stated requirements.**	1
Sub total	Maximum points: 11	7	Maximum points: 11	7

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

Criteria 9-E: Public Art

Standard: The project incorporates public art to create a livable and visually stimulating environment.

5. Up to **Three points** may be awarded to projects that incorporate public art into a project. To be eligible for points, the applicant must commit to contribute $1,000 in artwork funds per unit.

   Artwork costs include all costs associated with the selection, acquisition, purchase, commissioning, design, fabrication, placement, installation, or exhibition of the public art. Public art may include sculpture, murals, photography and original works of graphic art, earthworks, fiber works, waterworks, neon, glass, mosaics, or any combination of forms of media, furnishing or fixtures permanently affixed to the building or its grounds, and may include architectural features of the building or elements of landscape design. The creator of public art shall be a practitioner in the visual arts who is not a member of the project engineering, architecture or landscape architecture firm. **One point** will be awarded for every $1,000 contributed in artwork funds per unit, up to **Three points**.

	Applicant's Answers		Staff Comments	
	Comment	Pts	Comment	Pts
	n/a		**N/A**	0
total	Maximum points: 3	0	Maximum points: 3	0

Criteria 9-F: Smart Homes

Standard: The project accommodates or provides home automation devices that are connected to and controlled through a digital network.

6. Up to **4 points** may be awarded to projects that provide home automation/smart homes. The project may be eligible to receive the total available points for Smart Homes based on Table 53 (below).

TABLE 53: POINTS AVAILABLE FOR SMART HOMES	
Standard	Points
a. The project installs home automation devices within units.	1 point for $1,000 in device value per unit
b. The project installs home automation devices within units that reduce energy consumptions, such as devices that automatically adjust lighting, heating, and air conditioning.	1 point for $1,000 in device value per unit

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

PROJECT EVALUATION

	Applicant's Answers		Staff Comments	
6.	Comment	Pts	Comment	Pts
a.	Each home will include automation devices equal to at least $1,000 per unit.	1	**Project to install home automation devices within the unit for $1,000 in device value per unit for 1 point.**	1
b.	n/a		**N/A**	0
Sub total	Maximum points: 4	1	Maximum points: 4	1
	Total Points Requested by the Applicant		Total Points Recommended by Staff	
	28		28	

MAXIMUM POINTS: 35

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

File Number: RDCS2018-0002

Scoring Summary for RDCS Project Competition Points Requested

CATEGORY	MAXIMUM POSSIBLE SCORE	APPLICANT'S POINT REQUEST	STAFF'S POINT RECOMMENDATION	FINAL SCORE
1. Schools	10	6	6	6
2. Location	22	22	22	22
3. Affordable	34	30	30	30
4. Housing Diversity	23	18	18	18
5. Parks & Open Space	29	17	17	17
6. Environmental Protection	22	22	22	22
7. Transportation	15	15	15	15
8. Municipal Infrastructure	10	6	6	6
9. Project Quality	35	28	28	28
GRAND TOTAL	**200**	**164**	**164**	**164**

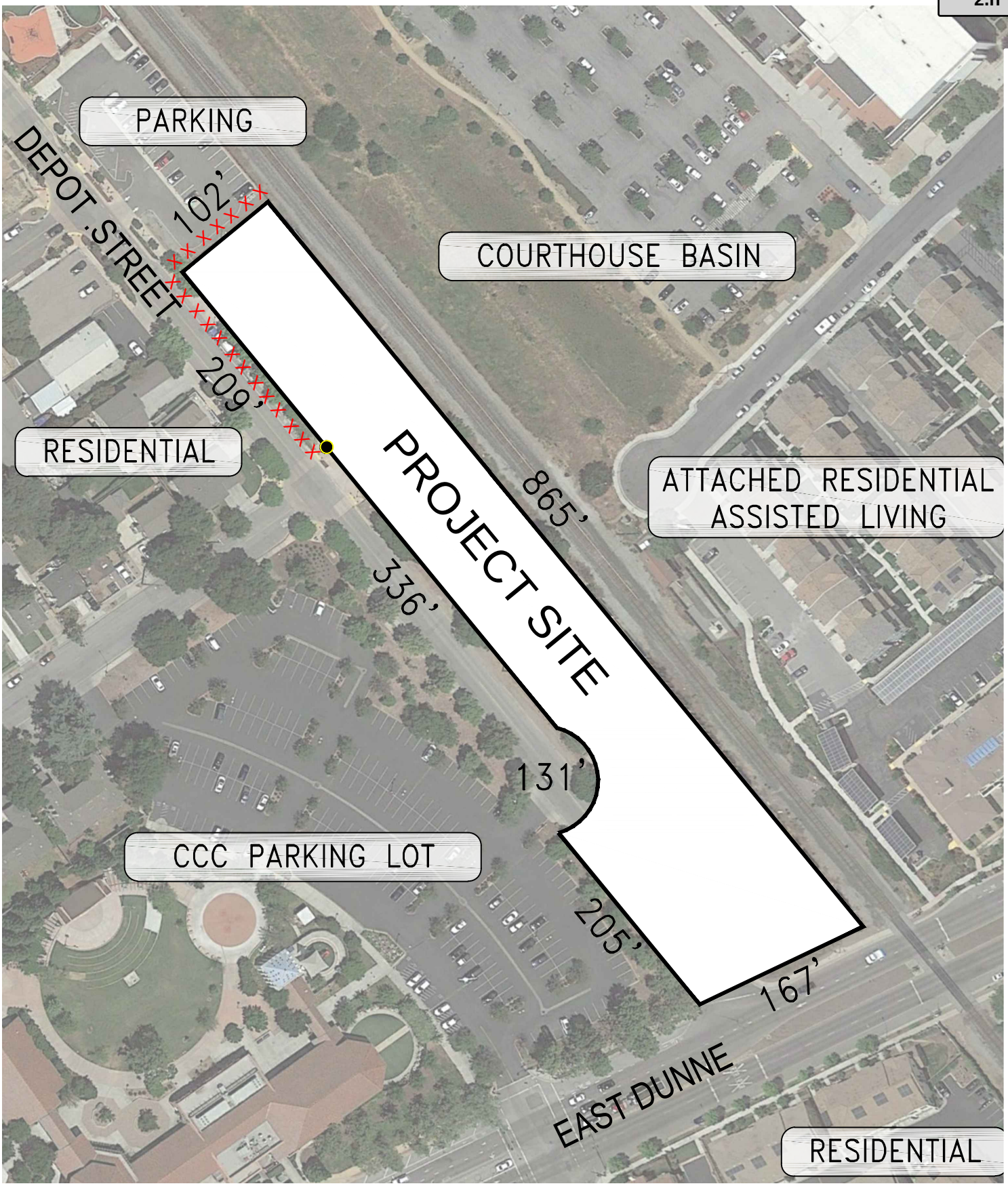
Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)

ESTIMATED RDCS CONTRIBUTIONS

These are estimated RDCS voluntary contributions and/or improvements committed to by the project.

Criteria	Commitment	Estimated Cost (Per Unit)
1. SCHOOLS		
1-C	Student Transportation Improvements	**$1,000**
3. AFFORDABLE HOUSING		
2	Affordable Housing Fund Contribution	**$2,772**
5. PARKS AND OPEN SPACE		
5-A	Park Fund Contribution	**None**
5-D	Agriculture Preservation or Open Space Fund Contribution	**None**
TRANSPORTATION		
7-A	Bicycle and Pedestrian Improvements	**None**
7-B	Transit Improvements	**None**
7-C	Off-Site Street and Parking Improvements or Fund Contribution	**$6,000**
7-D	Transportation Demand Management	**None**
MUNICIPAL INFRASTRUCTURE		
8-A	Water Infrastructure	**$1,000**
8-B	Wastewater Infrastructure	**$1,000**
8-C	Storm Water Infrastructure	**None**
8-D	Infrastructure and Services Fund Contribution	**None**
PROJECT QUALITY		
9-E	Public Art	**None**
	TOTAL	**$11,772**

Attachment: RDCS Narrative (Team SCORING) (2146 : RDCS/DA Depot Latala)



HALE LUMBER
RDCS EXHIBIT
ADJACENT DEVELOPMENT (2C)

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162016-1001

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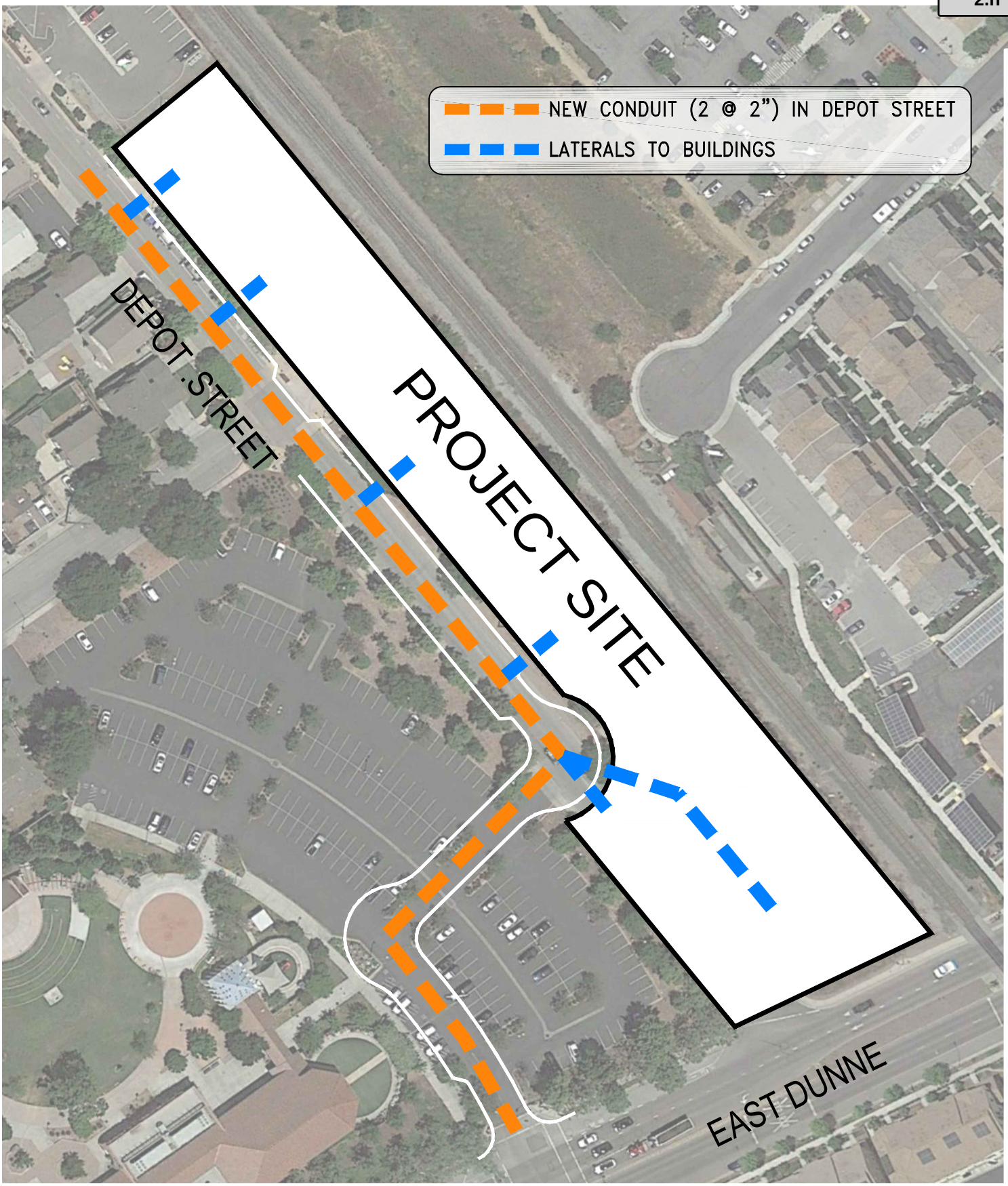
NO

Attachment: RDCS Exhibits (2146 : RDCS/DA Depot Latala)



HALE LUMBER
RDCS EXHIBIT
BROADBAND CONNECTIVITY (8E)

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RDCS EXHIBIT
PROXIMITY TO DAILY NEEDS (2D)

