



Regular Meeting Agenda
City Council

Rich Constantine - Mayor
Gino Borgioli - Mayor Pro Tem
John McKay - Council Member
Yvonne Martinez Beltran - Council Member
Rene Spring - Council Member

Wednesday, November 16, 2022 7:00 PM

Hybrid Meeting
17555 Peak Avenue, Morgan Hill, CA 95037 and Virtual (Link to join the meeting can be found below)

TELECONFERENCE

Mayor Rich Constantine will be participating in the City Council meeting via teleconference as follows:

The Westin
3838 Wyllie Road
Princeville, HI 96722

The public may attend the City Council meeting and will have the opportunity for public comment from the Princeville, HI teleconference location.

Morgan Hill City Council meetings will be held as “hybrid” meetings with the option to attend by teleconference/video conference or in-person. To maximize public safety while still maintaining transparency and public access, members of the public can choose to participate remotely or attend in-person. Information on how the public may observe and participate in the meeting is located below. Santa Clara County strongly encourages masks and social distancing if attending in person.

MEETING GUIDELINES AND PUBLIC COMMENT

City Council meetings will be live-streamed on Channel 17, on the City’s website, and on the City’s Facebook page. Those members of the community who would like to participate in the meetings remotely may do so by joining the virtual meeting at:

<https://bit.ly/MHCityCouncilMeeting> or by calling (669) 900-9128, then enter the webinar id: 873 3200 8380#. Public comment may be provided in the following ways:

- Provide public comment in-person
- Join the virtual City Council meeting via the link above, when public comment is opened, raise your virtual hand and be called upon to speak for up to 3 minutes (YOU MUST BE RUNNING THE MOST CURRENT VERSION OF ZOOM TO BE UNMUTED)
- Join the virtual meeting by calling the number above, dial *9 to raise your hand, and be called upon to speak for up to 3 minutes
- Send public comments in writing to the City Clerk at ccpubliccomment@morganhill.ca.gov

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

YAC Presentation- Asset #34- Cultural Competence

RECOGNITIONS

Recognizing the Edward Boss Prado Foundation for their support of the Magical Bridge Playground and Aquatics Center Summer Access Passes for low-income youth

PROCLAMATIONS

Proclaiming the month of November as Native American Heritage Month

CITY COUNCIL REPORTS

Council Member McKay

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

OTHER REPORTS

PUBLIC COMMENT

This opportunity for public comment is for items that are not on the agenda. If you would like to make comments on an item that is on the agenda, please wait until we get to that item to offer your comments. Members of the public are entitled to address the City Council concerning any item within the Morgan Hill City Council's subject matter jurisdiction. Public comments are limited to no more than three minutes. Except for certain specific exceptions, the City Council is prohibited from discussing or taking action on any item not appearing on the posted agenda. Public comment is intended for comments. Questions posed during public comment are not generally answered. If you have questions, please send them to the City Clerk at ccpubliccomment@morganhill.ca.gov to receive a response. (See additional noticing at the end of this agenda)

ADOPTION OF AGENDA

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

1. ACCEPT THE MORGAN HILL INCLUSIVE PLAYGROUND/MAGICAL BRIDGE PROJECT

Recommendation:

1. Accept as complete the Morgan Hill Inclusive Playground/Magical Bridge Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

2. ADOPT ORDINANCE 2338, NEW SERIES, APPROVING A ZONING MAP

**AMENDMENT FOR EXPANSION OF A MIXED-USE FLEX ZONE AND
PLANNED DEVELOPMENT COMBINING DISTRICT AND MASTER PLAN
FOR A 66.49-ACRE AREA LOCATED AT THE NORTHEAST QUADRANT OF
COCHRANE ROAD AND HIGHWAY 101 (APNs 728-37- 001, -002, -004, -005
& -007)**

Recommendation:

Waive the reading, adopt Ordinance No. 2338, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

3. AMEND CONFLICT OF INTEREST CODE REPORTING CATEGORIES

Recommendation:

Adopt resolution amending the list of positions subject to the City's Conflict of Interest Code.

**4. APPROVE FIRST AMENDMENT TO THE BATTALION ONE FIRE
PROTECTION MAINTENANCE SERVICE AGREEMENT**

Recommendation:

1. Approve the first amendment to the maintenance service agreement with Battalion One Fire Protection, Inc. for an additional year of services for \$17,969, for a total contract amount of \$60,179; and
2. Authorize the City Manager to execute and administer two additional one-year extensions of the maintenance service agreement.

**5. APPROVE ACQUISITION OF SEWER EASEMENT (PATEL) APN 841-03-063
FOR THE SEWER RELIEF TRUNK LINE PROJECT**

Recommendation:

1. Adopt resolution approving the purchase of a sewer easement (1,984 square feet), APN 841-03-063 for \$27,000 plus escrow and closing costs from Jitendra and Nayana Patel for the Sewer Relief Trunk Line Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to consummate the transaction.

**6. APPROVE SECOND AMENDMENT TO THE JOINT VENTURE SILICON
VALLEY CONSULTANT AGREEMENT FOR THE COUNTYWIDE SOLID
WASTE SERVICES PROGRAM**

Recommendation:

1. Approve the Second Amendment to the Consultant Agreement with Joint Venture Silicon Valley to add Special Projects for \$49,324 for a revised

total contract amount of \$399,324; and

2. Authorize the City Manager to execute and administer the Second Amendment to the Consultant Agreement with Joint Venture Silicon Valley.

7. **APPROVE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. TO PROVIDE PLAN CHECK/REVIEW ASSISTANCE**

Recommendation:

Approve the First Amendment to the professional services agreement with CSG Consultants, Inc. for Building Department review services for a total not-to-exceed amount of \$260,000.

8. **APPROVE FRANCHISE AGREEMENT WITH RECOLOGY SOUTH VALLEY FOR SOLID WASTE MANAGEMENT SERVICES**

Recommendation:

Approve franchise agreement with Recology South Valley and authorize the City Manager to execute the agreement subject to the review and approval of the City Attorney.

9. **APPROVE THE NOVEMBER 2, 2022 CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve minutes.

10. **AWARD LANDSCAPE MAINTENANCE SERVICE AGREEMENT FOR CITY PARKS, MEDIANS, AND DOWNTOWN**

Recommendation:

1. Award a Maintenance Service Agreement to Brightview Landscape Services, Inc. in the amount of \$274,608 for a two-year period (\$137,304 annually) to service Group 1: Park Mowing at City Parks; Group 3: Street Medians, Streetscapes, and Parking Lots; and Group 6: Downtown Area and extra services, with three consecutive one-year extensions, subject to future annual budget appropriations by the City Council; and
2. Authorize the City Manager to execute and administer said Agreement.

11. **RECEIVE REPORT REGARDING UPCOMING 2023 COMMISSION VACANCIES PER MADDY ACT**

Recommendation:

Receive report.

PUBLIC HEARINGS

12. ADOPT RESOLUTION OF FORMATION TO FORM THE MORGAN HILL PROPERTY AND BUSINESS IMPROVEMENT DISTRICT (MHPBID)

Recommendation:

1. Open/close public hearing;
2. At the close of the public hearing, order the tabulation of ballots; and
3. If ballots in support of MHPBID formation exceed ballots in opposition to MHPBID formation, adopt resolution forming the MHPBID.

13. APPEAL (AAE2022-0007) OF PLANNING COMMISSION APPROVAL OF VESTING TENTATIVE MAP (SD2021-0004), DESIGN PERMIT (SR2021-0014), AND A DETERMINATION THAT THE PROJECT IS EXEMPT FROM CEQA, FOR A 93-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT PROPOSED BY DENOVA HOMES. THE PROPERTY, IDENTIFIED BY ASSESSOR PARCEL NUMBERS 726-42-001 AND -002 ARE LOCATED WEST OF THE MONTEREY ROAD/BURNETT AVENUE INTERSECTION (FAMILY RV SITE)

Recommendation:

1. Grant a hearing de novo;
2. Open/close public hearing; and
3. Adopt resolution denying the appeal and reaffirming the decision of the Planning Commission to approve the project subject to Conditions of Approval.

14. APPROVE A ZONING AMENDMENT TO ADD THE PLANNED DEVELOPMENT COMBINING DISTRICT AND APPROVE A DESIGN PERMIT AMENDMENT TO ALLOW FOR AN ADDITIONAL LEVEL (5TH FLOOR) FOR THE APPROVED GRANADA HOTEL ON A 1.09-ACRE SITE (APN726-14-047)(ZA2022- 0004/AAE2022-0004/EA2022-0010 MONTEREY - GRANADA HOTEL)

Recommendation:

1. Open/Close Public Hearing;
2. Waive the first and second reading of the proposed ordinance;
3. Introduce a Zoning Amendment Ordinance approving a Planned Development Combining District; and
4. Adopt resolution approving a Design Permit Amendment for the addition of a 5th floor with minor facade modifications.

OTHER BUSINESS

15. INTRODUCE AN ORDINANCE REQUIRING ELECTRIC VEHICLE CHARGING INFRASTRUCTURE IN NEW CONSTRUCTION

Recommendation:

1. Waive the first and second reading of the ordinance; and
2. Introduce the ordinance.

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

For a copy of City Council Policies and Procedures CP 97-01, please contact the City Clerk's office (408) 779-7259, (408) 779-3117 (fax) or by email cityclerk@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 cityclerk@morganhill.ca.gov. Requests must be made as early as possible and at least two-full business days before the start of the meeting.

SUSTAINABLE MORGAN HILL



Vision

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



Choose Morgan Hill

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



City Council Ongoing Priorities

- Enhancing Public Safety
- Protecting the Environment and Preserving Open Space and Agricultural Land
- Maintaining and Enhancing Infrastructure
- Supporting our Youth, Seniors, and Entire Community
- Fostering a Positive Organizational Culture
- Preserving and Cultivating Public Trust
- Preserving our Community History
- Enhancing Diversity and Inclusiveness
- Advancing Regional Initiatives



2022-2023 Strategic Priorities

- Fiscal Sustainability
- Affordable Housing and Homelessness
- Community Outreach, Engagement, and Messaging
- Economic Development
- Transportation



These strategic priorities were established prior to the COVID-19 pandemic. In light of recent events, we recognize that all of these goals and priorities will be viewed through the lens of the global pandemic, and we will continue to have equity, public health, and financial responsibility in mind.

November 16, 2022

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CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Yat Cho, Senior Project Manager

APPROVED BY: City Manager

ACCEPT THE MORGAN HILL INCLUSIVE PLAYGROUND/MAGICAL BRIDGE PROJECT

RECOMMENDATION(S)

1. Accept as complete the Morgan Hill Inclusive Playground/Magical Bridge Project;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

2022-2023 Strategic Priorities

Economic Development

Guiding Documents

Bikeways, Trails, and Recreation Master Plan

REPORT NARRATIVE:

Since early 2015, the City and numerous volunteers have partnered to construct an inclusive playground in Morgan Hill. An "inclusive playground" not only provides a playground for those with mobility issues, it further aims to encourage and enable all children to engage with one another while using the playground.

Staff and volunteers under the Morgan Hill Community Foundation (later known as the Morgan Hill Inclusive Playground committee) worked with Verde Design to develop a conceptual plan in late 2015. The City eventually partnered with the Magical Bridge Foundation, who were hired to design the park, support grant writing and fundraise for the project. While the fundraising portion of this partnership was not as successful, the City did receive significant grant funding and the Magical Bridge Foundation provided the project's plans and specifications for bidding.

On March 18, 2020, City Council awarded this project to CRW Industries, Inc. in the amount of \$5,562,090 with a contingency of \$556,209. The scope of work for this project included the demolition of the existing community park playground area and the construction of a new expanded playground (Attachment 1 - Vicinity Map). Additional work included but was not limited to the following: earthwork, material export, grading, site drainage, parking lot, playground area, paving, fencing, signage, site furnishings, irrigation, planting, electrical, signage, striping, and a prefabricated restroom.

Work began slowly as the COVID-19 pandemic was at its peak during the start of work. During the pandemic, CRW Industries worked with minimal sized crews to keep the project moving with limited resources for materials and labor. During the first nine months of construction, the undergrounding utility, earthwork, grading, and electrical work were completed. No significant above ground work began until Spring 2021 as there were long material delays in securing play equipment(s) and restroom. One significant material delay was a warehouse fire that caused the destruction of the slides. It took nearly six months for the prefabrication, delivery and installation of these slides. This delay also caused other delays to the fine grading of the slide mound as this is a critical part of the project. Once all the equipment was delivered and with the pandemic easing, CRW Industries, Inc. and their subcontractor ultimately completed the project for a grand opening on June 4, 2022. Additional miscellaneous items and closeout items were necessary post grand opening and the project was substantially completed on October 31, 2022.

The final construction contract with CRW Industries, Inc. is \$6,049,822.46, which included ten change orders for a contingency amount of \$487,732.46 (Attachment 2 - Project Closeout). Staff recommends accepting this project as it is completed in accordance with the plans and specifications and directing the City Clerk to file the Notice of Completion (Attachment 3 - Notice of Completion).

COMMUNITY ENGAGEMENT:

Inform

This project was brought forward by community members and is being driven by community members. The design process was developed and coordinated by the Morgan Hill Inclusive Playground Committee volunteers. This committee has continued to be involved with the design process and help drive the project to the goal of completion.

Prior to and during construction, staff informed the community regarding the progress of this project using media, social media, and the City's website.

ALTERNATIVE ACTIONS:

Accepting the project in accordance with the contract documents is a required process and enables the City to release any retained funds owed to the contractor per California

Public Contract Code Section 7107.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

May 17, 2016 – City Council approved the concept designs for the Inclusive Playground Project.

June 21, 2017 – City Council approved updates for the Capital Improvement Plan, including funding in FY 2017-18 for the Inclusive Playground Project.

July 19, 2017 – City Council approved an agreement with the Magical Bridge Foundation for the support in fundraising, grant writing, and design for the Morgan Hill Inclusive Playground.

October 4, 2017 – City Council authorized the City Manager to apply for the County of Santa Clara All Inclusive Playground Grant, which the City was ultimately awarded \$2 million towards the Project.

October 17, 2018 – City Council authorized the City Manager to enter into a design agreement with the Magical Bridge Foundation for the completion of designs for the Project.

December 19, 2018 – City Council approved the Magical Bridge Morgan Hill Playground Concept Design.

March 18, 2020 - City Council awarded Morgan Hill Inclusive Playground/Magical Bridge Project.

FISCAL AND RESOURCE IMPACT:

The final contract amount for the Morgan Hill Inclusive Playground/Magical Bridge Project is \$6,049,822.46. The contract was awarded to CRW Industries, Inc. in the amount of \$5,562,090 with an authorized contingency of \$556,209 (Total of \$6,118,299). The project is funded in the adopted Capital Improvement Program budget, under Project 137015, utilizing Park Impact Fund (301). The balance of \$68,476.54 will be returned to Fund 301.

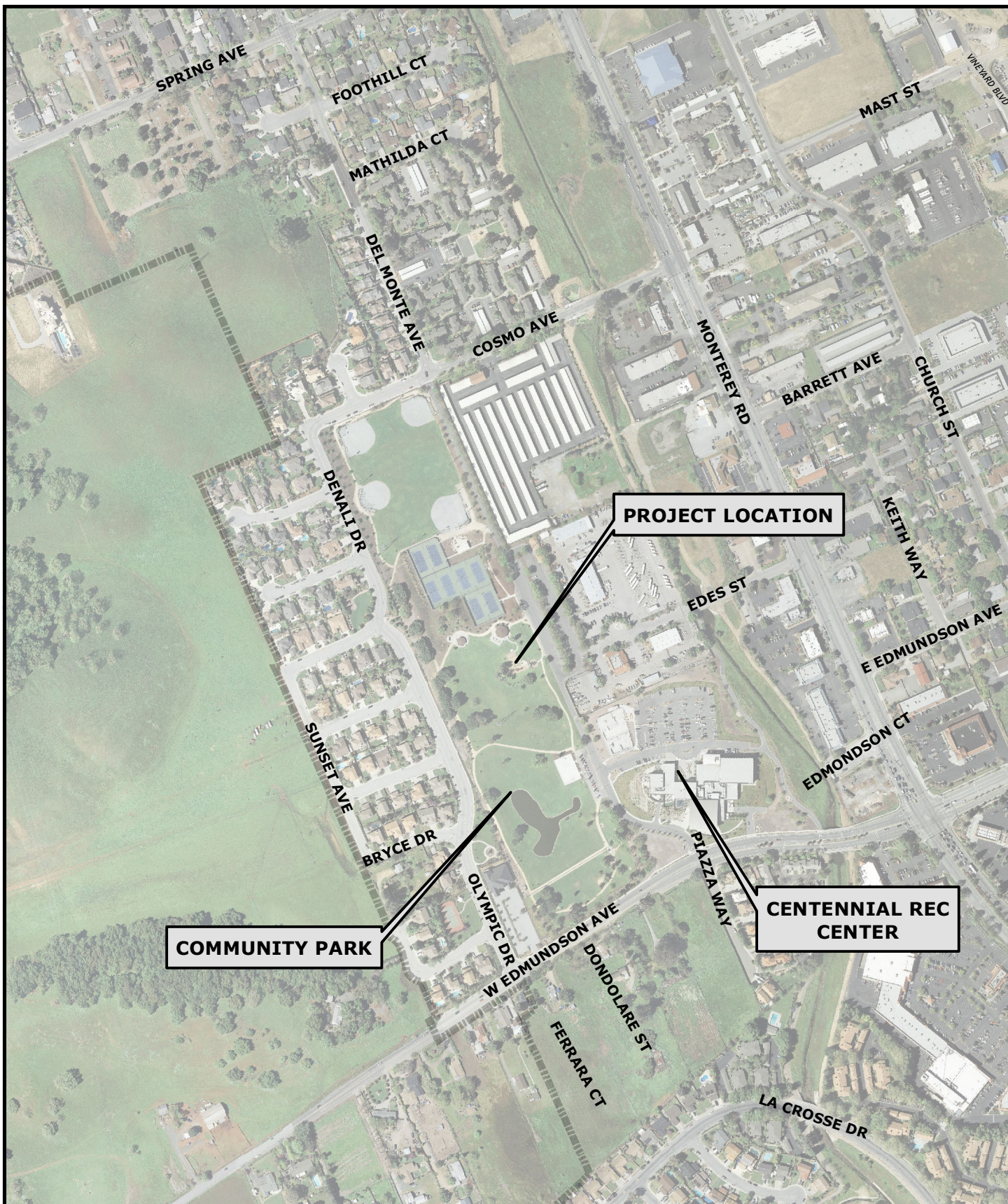
Significant grant funding for the project included: County All Inclusive Playground Grant (\$2,000,000), County Office of Education (\$200,000) and County Parks Grant (\$150,000) for project reimbursement. Additionally, hundreds of thousands in donations were collected and used towards the construction of the Project.

CEQA (California Environmental Quality Act):

Categorical Exemption

Notice of Exemption was filed for the project in November 2017 based on the

categorical exemption 15301 - Existing Facilities 15304 - Minor Alterations to Land and
15311 - Assessory Structures.



**Engineering and Utilities Department
Capital Improvement Division**

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**MORGAN HILL
INCLUSIVE PLAYGROUND/
MAGICAL BRIDGE PROJECT**



0 187.5 375 750 1,125 1,500
Feet

CIP Contract Acceptance Funding Closeout Statement

Project:	Morgan Hill Inclusive Playground/Magical Bridge Project		
Project No:	137015		
Date of Project Award:	18-Mar-22	Project Award Amount:	
Funding Source:	F301	Contingency Authorized:	
Date of Project Acceptance:	16-Nov-22	Total Authorized:	
		Actual Base Contract Spent:	

Change Orders			
	Description	Date	Council Approval Req'd? (Y/N)
CO #1	Add Self Cleaning Auto Wash to (2) New Restroom Building not in Plans		N
CO #2	Additonal Changes to Bridge and Playhouse		N
CO #3	Add Square Footage to Safety Surfacing		N
CO #4	Upgrade Guardrail Thickness and Change from Straight Panels to Curved Panels and Revise Fencing Material and Height		N
CO #5	Add Railings not on Plans, Install Gates on Site, and Install Fence at Playlot Area		N
CO #6	Add Receptacles at Outdoor Classroom Area, Conduit Re-route due to Conflict		N

CO #7	Add Donor Wall, Relocate 6" Water Main at Entry, Add Exit Ramp at Playhouse, Remove 12" Pipe and Drain Inlet in Conflict with Bridge Foundation, Remove Concrete at Bridge Landing, Add New Seatwall, Add Curb at Harp Area, Credit for Cameras and Wifi, and Credit for Striping and Signage		N
CO #8	Exisitng Irrigation Repairs		N
CO #9	Hydroseeding in Place of Seeding in Project and Additonal Repairs to Irrigation		N
CO #10	Decomposed Granite Install in Front of Entry Way and Maintenance Road		N
			Total C.O.:

Additional Appropriations		
Source	Amount	Date
None		

Construction Fund Balance:

\$68,476.54

Total Construction Amount (Base Contract plus CO's):

\$5,562,090
\$556,209
\$6,118,299
\$5,562,090

\$27,639.35
\$52,541.00
\$70,830.00
\$114,016.78
\$68,218.81
\$12,445.22

\$37,734.06
\$22,087.59
\$55,830.01
\$26,389.64
\$487,732.46

\$6,049,822.46

Recording Requested By:

When Recorded Mail To:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

NOTICE OF COMPLETION

Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the Owner or agent of the Project described below.
2. Owner's full name is City of Morgan Hill.
3. Owner's address is 251 Edmundson Avenue, Morgan Hill, CA 95037.
4. The nature of Owner's interest in the Project is:
XX Fee ownership ___ Lessee ___ Other:
5. Construction work on the Project performed on Owner's behalf is generally described as follows: Demolition of existing playground and Reconstruction of an All Inclusive Playground
6. The name of the original Contractor for the Project is: CRW Industries, Inc.
7. The Project was completed on: October 31, 2022
8. The Project is located at: 251 Edmundson Avenue

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

Date and Place

Signature

Scott Creer, City Engineer

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Angie Gonzalez, Deputy City Clerk

APPROVED BY: City Manager

ADOPT ORDINANCE 2338, NEW SERIES, APPROVING A ZONING MAP AMENDMENT FOR EXPANSION OF A MIXED-USE FLEX ZONE AND PLANNED DEVELOPMENT COMBINING DISTRICT AND MASTER PLAN FOR A 66.49-ACRE AREA LOCATED AT THE NORTHEAST QUADRANT OF COCHRANE ROAD AND HIGHWAY 101 (APNS 728-37-001, -002, -004, -005 & -007)

RECOMMENDATION(S)

Waive the reading, adopt Ordinance No. 2338, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

Supporting our Youth, Seniors, and Entire Community

Preserving and Cultivating Public Trust

Advancing Regional Initiatives

2022-2023 Strategic Priorities

Affordable Housing and Homelessness

Economic Development

Guiding Documents

Economic Blueprint

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

On November 2, 2022, the City Council introduced Ordinance No. 2338, New Series, by the following roll call vote: AYES: Borgioli, Constantine, Martinez Beltran, McKay, Spring; NOES: None; ABSTAIN: None; ABSENT: None.

The project would involve construction of Phase II of the Cochrane Commons development on the undeveloped site adjacent to the completed Phase I. The project would consist of 498 residential units and 135,000 square feet of retail space. The

residential uses would be located in the northern and middle portion of the project site and commercial retail would be located in the southern portion. A General Plan Amendment was also proposed to expand the Mixed-Use Flex General Plan land use designation to the entire Phase 2 portion of the site. The City Council approved a project with a reduced General Plan Amendment area that relates directly to the residential uses planned for the site. The City Council also approved modifications to development standards and uses as recommended by the Planning Commission - reduced height and certain uses moved from permitted to conditional included. The City Council also certified the Subsequent Environmental Impact Report (SEIR) and adopted Findings of Significance and a Statement of Overriding Considerations for the project.

COMMUNITY ENGAGEMENT:

The proposed project was publicly noticed with expanded noticing (mailed to property owners within an expanded notice area – beyond 600 feet - of the project site and display notice placed in the local newspaper) for the minimum 10-day period. Information regarding the meeting was also placed on social media and the City's 411 information email. Prior to this public hearing, the Planning Commission also held two separate preliminary hearings in 2020 and 2021.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Planned Development Combining District (PD) and associated Master Plan Overlay for the project site was established by City Council Ordinance No. 1746, New Series on November 5, 2005. The Planning Commission considered the initial preliminary application at their February 11, 2020 meeting. The applicant continued to refine the application and appeared before the Planning Commission again on March 23, 2021. The Planning Commission approved amendments to the General Plan Land Use Map and Zoning Map at their October 11 meeting.

FISCAL AND RESOURCE IMPACT:

The City development review functions are cost-recovery, with fees collected from applicants to cover cost of services. These fees have been collected.

CEQA (California Environmental Quality Act):

A Subsequent Environmental Impact Report (SEIR) was certified by City Council on November 2, 2022. The SEIR identified significant impacts to the following California Environmental Quality Act (CEQA) environmental issue area: transportation. As described in the SEIR, Vehicle Miles Traveled (VMT) impacts can be mitigated, but the project would not fall below the applicable residential VMT per capita threshold and would be considered significant and unavoidable. All other subject area impacts were determined to have no impact or less than significant with the implementation of mitigation measures.

ORDINANCE NO. 2338

AN ORDINANCE OF THE CITY OF MORGAN HILL APPROVING A ZONING MAP AMENDMENT FOR EXPANSION OF A MIXED-USE FLEX ZONE AND PLANNED DEVELOPMENT (PD) COMBINING DISTRICT AND MASTER PLAN FOR A 66.49-ACRE AREA LOCATED AT THE NORTHEAST QUADRANT OF COCHRANE ROAD AND HIGHWAY 101 (APNs 728-37- 001, -002, -004, -005 & -007)

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

- SECTION 1.** The Planned Development (PD) amendment will yield a mixed-use project that is consistent with General Plan City and Neighborhood Form Policies CNF-10.3, CNF-10.6, CNF-13.1 Housing Element Policy HE-4u, Economic Development Element Policy ED7.4. There is no specific plan or area plan relating to this site.
- SECTION 2.** The existing PD provides for a regional shopping center and the first phase has been completed. Stand-alone, big box shopping centers are no longer a successful development model and, as such, the applicant desires to incorporate housing into the project to create a mixed-use neighborhood more consistent with the Morgan Hill 2035 General Plan and superior to the originally approved PD.
- SECTION 3.** There is an existing Planned Development on this property. Substantial public benefits were not required with the approval of the original PD. The incremental changes proposed by the Amendment allow housing on the site. The project will pay special attention to the connections between Phase I and II to ensure uses complement each other and there is adequate interface between uses. The project will give to the pedestrian scale of common areas and activation of the pedestrian realm. The additional activation of public spaces and connections across the property will provide benefits not only to residents of the center, but to the public as well.
- SECTION 4.** The site is more than adequate in size to accommodate the original regional shopping center Planned Development as well as the proposed mixed-use development that would be achievable by adding housing to the site.
- SECTION 5.** The site is located adjacent to Highway 101 bounded by Cochrane Road and Mission View Drive. There are wet and dry utilities and infrastructure in the surrounding area that support the development of this site.

SECTION 6. The proposed changes to the existing PD will create a mixed-use neighborhood that will be compatible with the existing and planned land use character in the area surrounding the existing center. There continues to be a significant impact under CEQA related to transportation, similar to what was approved as part of the 2005 PD and associated EIR. However, this significant impact is based on Vehicle Miles Traveled (VMT). The traffic study conducted for the General Plan based on Level of Service (LOS) demonstrated that the proposed mixed-use project would not result in any new or substantially more severe effects on intersection operations than the previously approved commercial/retail development.

SECTION 7. A Subsequent Environmental Impact Report has been prepared for this project as part of the General Plan Amendment and Zoning Amendment applications. Mitigation measures and a monitoring program will be adopted for those environmental impacts identified in the report.

SECTION 8. The required findings for a Zoning Amendment in Section 18.114.060 can be made. The Planned Development amendment will yield a mixed-use project that is consistent with General Plan City and Neighborhood Form Policies CNF-10.3, CNF-10.6, CNF-13.1 Housing Element Policy HE-4u, Economic Development Element Policy ED7.4. There is no specific plan or area plan relating to this site. The inclusion of housing and the creation of a mixed-use neighborhood will not be detrimental to the public interest, health, safety, convenience, or welfare of the city. The project site is physically suitable for the proposed changes to the existing PD and the creation of a mixed-use neighborhood will create a more integrated community with easy access to goods and services.

SECTION 9. The required findings for a General Plan Amendment in Section 18.115.060 of the Municipal Code and for a Planned Development amendment in Section 18.30.050 H.7 of the Municipal Code can be made.

SECTION 10. The request was considered by the Planning Commission at its regular meeting of October 11, 2022, at which time the Planning Commission recommended approval of Zoning Amendment application, **ZA2019-0003: COCHRANE – MORGAN HILL RETAIL VENTURE CENTER** and the Planned Development Master Plan as described in the attached Exhibit “A” dated October 30, 2019, and revised on March 13, 2020, and further revised by applicant on October 11, 2022 and further revised by the Planning Commission on October 11, 2022, and by this reference incorporated herein. The City Council accepts the recommendation of the Planning Commission and adds a maximum height and number of stories for residential uses.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 2ND DAY OF NOVEMBER 2022, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 16TH DAY OF NOVEMBER 2022, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATE OF THE CITY CLERK ∞

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. 2338, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 16th day of November 2022.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

EXHIBIT A – Planned Development Master Plan

MIXED USE PROJECT
COCHRANE ROAD AND HIGHWAY 101
A DINAPOLI, BROWMAN, GUGLIELMO DEVELOPMENT

PD GUIDELINES
MORGAN HILL, CA
October 2022

Location

Cochrane Commons is located at the northeast quadrant of the Cochrane Road overpass at Highway 101.

Introduction and Intent

The intent of this narrative is to describe the architectural theme and site development plans which will guide the future development of this site relative to architectural compatibility, site design, landscape features, and signage concepts. These development standards are designed to provide flexibility to allow creative freedom and diversity, which is necessary for maintaining and attracting national retail tenants and future residents to the Cochrane Commons mixed use project. This document outlines the guidelines under which all businesses and residents can synergistically coexist in a competitive market and in close proximity to Cochrane Commons Shopping Center. Except as otherwise modified and amended herein the existing and approved PUD shall remain in full force and effect, including without limitation the permitted and conditionally permitted uses as well as the original site plan.

Development Guideline Format

These PD guidelines are organized as follows:

- Section 1: Allowable Uses
- Section 2: Site Development Concept
- Section 3: Landscape and Lighting Concepts and Guidelines
- Section 4: Parking and Loading/Circulation
- Section 5: Architectural Concepts and Guidelines
- Section 6: Site Design Guidelines
- Section 7: Utilities and Appurtenant Uses / Devices

SECTION 1: ALLOWABLE USES

All capitalized terms herein shall have the meaning set forth in the Morgan Hill Zoning Code, as adopted on June 6, 2018.

Permitted Uses:

- Small, medium and big box Retail, (including, but not limited to General Retail, Convenience Markets, Home Improvement Centers, Grocery stores, Liquor Stores, Drug Stores, and/or Large Commodity Retail)
- Residential Land Uses (8-24 dwelling units per acre), rentals or for sale (including, but not limited to, Duplexes, Triplexes, Group Housing, Live/Work Units, Mixed Use Residential, Multi-Family Dwellings, Single-Family Dwellings, Single-Family Attached Dwellings, and/or Single Family Detached Dwellings)
- Residential Care Facilities, Small
- Day Care Centers and/or Home Day Care
- Colleges and Trade Schools, Community Assembly, Cultural Institutions, Instructional Services, Schools
- Eating and Drinking Uses (including, but not limited to, Restaurants, Fast Food Restaurants, Sit-Down, quick service, fast casual, café, market hall, cafeteria style, drive in and full service)
- Up to five (5) Drive-Through Facilities. Drive-Through Facilities in addition to those permitted above, shall be permitted within the shopping center with the approval of a conditional use permit.
- Commercial Recreation (including indoor health clubs and group fitness facilities), Cinemas and Theaters, Parks and Recreational Facilities, Plant Nurseries
- Pop-up shops, food trucks and/or temporary food kiosks (day or night)
- Farmers Market
- Indoor Animal Boarding
- Professional Offices, Medical Offices and Clinics, Banks and Financial Institutions, Veterinarian Clinics and Hospitals, Government Offices, Service Commercial Uses, Business Support Services, and/or co-working spaces
- Personal Services, Social Services, and/or Public Safety Facilities
- Vehicle Rental and Vehicle Showroom
- Parking Lots and Structures
- Recycling Facilities in conjunction with or required as a part of an allowed use
- Wireless Communication Facilities
- Urban Agriculture
- Wholesaling
- Warehousing, storage, and distribution, as a part of a retail or otherwise allowed use including curbside and in store pick-up services, return and delivery services
- Ecommerce Fulfillment Services business as part of a retail or other allowable use;
- Any other use listed as a permitted use in the original Project PUD approvals, in the GC, General Commercial District in the Morgan Hill Municipal Code, or Mixed-Use Flex designation in the General Plan

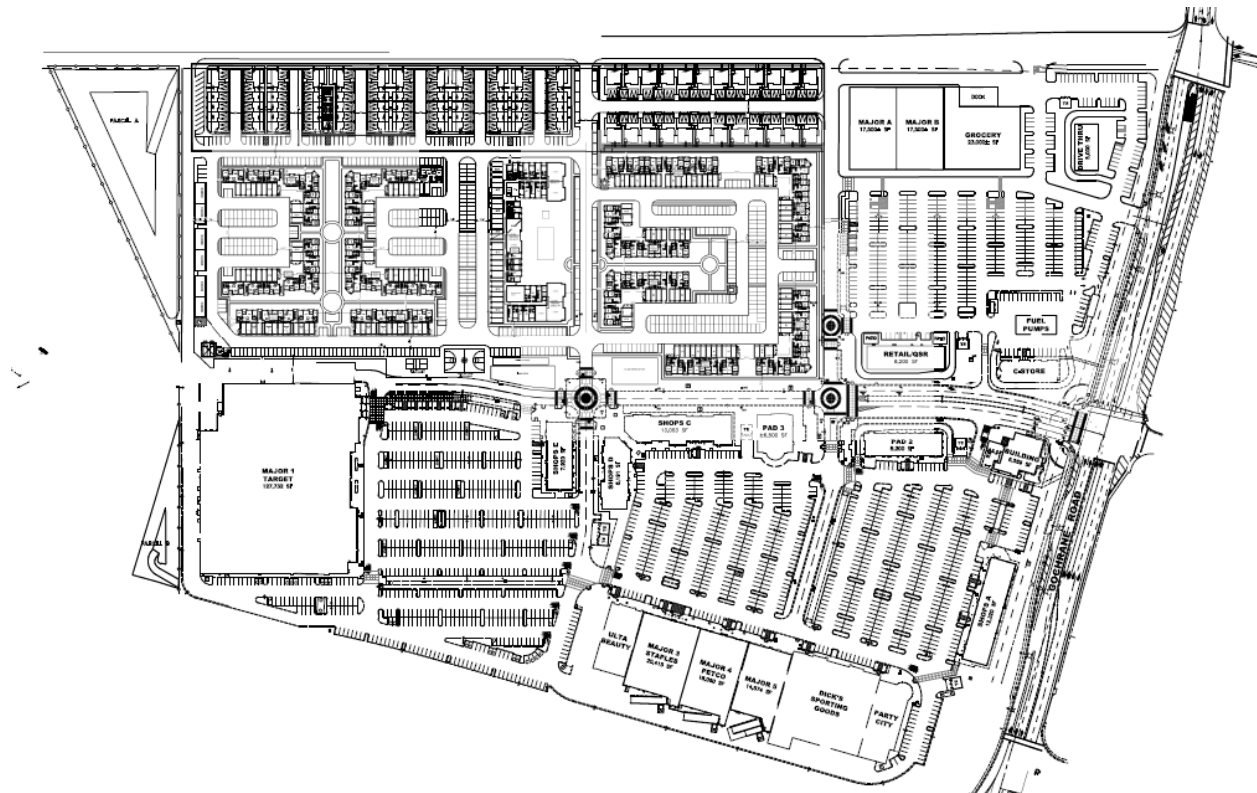
Conditional:

- Any Drive-Through and Drive-In Facilities that is proposed beyond the five (5) that are permitted above shall require a conditional use permit.
- A maximum of one (1) of each: Fuel and Service Stations, Vehicle Washing, and Convenience Markets, unless such use is a part of a Retail tenant located or to be located in the Shopping Center in which case more than one of each of the foregoing shall be permitted.
- Nursing Homes, Long-Term Care, Residential Care Facilities, and/or
- Lodging Facilities, only full service or boutique hotel lodging allowed
- Bars and Nightclubs, Tasting Rooms, Breweries, Beer Gardens
- Fuel and Service Stations, Vehicle Sales and Leasing, Vehicle Washing

- Vehicle Repair and Maintenance, Minor (such as a tire shop, oil changer, car audio shop, or other similar auto oriented uses)

SECTION 2: SITE DEVELOPMENT CONCEPT: Notwithstanding anything contained herein to the contrary, the original Site Development Concept in Section 2 of Ordinance No. 1746 dated December 8, 2005 ("First PD") shall continue in full force and effect, except as added or modified herein.