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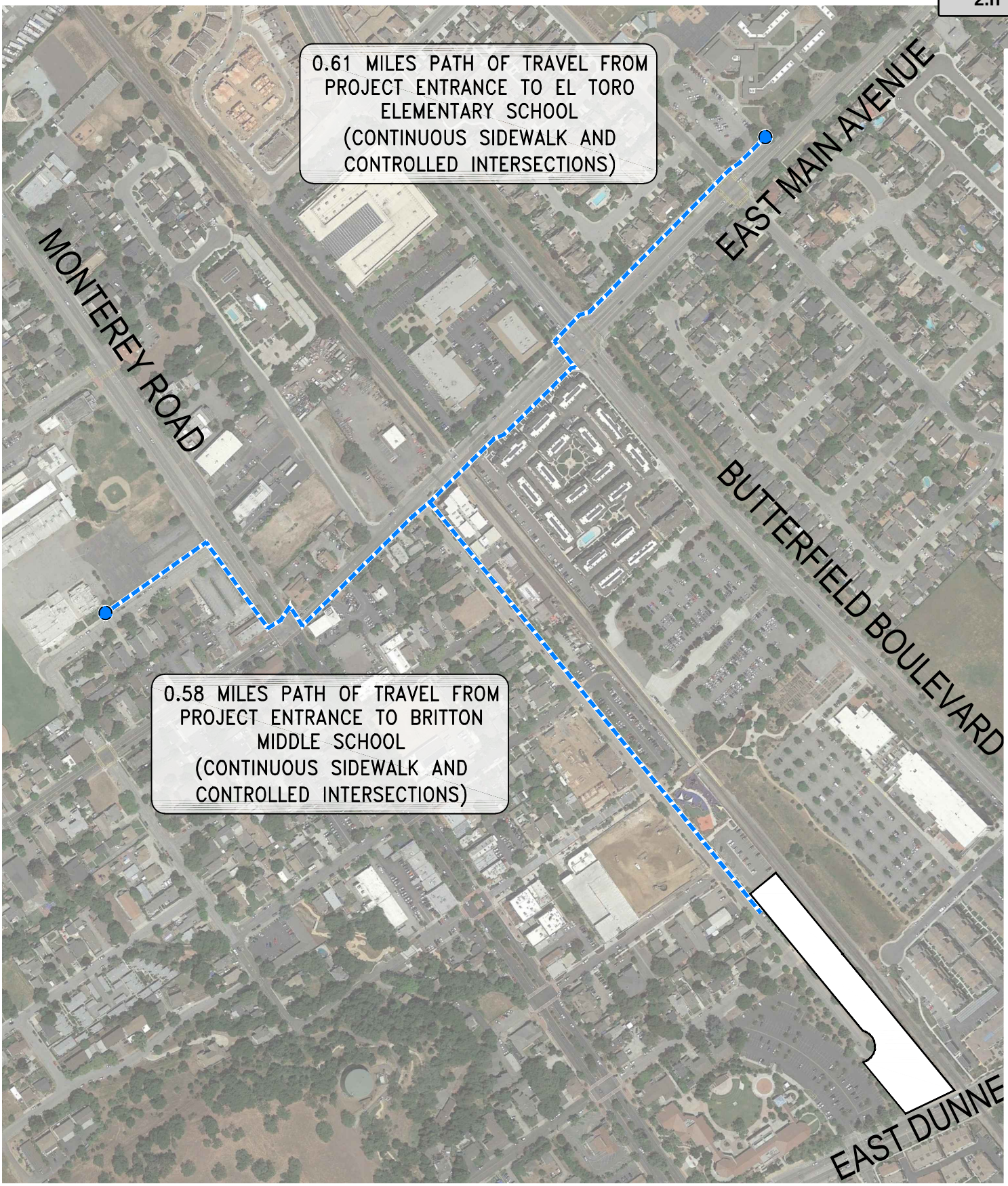
Attachment: RDCS Exhibits (2146 : RDCS/DA Depot Latala)



HALE LUMBER
RDCS EXHIBIT
SCHOOL PROXIMITY (1A)

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1" = 400'

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RDCS EXHIBIT
PARK PROXIMITY (5I)

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NO

Attachment: RDCS Exhibits (2146 : RDCS/DA Depot Latala)

Job Number: 162016-1
Date of Preparation: 08-13-2018

DRAFT

Order of Magnitude Cost Analysis
Hale Lumber/Community Center
COMMUNITY CENTER SURFACE IMPROVEMENTS
Morgan Hill, CA
August 13, 2018

Revision Date	Revision Description

**It is the responsibility of the user of this document to confirm, to their own satisfaction, all quantities, assumptions, and unit pricing.
In providing this Representative Cost Study, the user understands that the Design Professional has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that the Design Professional is not a Professional Cost Estimator.
The Design Professional makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.
It is the user's responsibility to review all unit prices and make changes as the user sees fit to reflect the actual market prices the user is experiencing and to reflect the Client's method of operation.**

This document shall be considered incomplete unless accompanied by all sheets, including notes.

SUMMARY

A.	GRADING	$7,232
B.	PAVING & CONCRETE	$45,195
C.	STORM DRAIN	$5,000
F.	MISCELLANEOUS	$101,660
	Sub-Total Improvements:	$159,087
	20% (contingency)	31,817
	Total Improvements:	$190,905

Attachment: RDCS Exhibits (2146 : RDCS/DA Depot Latala)

Job Number: 162016-1
Date of Preparation: 08-13-2018

DRAFT

Order of Magnitude Cost Analysis
Hale Lumber/Community Center
COMMUNITY CENTER SURFACE IMPROVEMENTS
Morgan Hill, CA
August 13, 2018

Revision Date	Revision Description

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This document shall be considered incomplete unless accompanied by all sheets, including notes.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A.	**GRADING (NEW PARKING AREAS ONLY)**				
1.	Mobilization	1.00	LS	$5,000.00	$5,000
2.	Clearing, Grubbing & Parking Lot Demolition	0.15	AC	$10,000.00	$1,488
3.	Earthwork (assumes 2' over project area)	0	CY	$8.00	$0
4.	Erosion Control	0.15	AC	$5,000.00	$744
				Sub-Total Grading:	**$7,232**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
B.	**PAVING & CONCRETE (NEW PARKING AREAS ONLY)**				
1.	Site Fine Grading	6,500	SF	$0.75	$4,875
2.	AC Pavement	6,500	SF	$5.00	$32,500
3.	PCC Curb & Gutter (surface parking)	340	LF	$23.00	$7,820
				Sub-Total Paving & Concrete:	**$45,195**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
C.	**STORM DRAIN (ESTIMATE ASSUMES NO CHANGE TO EXISTING SYSTEM)**				
1.	15" RCP (laterals)	0	LF	$50.00	$0
2.	Curb Inlet	0	EA	$4,000.00	$0
3.	Area Drains	0	EA	$500.00	$0
4.	Stormwater Treatment (placeholder)	1	EA	$5,000.00	$5,000
				Sub-Total Storm Drain:	**$5,000**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
F.	**MISCELLANEOUS**				
1.	Slurry Seal - entire CCC lots	83,160	SF	$0.50	$41,580
2.	Signing and striping - entire CCC lots	1	LS	$50,000.00	$50,000
3.	Planting, Irrigation, Flatwork	840	SF	$12.00	$10,080
				Sub-Total Miscellaneous:	**$101,660**

Attachment: RDCS Exhibits (2146 : RDCS/DA Depot Latala)

Job Number: 162016-1
Date of Preparation: 08-13-2018

DRAFT

Order of Magnitude Cost Analysis
Hale Lumber/Community Center
COMMUNITY CENTER SURFACE IMPROVEMENTS
Morgan Hill, CA
August 13, 2018

Revision Date	Revision Description

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15. ELECTRONIC BACK-UP: W:\Jobs 16\162016\Documents\Prelim\Studies and Calculations\Latala Homes (2018)

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SUMMARY

A.	GRADING	$38,938
B.	PAVING & CONCRETE	$320,713
C.	STORM DRAIN	$76,700
D.	WATER	$41,300
E.	MISCELLANEOUS	$114,700
	Sub-Total Improvements:	$592,351
	20% (contingency)	118,470
	Total Improvements:	$710,821

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A.	**GRADING**				
1.	Mobilization	1	LS	$20,000.00	$20,000
2.	Clearing & Grubbing	0.5	AC	$10,000.00	$4,625
3.	Earthwork (assumes 2' over project area)	1,500	CY	$8.00	$12,000
4.	Erosion Control	0.5	AC	$5,000.00	$2,313
				Sub-Total Grading:	**$38,938**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
B.	**PAVING & CONCRETE**				
1.	Street Fine Grading (back of walk to back of walk)	20,150	SF	$0.75	$15,113
2.	AC Pavement	13,580	SF	$5.00	$67,900
3.	PCC Curb & Gutter (incl. Dwy depression)	780	LF	$23.00	$17,940
4.	4" PCC Sidewalk & base	3,090	SF	$4.00	$12,360
5.	Handicap Ramp	2	EA	$2,000.00	$4,000
6.	Pavement removal	20,200	SF	$10.00	$202,000
7.	Pavement Grind and Overlay (East Dunne)	700	SF	$2.00	$1,400
				Sub-Total Paving & Concrete:	**$320,713**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
C.	**STORM DRAIN**				
1.	15" RCP (laterals)	200	LF	$50.00	$10,000
2.	30" RCP (Exist. SD re-location)	390	LF	$80.00	$31,200
3.	Curb Inlet	6	EA	$4,000.00	$24,000
4.	Manhole (less than 10' deep)	3	EA	$3,500.00	$10,500
5.	Connect to existing	1	EA	$1,000.00	$1,000
				Sub-Total Storm Drain:	**$76,700**

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ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
E.	**WATER**				
1.	8" Water main re-location	370	LF	$60.00	$22,200
2.	Irrigation Service	1	EA	$1,600.00	$1,600
3.	Fire Hydrant	1	EA	$7,500.00	$7,500
4.	Connect to existing	1	EA	$10,000.00	$10,000
				Sub-Total Water:	**$41,300**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
F.	**MISCELLANEOUS**				
1.	Street Monument	3	EA	$500.00	$1,500
2.	Electroliers (Depot Street)	2	EA	$3,000.00	$6,000
3.	Joint Trench	390	LF	$100.00	$39,000
4.	W.I. fencing	220	LF	$35.00	$7,700
5.	Signing and Striping	1	LS	$10,000.00	$10,000
6.	Planting Strip	1,950	SF	$10.00	$19,500
7.	Street Trees	15	EA	$100.00	$1,500
8.	Removed Existing Overhead Utilities	0	LF	$200.00	$0
9.	Gas line re-location	390	LF	$50.00	$19,500
10.	Traffic Signal Modifications (E. Dunne/Depot)	1	LS	$10,000.00	$10,000
				Sub-Total Miscellaneous:	**$114,700**

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CITY OF MORGAN HILL

PLANNING COMMISSION STAFF REPORT
MEETING DATE: January 22, 2019

PREPARED BY: John Baty, Principal Planner/Development Services
APPROVED BY: Jennifer Carman, Community Development Director

ZA2019-0001: MONTEREY CORRIDOR BLOCK ONE - CITY OF MORGAN HILL. CITY COUNCIL INITIATED ZONING AMENDMENT FROM THE PLANNED UNIT DEVELOPMENT (PUD) AND SERVICE COMMERCIAL (CS) ZONING DISTRICTS TO THE MIXED USE FLEX/PLANNED DEVELOPMENT (PD) COMBINING DISTRICT TO ESTABLISH A BLOCK-LEVEL MASTER PLAN (BLMP) FOR MONTEREY ROAD CORRIDOR BLOCK ONE LOCATED AT THE NORTHEAST CORNER OF MONTEREY ROAD AND BURNETT AVENUE, IDENTIFIED BY ASSESSOR PARCEL NUMBERS 725-01-018, -032, AND -033 (LUCKYSHING LLC; WEST ELAINE C TRUSTEE & ET AL; MORGAN HILL UNIFIED SCHOOL DISTRICT, OWNERS)

RECOMMENDATION(S)

Adopt a Resolution recommending the City Council consider the Addendum to the Morgan Hill 2035 EIR for the Zoning Code Update in accordance with CEQA and approve a Zoning Amendment from the Planned Unit Development (PUD) and Service Commercial (CS) Zoning Districts to the Mixed Use Flex/Planned Development (PD) Combining District to establish a Block-Level Master Plan (BLMP) for Monterey Road Corridor Block One.

PROJECT SUMMARY

1. Location: Northeast corner of Monterey Road and Burnett Avenue (APNs: 725-01-018, -032, and -033)
2. Site Area: 8.55 acres
3. General Plan: Mixed Use Flex
4. Current Zoning: Planned Unit Development (PUD) and Service Commercial (CS)

BACKGROUND

On July 27, 2016, the City Council adopted the Morgan Hill 2035 General Plan, a comprehensive update of the City's 2001 General Plan and the Morgan Hill 2035 General Plan Land Use Map which designates certain properties Mixed Use Flex.

The Mixed Use Flex designation, which is primarily applied to properties along the Monterey Road corridor north and south of Downtown, allows for a mix of residential, commercial, and office uses applied either vertically (i.e., one structure with multiple uses) or horizontally (i.e., structures with different land uses located adjacent to one another). The Mixed Use Flex designation allows 7 to 24 units per acre (residential) and

a maximum Floor Area Ratio (FAR) of 0.5 (commercial). The density of residential and intensity of non-residential uses should transition from higher near Downtown to lower at the ends of the Monterey Road corridor.

The Morgan Hill 2035 General Plan requires that, prior to development of residential or mixed-use projects within the Mixed Use Flex designation, a Block-Level Master Plan is required to: A) identify how commercial uses will be incorporated within the development of the block, and B) how individual development projects will connect with each other. Commercial development may proceed without preparation of a block level master plan consistent with the Commercial General Plan designation.

The current PUD zoning district, which is applied to APN 725-01-018, is a legacy zoning (Ordinance No. 559 n.s.) established in 1981 that allows, with the approval of a PUD Amendment, any use or combination of uses with any development standards that the City Council deems appropriate and consistent with the General Plan.

The balance of the site is zoned CS, which currently allows a range of service commercial uses that may be inappropriate in neighborhood or pedestrian-oriented areas.

Section 18.22.010.B (Purpose of the Mixed Use Zoning Districts) states that the purpose of the MU-F zoning district is to accommodate a mixture of residential and commercial uses typically along the Monterey Road corridor north and south of Downtown. New mixed use development may be vertical (residences above ground floor commercial) or horizontal (separate buildings with different uses on a single site). Development in the Mixed Use Flex (MU-F) zoning district creates attractive gateways into Morgan Hill, provides a range of housing options, and creates new centers of activity to serve surrounding neighborhoods.

Section 18.30.050 (Planned Development Combining District) of the Zoning Code states that the purpose of the Planned Development (PD) combining district is to allow for high quality development that deviates from standards and regulations applicable to base zoning districts in Morgan Hill. The PD combining district is intended to promote creativity in building design, flexibility in permitted land uses, and innovation in development concepts. The PD combining district provides land owners with enhanced flexibility to take advantage of unique site characteristics and develop projects that will provide public benefits for residents, employees, and visitors. Special requirements apply in addition to the base (MU-F in this case) zoning district requirements.

Section 18.114.020 (Initiation) of the Zoning Code states that the City Council, Planning Commission, or Community Development Director may initiate Zoning Map and Text amendments.

Following City Council discussions on November 28, December 5, and December 19, 2018, the City Council directed the Community Development Director to draft Zoning Amendments to establish Block-Level Master Plan (BLMP) PD's for Monterey Road Corridor Block One and Block Four and to resume working with the consultant team from Lisa Wise Consulting (LWC) on the preparation of a comprehensive BLMP for the remainder of the Mixed Use Flex designated portions of the Corridor.

The City Council acknowledged that two Monterey Corridor applicants have submitted the mandatory RDCS Preliminary Applications for their proposals on Blocks One and Four, which is a prerequisite for submitting a formal RDCS application in March. However, the City Council emphasized that the two applicants should be made aware of and understand the risks involved with continuing to pursue RDCS allotments in the 2018/19 RDCS competition without knowing if a BLMP would be approved for their block, in time for the current competition, or approved in a manner that supports their desired project.

PROJECT DESCRIPTION

City initiated Zoning Amendment for 8.55 acres of property located at the northeast corner of Monterey Road and Burnett Avenue from the Planned Unit Development (PUD) and Service Commercial (CS) Zoning Districts to the MU-F/ PD Combining District to establish a BLMP for Monterey Road Corridor Block One (Attachment 5).

ANALYSIS

Feedback received from discussions with various stakeholder groups (developers, property owners, interested citizens), planning consultants, commercial/retail brokers/experts, Planning Commission, and City Council, has been translated into draft guidelines and standards that are generally applicable throughout the corridor (i.e., best practices) and those that are specifically applicable to the subject block given its unique circumstances and location along the Monterey Corridor.

These draft guidelines and standards are illustrated in a map of Block One (Exhibit A) and described in text (Exhibit B), both as attachments to the draft ordinance.

For Block One, which is located at the northern most end of the Monterey Corridor adjacent to the City of San Jose Coyote Greenbelt, the following specific feedback was received:

- Accommodate the extension/realignment of Tilton Avenue with Burnett Avenue
- Preserve the historic building at the corner of Monterey Road and Burnett Avenue (currently Josephine's Bakery)
- Achieve consistency with the General Plan Policy regarding density feathering
- Address potential shifting east of Monterey Road to accommodate future High-Speed Rail

- Provide adequate buffer to Coyote Greenbelt and Monterey Road

Steps in the BLMP PD / PD Master Plan Process

1. If approved, the BLMP PD would establish the basic expectations and specific requirements for development of the block and would fulfill the General Plan requirement that a BLMP be approved before residential (or mixed use) could be developed. An approved BLMP is the first step in the process and allows an applicant for a project with residential units in Block One to compete in the RDCS.

2. Subsequently, a Block One applicant would submit a Preliminary Plan Review to receive feedback from the Planning Commission and City Council regarding how their specific proposal is or is not consistent with the BLMP PD.

3. If the Planning Commission and City Council find the Preliminary Plan Review consistent with the BLMP PD and therefore consistent with the General Plan and Zoning Code, the applicant would be allowed to continue to compete in the RDCS.

4. Following the RDCS competition, if the applicant is awarded allotments, the applicant would submit a Zoning Amendment for their project specific PD Master Plan.

Attached is a tentative schedule illustrating how the BLMP PD / PD Master Plan process could progress in parallel with the RDCS 2018/19 schedule (Attachment 6).

Zoning Ordinance and General Plan Consistency

As with all Zoning Code Amendments, the amendment to establish the BLMP PD and the subsequent amendment to establish the project specific PD Master Plan require both Planning Commission and City Council hearings and findings of consistency with the Zoning Ordinance and General Plan.

The purpose of the Zoning Ordinance is to implement the General Plan and to protect the public health, safety, and welfare. The City may approve a Zoning Amendment only if the following findings are made:

a. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.

b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

c. The proposed amendment is internally consistent with other applicable provisions of the Zoning Code.

The proposed amendment is consistent with the Mixed Use Flex General Plan Land Use designation in that the BLMP PD incorporates the allowed uses and builds-upon

the development standards of the conventional MU-F Zoning District.

To help achieve the General Plan vision of transforming Block One into part of a walkable and bicycle friendly mixed-use corridor, the BLMP PD provides additional land use regulations consistent with the General Plan Urban Form Policies, by highlighting the requirements for density feathering, building placement/design, and provision of public gathering places.

Conclusion
The zoning amendment has been found to be consistent with the General Plan. Staff recommends that the Planning Commission recommend approval to the City Council of the amendment for a PD Combining District to establish a BLMP for Monterey Road Corridor Block One.

California Environmental Quality Act (CEQA)
On April 4, 2018, an Addendum to the Environmental Impact Report (EIR) for the City of Morgan Hill's Morgan Hill 2035 Project certified on July 27, 2016 (State Clearinghouse No. 2015022074) was prepared for the City of Morgan Hill Zoning Code Update project pursuant to the provisions of the State of California Environmental Quality Act (CEQA) Guidelines Section 15164.

The City has determined, pursuant to CEQA Guidelines Section 15183, that the proposed zoning amendment (BLMP PD), which provides additional guidance and standards for a future Zoning Amendment to establish a specific Planned Development (PD) Master Plan for Monterey Corridor Block One, shall not require additional environmental review in that the project will not result in any new impacts that were not already identified in the Morgan Hill 2035 EIR and subsequent Addendum, or any impacts of greater severity than were already addressed.

A subsequent project specific PD Master Plan would require an additional assessment to determine the appropriate environmental clearance.

COMMUNITY ENGAGEMENT
The proposed project was publicly noticed (mailing to property owners within 300 feet of the project and newspaper legal noticing) for the minimum 10-day period.

LINKS/ATTACHMENTS:
1. Planning Commission Resolution Block One
2. Draft Ordinance Block One
3. Exhibit A - Block One - Land Use Map
4. Exhibit B Block One- Land Use Regulations
5. General Plan Land Use Map - Block One
6. Tentative BLMP PD / RDCS Schedules

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL RECOMMENDING APPROVAL OF ZONING AMENDMENT (FILE NO. ZA2019-0001) FROM THE PLANNED UNIT DEVELOPMENT (PUD) AND SERVICE COMMERCIAL (CS) ZONING DISTRICTS TO THE MIXED USE FLEX (MU-F)/ PLANNED DEVELOPMENT (PD) COMBINING DISTRICT ESTABLISHING A BLOCK-LEVEL MASTER PLAN FOR MONTEREY ROAD CORRIDOR BLOCK ONE, AN APPROXIMATELY 8.55-ACRE SITE LOCATED ON THE NORTH EAST CORNER OF MONTEREY ROAD AND BURNETT AVENUE (APN 725-01-018, -032, AND -033)

WHEREAS, on July 27, 2016 the City Council adopted the Morgan Hill 2035 General Plan, a comprehensive update of the City's 2001 General Plan; and

WHEREAS, the Morgan Hill 2035 General Plan Land Use Map designates certain properties, including the subject property, Mixed Use Flex; and

WHEREAS, the Mixed Use Flex designation, which is primarily applied to properties along the Monterey Road corridor north and south of Downtown, allows for a mix of residential, commercial, and office uses applied either vertically (i.e., one structure with multiple uses) or horizontally (i.e., structures with different land uses located adjacent to one another). The Mixed Use Flex designation allows 7 to 24 units per acre (residential) and a maximum FAR of 0.5 (commercial) and density should transition from higher near Downtown to lower at the ends of the Monterey Road corridor; and

WHEREAS, the Morgan Hill 2035 General Plan requires that, prior to development of residential or mixed-use projects within the Mixed Use Flex designation a Block-Level Master Plan is required to: A) identify how commercial uses will be incorporated within the development of the block, and B) how individual development projects will connect with each other; and

WHEREAS, the Block-Level Master Plan requirement applies to those segments of the Monterey Road Corridor north and south of Downtown that include properties that have a Mixed Use Flex General Plan Land Use designation.; and

WHEREAS, on December 19, 2018 the City Council directed staff to draft Zoning amendments to establish a Block-Level Master Plan (BLMP) Planned Development (PD) for Monterey Road Corridor Block One and Block Four; and

WHEREAS, an Addendum to the Environmental Impact Report (EIR) for the City of Morgan Hill's Morgan Hill 2035 Project certified on July 27, 2016 (State Clearinghouse No.

Attachment: Planning Commission Resolution Block One [Revision 1] (2133 : ZA2019-0001: Monterey Corridor Block One)

2015022074) was prepared April 4, 2018 for the City of Morgan Hill Zoning Code Update project pursuant to the provisions of the State of California Environmental Quality Act (CEQA) Guidelines Section 15164, and the City of Morgan Hill determined, pursuant to CEQA Guidelines Section 15183, that the proposed zoning amendment shall not require additional environmental review in that the project will not result in any new impacts that were not already identified in the Morgan Hill 2035 EIR and subsequent Addendum or any impacts of greater severity than were already addressed; 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.