1. The mixed use site development plan consists of multiple retail areas and residential areas, with vehicular roadways bisecting the site N/S from Cochrane Road at De Paul Drive and E/W from Mission View Drive.
2. Building setbacks along Cochrane Road shall be an average of 25 ft; along Mission View an average of 15 feet,(with all setback distances measured from the property line); however, encroachments into the setback area are permissible to accommodate the architectural and functional needs of the development as long as the overall average is maintained. Building setbacks along rear or side yard property lines adjacent to property not a part of the PD shall be an average of 10'. For all property within the Project that is subject to the PD there shall be no minimum building setback requirements required between buildings or other improvements, uses, or properties within the Project boundaries.
3. The First PD site plan, and the Site Plan and elevations submitted with the PD Application adopted in Ordinance No. 1746 dated December 8, 2005 shall not require further review or approval.
4. The project site plan and project design elevations shall be subject to Administrative Design Review.



Project Site Plan

SECTION 3: LANDSCAPE AND LIGHTING CONCEPTS AND GUIDELINES

Landscape

5. Project landscaping shall be substantially consistent with the Project Site Plan and attached general landscape plan submitted as part of the Amended PD, but will require Administrative Design Review. All street trees and trees planted within the front setback areas shall be a minimum 15 gallon size. Except as permitted under the approved PD Amendment or otherwise shown on approved Project landscape drawings, and except for landscaping adjacent to buildings, all landscape areas shall comply with city code.
6. The general characteristics of the plant palette for the Project shall be a combination of year-round color and textural interest. Plants shall be selected on the basis of color combinations complementary to the existing architectural theme, growing patterns, low maintenance and water conservation characteristics.
7. An average 20 foot wide landscape strip (excluding sections of hardscape elements such as driveways or sidewalks) shall be provided along Cochrane road, and a 15 foot wide landscape strip (excluding sections of hardscape elements such as driveways or sidewalks) shall be provided along Mission View Drive. Encroachments into all landscape setbacks shall be permissible to accommodate the architectural and functional needs of the development as long as the remaining landscaped areas maintains the overall average or a substantial portion of the landscape strip equals or exceeds 15 foot requirement. Acceptable mitigation for such encroachments shall include, without limitation: additional landscape planting, an earthen

berm, or screen walls. Berms shall be an average height of 3 feet with a minimum height of 1.5 feet, and shall undulate where possible to be aesthetically pleasing. Except as provided herein, the design of the landscaping strip referred to above shall substantially conform to the Landscape Plan submitted as part of the PD Master Plan.

8. Canopy-providing trees shall be planted in the parking lot planter islands to produce shade.
9. The main project entrance at DePaul Drive shall be well landscaped and serve as a focal point, and may include attractive landscape walls, project signage, and other features.
10. Shrubs or vine planting shall be provided to screen utilities and trash enclosures.
11. The main parking field and/or any parking structure shall be screened from view of public streets by use of berming and/or bushes of a minimum of 3 feet effective height (18 months after planting), as measured from the top of the nearest street curb.
12. Where possible, landscaping shall be used to soften the appearance of fences and walls and front elevations of large scale retail buildings which lack fenestration or other architectural detailing.
13. All service areas fronting on public streets shall be screened by landscaping, berms, screens, and/or walls, substantially consistent with the colors and materials shown in the 'colors and materials pallet' packet on file in the Development Services Center.
14. Special paving or materials such as integral color concrete or asphalt, pavers, and/or scored concrete paving shall be provided at key on-site intersections. Pedestrian walkways shall be provided connecting groupings of retail structures to other retail areas, mixed use areas, and/or residential areas, and to parking areas. Walkways which cross traffic lanes shall have special markings such as integral colored concrete, scored or raised concrete, colored paving, special striping, and/or paving stones.



Landscape Site Plan

Lighting

15. Any decorative lighting on the pedestrian pathways parallel to the main driveway from Cochrane Road shall be reduced in height and scale, to create a more human-scale feeling and atmosphere.
16. The design of the exterior retail building lighting shall be compatible with the existing architectural style of the project. The design of the exterior residential and/or mixed use building lighting shall be complementary with the existing architectural style of the project, and/or provide an architectural transition to the adjacent residential projects.
17. The main parking lot lighting fixtures shall be consistent throughout the project, provided, however the mixed use and/or residential portions of the project shall complement the other portions of the project and will help identify neighborhoods within the project. The maximum pole height (including the base) shall be 33 feet except that lighting poles along Mission View project edge and the Cochrane Road project edge shall be limited to a maximum height (excluding the base) of 15 feet. Further conditions regarding residentially zoned properties are imposed under guideline #18 below.
18. All lighting shall be shielded and directed in such a manner so as not to directly cast light on neighboring residentially zoned properties outside the Project. The Applicant shall pay special attention to ensure that there is no unacceptable spillage of light outside the applicable boundaries of the project. Prior to issuance of site construction permits, Applicant shall provide a photometric plan evidencing conformance of the lighting plan to these guidelines.

SECTION 4: PARKING AND LOADING/CIRCULATION

19. The main parking field shall be screened from public view on Cochrane Road primarily through constructed buildings, the use of berming and/or hedge row plantings, shrubs, trees or any combination thereof, in a manner substantially consistent with the project Landscape Plan.
20. 90 degree parking, angled parking, compact parking, RV parking, parallel parking, one-way drive aisles, and roundabouts shall be permitted.
21. Parking areas shall be designed to include provision for pedestrian walkways for access to building entrances. Walkways which cross traffic lanes shall have special markings such as integral color concrete, scored or raised concrete, colored paving, special striping and/or paving stones. Walkway strips shall be intermittently provided through landscaped areas to protect landscaping from foot traffic damage.
22. In order to facilitate on-site traffic flow and vehicle and pedestrian safety, parking stalls shall not be located directly adjacent to the front of a retail anchor tenant occupying a ground floor area that is 100,000 square feet or larger (i.e. Major 1 (Target) as shown on the PD Master Plan).
23. Reciprocal access and shared parking between properties shall be permitted and used, whenever possible, and for purposes of calculating parking ratios residential portions of the project shall be allowed to share parking stalls from the retail portion of the project in meeting the guest stall parking requirements. Given the benefits of the walkable and mixed-use nature of the project the Residential portion of the Project shall be permitted to receive an overall reduction in its parking requirements by up to 15% off the total parking required for the residential portion of the Project.
24. Cross access easements shall be provided throughout the project.
25. Shared access easements and driveways shall be provided.

26. Drive aisles shall allow for circulation within the project, with sufficient width for emergency vehicles.
27. Provisions for connecting driveways and walkways between adjacent properties within the project are encouraged.
28. Emergency vehicle access shall be provided throughout the project.
29. Loading areas and docks shall be screened from view along Mission View Drive by landscaping or a screening structure. Screen walls or other screening structures shall be architecturally treated, and may be constructed with metal, concrete, concrete block, wood or a combination thereof (see attached exhibit for an example of acceptable screening). Alternatively, screening along the northern property may be compromised of dense evergreen plantings, or other similar screenings.
30. All truck deliveries between the hours of 10pm to 6am shall enter and exit through the DePaul Drive project driveway (main vehicular entry from Cochrane Road).
31. Parking required for the development shall meet the requirements set forth in this PD Amendment. The project shall benefit from and received credit for shared parking throughout the project and among a mix of uses.

SECTION 5: ARCHITECTURAL CONCEPTS AND GUIDELINES

32. The architectural concept shall create a campus of mixed use residential and commercial structures which vary in character, massing, materials, and colors but remaining complementary to the existing theme of the PD Master Plan. Each structure shall be complementary to the existing architectural theme or most directly adjacent structure, but may maintain its own uniqueness prioritizing thoughtful transitions from differing styles within the project and the context of the neighborhood. Building facades may contain design features and variances in scale to create interest in character. The design of entertainment uses may be enhanced by featured elements which may include some or all of the following: neon, tower, marquee, theater lights and statement lobby glazing. The development shall include tower and/or entry features, bold cornices, and varying facades, and a variety of materials, colors and storefronts. Awnings, light sconces, site lighting, and/or street furniture shall be situated at appropriate locations as determined by Applicant to enhance the pedestrian and/or human scale feel of the project.
33. No lodging use shall exceed 68 feet in height to the top of the parapet except that tower and accent features of buildings may exceed such height limitations as long as (i) the scale and design of such features are complementary to the existing architectural design of the project; (ii) such exceptions affects no more than 25% of the applicable building; (iii) such features shall not exceed 75 feet at the highest point. Notwithstanding the above, no building sharing a frontage with Mission View shall exceed 2 stories in height, excluding roof decks or other outdoor space which in this case shall not be included in the total number of building stories. No residential use shall exceed 4 stories or 55 feet in height.
34. Rooflines may be flat and/or provide variation in height, cascading rooflines, or a combination of the above, which shall be complementary to the existing architectural theme established for the development.
35. Large, continuous structures shall incorporate breaks in horizontal planes by varying architectural features and designs and recessing windows and entrances, to provide substance and scale.

36. Windows shall be enhanced by use of various sizes and shapes, and highlighted by the use of accent trim (e.g. molding, pop-out or wood trim). The design shall be complementary to the architectural style of the project.
37. Architectural treatment shall be applied to the front façade of all building elevations consistent with the below design elevation concepts and complementary to the existing retail development and surrounding residential neighborhoods; complementary architectural treatment shall also be applied to other areas of any building clearly visible from any public street. Final building designs shall be a staff level design review approval.
38. Building design shall be compatible with the immediate adjacent building and provide harmonious transition between various uses.
39. Gutters and downspouts shall be made of quality materials and treated to blend into the façade to which it is attached, unless as a design element, in which case the color shall be consistent with the color schemes of the building.
40. No mechanical equipment shall be exposed on the wall surface of any building.
41. All roof-mounted mechanical equipment or ductwork which project vertically above the roof or parapet shall be screened consistently with the building design.
42. Any outdoor storage of goods, materials or equipment (e.g. garden center, lumber yard) shall be located within an enclosed area. The fencing and/or screening enclosing such area shall be complementary to the existing architectural theme of the PD Master Plan and designed in a manner complementary to the building design and site layout. Chain link fencing with wood inserts is not an acceptable manner of screening.
43. Fences and walls shall be designed to be compatible with the surrounding landscape and architectural style of the PD.
44. Trash enclosures shall be constructed of solid material, and shall be a minimum of six feet in height, with solid view obstructing gates. Reasonable efforts shall be made to screen trash enclosures or locate them in inconspicuous locations.



3 Story Multi-Family



4 Story Multi-Family



Retail



Bungalows



Townhomes



Townhomes

SECTION 6: SIGN DESIGN GUIDELINES

45. This PD shall permit two (2) pylon sign structures along Highway 101 near the north end of the site and one pylon structure along Highway 101 near Cochrane Road consistent with the original PD application (8/22/05), subject, if necessary, to approval by the SCVWD. The two pylon signs near the north end of the site shall be a maximum height of 68 ft, as measured to the top of the horizontal cornice. The pylon sign near Cochrane Road shall be a maximum height of 50 ft, as measured at the top of the horizontal cornice. Decorative architectural features may extend above the 68 ft and 50 ft height limits as depicted on the sign elevations date stamped October 27, 2005, on file at the Community Development Department. This PD shall also permit one monument sign structure consistent with the original PD application (8/22/05) at the intersection of Cochrane Road and Mission View Drive. This monument sign shall be a maximum overall height of 20 feet, and shall not be illuminated in the evenings after 10pm. In addition, this PD shall permit directional signage, other residential project signage, landscape wall signs including but not limited to landscape wall signs along Cochrane and Mission View, and other signage consistent with a leasing office.
46. Except as permitted above, the uniform sign program for the Project shall control the signage requirements and placement of signs within the project. The uniform sign program shall be applicable to all buildings and uses within the PD. Tenant identification signs and “now leasing” signs will be allowed on the sides of the buildings that are visible to Highway 101. Signs, Banners and posters shall be permitted and must be of a high quality with character, and ambiance complementary to the existing architectural theme and the standards of the PD Master Plan. Address numbers shall contrast with their background and shall be a minimum of six inches in height.

47. Poster boards containing retail displays (including advertising), for sale/for rent signs incorporating an artistic component or displaying information of community interest shall be permitted.

SECTION 7: UTILITIES AND APPURTENANT USES / DEVICES

48. Easements for the installation and maintenance of utilities, walkways, roads, shared driveways, parking and drainage facilities shall be recorded as part of any subdivision map or lot line adjustment.
49. Detention ponds and/or bioswales may be located within any setback area or outside a setback area.
50. Utility equipment may be located with landscaped or setback areas provided they are located as far from the street frontage as feasibly possible, and adequately screened and/or landscaped to limit the visibility of such equipment.
51. Uses within the PD that utilize shopping carts shall provide indoor or outdoor screened storage of the carts and shall provide for architecturally treated collection areas throughout the parking lots.
52. Vending machines, bike and/or scooter racks, rideshare pick up areas, solar panel installations, newspaper racks, coin operated devices, electric vehicle parking and/or charging stations or other similar devices may be placed on the exterior and/or walkway and/or parking lot or garage adjacent to proposed buildings, provided the area in which the device is located is neat, attractive, attractive or otherwise architecturally treated or landscaped. Once installed, such devices and locations shall be maintained in a high quality manner.

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Angie Gonzalez, Deputy City Clerk

APPROVED BY: City Manager

AMEND CONFLICT OF INTEREST CODE REPORTING CATEGORIES

RECOMMENDATION(S)

Adopt resolution amending the list of positions subject to the City's Conflict of Interest Code.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

REPORT NARRATIVE:

The Political Reform Act requires every local government agency to review its Conflict of Interest Code (Code) biennially (even years) to determine if it is accurate or must be amended. The Leadership Team, including the City Attorney and Deputy City Clerk, has conducted the review. Based on said review, staff recommends that the City Council adopt the resolution (Attachment 1) amending the Code to update the reporting categories. The categories to be deleted are shown as strike-outs, and the categories that have been added or amended are shown as underscored/bold.

Staff has identified the recommended changes below to the Code to comply with Government Code Section 87306 to update the reporting categories and to comport with the current employee classifications:

- Add the following reporting categories:
 - a. Senior Human Resources Analyst
 - b. Administrative Analyst
 - c. Economic Development Coordinator
 - d. Planning Manager
 - e. Building Manager
 - f. Building Inspector
 - g. Assistant/Associate Planner
 - h. Police Administrative Manager
 - i. Emergency Services Coordinator
 - j. Program Analyst
 - k. Public Services Administrative Manager

- l. Senior Recreation Supervisor
- m. Environmental Services Manager
- n. Housing Director
- o. Environmental Services Administrator
- p. Supervising Civil Engineer

- Remove the following reporting categories:

- a. Council Services and Records Manager
- b. Communications & Engagement Director
- c. Economic Development Manager

- The following titles have been amended:

- a. City Clerk/Public Information Officer
- b. Maintenance Service Coordinator
- c. Utility Operations Manager

COMMUNITY ENGAGEMENT:

Inform

This report serves to inform the community about the amendments to the City's Conflict of Interest Code.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City's Conflict of Interest Code is required to be reviewed biennially. It was last reviewed and approved on August 5, 2020.

FISCAL AND RESOURCE IMPACT:

There are no fiscal or resource impacts associated with this action.

CEQA (California Environmental Quality Act):

Not a project. Administrative activities of governments that do not result in direct physical changes in the environment do not qualify as a project for purposes of CEQA.

RESOLUTION NO. 22-0XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AMENDING RESOLUTION NO. 20-043 PERTAINING TO THE CITY'S CONFLICT OF INTEREST CODE BY AMENDING EXHIBIT A (DESIGNATED POSITIONS) TO REFLECT CURRENT CITY POSITION(S) AND DISCLOSURE CATEGORIES

WHEREAS, pursuant to Government Code 87300, Resolution No. 1827 was adopted on September 21, 1983, and subsequently amended by various resolutions; and

WHEREAS, the Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially or as deemed appropriate; and

WHEREAS, the Fair Political Practices Commission has adopted Title 2 of the California Code of Regulations § 18730, which contains the terms of a standard model conflict of interest, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission after public notice and hearings to conform to amendments to the Political Reform Act; and

WHEREAS, a review has been conducted and a determination has been reached that certain amendments are required to update the Code and maintain its accuracy as outlined in Exhibit A – Persons Subject to the Conflict of Interest Code; and

WHEREAS, the Mayor, Council Members, City Manager, City Attorney, City Treasurer, and Planning Commission are not listed in the City's Conflict of Interest Code as they are governed by § 87200 of the Government Code.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORGAN HILL adopts the attached Exhibit A – Persons Subject to the Conflict of Interest Code; and Exhibit B – Conflict of Interest Code for the City of Morgan Hill.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 16th day of November 2022 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No.22-0XX, adopted by the City Council at the meeting held on November 16, 2022.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

EXHIBIT A

Persons Subject to the Conflict of Interest Code

Listed below are the designated positions in the local agency that are required to file Disclosure Statements.

Category 1 is defined as:

A designated employee, board member, and commissioner must report all interests in real property having a direct or indirect relationship to, and which may foreseeably be affected by, the official duties and responsibilities of each such designated position.

Category 2 is defined as:

A designated employee, board member, and commissioner in this category must report all investments having a direct or indirect relationship to, and which may foreseeably be affected by, the official duties and responsibilities of each such designated position.

Category 3 is defined as:

A designated employee, board member, and commissioner in this category must report income and business entities in which he or she is a director, officer, partner, trustee, and employee or holds any position of management having a direct or indirect relationship to, and which may foreseeably be affected by, the official duties and responsibilities of each such designated position.

Disclosure

<u>Persons Subject to the Conflict of Interest Code</u>	<u>Category</u>
Administrative Services	
Finance Director	1,2,3
Human Resources Director	1,2,3
City Clerk/ <u>Public Information Officer</u>	1,2,3
Budget Manager	1,2,3
<u>Council Services & Records Manager</u>	1,2,3
City Attorney's Office	
Assistant City Attorney	1,2,3
Deputy City Attorney	1,2,3
City Manager's Office	
<u>Communications & Engagement Director</u>	1,2,3
Development Services	
Assistant City Manager for Development Services	1,2,3
Development Services Director	1,2,3
Economic Development Director	1,2,3
<u>Economic Development Manager</u>	1,2,3
<u>Economic Development Coordinator</u>	1,2,3
Principal Planner	1,2,3
<u>Housing Director</u>	1,2,3
Building Official	1,2,3
<u>Building Manager</u>	1,2,3

Senior Planner	1,2,3
Fire Department	
Fire Chief	1,2,3
Assistant Fire Chief	1,2,3
Fire Marshal	1,2,3
Battalion Chief	1,2,3
EMS Chief	1,2,3
Police Department	
Police Chief	1,2,3
Police Captain	1,2,3
Information Technology Director	1,2,3
Police Support Services Manager	1,2,3
Public Services	
Public Services Director	1,2,3
Public Services Administrative Manager	1,2,3
Community Services	
Program Administrator	1,2,3
Recreation Manager	1,2,3
Community Services Supervisor	1,2,3
Older Adult Services Supervisor	1,2,3
<u>Senior Recreation Supervisor</u>	1,2,3
Maintenance Manager	1,2,3
Maintenance <u>Services</u> Coordinator	1,2,3
<u>Environmental Services Manager</u>	1,2,3
<u>Environmental Services Administrator</u>	1,2,3
Engineering and Utilities	
Deputy Director for Engineering/City Engineer	1,2,3
Deputy Director for Utility Services	1,2,3
Utility <u>Systems-Operations</u> Manager	1,2,3
-Senior Project Manager	1,2,3
-Senior Civil Engineer	1,2,3
<u>-Supervising Civil Engineer</u>	1,2,3
Successor Agency to the Morgan Hill Redevelopment Agency Board Members	1,2,3
Morgan Hill Financing Authority Board Members	1,2,3
Morgan Hill Wastewater Facilities Financing Corporation Board Members	1,2,3
Library, Culture & Arts Commissioners	1,2,3
Parks and Recreation Commissioners	1,2,3
Parking Authority of the City of Morgan Hill	1,2,3
Consultants*	1,2,3
*Consultants shall be included in the list of designated employees and shall disclose pursuant to Category 1, 2, and 3, based on the scope of work performed for the City of Morgan Hill, in consultation with the City Attorney.	

EXHIBIT B

CONFLICT OF INTEREST CODE FOR THE CITY OF MORGAN HILL

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains the terms of a standard conflict of interest code which can be incorporated by reference, and that may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of Title 2, California Code of Regulations Section 18730, and any amendments to it duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These terms, along with the attached Appendix which designates officials and employees subject to the code and disclosure categories, constitute the Conflict of Interest Code of the City of Morgan Hill.

Pursuant to Section 4 of the Standard Code, designated employees, boards, and commissioners shall file statements of economic interests with the City of Morgan Hill - City Clerk. The City Clerk is to retain these statements. Upon receipt of the statements of the members of the City Council, City Manager, City Attorney, City Treasurer, and members of the Planning Commission; the City Clerk of the City of Morgan Hill shall make and retain a copy and forward the original of these statements to the Fair Political Practices Commission.

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Cynthia Iwanaga, Management Analyst

APPROVED BY: City Manager

APPROVE FIRST AMENDMENT TO THE BATTALION ONE FIRE PROTECTION MAINTENANCE SERVICE AGREEMENT

RECOMMENDATION(S)

1. Approve the first amendment to the maintenance service agreement with Battalion One Fire Protection, Inc. for an additional year of services for \$17,969, for a total contract amount of \$60,179; and
2. Authorize the City Manager to execute and administer two additional one-year extensions of the maintenance service agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

2022-2023 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

The purpose of this report is to provide the City Council with an opportunity to consider a First Amendment to the City's maintenance service agreement with Battalion One Fire Protection, Inc. for fire protection sprinkler inspections, testing, maintenance, and repair services at City facilities.

The City has contracted with Battalion One Fire Protection, Inc. since January 1, 2021 to provide quarterly, annual, and five-year fire protection sprinkler inspections, testing, and maintenance services at City facilities including the City Hall campus, Community and Cultural Center campus, Centennial Recreation Center, Aquatics Center, Corporation Yard, Downtown Parking Garage, and the Depot Train Station. Repair services are also provided via an extra services allocation of \$10,000 per year. In October 2020, the City released a Request for Bids (RFB) for these services. Seven proposals were received, and Battalion One Fire Protection, Inc. was the responsible bidder with the lowest cost proposal. The original amount of the agreement was \$42,210 for two years with three additional one-year extensions. Since the amount of

the original agreement was below the \$60,000 threshold for City Council approval, it was approved per authority of the City Manager pursuant to Chapter 3.04 of the Morgan Hill Municipal Code on December 8, 2020.

The current agreement with Battalion One Fire Protection, Inc. expires on December 31, 2022. This proposed First Amendment includes an increase of \$17,969 for an additional year of service that would extend the term to December 31, 2023 and increase the total amount of the agreement from \$42,210 to \$60,179. This represents a 5% increase in annual costs. Since the five-year inspections have been completed for all the City facilities, they will be removed from the contract's scope of work, and the First Amendment's costs will reflect only the quarterly inspections, annual inspections, maintenance, and an allocation for extra repairs. The First Amendment would also authorize the City Manager to execute and administer two (2) additional one-year extensions of the maintenance service agreement in annual amounts that would not increase the price of the contract by more than five (5%) percent annually. The maximum not-to-exceed amount with two (2) additional one-year extensions would be \$98,000.

Maintenance staff has been very satisfied with the service that Battalion One Fire Protection, Inc. has provided to date and is recommending that the First Amendment be approved to extend the agreement one year and increase the agreement amount to \$60,179.

COMMUNITY ENGAGEMENT:

Not Applicable

Since fire protection sprinkler inspection, testing, maintenance, and repair services are a regular and expected City maintenance service, no specific engagement activities were conducted to inform the community about this proposed contract amendment.

ALTERNATIVE ACTIONS:

The City Council could decline to approve the First Amendment and instead direct staff to proceed with a request for proposals (RFP) for fire protection sprinkler inspection, testing, maintenance, and repair services. Since Battalion One Fire Protection's agreement expires on December 31, 2022, the City Council could authorize an extension of the contract to March 31, 2023 allowing staff time to conduct an RFP process and have a new agreement in place by April 30, 2023. This is not recommended as maintenance staff continues to be satisfied with their service, and does not believe an RFP will result in improved pricing.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council has not taken prior action on this agreement. The amount of the original agreement was \$42,210, therefore it was approved per City Manager authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code on December 8, 2020.

FISCAL AND RESOURCE IMPACT:

This contract is budgeted in and will be funded by the Public Services Department - Maintenance Services Division's budgets for the individual facilities (Fund 010 - General Fund and Fund 740 - Building Maintenance). The First Amendment would add \$17,969 to the agreement, including \$7,969 in annual inspection, testing, and preventative maintenance costs, and up to \$10,000 in extra repair services.

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

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

**FIRST AMENDMENT TO AGREEMENT
BATTALION ONE FIRE PROTECTION, INC.**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and BATTALION ONE FIRE PROTECTION, INC., a California Corporation ("SERVICE PROVIDER") hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. The CITY and SERVICE PROVIDER entered into that "Maintenance Service Agreement" made as of December 8, 2020, for services for a maximum compensation of Forty-Two Thousand Two-Hundred Ten Dollars (\$42,210.00) ("MAINTENANCE SERVICE AGREEMENT"). The MAINTENANCE SERVICE AGREEMENT is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from December 8, 2020, until December 31, 2023. The City Manager is authorized to extend the term of this Agreement for up to two additional one-year periods. Any such extension shall be in writing and signed by both parties to this Agreement."

B. Paragraph 3 shall be amended by adding the revised Exhibit "A" dated September 28, 2022, attached hereto and incorporated herein by this reference.

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

"4.1. **Amount.** Compensation under this Agreement shall not exceed SIXTY THOUSAND ONE-HUNDRED SEVENTY-NINE AND NO/100 DOLLARS (\$60,179.00) and shall be billed based on the rate and basis set forth in Exhibit B of the "MAINTENANCE SERVICE AGREEMENT and Exhibit B dated September 28, 2022, as of the Effective Date of this Amendment. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the extended term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for the immediately preceding prior year of service."

D. Paragraph 6 shall be amended by adding the revised Exhibit "C" dated September 28, 2022, attached hereto and incorporated herein by this reference.

2. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

ATTEST:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Date: _____

Christina Turner, City Manager

Date: _____

APPROVED AS TO FORM:

BATTALION ONE FIRE PROTECTION, INC.

Donald Larkin, City Attorney

Date: _____

By: Jon Zang

Title: Chief Executive Officer and Vice President

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: October 6, 2022

By: Alia Jackson

Title: Chief Financial Officer

Print Name and Title of Signer.

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

Date: October 6, 2022

EXHIBIT 1

MAINTENANCE SERVICE AGREEMENT
Battalion One Fire Protection, Inc.

THIS AGREEMENT is entered into and becomes effective on 12/8/2020 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Battalion Fire Protection, Inc. a California corporation ("SERVICE PROVIDER") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the authority of the City Manager pursuant to Chapter 3.04 of the Morgan Hill Municipal Code.

2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2022 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum of three one-year extensions. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be fire protection services as further described in Exhibit A.

4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:

4.1. **Amount.** \$42,210. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Forty-two thousand two hundred ten dollars and shall be billed based on the rate and basis set forth in Exhibit B. If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for each subsequent extended one-year term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the immediately preceding prior year of service.

4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination,

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Updated: June 2020

SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The City Manager is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

- 5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify SERVICE PROVIDER of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.
- 5.2. **Temporary Suspension of Services.** CITY'S need for services may be suspended due to unforeseeable or unavoidable circumstances beyond its control. Such circumstances include, but are not limited to, earthquake, fire, explosion, flood or other natural catastrophe; governmental legislation, condemnation, acts, orders, or regulation; war or acts of terrorism; strikes or labor difficulties; and quarantine, epidemic, or pandemic. CITY shall provide a 5-days' written notice or less under urgent circumstances to temporarily suspend services at specific CITY facilities. CITY reserves the right to request which CITY facilities are to be serviced or not serviced due to unforeseeable or unavoidable circumstances; and the level of service at each CITY facility. Upon suspension, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid up to the date of the suspension. No further payments will be made for services provided after the date of the suspension. CITY shall provide 5 days' written notice when the circumstances for the suspension of specific facilities' services are removed for SERVICE PROVIDER to commence providing services.
6. **Performance of Work.** SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on **Exhibit C, "Schedule of Performance,"** attached hereto and incorporated herein by this reference. The City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER's equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of the City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at SERVICE PROVIDER's sole risk.
7. **Hazardous Materials.** Without limiting any other requirement or obligation of SERVICE PROVIDER under this Agreement, if SERVICE PROVIDER needs to use any material or chemical considered to be a hazardous material under any federal, state or local law, regulation or policy, SERVICE PROVIDER agrees to fully and timely abide by and comply with all laws, regulations and policies pertaining to the use, transport, removal, handling, disposal or other activity related to any and all such materials or chemicals. Prior to commencement of work or services under this Agreement, SERVICE PROVIDER shall provide CITY with a complete list of the hazardous materials SERVICE PROVIDER reasonably anticipates it may need to use to

provide the services of SERVICE PROVIDER under this Agreement, together with the reasonably anticipated quantities thereof, if requested by CITY.

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

8.1. **Insurance Types and Amounts.**

- 8.1.1. **Commercial General Liability (CGL).** SERVICE PROVIDER shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.2. **Automobile Liability.** SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 8.1.3. **Workers' Compensation Insurance and Employer's Liability.** SERVICE PROVIDER shall maintain Workers Compensation coverage, as required by law, in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If SERVICE PROVIDER is self-insured, SERVICE PROVIDER shall provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.
- 8.1.4. **Pollution (Environmental) Liability.** If the performance of SERVICE PROVIDER's work or service under this Agreement involves hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials, SERVICE PROVIDER shall procure and maintain Pollution Liability covering the SERVICE PROVIDER'S liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous

materials. Such coverage shall be in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.5. Professional Liability.

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

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

8.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of SERVICE PROVIDER's work or service under this Agreement involves contact with minors, SERVICE PROVIDER shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

8.2.1. General Liability and pollution liability (when pollution liability applies).

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

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

8.2.1.3. insurance shall be primary non-contributing.

8.2.2. Workers Compensation.

If the performance of SERVICE PROVIDER'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, SERVICE PROVIDER'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

- 8.3. Qualification of Insurers. All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.
- 8.4. Certificates. SERVICE PROVIDER shall furnish CITY with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to SERVICE PROVIDER's agreement with CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein

Certificate Holder address:

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

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

10. Compliance with Law.

- 10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.

- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, CITY reserves the right to withhold payment to SERVICE PROVIDER until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

11/11/2020

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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

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

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

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

Address of SERVICE PROVIDER is as follows:

Battalion One Fire Protection, Inc.
14755 Catalina Street
San Leandro, CA 94577

Address of CITY is as follows:

Public Services Director	with a copy to:
City of Morgan Hill	City Clerk
17575 Peak Avenue	City of Morgan Hill
Morgan Hill, CA 95037	17575 Peak Avenue
	Morgan Hill, CA 95037

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

16. **Service Provider's Proposal.** If applicable, this Agreement shall include SERVICE PROVIDER'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

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17. **Maintenance of Records.**

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

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

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

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

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

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

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

22. **Defense and Indemnification.**

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

contained in this Agreement by SERVICE PROVIDER, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

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

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

22.4. Right to Offset. CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER's failure to pay CITY promptly any indemnification arising under this Section (22) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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

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

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

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

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

27. Binding Agreement. Notwithstanding the provisions of Section 20 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

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

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

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

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

ATTEST:

DocuSigned by:
Michelle Bigelow
City Clerk/Deputy City Clerk

Michelle Bigelow
Print Name

Date: 12/9/2020

APPROVED AS TO FORM:

DocuSigned by:
Donald A. Larkin
City Attorney

Donald A. Larkin
Print Name

Date: 11/23/2020

CITY OF MORGAN HILL

DocuSigned by:
Christina Turner
City Manager

Christina J. Turner
Print Name

Date: 12/8/2020

BATTALION ONE FIRE PROTECTION, INC.

By: [Signature]

Jon Zang, Vice President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 11/11/2020

By: [Signature]

Alia Jackson - Corporate Secretary
Print Name and Title of Signer.
If Corporate: Secretary, Assistant Secretary, Chief Financial Officer or Assistant Treasurer

Date: 11/11/2020

919683

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

Expiration Date(s) 7/31/2022

Seal:

U:\Legal Forms\Consultant Agreements\City Maintenance Service Agreement.Docx

1000003615

Contractor's DIR Registration Number(s) (if applicable)

Expiration Date(s) 6/30/2022

EXHIBIT A SCOPE OF SERVICES

Contractor will provide fire protection sprinkler inspection, testing and maintenance services designed to maximize performance, safety, and life span of the City's fire protection systems for the City of Morgan Hill facilities referenced below and any other city facilities as requested by City staff.

Contractor shall provide all work and materials as described in this Scope of Services, which shall include all labor, transportation, supplies, materials, parts, tools, machinery, employee safety equipment, equipment, supervision, applicable taxes, and all other work and materials required under this Agreement. All work shall be done in a first class, complete and clean workmanlike manner, conforming with best industry practices, and in conformance with all applicable original manufacturer's specifications. Contractor shall facilitate proactive preventive maintenance, maximize equipment life and maximize beneficial usage of the fire protection systems covered by this Agreement.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with said services and shall comply with all applicable safety laws, good industry standards, take all reasonable precautions for safety of the public, property tenants, and employees, City employees, and other persons on or about the property sites.

The selected contractor will perform the inspections in a sweeping manner, that is, going from one location to the next until they are completed.

The Scope of Services for the testing is to be performed under the 2013 edition of NFPA 25 (California Edition) as amended in Chapter 80 of the 2019 California Fire Code.

The City Facilities to be serviced include, but are not limited to:

Facility	Address
1. Corporation Yard	100 Edes Court
2. City Hall Campus including City Hall, Council Chambers and The Villas	17555 Peak Avenue., 17575 Peak Avenue, 535 Alkire Avenue.
3. Police Department	16200 Vineyard Blvd
4. Centennial Recreation Center (CRC)	171 W. Edmundson Ave
5. Aquatics Center (AC)	16200 Condit Road
6. Community and Cultural Center (CCC) including Gavilan College building, MH Playhouse and Children's Pavilion	CCC-17000 Monterey Road Gavilan College- 17060 Monterey Road MH Playhouse- 17090 Monterey Road Children's Pavilion-17000 Monterey Road
7. Downtown Parking Garage	50 E. Third Street
8. Depot Train Station	17300 Depot Street

Quarterly Inspections

- Visual inspection of the following:

- Automatic sprinkler system
- Control valves – identification sign
- Control valves – inspection
- Waterflow alarm devices
- Supervisory devices
- Gauges (wet pipe system)
- Enter water supply pressure below riser check
- Enter water supply pressure above riser check
- Pressure readings acceptable
- Hydraulic design information sign
- General information sign
- Heat tap
- Spare sprinkler
- Fire department connections
- Alarm valves – exterior inspection
- Pressure reducing valves
- Backflow preventers
- Small hose connections – hose valve
- PRV – Fire sprinkler system

Annual Inspections

- Everything on the quarterly inspection
- Visual inspection of the following:
 - Sprinklers
 - Buildings freeze protection
 - Pipe and fittings
 - Hangers
 - Seismic braces
- Testing of the following:
 - Field service test
 - Recall sprinklers
 - Water flow alarm devices
 - Main train test
 - Control valve position
 - Control valve operation
 - Supervisory devices
 - Backflow preventer assemblies*
 - Small hose connections with PRV hose valves / partial flow test
- Maintenance of the following:
 - Control valves
 - Small hose connections
 - Obstruction Investigation**

- System returned to service

*Annual testing of the backflows for the fire backflows only. The City retains other certified backflow personnel who test the other backflow devices.