WHEREAS, application ZA2019-0001: Monterey Corridor Block One – City of Morgan Hill to establish a Block-Level Master Plan Planned Development (BLMP PD) ordinance for Monterey Corridor Block One was considered by the Planning Commission at a study session and at their regular meeting of January 22, 2019; and

NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES RESOLVE AS FOLLOWS:

SECTION 1. The proposed zoning amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860 in that the proposed Mixed use Flex (MU-F)/Planned Development (PD) Combining District incorporates development standards that are consistent with the Mixed Use Flex General Plan Land Use designation and General Plan City and Neighborhood Form Policies related to urban design.

SECTION 2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as provided in Section 18.114.060 of the Morgan Hill Municipal Code. Amending the site zoning may allow future residential, commercial, or mixed-use development consistent with the City's General Plan land use diagram and General Plan goals and policies.

SECTION 3. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses, and development will comply with the Zoning Code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and community at large.

SECTION 4. Additional environmental review is not required pursuant to CEQA Guidelines Section 15183.

SECTION 5. The Planning Commission recommends that the City Council approve the Zoning Amendment from the Planned Unit Development (PUD) and Service Commercial

Attachment: Planning Commission Resolution Block One [Revision 1] (2133 : ZA2019-0001: Monterey Corridor Block One)

(CS) Zoning Districts to the Mixed Use Flex (MU-F)/Planned Development (PD) Combining District establishing a Block-Level Master Plan for Monterey Road Corridor Block One as described in the attached Draft Ordinance and Exhibits.

PASSED AND ADOPTED THIS 22ND DAY OF JANUARY 2019, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ATTEST: **APPROVED:**

JENNA LUNA, Deputy City Clerk **LIAM DOWNEY, Chair**

Attachment: Planning Commission Resolution Block One [Revision 1] (2133 : ZA2019-0001: Monterey Corridor Block One)

ORDINANCE NO. XXXX, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING A ZONING AMENDMENT FROM THE PLANNED UNIT DEVELOPMENT (PUD) AND SERVICE COMMERCIAL (CS) ZONING DISTRICTS TO THE MIXED USE FLEX (MU-F)/ PLANNED DEVELOPMENT (PD) COMBINING DISTRICT ESTABLISHING A BLOCK-LEVEL MASTER PLAN FOR MONTEREY ROAD CORRIDOR BLOCK ONE, AN APPROXIMATELY 8.55-ACRE SITE LOCATED ON THE NORTH EAST CORNER OF MONTEREY ROAD AND BURNETT AVENUE (APN 725-01-018, 725-01-032, AND 725-01-033)

WHEREAS, on July 27, 2016 the City Council adopted the Morgan Hill 2035 General Plan, a comprehensive update of the City's 2001 General Plan; and

WHEREAS, the Morgan Hill 2035 General Plan Land Use Map designates certain properties, including the subject property, Mixed Use Flex; and

WHEREAS, the Mixed Use Flex designation, which is primarily applied to properties along the Monterey Road corridor north and south of Downtown, allows for a mix of residential, commercial, and office uses applied either vertically (i.e., one structure with multiple uses) or horizontally (i.e., structures with different land uses located adjacent to one another). The Mixed Use Flex designation allows 7 to 24 units per acre (residential) and a maximum FAR of 0.5 (commercial) and density should transition from higher near Downtown to lower at the ends of the Monterey Road corridor; and

WHEREAS, the Morgan Hill 2035 General Plan requires that, prior to development of residential or mixed-use projects within the Mixed Use Flex designation a Block-Level Master Plan is required to: A) identify how commercial uses will be incorporated within the development of the block, and B) how individual development projects will connect with each other; and

WHEREAS, the Block-Level Master Plan requirement applies to those segments of the Monterey Road Corridor north and south of Downtown that include properties that have a Mixed Use Flex General Plan Land Use designation. Blocks may include properties with a variety of General Plan designations (e.g., Commercial, Residential Attached Low, Public Facilities, Mixed Use Flex, etc.) and Zoning Districts (e.g., CG General Commercial, RAL 3,500, PF Public Facilities, MU-F Mixed Use Flex, etc.);

WHEREAS, Section 18.22.010 B3 of the Zoning Code states that the purpose of the Mixed Use Flex (MU-F) zoning district is to accommodate a mixture of residential and commercial uses typically along the Monterey Road corridor north and south of Downtown. New mixed use development may be vertical (residences above ground floor commercial) or horizontal (separate buildings with different uses on a single site). Development in the MU-F zoning district creates attractive gateways into Morgan Hill, provides a range of housing options, and creates new centers

Attachment: Draft Ordinance Block One [Revision 1] (2133 : ZA2019-0001: Monterey Corridor Block One)

of activity to serve surrounding neighborhoods;

WHEREAS, Section 18.30.050 of the Zoning Code states that the purpose of the Planned Development (PD) combining district is to allow for high quality development that deviates from standards and regulations applicable to base zoning districts in Morgan Hill. The PD combining district is intended to promote creativity in building design, flexibility in permitted land uses, and innovation in development concepts. The PD combining district provides land owners with enhanced flexibility to take advantage of unique site characteristics and develop projects that will provide public benefits for residents, employees, and visitors; and

WHEREAS, Section 18.114.020 of the Zoning Code states that the City Council, Planning Commission, or Community Development Director may initiate Zoning Map and Text amendments; and

WHEREAS, on December 19, 2018 the City Council directed staff to draft Zoning amendments to establish a Block-Level Master Plan (BLMP) Planned Development (PD) for Monterey Road Corridor Block One and Block Four; and

WHEREAS, in addition to the underlying base zoning district requirements, specific requirements are shown/listed in **Exhibit A: Block-Level Master Plan Map – Block One** and **Exhibit B: Block-Level Master Plan Land Use Regulations - Block One**; and

WHEREAS, an Addendum to the Environmental Impact Report (EIR) for the City of Morgan Hill's Morgan Hill 2035 Project certified on July 27, 2016 (State Clearinghouse No. 2015022074) was prepared April 4, 2018 for the City of Morgan Hill Zoning Code Update project pursuant to the provisions of the State of California Environmental Quality Act (CEQA) Guidelines Section 15164, and the City of Morgan Hill determined, pursuant to CEQA Guidelines Section 15183, that the proposed zoning amendment shall not require additional environmental review in that the project will not result in any new impacts that were not already identified in the Morgan Hill 2035 EIR and subsequent Addendum or any impacts of greater severity than were already addressed; and

WHEREAS, a visioning and goal setting workshop was held on September 25, 2018 where members of the public and various stakeholders provided feedback that facilitated the crafting of preliminary guiding principles for the development of the Monterey Corridor; 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; and

WHEREAS, the Block-Level Master Plan Planned Development (BLMP PD) ordinance for Monterey Corridor Block One, was considered by the Planning Commission at their study session and regular meeting of January 22, 2019, at which time the Planning Commission recommended City Council consider the Addendum to the Morgan Hill 2035 EIR in accordance with the California Environmental Quality Act (CEQA) and approval of the Zoning Amendment to establish a BLMP PD for Monterey Corridor Block One; and

Attachment: Draft Ordinance Block One [Revision 1] (2133 : ZA2019-0001: Monterey Corridor Block One)

THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

SECTION 1. As provided in Section 18.114.060 of the Municipal Code the proposed Monterey Road Corridor Block-Level Master Plan Planned Development (BLMP PD) with an underlying base zoning district of Mixed Use Flex:

A. Is consistent with the Morgan Hill 2035 General Plan; and

B. Is required in order to serve the public convenience, necessity, and general welfare; and

C. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses and development will comply with the Zoning Code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and the community at large.

SECTION 2. The City Council has considered the Addendum to the Morgan Hill 2035 Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA).

SECTION 3. There hereby is attached hereto as **Exhibit A: Block-Level Master Plan Map – Block One** and made a part of this ordinance.

SECTION 4. There hereby is attached hereto as **Exhibit B: Block-Level Master Plan Land Use Regulations - Block One** and made a part of this ordinance**.**

SECTION 5. The underlying base zoning district is designated Mixed Use Flex (MU-F).

SECTION 6. 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 7. 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 pursuant to §36933 of the Government Code.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 6th DAY OF FEBRUARY 2019, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 20th DAY OF FEBRUARY 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:

Attachment: Draft Ordinance Block One [Revision 1] (2133 : ZA2019-0001: Monterey Corridor Block One)

APPROVED:

_____
Mayor

ATTEST:

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

Effective March 22, 2019

CERTIFICATION

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. XXXX, New Series, adopted by the City Council of the City of Morgan Hill, California at its regular meeting held on the 20th day of February 2019.

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

DATE:_____ _____
IRMA TORREZ, City Clerk

Attachment: Draft Ordinance Block One [Revision 1] (2133 : ZA2019-0001: Monterey Corridor Block One)

Exhibit A: Block-Level Master Plan Map – Block One

See Attached

Attachment: Draft Ordinance Block One [Revision 1] (2133 : ZA2019-0001: Monterey Corridor Block One)

Exhibit B: Block-Level Master Plan Land Use Regulations - Block One

See Attached

Attachment: Draft Ordinance Block One [Revision 1] (2133 : ZA2019-0001: Monterey Corridor Block One)

EXHIBIT A – BLOCK ONE

Block

Tilton Ave / Burnett Ave Re-Alignment

H

Preserve Historic Building for Commercial Use

Residential or Commercial

Commercial or Mixed-Use

Open Space Buffer

Exhibit B: Block-Level Master Plan Land Use Regulations - Block One

I. Land Use Regulations

A. **Permitted Uses.** Zoning Code Table 18.22-1 identifies permitted uses in the MU-F Mixed Use Flex Zoning District. Specific uses allowed for Block One are further described on Exhibit A and below.

B. **Development Standards.** Zoning Code Tables 18.22-2 and 18.22-3 identify development standards for the MU-F Mixed Use Flex Zoning District.

1. Residential Density. 7 to 24 du/ac. Consistent with General Plan Policy CNF-9.2 and CNF-13.2, residential uses shall be feathered toward the northern Sphere of Influence (SOI) boundary with San Jose. Feathering can be achieved through a combination of measures including lowering the density and stories/height of the residences and including substantial open space setbacks closest to the SOI boundary.

2. Floor Area Ratio. For non-residential and vertical mixed-use projects, the maximum floor area ratio (FAR) is 0.5.

3. Setbacks. The setbacks identified in Zoning Code Table 18.22-3 are required setbacks around the project perimeter.

4. Residential Development Standards. A medium density residential development project may use the development standards specified in Zoning Code Section 18.40.050 and through the subsequent PD Master Plan process establish deviations from those standards.

C. **Commercial Requirements**

1. Corner Lot Commercial/Non-Residential. Commercial uses (retail, services, office) and/or other non-residential (public/quasi-public) uses are required at the northeast corner of Burnett Avenue and Monterey Road. These commercial or non-residential uses may be accommodated within a standalone building(s) or in vertical mixed-use building(s).

2. Historic Preservation. The existing building located on the northeast corner of Burnett Avenue and Monterey Road (19500 Monterey Road) constructed c. 1929 shall be preserved/retained for commercial or non-residential use.

3. Connections. Ensure a strong connection between the commercial/non-residential, residential, and public gathering places within the block.

D. **General Specifications**

1. Primary entrances for new buildings should be oriented toward the street.

2. Parking for new uses should be located behind buildings with limited or no visibility from streets.

3. Primary access to/from rear parking areas shall be provided via driveways (including shared driveways) located at side streets (i.e., not from Monterey Road) to the greatest extent possible.

DRAFT

Attachment: Exhibit B Block One- Land Use Regulations [Revision 2] (2133 : ZA2019-0001: Monterey Corridor Block One)

4. First floor floor-to-ceiling clear height for non-residential uses: 14-feet minimum.
5. Building depth for non-residential uses: 35-feet minimum.
6. Urban Form Characteristics:
    a. Signature design qualities and attractive architectural features, including articulated facades, projections, and recessed entryways
    b. Adaptive reuse where existing buildings may have desirable characteristics
    c. Higher intensity development designed with sensitivity to adjacent lower intensity residential development
    d. Street design balancing pedestrian and bicycle use with vehicular circulation
    e. Consistent planting of street trees to provide shade and enhance character and identity
    f. Well-designed, publicly-accessible open space
7. Reasonable accommodations shall be provided, as appropriate, to provide relief from any physical standards that make meeting accessibility requirements challenging for a particular project.
8. Future development must accommodate the extension/realignment of Tilton Avenue with Burnett Avenue.
9. Future development must address potential shifting east of Monterey Road to accommodate future High-Speed Rail
10. Future development must provide adequate buffer to Coyote Greenbelt and Monterey Road

E. **Public Gathering Places.** Residential or mixed-use project sites over 1.5 acres must provide one or more public gathering places such as plazas, courtyards, and parks.

1. Location. The public gathering space must be located close to pedestrian activity, along streets, or where pathways intersect.
2. Activity. For public gathering places incorporated into mixed use development with ground floor commercial uses, active ground-floor uses (e.g., retail or restaurants) must be located along the edge of a courtyard and plazas.
3. Visibility and Access. Plazas, courtyards, and other similar spaces must open to public sidewalks and building entrances to provide visibility and access opportunities along project frontages.
4. Seating. Usable open spaces must include well-designed seating, such as seat walls, free-standing elements, fixed and moveable seating, and other seating options.
5. Year-round Use. Open space must be usable year-round with features such as awnings, wind breaks, sun shades, and umbrellas, or other similar features that provide shelter from the elements.

Attachment: Exhibit B Block One- Land Use Regulations [Revision 2] (2133 : ZA2019-0001: Monterey Corridor Block One)

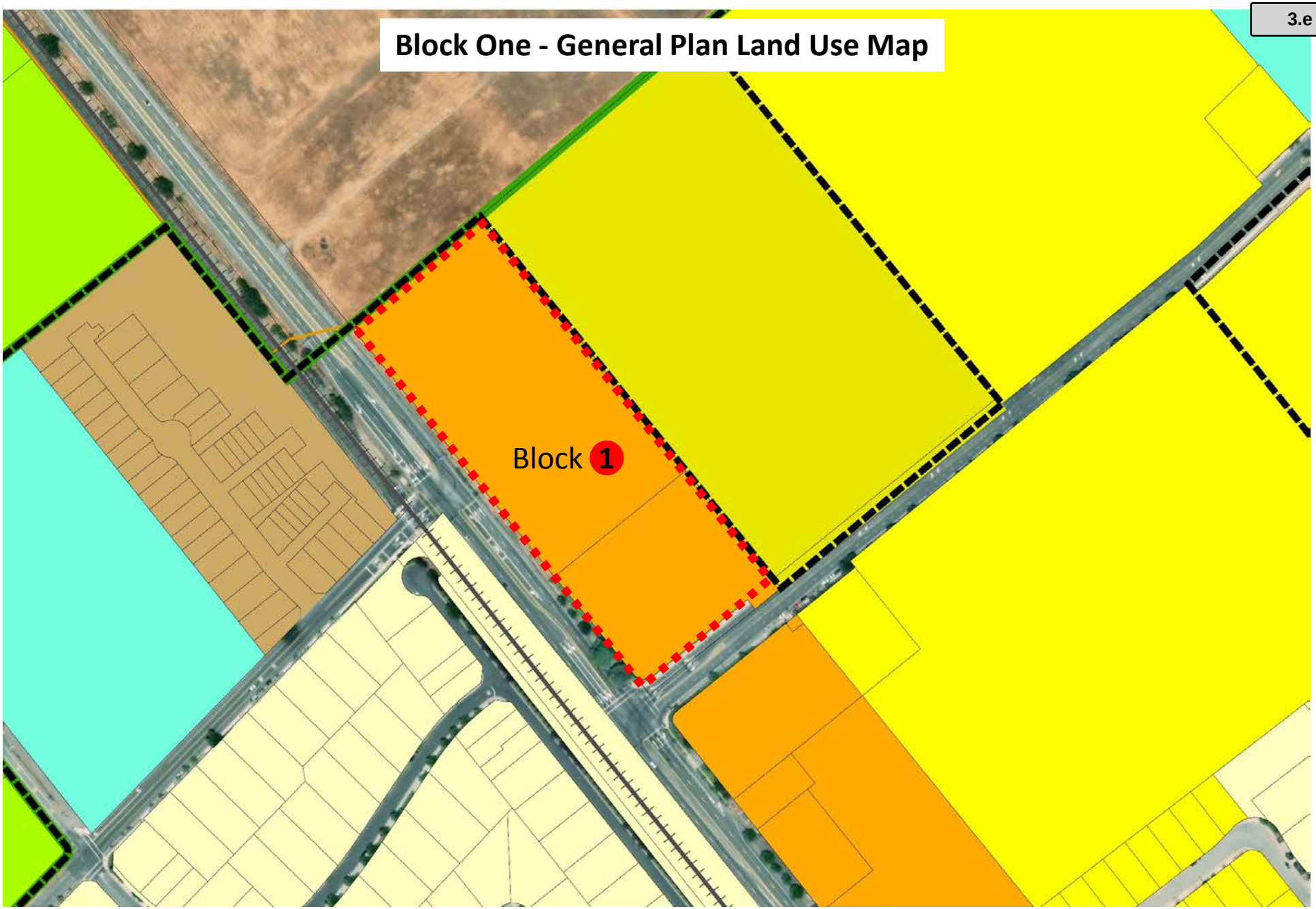
F. **Temporary Uses.** In addition to the temporary uses allowed and requirements established in Section 18.92.150, the temporary use of private parcels for community events, food vending, and pop-up parks may be allowed with the issuance of a Temporary Use Permit.

II. Subsequent Approvals

A. **Zoning Amendment/PD Master Plan.** Pursuant to the requirements of Zoning Code Section 18.30.050 – Planned Development Combining District, a Zoning Amendment to establish a PD Master Plan is required. The PD Master Plan shall be consistent with the approved BLMP PD.

B. **Design Review.** A proposed development must receive a Design Permit as required by Zoning Code Section 18.108.040. All development and land uses within the BLMP PD shall be consistent with the approved PD Master Plan.

Block One - General Plan Land Use Map



General Plan Designations

- Residential Detached Low (up to 4 du/ac)
- Residential Detached Medium (up to 7 du/ac)
- Residential Detached High (6-12 du/ac)
- Residential Attached Low (6-16 du/ac)
- Mixed Use Flex (7-24 du/ac)
- Public Facilities
- Rural County
- Sphere of Influence
- Urban Growth Boundary
- City Boundar

Tentative Schedule - BLMP PDs for Blocks 1 and 4 / RDCS 2018/2019

	Planned Development (PD) Zonings as Block-Level Master Plans (BLMPs)	Residential Development Control System (RDCS) 2018/2019
1		~~Nov. 12, 2018 – Pre-Application Submittal Due~~
2		~~Dec. 12, 2018 – Pre-Application Review Letter~~
3	~~Dec. 19, 2018 – City Council Direction to Initiate Planned Development Zonings (BLMP PDs) for Blocks 1 and 4~~	
4	Jan. 22, 2019 – Planning Commission Study Session & Hearing (BLMP PDs)	
5	Feb. 6, 2019 - City Council Hearing (Introduce BLMP PD Ordinances)	
6	Feb. 8, 2019 - Block 1 and 4 Applicants Submit Preliminary Plan Reviews for PD Master Plans	
7	Feb. 20, 2019 - City Council (Adopt BLMP PD Ordinances)	
8		Mar. 8, 2019 – RDCS Application Date
9	Mar. 12, 2019 - Planning Commission Review of Preliminary PD Master Plans for Consistency with BLMP PDs	
10	Mar. 22, 2019, Planned Development Zonings (BLMP PD Ordinances Effective)	Mar. 25, 2019 – Staff GP & Zoning Consistency Determination
11	Apr. 3, 2019 - City Council Review of Preliminary PD Master Plans for Consistency with BLMP PDs	Apr. 4, 2019 - Deadline to File GP & Zoning Consistency Appeal to City Council
12		May 1, 2019 – GP & Zoning Appeal City Council
13		May 3, 2019 - Staff Scoring of Applications / Recommendations to Planning Commission
14		Jun. 11, 2019 - Planning Commission Finalize Scores
15		Jun. 21, 2019 - Deadline to File Scoring Appeal to City Council
16		Jul. 17, 2019 - Scoring Appeal Heard by City Council
17		Jul. 19, 2019 - Staff Recommendations Award of Allotments
18		Jul. 23, 2019 - Planning Commission Award of Allotments
19		Aug. 2, 2019 - Deadline to File Allotment Appeal to City Council
20		Aug. 21, 2019 - Allotment Appeal Heard by City Council
21	Applicants Submit PD Zoning Amendments for Block 1 and Block 4 PD Master Plans	

Applicant / Staff / Planning Commission / City Council

Attachment: Tentative BLMP PD / RDCS Schedules (2133 : ZA2019-0001: Monterey Corridor Block One)

CITY OF MORGAN HILL

PLANNING COMMISSION STAFF REPORT
MEETING DATE: January 22, 2019

PREPARED BY: John Baty, Principal Planner/Development Services
APPROVED BY: Jennifer Carman, Community Development Director

ZA2019-0002: MONTEREY CORRIDOR BLOCK FOUR - CITY OF MORGAN HILL. CITY COUNCIL INITIATED ZONING AMENDMENT TO ADD A PLANNED DEVELOPMENT (PD) COMBINING DISTRICT TO ESTABLISH A BLOCK-LEVEL MASTER PLAN (BLMP) FOR MONTEREY ROAD CORRIDOR BLOCK FOUR LOCATED ON THE EAST SIDE OF MONTEREY ROAD OPPOSITE OLD MONTEREY ROAD, IDENTIFIED BY ASSESSOR PARCEL NUMBERS 726-25-006 AND -005 (DOBKIN ROBERT C TRUSTEE & ET AL AND SUTTER JOE L AND NANCY L TRUSTEE, OWNERS)

RECOMMENDATION(S)
Adopt a Resolution recommending City Council consider the Addendum to the Morgan Hill 2035 EIR for the Zoning Code Update in accordance with CEQA and approve a Zoning Amendment to add a Planned Development (PD) Combining District to establish a Block-Level Master Plan for Monterey Road Corridor Block Four.

PROJECT SUMMARY

1. Location: East side of Monterey Road, opposite Old Monterey Road (APNs: 726-25-006 and -005)
2. Site Area: 7.58 acres
3. General Plan: Mixed Use Flex
4. Zoning: Mixed-Use Flex (MU-F)

BACKGROUND:
On July 27, 2016 the City Council adopted the Morgan Hill 2035 General Plan, a comprehensive update of the City's 2001 General Plan and the Morgan Hill 2035 General Plan Land Use Map which designates certain properties Mixed Use Flex.

The Mixed Use Flex designation, which is primarily applied to properties along the Monterey Road corridor north and south of Downtown, allows for a mix of residential, commercial, and office uses applied either vertically (i.e., one structure with multiple uses) or horizontally (i.e., structures with different land uses located adjacent to one another). The Mixed Use Flex designation allows 7 to 24 units per acre (residential) and a maximum Floor Area Ratio (FAR) of 0.5 (commercial). The density of residential and intensity of non-residential uses should transition from higher near Downtown to lower at the ends of the Monterey Road corridor.

The Morgan Hill 2035 General Plan requires that, prior to development of residential or mixed-use projects within the Mixed Use Flex designation a Block-Level Master Plan (BLMP) is required to: A) identify how commercial uses will be incorporated within the development of the block, and B) how individual development projects will connect with each other.

Section 18.30.050 (Planned Development Combining District) of the Zoning Code states that the purpose of the Planned Development (PD) combining district is to allow for high quality development that deviates from standards and regulations applicable to base zoning districts in Morgan Hill. The PD combining district is intended to promote creativity in building design, flexibility in permitted land uses, and innovation in development concepts. The PD combining district provides land owners with enhanced flexibility to take advantage of unique site characteristics and develop projects that will provide public benefits for residents, employees, and visitors.

Section 18.114.020 (Initiation) of the Zoning Code states that the City Council, Planning Commission, or Community Development Director may initiate Zoning Map and Text amendments.

Following City Council discussions on November 28, December 5, and December 19, 2018, the City Council directed the Community Development Director to draft Zoning Amendments to establish BLMP PD's for Monterey Road Corridor Block One and Block Four and to resume working with the consultant team from Lisa Wise Consulting (LWC) on the preparation of a comprehensive BLMP for the remainder of the Mixed Use Flex designated portions of the Corridor.