** This is not the internal obstruction investigation that is only required during the 5-year service.

5 Year Inspections

- Everything on the quarterly service
- Everything on the annual service
- Testing of the following:
 - Pressure gauges – calibration
 - Small hose connections
- Maintenance of the following:
 - Check valves – internal inspection
 - FDC – Backflush
 - Internal pip inspection

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Bld Item	Location	Per Quarterly Inspection	Per Annual Inspection	Per Five-Year Inspection
1	Corp Yard	92.50	375.00	555.00
2	City Hall Campus: City Hall, Council Chamber, The Villas	185.00	925.00	1,110.00
3	Police Dept.	92.50	555.00	740.00
4	Centennial Rec Center	92.50	462.50	555.00
5	Aquatics Center	92.50	462.50	555.00
6	Community and Cultural Center including Gavilan, MH Playhouse & Children's Pavilion	185.00	832.50	2,220.00
7	Downtown Parking Garage	185.00	555.00	740.00
8	Depot Train Station	92.50	370.00	555.00
9	SUBTOTALS	1,017.50	4,537.50	7,030.00
10	TOTAL: 6 Quarterly Inspections	6,105.00		
11	TOTAL: 2 Annual Inspections		9,075.00	
12	TOTAL: 1 Five-Year Inspection			7,030.00
13	TOTAL: INSPECTIONS			22,210.00
14	TOTAL: EXTRA SERVICES @ \$10,000 per year for two years			20,000.00
15	GRAND TOTAL CONTRACT AMOUNT:			42,210.00
	Standard Hours: 8 a.m. to 5 p.m.: \$185 per hour/4 hour minimum			
	After Hours: 5 p.m. to 8 a.m.: \$277.50 per hour/4 hour minimum			
	Weekends-Saturdays: \$277.50 per hour/4 hour minimum			
	Sundays and Holidays: \$370.00 per hour/4 hour minimum			

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

The quarterly, annual and five-year inspections are to be scheduled in coordination with the City of Morgan Hill maintenance staff per the scope of work.

REVISED EXHIBIT A
2023 SCOPE OF SERVICES
DATED SEPTEMBER 28, 2022

The Five-Year Inspections are removed from the scope of services because they were completed in 2022.

SEPTEMBER 28, 2022
Revised Exhibit B-Schedule of Compensation Rates
Battalion One Fire Protection

Quarterly Inspections		5% increase	
Bid Item	Location	2020-2022 Per Quarterly Inspection	2023 Per Quarterly Inspection
1	Corporation Yard	92.50	97.13
2	City Hall Campus	185.00	194.25
3	Police Department	92.50	97.13
4	Centennial Rec Center	92.50	97.13
5	Aquatics Center	92.50	97.13
6	CCC, Gavilan College, MH Playhouse, Children's Pavilion	185.00	194.25
7	Downtown Parking Garage	185.00	194.25
8	Depot Train Station	92.50	97.13
9	Subtotal: One Quarterly Inspections (All Facilities)	1,017.50	1,068.38
10	Subtotal: Quarterly Inspections (3 per year)	6,105.00	3,205.13
Annual Inspections			
Bid Item	Location	2020-2022 Per Annual Inspection	2023 Per Annual Inspection
1	Corporation Yard	375.00	393.75
2	City Hall Campus	925.00	971.25
3	Police Department	555.00	582.75
4	Centennial Rec Center	462.50	485.63
5	Aquatics Center	462.50	485.63
6	CCC, Gavilan College, MH Playhouse, Children's Pavilion	832.50	874.13
7	Downtown Parking Garage	555.00	582.75
8	Depot Train Station	370.00	388.50
9	Subtotal: One Annual Inspection for All Facilities	4,537.50	4,764.38
10	Annual Inspections (1 per year)	9,075.00	4,764.38
Five Year Inspections			
Bid Item	Location	2020-2022 Per Five-Year Inspection	2023 Per Five-Year Inspection
1	Corporation Yard	555.00	-
2	City Hall Campus	1,110.00	-
3	Police Department	740.00	-
4	Centennial Rec Center	555.00	-

5	Aquatics Center	555.00	-
6	CCC, Gavilan College, MH Playhouse, Children's Pavilion	2,220.00	-
7	Downtown Parking Garage	740.00	-
8	Depot Train Station	555.00	-
9	Subtotal: One Five-Year Inspection	7,030.00	-
10	Five-Year Inspections (1 every 5 years)	7,030.00	-

Subtotal Original Contract: Inspections	22,210.00	
Subtotal First Amendment: Inspections		7,969.50
Extra Services \$10,000 Per Year	20,000.00	10,000.00
Grand Total: Original Contract	42,210.00	
Grand Total: First Amendment		17,969.50

Grand Total: Original Contract + First Amendment	60,179.50
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REVISED EXHIBIT C
2023 SCHEDULE OF PERFORMANCE
DATED SEPTEMBER 28, 2022

The Five-Year Inspections are removed from the scope of services because they were completed in 2022.

The quarterly and annual inspections are to be scheduled in coordination with the City of Morgan Hill maintenance staff per the scope of services.

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

David Gittleson, Associate Engineer

APPROVED BY: City Manager

APPROVE ACQUISITION OF SEWER EASEMENT (PATEL) APN 841-03-063 FOR THE SEWER RELIEF TRUNK LINE PROJECT

RECOMMENDATION(S)

1. Adopt resolution approving the purchase of a sewer easement (1,984 square feet), APN 841-03-063 for \$27,000 plus escrow and closing costs from Jitendra and Nayana Patel for the Sewer Relief Trunk Line Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to consummate the transaction.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

Maintaining and Enhancing Infrastructure

2022-2023 Strategic Priorities

Fiscal Sustainability

Guiding Documents

Morgan Hill 2035 General Plan

Wastewater System Master Plan

REPORT NARRATIVE:

Hydroscience Engineers, Inc. were initially hired in May of 2016 to design a sewer trunk line between Highland Avenue to Cohansey Avenue. The following year, City Council extended the design to Renz Lane in Gilroy, approximately seven miles in total length, to complete the full design. To date, the alignment has been approved by the City of Gilroy City Council and the plans are 90% complete. With the current alignment, there are five sewer easements that will need to be acquired by the City of Morgan Hill in order to install the sewer trunk. One easement is needed from PG&E, another by the City of Gilroy, and three easements from private citizens. This staff report focuses on one private citizen (Patel). Associated Right of Way Services is actively pursuing the remaining private sewer easements needed for the project. The City is working with

PG&E and the City of Gilroy to obtain those sewer easements.

In September 2021, the City notified the Patel family that a sewer easement was required for the Sewer Relief Trunk Project. In January 2022, the City made an initial offer to the Patel family for an appraised value of \$18,000, which consisted of 1,984 square feet of easement. The Patel family reviewed the City's offer and countered with \$27,000, citing the appraisal was more than 6 months old and that the property had development potential. Since an updated appraisal cost is \$5,000 and takes a few months to prepare, staff concluded that agreeing to their offer is more efficient and avoids high condemnation costs should an agreeable amount not be reached.

Subsequently, a Property Purchase Agreement was prepared and signed by the property owner (Attachment No. 1). Staff, therefore, recommends that City Council approve the property purchase as: 1) the property is required for the project, 2) the owner is a willing seller, 3) the settlement increase is relatively small, and 4) the cost to litigate would be substantially greater. The purchase price is thus \$27,000 plus escrow, closing costs, and title insurance.

COMMUNITY ENGAGEMENT:

Numerous community engagement and design meetings were held throughout the early planning and design phases of the project. In addition, the Environmental Report process also included opportunities for the community to provide input regarding the scope, content, and potential environmental impacts from the project.

ALTERNATIVE ACTIONS:

No feasible alternative options. Without the sewer easements, the City would not be able to install the sewer relief trunk line as designed. The current alignment was previously approved by the City of Gilroy. Changing the alignment now would be cost prohibitive and would not guarantee that other easements would not be required.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

- On May 4, 2016, City Council approved a design agreement with HydroScience Engineers, Inc. for \$651,760 for the preparation of design plans and specifications for the sewer trunk segment between Highland and Cohansey.
- On April 19, 2017, City Council approved a First Amendment with Hydroscience Engineers, Inc. for \$521,900 to accelerate the design and complete the design to Renz Lane in Gilroy.

FISCAL AND RESOURCE IMPACT:

Sufficient funds for the \$27,000 sewer easement acquisition plus escrow and closing costs have been budgeted for the project. The project is budgeted in the approved

Fiscal Year 2022-23 Capital Improvement Program under CIP #308A08 with \$3,000,000 from the Sewer Impact Fund (641).

CEQA (California Environmental Quality Act):

Not a Project

The sewer easement acquisition is not considered a project, as defined in Section 15378 of the State CEQA Guidelines. However, the Sewer Relief Trunk Line project itself is a project and requires CEQA review. David J. Powers has prepared an Initial Study to identify and mitigate all environmental impacts from the project. At the time the construction contract is awarded, City Council will be asked to adopt a mitigated negative declaration.

City of Morgan Hill
PROPERTY PURCHASE AGREEMENT

This Property Purchase Agreement (the "Agreement") is between Jitendra Patel and Nayana Patel, trustees of the Jitendra Patel and Nayana Revocable Family Trust dated November 3, 2020 ("PROPERTY OWNER" or "GRANTOR") and the City of Morgan Hill, a municipal corporation ("CITY" or "GRANTEE"). GRANTOR and GRANTEE may collectively be referred to as Parties.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed by the Parties as follows:

1. Entire Agreement

The Parties have herein set forth the whole of their agreement. GRANTOR agrees to sell and GRANTEE agrees to purchase a sanitary sewer easement as described in Exhibits A and B, being a portion of property in Santa Clara County APN 841-03-063 (PROJECT PROPERTY) for use by GRANTEE on the Sewer Trunk Line Project (PROJECT). Specifically, GRANTOR agrees to grant a sanitary sewer easement, on the terms and conditions set forth in this Agreement. The form of the Grant of Sanitary Sewer Easement is as depicted in Exhibit C. The performance of this Agreement constitutes the entire consideration for the Deed(s) and shall relieve CITY of all further obligations or claims due to the location, grade, construction or operation of the proposed public improvement.

2. Public Purpose

CITY and GRANTOR acknowledge and agree that the GRANTOR'S property being acquired by CITY is for public use and is necessary for the construction, operation and maintenance of the Sewer Trunk Line Project, a public project.

3. Delivery of Documents

Prior to or concurrently with the execution of this Agreement, GRANTOR shall execute and deliver the Grant of Sanitary Sewer Easement suitable for recordation to the Old Republic Title Company ("ORTC") located at 18625 Sutter Boulevard #950, Morgan Hill, CA 95037, conveying from GRANTOR to CITY a sanitary sewer easement as indicated in Exhibits A and B, incorporated herein by this reference, covering the property particularly described therein, collectively the PROJECT PROPERTY. GRANTOR agrees to execute all other documents necessary to complete the transaction transferring project property from GRANTOR to GRANTEE. Delivery in the manner described is solely for the convenience of the Parties. GRANTEE shall not be deemed to have accepted delivery of the Grant Deed or sanitary sewer easement until such time as the sanitary sewer easement is approved and accepted by the City Council of the City of Morgan Hill. GRANTOR hereby authorizes CITY to prepare and file escrow instructions in accordance with this Agreement on behalf of both Parties.

4. Purchase Price and Title

- A. The purchase price for the sanitary sewer easement is \$27,000.00. CITY shall pay the sum of Twenty Seven Thousand Dollars (\$27,000.00) for the Project Easement identified in Exhibits "A" and "B" attached hereto and made a part hereof, to ORTC, for the account of the GRANTOR, conditioned upon the PROJECT PROPERTY vesting in CITY free and clear of all liens, leases, encumbrances (recorded or

unrecorded), title defects, assessments and taxes except any exceptions to title which are acceptable to CITY as said exceptions are identified in the title report relating to the PROJECT PROPERTY issued by the above Title Company. Clearing of any title exceptions not acceptable to CITY is the responsibility of GRANTOR.

- B. CITY shall pay all escrow, recording and title insurance charges, if any, incurred in this transaction.
- C. Prior to the close of escrow, CITY shall have the authority to deduct and pay from the amount shown in Clause 4A herein any amount necessary to satisfy any liens, bond demands and delinquent taxes due, together with penalties and interest thereon, and/or delinquent and unpaid non delinquent taxes and assessments, which may have become a lien at the close of escrow. No taxes are expected to be due as GRANTOR is a public entity. If owing, taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and Taxation Code if unpaid at the close of escrow. Close of escrow for this transaction shall be contingent upon the title company receiving deeds of reconveyance from any deed of trust or mortgage holder trustees and beneficiaries.

5. Improvements

Except as may be otherwise provided herein, the purchase price for the PROJECT PROPERTY includes compensation for any and all improvements.

6. Permission to Enter Grantor's Property and Right of Possession

Upon execution of this Agreement by the Parties, permission is hereby granted by GRANTOR to CITY or its authorized agent(s) to enter on the PROJECT PROPERTY to commence work on the PROJECT. It is agreed and confirmed by the Parties hereto that, notwithstanding the other provisions in this Agreement, the right of possession and use of the PROJECT PROPERTY by CITY, and/or its designees or assignees, including the right to remove and dispose of improvements, and install and connect utilities, shall commence on the execution of this Agreement by the Parties.

7. City Performed Work

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by CITY, shall be left in as good condition as found.

8. Hazardous Wastes

The acquisition price of the PROJECT PROPERTY being acquired in this transaction reflects the fair market value of the PROJECT PROPERTY without the presence of contamination. If the PROJECT PROPERTY being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the CITY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the CITY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or

indirectly from or connected with the existence of toxic or hazardous material on the PROJECT PROPERTY, save and except claims, costs or litigation arising through the sole willful misconduct of the CITY, its agents or employees.

9. Binding on Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns of the Parties to this Agreement.

10. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the PROJECT PROPERTY exceeding a period of one month, and GRANTOR further agrees to hold CITY harmless and reimburse CITY for any and all of its losses and expenses occasioned by reason of any lease of said PROJECT PROPERTY held by any tenant of GRANTOR for a period exceeding one month.

11. Release of Claims

GRANTOR, for itself, its agents, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges CITY, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, liabilities and demands, including without limitation any claim arising out of or pertaining, directly or indirectly, to the acquisition of the PROJECT PROPERTY described in this Agreement and the construction of any improvements thereon, including without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

GRANTOR acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to his/her release of claims as set forth in this Agreement, and understands that by executing this Agreement it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted herein. In giving this release, GRANTOR expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

12. Approval of City Council

GRANTOR understands that this Agreement is subject to the approval of City Council. Further, that this Agreement shall have no force or effect unless and until said CITY approval has been obtained.

13. Authority to Sign

GRANTOR and the signatories represent and warrant that the signatories to this Agreement are authorized to enter into this Agreement to convey real property and that no other authorizations are required to implement this Agreement on behalf of GRANTOR.

14. Integrity of Property

Except as otherwise provided herein or by express written permission granted by CITY, GRANTOR shall not, after the date of execution of this Agreement and the close of escrow, alienate, lien, encumber or other transfer of the PROJECT PROPERTY or any portion thereof or allow the same to occur, cause or allow any physical changes on the PROJECT PROPERTY, or enter into any lease or contract with respect to the Project Property or any portion thereof which would survive the close of escrow and impair CITY's use of the PROJECT PROPERTY. GRANTOR shall maintain the PROJECT PROPERTY in its current condition and shall make, at GRANTOR's expense, all repairs necessary to maintain the PROJECT PROPERTY in such condition.

15. Casualty or Loss

If, prior to the close of escrow, GRANTOR becomes aware that all or any material portion of the PROJECT PROPERTY has been destroyed, or substantially damaged, GRANTOR shall promptly give CITY written notice of the event, and CITY, at its option, may, on or before the close of escrow, elect to terminate this Agreement by giving GRANTOR written notice of termination, in which event the Parties shall be relieved and released of and from any further duties, obligations, rights, or liabilities hereunder. If CITY elects to complete the transactions contemplated in this Agreement, the Agreement shall remain in full force and effect and the purchase contemplated herein shall be consummated with no further adjustment or modification, and at the close of escrow, GRANTOR shall assign, transfer, and set over to CITY all of the right, title, and interest of GRANTOR in and to any insurance proceeds resulting from any casualty or any awards that have been or may thereafter be made. Such set over may be made at close of escrow by crediting the amounts of any such proceeds and/or awards against the amounts by CITY for the property acquisition under this Agreement.

16. Counterparts Signature

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

17. Specific Performance and Other Remedies

The Parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the Parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of

any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the Parties may have hereunder at law or in equity.

18. Severability.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

19. Governing Law and Venue.

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

20. Notices

All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested. Notice shall be considered given when mailed. Notices shall be addressed as shown below for each party:

City of Morgan Hill
Development Services Center
David Gittleson, P.E.
17575 Peak Avenue
Morgan Hill, CA 95037

Jitendra and Nayana Patel
~~342 Lewis Street~~
Gilroy, CA 95020

39625 Fremont Blvd
Fremont, CA 94538

21. Independent Legal Advice

Each party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first written herein below.

CITY:

City of Morgan Hill
A Municipal Corporation

BY: _____
Christina Turner

Title: City Manager

Date: _____

APPROVED AS TO FORM:

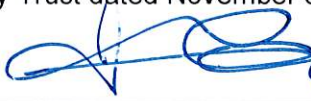
By: _____
Donald Larkin

Title: City Attorney

Date: _____

GRANTOR:

Jitendra Patel and Nayana Patel, trustees of
the Jitendra Patel and Nayana Revocable
Family Trust dated November 3, 2020

By:  9-23-2022
Jitendra Patel, Trustee

Date: _____

Nayana Patel
By: 
Nayana Patel, Trustee

Date: 9-23-2022



June 21, 2021
HMH 4897.00.272
Page 1 of 1

EXHIBIT "A"
SANITARY SEWER EASEMENT

REAL PROPERTY in the City of Gilroy, County of Santa Clara, State of California, being a portion of Parcels One & Three as described in the Grant Deed recorded November 16, 2020, in Document No. 24702838 of Official Records, Santa Clara County Records, described as follows:

BEGINNING at the southeasterly corner of said Parcel Three, being on the westerly line of Chestnut Street;
Thence along said westerly line, North 19°17'56" West, 132.29 feet;
Thence South 70°42'04" West, 15.00 feet, to a line parallel with and 15 westerly of the westerly line of Chestnut Street;
Thence along said parallel line, South 19°17'56" East, 132.30 feet, to the southerly line of said Parcel Three;
Thence along said southerly line, North 70°40'36" East, 15.00 feet, to the POINT OF BEGINNING.

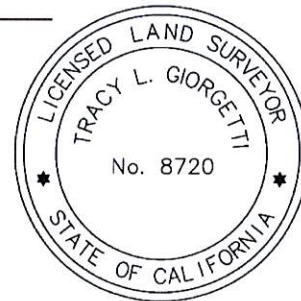
Containing 1,984 square feet or 0.05 acres, more or less.

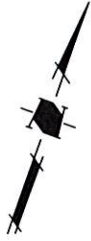
As shown on Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 6-21-21

Tracy L. Giorgetti
Tracy L. Giorgetti, LS 8720





0 25 50

1 IN. = 50 FT.

PARCEL ONE
DOC 24702838

S70°42'04"W
15.00'

15'

S19°17'56"E 132.30'

N19°17'56"W 132.29'

CHESTNUT
STREET

PARCEL THREE
DOC 24702838

N70°40'36"E
15.00'

37.5'

POB

LEGEND

POB POINT OF BEGINNING



SHEET 1 OF 1

Date: 2021-06-21

Designed: —

Drawn: RF

Checked: TG

Proj. Engr.: —

489700PL03



1570 Oakland Road
San Jose, CA 95131

(408) 487-2200
HMHca.com

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION:
SANITARY SEWER EASEMENT

CITY OF GILROY

CALIFORNIA

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK
CITY OF MORGAN HILL
17575 PEAK AVENUE
MORGAN HILL, CA 95037

RECORD AT NO FEE PER GOVERNMENT
CODE SECTIONS 6103 & 27383

APN 841-03-063

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF SANITARY SEWER EASEMENT

Jitendra Patel and Nayana Patel, trustees of The Jitendra Patel and Nayana Revocable Family Trust dated November 3, 2020, as owner of the property APN 841-03-063 (Grantor), hereby grants to the City of Morgan Hill, a municipal corporation of the State of California (Grantee), a non-exclusive easement for sanitary sewer purposes over, under, and upon those certain areas of land, with the right to enter upon the easement at any time for inspection, installation, construction, repair and maintenance thereof, located within the easement area as described in Exhibit A and Exhibit B,.

These easements shall be kept open and free from buildings, and structures of any kind except public service structures, irrigation systems, and appurtenances thereto, lawful fences, and all lawful unsupported roof overhangs.

Executed the day and year first above written.

GRANTOR:

By: _____

Name: Jitendra Patel, Trustee

Date: _____

By: _____

Name: Nayana Patel, Trustee

Date: _____



June 21, 2021
HMH 4897.00.272
Page 1 of 1

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Containing 1,984 square feet or 0.05 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

This legal description was prepared by me or under my direction in accordance with the Professional Land Surveyors Act.

Date: 6.21.21

Tracy L. Giorgetti
Tracy L. Giorgetti, LS 8720





0 25 50

1 IN. = 50 FT.

PARCEL ONE
DOC 24702838

S70°42'04"W
15.00'

15'

S19°17'56"E 132.30'

N19°17'56"W 132.29'

CHESTNUT
STREET

POB

37.5'

N70°40'36"E
15.00'

PARCEL THREE
DOC 24702838



LEGEND

POB POINT OF BEGINNING

SHEET 1 OF 1

Date: 2021-06-21
Designed: —
Drawn: RF
Checked: TG
Proj. Engr.: —
489700PL03



1570 Oakland Road
San Jose, CA 95131

(408) 487-2200
HMHca.com

EXHIBIT "B"
PLAT TO ACCOMPANY DESCRIPTION:
SANITARY SEWER EASEMENT

CITY OF GILROY

CALIFORNIA

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated _____ from Jitendra Patel and Nayana Patel, trustees of the Jitendra Patel and Nayana Revocable Family Trust dated November 3, 2020 to the City of Morgan Hill, a governmental agency, is hereby accepted by order of the City Council by the undersigned officer or agent on behalf of the Council pursuant to authority conferred by Resolution No. _____ of the Morgan Hill City Council adopted on _____, 2022, and the grantee consents to the recordation thereof by its duly authorized officer.

Recommended for Approval	City of Morgan Hill
_____ Scott C. Creer, City Engineer	_____ Christina J. Turner, City Manager
	Date: _____

RECORDING REQUESTED BY:

CITY OF MORGAN HILL

WHEN RECORDED MAIL DOCUMENT TO:

CITY CLERK
CITY OF MORGAN HILL
17575 PEAK AVENUE
MORGAN HILL, CA 95037

RECORD AT NO FEE PER GOVERNMENT
CODE SECTIONS 6103 & 27383

APN 841-03-063

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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These easements shall be kept open and free from buildings, and structures of any kind except public service structures, irrigation systems, and appurtenances thereto, lawful fences, and all lawful unsupported roof overhangs.

Executed the day and year first above written.

GRANTOR:

By:  _____

Name: Jitendra Patel, Trustee

Date: 9-23-2022

By:  _____

Name: Nayana Patel, Trustee

Date: 9-23-2022



June 21, 2021
HMH 4897.00.272
Page 1 of 1

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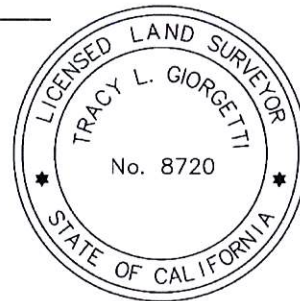
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Tracy L. Giorgetti, LS 8720





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POINT OF BEGINNING



SHEET 1 OF 1

Date: 2021-06-21

Designed: —

Drawn: RF

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Proj. Engr.: —

489700PL03



1570 Oakland Road
San Jose, CA 95131

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PLAT TO ACCOMPANY DESCRIPTION:
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CITY OF GILROY

CALIFORNIA

CERTIFICATE OF ACCEPTANCE

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Recommended for Approval	City of Morgan Hill
_____ Scott C. Creer, City Engineer	_____ Christina J. Turner, City Manager
	Date: _____

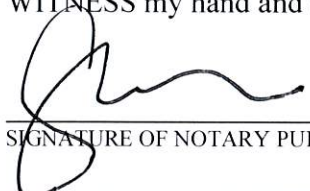
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On September 23 2022, before me, Sarah Elizabeth Marlowe Notary Public in and for said County and State, personally appeared Nayana J. Patel proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

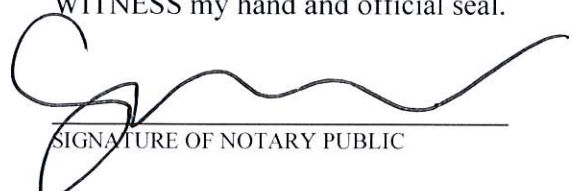
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of **California**
County of **Santa Clara**

On September 23 2022, before me, Sarah Elizabeth Marlowe a Notary Public in and for said County and State, personally appeared Vijendra Kumar Maganbhai proved to me on the basis of satisfactory evidence to be the person whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


SIGNATURE OF NOTARY PUBLIC



(ABOVE AREA FOR NOTARY SEAL)

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING A PROPERTY PURCHASE AGREEMENT FOR A SEWER EASEMENT (APN 841-03-063) FROM PATEL, FOR THE SEWER RELIEF TRUNK LINE PROJECT

WHEREAS, the Sewer Relief Trunk Line Project is included in the Fiscal Years 2022-23 Capital Improvement Program under CIP#308A08 with funding budgeted for purchasing right of way and design professional services. The subject property from Jitendra and Nayana Patel is required in order to construct the project, and therefore in the public's interest to acquire a portion of the real property for the public Project (Hale Avenue Extension Project); and

WHEREAS, on January 20, 2022, the City of Morgan Hill made a voluntary offer to purchase a sewer easement (1,984 square feet) from Jitendra and Nayana Patel for the appraised value of \$18,000 from a state certified MAI appraiser; and

WHEREAS, on September 23, 2022, the property owners, Jitendra and Nayana Patel signed a Property Purchase Agreement for an administrative settlement amount of \$27,000; and

NOW, THEREFORE, City Council of the City of Morgan Hill, based upon the foregoing and all documents, statements and facts known to City Council, does hereby resolve:

SECTION 1. Approval of Property Purchase Agreement. City Council approves the Property Purchase Agreement to acquire a sewer easement (1,984 SF) for a total amount of \$27,000 from Jitendra and Nayana Patel, see Attachment A. The Settlement amount of \$27,000 plus the escrow and closing costs are hereby approved.

SECTION 2. Authority to City Manager. City Council authorizes the City Manager to execute the Agreement and all documents necessary to consummate the transactions contemplated therein, including without limitation, accepting the Grant Deed. City Council further authorizes the City Manager to make minor modifications to the foregoing described documents which may be necessary to consummate the transactions.

SECTION 3. CEQA.
Not a Project

The sewer easement acquisition is not considered a project, as defined in Section 15378 of the State CEQA Guidelines. However, the Sewer Relief Trunk Line project itself is a project and requires CEQA review. David J. Powers has prepared an Initial Study to identify and mitigate all environmental impacts from the project. At the time the construction contract is awarded, City Council will be asked to adopt a mitigated negative declaration.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 16th day of November 2022 by the following vote:

AYES:
NOES:

ABSTAIN:
ABSENT:

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. xx-xxx, adopted by the City Council at a regular meeting held on November 16, 2022.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Cynthia Iwanaga, Management Analyst

APPROVED BY: City Manager

APPROVE SECOND AMENDMENT TO THE JOINT VENTURE SILICON VALLEY CONSULTANT AGREEMENT FOR THE COUNTYWIDE SOLID WASTE SERVICES PROGRAM

RECOMMENDATION(S)

1. Approve the Second Amendment to the Consultant Agreement with Joint Venture Silicon Valley to add Special Projects for \$49,324 for a revised total contract amount of \$399,324; and
2. Authorize the City Manager to execute and administer the Second Amendment to the Consultant Agreement with Joint Venture Silicon Valley.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment

REPORT NARRATIVE:

The purpose of this report is to provide the City Council with an opportunity to consider a Second Amendment to the City's Consultant Agreement with Joint Venture Silicon Valley (JVSV) that would add special projects to the agreement's scope of work for the administration and implementation of Santa Clara County's Countywide Food Recovery Program (FRP).

In 2019, the Santa Clara County Recycling and Waste Reduction Commission (RWRC) voted to fund JVSV to develop, launch and facilitate the Countywide Food Recovery Program (FRP) to comply with SB 1383 food recovery requirements. The FRP is responsible for providing documentation to support participating jurisdictions with SB 1383 compliance, educating commercial food generators, increasing commercial food generators' access to food recovery organizations and food recovery services, monitoring commercial edible food generators' compliance with SB 1383, and increasing food recovery capacity if they do not have sufficient capacity.

In July 2021, City of Morgan Hill staff began providing Technical Advisory Committee (TAC) Administrator and Contracting Agent roles for administering the work of the

RWRC as Countywide Solid Waste Services. As contracting agent, the City of Morgan Hill entered into an agreement with JVSF for \$300,000 to administer and implement Santa Clara County's Countywide Food Recovery activities through June 30, 2023.

In June 2022, the City entered into a First Amendment with JVSF to incorporate Inspection Program services for the Food Recovery Program in the amount of \$100,000 for FY 2022-2023, and remove \$50,000 for extra services from the contract resulting in a revised contract amount of \$350,000.

On October 13, 2022, the County RWRC Implementation Committee voted to award an additional \$49,324 to JVSF to implement special projects to enhance food recovery efforts in Santa Clara County. The proposed Second Amendment will add the special projects' scopes of work, which is both the development of a detailed scoping plan for commercial food waste prevention, and food recovery solutions designed to amplify the food waste reduction impacts of SB 1383 implementation. The food recovery solutions may include promoting existing technologies, building new partnerships and collaborations, and/or launching new projects and pilots, with an eye towards making Santa Clara County a leader in using innovative approaches to maximize the efficiency and effectiveness of food waste prevention and food recovery efforts.

The scoping plan will build on best practices and success stories within and beyond Santa Clara County, with a special focus on aligning with the best practices that other California counties are using to expand food recovery in response to SB 1383. It will be especially valuable in identifying solutions for recovering prepared foods as Tier Two Edible Food Generators (e.g., restaurants, health facilities, education facilities, hotels, and large event venues) will begin to comply with SB 1383 on or before January 1, 2024.

Staff recommends entering into the Second Amendment with Joint Venture Silicon Valley to incorporate special projects into the Santa Clara County Food Recovery Program to enhance the countywide food recovery efforts in the amount of \$49,324 for FY 2022-23, resulting in a total revised contract amount of \$399,324.

COMMUNITY ENGAGEMENT:

Not Applicable

The subject of this staff report is entirely administrative in nature, and does not impact services directly provided to the Morgan Hill community. Given this, no community engagement was conducted prior to this meeting.

ALTERNATIVE ACTIONS:

The City Council could decline to approve the Second Amendment, which would leave the Santa Clara County FRP without a consultant to administer the special projects that would enhance food recovery in Santa Clara County.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The original Consultant Agreement was approved via City Manager authority on June

30, 2021. The City Council approved the First Amendment to the Agreement on June 1, 2022. Per Ordinance 2321, purchases up to \$300,000 can be made under the City Manager's purchasing authority if they were made exclusively with countywide funds for the administration of the waste management program.

FISCAL AND RESOURCE IMPACT:

The funding for the addition of the special projects to the Joint Venture Silicon Valley Consultant Agreement is included in the Fund 246 contract services line item of the Countywide Solid Waste Administration Services in the Recommended Budget for FY 2022-23. Funding for this program is obtained from solid waste fees that are collected countywide and transferred to the City to utilize in supporting this countywide service.

CEQA (California Environmental Quality Act):

Not a Project

The activities associated with this item are administrative activities that will not result in direct changes to the physical environment.

SECOND AMENDMENT TO AGREEMENT JOINT VENTURE SILICON VALLEY

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, in its capacity as contracting agent on behalf of the County of Santa Clara Recycling and Waste Reduction Commission Implementation Committee ("CITY") and JOINT VENTURE SILICON VALLEY, a California non-profit corporation ("CONSULTANT"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Second Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, 2022.
2. The CITY and CONSULTANT entered into that "Consultant Agreement" made as of June 30, 2021, for consultant services for a maximum compensation of Three Hundred Thousand Dollars (\$300,000.00) ("CONSULTANT AGREEMENT").
3. The CITY and CONSULTANT entered into a "First Amendment to Agreement" made as of June 16, 2022, under which the maximum compensation under the CONSULTANT AGREEMENT, as amended, was increased to Three Hundred Fifty Thousand Dollars (\$350,000.00) and extended the term until December 31, 2022. The CONSULTANT AGREEMENT and the First Amendment thereto are attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Amendments:** All terms and conditions of the CONSULTANT AGREEMENT, as amended, as attached as Exhibit "1," shall remain in full force and effect; except that the following amendments shall be made as set forth below:
 - A. Paragraph 3. **Scope of Service** shall be amended by adding "Exhibit A Additions To Scope of Services as of October 13, 2022," attached hereto and incorporated herein by this reference.
 - B. Paragraph 4.1 is amended and replaced in its entirety by the following:

"4.1. **Amount.** Compensation under this Agreement shall not exceed THREE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED TWENTY-FOUR DOLLARS (\$399,324.00) and shall be billed based on the rate and basis set forth in Exhibit B, Exhibit B Additions to Schedule of Compensation Rates as of July 1, 2022, and Exhibit B Additions to Schedule of Compensation Rates as of October 13, 2022, attached hereto, and incorporated herein by this reference."
 - C. Paragraph 6. **Performance of Work** shall be amended by adding "Exhibit C Additions to Schedule of Performance as of October 13, 2022," attached hereto, and incorporated herein by this reference.

2. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

3. **Conflicts.** In the event of a conflict between the terms and provisions of this Second Amendment to Agreement and the terms and provisions of the CONSULTANT AGREEMENT or any earlier amendment, the terms of this Second Amendment to Agreement shall govern and control.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

ATTEST:

CITY OF MORGAN HILL

Michelle Bigelow, City Clerk

Date: _____

APPROVED AS TO FORM:

Donald Larkin, City Attorney

By: _____

Date: _____

Christina Turner, City Manager

Date: _____

JOINT VENTURE SILICON VALLEY

Russell Hancock

By:

Title: Russell Hancock, President & CEO

Print Name and Title of Signer.

If Corporate: Chairman, President,
or Vice President

Date: 22 October 2022

Ashley Raggio

By:

Title: Ashley Raggio, Chief Operating Officer

Print Name and Title of Signer.

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

Date: October 21, 2022

EXHIBIT A
ADDITIONS TO SCOPE OF SERVICES

As of October 13, 2022

Santa Clara County Food Recovery Program

FY 22-23 Special Projects to Enhance Food Recovery:
Scoping Plan for Commercial Food Waste Prevention and Food Recovery Solutions

Joint Venture Silicon Valley will expand the scope of services for the Consultant Agreement to administer and implement Santa Clara County's SB 1383 Food Recovery Program countywide activities to include Special Projects to Enhance Food Recovery and related deliverables for the additional cost of \$49,324.00 per the Revised Exhibit B-Schedule of Compensation.