The City Council acknowledged that two Monterey Corridor applicants have submitted the mandatory RDCS Preliminary Applications for their proposals on Blocks One and Four, which is a prerequisite for submitting a formal RDCS application in March. However, the City Council emphasized that the two applicants should be made aware of and understand the risks involved with continuing to pursue RDCS allotments in the 2018/19 RDCS competition without knowing if a BLMP would be approved for their block, in time for the current competition, or approved in a manner that supports their desired project.

PROJECT DESCRIPTION

City initiated Zoning Amendment for 7.58 acres of property located on the east side of Monterey Road, opposite Old Monterey Road to add a PD Combining District to establish a BLMP for Monterey Road Corridor Block Four (Attachment 5).

ANALYSIS

Feedback received from discussions with various stakeholder groups (developers, property owners, interested citizens), planning consultants, commercial/retail brokers/experts, Planning Commission, and City Council, has been translated into draft guidelines and standards that are generally applicable throughout the corridor (i.e., best practices) and those that are specifically applicable to the subject block given its unique circumstances and location along the Monterey Corridor.

These draft guidelines and standards are illustrated in a map of Block Four (Exhibit A) and described in text (Exhibit B), both as attachments to the draft ordinance.

For Block Four, which is located north of Downtown on the east side of Monterey Road between the Morgan Hill Community Adult School and the Union Pacific train trestle, the following specific feedback was received:

- Complete the fourth leg of the intersection with Monterey Road / Old Monterey Road
- Provide a buffer to the adjacent railroad right-of-way with internal connection between developments within the block
- Preserve specimen trees
- Provide commercial/non-residential component at new intersection to support new and existing residential

Block Four includes the existing 58-unit residential development (KB Homes Monterey Parque), which is zoned R3-PD (Ordinance No. 2169, NS, adopted October 7, 2015). That existing development will remain subject to that Ordinance unless subsequently amended.

Steps in the BLMP PD / PD Master Plan Process

1. If approved, the BLMP PD would establish the basic expectations and specific requirements for development of the block and would fulfill the General Plan requirement that a BLMP be approved before residential (or mixed use) could be developed. An approved BLMP would allow an applicant for a project with residential units in Block Four to compete in the RDCS.

2. Subsequently a Block Four applicant would submit a Preliminary Plan Review to receive feedback from the Planning Commission and City Council regarding how their specific proposal is or is not consistent with the BLMP PD.

3. If the Planning Commission and City Council find the Preliminary Plan Review consistent with the BLMP PD and therefore consistent with the General Plan and Zoning Code, the applicant would be allowed to continue to compete in the RDCS.

4. Following the RDCS competition, if the applicant is awarded allotments, the applicant would submit a Zoning Amendment for their specific PD Master Plan.

Attached is a tentative schedule illustrating how the BLMP PD / PD Master Plan process could progress in parallel with the RDCS 2018/19 schedule (Attachment 6).

Zoning Ordinance and General Plan Consistency

As with all Zoning Code Amendments, the amendment to establish the BLMP PD and the subsequent amendment to establish the project specific PD Master Plan require both Planning Commission and City Council hearings and findings of consistency with

the Zoning Ordinance and General Plan.

The purpose of the Zoning Ordinance is to implement the General Plan and to protect the public health, safety, and welfare. The City may approve a Zoning Amendment only if the following findings are made:

a. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.

b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

c. The proposed amendment is internally consistent with other applicable provisions of the Zoning Code.

The proposed amendment is consistent with the Mixed Use Flex General Plan Land Use designation in that the BLMP PD incorporates the allowed uses and builds-upon the development standards of the conventional MU-F Zoning District.

To help achieve the General Plan vision of transforming Block Four into part of a walkable and bicycle friendly mixed-use corridor, the BLMP PD provides additional land use regulations consistent with the General Plan Urban Form Policies, by highlighting the requirements for building placement/design, provision of public gathering places, and preservation of existing specimen trees.

Conclusion
The zoning amendment has been found to be consistent with the General Plan. Staff recommends that the Planning Commission recommend approval to the City Council of the amendment for a PD Combining District to establish a BLMP for Monterey Road Corridor Block Four.

California Environmental Quality Act (CEQA)
On April 4, 2018, an Addendum to the Environmental Impact Report (EIR) for the City of Morgan Hill's Morgan Hill 2035 Project certified on July 27, 2016 (State Clearinghouse No. 2015022074) was prepared for the City of Morgan Hill Zoning Code Update project pursuant to the provisions of the State of California Environmental Quality Act (CEQA) Guidelines Section 15164.

The City has determined, pursuant to CEQA Guidelines Section 15183, that the proposed zoning amendment (BLMP PD), which provides additional guidance and standards for a future Zoning Amendment to establish a specific PD Master Plan for Monterey Corridor Block Four, shall not require additional environmental review in that the project will not result in any new impacts that were not already identified in the Morgan Hill 2035 EIR and subsequent Addendum, or any impacts of greater severity than were already addressed.

A subsequent project specific PD Master Plan would require an additional assessment

to determine the appropriate environmental clearance.

COMMUNITY ENGAGEMENT
The proposed project was publicly noticed (mailing to property owners within 300 feet of the project and newspaper legal noticing) for the minimum 10-day period.

LINKS/ATTACHMENTS:
1. Planning Commission Resolution Block Four
2. Draft Ordinance Block Four
3. Exhibit A Block Four-Map
4. Exhibit B Block Four-Land Use Regulations
5. General Plan Land Use Map - Block Four
6. Tentative BLMP PD / RDCS Schedules

RESOLUTION NO. _____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL RECOMMENDING APPROVAL OF ZONING AMENDMENT (FILE NO. ZA2019-0002) TO ADD A PLANNED DEVELOPMENT (PD) COMBINING DISTRICT ESTABLISHING A BLOCK-LEVEL MASTER PLAN FOR MONTEREY ROAD CORRIDOR BLOCK FOUR, AN APPROXIMATELY 7.58-ACRE SITE LOCATED ON THE EAST SIDE OF MONTEREY ROAD OPPOSITE OLD MONTEREY ROAD (APN 726-25-006 AND -005)

WHEREAS, on July 27, 2016 the City Council adopted the Morgan Hill 2035 General Plan, a comprehensive update of the City's 2001 General Plan; and

WHEREAS, the Morgan Hill 2035 General Plan Land Use Map designates certain properties, including the subject property, Mixed Use Flex; and

WHEREAS, the Mixed Use Flex designation, which is primarily applied to properties along the Monterey Road corridor north and south of Downtown, allows for a mix of residential, commercial, and office uses applied either vertically (i.e., one structure with multiple uses) or horizontally (i.e., structures with different land uses located adjacent to one another). The Mixed Use Flex designation allows 7 to 24 units per acre (residential) and a maximum FAR of 0.5 (commercial) and density should transition from higher near Downtown to lower at the ends of the Monterey Road corridor; and

WHEREAS, the Morgan Hill 2035 General Plan requires that, prior to development of residential or mixed-use projects within the Mixed Use Flex designation a Block-Level Master Plan is required to: A) identify how commercial uses will be incorporated within the development of the block, and B) how individual development projects will connect with each other; and

WHEREAS, the Block-Level Master Plan requirement applies to those segments of the Monterey Road Corridor north and south of Downtown that include properties that have a Mixed Use Flex General Plan Land Use designation; and

WHEREAS, on December 19, 2018 the City Council directed staff to draft Zoning amendments to establish a Block-Level Master Plan (BLMP) Planned Development (PD) for Monterey Road Corridor Block One and Block Four; and

WHEREAS, an Addendum to the Environmental Impact Report (EIR) for the City of Morgan Hill's Morgan Hill 2035 Project certified on July 27, 2016 (State Clearinghouse No. 2015022074) was prepared April 4, 2018 for the City of Morgan Hill Zoning Code Update project pursuant to the provisions of the State of California Environmental Quality Act (CEQA) Guidelines Section 15164, and the City of Morgan Hill determined, pursuant to CEQA Guidelines

Attachment: Planning Commission Resolution Block Four [Revision 1] (2134 : ZA2019-0002: Monterey Corridor Block Four)

Section 15183, that the proposed zoning amendment shall not require additional environmental review in that the project will not result in any new impacts that were not already identified in the Morgan Hill 2035 EIR and subsequent Addendum or any impacts of greater severity than were already addressed; 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.

WHEREAS, application ZA2019-0002: Monterey Corridor Block Four – City of Morgan Hill to establish a Block-Level Master Plan Planned Development (BLMP PD) ordinance for Monterey Corridor Block Four was considered by the Planning Commission at a study session and at their regular meeting of January 22, 2019; and

NOW, THEREFORE, THE MORGAN HILL PLANNING COMMISSION DOES RESOLVE AS FOLLOWS:

SECTION 1. The proposed zoning amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860 in that the proposed PD Planned Development Combining District incorporates development standards that are consistent with the Mixed Use Flex General Plan Land Use designation and General Plan City and Neighborhood Form Policies related to urban design.

SECTION 2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City as provided in Section 18.114.060 of the Morgan Hill Municipal Code. Amending the site zoning may allow future residential, commercial, or mixed-use development consistent with the City's General Plan Land Use Map and General Plan Goals and Policies.

SECTION 3. The affected site is physically suitable in terms of design, location, shape, size, and other characteristics to ensure that the permitted land uses, and development will comply with the Zoning Code and General Plan and contribute to the health, safety, and welfare of the property, surrounding properties, and community at large.

SECTION 4. Additional environmental review is not required pursuant to CEQA Guidelines Section 15183.

SECTION 5. The Planning Commission recommends that the City Council approve the Zoning Amendment to add a Planned Development (PD) Combining District establishing a Block-Level Master Plan for Monterey Road Corridor Block Four as described in the attached Draft Ordinance and Exhibits.

Attachment: Planning Commission Resolution Block Four [Revision 1] (2134 : ZA2019-0002: Monterey Corridor Block Four)

PASSED AND ADOPTED THIS 22ND DAY OF JANUARY 2019, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ATTEST: **APPROVED:**

JENNA LUNA, Deputy City Clerk **LIAM DOWNEY, Chair**

Attachment: Planning Commission Resolution Block Four [Revision 1] (2134 : ZA2019-0002: Monterey Corridor Block Four)

ORDINANCE NO. XXXX, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING A ZONING AMENDMENT TO ADD A PLANNED DEVELOPMENT (PD) COMBINING DISTRICT ESTABLISHING A BLOCK-LEVEL MASTER PLAN FOR MONTEREY ROAD CORRIDOR BLOCK FOUR, AN APPROXIMATELY 7.58-ACRE SITE LOCATED ON THE EAST SIDE OF MONTEREY ROAD OPPOSITE OLD MONTEREY ROAD (APN 726-25-006, AND 726-25-005)

WHEREAS, on July 27, 2016 the City Council adopted the Morgan Hill 2035 General Plan, a comprehensive update of the City's 2001 General Plan; and

WHEREAS, the Morgan Hill 2035 General Plan Land Use Map designates certain properties Mixed Use Flex; and

WHEREAS, the Mixed Use Flex designation, which is primarily applied to properties along the Monterey Road corridor north and south of Downtown, allows for a mix of residential, commercial, and office uses applied either vertically (i.e., one structure with multiple uses) or horizontally (i.e., structures with different land uses located adjacent to one another). The Mixed Use Flex designation allows 7 to 24 units per acre (residential) and a maximum FAR of 0.5 (commercial) and density should transition from higher near Downtown to lower at the ends of the Monterey Road corridor; and

WHEREAS, the Morgan Hill 2035 General Plan requires that, prior to development of residential or mixed-use projects within the Mixed Use Flex designation a Block-Level Master Plan is required to: A) identify how commercial uses will be incorporated within the development of the block, and B) how individual development projects will connect with each other; and

WHEREAS, the Block-Level Master Plan requirement applies to those segments of the Monterey Road Corridor north and south of Downtown that include properties that have a Mixed Use Flex General Plan Land Use designation. Blocks may include properties with a variety of General Plan designations (e.g., Commercial, Residential Attached Low, Public Facilities, Mixed Use Flex, etc.) and Zoning Districts (e.g., CG General Commercial, RAL 3,500, PF Public Facilities, MU-F Mixed Use Flex, etc.);