Additional scope of work between Joint Venture Silicon Valley and Morgan Hill approved by the Recycling and Waste Reduction Commission Implementation Committee on October 13, 2022.

Scope of Work

In alignment with Strategy 6.4 of the [County of Santa Clara County Food System Workplan](#), and using the goals and recommendations laid out in [Making the Most of Surplus Food in Santa Clara County](#) as a guide, Joint Venture will develop a detailed plan for commercial food waste prevention and food recovery solutions designed to amplify the food waste reduction impacts of SB 1383 implementation. These solutions may include promoting existing technologies, building new partnerships and collaborations, and/or launching new projects and pilots, with an eye toward making Santa Clara County a leader in using innovative approaches to maximize the efficiency and effectiveness of food waste prevention and food recovery efforts.

The scoping plan will build on learnings, best practices and success stories within and beyond Santa Clara County, with special focus on aligning the best practices other California counties are using to expand food recovery in response to SB 1383. As an example, the scoping plan will include the solution of providing capacity building grants for refrigeration being pursued in neighboring counties.

The scoping plan will also be especially valuable in identifying solutions for recovering prepared foods, an area ripe for new solutions which is expected to grow as Tier Two Edible Food Generators begin to comply with SB 1383 on or before January 1, 2024. As an example, the scoping plan will include the solution of using emerging technologies and services to distribute surplus food, efficiently and cost-effectively, directly from Tier 2 businesses and organizations, reducing pressure on the traditional food recovery sector.

The Santa Clara County Food Recovery Steering Committee will serve as the advisory body for this project. The Steering Committee will meet regularly to vet potential solutions and build the necessary connections within the County to help the work progress. The Steering Committee membership, structure and mandate are currently being reconfigured as it has completed its role in overseeing the creation of the Santa Clara County Food Recovery Program, a process that will be completed by December 2022.

Joint Venture will track progress as the scoping plan is developed and as solutions, projects and pilots are launched, in Airtable, a cloud-based platform that enables stakeholders to contribute and track updates in real-time.

EXHIBIT B
ADDITIONS TO SCHEDULE OF COMPENSATION RATES
As of October 13, 2022

Activity	FY 2022-23
Staff Time: Project Lead – Supervise external contractor, and any pro bono student teams engaged to complete research and review; establish criteria for inclusion in the scoping plan; prepare deliverables	\$24,139
Staff time: Director – Program Management	\$7,320
Contractor Time: Conduct research and review of solutions (including apps, programs, resources) nationwide	\$7,000
Travel: Program Director – Conduct site visits as needed (mostly in the Bay Area) to assess solution feasibility for SCC	\$1,000
Program Overhead	\$9,865
Total	\$49,324

Summary of Revised Contract Amount Per Second Amendment:

Description	Amount
ORIGINAL CONSULTANT AGREEMENT AMOUNT: Food Recovery Program FY 21-22 and 22-23 @ \$250,000 and Extra Services @ \$50,000	\$300,000
First Amendment deleted \$50,000 for Extra Services	(\$ 50,000)
First Amendment added \$100,000 for Year 2: FY 22-23 Monitoring/Inspection Program	\$100,000
FIRST AMENDMENT AMOUNT:	\$350,000
Second Amendment added \$49,324 for Special Projects to Enhance Food Recovery	\$ 49,324
SECOND AMENDMENT AMOUNT	\$399,324

EXHIBIT C
ADDITIONS TO SCHEDULE OF
PERFORMANCE *As of October 13, 2022*

Additional Deliverables for Special Projects to Enhance Food Recovery: Scoping plan for Commercial Food Waste Prevention and Food Recovery Solutions Fiscal Year 2022-2023.

1. A fully scoped plan listing the solutions that tie to *Making the Most* recommendations can enhance the infrastructure and long-term stability (beyond state-mandated programs) of commercial food waste prevention and food recovery in Santa Clara County. Each solution will be scoped to include the following elements, supported where possible with data, case studies, and success stories:
 - a. A detailed description of the solution and plans for piloting or launching it locally
 - b. Recommendations for partners and collaborators who can provide the expertise, experience and resources required
 - c. Proposed budgets/estimated funding levels required
 - d. Potential funders, funding sources and/or funding models
 - e. Proposal sketches
2. Written proposals and funding solicitations for at least two of the solutions, utilizing any funding the RWRC may be able to dedicate as “matching” funds.

Deliverables will be submitted by June 30, 2023.

**FIRST AMENDMENT TO AGREEMENT
JOINT VENTURE SILICON VALLEY**

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 6/16/2022 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, in its capacity as contracting agent on behalf of the County of Santa Clara Reduction and Solid Waste Commission Implementation Committee ("CITY") and JOINT VENTURE SILICON VALLEY, a California non-profit corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on June, 1, 20 22.
2. The CITY and CONSULTANT entered into that "Consultant Agreement" made as of June 30, 2021, for consultant services for a maximum compensation of Three Hundred Thousand Dollars (\$300,000.00) ("CONSULTANT AGREEMENT"). The CONSULTANT AGREEMENT is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

A. Paragraph 3 **Scope of Service** shall be amended by adding "Exhibit A Additions To Scope of Services as of July 1, 2022", attached hereto and incorporated herein by this reference.

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

"4.1. Amount. Compensation under this Agreement shall not exceed THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) and shall be billed based on the rate and basis set forth in "Exhibit B" and "Exhibit B Additions to Schedule of Compensation Rates as of July 1, 2022". If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council."

C. Paragraph 6 **Performance of Work** shall be amended by adding the "Exhibit C Additions to Schedule of Performance as of July 1, 2022", attached hereto and incorporated herein by this reference."

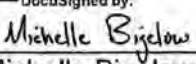
Signatures on the Next Page

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

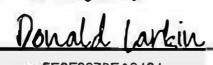
TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

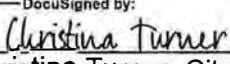
ATTEST:

DocuSigned by:

Michelle Bigelow, City Clerk
Date: 6/16/2022

APPROVED AS TO FORM:
Donald Larkin, City Attorney

DocuSigned by:

By: Donald Larkin
Date: 6/8/2022

CITY OF MORGAN HILL

DocuSigned by:

Christina Turner, City Manager
Date: 6/16/2022

JOINT VENTURE SILICON VALLEY


By: Russell Hancock
Title: President & CEO
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: May 10, 2022

By: Michael Greco
Title: CFO

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

Date: May 10, 2022

EXHIBIT A
ADDITIONS TO SCOPE OF SERVICES

As of July 1, 2022

Santa Clara County Food Recovery Monitoring Program and Deliverables

Joint Venture Silicon Valley will expand the scope of services for the Consultant Agreement to administer and implement Santa Clara County's SB 1383 Food Recovery Program countywide activities to include a monitoring program and related deliverables for the additional cost of \$100,000 per the Revised Exhibit B-Schedule of Compensation.

Additional scope of work between Joint Venture Silicon Valley and Morgan Hill

approved by Recycling and Waste Reduction Commission on December 15, 2021.

Monitoring Program and Deliverables

- Solicit, collect and synthesize Tier One and Food Recovery Organization and Services Food Recovery Program Reports for both the August 1, 2022 reporting date and the May 1, 2023 reporting date.
- Prioritize the Inspection Prioritization List, deciding which non-compliant entities should be inspected based on potential volume of recovered food
- Complete at least 10% of Tier One Entity in-person inspections, and at least 23 virtual inspections (these may be either first-time inspections, or follow up inspections to confirm compliance)
- Should any city receive a complaint about a regulated entity, Joint Venture will take all necessary steps, short of enforcement, to ensure compliance, in accordance with state law SB 1383
- Communicate with jurisdictions, in accordance with the Program Overview, Responsibilities Section, to monitor regulated entities as needed and refer them to the jurisdiction for enforcement if necessary.
- Design and send mailings necessary for the program: yearly educational notices, noncompliance notices, other notices as appropriate

EXHIBIT B
ADDITIONS TO SCHEDULE OF COMPENSATION RATES

As of July 1, 2022

Activity	FY 2022-23
Inspection Program support: Ipad, hotspot subscription, insurance, workers comp, trainings, travel, other tech support if needed	\$5,000
Inspector Staff time	\$30,000
Mailings -- yearly edu/enforcement notices and staff time to create/follow up	\$2,000
Staff time -- Program Director	\$26,000
Data collection tool, staff time building necessary add-ons, data strategy, and methodology	\$17,000
Overhead	\$20,000
Total	\$100,000

JVSV will no longer need the added \$50,000 initially allocated and specified in the original contract for undetermined additional scope of services (extra services). Total compensation for July 1 2021 through June 30, 2023 not to exceed \$350,000.

Summary of Revised Contract Amount Per First Amendment:

Description	Amount
Year 1 and Year 2: FYs21-22 and 22-23: Food Recovery Program Scope of Work #1 to #6	\$250,000
Year 1 and Year 2: \$50,000 Extra Services: Delete	\$0
Year 2: FY 22-23: Monitoring/Inspection Program	\$100,000
REVISED FIRST AMENDMENT AMOUNT	\$350,000

EXHIBIT C
ADDITIONS TO SCHEDULE OF PERFORMANCE
As of July 1, 2022

Additional Deliverables for Monitoring and Inspection Program to be delivered between July 1, 2022 and June 30, 2023.

- Solicit, collect and synthesize Tier One and Food Recovery Organization and Services Food Recovery Program Reports for both the August 1, 2022 reporting date and the May 1, 2023 reporting date.
- Prioritize the Inspection Prioritization List, deciding which non-compliant entities should be inspected based on potential volume of recovered food
- Complete at least 10% of Tier One Entity in-person inspections, and 23 virtual inspections (these may be either first-time inspections, or follow up inspections to confirm compliance)
- Should any city receive a complaint about a regulated entity, Joint Venture will take all necessary steps, short of enforcement, to ensure compliance, in accordance with state law SB 1383
- Communicate with jurisdictions, in accordance with the Program Overview, Responsibilities Section, to monitor regulated entities as needed and refer them to the jurisdiction for enforcement if necessary.
- Design and send mailings necessary for the program: yearly educational notices, noncompliance notices, other notices as appropriate

125-04-21-054

EXHIBIT 1

**CONSULTANT AGREEMENT
Joint Venture Silicon Valley**

THIS AGREEMENT is entered into and becomes effective on 6/30/2021 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, in its capacity as contracting agent on behalf of the County of Santa Clara Reduction and Solid Waste Commission Implementation Committee ("CITY"), and Joint Venture Silicon Valley a California nonprofit corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the authority of the City Manager pursuant to Chapter 3.04 of the Morgan Hill Municipal Code.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2023 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be administration and implementation of Santa Clara County SB 1383 Food Recovery Program countywide activities as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$300,000.00. Total compensation to CONSULTANT under this Agreement during its Initial term set forth in Section 2 above shall not exceed Three Hundred Thousand dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation

has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

- 5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

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

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

7.1. **Insurance Types and Amounts.**

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

7.1.2. **Automobile Liability.** CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage

providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

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

7.1.5. Professional Liability.

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

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

- 7.1.6. **Sexual Abuse/Molestation Liability (SML):** If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.
- 7.2. **Endorsements.** CONSULTANT shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:
- 7.2.1. **General Liability and pollution liability (when pollution liability applies).**
- 7.2.1.1. The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds;
- 7.2.1.2. The insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,
- 7.2.1.3. Insurance shall be primary non-contributing.
- 7.2.2. **Workers Compensation.**
- If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.
- 7.3. **Qualification of Insurers.** All insurance required pursuant to this Agreement must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each insurer must have a current A.M. Best's financial strength rating of "A" or better and a financial size rating of "VII" or better.
- 7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

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

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

9. **Compliance with Law.**

- 9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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

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

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

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

Address of CONSULTANT is as follows:

Joint Venture Silicon Valley
Robin Franz Martin, Executive Director, Silicon Valley Food Recovery
84 West Santa Clara Street, Ste. 800
San Jose, CA 95113

Address of CITY is as follows:

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

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

15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records.**

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

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

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

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

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

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

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

21. **Defense and Indemnification.**

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

contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

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

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

21.4. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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

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

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

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

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

26. Binding Agreement. Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

27. ☐ **Data Sharing.** This Agreement requires access by CONSULTANT to CITY's Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

[Signatures on Next Page]

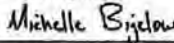
28. **Authority to Execute.** Those individuals who are signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

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

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

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

ATTEST:

DocuSigned by:


City Clerk/Deputy City Clerk

Michelle Bigelow

Print Name

Date: 6/30/2021

APPROVED AS TO FORM:

DocuSigned by:

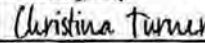

City Attorney

Donald A. Larkin

Print Name

Date: 6/29/2021

CITY OF MORGAN HILL

DocuSigned by:


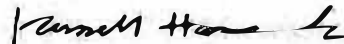
City Manager

Christina J. Turner

Print Name

Date: 6/30/2021

JOINT VENTURE SILICON VALLEY

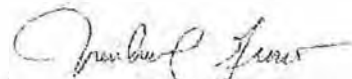


By:

Russell Hancock

President & CEO
Print Name and Title of Signer.
If Corporate: Chairman, President or
Vice President

Date: June 25, 2021



By:

Michael Greco, CFO

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

Date: June 25, 2021

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EXHIBIT A SCOPE OF SERVICES

1. Data Collection from Generators and Food Recovery Organizations

- Support Food Recovery Organizations and Commercial Edible Food Generators with compliance:
 - Contract support for standardized agreements required by SB 1383.
 - Technical assistance with County-wide reporting system.
- Create an online tool to collect reportable information from Food Recovery Organizations and Services as well as Tier 1 and 2 generators if reporting is a part of the final ordinances for Tier 1 and 2.
- Data collection tool will include all information decided upon in the local ordinances.
- Education of Generators and FROs. Work with jurisdictions or other entities doing education and outreach to clearly articulate data requirements for food recovery organizations and Tier 1 generators in preparation for SB 1383.
- Synthesize data, then distribute data with those jurisdictions with appropriate formatting for CalRecycle.

2. Education and Outreach

- Maintain a list of food recovery organizations and food recovery services operating within the county, and post that list on a shared, county-wide website.
- Maintain and continue to refine the content of a website for the Santa Clara County Food Recovery Program.
- Unified outreach and education, including managing support of the San Jose Conservation Corps to reach out to generators across cities with a survey and educational materials.

3. Capacity Building

- Based upon needs identified through the Santa Clara County Capacity Analysis, develop capacity building strategies to support increasing capacity County-wide
- Work with other entities to identify appropriate funding streams to fund these efforts, and support food recovery organizations in their efforts to request fee-for-service and other methods of paying for necessary capacity increases.
- Document potential plans to increase edible food recovery capacity if the analysis indicates that the jurisdictions in Santa Clara County do not have sufficient capacity to meet edible food recovery needs. To include options for increasing edible food recovery capacity, amounts of funding needed, and

suggestions for funding options.

4. Documentation

Joint Venture will offer each jurisdiction relevant documents supporting its compliance with the Implementation Record including:

- A description of the increases in commercial edible food generator access to food recovery organizations and food recovery services.
- A list of food recovery organizations and food recovery services in the jurisdiction and their edible food recovery capacity.
- Documentation of county-wide actions taken to increase edible food recovery capacity.
- Recommendations for future years: funding/time estimates to run the program, handbook for new entity, recommendations for funding streams, Recruitment Committee management, training of new staff.
- Any other Documentation required for implementation record/jurisdictional record-keeping.

5. Management

- Continue projects related to the previous contract Scope of Work:
- Manage the four (4) subcommittees of the Steering Committee relating to SB 1383 food recovery program tasks.
- Continue to support work on a unified ordinance approach. All ordinances must facilitate edible food standards, county-wide data collection and capacity increases, at a minimum.
- Continue to update the TAC on progress, and solicit input when necessary.
- Work with the contractor creating the Santa Clara County Capacity Analysis to ensure that next steps on increasing capacity are implemented county-wide, with multiple strategies employed.

6. Develop Monitoring and Inspection Strategy

- Implementation monitoring and feedback to TAC and the Commission.
- Develop Inspection and Monitoring Strategy in conjunction with input from the Monitoring and Enforcement Subcommittee as well as other stakeholders.
- Work towards the goal of all jurisdictions coordinating or approving a centralized, standardized approach.

**EXHIBIT B
SCHEDULE OF COMPENSATION RATES**

	Summary	Year 1	Year 2
Overhead		25,000	25,000
(1) Data Collection	Build data collection website, collect data, develop an incentive program to encourage participation if necessary. Staff time, build website- contractor time.	30,000	20,000
(2) Education & Outreach	Maintain website, Santa Clara County Food Recovery Organization list, Tier 2 ID, Manage San Jose Conservation Corps outreach, technical assistance.	25,000	15,000
(3) Capacity Building	Based upon needs identified through the Santa Clara County Capacity Analysis, develop capacity building strategies to support increasing capacity county-wide	10,000	10,000
(4) Documentation	Recommendations for future years: funding/time estimates to run the program, handbook for new entity, recommendations for funding streams, Recruitment Committee management, training of new staff. Documentation required for implementation record, jurisdictional record-keeping.	15,000	25,000
(5) Management	Work with subcommittees, TAC, Food System Alliance, and other groups to integrate SB 1383	5,000	5,000
(6) Develop Monitoring & Inspection Strategy	Develop, in conjunction with the Enforcement and Ordinance Subcommittee, a monitoring and inspection strategy, then assist in the coordination of centralized inspections and monitoring as needed.	15,000	25,000
Total		125,000	125,000

Monthly Invoice amount is \$10,416 (total yearly amount not to exceed \$125,000)

If City staff approves additional scope of work beyond stated scope of services in Exhibit A, the hourly rate will be \$120.00 per hour. The amount for additional scope of work activities shall not exceed fifty thousand dollars (\$50,000).

EXHIBIT C SCHEDULE OF PERFORMANCE

Deliverables:

August 31, 2021

Web site up and maintained with current information. Technical assistance provided to San Jose Conservation Corps and jurisdictions to complete outreach and education tasks, and all first-round education and outreach tasks completed. Tier 2 identified, and education process begun.

December 31, 2021

Interim report and presentation to TAC. Data collection tool designed, county-wide portions of the food recovery program ordinance complete, food recovery organizations and generator outreach and education complete. Monitoring and inspection strategy complete.

June 30, 2022

Input on Santa Clara County Capacity Analysis complete, with all items in Scope of Services on this topic accomplished. Recruitment Committee, for long-term program home, created.

August 31, 2022

Report to TAC on progress on all items within the Scope of Services. Items to jurisdictions for necessary reports. Data collection system fully functional and used for data collection.

December 31, 2022

Interim report to TAC. Permanent home identified, and all data collection tasks from Scope of Services completed. Long term home identified, draft handbook and transition materials created.

June 30, 2023

Final Report and presentation to TAC on all items within the Scope of Services.

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Daniel Cardwell, Building Inspector Supervisor

APPROVED BY: City Manager

APPROVE AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. TO PROVIDE PLAN CHECK/REVIEW ASSISTANCE

RECOMMENDATION(S)

Approve the First Amendment to the professional services agreement with CSG Consultants, Inc. for Building Department review services for a total not-to-exceed amount of \$260,000.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Maintaining and Enhancing Infrastructure

2022-2023 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

BACKGROUND:

The City uses consultant services to assist with residential and non-residential plan reviews. Currently, the City outsources plan review services to CSG Consultants, INC. (CSG). The services performed by CSG are on an as-needed basis and include the following: residential and non-residential building plan reviews, structural only plan reviews, fire plan reviews, expedited plan reviews, building plan reviews and certified access specialist (CASp) consultation. CSG plays a vital role in assisting the Building Division with timely processing of residential and non-residential plan reviews.

NARRATIVE:

The Building Division reviews construction plans, issues permits, and provides field inspections for all construction and property development activities to ensure

compliance with mandated regulations. In addition to issuing building permits, the Building Division is responsible for fire prevention, plan review, inspections, and complaint-based Code Compliance activities. The Building Division processes approximately 2,700 building permits annually. Plan reviews are supported by the Building Official, Building Manager, and Plan Check Engineer. The City has to rely on consulting services to meet required turn-around deadlines. The City is experiencing a major increase in permit activity due to an increase in commercial and residential development as well as a significant amount of home renovations that were inspired during the COVID pandemic that required people to stay home. Additionally, new legislation will require expedited and streamlined plan review that will further impact the City's ability to meet required deadlines.

The current CSG contract for \$60,000 expires on March 1, 2023 (Attachment 1). The existing contract amount is anticipated to be depleted by the end of calendar year 2022. The purpose of this First Amendment (Attachment 2) is to increase the total not-to-exceed contract amount by \$200,000 and to extend the term of the contract to June 30, 2024, which will result in a total not-to-exceed contract amount of \$260,000. The required funds were budgeted in the City's FY 2022-2024 Budget, so no additional appropriation is required. Should an extension be necessary, the City Manager may approve a contract extension of up to 105% of the original contract cost provided sufficient funds are budgeted and appropriated.

The following table identifies the projects the building staff was able to outsource to CSG. Based on the amount of continued project submittals, the amended agreement will provide plan review assistance to ensure the staff maintains the highest quality of service to the public.

Date	Permit #	Address	CSG Amount
3/30/2022	BRES2022-0144	16625 Del Monte Ave	\$3,084.90
4/6/2022	MST2021-0001 thru 0003	Spring Ave	\$8,033.17
4/28/2022	MST2022-0006	Manzanita Park	\$13,629.20
5/12/2022	BRES2022-0220	105 Sanchez Dr	\$1,424.80
5/26/2022	MST2022-0013	The Lumberyard	\$13,254.80
6/10/2022	Bres2022-0257,0258	761 Dakota Dr	\$3,993.60
6/23/2022	MST2022-0014	The Lumberyard	\$5,296.85

COMMUNITY ENGAGEMENT:

Inform:

This report serves to inform the community of the recommended amendment to approve a professional services agreement with CSG Consultants, INC. to provide plan check/review assistance.

ALTERNATIVE ACTIONS:

The Council could decide not to approve this amendment. This will result in no project review support services by CSG until a new consultant contract is approved. This alternative is not recommended as it will delay project approvals for the remainder of FY 2022-2024 and would likely result in violations of the Permit Streamlining Act.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Manager approved current CSG contract number 128-04-22-009 on March 20, 2022.

FISCAL AND RESOURCE IMPACT:

This item is included in the FY 2022-2023 and 2023-2024 budgets and is part of the Building Division workplan in the Development Services Fund 206.5130.42231.

CEQA (California Environmental Quality Act):

Not a Project: Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are exempted from environmental review under Section 15061(b)(3) of the State CEQA Guidelines. The contract is covered by the general rule that CEQA applies only to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

FIRST AMENDMENT TO AGREEMENT CSG CONSULTANTS, INC.

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and CSG CONSULTANTS, INC., a California Corporation ("CONSULTANT"), hereinafter referred to collectively as the "Parties".

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. The CITY and CONSULTANT entered into that "Consultant Agreement" made as of March 30, 2022, for consultant services for a maximum compensation of Sixty Thousand Dollars (\$60,000.00) ("CONSULTANT AGREEMENT"). The CONSULTANT AGREEMENT is attached as Exhibit "1" to this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

"2. **Term of Agreement.** This Agreement shall be effective and cover services rendered from March 30, 2022, until June 30, 2024. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both parties to this Agreement."

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

"4.1. Amount. Compensation under this Agreement shall not exceed TWO HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$260,000.00) and shall be billed based on the rate and basis set forth in Exhibit B. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the extended term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council."

2. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original

signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

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

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

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

ATTEST:

CITY OF MORGAN HILL

 Michelle Bigelow, City Clerk

Date: _____

APPROVED AS TO FORM:

Donald Larkin, City Attorney

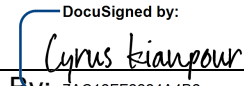
By: _____

Date: _____

 Christina Turner, City Manager

Date: _____

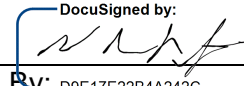
CSG CONSULTANTS, INC.

DocuSigned by:

 By: 7AC12FF2224A4B2...
 Title: Cyrus Kianpour President

Print Name and Title of Signer.

If Corporate: Chairman, President,
 or Vice President

Date: 10/21/2022

DocuSigned by:

 By: D9E17E22B4A242C...
 Title: Nourdin Khayata Vice President

Print Name and Title of Signer.

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

Date: 10/21/2022

128-04-22-009

EXHIBIT 1

**CONSULTANT AGREEMENT
CSG CONSULTANTS INC.**

THIS AGREEMENT is entered into and becomes effective on 3/20/2022 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and CSG CONSULTANTS INC. a California corporation ("CONSULTANT") hereinafter referred to collectively as "Parties." In consideration of the promises and the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **City Authority.** This Agreement is entered into pursuant to the authority of the City Manager pursuant to Chapter 3.04 of the Morgan Hill Municipal Code.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until March 1, 2023 at which time CONSULTANT'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by CONSULTANT shall be providing plan review services for the Building Division as further described in **Exhibit A**.
4. **Compensation.** CONSULTANT shall be compensated as follows:
 - 4.1. **Amount.** \$60,000.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed SIXTY THOUSAND dollars and shall be billed based on the rate and basis set forth in **Exhibit B**. If the City Manager extends the term of this Agreement for up to one year pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to CONSULTANT, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for the term exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code, unless otherwise authorized by City Council.
 - 4.2. **Billing.** CONSULTANT shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by CONSULTANT on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 13 Notices. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY's judgment were necessary and reasonable. Services for work performed and expenses incurred in excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.
5. **Termination.** CITY or CONSULTANT shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, CONSULTANT shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require CONSULTANT to complete certain work product or documents and CONSULTANT shall deliver to CITY all documents in its possession without additional compensation to

CONSULTANT. The City Manager of CITY is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

- 5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify CONSULTANT of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

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

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

7.1. **Insurance Types and Amounts.**

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

7.1.2. **Automobile Liability.** CONSULTANT shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if CONSULTANT does not own automobiles, then CONSULTANT shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount

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

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

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

7.1.5. Professional Liability.

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

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

7.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of CONSULTANT's work or service under this Agreement involves contact with minors, CONSULTANT shall

procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to CONSULTANT under CONSULTANT's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

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

7.2.1. **General Liability and pollution liability (when pollution liability applies).**

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

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

7.2.1.3. Insurance shall be primary non-contributing.

7.2.2. **Workers Compensation.**

If the performance of CONSULTANT'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, CONSULTANT'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

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

- 7.4. **Certificates.** CONSULTANT shall furnish CITY of Morgan Hill with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the CONSULTANT's agreement with the CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A "material change" is a change that results in non-compliance with any insurance requirements in this section 7. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

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

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

9. **Compliance with Law.**

9.1. CONSULTANT and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. CONSULTANT and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.

9.2. Compliance with Wage and Hour Laws: Consultant, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against CONSULTANT and/or its Subcontractors: BY SIGNING THIS AGREEMENT, CONSULTANT AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT CONSULTANT OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONSULTANT FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that CONSULTANT or an subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or CONSULTANT learns of such a judgment, decision, or order that was not previously disclosed, CONSULTANT shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. CONSULTANT and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision or order within five (5) days of satisfying the final judgment, decision or order. The City reserves the right to require CONSULTANT to enter into an agreement with the City regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where CONSULTANT or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and

hour law by a final judgment, decision or order of a court or government agency, the City reserves the right to withhold payment to CONSULTANT until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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

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

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

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

Address of CONSULTANT is as follows:

CSG CONSULTANTS INC.
550 Pilgrim Drive,
Foster City, CA 94404

Attn: Cyrus Kianpour, President, Email: contracts@csgengr.com

cc: CSG Consultants, Inc. 550 Pilgrim Drive,
Foster City, CA 94404, Attn: Michael Loomis

Address of CITY is as follows:

Eric Blomquist	with a copy to:
Building Department	City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	Morgan Hill, CA 95037

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

15. **Consultant's Proposal.** If applicable, this Agreement shall include CONSULTANT'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

16. **Maintenance of Records.**

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

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

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

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

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

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

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

21. **Defense and Indemnification.**

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

contained in this Agreement by CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors ("CLAIM").

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

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

21.4. Right to Offset. CITY shall have the right to offset against any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Section (21) and any amount due CITY from CONSULTANT arising from CONSULTANT's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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

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

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

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

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

26. Binding Agreement. Notwithstanding the provisions of Section 19 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of CONSULTANT in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

27. ☐ **Data Sharing.** This Agreement requires access by CONSULTANT to CITY's Geographic Information System (GIS) DATA for CONSULTANT to perform the work. CITY agrees to provide the GIS DATA to CONSULTANT solely for the purpose of performance of contracted work with the CITY upon the terms and conditions specified in Exhibit D, incorporated herein by this reference.

[Signatures on Next Page]

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

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

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

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

ATTEST:

DocuSigned by:

Michelle Bigelow

City Clerk/Deputy City Clerk

Michelle Bigelow

Print Name

Date: 3/21/2022

APPROVED AS TO FORM:

DocuSigned by:

Donald A. Larkin

City Attorney

Donald A. Larkin

Print Name

Date: 3/16/2022

CITY OF MORGAN HILL

DocuSigned by:

Christina Turner

City Manager

Christina J. Turner

Print Name

Date: 3/20/2022

CGS CONSULTANTS, INC.

DocuSigned by:

Cyrus Kianpour

By: 7AC12FF2224A4B2...

Cyrus Kianpour, President

Print Name and Title of Signer.

If Corporate: Chairman, President or Vice President

Date: 2/28/2022

DocuSigned by:

Nourdin Khayata

By: D9E17E22B4A242C...

Nourdin Khayata, Secretary

Print Name and Title of Signer.

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

Date: 3/15/2022

EXHIBIT A SCOPE OF SERVICES

CONSULTANT shall provide CITY with plan review services through registered engineers and/or ICC certified, engineers with a range of experiences including LEED, OSHPD 3 and CASp. Projects may include residential new construction, residential additions, residential remodels, commercial new construction, commercial remodels, and tenant improvements.

Plan review services may include:

- **Residential and Non-Residential Building Plan Review**
- **Structural Only Plan Review**
- **Expedited Building Plan Review**
- **Building Plan Review**
- **Fire Plan Review**
- **CASp Consultation**
- **Expedited Plan Review**

CSG will coordinate the pickup and return of all plans via CSG staff or licensed courier service.

EXHIBIT B SCHEDULE OF COMPENSATION RATES

CONSULTANT fee schedule will be based on a percentage of the City's plan check fees and include initial plan review and two subsequent reviews. Additional reviews, deferred submittals, revisions and RFIs will be charged at the appropriate hourly rate below. RFIs for larger developments will be performed at an hourly rate, and turnaround times will be agreed upon in advance with CITY.

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Residential and Non-Residential Building Plan Review	65% of City's Plan Check Fee
Structural Only Plan Review	50% of City's Plan Check Fee
Expedited Building Plan Review	90% of City's Plan Check Fee
Building Plan Review	\$130
Fire Plan Review	\$130
CASp Consultation	\$145
Expedited Plan Review	1.5 x Hourly Rate

All hourly rates include salaries, benefits, workers compensation insurance, local travel and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CONSULTANT will notify CITY prior to proceeding. Overtime services will be billed at 1.5x the applicable hourly rate. On each anniversary of the contract start date, CSG will initiate a rate increase for all hourly rates based on change in CPI for the applicable region. CONSULTANT will invoice once a month for services rendered during the previous month.

**EXHIBIT C
SCHEDULE OF PERFORMANCE**

TYPE OF REVIEW	INITIAL REVIEW (BUSINESS DAYS)²	RE-CHECK BUSINESS DAYS)²
Residential New Construction	10	5
Residential Additions	10	5
Small Residential Remodels	10	5
Commercial New Construction & Large/Complex Projects *¹	10	5
Commercial Additions	10	5
Small Commercial Remodels/ Tenant Improvements	10	5
Expedited	5	5

***¹Turnaround time may vary with the complexity and magnitude of the project. If a review is anticipated to take longer than the maximum turnaround time, CONSTULANT will notify the CITY'S representative and negotiate additional time required to ensure an appropriate level of review.**

The number of working days associated with the plan check turnaround time is based on time of project submittal. The first working day will be the day the project is received by CONSTULANT if submitted by 3:00 PM. For a project that is received by CONSULTANT after 3:00 PM, the first working day will be the next business day.

Certificate Of Completion

Envelope Id: 27621580EBDD4E61B47CD3965D4D0BF9

Status: Completed

Subject: Complete with DocuSign: CSG - First Amendment.pdf

Source Envelope:

Document Pages: 15

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

City Clerk's Office

17575 Peak Ave

Morgan Hill, CA 95037

cityclerk@morganhill.ca.gov

IP Address: 68.189.124.152

Record Tracking

Status: Original

10/21/2022 8:42:47 AM

Holder: City Clerk's Office

cityclerk@morganhill.ca.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Morgan Hill

Location: DocuSign

Signer Events

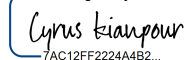
Cyrus Kianpour

cyrus@csgengr.com

President

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


7AC12FF2224A4B2...

Signature Adoption: Pre-selected Style

Using IP Address: 162.193.104.185

Timestamp

Sent: 10/21/2022 8:47:10 AM

Viewed: 10/21/2022 8:51:02 AM

Signed: 10/21/2022 8:51:59 AM

Electronic Record and Signature Disclosure:

Accepted: 10/21/2022 8:51:02 AM

ID: 561b711f-5bfe-4ec5-a7e6-b620fe064698

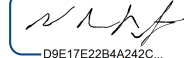
Nourdin Khayata

nourdin@csgengr.com

Vice President

Security Level: Email, Account Authentication
(None)

DocuSigned by:


D9E17E22B4A242C...

Signature Adoption: Drawn on Device

Using IP Address: 107.127.14.88

Signed using mobile

Sent: 10/21/2022 8:52:01 AM

Viewed: 10/21/2022 1:37:25 PM

Signed: 10/21/2022 1:37:40 PM

Electronic Record and Signature Disclosure:

Accepted: 10/21/2022 1:37:25 PM

ID: abc3903f-7639-49bb-991a-e887d8de4845

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Daniel Cardwell

daniel.cardwell@morganhill.ca.gov

Building Inspector Supervisor

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 10/21/2022 1:37:41 PM

Electronic Record and Signature Disclosure:

Carbon Copy Events	Status	Timestamp
Accepted: 1/27/2022 3:55:16 PM ID: 242acc40-0d99-4d01-b4b4-628b9dd5fae6		
Kim Mancera kim.mancera@morganhill.ca.gov Municipal Services Assistant City of Morgan Hill Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 10/21/2022 1:37:42 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/21/2022 8:47:11 AM
Certified Delivered	Security Checked	10/21/2022 1:37:25 PM
Signing Complete	Security Checked	10/21/2022 1:37:40 PM
Completed	Security Checked	10/21/2022 1:37:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Morgan Hill (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Morgan Hill:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michelle.bigelow@morganhill.ca.gov

To advise City of Morgan Hill of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michelle.bigelow@morganhill.ca.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Morgan Hill

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Morgan Hill

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to michelle.bigelow@morganhill.ca.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Morgan Hill as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Morgan Hill during the course of your relationship with City of Morgan Hill.

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Tanya Carothers, Environmental Services Administrator

APPROVED BY: City Manager

APPROVE FRANCHISE AGREEMENT WITH RECOLOGY SOUTH VALLEY FOR SOLID WASTE MANAGEMENT SERVICES

RECOMMENDATION(S)

Approve franchise agreement with Recology South Valley and authorize the City Manager to execute the agreement subject to the review and approval of the City Attorney.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment and Preserving Open Space and Agricultural Land
Maintaining and Enhancing Infrastructure

REPORT NARRATIVE:

The purpose of this item is to provide the City Council with an opportunity to approve a new solid waste franchise agreement with Recology South Valley.

For many decades, the City has partnered with Recology South Valley, and its predecessor companies, to provide the full range of solid waste management services for the community. During this time, City residents and businesses have enjoyed excellent services from the company provided at competitive prices. The company also supports community events and participates in civic institutions. The City has a franchise agreement with Recology that defines the legal relationship that the City has with the company.

With the franchise agreement scheduled to expire in 2022, City staff have negotiated a replacement agreement with Recology. Negotiations for this agreement have been ongoing for the last several years and required short-term extensions approved by the City Council to support this process. The negotiations with Recology are just now complete and the recommended franchise agreement (Attachment 1) is ready for Council consideration. The recommended franchise is scheduled to begin on January 1, 2023 and terminate on June 30, 2033. Based on our positive experience with Recology, and the likelihood that any change would result in increased costs and/or reduced services, staff informed Council in 2020 that we would be conducting direct negotiations with Recology to prepare a new franchise agreement when the current agreement

expires at the end of this year. Staff's recommendation to approve the agreement is legally consistent with Section 3.04.420 (4) of the Morgan Hill Municipal Code which explicitly exempts the action of entering into a solid waste management franchise from the City's purchasing ordinance.

While the expiration of any franchise agreement would typically involve some updating and modernization of the document, changes in California laws and regulations have required the City and Recology to include significant changes in the services provided. Most notably, SB 1383 and its accompanying regulations mandate that the City take fairly extreme and significant actions to require local residents, businesses, and institutions to divert compostable and recyclable wastes away from the garbage stream. In addition to the marketing and communication efforts that have typically been implemented to encourage recycling, these new regulations require inspections, enforcement, and significant recordkeeping if the City is to achieve compliance with the State law. State regulations also now require the City to purchase a significant quantity of compost or other products made from the diverted organic materials and oversee/support the recovery of edible food. In addition, the City is now required to ensure that litter is removed from the streets and kept out of the stormdrain system. Failure to comply with these mandates will ultimately result in significant fines from the State.

The City has worked with Recology to develop a franchise agreement with the following attributes:

- Recology continues to perform all of the services they are currently providing including collection, management, disposal, transfer, street sweeping, and billing;
- Recology will initiate a new bulky item collection program for multifamily residences and will cooperate with City efforts to collect waste in special and unusual circumstances at the City's request;
- Recology staff are largely responsible for the maximum amount of SB 1383 compliance activities that State law allows private parties to perform including outreach to customers, inspections, audits, recordkeeping etc.;
- Recology staff will provide the City with enforcement referrals, as needed, to enforce the City's ordinance as required by State law;
- Recology will cooperate with the City's efforts to procure compost or other materials as required by law;
- Recology will provide the City with implementation funds required by the City to comply with State, regional, and/or local laws; and
- Service rates will be adjusted based on updated relevant cost factors and the amount of support required by the City for regulatory compliance.

These additional services will require an increase in the rates paid by customers. The initial increase, if the agreement is approved, will be 11.35% effective January 1. This increase can be broken down into the following elements:

- 2.88% - Adjustment that would have normally taken effect on July 1, 2022 but

was delayed due to pending negotiations;

- 1.97% - Adjustment for additional staff and resources required for SB 1383 compliance;
- 2.25% - Adjustment for new bulky item collection program;
- 4.25% - Adjustment for changes in recycling market revenues in which recycling commodities, which used to have value, now actually cost money to be recycled.

The increase above does not include any payment to the City of implementation funds, any compost procurement, or any special collection services as the rate impacts associated with these items will vary depending on the City's request and do not begin on January 1. The earliest some of these charges could be included is July 1, 2023.

Staff believes that the rate adjustment is reasonable given the new services required and changes in the marketplace that have impacted Recology financially. Many communities have seen rate adjustments required of over 20% as a result of these same factors. In addition, the City has negotiated for Recology to perform the maximum amount of regulatory services legally permissible in order to avoid the need for additional City staff to maintain compliance.

COMMUNITY ENGAGEMENT:

Inform and Involve

With regard to the franchise agreement approval at hand, the City held a town hall earlier this year to inform the community about the process and did not receive significant input. In the short run, services provided to the public will be largely the same.

As efforts to comply with SB 1383 evolve, however, significant community engagement efforts, for both residents and businesses, will be required to achieve the State mandates. As these activities will require the public to change their behavior at home, at work, and in the community, the City and Recology's efforts to engage the community are really just beginning with the approval of the franchise. These efforts will be quite significant in that they will need to be multidisciplinary and long-lasting.

ALTERNATIVE ACTIONS:

The Council could direct staff to reopen negotiations with Recology to achieve other objectives or to negotiate another extension with Recology while a different course of action is pursued. Either of these options would delay the City's implementation actions to comply with State mandates.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council has taken numerous actions addressing the solid waste franchise agreement with Recology and its predecessors over the past 60 years. Particularly of note were the Council's actions to approve short term extensions to the current agreement in order to allow additional time for the renewal process and support the

development of the new services needed to comply with new State mandates.

FISCAL AND RESOURCE IMPACT:

With the above-described increase in service rates, the City's resulting franchise fees will increase by the same 11.35 percent. This equates to an annual increase of approximately \$210,000, each fiscal year. Since the new franchise is beginning in the middle of the fiscal year, only one-half of this increase should be realized in FY 2022-23.

CEQA (California Environmental Quality Act):

Not a Project

The City's approval of this franchise agreement is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

FRANCHISE AGREEMENT

THIS AGREEMENT (Agreement), dated _____ is entered into by and between the CITY OF MORGAN HILL, a Municipal Corporation (“CITY”) and RECOLOGY SOUTH VALLEY, a California Corporation (“COMPANY”).

RECITALS

This Agreement is entered into on the basis of the following facts, understandings, and intentions of the parties:

- A. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000, et seq.; hereinafter the “Act”) established a solid waste management process which requires cities and other local jurisdictions to implement source reduction, reuse, and recycling as integrated waste management practices; and
- B. The State of California has found and declared that the amount of refuse generated in California, coupled with diminishing Disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement aggressive integrated waste management programs. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote diversion and to maximize the use of feasible waste reduction, reuse, recycling, and composting options in order to reduce the amount of refuse, including Organic Waste, that must be disposed; and
- C. Pursuant to California Public Resources Code Section 40059(a)(2), the City has determined that the public health, safety, and well-being require that an exclusive right be awarded to a qualified contractor to provide for the collection of Recyclable Materials, Organic Materials, Construction and Demolition Debris, and Solid Waste; and
- D. The City Council has enacted Chapter 13 of the Morgan Hill Municipal Code, which establishes standards for the Collection and removal of Solid Waste and Recyclables, the Disposal of Solid Waste, the Recycling of Recyclables, and requirements for Collection Agreements; and

- E. CITY and COMPANY have implemented a new, expanded system of waste collection and management services to more efficiently provide for the collection of such materials, and to facilitate achievement of City's obligations pursuant to the Act and to further expand collection and management services to facilitate achievement of CITY'S obligations pursuant to SB 1383, SB 341, SB 1826 and AB 827; and
- F. Pursuant to this Agreement, CITY desires to engage COMPANY as an independent contractor to exclusively provide Solid Waste, Organic Materials and Recyclable Materials Collection Services in the City. COMPANY shall furnish all personnel, equipment, and supplies necessary to collect, or otherwise remove and dispose of all Solid Waste, Organic Materials and Recyclable Materials, as defined herein, generated or accumulated at all Residential and Commercial/Industrial Premises within the City, on the terms and conditions specified herein and except as otherwise specifically provided herein; and
- G. COMPANY represents and warrants to CITY that it has the experience, responsibility, and qualifications to implement the collection of Solid Waste, Organic Materials and Recyclable Materials, and to arrange with residents and other entities in the City for the collection, safe transport, Processing, and Disposal of all materials in compliance with Applicable Law and the provisions of this Agreement; and
- H. CITY and COMPANY are mindful of the provisions of the laws governing the safe collection, transport, Recycling, and Disposal of Solid Waste, including the Act, RCRA, and CERCLA; and
- I. COMPANY currently uses natural gas to fuel the collection vehicles that collect waste throughout the City's incorporated limits. When alternatives to natural gas become commercially available, City and COMPANY mutually desire to explore, in a mutually agreed manner, collection vehicle fueling alternatives such as electricity, hydrogen, SB 1383 compliant biofuels, and hybrid propulsion in order to further reduce air pollution, carbon emissions and noise and to enhance community health as well as address SB 1383 procurement mandates.
- J. CITY and COMPANY recognize that CITY may have the need for temporary services to be provided by COMPANY that arise and fluctuate over time and that the provision of these services result in additional costs (EXCEPTIONAL COSTS).
- K. City has negotiated an agreement for waste disposal capacity with Waste Solutions Group of San Benito that is close to COMPANY's transfer facilities and City desires that COMPANY deliver waste to this facility in order to reduce air

pollution and greenhouse gas emissions associated with transportation of solid waste collected in CITY; and

- L. CITY and COMPANY desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, CITY is not thereby becoming a “generator” or “arranger” as those terms are used in the context of CERCLA Section 107 (a) (3), and that COMPANY will not make any claims that CITY is “arranging for” the Collection of Solid Waste, Construction and Demolition Debris, Organic Materials and Recyclable Materials from Residential and Commercial/Industrial Premises in the City, and transporting of same for Disposal, Recycling of Recyclables, and Processing of Organic Materials; and
- M. As a material inducement to CITY entering into this Agreement, COMPANY has agreed to fully indemnify CITY in the manner set forth in Section 13 hereof against all claims, losses, lawsuits or actions relating to any Hazardous Waste at any place where COMPANY transfers, stores, processes, or disposes of Solid Waste, Organic Materials or Recyclables pursuant to this Agreement, or its activities pursuant to this Agreement that result in a release of hazardous substances into the environment; and
- N As a further material inducement to CITY entering into this Agreement, COMPANY has agreed to fully indemnify CITY against all claims, losses, lawsuits or actions relating to any Hazardous Waste at Pacheco Pass Landfill relating to Solid Waste Collected by COMPANY from within the City and disposed of before or after the date of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to as follows:

Definitions

Whenever any term used in this Agreement has been defined by Section 13.28 of Chapter 13 of the Morgan Hill Municipal Code, the definitions in Section 13.28 shall apply unless the term is otherwise defined in this Agreement. Whenever any term used in this Agreement has been defined by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in Division 30, Part 1, Chapter 2, shall apply, unless the term is otherwise defined in this Agreement or in Chapter 12 of the City Code. Whenever any term used in this Agreement has been defined by Title 14, Division 7, Chapter 12, Article 1 of the California Code of Regulations, the definition in Title 14, Division 7, Chapter 12, Article 1 of the California Code of Regulations shall apply unless the term is otherwise defined in this agreement, Chapter 12 of the City Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code. In addition, the following definitions are hereby incorporated into this Agreement:

- 1 “Act” means the California Integrated Waste Management Act of 1989.

2 “Applicable Law” means all laws, ordinances, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental body that are in force on the Date of this Agreement and as they may be enacted, issued or amended during the Term.

3 “CERCLA” means the Comprehensive Environmental Responsibility Compensation and Liability Act, 42 U.S.C.A. Section 9601 *et seq.*, as amended or superseded, and the regulations promulgated thereunder.

4 “Change in Law” means any of the following events or conditions, which has a material and adverse effect on the performance by the parties of their respective obligations under this Agreement (except for payment obligations):

(a) the enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the date of this Agreement; or

(b) the order or judgment of any governmental body, on or after the date of this Agreement, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of CITY or of COMPANY, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

5 “City Code” means the Municipal Code of the City of Morgan Hill, California, as it presently exists or may subsequently be amended.

6 “City Facilities” means: City Hall, Council Chamber Building, El Toro Fire Station, Dunne Hill Fire Station, Morgan Hill Historical Society/Villa Vira Monte, Community and Cultural Center, Police Facility, Outdoor Sports Center, Aquatics Center, Community Garden, Parking Garage, Playhouse, Corporation Yard, City parks, city garbage cans, if any, on city streets, and any other facility or real property used primarily by the CITY that may be constructed by, acquired by or leased to CITY during the Term.

7 “CalRecycle” means the California Department of Resources Recycling and Recovery.

8 “Collection Services” means all of the duties and obligations of COMPANY hereunder.

9 “Compost” shall have the meaning set forth in Public Resources Code Section 40116, as it now exists or may subsequently be amended.

10 “Consumer Price Index” or “CPI” means the Consumer Price Index (CPI) All Urban Consumers for the San Francisco - Oakland - San Jose Metropolitan Area, base period 1982-84=100.

11 “Construction and Demolition Debris” means discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, gravel, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastics, roofing material, cardboard, carpeting, cinder blocks, concrete, copper, electrical wire, fiberglass, Formica, granite, iron, lead, linoleum, marble, plaster, plant debris, pressboard, porcelain, steel, stucco, tile, vinyl, wood, masonry, rocks, trees, remnants of new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations on pavements, houses, commercial buildings and other structures.

12 “Control” means, for purposes of this Agreement, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a corporation, partnership, joint venture, or other association.

13 “Diversion” means diversion as defined in Public Resources Code §40124.

14 “Diversion Rate” means the percent of Solid Waste diverted from Disposal.

15 “Environmental Statutes” means, for the purposes of this Agreement, 42 U.S.C. Sections 6901, *et seq.* and Sections 9600, *et seq.*, and California Health and Safety Code Sections 25300, *et seq.*, or successor statutes.

16 “Final Regulations” means the regulations under SB 1383 issued in November 2020.

17 “Food Scraps” means the following materials, that have been source-separated from other Solid Waste Matter : (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper (including paper containers and cartons) that is not coated, lined or waxed, and that is contaminated with Food Scraps; (iv) fruit waste, grain waste, dairy waste, meat waste, and fish waste; and (v) vegetable trimmings and houseplant trimmings. Food Scraps excludes manure, pet wastes, dead animals, and rotten material. Food Scraps are a subset of Organic Materials.

18 “Gross Rate Revenues” means all Rate revenues collected by COMPANY for providing Collection Services.

19 "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115, and §25117 or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC §6901 et seq.), all future amendments thereto, and all rules and regulations promulgated thereunder.

20 "Organic Material(s)" means Food Scraps and/or Yard Trimmings, either commingled or separate, that have been source-separated from other Solid Waste Matter.

21 "Owner" means the person holding the legal title or having a right to possession to the real property to which Collection Services are provided.

22 "Rates" means the service charges and Special Charges for Collection Services charged to each Subscriber receiving service under this Agreement.

23 "Reasonable Increased Costs" and EXCEPTIONAL COSTS shall include a profit margin to COMPANY calculated based on an operating margin of 90% on all costs except: governmental or regulatory fees, franchise fees, the cost of a performance audit under section 2(B), the cost of compost provided under 6(J), or temporary services provided by COMPANY to CITY and charged at the rates in Exhibit A.

24 "Recyclable Material(s)" or "Recyclables" means the following materials, that have been source-separated from other Solid Waste Matter: (a) newspaper; (b) aluminum and ferrous cans; (c) glass jars and bottles; (d) certain plastic containers and certain packing materials; (e) certain scrap metals; (f) mixed paper including mail, magazines, catalogs, paperboard boxes, envelopes, advertisements, books without hardbound covers, and phone books; (g) corrugated cardboard; and (h) such other material that Company and City mutually agree may be accepted or removed from the foregoing for curbside recycling under this Agreement.

25 "Related Party" means any other Person under the same ownership and/or Control as Recology South Valley.

26 "Residue" means materials that remain after Processing Recyclable Materials and Organic Materials, which cannot be recycled, marketed, or otherwise utilized, including but not limited to materials such as rocks, contaminated paper, putrescible waste, and other debris.

27 "Schedule of Rates" means a listing of all charges per unit of measure established at amounts contained in Exhibit A and modified pursuant to the terms and conditions in Section 9 or Exhibit A2.

28 "Solid Waste" or "Refuse" means solid waste as defined in California Public

Resources Code, Division 30, Part 1, Chapter 2, Section 40191 and regulations promulgated thereunder, but excluding Recyclable Material, Organic Material, Construction and Demolition Debris, ashes, industrial wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, sewage sludge, biosolids, and manure. Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe collection, Recycling, treatment, and Disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time.

29 “Special Charges” means extra charges for certain special services for Residential and Commercial/Industrial Subscribers that are contained on the Schedule of Rates, and that may be billed by COMPANY.

30 “State” means the State of California.

31 “Street Sweeping Fines” means material collected as a result of street sweeping operations.

32 “Subscriber” or “Customer” means an individual or entity that subscribes to Collection Services provided by COMPANY pursuant to this Agreement.

34 “Term” means the term of this Agreement, as set forth in Section 2.

35 “Yard Trimmings” means the following materials, that have been source-separated from other Solid Waste Matter: green trimmings, grass, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees, Christmas trees, small pieces of unpainted and untreated wood, and other types of plant materials resulting from normal yard and landscaping maintenance, provided that all such materials are less than six inches (6”) in diameter and three feet (3’) in length. Notwithstanding the foregoing, Yard Trimmings do not include palm fronds, oleander, poison ivy or poison oak. Yard Trimmings are a subset of Organic Materials.

36 “Tipping Fee” means the fee charged by a Disposal or Processing facility to dispose or process one (1) Ton of municipal Solid Waste, not including any charges for Special Wastes, Bulky Waste, or Special Items.

37 “Ton” means a “short ton” of 2,000 pounds.

Section 1. Franchise Grant

CITY grants to COMPANY, and COMPANY hereby accepts from CITY the exclusive right, franchise and privilege to collect and dispose of all Solid Waste Matter produced, kept or accumulated in the City of Morgan Hill, together with the right and privilege to use and operate

upon the CITY maintained streets and other rights-of-way to the extent necessary to perform COMPANY's obligations under this Franchise Agreement.

The right and privilege herein granted shall be subject to compliance with the provisions of CITY's ordinances pertaining to the accumulation, collection and removal of Solid Waste Matter as they presently exist or as they may be amended during the term hereof, or any extension thereof, and any applicable State and Federal statutory or administrative laws and rules. For the purposes of this Agreement "Solid Waste Matter" is defined to mean Solid Waste, Recyclable Material, Organic Material, and Construction and Demolition Debris. COMPANY's exclusive rights shall be subject to the following exceptions:

(A) Nonresidential recyclable materials source separated from other wastes by the waste generator that can be at least 95% recycled and for which the COMPANY cannot collect and recycle at a complete cost to the customer equal to or less than the complete cost to the customer charged by other vendors. "Complete cost" means all fees charged by a vendor to a nonresidential generator for recycling, hauling, or other services.

(B) Any materials for which there is no charge for the hauling, handling, or disposal or any other fee designed to compensate the vendor removing the materials.

This Agreement shall become effective on the date set forth in the introductory paragraph. Company accepts the terms of this Agreement as defining the scope of its exclusive rights to collect and dispose of Solid Waste Matter produced, kept or accumulated in the City of Morgan Hill, and this Agreement supersedes all prior franchise rights and prior agreements, including but not limited to the Original Agreement. Company waives any right or claim to provide solid waste and recyclables collection services in the City under any prior grant of franchise, contract, license or permit, including but not limited to the Original Agreement, and any right under Section 49520, et seq. of the Public Resources Code. THIS PROVISION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

Section 2. Franchise Term and Renewal

(A) The term of the Agreement shall be for a period of ten (10) years and six (6) months, commencing at 12:01 a.m. on the 1st day of January, 2023, and ending at 11:59 p.m. on the 30th day of June 2033, except if earlier terminated as herein otherwise specified. During calendar year 2031, the parties shall meet and confer on the possible extension of the Term.

(B) City has the right, at any time during the term of this agreement, to conduct an audit of the performance of COMPANY (herein called the "Performance Audit"), which shall be conducted as set forth in subsection (C) of this Section 2.

(i) If after the City Council of CITY has reviewed a particular Performance Audit and has considered any evidence presented by COMPANY in connection therewith, the

council determines to its satisfaction that all covenants, provisions, terms and conditions of this Agreement on the part COMPANY to be performed, kept and observed, have not been fully and faithfully performed, kept and observed, then City may provide a notice of default as provided in Section 22(B), setting forth the specific instances of non-performance of this Agreement that City wishes company to correct. If Company fails to correct such instances of non-performance within the time frames required by Section 22(B), then this Agreement may be terminated by CITY at its option and without prejudice to any other remedy to which it may be entitled to either at law, in equity, or under this Agreement by giving written notice of termination either by mail or personal service, to COMPANY not less than thirty (30) days prior to the date upon which the termination is to become effective. This right of termination shall be in addition to the right of CITY to terminate this Agreement under the provisions of Section 22 hereof.

- (ii) In connection with the review of a particular Performance Audit, CITY reserves the right to propose any amendment or amendments of this Agreement which the City Council of CITY determines to be necessary by reason of the findings or results of the Performance Audit to carry out the intent of the terms and conditions of this Agreement.
 - (iii) In conjunction with any Performance Audit, CITY reserves the right to require changes to COMPANY'S operations that CITY determines to be necessary or appropriate by reason of the findings or results of the Performance Audit to carry out the intent of the terms and conditions of this Agreement. If the changes to the COMPANY'S operations entail additional costs or require additional services to be provided, COMPANY and CITY shall mutually agree on the compensation to be provided to COMPANY in advance of COMPANY's implementation of such change.
- (C) The performance audit shall:
- (i) be performed by a qualified firm to be selected by CITY.
 - (ii) be totally paid for by COMPANY and included as EXCEPTIONAL COSTS that are recovered in the next annual rate adjustment, and
 - (iii) address all appropriate areas including, but not limited to the following areas, and shall provide specific recommendations for improvement in each area, namely:
 - (a) Overall organizational structure and management systems and procedures.

- (b) Efficiency of collection operations, including any analysis of routes, schedules and the impact of franchise requirements.
- (c) Compliance by COMPANY with provisions of this Agreement and the provisions of the SB 1383 regulations that apply directly to COMPANY by operation of law or are included in Exhibit C of this Agreement.
- (d) Staffing and management practices, including the deployment of management and supervisory personnel.
- (e) Financial management practices, including COMPANY's billing and collection system and its policies with regard to uncollected accounts.
- (f) Procedures for receiving and resolving customer complaints and concerns, including damage to customer-owner containers and disappearance of container covers.
- (g) Procedures for the acquisition, maintenance and replacement of equipment; types of equipment; rationale for recent capital investments; and financing options.
- (h) Utilization and management of facilities.

Section 3. City Fees

CITY and CONTRACTOR acknowledge that an exclusive franchise is a special agreement that has been negotiated between CITY and CONTRACTOR. The exclusive franchise that has been granted through this Agreement is intended to allow CONTRACTOR to use CITY property to provide collection services. The amount of the fees paid by COMPANY to CITY as set forth in this Agreement, in the aggregate, does not exceed CITY's reasonable costs in conferring the benefits or granting the privileges conferred or granted by this Agreement to COMPANY, including, without limitation, access to CITY streets to operate heavy equipment, to collect refuse, and to place or to allow to be placed COMPANY's collection containers within public rights of way; and the exclusive right to collect refuse within CITY's jurisdiction for profit. Such costs to CITY are impossible or impracticable to calculate, but include, without limitation, staff time and the costs of legal counsel and other outside consultants to negotiate and to administer this Agreement, in addition to the City's costs to maintain its streets and sidewalks, which COMPANY uses in the performance of services hereunder, it being agreed and understood that COMPANY's vehicles used in performing those services are heavier than average vehicle weights such that they may cause greater wear and tear on CITY streets than typical vehicles.

In consideration of the exclusive franchise granted to CONTRACTOR by this Agreement,

CITY shall be paid and retain a franchise fee of fifteen and one-half percent (15.5%) (which was negotiated in good faith and at arms-length, does not exceed the fair market value of CITY property used by CONTRACTOR pursuant to this Agreement, and is consistent with the franchise fees paid by franchise waste haulers in other, similar jurisdictions in California) of all revenues received by the COMPANY from customers for services provided by the COMPANY in the CITY hereunder. These revenues shall include, but shall not be limited to, fees received from customers for all regularly scheduled services, fees for “on-call” services, and all other revenues received by the COMPANY resulting from the COMPANY’s provision of services within the CITY, but excluding revenues received from recyclable commodities or compost.

Quarterly franchise fee payments must be computed and paid by COMPANY to CITY's Finance Department on or before April 30, July 31, October 31, and January 31 for the prior calendar quarter.

If any franchise fee payment, or recomputed amount, is not made on or before the due dates specified above, COMPANY must pay as additional compensation, an interest charge, computed from the applicable due date, at an annual rate equal to the prevailing commercial prime interest rate in effect on the due date, plus one percent (1%).

In addition to any late payment made in accordance with the above paragraph, if a payment is overdue by sixty (60) days or more, COMPANY will pay to CITY a sum of money equal to five percent (5%) of the amount due in order to defray additional costs and expenses incurred by CITY as a consequence of that delinquent payment.

No acceptance of any payment by CITY may be construed as an accord that the amount is in fact the correct amount, nor may acceptance of payment be construed as a release of any claim CITY may have against COMPANY for any additional sums payable under the provisions of this Agreement.

All amounts paid are subject to independent audit and recomputation by CITY. If, after audit, such recomputation indicates a franchise fee underpayment, COMPANY shall pay to CITY the amount of the underpayment within twenty (20) days of receipt of written notice from CITY that such is the case. If, after audit, any recomputation indicates a franchise fee underpayment of more than three percent (3%), COMPANY must also reimburse CITY, within twenty (20) days of written notification, for all reasonable costs and expenses incurred in connection with that audit and recomputation.

Section 4. Reserved

Section 5. Customer Billing Practices

COMPANY shall bill all customers on a monthly, bimonthly, or quarterly basis. Customer bills shall be on a format approved by the CITY and must be clear, concise, and understandable.

Bills also must clearly delineate all activity during the billing period, including optional charges, rebates, and credits. All bills shall only contain charges and rates that have been approved by the CITY for services performed under this contract.

COMPANY's bills to customers shall be due 60 days after the billing date. COMPANY may charge customers who have not paid their bill on time a late fee equal to one and one-half percent (1.5%) per month of the bill amount.

The first billing to a customer after the start of service or a change of service shall be prorated based upon when the new or changed service commenced. Customers shall not be charged a late fee or otherwise penalized for any failure by COMPANY, including the failure to timely or correctly bill the customer.

In case of a billing dispute, COMPANY shall respond in writing to a written complaint from a customer within thirty (30) days.

COMPANY shall provide credits or refunds to customers who have been missed upon request provided that: (A) the customer notifies COMPANY by the end of the next business day; and (B) COMPANY is unable to provide collection within two (2) days after notification. For each event that service has been missed, the credit shall equal a pro-rata share of the billing for one full week. All credits for service must be issued no later than the customer's next billing cycle following the determination that a credit is warranted. Credit determinations by COMPANY shall be completed within thirty (30) days. For customers terminating service, refunds shall be issued promptly, but no later than thirty (30) days after the customer's last day of service.

COMPANY shall enter into good faith negotiations with the owners or managers of mobile home parks and other commonly-billed developments to develop an equitable billing and monitoring system.

Unless otherwise expressly provided in this Agreement, all services provided by COMPANY hereunder shall be provided to customers that sign up for service with COMPANY and at rates not exceeding the rates provided for in this Agreement.

Section 6. Franchise Services

(A) COMPANY shall furnish the personnel, labor and equipment required for the billing, payment acceptance, collection, removal, handling, transfer, processing, marketing and disposal of all Solid Waste Matter generated within the corporate limits of the City of Morgan Hill, and to sweep all public streets and parking lots of City Facilities (as designated in Exhibit G) as set forth in Exhibit F, all in accordance with the terms and conditions set forth in this Agreement. COMPANY shall also provide equipment, vehicles, personnel and supervision for the curbside collection of Recyclable Material and Organic Material to all single-family units and multi-family

units receiving residential Refuse collection and disposal service from COMPANY in Morgan Hill and for the collection of Recyclable Material and Organic Material from business establishments receiving Refuse collection and disposal service from COMPANY in Morgan Hill, all in accordance with the terms and conditions set forth in this Agreement. All containers provided by COMPANY shall conform to the provisions of Exhibit C. COMPANY shall collect all Recyclable Material and Organic Material placed in appropriate containers and properly set out by the generator.

(i) Organic Material shall be placed by the customer in a COMPANY-provided container or customer provided thirty-two-gallon (32-gallon) container or tied in bundles no greater than three (3) feet in length and two (2) feet in diameter. For residential customers with cart service, up to seven (7) additional thirty-two gallon (32-gallon) containers or bundles may be set out for collection by COMPANY.

(ii) Upon request from a resident, COMPANY may send a representative to a home to verify that excess Yard Trimmings generated have been generated from that resident's home. COMPANY will provide the resident a voucher(s) sufficient to dispose of Yard Trimmings at the San Martin Transfer Station or a different facility owned by COMPANY without a charge. Upon delivery to the San Martin Transfer Station or different facility owned by COMPANY, resident must provide said voucher and proof of residency where voucher was issued.

(iii) The COMPANY shall not be required to collect, and may leave on the curbside, any container or bundle which is contaminated by or mixed with Hazardous Waste, substantially contaminated by or mixed with non-Recyclable Material or non-Organic Material (for Recyclable Material and Organic Material containers, respectively), or any material that is in such a quantity as to indicate that it was not generated by the average reasonable use of the property. COMPANY shall leave notice with the load explaining why it was not collected.

(iv) Upon request, the COMPANY shall enter into good faith negotiations with the owners or managers of mobile home parks and other commonly-billed developments to institute recycling and organics collection systems that addresses the special needs of these properties. This provision is not intended, however, to require the COMPANY to use specialized equipment or containers at these properties, absent agreement with the mobile home parks or other commonly-billed developments to do so.

(v) COMPANY shall collect household batteries that are contained in zipper plastic bags provided by the customer and placed on top of the container designated for Recyclable Material and used motor oil and filters that are placed in a COMPANY provided, sealed, oil container or COMPANY provided oil filter bag.

(B) COMPANY also agrees, as a part of the consideration for the awarding to it of the right, franchise and privilege for collecting Solid Waste Matter in the City of Morgan Hill, to

collect for CITY, without any charge, Solid Waste Matter from all City Facilities, at the locations and service levels specified in Exhibit G. Upon written notice to COMPANY, CITY may modify the City Facilities receiving service and the service levels for any City Facility from among the available service options set forth on the rate sheet. Notwithstanding the foregoing, COMPANY shall be entitled to compensation for collection services at CITY operated premises that significantly exceed those provided as of the date of this Agreement as EXCEPTIONAL COSTS in the event that such additional CITY services result in COMPANY creating an additional route or adding personnel to service such locations. Compensation for such additional services shall be in an amount equal to the number of additional services provided at the then established rate for the specific additional services.

Upon written direction from CITY, COMPANY will also collect Refuse generated at City-identified homeless encampments or other sites with extraordinary litter or refuse collection needs and provide any carts, bins, and debris boxes necessary for that purpose. The material must be loaded into the COMPANY-provided containers either by CITY personnel or other CITY contractors or discarded into the COMPANY-provided containers by residents of the homeless encampments themselves. COMPANY may recover its then-applicable franchised rates for performing these services as EXCEPTIONAL COSTS under Section 9 in its rates for the year following provision of the services.

All Recyclable Material and Organic Material collected from CITY premises will be sent for processing for diversion from landfill disposal if it is reasonably source separated from other Solid Waste Matter.

CITY staff and contractors serving CITY Facilities may haul and deposit Solid Waste, Construction and Demolition Debris, Recyclable Materials, Yard Trimmings and other Organic Materials generated in the course of routine CITY business (this would not include demolition of buildings or large construction projects) directly to any Transfer Station owned by COMPANY or another corporation affiliated with COMPANY without any charge for as long as the Transfer Station is owned by COMPANY, its current parent corporation, or its successor or assignee. COMPANY also agrees to provide weekly parking lot sweeping services at all CITY premises, buildings, city-owned parking lots, and installations.

(C) Collection of Solid Waste, Recyclable Material and Organic Material shall be at the curbside of the customer's property unless arrangements are made with COMPANY by the customer for on-premises, side yard or backyard pickup and payment of the additional rate for side yard or backyard pickups. COMPANY will collect and process Organic Materials in conformance with the Organic Materials provisions described in detail in Exhibit C to this Agreement.

(D) COMPANY may provide additional services upon request of CITY subject to the establishment of a rate therefor. Provided, however, if COMPANY elects not to provide a proposed new service and so notifies CITY in writing, CITY retains the right to perform the proposed new service itself or to contract with another business entity to provide it, provided that the proposed

new service does not conflict with the exclusive rights granted to COMPANY by this Agreement.

(E) COMPANY shall provide unlimited pickup service for residences with cart service and shall provide vouchers for community cleanup purposes in a form acceptable to CITY twice per year. There shall be no charge to customers or CITY for items brought to the transfer station with a voucher providing the materials brought to the transfer station comply with the limitations established by the voucher. Upon one (1) year notice by CITY, COMPANY shall no longer provide unlimited pickup service for residences and a volume-based (per container) system shall be implemented immediately. If a volume-based system is implemented, COMPANY shall make vouchers (commonly referred to as “extra can stickers”) for the temporary expansion of Solid Waste Matter collection service beyond the service level subscribed to by each customer available at two or more locations within the City of Morgan Hill and through the mail. One of these locations must be open a minimum of two (2) hours after 6 p.m. at least one evening per week and four (4) hours on Saturday or Sunday. If a volume-based system is implemented, COMPANY shall provide all residential customers with one (1) free voucher per year as an insert in a bill and that may only be used by Morgan Hill residents. In the event such vouchers are issued, COMPANY may implement a program to verify eligibility for voucher use.

For residential premises with bin service, COMPANY shall establish an “On-Call Bulky Item Collection Program” to collect bulky items and other difficult to collect items. COMPANY shall provide up to the Specified Amount of on-call bulky item collections to each premises per calendar year, at the request of the customer (i.e., the building owner or manager, not a tenant), and at no additional charge to the customer. For residential premises with bin service, the Specified Amount shall equal one-half of the number of units in the premises, rounded up (e.g., 10 collections/year for a 19-unit building). By mutual consent with any residential customer with bin service, COMPANY may replace some or all of the Specified Amount of on-call bulky item collections for such customer with equivalent volume debris box service for the collection of bulky items.

To be eligible for collection, bulky items must be set out by the customer within three feet of the public roadway, or any other location agreed by COMPANY and the customer that can be safely and efficiently accessed by COMPANY’S collection crew and vehicle. In addition, the customer must notify COMPANY, at the time the customer requests the service, what the bulky items will be. Bulky item collection shall be scheduled at a time mutually agreed by COMPANY and the customer during COMPANY’S normal collection hours.

For each bulky item collection, a customer may set out either:

- (a) Up to two cubic yards of solid waste, properly bagged or bundled, or containerized in customer-provided disposable containers.
- (b) Up to two pieces of furniture or appliances (emptied of any contents, if applicable). A mattress/box spring set is eligible for collection as equivalent to one piece of furniture.

COMPANY shall not be required to collect: any individual item that weighs more than two hundred (200) pounds or is more than six feet (6') in length; Construction and Demolition Debris; Hazardous Waste other than electronic waste; motor vehicles or parts; tires; liquids or sludge; dirt, rock, concrete or asphalt; or stumps or large limbs.

COMPANY shall provide information and CITY-approved guidelines on the program to the residential customers, including owners and/or property managers at housing complexes, at least annually. COMPANY shall provide draft guidelines to CITY and solicit CITY approval thirty (30) days prior to planned finalization of guidelines.

Unused bulky item collections shall not roll over to subsequent years. If a customer requests a bulky item collection in excess of the numbers specified above, COMPANY shall provide the service at the normal bulky item collection rate approved by CITY after notifying the customer of the charge.

(F) COMPANY shall provide regular, scheduled collection service for Residential collection of Recyclable Material on a biweekly (once every two weeks) basis on the same day as regular Refuse collection service. COMPANY shall provide a calendar to all residential customers by December 1 of each year indicating the biweekly collection schedule and street sweeping schedule affecting their residence during the following year. Collection from businesses shall be performed on a weekly schedule as arranged by the COMPANY with the participating businesses.