WHEREAS, Section 18.30.050 of the Zoning Code states that the purpose of the Planned Development (PD) combining district is to allow for high quality development that deviates from standards and regulations applicable to base zoning districts in Morgan Hill. The PD combining district is intended to promote creativity in building design, flexibility in permitted land uses, and innovation in development concepts. The PD combining district provides land owners with enhanced flexibility to take advantage of unique site characteristics and develop projects that will provide public benefits for residents, employees, and visitors; and

DRAFT

Attachment: Draft Ordinance Block Four [Revision 1] (2134 : ZA2019-0002: Monterey Corridor Block Four)

WHEREAS, Section 18.114.020 of the Zoning Code states that the City Council, Planning Commission, or Community Development Director may initiate Zoning Map and Text amendments; and

WHEREAS, on December 19, 2018 the City Council directed staff to draft a Zoning amendment to establish a Block-Level Master Plan (BLMP) Planned Development (PD) for Monterey Road Corridor Block One and Block Four; and

WHEREAS, in addition to the underlying base zoning district requirements, specific requirements are shown/listed in **Exhibit A: Block-Level Master Plan Map – Block Four** and **Exhibit B: Block-Level Master Plan Land Use Regulations - Block Four**; and

WHEREAS, Exhibit A includes, by reference, the existing 58-unit residential development on an approximately 4.37-acre site zoned R3(PD) Planned Development (Ordinance No. 2169, New Series adopted October 7, 2015) and that existing development will remain subject to that Ordinance unless subsequently amended; and

WHEREAS, an Addendum to the Environmental Impact Report (EIR) for the City of Morgan Hill's Morgan Hill 2035 Project certified on July 27, 2016 (State Clearinghouse No. 2015022074) was prepared for the Zoning Code Update project pursuant to the provisions of the State of California Environmental Quality Act (CEQA) Guidelines Section 15164, and the Addendum concludes that the proposed project will not result in any new impacts that were not already identified in the Morgan Hill 2035 EIR or any impacts of greater severity than were already addressed; and

WHEREAS, a visioning and goal setting workshop was held on September 25, 2018 where members of the public and various stakeholders provided feedback that facilitated the crafting of preliminary guiding principles for the development of the Monterey Corridor; 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; and

WHEREAS, the Block-Level Master Plan Planned Development (BLMP PD) ordinance for Monterey Corridor Block Four, was considered by the Planning Commission at their study session and regular meeting of January 22, 2019, at which time the Planning Commission recommended City Council consider the Addendum to the Morgan Hill 2035 EIR in accordance with the California Environmental Quality Act (CEQA) and approval of the Zoning Amendment to establish a BLMP PD for Monterey Corridor Block Four; and

NOW, THEREFORE, THE CITY COUNCILOF THE CITY OF MORGAN HILL DOES ORDAIN AS FOLLOWS:

SECTION 1. The proposed Monterey Road Corridor Block-Level Master Plan Planned Development (BLMP PD) is consistent with the Morgan Hill 2035 General Plan.

DRAFT

Attachment: Draft Ordinance Block Four [Revision 1] (2134 : ZA2019-0002: Monterey Corridor Block Four)

SECTION 2. The Amendment to establish this BLMP PD is required in order to serve the public convenience, necessity, and general welfare as provided in Section 18.114.060 of the Municipal Code.

SECTION 3. The City Council has considered the Addendum to the Morgan Hill 2035 Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA).

SECTION 4. There hereby is attached hereto as **Exhibit A: Block-Level Master Plan Map – Block Four** and made a part of this ordinance.

SECTION 5. There hereby is attached hereto as **Exhibit B: Block-Level Master Plan Land Use Regulations - Block Four** and made a part of this ordinance**.**

SECTION 6. 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 7. 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 pursuant to §36933 of the Government Code.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 6th DAY OF FEBRUARY 2019, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 20th DAY OF FEBRUARY 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:

_____
Mayor

ATTEST:

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

Effective March 22, 2019

DRAFT

Attachment: Draft Ordinance Block Four [Revision 1] (2134 : ZA2019-0002: Monterey Corridor Block Four)

CERTIFICATION

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. XXXX, New Series, adopted by the City Council of the City of Morgan Hill, California at its regular meeting held on the 20th day of February 2019.

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

DATE:_____ _____

IRMA TORREZ, City Clerk

DRAFT

Attachment: Draft Ordinance Block Four [Revision 1] (2134 : ZA2019-0002: Monterey Corridor Block Four)

Exhibit A: Block-Level Master Plan Map – Block Four

See Attached

DRAFT

Attachment: Draft Ordinance Block Four [Revision 1] (2134 : ZA2019-0002: Monterey Corridor Block Four)

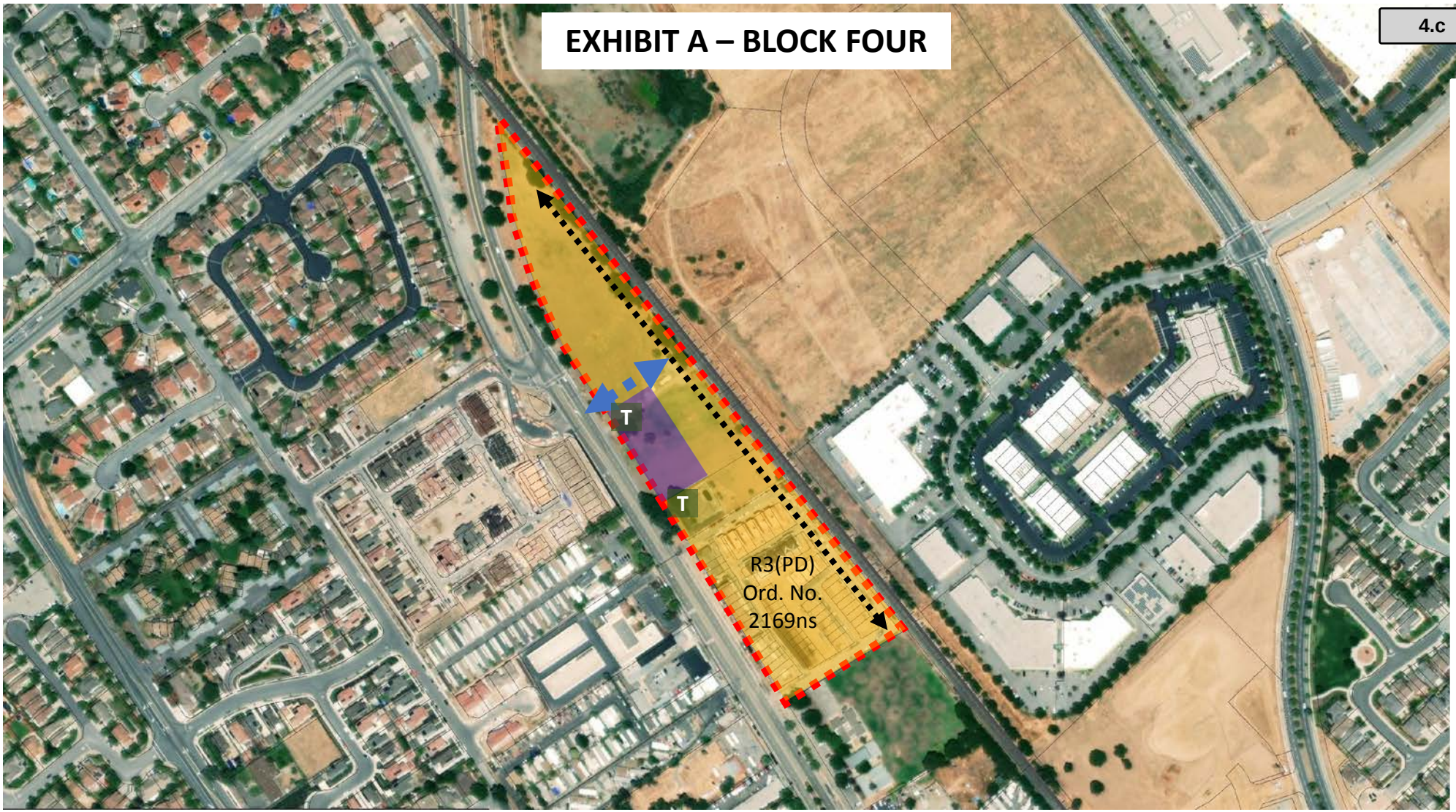
Exhibit B: Block-Level Master Plan Land Use Regulations - Block Four

See Attached

DRAFT

Attachment: Draft Ordinance Block Four [Revision 1] (2134 : ZA2019-0002: Monterey Corridor Block Four)

EXHIBIT A – BLOCK FOUR



Block

East Leg of Old Monterey Rd / Monterey Rd

Landscape/Private Street Buffer

Residential or Commercial

Commercial or Mixed-Use

T Preserve Specimen Tree

Exhibit B: Block-Level Master Plan Land Use Regulations - Block Four

I. Land Use Regulations

A. **Permitted Uses.** Zoning Code Table 18.22-1 identifies permitted uses in the MU-F Mixed Use Flex Zoning District. Specific uses allowed for Block Four are further described on Exhibit A and below.

B. **Development Standards.** Zoning Code Tables 18.22-2 and 18.22-3 identify development standards for the MU-F Mixed Use Flex Zoning District.

1. Residential Density. 7 to 24 du/ac.
2. Floor Area Ratio. For non-residential and vertical mixed-use projects, the maximum floor area ratio (FAR) is 0.5.
3. Setbacks. The setbacks identified in Zoning Code Table 18.22-3 are required setbacks around the project perimeter.
4. Residential Development Standards. A medium density residential development project may use the development standards specified in Zoning Code Section 18.40.050 and through the subsequent PD Master Plan process establish deviations from those standards.

C. **Commercial Requirements**

1. Corner Lot Commercial/Non-Residential. Commercial use(s) (retail, services, office) and/or other non-residential (public/quasi-public) use(s) are required at the southeast corner of Monterey Road and the new intersection opposite Old Monterey Road. Commercial or non-residential use(s) may be accommodated within a standalone building(s) or in vertical mixed-use building(s).
2. Tree Preservation. The existing specimen trees located in/adjacent to the commercial/mixed-use area shall be preserved in place as a key/public feature of any future project.
3. Connections. Ensure a strong connection between the commercial/non-residential, residential, and public gathering places within the block.

D. **General Specifications**

1. Primary entrances for new buildings should be oriented toward the street.
2. Parking for new uses should be located behind buildings with limited or no visibility from streets.
3. Primary access to/from rear parking areas shall be provided via driveways (including shared driveways) located at side streets (i.e., not from Monterey Road) to the greatest extent possible.
4. First floor floor-to-ceiling clear height for non-residential uses: 14-feet minimum.
5. Building depth for non-residential uses: 35-feet minimum.

Attachment: Exhibit B Block Four-Land Use Regulations [Revision 2] (2134 : ZA2019-0002: Monterey Corridor Block Four)

6. Urban Form Characteristics:
   a. Signature design qualities and attractive architectural features, including articulated facades, projections, and recessed entryways
   b. Adaptive reuse where existing buildings may have desirable characteristics
   c. Higher intensity development designed with sensitivity to adjacent lower intensity residential development
   d. Street design balancing pedestrian and bicycle use with vehicular circulation
   e. Consistent planting of street trees to provide shade and enhance character and identity
   f. Well-designed, publicly-accessible open space
7. Reasonable accommodations shall be provided, as appropriate, to provide relief from any physical standards that make meeting accessibility requirements challenging for a particular project.
8. Future development must accommodate and complete the fourth leg of the intersection with Monterey Road / Old Monterey Road.
9. Future development must provide a buffer to the adjacent railroad right-of-way with internal connection between developments within the block.
10. Future development must provide commercial/non-residential component at new intersection to support new and existing residential.

E. **Public Gathering Places.** Residential or mixed-use project sites over 1.5 acres must provide one or more public gathering places such as plazas, courtyards, and parks.