(G) COMPANY shall not alter or adjust collection schedules without providing prior notice of at least (14) days to all service addresses, and any schedule modification shall not result in reduced service frequency to any customer. COMPANY shall collect and remove from any and all premises, within twenty-four (24) hours after demand, notice or request, any and all Solid Waste Matter that COMPANY shall have failed to collect and remove as required at the regular schedule time.

(H) CITY and COMPANY shall mutually agree upon the routes, days and hours for the collection of Solid Waste Matter. Unless so agreed, routes serving residential areas shall not reach the first customer earlier than 6:00 a.m. and must end no later than 7:00 p.m., and collections need only be made Monday-Friday, excluding holidays.

(I) Reserved

(J) CITY desires to purchase compost on behalf of compost customers of COMPANY up to a certain number of tons per calendar year to be determined by CITY on an annual basis. No later than December 1 of each calendar year of the Agreement, CITY shall notify COMPANY in writing of the number of tons of compost that the CITY will commit to purchase on behalf of COMPANY's compost customers during the upcoming calendar year (the "Annual Compost Commitment"). CITY and COMPANY shall mutually agree on a form of documentation that may

be used by eligible customers to request CITY to pay COMPANY for compost tendered to such customer. The form will be published on the CITY website and, provided that CITY has not already met its Annual Compost Commitment, be made available by COMPANY to compost customers desiring to purchase at least forty (40) cubic yards or twenty (20) tons of compost and COMPANY shall inform such customers about the opportunity to have their compost paid for by CITY upon such customers submission and acceptance of the paperwork required by CITY. CITY shall supply COMPANY with documentation authorizing its purchase of compost hereunder prior to COMPANY's tender of compost that is to be paid for by CITY. The compost customer shall be required to pay all transportation and any other costs associated with their purchases. CITY agrees that the price per ton of compost that CITY will pay for compost purchased under this section will be COMPANY's then applicable market rate at the time of the sale and such price will be noted on the documentation approved by CITY that authorizes each sale.

At the end of each calendar year, COMPANY shall calculate the total price of all compost purchased by CITY under this section as set forth on the documentation approved by CITY throughout the year and include that amount as an EXCEPTIONAL COST in its rate application for the year following the sale of the compost. Notwithstanding the foregoing, in the event that COMPANY is unable to recover any amounts owed to COMPANY under this section through a corresponding adjustment to the maximum service rates for any reason, CITY shall pay COMPANY directly for such costs in quarterly installments over a twelve month period beginning on the date that a claim is made by any person, entity, agency, or party that would, if successful, prevent COMPANY from recovering payment for compost sold under this section or if COMPANY is restricted or prevented in any manner from including such costs in its EXCEPTIONAL COSTS or recovering amounts owed through the rates.

Notwithstanding anything else in this Agreement, CITY shall indemnify COMPANY against any and all losses, liabilities, fines, penalties, claims, damages, liabilities or judgments, including attorney's fees, arising out of or relating to CITY's or COMPANY's alleged or actual failure to comply with Article XIIC or XIID of the California Constitution or SB 1383 with respect to the CITY's or COMPANY's performance under this Section 5(J). In contrast, COMPANY shall have no defense, indemnity or other obligation to CITY with respect to any and all losses, liabilities, fines, penalties, claims, damages, liabilities or judgments, including attorney's fees, arising out of or relating to CITY's or COMPANY's alleged or actual failure to comply with Article XIIC or XIID of the California Constitution or SB 1383 with respect to CITY's or COMPANY's performance under this Section 5(J). Nothing in this Agreement shall be deemed an admission by CITY or COMPANY that Articles XIIC or XIID of the California Constitution apply to any portion of the rates charged by COMPANY under this Agreement and COMPANY does not represent or warrant that the provision of compost under this Agreement shall satisfy any of CITY's obligations under SB 1383.

(K) Provided that CITY has made a written funding request to COMPANY prior to January 31, COMPANY shall pay CITY a solid waste implementation fee in an amount to be set

by CITY, in addition to the franchise fee in an amount to be set by CITY. The proceeds of the solid waste implementation fee shall be used to fund the costs incurred by CITY to provide trash capture and litter abatement requirement activities, SB 1383 enforcement activities, and/or for other related CITY implementation activities as required by Local, Regional, State, or Federal permits, laws, and/or regulations relating to the collection and/or management of trash or solid wastes and the amount of the fee set by CITY shall not exceed the reasonably anticipated costs to be incurred by CITY for the foregoing activities. CITY may change the amount of the solid waste implementation fee from time to time based on its estimated actual costs for providing such activities, provided, however, that COMPANY shall not be required to pay the initial implementation fee or any changed fee until the rate adjustment required by Section 9(C) has taken effect. CITY shall provide COMPANY with a written funding request prior to January 31 of each year for payment requirements to become effective July 1 of the same calendar year and proportional payments will be made by COMPANY to CITY on a quarterly basis and submitted at the same time as the quarterly franchise fee payment. COMPANY may include these solid waste implementation fee funds as EXCEPTIONAL COSTS in its rate application for the year the implementation fee is to be paid by COMPANY to CITY.

(L) COMPANY shall comply with each of the following requirements:

- (i) All collection vehicles and equipment shall be modern and so constructed and maintained to prevent leakage, spillage and overflow. COMPANY shall maintain all vehicles, detachable containers and debris boxes in a clean and sanitary condition and shall perform such maintenance as is necessary to assure that each vehicle and piece of equipment is capable of performing all functions for which it was designed. COMPANY shall maintain an equipment replacement schedule to be provided to CITY upon its request.
 - (a) All trucks and equipment shall be clearly identified with COMPANY name, a current local business telephone number, and a vehicle identification number in letters not less than two and one-half (2-1/2) inches in height.
 - (b) CITY may refuse to permit the operation within the City limits of any vehicle not adequately serviced, cleaned or in need of repair. Removal of vehicles for servicing and repair shall not relieve the COMPANY from maintaining all collection schedules.
- (ii) COMPANY shall not litter premises in the process of making collections nor allow Solid Waste Matter to blow or fall from any vehicles used for collections. COMPANY shall replace lids or covers on containers immediately after emptying the same and shall repair or replace at its expense any containers damaged as a result of its handling thereof, normal wear and tear excepted. COMPANY shall clean up all spills including oil and debris on the streets resulting from its operation.

- (iii) COMPANY shall establish and maintain an office where complaints may be made. Such office shall have a responsible individual available daily between the hours of eight o'clock a.m. and five o'clock p.m., excepting Saturday, Sunday and such holidays as are recognized by COMPANY and approved by CITY. The following holidays have been approved by City: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Calls for missed collections shall be received twenty-four (24) hours per day.
- (iv) CITY agrees to require all customers to place their Refuse in metal containers or wheeled carts provided by the COMPANY. COMPANY shall offer residents their choice of 32-gallon, 48-gallon, 64-gallon, and 96-gallon carts for Refuse collection. Customers may place any excess Refuse that does not fit into their cart or container in plastic bags alongside their cart or container. No container provided by the customer shall exceed 32 gallons in size and 70 pounds in weight when full, and COMPANY shall not be required to pick up materials that are not placed in containers as above specified. COMPANY shall provide all residential customers with one 48gallon wheeled cart for Refuse collection at no additional charge. At the customer's request, smaller containers may be provided if COMPANY opts to provide smaller containers.
- (v) COMPANY shall provide residents with appropriate recycling containers reasonably acceptable to CITY for the collection of Recyclable Materials. At all times the containers shall be the property of the COMPANY. CITY and COMPANY agree that all curbside containers provided by the CITY prior to the effective date of this AGREEMENT shall be the property of the COMPANY. COMPANY shall make a reasonable effort to maintain or replace damaged or lost recycling containers and to ensure that new customers are provided recycling containers within one week of commencing service.

COMPANY shall offer residents their choice of containers including bins, 32-gallon carts and 64-gallon carts for Recyclable Material and 64-gallon and 96-gallon carts for Organic Material. Residents that do not typically set out Yard Trimmings will also be offered a 32-gallon cart for Organic Material. The initial mix of containers offered to residents by the COMPANY shall include one cart for Recyclable Material and one cart for Organic Material, in addition to the cart for Solid Waste. Upon customer request, COMPANY shall provide and deliver indoor food waste collection containers to residential customers. COMPANY shall assist customers in locking organic collection containers upon request.

COMPANY shall provide additional containers to any resident requesting additional containers for Recyclable Material or Organic Material collection service provided the request is consistent with the amount of Recyclable Material

or Organic Material potentially generated at the residence.

COMPANY shall provide businesses with recycling containers adequately sized to contain cardboard for recycling and reasonably acceptable to CITY for the collection of Recyclable Material. At all times the containers shall be the property of the COMPANY.

- (vi) COMPANY shall replace all Solid Waste, Recyclable Material, and Organic Material containers used by its customers in an upright position, in approximately the same location where the containers were immediately before COMPANY emptied them and use best efforts to replace containers with lids closed. COMPANY shall return all commercial bins to the location where the containers were immediately before COMPANY emptied them, within any enclosures provided and shall make reasonable efforts to close bin lids and shall close any doors or gates provided for screening the bins. COMPANY shall instruct its employees to comply with the foregoing requirements and shall exercise sufficient supervision of its employees to assure that these instructions are followed.
- (vii) COMPANY shall not collect Yard Trimmings during the collection of Solid Waste unless the Yard Trimmings are not reasonably visible to the COMPANY employee. COMPANY shall make reasonable efforts to not collect corrugated cardboard during the collection of residential garbage unless the cardboard is not reasonably visible to the COMPANY employee. If, prior to servicing the container, yard trimmings or cardboard become visible to a COMPANY employee, said employee shall not empty that container. COMPANY employees shall leave a CITY-approved explanatory notice on all garbage containers not emptied because they contained yard trimmings or cardboard. If a customer requests that the COMPANY return to an address to collect garbage that has had Yard Trimmings or cardboard removed from it and is now collectable, COMPANY shall return within 24 hours after the customer has agreed to pay the extra collection fee contained in Exhibit A, Schedule of Rates.
- (viii) COMPANY shall be responsible for transporting Solid Waste, Construction and Demolition Debris, Recyclable Material and Organic Material collected under this Agreement to designated processing facilities. As of the date of this Agreement, the current designated processing facilities are identified on Exhibit D. COMPANY and CITY acknowledge that the designated facilities are subject to change throughout the term of this agreement based on external factors and market conditions.
- (ix) COMPANY will make reasonable efforts to ensure that all Recyclable Material are not disposed of in landfills.

- (x) When recyclables are not collected from any customer for any reason including the presence or suspected presence of Hazardous Waste or contaminants, COMPANY shall notify its customer in writing why the collection was not made. COMPANY has represented to CITY that COMPANY will carry out its duties to notify all agencies with jurisdiction, including the California Department of Toxic Substance Control and Local Emergency Response Providers, and if appropriate, the National Response Center, of reportable quantities of Hazardous Waste, found or observed in solid waste anywhere within the CITY, including on, in, under or about CITY property, including streets, easements, rights of way and city waste containers. In addition to other required notifications, if COMPANY observes any substance which it or its employees reasonably believe or suspect to contain Hazardous Waste unlawfully disposed of or released on CITY property, including streets, storm drains, or public right of way, COMPANY also will immediately notify the City Manager, or the City Manager's designee.
- (xi) COMPANY shall satisfactorily provide comprehensive customer service for waste diversion programs, including but not limited to responding to complaints, answering questions and handling missed pick-ups. Missed pick-ups shall be collected within one business day of being reported. A record of customer complaints and disposition shall be maintained by COMPANY and made available to CITY at CITY's request.
- (xii). COMPANY shall develop and implement an outreach and education program as set forth on Exhibit E and shall also provide supplemental education and outreach related to Organic Material collection as set forth in Exhibit C. Upon mutual agreement, COMPANY may also provide additional assistance in conducting the public awareness/education program. Such assistance may include but is not limited to: 1) providing assistance in developing educational and promotional programs and materials; 2) distributing educational and promotional materials; 3) providing recycling vehicle(s) and personnel for appearances at special events such as parades, fairs, etc.; and 4) distributing an annual calendar for recycling collection and street sweeping. CITY may, at its discretion, require substantial and extraordinary additional education and outreach activities to be provided by COMPANY beyond those described above. COMPANY may recover its reasonable and necessary costs for performing these activities as EXCEPTIONAL COSTS in its rate application for the year following provision of the services.
- (xiii) Within thirty (30) days after the end of each month, COMPANY shall submit to CITY written monthly reports, in a format reasonably acceptable to the CITY, that provide the following information:
 - a. Collected Tonnages - a monthly summary of the quantity, by weight, of each recyclable material collected.

- b. Participation Rates - a monthly reasonably estimated summary of the total number of households served per route, the actual number of households participating, the number of pickups per route, the percentage of pickups by route, and the number of businesses participating in the cardboard recycling program.
 - c. Recycling Costs and Revenues - a monthly summary of the total dollar amount received in revenue or paid out in processing cost for Recyclable Materials collected
- (xiv) Equipment Maintenance - COMPANY shall maintain all equipment in a clean condition and in good repair at all times. All parts and systems of the equipment shall operate properly and be maintained in a condition reasonably satisfactory to CITY. COMPANY shall repaint all equipment on a frequency necessary to maintain a positive public image as reasonably determined by the CITY.
 - (xv) Bins and carts for Garbage, Recyclable Material and Organic Material shall be delivered to the customer within five (5) working days of the request for service by the customer.
 - (xvi) Care shall be taken by the COMPANY's employees to prevent damage to bins and carts by unnecessary rough handling. Bins and carts damaged by the COMPANY's employees shall be replaced by the COMPANY, at COMPANY's sole expense, within five (5) working days of the request by the customer or by the CITY.
 - (xvii) Change in bin size. COMPANY shall within five (5) working days of request by customer, exchange bins for a larger or smaller size bin. Customer may request a change in bin size twice a year at no additional charge. Additional bin exchanges shall be subject to a handling fee.
 - (xviii) Bin Cleaning. COMPANY shall within five (5) working days of request by customer, exchange bins to provide a clean bin. Customer may request a clean bin once a year at no additional charge. Additional bin exchanges shall be subject to a handling fee.

Section 7. Performance Standards and Liquidated Damages

(A) **General.** The Parties find that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by COMPANY of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or

denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) exclusive services might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

(B) Service Performance Standards; Liquidated Damages for Failure to Meet Standards. The Parties further acknowledge that consistent, reliable Collection Services, as described in detail in Section 6 of this Agreement, are of utmost importance to City and that CITY has considered and relied on COMPANY's representations as to its quality-of-service commitment in awarding the Agreement to it. The Parties recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The Parties further recognize that if COMPANY fails to achieve the performance standards or fails to submit required documents in a timely manner, CITY and its residents and businesses will suffer damages, and that it is, and will be, impractical and extremely difficult to ascertain and determine the exact amount of damages that CITY will suffer. Therefore, without prejudice to CITY's right to treat such non-performance as an event of default, the Parties agree that the Liquidated Damages amounts established in this Agreement represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the Effective Date of this Agreement, including the relationship of the sums to the range of harm to CITY that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical.

Before assessing Liquidated Damages, CITY shall give COMPANY notice of its intention to do so. The notice will include a brief description of the incident(s) and non-performance. CITY may review (and make copies at its own expense) all information in the possession of COMPANY relating to incident(s) and/or non-performance. COMPANY may, within ten (10) Business Days after receipt of notice, request a meeting with CITY. CITY may present evidence of non-performance in writing and through testimony of its employees and others relevant to the incident(s) and non-performance. CITY Contract Manager will provide COMPANY with a written explanation of their determination on each incident(s) and non-performance prior to authorizing the assessment of Liquidated Damages under this Section 6.

Should such notices of CITY intention to assess Liquidated Damages exceed \$10,000 in total during any 120-day period, COMPANY may within ten (10) Working Days of receipt of such notice representing the amount exceeding \$10,000 for such period request the opportunity to meet with the City Manager or their designee to respond to the intended assessment. If COMPANY has made such request within the required timeframe, the intended assessment of Liquidated Damages will not be imposed on COMPANY until COMPANY has been afforded the opportunity to meet with the City Manager or their designee to respond to the intended assessment. In such case, the decision of the City Manager or their designee shall be final and COMPANY shall not be subject

to, or required to exhaust, any further administrative remedies. If the City Manager or their designee is acting as the City Contract Manager, the City Manager or their designee shall designate an alternative City representative to meet with COMPANY. Should COMPANY not exercise its right to respond to the assessment as described in this paragraph, and in all other cases, the decision of City Contract Manager shall be final and COMPANY shall not be subject to, or required to exhaust, any further administrative remedies. COMPANY shall pay CITY the amount assessed within 30 days of receipt of the original assessment or the Director's decision, whichever is later.

Notwithstanding the foregoing or anything else in this Agreement, COMPANY shall not be required to pay Liquidated Damages in excess of the then applicable Annual Liquidated Damages Maximum during each twelve-month period beginning July 1 and ending June 30 of each agreement year. The initial Annual Liquidated Damages Maximum shall be equal to \$30,000. The Annual Liquidated Damages Maximum shall be increased or decreased throughout the Term as follows:

- i) The Annual Liquidated Damages Maximum shall be increased from \$30,000 to \$60,000 effective the year following any year that the Annual Liquidated Damages Maximum was \$30,000 during such year and COMPANY was assessed Liquidated Damages of \$30,000 or more during such year and such assessment was determined to be justified after a meeting between COMPANY and CITY Manager;
- ii) The Annual Liquidated Damages Maximum shall be increased to \$90,000 effective the year following any year that the Annual Liquidated Damages Maximum was \$60,000 during such year and COMPANY was assessed Liquidated Damages of \$60,000 or more during such year and such assessment was determined to be justified after a meeting between COMPANY and CITY Manager;
- iii) The Annual Liquidated Damages Maximum shall be decreased to \$60,000 effective the year following any year that the Annual Liquidated Damages Maximum was \$90,000 and COMPANY was assessed Liquidated Damages of less than \$60,000; and
- iv) The Annual Liquidated Damages Maximum shall be decreased to \$30,000 effective the year following any year that the Annual Liquidated Damages Maximum was \$60,000 and COMPANY was assessed Liquidated Damages of less than \$30,000.

For the avoidance of doubt, Liquidated Damages in excess of the applicable Annual Liquidated Damages Maximum shall not be carried over to subsequent years. The Annual Liquidated Damages Maximum shall remain the same from year to year unless and until one of the events in (i) through (iv) above trigger a modification to such amount. In the event that CITY conducts a Performance Audit during any year that the Annual Liquidated Damages Maximum is \$90,000, such Performance Audit will not be considered an EXCEPTIONAL COST and COMPANY shall be responsible for the cost of such Performance Audit up to a maximum of \$50,000.

(C) **Amount.** City may assess \$300 Liquidated Damages for each calendar day or

event, as appropriate, for which COMPANY is determined to have failed to meet the performance standards described and listed in Section 6(L)(i) through 6(L)(xviii). In calculating the total assessment, each customer experiencing the substandard service shall count as a separate instance or event. It is agreed and understood that any time period for performance of duties stated in Section 6(L)(i) to (xviii) is a material provision of this Agreement.

Section 8. Franchise Representative and Inspections

(A) COMPANY shall assign a qualified person to be in charge of its operations in the CITY and shall inform CITY of such person's identity and experience, and provide direct contact information for such person, without an intermediary person, including e-mail address and telephone number. It shall be such person's responsibility to assure that all collection operations are effectively performed and all complaints courteously handled and satisfactorily resolved.

(B) To ensure that the laws governing the performance of this Agreement are complied with, a representative of CITY may inspect, review and observe the operations of COMPANY during the term of this Agreement without prior notice. At CITY's request, COMPANY shall make designated personnel available to accompany CITY inspectors provided a minimum of twenty-four (24) hour notice has been given to COMPANY by CITY.

Section 9. Franchise Collection Rates

(A) COMPANY shall not charge any amount in excess of the approved schedule of service rates for any services required or permitted to be performed by the terms of this Agreement. The approved service rates are those set forth in Exhibit A attached hereto and incorporated herein by reference, as such Schedule of Rates may hereafter be adjusted as provided herein.

(B) COMPANY shall submit a request for an adjustment of service rates no later than March 1 of any given year if an annual adjustment under this subsection (B) is desired by the COMPANY. Any approved change in service rates under this subsection shall become effective on July 1 of the same calendar year. For purposes of adjustment, the base rates shall be the rates in effect on January 1, in the calendar year the adjustment is made.

The annual adjustment under this subsection shall be calculated using the formula set forth in Exhibit A2.

(C) In addition to the adjustment provided for in Section 9(B) herein, the parties agree that service rates shall be adjusted in an amount sufficient to cover COMPANY'S Reasonable Increased Costs resulting from any extraordinary changes in circumstances that increase the COMPANY's costs of providing service hereunder and that are substantially beyond the control of the COMPANY (including, without limitation, revisions to laws, ordinances, regulations, or other Applicable Law, or the interpretation or enforcement thereof; any change in governmental or regulatory fees; and the unavailability for reasons beyond COMPANY's control of any facility

to which COMPANY delivers material).

The parties furthermore agree to adjust the service rates in a mutually agreed manner to cover COMPANY's Reasonable Increased Costs of the following, which adjustment shall be a condition to COMPANY implementing the following:

- (i) City's direction of CONTRACTOR to implement volume-based rates for residential collection;
- (ii) Following prior written approval by City of a COMPANY proposal, costs of testing and implementing alternative collection vehicle fueling strategies such as electricity, hydrogen and hybrid propulsion, as described in Recital I; and
- (iii) Changes in the franchise fee, implementation fee, or any other fee payable to CITY pursuant to this Agreement.

In addition to the above changes in the service rates, COMPANY shall also be entitled to temporary one-year adjustments in the service rates to recover the Reasonable Increased Costs for additional temporary services provided by COMPANY upon written request by CITY (EXCEPTIONAL COSTS). The temporary adjustment will not be included in the base rate used to calculate the following year's rate adjustment request. EXCEPTIONAL COSTS shall include, but are not limited to, the reasonable and necessary costs associated with:

- a. A performance audit required by CITY pursuant to Section 2(B) unless the performance audit is conducted during any year that the Annual Liquidated Damages Maximum is \$90,000. In the event that a Performance Audit is conducted during any year that the Annual Liquidated Damages Maximum is \$90,000, the first \$50,000 in performance audit costs are excluded from the calculation of EXCEPTIONAL COSTS;
- b. Cleanups of homeless encampments and other sites pursuant to Section 6(B);
- c. Special on-call collections conducted upon written request by CITY, provided that such collections are not made for the personal benefit of a public official or appointed city employee;
- d. Additional vouchers provided to residents, institutions, or businesses at City's request for free disposal at the San Martin Transfer Station;
- e. Additional temporary public education services beyond those otherwise required by Exhibits C and E as set forth in Section 6(L)(xii);
- f. Additional city services that qualify for additional compensation as described in Section 6(B);
- g. Compost provided or delivered by COMPANY as described in Section 6(J); and

- h. Any other temporary services requested by CITY the costs of which the parties mutually agree shall be treated as EXCEPTIONAL COSTS.

(D) Upon confirmation by CITY that COMPANY has submitted an accurate and correctly calculated request for an adjustment of service rates, CITY shall approve new maximum service rates and shall notify COMPANY of such maximum service rates on or before May 1 of the year the adjustment is made. COMPANY may charge service rates that are less than or equal to the maximum service rates approved by CITY.

Should an index named in Exhibit A2 not be published in October of any given year, the calculations shall be performed using the most recent index values of a month immediately preceding the October contemplated by this Amendment.

(E) COMPANY agrees to provide eligible low-income residents with a 20% discount for residential service provided that:

- (i) The resident applying for the discount can prove that they are eligible to receive the “lifeline” discount rate offered by Pacific, Gas & Electric. COMPANY may require reverification of eligibility annually. In the event that this utility discount is no longer offered, the COMPANY and the CITY shall meet to agree upon a replacement measure of eligibility. A change in the eligibility requirements for PG&E’s “lifeline” discount rate shall be treated as a change in Applicable Law under subsection (C) above; and
- (ii) The resident subscribes to single-can garbage service if a volume-based system is implemented.

Section 10. Company Providing Criteria to Review Development Plans.

If requested by CITY, COMPANY shall provide CITY with examples of specific criteria by which development plans for residential and nonresidential units may be reviewed by CITY concerning the location of Solid Waste Matter containers and appropriate screening thereof, which criteria CITY may choose to utilize in the review of development plans.

Section 11. Franchise Service Termination.

COMPANY may terminate service to residential customers who are one hundred twenty (120) days in arrears in payment of rate charges and nonresidential customers who are sixty (60) days in arrears in payment of rate charges, respectively, provided COMPANY:

- (A) Shall give a customer whose service may be cut off at least (30) days written notice prior to the proposed service termination date.

(B) Shall notify CITY in advance of each proposed service termination by property location.

(C) Shall monitor each property location at which service has been terminated and notify CITY of any problems observed, including accumulation of garbage on the premises.

(D) Shall promptly restore service when all amounts owing have been paid.

Section 12. Franchise Disaster Assistance

(A) In the event a wartime, natural, physical or other disaster in or proximate to the CITY limits resulting in the declaration of a State of Emergency by the duly authorized authority or City Council, COMPANY shall make available to CITY, all trucks, equipment and personnel normally performing services under this Agreement, for emergency operations conducted or directed by the CITY emergency organization, provided that CITY and COMPANY mutually agree it is safe and practicable to do so.

(B) Upon consent from COMPANY, such consent which shall not be unreasonably withheld based on the circumstances giving rise to the State of Emergency, CITY shall have the right to take temporary possession of all such equipment provided by COMPANY, and to temporarily employ all COMPANY personnel who voluntarily agree to serve as emergency operation forces of CITY, under the direction and control of the CITY Emergency Services Director.

(C) COMPANY shall use efforts to make available, in addition to the equipment and personnel above, equipment and personnel from those COMPANY operations and resources not serving CITY, to the extent necessary to conduct effective refuse, waste and debris removal during any declared State of Emergency to the specifications of the CITY Emergency Services Director.

(D) CITY shall not be required to compensate COMPANY in any manner or form for COMPANY provision of vehicles, personnel or equipment that conforms with the regular level of service provided under this Agreement within the CITY limits, when made available during a declared State of Emergency. When additional vehicles, personnel hours or equipment are provided during an emergency that exceed the level of service provided under this Agreement, CITY shall compensate COMPANY for actual expenses incurred by COMPANY in providing additional vehicles, personnel hours or equipment upon submission by COMPANY to CITY of detailed records of costs and expenses actually borne by COMPANY, and upon approval by the Federal government of CITY as reimbursement of expenses incurred by COMPANY during a disaster.

Section 13. Franchise Indemnification

(A). Indemnification of CITY. COMPANY agrees that it shall protect, defend with counsel reasonably acceptable to CITY, indemnify and hold harmless CITY, its officers, employees, and agents from and against any and all losses, liabilities, fines, penalties, claims, damages, liabilities or judgments, including attorney's fees, arising out of or resulting in any way from COMPANY's performance of this franchise, unless such claim is due to the negligence or willful acts of the CITY, its officers, employees, agents, contractors or volunteers. Upon demand of the CITY, made by and through the City Attorney, COMPANY shall appear in and defend the CITY and its officers, employees, and agents, in any claims or actions, whether judicial, administrative or otherwise which are within the scope of the foregoing indemnity. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.**

(B) Hazardous Substance Indemnification. COMPANY shall indemnify, defend with counsel reasonably acceptable to CITY, protect and hold harmless CITY, its officers, employees, agents, volunteers, assigns and any successor or successors to CITY's interest from and against all claims, actual damages (including special and consequential damages but excluding punitive damages), natural resources damage, injuries, cost, response, remediation and removal costs, losses, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties and expenses (including but not limited to attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, CITY or its officers, employees, or agents arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Substance or Hazardous Wastes at any place owned by COMPANY or its affiliates where COMPANY processes or stores material for recycling pursuant to this Agreement, unless such claim is due to the sole negligence or willful acts of the CITY, its officers, employees, agents, contractors or volunteers. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold harmless and indemnify CITY from liability. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.**

(C) State Mandate Indemnification. COMPANY agrees to protect, defend, with counsel reasonably acceptable to CITY, and indemnify CITY against fines or penalties imposed by CalRecycle in the event that the CITY fails to meet its AB 939 waste reduction goals or fulfill its obligations pursuant to the SB 1383 Final Regulations due to the COMPANY's failure to satisfactorily fulfill its obligations pursuant to this Agreement, unless such claim is due to the sole negligence or willful acts of the CITY, its officers, employees, agents, contractors or volunteers.

Section 14. Franchise Insurance and Bond.

(A) This Agreement and the privileges herein granted to COMPANY is and are conditioned upon the faithful performance by COMPANY and by each and every one of his subcontractors, if any, of each and all of the covenants and provisions herein agreed to be performed by COMPANY or required to be performed by its subcontractors; and payment of all license fees and other monies herein agreed to be paid by COMPANY.

(B) Upon execution of this Agreement, COMPANY shall furnish to CITY and shall file with the City Clerk of CITY a corporate surety bond, in substantially the form of the bond filed with CITY in 2021 (or in such other form as may be approved by the City Manager and approved as to form by the City Attorney) executed by COMPANY as principal and by a corporate surety as surety, in the sum of \$1,000,000 (One Million Dollars), conditioned upon the faithful performance by COMPANY and its subcontractors, if any, of this Agreement.

(C) COMPANY agrees to maintain and submit evidence to CITY of, during the life of this Agreement, insurance policies as specified in Exhibit B, Insurance Requirements.

Evidence of insurance shall be in the form of an ACORD form Certificate of Insurance and original endorsements to policies each naming the CITY and its officers, employees and agents as additional insureds on all policies. In the event of cancellation of any coverage, thirty (30) days prior written notice of termination shall be given to the CITY. Notice shall be sent to:

City Manager
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, California 95037

Section 15. Franchise Assignment

(A) COMPANY shall not assign, sell, subcontract or otherwise delegate authority to perform any portion of this Agreement, including but not limited to a sale, exchange or other transfer of substantially all of COMPANY's assets dedicated to service under this Agreement to a third party, or between a subsidiary and a parent company or Related Party, without the prior written express approval of CITY. Use of third-party disposal or processing facilities shall not be deemed subcontracting or delegation of authority. In the event of any assignment duly authorized by CITY, the assignee shall assume the liability of COMPANY.

(B) No sale, gift, or transfer of stock or other interest of COMPANY, including but not limited to any reorganization, consolidation, merger recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which COMPANY or any of its shareholders is a party, which would result in a change of Control of COMPANY, shall be made without prior written approval of the City Council. Violation of this

provision shall be a breach of this Agreement and grounds for termination by CITY without the need for compliance with the notification requirements of Section 20.

(C) If COMPANY shall at any time during the Term become insolvent, or if proceedings in bankruptcy shall be instituted by or against COMPANY (and, if against COMPANY, not dismissed or stayed within 90 days), or if COMPANY shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of COMPANY shall be appointed in any suit or proceeding brought by or against COMPANY, or if COMPANY shall make an assignment for the benefit of creditors, then and in each and every such case, this Agreement shall immediately cease, terminate, and be canceled upon written notice by CITY and without the necessity of suit or other proceeding.

(D) If COMPANY requests CITY's consideration of and consent to an assignment, CITY may deny or approve such request in its complete discretion. CITY need not consider any request by COMPANY for consent to an assignment unless and until COMPANY has met the following requirements:

- (i) COMPANY shall pay to CITY the transfer fee described in Section 15 (E).
- (ii) COMPANY shall furnish CITY with audited financial statements of the proposed assignee's operations for the immediately preceding five (5) operating years.
- (iii) COMPANY shall furnish CITY with satisfactory proof that the proposed assignee has the demonstrated technical capability to perform all Collection Services, including: (a) that the proposed assignee has at least 10 years of experience in the provision and management of Solid Waste and Recyclables Collection Services on a scale equal to or exceeding the scale of operations conducted by COMPANY under this Agreement; (b) in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any State, federal or local agencies and the assignee has provided CITY with a complete list of such citations and censures; (c) the proposed assignee has at all times conducted its operations in a environmentally safe and conscientious fashion; (d) the proposed assignee conducts its Solid Waste and Recyclables Collection Services in accordance with sound Solid Waste and Recyclables practices, and in full compliance with all federal, State and local laws regulating the collection and Disposal of Solid Waste including hazardous substances; and (e) any other information required by CITY to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

(E) Any application for an assignment transfer shall be made in a manner prescribed by the City Manager. The application shall include a nonrefundable transfer fee in the amount of Fifty Thousand Dollars (\$50,000) to cover the cost of all direct and indirect administrative expenses including consultants and attorneys, necessary to adequately analyze the application and to reimburse CITY for all direct and indirect expenses. In addition, COMPANY shall reimburse CITY for any and all additional costs related to the assignment requested and not covered by the transfer fee. Bills shall be supported with evidence of the expense or cost incurred. COMPANY shall pay such bills within (30) days of receipt. The transfer fees are over and above any

COMPANY Fees specified in this Agreement.

(F) If CITY consents to an assignment, COMPANY shall cooperate with CITY and the assignee to assist in an orderly transition.

Section 16. Franchise Waste

It is expressly understood that all Solid Waste, Recyclable Material, Organic Material, and Construction and Demolition Debris collected under this Agreement becomes the property of COMPANY at the point in time it is loaded onto COMPANY'S vehicle, subject to the requirement of delivery of Solid Waste to a disposal site, Recyclable Material to a recycling facility, and Organic Material to an organic waste facility, and Construction and Demolition Debris to an appropriate disposal or processing facility. However, title to Hazardous Waste shall not pass to COMPANY pursuant to Section 6(A)(v) or 6(E) of this Agreement and shall remain with the generator, unless purposefully collected by COMPANY pursuant to one of the Hazardous Waste collection programs provided for in this Agreement. At no time does CITY obtain any right of ownership or possession of solid waste or recyclables placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that CITY has any such rights. CITY and COMPANY agree that, for the purposes of the Uniform Commercial Code and all other laws imposing liability for defective products, it is COMPANY, and not CITY that is to be considered the "merchant" of goods recycled pursuant to this AGREEMENT.

COMPANY shall ensure that all disposal, transfer, Recyclable Material processing, and Organic Material processing and Construction and Demolition Debris processing and/or disposal facilities owned and used by the COMPANY or other corporations affiliated with COMPANY in the performance of this Agreement are properly permitted and in material compliance with Applicable Law at all times during the Term. COMPANY shall immediately inform the City Manager in writing in the event of any material noncompliance with Applicable Law by such facility, and CITY, in its sole discretion, shall have the right to require the use of a different facility, to be selected by COMPANY. The City Council may also, in its sole discretion, require the use of a different site at any time during the Term if any such facility (as the case may be) is found to not be in material compliance with the provisions of this Section, and the City Council determines that such facility (as the case may be) is not acceptable due to a failure to comply with the terms of this Section or a finding by State or federal regulatory agencies that it is not in material compliance with Applicable Law, including the Environmental Statutes, and is unable to accept City's Solid Waste, Construction and Demolition Debris, Organic Material or Recyclable Material (as the case may be).

COMPANY's written arrangements with its customers for collection of Recyclable Material or Organic Material within CITY (if any) will provide that, subject to the right of the customers to claim lost property, title and the right to possession, and liability for all recyclables which are set out for collection on the regularly scheduled collection day shall pass to COMPANY at the time they are placed in the COMPANY's truck. The COMPANY shall have the right to

retain any benefit or profit resulting from its right to retain, recycle, compost, dispose of or use the recyclables that it collects. At no time does the CITY obtain any right of ownership or possession of recyclables placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that CITY has any such rights. COMPANY will utilize their best efforts to implement and maintain waste recovery or recycling programs. COMPANY shall have the first right and option and right of first refusal for the recycling of any type of material within the CITY subject to applicable laws. However, if COMPANY chooses not to recycle a type of material which CITY deems recyclable, CITY may, at its option, cause or implement independent recycling programs to handle said waste, provided that the proposed program does not conflict with the exclusive rights granted to COMPANY by this Agreement.

Section 17. Franchise Waiver

The waiver by CITY of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance or law shall not be deemed to be a permanent waiver of such term, covenant, condition, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law. The subsequent acceptance by CITY of any franchise or other fee or of any other monies which may become due hereunder to CITY shall not be deemed to be a waiver of any preceding breach or violation by COMPANY of any term, covenant or condition of this Agreement or of any applicable law or ordinance.