1. Location. The public gathering space must be located close to pedestrian activity, along streets, or where pathways intersect.
2. Activity. For public gathering places incorporated into mixed use development with ground floor commercial uses, active ground-floor uses (e.g., retail or restaurants) must be located along the edge of a courtyard and plazas.
3. Visibility and Access. Plazas, courtyards, and other similar spaces must open to public sidewalks and building entrances to provide visibility and access opportunities along project frontages.
4. Seating. Usable open spaces must include well-designed seating, such as seat walls, free-standing elements, fixed and moveable seating, and other seating options.
5. Year-round Use. Open space must be usable year-round with features such as awnings, wind breaks, sun shades, and umbrellas, or other similar features that provide shelter from the elements.
6. Specimen Trees. Incorporate existing specimen trees into design of public gathering space(s).

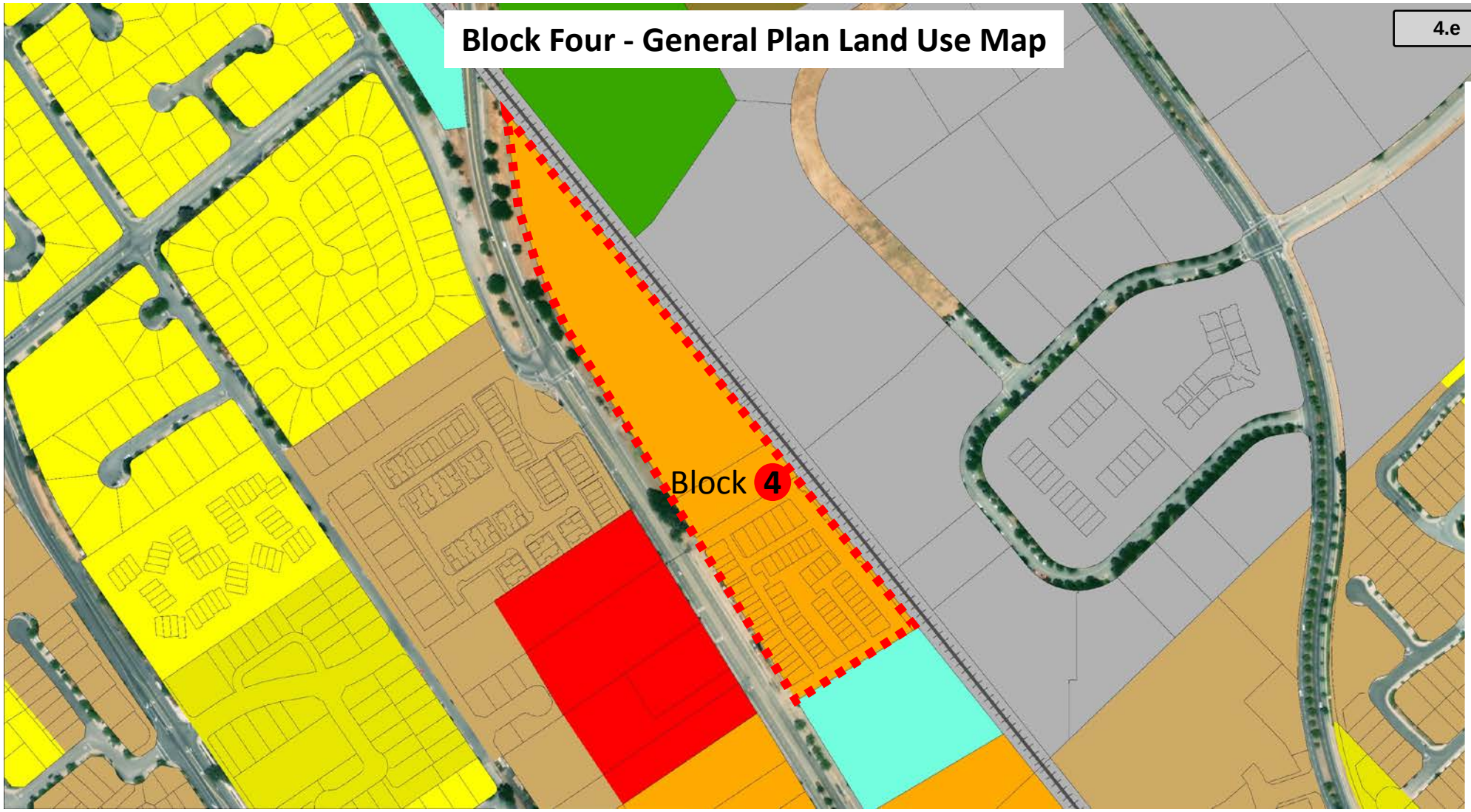
F. **Temporary Uses.** In addition to the temporary uses allowed and requirements established in Section 18.92.150, the temporary use of private parcels for community events, food vending, and pop-up parks may be allowed with the issuance of a Temporary Use Permit.

II. Subsequent Approvals

A. **Zoning Amendment/PD Master Plan.** Pursuant to the requirements of Zoning Code Section 18.30.050 – Planned Development Combining District, a Zoning Amendment to establish a PD Master Plan is required. The PD Master Plan shall be consistent with the approved BLMP PD.

B. **Design Review.** A proposed development must receive a Design Permit as required by Zoning Code Section 18.108.040. All development and land uses within the BLMP PD shall be consistent with the approved PD Master Plan.

Block Four - General Plan Land Use Map



General Plan Designations

- Residential Detached Medium (up to 7 du/ac)
- Residential Detached High (6-12 du/ac)
- Residential Attached Low (6-16 du/ac)
- Residential Attached Medium (16-24 du/ac)
- Mixed Use Flex (7-24 du/ac)
- Commercial
- Industrial
- Public Facilities
- Open Space
- Sphere of Influence

Tentative Schedule - BLMP PDs for Blocks 1 and 4 / RDCS 2018/2019

	Planned Development (PD) Zonings as Block-Level Master Plans (BLMPs)	Residential Development Control System (RDCS) 2018/2019
1		~~Nov. 12, 2018 – Pre-Application Submittal Due~~
2		~~Dec. 12, 2018 – Pre-Application Review Letter~~
3	~~Dec. 19, 2018 – City Council Direction to Initiate Planned Development Zonings (BLMP PDs) for Blocks 1 and 4~~	
4	Jan. 22, 2019 – Planning Commission Study Session & Hearing (BLMP PDs)	
5	Feb. 6, 2019 - City Council Hearing (Introduce BLMP PD Ordinances)	
6	Feb. 8, 2019 - Block 1 and 4 Applicants Submit Preliminary Plan Reviews for PD Master Plans	
7	Feb. 20, 2019 - City Council Hearing (Adopt BLMP PD Ordinances)	
8		Mar. 8, 2019 – RDCS Application Date
9	Mar. 12, 2019 - Planning Commission Review of Preliminary PD Master Plans for Consistency with BLMP PDs	
10	Mar. 22, 2019, Planned Development Zonings (BLMP PD Ordinances Effective)	Mar. 25, 2019 – Staff GP & Zoning Consistency Determination
11	Apr. 3, 2019 - City Council Review of Preliminary PD Master Plans for Consistency with BLMP PDs	Apr. 4, 2019 - Deadline to File GP & Zoning Consistency Appeal to City Council
12		May 1, 2019 – GP & Zoning Appeal City Council
13		May 3, 2019 - Staff Scoring of Applications / Recommendations to Planning Commission
14		Jun. 11, 2019 - Planning Commission Finalize Scores
15		Jun. 21, 2019 - Deadline to File Scoring Appeal to City Council
16		Jul. 17, 2019 - Scoring Appeal Heard by City Council
17		Jul. 19, 2019 - Staff Recommendations Award of Allotments
18		Jul. 23, 2019 - Planning Commission Award of Allotments
19		Aug. 2, 2019 - Deadline to File Allotment Appeal to City Council
20		Aug. 21, 2019 - Allotment Appeal Heard by City Council
21	Applicants Submit PD Zoning Amendments for Block 1 and Block 4 PD Master Plans	

Applicant / Staff / Planning Commission / City Council

Attachment: Tentative BLMP PD / RDCS Schedules (2134 : ZA2019-0002: Monterey Corridor Block Four)

CITY OF MORGAN HILL

PLANNING COMMISSION STAFF REPORT
MEETING DATE: January 22, 2019

PREPARED BY: Gina Paolini, Interim Principal Planner
APPROVED BY: Jennifer Carman, Community Development Director

SELECTION OF PLANNING COMMISSION VICE-CHAIR

RECOMMENDATION(S)
Select member to serve as Vice-Chair of the Planning Commission until June 2019.

PROJECT SUMMARY

Pursuant to City Council Policy CP 96-02 (Attachment 1), the Planning Commission must select a Chairperson and Vice-Chair to serve one-year terms beginning in June of each year. That policy provides that the member serving the longest on the Commission without having previously served as Chair within the prior 4 years will serve as the Chairperson. The member second in seniority who has not yet served during the previous four years as Chair will serve as Vice-Chair. The policy further states that if the member serving as Vice-Chair is on the Commission at the time the next Chair is selected, he or she will become Chair the following year. Prior to serving as Chair, a member must have been on the Commission at least one year.

On June 12, 2018, Commission Downey was selected as Chair and former Commissioner Martinez Beltran was selected as Vice-Chair. Since that time, former Commissioners Martinez Beltran and McKay have been elected to the City Council and a new Vice- Chair must be selected. Based on City Council Policy CP 96-02, the following provides the Planning Commissioner service information:

Commission Member	Date of Appointment
Joseph Mueller	January 28, 1989
Wayne Tanda	April 25, 2007
John McKay	May 18, 2011
Liam Downey	August 5, 2015
Yvonne Martinez Beltran	January 18, 2017
Mohammad Habib	May 3, 2017
Juan Miguel Munoz Morris	June 21, 2017

Planning Commission Chair (prior 4 years)	
2014/15	Rene Spring
2015/16	Joseph Mueller
2016/17	Wayne Tanda
2017/18	John McKay

Based on City Council policy, Commissioner Habib should be selected to serve as Vice-Chair. The Chair and Vice-Chair terms are for one-year, until June 1, 2019.

LINKS/ATTACHMENTS:

1. City Council Policy CP-96-02

CITY OF MORGAN HILL
CITY COUNCIL POLICIES AND PROCEDURES

CP 96-02

SUBJECT: **POLICY REGARDING TERM AND SELECTION OF CHAIR AND VICE CHAIR OF CITY BOARDS AND COMMISSIONS**

DATE: **APRIL 17, 1996**

REVISION DATE: **DECEMBER 15, 1999, REVIEWED JUNE 27, 2007; AMENDED APRIL 16, 2008**

ORIGINATING DEPT: **CITY CLERK**

In order to provide an efficient method for the selection of Chair and Vice-Chair from the members of the Boards and Commissions, it shall be the policy of the City Council of Morgan Hill to have these officers serve a one (1) year term beginning the first regular meeting date when the Boards and Commissions reorganize; following City Council appointments. A rotation system shall be followed in the selection of the Chair and Vice-Chair. The member who has served the longest on the Board or Commission without serving as Chair during the previous four (4) years shall be selected for the position of Chair. The member second in seniority who has not yet served during the previous four (4) years as Chair shall become Vice-Chair. If the member selected as Vice-Chair is on the Board or Commission at the time the next Chair is selected he/she shall become Chair.

Prior to selection as Chair, a Board or Commission member must serve a minimum of twelve (12) months on the Board or Commission. Each member's seniority shall begin upon the effective date of that member=s appointment to the Board or Commission. If two (2) or more members have equal seniority, the Board or Commission shall make the selection. In the event a member otherwise eligible for selection declines the position, the member next in seniority shall be selected. A Board or Commission member will be eligible to serve another term as Chair and Vice Chair provided at least four (4) years have transpired since having previously served as Chair or Vice Chair respectively. Such period may be reduced by one year increments if no other Board or Commission member is eligible to serve due to a recent appointment or because a member otherwise eligible for selection declines the position. If two or more members are eligible to serve another term as Chair, the member who has served the longest on the Board or Commission since having previously served as Chair shall be first in seniority to serve another term as Chair and Vice Chair.

This policy shall remain in effect until modified by the City Council.

APPROVED: _____
STEVE TATE, MAYOR

Attachment: City Council Policy CP-96-02 (2153 : Selection of Planning Commission Vice-Chair)