Section 18. Franchise Administration

The administration and enforcement of this Agreement shall be the responsibility of the City Manager or designated representatives of that office.

Section 19. Franchise Independent Contractor Status

It is agreed that COMPANY is an independent contractor, and all persons working for or under the direction of the COMPANY are the COMPANY's agents, servants, employees, and said persons shall not be deemed agents, servants or employees of CITY.

Section 20. Franchise Notice

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

Address of COMPANY is as follows:

RECOLOGY SOUTH VALLEY

1351 Pacheco Pass Highway
Gilroy, CA 95020

with a copy to:
Recology South Valley
Attn: Legal Department
50 California Street, 24th Floor
San Francisco, CA 94111

Address of CITY is as follows:

City Manager
City of Morgan Hill
17575 Peak Ave.
Morgan Hill, CA 95037

with a copy to:
City Clerk
17575 Peak Avenue
Morgan Hill, CA 95037

Section 21. Continuity of Services

None of the following are to be considered an excuse from performance, and COMPANY shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events: (a) general economic conditions, interest or inflation rates, or currency fluctuation or changes in the cost of fuel, commodities, supplies or equipment; (b) changes in the financial condition of COMPANY or any of its subcontractors affecting their ability to perform their obligations; (c) the consequences of errors, neglect or omissions by COMPANY, or any subcontractor; (d) failure of any subcontractor or supplier to furnish labor, materials, service or equipment; (e) equipment failure; (f) changes in market prices for, or the unavailability of markets for, the sale or purchase of Recyclables; (g) the availability of any Disposal site or Processing facility; (h) labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by COMPANY's, employees or directed at COMPANY, or a subcontractor. In the case of labor unrest or job action directed at a third party over whom COMPANY has no control, however, the inability of COMPANY to make collections due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of COMPANY's employees while making collections or to make reasonable accommodations regarding container placement and point of delivery, time of collection, or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make collections, shall, to that limited extent, excuse performance. The foregoing excuse shall be conditioned on COMPANY's cooperation in making collection at different times and in different locations.

In addition to any and all other legal or equitable remedies, in the event that COMPANY, for any reason whatsoever, fails, refuses or is unable to perform any Collection Service at the time and in the manner provided in this Agreement, and if, as a result thereof, Solid Waste accumulates

in the City to such an extent, in such a manner, or for such a time that the City Manager finds that such accumulation endangers or menaces the environment, public health, safety or welfare, then CITY shall have the right, but not the obligation, upon twenty-four (24) hours prior notice to COMPANY, to do either one or both of the following during the period of such emergency as determined by City Manager: (i) cause to be performed such services with other personnel without liability to COMPANY; (ii) to take possession of any or all of COMPANY's land, equipment and other property used or useful in providing one or more of the Collection Services and to provide one or more of the Collection Services. Should CITY take possession of COMPANY's equipment and other property pursuant to this Section, CITY shall exercise reasonable, ordinary care in the use of the equipment and property. Any action by CITY pursuant to this Section shall be without payment to COMPANY.

Notice of COMPANY's failure, refusal or neglect to perform one or more Collection Services that meets the requirements of the previous paragraph may be given orally by telephone to COMPANY at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to COMPANY within twenty-four (24) hours of the oral notification. COMPANY further agrees that in such event:

(a) It shall fully cooperate with CITY to affect the transfer of possession of property to CITY for CITY's use.

(b) It shall, if CITY so requests and to the extent feasible, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain the property in operational condition. If CITY takes possession of COMPANY'S equipment and causes the equipment to be operated in the performance of any one or more Collection Services, as herein contemplated, CITY shall ensure that operators of the equipment are experienced, knowledgeable, and licensed to operate the equipment taken possession of by CITY. CITY shall indemnify, defend, and hold COMPANY harmless from any and all liability, claims, damages, suits, costs, and expenses that arise out of or in any way relate to CITY's use of COMPANY'S equipment or property except from liability, claims, damages, suits, costs, and expenses that are the result of defects in COMPANY'S equipment or property. Further, as a condition precedent to exercising any rights described herein, CITY shall provide COMPANY with evidence of insurance reasonably satisfactory to COMPANY that would cover CITY'S conduct of any one or more Collection Services that CITY undertakes pursuant to this section. Such insurance shall include general liability, automobile liability, and workers compensation insurance and each policy maintained by the CITY shall name COMPANY as additional insured. CITY shall also provide maintenance of equipment and property in accordance with standard industry practices during the period of its use and shall return equipment and property to COMPANY in substantially the same condition and repair as on the date CITY took possession, normal wear and tear expected.

CITY's exercise of its contractual rights under this Section does not constitute a taking of private property for which compensation must be paid; (ii) shall not create any liability on the part of CITY to COMPANY; and (iii) does not exempt COMPANY from the indemnity

provisions of Section 12, which are meant to extend to circumstances arising under this Article, provided that COMPANY is not required to indemnify CITY against claims and damages that are solely caused by the established active negligence or willful misconduct of City officers, employees, agents, or volunteers acting under this Section. CITY shall not affect a permanent taking of COMPANY's property pursuant to this Section.

CITY's right to retain temporary possession of COMPANY's property, and to provide one or more Collection Services shall continue until COMPANY can demonstrate to CITY's satisfaction that it is ready, willing and able to resume such services. CITY has no obligation to maintain possession of COMPANY's property or continue its use in performing one or more Collection Services for any period of time and may, at any time, in its sole discretion, relinquish possession to COMPANY.

Separate from or in addition to assessing liquidated damages, CITY may also at its sole discretion promptly secure, or direct COMPANY to promptly secure, at COMPANY's sole expense, substitute services, satisfactory to CITY, for when COMPANY is in breach, upon the same terms and conditions as provided in this Agreement.

Section 22. Franchise Termination

(A) All terms and specifications of this Agreement are material and binding, and failure to perform any portion of the work described herein shall be considered a breach of this Agreement. Failure or delay by either party to perform any term or provision of this Agreement constitutes a breach under this Agreement. The party who so fails or delays must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction or remedy with reasonable diligence.

(B) Except as set forth in Sections 2(B) and 15 (B) and (C), neither party may exercise any rights or remedies upon a default by the other party, unless and until such default continues for a period of seven (7) days after written notice thereof from the non-defaulting party. If the nature of the default is such that more than seven (7) days are reasonably required for its cure, then the defaulting party shall not be deemed to be in default if it has commenced a cure within the seven (7) day period and thereafter diligently prosecutes such cure to completion within thirty (30) days after receipt of written notice thereof unless CITY and COMPANY mutually agree that curing the default will take longer than thirty (30) days and mutually determine a reasonable longer deadline. No such additional time to cure shall be allowed for failure to pay any amount due to either party under this Agreement, or if the nature of the default is such that the health, welfare, or safety of the public is endangered as determined by the City Manager. The notice of default shall specify the default complained of by the injured party. In the event of any conflict between the cure periods set forth in this subsection and any shorter cure periods set forth in an applicable Section of this Agreement, the shorter period shall control.

(C) Delay in giving a notice of default shall not constitute a waiver of any default nor shall it change the time of default. Any failures or delays by either party in asserting any of its

rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, nor deprive either party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

(D) If the City Manager determines that COMPANY's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the Act (including, but not limited to requirements for Diversion, source reduction and Recycling as to the waste stream subject to this Agreement), or any other Applicable Law, including but not limited to, the laws governing transfer, storage or Disposal of Solid Waste or Hazardous Waste, the City Manager may advise COMPANY in writing of such suspected default in accordance with subsection 22(B), specifying the default in reasonable detail (the "Notice of Default"), and including the time within which COMPANY is to cure the default and respond, in accordance with subsection 22(B). COMPANY may request additional time to cure the default; CITY shall not unreasonably deny any such request.

(i) The City Manager shall review any written response from COMPANY and decide the matter or refer the matter to the City Council for consideration pursuant to this Section. If the City Manager's decision is adverse to COMPANY, the City Manager may order remedial actions to cure any deficiencies or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, terminate this Agreement. The City Manager shall promptly inform COMPANY of the City Manager's decision. In the event the decision is adverse to COMPANY, the City Manager shall inform COMPANY, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of this Agreement or other laws, for the City Manager's decision and any remedial action taken or ordered. An adverse decision by the City Manager shall be final and binding on COMPANY unless COMPANY files a "Notice of Appeal" with the City Clerk (with copies to the City Manager and City Attorney) within seven (7) days of receipt of the notification of the adverse decision by the City Manager.

(ii) In any "Notice of Appeal" to the City Council, COMPANY shall state all of its factual and legal contentions, citing provisions of this Agreement or other laws to support its contentions. Within twenty-one (21) days of the filing of the Notice of Appeal with the City Clerk, COMPANY shall deliver to the City Clerk three (3) copies of all relevant affidavits, documents, photographs and recordings that COMPANY may choose to submit.

(E) If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by COMPANY, the City Clerk shall set the matter for a hearing before the City Council. The City Clerk shall give COMPANY thirty (30) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the administrative record, including the following:

(i) A staff report by the City Manager, summarizing the proceedings to date and outlining the City Council's options;

- (ii) The City Manager's written Notice of Default;
- (iii) COMPANY's response to the Notice of Default;
- (iv) The City Manager's written notification to COMPANY of adverse decision;
- (v) COMPANY's Notice of Appeal to the City Clerk; and
- (vi) Any evidence submitted by COMPANY pursuant to paragraph (ii) of subsection 22(D).

No new legal issues may be raised, or new evidence submitted by COMPANY at this or at any further point in the proceedings, absent a showing of good cause. COMPANY's representatives and other interested persons shall be provided a reasonable opportunity to be heard.

(F) Based on the administrative record, the City Council shall determine by resolution whether the decision or order of the City Manager should be upheld. A tie vote of the City Council shall be regarded as upholding the decision of the City Manager. If, based upon the administrative record, the City Council determines that the performance of COMPANY is in breach of any provision of the Agreement or of any applicable federal, State or local statute or regulation, the City Council, in the exercise of its discretion, may order COMPANY to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement, including but not limited to termination. The decision or order of the City Council shall be final and binding.

(G) COMPANY's performance under this Agreement is not excused during the period of time prior to a final determination as to whether or not COMPANY's performance is in material breach of this Agreement, or the time set by CITY for COMPANY to discontinue a portion or all of its services pursuant to this Agreement.

(H) CITY reserves the right to terminate this Agreement in the event that COMPANY fails to cure any default within the applicable cure periods, including but not limited to the following:

- (i) if COMPANY violates any material provision of any Applicable Law;
- (ii) if COMPANY fails to maintain the insurance or bonds required by Section 14, or fails to pay to CITY any monies due CITY pursuant to this Agreement, and fails to remedy such default within five (5) days after written notice thereof from CITY;
- (iii) there is a seizure or attachment (other than a prejudgment attachment) of, or levy affecting possession on, the operating equipment of COMPANY, including without limit its vehicles, maintenance or office facilities, or any part thereof of such proportion as to impair

COMPANY's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours excluding weekends and Holidays;

(iv) COMPANY fails to provide reasonable assurances of performance;

(v) COMPANY fails to notify CITY in a timely manner of any receipt by COMPANY of any notice of violation or official communication from those regulatory agencies regulating Solid Waste, Construction and Demolition Debris, Recyclable Materials, and Organic Material Collection Services, transportation, Processing or Disposal activities, or street sweeping activities;

(vi) If COMPANY violates in any material respect any orders or filings of any regulatory body having jurisdiction over COMPANY relative to this Agreement, provided that COMPANY may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to COMPANY is entered;

(vii) if COMPANY ceases to provide Collection Services as required under this Agreement over all or a substantial portion of the area within the City, for a period of two (2) days or more, for any reason within the control of COMPANY, including but not limited to labor disputes;

(viii) if COMPANY fails to make any payment required under this Agreement and/or refuses to provide CITY with required information, reports, and/or records in a timely manner as provided for in this Agreement;

(I) Notwithstanding Sections 22 (A), 22(B) and 22(C), CITY reserves the right to terminate this Agreement, without the need to provide COMPANY an opportunity to cure, in the event of any of the following:

(i) if COMPANY practices, or attempts to practice, any fraud or deceit upon CITY, or practiced any fraud or deceit or made any misrepresentations in the negotiations which preceded the execution of this Agreement;

(ii) if COMPANY has received three (3) or more written Notices of Default in any twelve (12) month period, irrespective of whether or not the act or omission set forth in the notice was corrected or remedied within the time set forth in the notice, but excluding notices where, after investigation, the City Manager or City Council has determined that no default occurred, and also excluding notices relating to matters that are trivial.

Section 23. Compliance With Laws and Regulations

In the performance of this Agreement, COMPANY shall comply with all applicable laws, including implementing regulations, as they may be amended from time to time, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act

("CERCLA") 42 U.S.C. Sections 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq., the California Integrated Waste Management Act of 1989, the provisions of the SB 1383 Final Regulations that apply directly to COMPANY by operation of law or are duties of COMPANY under this Agreement, all applicable air pollution control laws, applicable California labor laws, and all other applicable laws of the United States of America, the State of California, the County of Santa Clara, ordinances of the City, the requirements of Local Enforcement Agencies and other agencies with jurisdiction.

Section 24. General Contract Provisions

(A) Amendment & Modification. No amendments, modifications, alterations or changes to the terms of this Agreement shall be effective unless and until made in a writing signed by both parties hereto.

(B) Americans with Disabilities Act of 1990. Throughout the term of this Agreement, the COMPANY shall comply fully with all provisions of the Americans with Disabilities Act of 1990 ("the Act") in its current form and as it may be amended from time to time that are directly applicable to COMPANY's performance of this Agreement. ADA liability is not excluded from the indemnification and defense obligations of COMPANY under this Agreement.

(C) Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

(D) Captions. The captions and headings of the various sections, paragraphs and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.

(E) Compliance with Laws. The COMPANY shall keep itself informed of all Applicable Laws which directly relate to and affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work performed by COMPANY under this Agreement. Without limiting the foregoing, COMPANY agrees to observe the provisions of the Municipal Code of the CITY OF MORGAN HILL, obligating every contractor or subcontractor under a contract or subcontract to the CITY OF MORGAN HILL for public works or for goods or services to refrain from discriminatory employment or

subcontracting practices on the basis of the race, color, sex, religious creed, national origin, ancestry of any employee, applicant for employment, or any potential subcontractor.

(F) Conflict of Interest. COMPANY certifies that to the best of its knowledge, no CITY employee or officer of any public agency interested in this Agreement has any pecuniary interest in the business of COMPANY that may result in a violation of Government Code Section 1090 or the California Political Reform Act.

(G) Entire Agreement. This Agreement supersedes any and all prior agreements, whether oral or written, between the parties hereto with respect to the rendering of services by COMPANY for CITY and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

No other agreements or conversations with any officer, agent or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Such other agreements or conversations shall be considered as unofficial information and in no way binding upon CITY.

(H) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions of any jurisdiction. The exclusive jurisdiction and venue with respect to any and all disputes arising hereunder shall be in state and federal courts located in Santa Clara County, California.

(I) Notices. Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in Exhibit "A", Section V.H. but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed delivered as of actual receipt; mailed notices will be deemed delivered as of three (3) days after mailing.

(J) Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(K) Waiver. COMPANY agrees that waiver by CITY of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

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

ATTEST:

THE CITY OF MORGAN HILL

City Clerk

Date: _____

City Manager

Date: _____

APPROVED:

RECOLOGY SOUTH VALLEY

Risk Manager

Date: _____

By:

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

EXHIBIT A
SCHEDULE OF RATES
(Effective January 1, 2023)

**RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JANUARY 1, 2023**

DESCRIPTION	Current	Add	New
	Rates	Current 11.35%	
<u>Residential Rates</u>			
BASIC SINGLE FAMILY	34.32	3.90	38.22
SGL FAM - NO STREET SWEEPING	33.90	3.85	37.75
HILLSIDE RESIDENTIAL	37.34	4.24	41.58
HILLSIDE RESIDENTIAL - NO SWEEPING	36.81	4.18	40.99
LOW INCOME	27.58	3.13	30.71
LOW INCOME - NO ST SWEEPING	27.24	3.09	30.33
EX YW CONTAINER RENT			
BULKY MATERIAL (1-3 ITEMS)	45.70	5.19	50.89
BULKY MATERIAL (EACH EXTRA ITEM)	18.26	2.07	20.33
SIDE/BACKYARD SERV	13.70	1.56	15.26
SIDE/BACKYARD SERV Disabled	FREE	FREE	FREE
TOTER RENTAL	5.80	0.66	6.46
RETURNED TRIP COLLECTION	35.76	4.06	39.82

Commercial Rates

GARBAGE

1 CAN COMM (32 GALLON)	21.00	2.38	23.38
2 CANS COMM (64 GALLON)	34.41	3.91	38.32
3 CANS COMM (96 GALLON)	47.91	5.44	53.35
4 CANS COMM (128 GALLON)	61.41	6.97	68.38
5 CANS COMM (160 GALLON)	74.89	8.50	83.39
6 CANS COMM (192 GALLON)	88.40	10.04	98.44
7 CANS COMM (224 GALLON)	101.83	11.56	113.39
8 CANS COMM (256 GALLON)	115.29	13.09	128.38
9 CANS COMM (288 GALLON)	128.78	14.62	143.40
10 CANS COMM (320 GALLON)	142.26	16.15	158.41
1 CAN COMM (32 GALLON) w/cart			29.84
2 CANS COMM (64 GALLON) w/cart			44.78
3 CANS COMM (96 GALLON) w/cart			59.81

ORGANICS

32 GALLON 1 X WEEK	16.80	1.91	18.71
32 GALLON 2 X WEEK			35.48
32 GALLON 3 X WEEK			52.24
32 GALLON 4 X WEEK			69.00
32 GALLON 5 X WEEK			85.77
32 GALLON CONTAMINATED Recycle and Organics			39.82
64 GALLON 1 X WEEK	27.53	3.13	30.66
64 GALLON 2 X WEEK			58.13
64 GALLON 3 X WEEK			85.60
64 GALLON 4 X WEEK			113.08
64 GALLON 5 X WEEK			140.55
64 GALLON CONTAMINATED Recycle and Organics			39.82
96 GALLON 1 X WEEK	38.32	4.35	42.67
96 GALLON 2 X WEEK			80.91
96 GALLON 3 X WEEK			119.13
96 GALLON 4 X WEEK			157.37
96 GALLON 5 X WEEK			195.60
96 GALLON CONTAMINATED Recycle and Organics			39.82

**RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JANUARY 1, 2023**

DESCRIPTION	Current Rates	Add Current 11.35%	New Rates
<u>Commercial Rates</u>			
<i>GARBAGE</i>			
1 YD 1 X WEEK	179.85	20.42	200.27
1 YD 2 X WEEK	341.01	38.72	379.73
1 YD 3 X WEEK	502.14	57.01	559.15
1 YD 4 X WEEK	663.31	75.31	738.62
1 YD 5 X WEEK	824.43	93.61	918.04
1 YD 6 X WEEK	984.38	111.77	1,096.15
2 YD 1 X WEEK	260.66	29.60	290.26
2 YD 2 X WEEK	494.22	56.11	550.33
2 YD 3 X WEEK	727.75	82.63	810.38
2 YD 4 X WEEK	961.31	109.15	1,070.46
2 YD 5 X WEEK	1,194.81	135.66	1,330.47
2 YD 6 X WEEK	1,426.65	161.98	1,588.63
1/2 3 YD 1 X WEEK (Grandfather)	188.78	21.43	210.21
3 YD 1 X WEEK	377.57	42.87	420.44
3 YD 2 X WEEK	719.01	81.64	800.65
3 YD 3 X WEEK	1,060.54	120.42	1,180.96
3 YD 4 X WEEK	1,401.94	159.18	1,561.12
3 YD 5 X WEEK	1,743.40	197.95	1,941.35
3 YD 6 X WEEK	2,084.85	236.72	2,321.57
4 YD 1 X WEEK	488.55	55.47	544.02
4 YD 2 X WEEK	928.46	105.42	1,033.88
4 YD 3 X WEEK	1,368.41	155.37	1,523.78
4 YD 4 X WEEK	1,808.37	205.32	2,013.69
4 YD 5 X WEEK	2,248.28	255.27	2,503.55
4 YD 6 X WEEK	2,688.22	305.22	2,993.44
6 YD 1 X WEEK	729.96	82.88	812.84
6 YD 2 X WEEK	1,396.97	158.61	1,555.58
6 YD 3 X WEEK	2,063.98	234.35	2,298.33
6 YD 4 X WEEK	2,731.02	310.08	3,041.10
6 YD 5 X WEEK	3,398.06	385.82	3,783.88
6 YD 6 X WEEK	4,065.07	461.55	4,526.62
SPECIAL COLLECTION	30.00	3.41	33.41
<i>ORGANICS</i>			
1 YD 1 X WEEK	143.88	16.34	160.22
1 YD 2 X WEEK	272.80	30.97	303.77
1 YD 3 X WEEK	401.71	45.61	447.32
1 YD 4 X WEEK	530.64	60.25	590.89
1 YD 5 X WEEK	659.54	74.89	734.43
1 YD 6 X WEEK	787.51	89.41	876.92
1 YD CONTAMINATED Recycle and Organics			50.07
2 YD 1 X WEEK	208.53	23.68	232.21
2 YD 2 X WEEK	395.37	44.89	440.26
2 YD 3 X WEEK	582.20	66.10	648.30
2 YD 4 X WEEK	769.05	87.32	856.37
2 YD 5 X WEEK	955.85	108.53	1,064.38
2 YD 6 X WEEK	1,141.32	129.59	1,270.91
2 YD CONTAMINATED Recycle and Organics			72.57
3 YD 1 X WEEK	302.06	34.30	336.36
3 YD 2 X WEEK	575.22	65.31	640.53
3 YD 3 X WEEK	848.43	96.33	944.76
3 YD 4 X WEEK	1,121.56	127.34	1,248.90
3 YD 5 X WEEK	1,394.72	158.36	1,553.08
3 YD 6 X WEEK	1,667.87	189.37	1,857.24
3 YD CONTAMINATED Recycle and Organics			105.11
4 YD 1 X WEEK	390.85	44.38	435.23

**RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATES EFFECTIVE JANUARY 1, 2023**

DESCRIPTION	Current Rates	Add Current 11.35%	New Rates
4 YD 2 X WEEK	742.78	84.34	827.12
4 YD 3 X WEEK	1,094.72	124.30	1,219.02
4 YD 4 X WEEK	1,446.69	164.26	1,610.95
4 YD 5 X WEEK	1,798.62	204.22	2,002.84
4 YD 6 X WEEK	2,150.58	244.18	2,394.76
4 YD CONTAMINATED Recycle and Organics			136.01
6 YD 1 X WEEK	583.97	66.30	650.27
6 YD 2 X WEEK	1,117.57	126.89	1,244.46
6 YD 3 X WEEK	1,651.19	187.48	1,838.67
6 YD 4 X WEEK	2,184.81	248.07	2,432.88
6 YD 5 X WEEK	2,718.44	308.66	3,027.10
6 YD 6 X WEEK	3,252.06	369.24	3,621.30
6 YD CONTAMINATED Recycle and Organics			203.21
SPECIAL COLLECTION Per yard	23.99	2.72	26.71
REGULAR COMPACTOR (PER YARD)	47.39	5.38	52.77
RECYCLE COMPACTOR (PER YARD)	28.01	3.18	31.19
SUPER COMPACTOR (PER YARD)	94.74	10.76	105.50
20 YARD DEBRIS BOX	521.51	59.21	580.72
35 YARD DEBRIS BOX	745.03	84.59	829.62
40 YARD DEBRIS BOX	869.25	98.70	967.95
ORGANICS			
20 YARD DEBRIS BOX	417.21	47.37	464.58
35 YARD DEBRIS BOX	596.02	67.67	663.69
40 YARD DEBRIS BOX	695.40	78.96	774.36
Debris Box Contaminated			
20 YARD DEBRIS BOX Contaminated			580.72
35 YARD DEBRIS BOX Contaminated			829.62
40 YARD DEBRIS BOX Contaminated			967.95
Debris Box Return Trip Fee			
PERM RENTAL	276.30	31.37	307.67
PERM DISPOSAL (PER YARD)	25.99	2.95	28.94
CARDBOARD COMPACTOR w/ garbage ser	FREE	FREE	FREE
20 YARD CARDBOARD w/ garbage service	FREE	FREE	FREE
40 YARD CARDBOARD w/ garbage service	FREE	FREE	FREE
20 YARD OTHER RECYCLABLES	266.57	30.27	296.84
40 YARD OTHER RECYCLABLES	444.33	50.45	494.78
20 YARD DEBRIS BOX HILLSIDE	650.24	73.83	724.07
40 YARD DEBRIS BOX HILLSIDE	997.49	113.26	1,110.75
<u>Compactor Front Loader Service</u>			
2 YARD COMPACTOR 1 X WEEK	410.68	46.63	457.31
2 YARD COMPACTOR 2 X WEEK	821.35	93.26	914.61
2 YARD COMPACTOR 3 X WEEK	1,232.03	139.89	1,371.92
3 YARD COMPACTOR 1 X WEEK	616.03	69.94	685.97
3 YARD COMPACTOR 2 X WEEK	1,232.03	139.89	1,371.92
<u>Super Compactor Front Loader Service</u>			
2 YARD COMPACTOR 1 X WEEK	821.17	93.24	914.41
2 YARD COMPACTOR 2 X WEEK	1,642.33	186.47	1,828.80
2 YARD COMPACTOR 3 X WEEK	2,463.50	279.71	2,743.21
3 YARD COMPACTOR 1 X WEEK	1,231.74	139.85	1,371.59
3 YARD COMPACTOR 2 X WEEK	2,463.50	279.71	2,743.21
<u>Special Street Sweeping</u>			
M-F 8:00AM-5:00PM (PER HOUR)	75.00	-	75.00
ALL OTHER HOURS (MINIMUM + HOURLY)	500.00	-	500.00

EXHIBIT A2
RATE ADJUSTMENT FORMULA

Exhibit A 2
Rate Adjustment Formula

No later than March 1 of each agreement year, COMPANY shall annually submit to City for approval its calculation of the percentage adjustment to be applied to customer rates during the following contract year. The adjustment shall be calculated using the following components and sub-components:

(1) Consumer Price Index (CPI) Component.

The CPI Component is equal to 83.5% and the Consumer Price Index or "CPI" means the Consumer Price Index (CPI) All Urban Consumers for the San Francisco - Oakland - San Jose Metropolitan Area, base period 1982-84=100. This index is used to adjust the portion of rates that the parties have agreed represents costs for labor, capitalized equipment, equipment parts, repair and maintenance, facilities, utilities, insurance, administration and other necessary and reasonable costs not specified below.

COMPANY shall calculate the percentage change between the CPI values published for October of the two immediately preceding years before the date of the rate application. The calculated annual percentage change is then multiplied by 83.5% and the resulting percentage shall equal the applicable CPI Component Adjustment.

(2) Fuel Component.

The Fuel Component is equal to 3.5% of each service rate. This component is used to adjust the portion of rates that the parties have agreed represents the cost of fuel used by COMPANY for its operations. It is adjusted by the percentage change in unit cost per therm for natural gas fuel charged to COMPANY by its natural gas fuel provider, currently Pacific Gas & Electric (PG&E) under Rate Schedule G-NGV1.

COMPANY shall calculate the average monthly cost per therm for each of the two most recent years ending October 31 and then calculate the percentage change between the average monthly cost per therm for those two years. The average monthly cost per therm for each year is calculated by summing the twelve month "Total G-NGV1 Charges" that appear on the PG&E billings and dividing that total by twelve (12). The calculated annual percentage change is multiplied by 3.5% and the resulting percentage shall equal the applicable Fuel Component Adjustment.

The term "Natural gas" may also include methane fuel from other sources, including but not limited to methane fuel produced from landfill, dairy or digester gas. Cost for fuel from such other source will be adjusted based on the change in the applicable average annual cost per therm in the most recent year ending October 31.

If more than one methane fuel source is used, COMPANY shall calculate a weighted unit cost based on the proportional cost and quantity of fuel used from each fuel source. That weighted unit cost would then be compared to the unit cost per therm from the preceding year to determine the annual percent change in unit cost per therm. The result would then be multiplied by 3.5%.

(3) Disposal Component.

Exhibit A 2
Rate Adjustment Formula

The Disposal Component is equal to 10.5% of each service rate and this component is used to adjust the portion of rates that the parties have agreed represents the cost of disposing solid waste at the designated disposal facility. It is annually adjusted by the percent of change in the unit cost of disposal, measured in dollars per ton disposed.

COMPANY shall calculate the percentage change in the unit cost of disposal between the two invoices for the month of October for the two most recent years ending October 31. The calculated annual percent change is then multiplied by 10.5% and the resulting percentage shall equal the applicable Disposal Component Adjustment.

(4) Recyclables Processing Component.

This Recyclables Processing Component is equal to 2.5% of each service rate and is used to adjust the portion of rates that the parties have agreed represents the cost of processing recyclable materials delivered to a recycling processing facility. It is annually adjusted by the percent of change in the unit cost, of processing, including amounts for any revenue received from contractor from the processor for recyclable material delivered by contractor for processing, measured in dollars per ton processed.

COMPANY shall compare the unit cost of (or revenue from) processing for the most recent year ending October 31 to the corresponding unit cost from the preceding year. For the initial year of the term only, the preceding year cost is agreed to be \$35 per ton processed. The calculated annual percentage change is then multiplied by 2.5% and the resulting percentage shall equal the Recyclables Processing Component Adjustment.

If in the preceding year, net transactions between the processor and COMPANY resulted in processor paying COMPANY for recycled materials, COMPANY shall divide the net revenues by the tons delivered to calculate revenue per ton. Revenue per ton will be compared to the unit cost of processing (or preceding year unit revenue, if applicable) for the preceding year to calculate the change in unit value. For example, \$5 per ton revenue would equal a net change of \$40 $(-\$5 - \$35)$ per ton if the preceding year processing cost was \$35 per ton. This example would produce a cost component decrease calculated as $(-\$5 - \$35) / \$35$, or -114.28%. That cost component decrease would then be applied to 2.5% of COMPANY's current rates.

(5) Exceptional Costs Component.

In addition to the adjustments based on the components set forth above in Sections (1) through (4), the rates will be adjusted in an amount sufficient for Contractor to recover the EXCEPTIONAL COSTS described in Section 8(C) that were incurred during the previous year and the amount of the solid waste implementation fee that Contractor shall be required to pay during the upcoming rate year. Examples of Exceptional Cost changes include, but are not limited to:

- Cost of Performance Audit
- Cost of compost provided by COMPANY pursuant to Section 5(J)
- Cost of City-requested homeless encampment and other cleanup events
- Cost of City-requested disposal vouchers

Exhibit A 2
Rate Adjustment Formula

The net total of Exceptional Cost will be divided by COMPANY'S Annualized Billed Revenue and the resulting percentage shall equal the applicable Exceptional Costs Component Adjustment. Annualized Billed Revenue is defined as two times COMPANY's billed revenues for the six months ending the preceding December 31 of each year, minus the amount included as Exceptional Costs expended by COMPANY in the prior year's rate adjustment application.

(6) Calculation of Adjustment to Maximum Service Rates

Contractor shall calculate the sum of the CPI Component Adjustment, Fuel Component Adjustment, Disposal Component Adjustment, Recyclables Processing Component Adjustment, and Exceptional Costs Component Adjustment calculated in Sections (1) through (5). The resulting percentage shall be equal to the percentage rate increase that will be applied to each of the maximum service rates that shall become effective July 1 of each agreement year (the "Total Rate Adjustment Percentage"). An example of the calculation of the Total Rate Adjustment Percentage appears on the following pages.

Finally, COMPANY adjusts its current service rates by the Total Rate Adjustment Percentage to calculate its proposed maximum service rates for the following year.

RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
RATE ADJUSTMENT EXAMPLE
EFFECTIVE JULY 1, XXXX

Rate change calculation formula
$$\frac{X (1) - X (2)}{X (2)}$$

1) CPI Index Component

X (1) = October, 2021 = 313.265
X (2) = October, 2020 = 301.736

CPI =
$$\frac{313.265 - 301.736}{301.74}$$

CPI = 3.82%
Percentage Applicable 83.5%
83.5% of CPI = 3.19%

2) Fuel (PG&E Schedule G-NGV1)

X (1) = 12-mo Average ended Oct-21 = 0.860
X (2) = 12-mo Average ended Oct-20 = 0.740

Fuel =
$$\frac{0.86 - 0.74}{0.74}$$

Fuel = 16.22%
Percentage Applicable 3.5%
3.5% of Fuel = 0.57%

3) Disposal Component

X (1) = MSW Disposal Rate January 2021 25.59
X (2) = MSW Disposal Rate January 2020 25.34

Disposal Change =
$$\frac{25.59 - 25.34}{25.34}$$

Disposal Change = 0.99%
Percentage Applicable 10.5%
10.5% of Disposal = 0.10%

4) Recyclables Processing Component

X (1) = Recyclables unit cost per ton 2021 35.00
X (2) = Recyclables unit cost per ton 2020 30.00

Recyclables unit cost per ton Change =
$$\frac{35 - 30}{30.00}$$

Recyclables unit cost per ton Change = 16.67%
Percentage Applicable 2.5%
2.5% of Recyclables Processing = 0.42%

5) Exceptional Costs

Annualized Billed Revenue	12,000,000
Remove Prior Year Exceptional Costs	(48,000)
Performance Audit	0
City requested homeless encampment and other clean-up events	5,000
City requested disposals vouchers	2,500
Annual Mandatory Implementation Funds	30,000
Other City requested item a	5,000
Other City requested item b	1,000
Other City requested item c	250
Current Year Exceptional Costs	43,750

TOTAL EXCEPTIONAL COSTS (4,250)

Exceptional Costs Adjustment = -0.04%

Total rate adjustment (1+2+3+4+5)

4.24%



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Databases, Tables & Calculators by Subject

Change Output Options:

From: 2011 ▼

To: 2021 ▼


☐ include graphs ☒ include annual averages

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Data extracted on: February 16, 2022 (6:11:07 PM)

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS49BSA0

Not Seasonally Adjusted

Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

Area: San Francisco-Oakland-Hayward, CA

Item: All items

Base Period: 1982-84=100

Download:  [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011		229.981		234.121		233.646		234.608		235.331		234.327	233.390	232.082	234.698
2012		236.880		238.985		239.806		241.170		242.834		239.533	239.650	238.099	241.201
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023	243.894	246.152
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626		274.589		275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018		281.308		283.422		286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019		291.227		294.801		295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020		299.690		298.074		300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021		304.387		309.419		309.497		311.167		313.265		315.805	309.721	306.724	312.718

Pacific Gas and Electric Company

Schedule G-NGV1
Natural Gas Service for Compression^{1/}
on Customers' Premises
January 1, 2019, to December 31, 2020
(\$/therm^{2/})

Effective Date	Advice Number	Customer Charge	Procurement Charge	Transportation Charge	Total G-NGV1 Charge ^{4/}	Cap-and-Trade Cost Exemption Credit ^{5/}	PPP Surcharge ^{4/}
		(\$/day)					
01/01/19	4052-G	\$0.44121	\$0.38544	\$0.39675	\$0.78219	\$0.04781	\$0.02811
02/01/19	4063-G	\$0.44121	\$0.41033	\$0.39675	\$0.80708	\$0.04781	\$0.02811
03/01/19	4070-G	\$0.44121	\$0.33998	\$0.39675	\$0.73673	\$0.04781	\$0.02811
04/01/19	4079-G	\$0.44121	\$0.26565	\$0.40300	\$0.66865	\$0.04781	\$0.02811
05/01/19	4092-G	\$0.44121	\$0.17121	\$0.40300	\$0.57421	\$0.04781	\$0.02811
06/01/19	4102-G	\$0.44121	\$0.15989	\$0.40300	\$0.56289	\$0.04781	\$0.02811
07/01/19	4113-G	\$0.44121	\$0.23873	\$0.40300	\$0.64173	\$0.04781	\$0.02811
08/01/19	4122-G	\$0.44121	\$0.25501	\$0.35867	\$0.61368	\$0.04781	\$0.02811
09/01/19	4135-G	\$0.44121	\$0.21066	\$0.35867	\$0.56933	\$0.04781	\$0.02811
10/01/19	4148-G	\$0.44121	\$0.21928	\$0.37707	\$0.59635	\$0.04781	\$0.02811
11/01/19	4172-G	\$0.44121	\$0.27540	\$0.37707	\$0.65247	\$0.04781	\$0.02811
12/01/19	4183-G	\$0.44121	\$0.34410	\$0.37707	\$0.72117	\$0.04781	\$0.02811
01/01/20	4199-G	\$0.44121	\$0.39729	\$0.39035	\$0.78764	\$0.04893	\$0.02857
02/01/20	4209-G	\$0.44121	\$0.38623	\$0.39035	\$0.77658	\$0.04893	\$0.02857
03/01/20	4222-G	\$0.44121	\$0.27579	\$0.51148	\$0.78727	\$0.05161	\$0.02857
04/01/20	4230-G	\$0.44121	\$0.17368	\$0.51148	\$0.68516	\$0.05161	\$0.02857
05/01/20	4240-G	\$0.44121	\$0.16308	\$0.51148	\$0.67456	\$0.05161	\$0.02857
06/01/20	4251-G	\$0.44121	\$0.18301	\$0.51148	\$0.69449	\$0.05161	\$0.02857
07/01/20	4265-G	\$0.44121	\$0.17652	\$0.51148	\$0.68800	\$0.05161	\$0.02857
08/01/20	4277-G	\$0.44121	\$0.22119	\$0.51148	\$0.73267	\$0.05161	\$0.02857
09/01/20	4300-G	\$0.44121	\$0.35702	\$0.51148	\$0.86850	\$0.05161	\$0.02857
10/01/20	4313-G	\$0.44121	\$0.31912	\$0.51483	\$0.83395	\$0.05161	\$0.02857
11/01/20	4327-G	\$0.44121	\$0.39607	\$0.51483	\$0.91090	\$0.05161	\$0.02857
12/01/20	4337-G	\$0.44121	\$0.42093 ^{3/}	\$0.51483	\$0.93576	\$0.05161	\$0.02857
01/01/21	4347-G	\$0.44121	\$0.42688	\$0.52017	\$0.94705	\$0.07366	\$0.04308
02/01/21	4372-G	\$0.44121	\$0.42371	\$0.52017	\$0.94388	\$0.07366	\$0.04308
03/01/21	4390-G	\$0.44121	\$0.35715	\$0.55521	\$0.91236	\$0.07366	\$0.04308
04/01/21	4408-G	\$0.44121	\$0.15796	\$0.55521	\$0.71317	\$0.07366	\$0.04308
05/01/21	4426-G	\$0.44121	\$0.14327	\$0.55521	\$0.69848	\$0.07366	\$0.04308
06/01/21	4439-G	\$0.44121	\$0.15061	\$0.55433	\$0.70494	\$0.07366	\$0.04308
07/01/21	4455-G	\$0.44121	\$0.12506	\$0.55433	\$0.67939	\$0.07366	\$0.04308
08/01/21	4470-G	\$0.44121	\$0.15999	\$0.55433	\$0.71432	\$0.07366	\$0.04308
09/01/21	4480-G	\$0.44121	\$0.37864	\$0.55433	\$0.93297	\$0.07366	\$0.04308
10/01/21	4497-G	\$0.44121	\$0.61632	\$0.55433	\$1.17065	\$0.07366	\$0.04308
11/01/21	4515-G	\$0.44121	\$0.74245	\$0.55433	\$1.29678	\$0.07366	\$0.04308
12/01/21	4532-G	\$0.44121	\$0.75586	\$0.55433	\$1.31019	\$0.07366	\$0.04308
01/01/22	4542-G	\$0.44121	\$0.69158	\$0.64160	\$1.33318	\$0.10234	\$0.04380
02/01/22	4559-G	\$0.44121	\$0.66224	\$0.64160	\$1.30384	\$0.10234	\$0.04380
03/01/22	4578-G	\$0.44121	\$0.54679	\$0.64160	\$1.18839	\$0.10234	\$0.04380
04/01/22	4589-G	\$0.44121	\$0.45563	\$0.63517	\$1.09080	\$0.10235	\$0.04380
05/01/22	4602-G	\$0.44121	\$0.56892	\$0.63517	\$1.20409	\$0.10235	\$0.04380
06/01/22	4614-G	\$0.44121	\$0.62615	\$0.63517	\$1.26132	\$0.10235	\$0.04380
07/01/22	4622-G	\$0.44121	\$0.66807 ^{3/}	\$0.63517	\$1.30324	\$0.10235	\$0.04380

^{1/} Rate Schedule G-NGV1 was converted to Standard Status, rather than Experimental, effective August 30, 2008, due to

^{2/} Unless otherwise noted.

^{3/} This procurement rate includes a charge of \$0.01115 per therm to reflect account balance amortizations in accordance

^{4/} Schedule G-PPPS (Public Purpose Program surcharge) needs to be added to the Total G-NGV1 Charge for bill calculation. See Schedule G-PPPS for details and exempt customers.

^{5/} The Cap-and-Trade Cost Exemption Credit is applicable to Covered Entities (i.e., customers that currently have a direct allowance to the Air Resources Board for their Greenhouse Gas (GHG) emissions) who will see a line item credit per therm times their monthly billed volumes. See tariff for further explanation.



Waste Solutions Group of San Benito, LLC
Remit To: John Smith Landfill
PO Box 1480
Hollister, CA 95024
(831) 637-4515

John Smith Landfill INVOICE

Page 1 of 3

DATE	CUST ID
01/01/2020	411
INVOICE NUMBER	
13920	
AMOUNT DUE	
\$140,516.66	

San Martin Transfer Station
1351 Pacheco Pass Hwy
Gilroy, CA 95020
PO# 848547

PAYMENT IS DUE UPON RECEIPT OF INVOICE. LATE
PAYMENT MAY RESULT IN AN INTERJECTION OF
SERVICE. ANY PAYMENT NOT RECEIVED WITHIN 30
DAYS OF THE INVOICE DATE WILL BE CONSIDERED PAST
DUE. PAST DUE INVOICES SHALL BE SUBJECT TO A
LATE CHARGE FOR EACH MONTH OR PART THEREOF
THAT THE INVOICE IS PAST DUE.

RETURN TOP PORTION WITH REMITTANCE

MAKE CHECKS PAYABLE TO JOHN SMITH LANDFILL

DATE	TICKET	TRUCK ID	REFERENCE	TON/YARD	DESCRIPTION	CHARGE
01/06/20	9642	INV # 13752	CHECK #: 11924556		1 Payment	-67,309.07
01/21/20	9725	INV # 13819	CHECK #: 11926915		1 Payment	-67,309.07
BALANCE FORWARD						\$68,574.74
01/16/20	726249	16145		19.84	REFUSE	477.41
01/16/20	726250	16174		20.69	REFUSE	524.28
01/16/20	726255	16175		18.66	REFUSE	498.19
01/16/20	726262	16394		20.55	REFUSE	520.74
01/16/20	726307	16174		18.25	REFUSE	462.46
01/16/20	726318	16175		18.64	REFUSE	472.34
01/16/20	726338	16394		21.55	REFUSE	546.06
01/17/20	726343	16174		20.63	REFUSE	527.63
01/17/20	726384	16145		19.90	REFUSE	478.93
01/17/20	726387	16175		20.04	REFUSE	507.81
01/17/20	726389	16394		22.72	REFUSE	575.72
01/17/20	726392	16363		20.59	REFUSE	524.28
01/17/20	726409	16174		21.14	REFUSE	535.69
01/17/20	726414	16145		18.95	REFUSE	480.19
01/17/20	726420	16175		20.12	REFUSE	509.84
01/17/20	726434	16394		23.01	REFUSE	583.07
01/17/20	726460	16363		20.96	REFUSE	531.63
01/18/20	726529	16394		23.12	REFUSE	585.86
01/18/20	726530	16174		21.25	REFUSE	538.48
01/18/20	726531	16175		20.90	REFUSE	506.80
01/18/20	726535	16145		18.95	REFUSE	480.19
01/18/20	726572	16394		21.03	REFUSE	532.90
01/18/20	726579	16174		21.02	REFUSE	532.65
01/18/20	726592	16175		20.43	REFUSE	517.70
01/18/20	726600	16145		18.63	REFUSE	472.08
01/20/20	726942	16174		20.67	REFUSE	523.76
01/20/20	726943	16145		16.89	REFUSE	427.99
01/20/20	726946	16175		17.31	REFUSE	438.64
01/20/20	726950	16394		22.90	REFUSE	577.75
01/20/20	726984	16175		19.76	REFUSE	500.72
01/20/20	726996	16174		20.97	REFUSE	531.38
01/20/20	727013	16394		22.98	REFUSE	582.31
01/20/20	727104	16175		20.42	REFUSE	517.44
01/20/20	727120	16394		22.82	REFUSE	578.26

Charge	Tons	Rate
477.41	18.84	25.34
520.74	20.55	25.34



Waste Solutions Group of San Benito, LLC
 Remit To: John Smith Landfill
 PO Box 1480
 Hollister, CA 95024
 (831) 637-4515

John Smith Landfill INVOICE

Page 1 of 3

DATE	CUSTID
01/11/2021	411
INVOICE NUMBER	
15075	

AMOUNT DUE
\$180,039.51

B I L L T O	San Martin Transfer Station
	1351 Pacheco Pass Hwy
	Holmby, CA 95100

PAYMENT IS DUE UPON RECEIPT OF INVOICE. LATE
 PAYMENT MAY RESULT IN AN INCREASE IN CHARGE
 SERVICE AND PAYMENT NOT RECEIVED WITHIN 30
 DAYS OF THE INVOICE DATE WILL BE CONSIDERED PAST
 DUE. PAST DUE INVOICES SHALL BE SUBJECT TO A
 LATE CHARGE FOR EACH MONTH OR PART THEREOF
 THAT THE INVOICE IS PAST DUE.

RETURN TOP PORTION WITH REMITTANCE

MAKE CHECKS PAYABLE TO JOHN SMITH LANDFILL

DATE	TICKET	TRUCK ID	REFERENCE	TON/YARD	DESCRIPTION	CHARGE
12/08/20	11164	INV # 14855	CHECK # 11954993		1 Payment	-62,310.40
12/30/20	11274	INV # 14938	CHECK # 11955502		1 Payment	-65,918.39
					BALANCE FORWARD	\$132,350.99

01/02/21	810410	16438		21.15	REFUSE	541.23
01/02/21	810412	16174		20.87	REFUSE	534.06
01/02/21	810413	16303		20.42	REFUSE	522.55
01/02/21	810437	16438		20.66	REFUSE	528.69
01/02/21	810447	16174		21.40	REFUSE	547.63
01/02/21	810478	16363		20.83	REFUSE	533.04
01/02/21	810498	16438		20.90	REFUSE	534.83
01/02/21	810504	16174		21.34	REFUSE	540.09
01/02/21	810601	16363		20.81	REFUSE	532.53
01/04/21	810804	16438		20.97	REFUSE	536.62
01/04/21	810807	16174		20.86	REFUSE	533.81
01/04/21	810808	16394		22.91	REFUSE	580.27
01/04/21	810856	16438		20.74	REFUSE	530.74
01/04/21	810878	16174		21.69	REFUSE	530.60
01/04/21	810888	16394		23.31	REFUSE	596.50
01/04/21	810983	16438		20.60	REFUSE	527.15
01/04/21	810988	16174		20.90	REFUSE	534.83
01/04/21	811012	16394		23.68	REFUSE	603.41
01/05/21	811044	16438		20.71	REFUSE	529.97
01/05/21	811045	16174		21.38	REFUSE	547.11
01/05/21	811048	16394		23.16	REFUSE	582.66
01/05/21	811087	16438		20.70	REFUSE	529.71
01/05/21	811094	16174		21.16	REFUSE	541.48
01/05/21	811098	16394		23.19	REFUSE	593.43
01/05/21	811145	16158		20.79	REFUSE	532.02
01/05/21	811164	16438		20.88	REFUSE	534.32
01/05/21	811171	16174		20.74	REFUSE	530.74
01/05/21	811187	16394		22.66	REFUSE	587.55
01/05/21	811218	16158		20.66	REFUSE	526.13
01/05/21	811245	16438		21.23	REFUSE	543.28
01/05/21	811249	16174		20.67	REFUSE	528.62
01/06/21	811260	16394		23.67	REFUSE	603.18
01/06/21	811300	16438		20.66	REFUSE	528.69
01/06/21	811305	16174		21.13	REFUSE	540.72

Charge	Tons	Rate
541.23	21.15	25.59
522.55	20.42	25.59

RECOLOGY SOUTH VALLEY
CITY OF MORGAN HILL
Recyclables unit cost per ton - EXAMPLE

	Month	Tons	Cost/(Revenue)	
2021	January	1795	\$53,850.00	
	February	1569	\$47,070.00	
	March	1668	\$50,040.00	
	April	1664	\$49,920.00	
	May	1927	\$57,810.00	
	June	1865	\$55,950.00	
	July	1762	\$52,860.00	
	August	1641	\$49,230.00	
	September	1674	\$50,220.00	
	October	1440	\$43,200.00	
	November	1547	\$46,410.00	Cost/(Revenue)
	December	1753	\$52,590.00	per ton 2021
		<u>20,305</u>	<u>\$609,150.00</u>	<u>\$30.00</u>

	Month	Tons	Cost/(Revenue)	
2020	January	1785	\$62,475.00	
	February	1554	\$54,390.00	
	March	1680	\$58,800.00	
	April	1677	\$58,695.00	
	May	1952	\$68,320.00	
	June	1839	\$64,365.00	
	July	1748	\$61,180.00	
	August	1628	\$56,980.00	
	September	1693	\$59,255.00	
	October	1473	\$51,555.00	
	November	1521	\$53,235.00	Cost/(Revenue)
	December	1734	\$60,690.00	per ton 2020
		<u>20,284</u>	<u>\$709,940.00</u>	<u>\$35.00</u>

EXHIBIT B INSURANCE REQUIREMENTS

COMPANY shall, for the duration of the franchise agreement, procure, maintain, and provide proof of the insurance coverage required herein in the form of certificates and endorsements acceptable to City. The required insurance must cover the activities of COMPANY including its subcontractors, employees, and agents, relating to or arising from the performance of the work and activities under this agreement. **The coverages may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or “umbrella” policies, provided each such policy complies with the requirements set forth herein. All required insurance must be issued by a company licensed and admitted, or otherwise legally authorized to carry out insurance business in the State of California, and each such insurer must have an A.M. Best’s financial strength rating of “A-” or better and a financial size rating of “VIII” or better. If COMPANY fails to provide any of the required coverage in full compliance with the requirements of the Agreement Documents, City may, at its sole discretion, purchase such coverage at COMPANY’s expense and deduct the cost from payments due to COMPANY, or terminate the agreement for default. COMPANY further understands that City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days’ notice provided to COMPANY, at any time as deemed necessary to protect the interests of City. The procurement of the required insurance will not be construed to limit COMPANY’s liability under this agreement or to fulfill COMPANY’s indemnification obligations under this agreement.**

- (A) **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. If the City’s Risk Manager determines that the deductibles and/or self-insured retentions are unacceptably high, at City’s option, COMPANY must either reduce or eliminate the deductibles and/or self-insured retentions as they apply to City and all required Additional Insured; or must provide a financial guarantee, to City’s satisfaction, guaranteeing payment of losses and related investigation, claim administration, and legal expenses.

(B)

(B) **Policies and Limits.** The following insurance policies and limits are required for this Agreement:

- (1) **Commercial General Liability Insurance (“CGL”).** COMPANY shall maintain CGL and must include coverage for liability arising from COMPANY’s or its Subcontractors’ acts or omissions in the performance of its work and activities against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) five million dollars (\$5,000,000.00) combined single limit for any one accident or

occurrence and a general aggregate limit of ten million dollars (\$10,000,000.00) under COMPANY's combined insurance policies (including any excess or "umbrella" policies).

(2) **Workers' Compensation Insurance and Employer's Liability:**

COMPANY shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act and provide protection in the minimum amount of: (i) Two Million Dollars (\$2,000,000.00) for any one accident or occurrence. If COMPANY is self-insured, COMPANY must provide its Certificate of Permission to Self-Insure, duly authorized by the Department of Industrial Relations.

(3) **Automobile Liability:** COMPANY shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if COMPANY does not own automobiles, then COMPANY shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) Five Million Dollars (\$5,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to COMPANY under COMPANY's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(4) **Pollution (Environmental) Liability:** Because the performance of COMPANY's work or service under this Agreement involves hazardous materials, COMPANY shall procure and maintain Pollution Liability covering COMPANY's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of Two Million Dollars (\$2,000,000.00) for any one accident or occurrence.

(C) **Required Endorsements.** COMPANY must provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

(1) For all Policies:

- a. "Waiver of Subrogation" endorsements providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) General Liability, Automobile, and Pollution Liability:

- a. "Additionally Insured" endorsements naming the City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations;
- b. "Primary and Non-Contributing" endorsements stating that the policy is primary non-contributing and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01;

(3) General Liability:

- a. "Separation of Insureds" endorsements stating that the inclusion of more than one insured will not operate to impair the rights of one insured against another, and the coverages afforded will apply as though separate policies have been issued to each insured.

(D) **Subcontractors.** COMPANY will request all subcontractors performing work in connection with this Agreement to maintain the following minimum insurance: Workers' Compensation in accordance with applicable law or regulation, Employer's Liability with limits of \$500,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate, and Automobile Liability insurance with limits of \$1,000,000. The insurance requirements for subcontractors do not replace or limit the COMPANY's insurance obligations.

(E) **Certificates.** COMPANY must furnish City with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, COMPANY shall furnish CITY of Morgan Hill with redacted copies of policies applicable to claim or legal action. No policy subject to COMPANY's Agreement with City shall be reduced, canceled, allowed to expire, or its liability limits and coverages altered except after endeavoring to provide thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten (10) days written notice must be made to City. A "material change" is a change that results in non-compliance with any insurance requirements in this section 8. Certificates, including renewal certificates, may be

mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address as follows:

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

EXHIBIT C

SB 1383 RELATED MATTERS

Defined Terms. This Exhibit uses certain terms defined in Section 18982 of the Final SB 1383 Regulations issued in November 2020 (the “Final Regulations”). For ease of reference, when such terms are used herein, they are generally capitalized. Unless otherwise defined in this Agreement or unless the context otherwise requires, as used in this Exhibit, terms defined in said Section 18982 shall carry the meanings set forth therein.

Compliance Method. The following SB 1383 requirements assume the use of a “standard” compliance approach in accordance with the Final Regulations. For information purposes only, and without intending to modify City or Contractor’s obligations under this Agreement or applicable law, it is understood between the parties that a “standard” compliance approach means an approach to compliance other than a Performance-Based Approach pursuant to Section 18998.1 of the Final Regulations, so that the city shall not be entitled to compliance exemptions under Section 18998.2 of the Final Regulations.

City and Contractor agree to meet and confer as needed to discuss changes to Contractor’s operations related to Exhibit C as necessary or appropriate to meet CalRecycle’s expectations for compliance with SB 1383. If the changes to the Contractor’s operations entail additional costs or require additional services to be provided, Contractor and City shall mutually agree on the compensation to be provided to Contractor in advance of Contractor’s implementation of such change.

During the Term of this Agreement, City may elect to pursue a “performance-based Source Separated collection service” approach in accordance with Section 18998.1 as set forth in the Final Regulations. In general terms, based on the Final Regulations, the performance-based compliance approach would require provision of at least three Containers for Source Separated Collection of Discarded Materials to ninety percent (90%) of Residential Customers and to ninety percent (90%) of Commercial Customers, while reducing some requirements for the City and the Contractor, as described in Section 18998.2. The performance-based compliance approach places significant added responsibility on Processors; Contractor would coordinate with the Approved Facility(ies) as necessary to ensure Organic Materials and Recyclable Materials are provided in a form that allows for Processing in accordance with the Final Regulations. Contractor would also coordinate with the Approved Facility(ies) as necessary to ensure Solid Waste characterization studies can be conducted in accordance with the Final Regulations. Should the City elect to pursue such a performance-based compliance approach, the City Contract Manager and Contractor shall meet and confer at least one (1) year prior to the implementation of the performance-based approach. Notwithstanding the foregoing or any other provision, Contractor shall not be required to implement the performance-based approach or any related services unless and until the parties mutually agree in writing as to the specific obligations Contractor is to perform and the compensation to Contractor for the same.

Key SB 1383 Staff. Contractor shall hire three (3) half time fully qualified individuals for the new Contractor staff positions of SB 1383 Compliance Specialist, Outreach and Education Specialist, and Hauler Route Reviewer(s). The SB 1383 Compliance Specialist and Outreach and Education Specialist shall have primary responsibility for planning and executing all compliance, outreach, issuance of communication and follow-up levels, and technical assistance activities necessary to ensure successful implementation of all SB 1383-related requirements of Contractor set forth in this Agreement, including managing the work of any technical assistance Subcontractors hired by Recology at Recology’s sole discretion, as applicable, and ongoing close coordination with the City Contract Manager and their designees.

Section 1. SB 1383 Inspections and Follow-Up

General. Contractor shall perform Customer Compliance Reviews and Complaint Investigations as described in this Section commencing as soon as practicable after the Effective Date of the contract and no later than June 30, 2023, and at least annually thereafter, unless otherwise noted.

1.1 Commercial Generator Desktop Compliance Reviews

Contractor shall complete a compliance review of all Multi-Family and Commercial Customers that subscribe for two (2) cubic yards or more per week of Solid Waste, including Organic Materials, to determine whether they:

- (i) are subscribed for Organic Materials collection service and/or Recyclable Material collection service, as applicable,
- (ii) have an applicable waiver,
- (iii) have notified Contractor in writing that they are in compliance with the Self-Hauling requirements set forth in Section 18988.3 of the Final Regulations and the Morgan Hill City Code, including whether such Commercial Customer is complying through Back-Hauling Organic Materials, or
- (iv) have indicated on their waiver application or in a separate writing to Contractor that a hired landscaper hauls their organic waste and that organic waste generation post-hauling is below the organics recycling subscription threshold (in which case they need to apply for a De Minimis Waiver, see Section 6.1).

Commercial Generator Desktop Compliance Reviews shall consist of a “desk” review of records to determine Customers’ compliance with the above requirements and does not require on-site observation of service.

1.2 Annual Hauler Route Reviews

Beginning as soon as practicable after the Effective Date of the contract and no later than June 30, 2023, and annually thereafter, the Contractor shall initiate annual Hauler Route Reviews of Commercial, Multi-Family, and Single-Family customers in accordance with the terms set forth in Section 2 of this Exhibit C.

1.3 Food Recovery Compliance Reviews

The City anticipates fulfilling the City's obligations to address edible food recovery through its participation in regional programs coordinated by other entities. Contractor acknowledges that the collection of and regulatory activities addressing recoverable edible food that are contemplated by the SB 1383 regulations are outside of the exclusive rights City grants to Contractor in this Agreement. Should these other programs fail to adequately address the City's obligations for edible food recovery, City and Contractor may discuss expanding Contractor's activities in order to fulfill City's regulatory obligations. Should the City and Contractor mutually elect to utilize Contractor's services to support the Food Recovery Program, Contractor may recover its reasonable and necessary costs for performing these services as EXCEPTIONAL COSTS in its rate application for the year following provision of the services.

1.4 Complaint Investigations for SB 1383-Noncompliance

- A. Reporting to City.** Prior to commencement of investigation of complaints received in which a Person alleges that an entity is in violation of SB 1383 requirements, Contractor shall provide a brief complaint report to the City Contract Manager for each SB 1383-noncompliance complaint within five (5) Working Days of receipt of such complaint.
- B. Investigation.** Contractor shall assist City in meeting its obligation to investigate written and oral complaints by commencing an investigation within ten (10) business days of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383; and (ii) upon City Contract Manager request to investigate a complaint received by City. Contractor is required to investigate complaints against Customers only, and not against Edible Food recovery organizations, Edible Food recovery services, and other entities regulated by SB 1383, and is only required to investigate complaints related to services provided by Contractor.

Contractor shall investigate the complaint by:

- i) Reviewing the Service Level of the Customer; Reviewing the waiver list, if applicable, to determine if the entity has a valid, City-approved de minimis, space constraint, or Collection frequency waiver;
- ii) Reviewing the Self-Haul customer list, if applicable, to determine if the customer is on the list;
- iii) Contacting the entity to gather more information and inspecting Premises of the entity identified by the complainant, if warranted;
- iv) If non-compliance is confirmed during the process of investigation, then the Contractor shall proceed through the levels of communication and follow-up detailed below in Section 1.5 (A) or (B) as applicable.

C. Documentation of Complaints. The Contractor shall enter all complaints received or investigated by Contractor as required in the Contractor Implementation Record including an electronic investigation complaint log that documents the Customer account in question, the nature of the complaint, the investigation performed, dates of outreach conducted and/or communication and follow-up levels issued per Section 1.5 (A) or (B), as applicable, whether or not the customer investigated was found to be in violation of SB 1383, and the final resolution. This information shall be available to the City Contract Manager as described in Section 8, *Reporting*, below.

1.5 Communication and Follow-Up for Desktop Compliance Reviews and Complaint Investigations

A. Non-Compliant Entities through December 31, 2023. When compliance reviews or complaint investigations are performed by Contractor, Contractor shall provide City-approved educational materials where Contractor has determined a Customer is either not properly subscribed for service based on the results of a Commercial Generator Desktop Compliance Review, where Contractor has identified Prohibited Container Contaminants during the performance of a Hauler Route Review (as described in Section 2), or if a Complaint Investigation confirms a violation. Contractor shall provide these educational materials to the non-compliant Customers within two (2) Working Days of determination of any non-compliance discovered as a result of a Commercial Generator Desktop Compliance Review or Complaint Investigation or immediately upon identification of Prohibited Container Contaminants during a Hauler Route Review.

B. Communication and Follow-Up for Commercial Generator Desktop Compliance Reviews and Complaint Investigations Beginning January 1, 2024.

If a Commercial Generator Desktop Compliance Review leads to the determination that a customer is not properly subscribed for service, or if a Complaint Investigation confirms a violation then Contractor shall proceed through the levels of communication and follow-up including:

- i) issuance of a Notice of Referral to the City requiring compliance within 40 days of the issuance of that notice, to be issued within two (2) Working Days of determination of non-compliance, accompanied by outreach and educational materials;
- ii) issuance of a 25-day warning letter that reiterates the non-compliance issue, action items, and deadline for compliance;
- iii) issuance of a 10-day warning letter that reiterates the non-compliance issue, action items, and deadline for compliance; and
- iv) referral to City if non-compliance issue remains unresolved after 45 days of determination of non-compliance.

For the purpose of this document, the Notice of Referral to City is defined as a notice that a violation has occurred that includes a compliance date for the non-compliant customer to avoid an action by City to seek penalties.

When a violation is referred to the City, the Contractor shall provide the following information at the time of referral: Customer's account information, the nature of the violation, then-current Service Level, Contractor's efforts to resolve the violation to-date, and any other documentation that may be useful to the City as they escalate communication and follow-up to enforcement that may include penalties and fines.

C. Documentation of Communication and Follow-Up. City Contract Manager shall be immediately notified of contamination or compliance issues when it will result in a Referral to the City by the Contractor. This will provide an opportunity for the City to witness contamination and take photo documentation.

Contractor shall keep up-to-date records and documents required in the Contractor Implementation Record including Customers and Generators with SB 1383 violations, the type of educational materials provided, levels of communication and follow-up issued, and the resolution, along with dates the outreach and/or levels of communication and follow-up were issued. This information shall be available to the City Contract Manager per the requirements of Section 8, *Reporting*, below.

Section 2. Hauler Route Review Methodology / SB 1383 Contamination Minimization Program

Contractor shall assist in minimizing Contamination by helping to educate Customers on acceptable and non-acceptable materials, by monitoring the contents of Collection Containers, and by refusing to Collect Containers with visible Prohibited Container Contaminants.

Commencing with the Effective Date of the contract, Contractor shall hire staff or a consultant to complete the Hauler Route Reviews in accordance with the procedures described in this Section (Section 2). The Hauler Route Reviews shall be completed no later than December 31 of each year of the Agreement. The Contractor shall conduct Hauler Route Reviews for Prohibited Container Contaminants in Containers in a manner that is deemed safe by the Contractor and is conducted in a manner that results in all Hauler Routes being reviewed annually. Annual Hauler Route Reviews shall be conducted in accordance with the Annual Hauler Route Review Methodology set forth in this section. The following reflects the original methodology as established at the effective date of this agreement. Contractor and City shall annually review and amend the methodology as needed to ensure SB 1383 compliance, and any change in methodology agreed to shall be documented in writing and shall be deemed to be incorporated herein by this reference.

2.1 Annual Hauler Route Review Methodology

At least once annually, Contractor shall conduct a Route Review for each Hauler Route. A Hauler Route is the designated weekly itinerary or sequence of stops scheduled to be performed by one collection vehicle providing regularly scheduled Solid Waste, Recyclable Material or Organic Material collection services (not on-call or Bulky Item Collection Program services) within the service area.

For each Route Review, the Contractor shall visually inspect the contents of the number of Containers set forth below. Each inspection shall involve observing the contents of the Container (whether by lifting the lid, using a camera, or other method deemed appropriate by Contractor), but shall not require Contractor to disturb the contents or open any bags. The Containers shall be randomly selected by a method approved by the City Contract Manager. For the avoidance of doubt, Contractor shall not be required to annually inspect every Container on a Hauler Route.

If Contractor finds Prohibited Container Contaminants in a Container during a Route Review, Contractor shall notify the customer of the violation in writing by following the communication and follow-up levels described below in Section 2.3. Contractor may dispose of the contents of any Container found to contain Prohibited Container Contaminants.

2.2 Number of Inspections

Containers on Hauler Routes shall be inspected consistent with the Table shown below. Contractor may if it wishes, but shall not be required to, inspect more than the number of Containers identified in the table. Contractor's practice shall be to only inspect one Container per customer service location per Route Review (e.g., 40 Containers = 40 locations). Contractor may inspect more Containers per location if Contractor wishes, but those additional Containers shall not count towards the number in the table.

<u>Route Size (# accounts serviced per week)</u>	<u>Number of Containers to be Inspected per Hauler Route in City's Collection service area</u>
Less than 1,500	25
1,500-4,000	30
4,001-7,000	35
7,001 or more	40

City reserves the right to require additional inspections if the City determines that the amount of inspections conducted by the Contractor is insufficient. City may require the Contractor to prioritize inspections of entities that the City determines are more likely to be out of compliance. Contractor shall be entitled to recover its reasonable and necessary costs for performing any additional inspections as EXCEPTIONAL COSTS in its rate application for the year following provision of the services.

2.3 Communication and Follow-Up for Hauler Route Reviews

If Prohibited Container Contaminants are discovered during a Hauler Route Review, then Contractor shall proceed through the levels of communication and follow-up immediately upon determination of non-compliance, including:

- i. issuance of a Courtesy Notice with Educational Materials for containers with <10% contamination by volume; and
- ii. issuance of a Notice of Non-Collection with Educational Materials for containers with >10% contamination by volume, in addition to a Return Trip Fee and, if applicable, an additional Garbage Collection Fee as described in Section 2.5.

2.4 Documentation of Hauler Route Reviews

The Contractor shall maintain documentation for each Hauler Route Review conducted. The documentation shall include all records and documents relating to Hauler Route Reviews that are required to be included in the Contractor Implementation Record, including noncompliant account numbers, locations of contamination issues, date of identified contamination, summary of findings, notifications/education issued, number of containers on route, and number of containers inspected. The foregoing information shall be available to the City Contract Manager per the requirements of Section 8, *Reporting*, below.

Contractor shall permit observation of Route Reviews by the City. In addition, Contractor shall upon request by City provide email notice to the City's Contract Manager of the upcoming scheduled Hauler Route reviews that includes the specific time(s) and location(s).

2.5 Assessment of Contamination Fees/Return Trip Fee

No sooner than one hundred twenty (120) days following the Commencement Date, Contractor and City shall meet and confer to discuss potential use of Contamination Fees for Customers that do not properly sort their Discarded Materials. In the event Contractor leaves a Customer a non-collection notice as a result of contamination, Contractor shall return to Customer Premises to Collect Contaminated materials as garbage and charge a return trip fee and, if applicable, additional garbage collection fee.

2.6 Communications with Customers

Contractor shall be the primary contact with customers for the communication and follow-up set forth in Section 1.3 of this document.

2.7 Disposal of Contaminated Materials

Contractor may Dispose of Contaminated materials observed in Customer's Organic Materials Container or Recyclable Materials Container.

2.8 Reporting Requirements

Contractor shall maintain records and report to the City Contract Manager on Contamination monitoring activities and actions taken as required per the Contractor Implementation Record. This information shall be available to the City Contract Manager per the requirements of Section 8, *Reporting*, below.

Section 3. SB 1383 Container Requirements

To ensure continued compliance with SB 1383 Container color and labeling requirements, and in coordination with any related activities that occur prior to the Commencement Date, Contractor shall confer with the City Contract Manager prior to placing any orders for, purchasing, taking delivery of, and/or utilizing any new Containers when there are material changes in the cart style, sizes, labels, colors, etc.

3.1 Color Standards

Contractor shall provide Collection Containers to customers that comply with color requirements when replacing containers with any containers that have been newly purchased by Contractor. Colors shall be green for organic wastes, blue for recycling, and grey for landfill waste. Containers provided to customers starting service shall conform to the above color scheme. Recology and City shall agree to work collaboratively on Debris Box color standards and labeling.

3.2 Labeling Requirements

Imprinted or In-Mold Labels for New Containers. Commencing with the Effective Date of the contract, all new Containers provided by the Contractor that are purchased by Contractor shall be imprinted with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Contractor shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the Contract Manager for approval.

Section 4. Food Recovery Program

The City anticipates fulfilling the City's obligations to address edible food recovery through its participation in regional programs coordinated by other entities. Contractor acknowledges that the collection and regulatory activities addressing recoverable edible food that are contemplated by the SB 1383 regulations are outside of the exclusive rights City grants to Contractor in this Agreement. Should these other programs fail to adequately address the City's obligations for edible food recovery, City and Contractor may discuss expanding Contractor's activities in order to fulfill City's regulatory obligations. Should the City and Contractor mutually elect to utilize Contractor's services to support the Food Recovery Program, Contractor may recover its reasonable and necessary costs for performing these services as EXCEPTIONAL COSTS in its rate application for the year following provision of the services.

Section 5. Education and Outreach

All program related education and outreach materials designed by Recology and in collaboration with the City and distributed by the Contractor in compliance with the requirements of the Agreement, shall be translated into Spanish. This includes both printed materials and digital outreach including social media posts, website, etc. All program related education and outreach efforts designed by Recology and in collaboration with the City shall be documented for inclusion in the Contractor Implementation Record including number of people reached, type of message delivered, distribution type, etc.

Section 6. SB 1383 Generator Waiver Program Coordination

The following SB 1383 waivers are defined in Section 18984.11 as set forth in the Final Regulations, for implementation, individually or collectively, at City discretion. Should the City elect to allow one or more Generator waivers pursuant to SB 1383, Contractor shall coordinate with City as necessary to comply. Contractor understands and accepts that Contractor's scope of services, and provision of services may be affected by City grant of waivers.

Contractor shall cooperate with and coordinate with the City regarding verification of eligibility for waivers in accordance with the following steps: 1) Contractor shall respond to Customers requesting De Minimis or Physical Space waivers and provide the Customer with the appropriate City application form; 2) Contractor shall verify the information provided by the customer on the application, and submit to the City for review; 3) City reviews waiver application materials, approves or declines the waiver application, and returns to Contractor the completed application form that has been updated with City's approval or denial of the waiver for Contractor to distribute to Customer; 4) Contractor provides Customer with completed application form that indicates City's approval or denial of the waiver application; 5) Contractor maintains an up-to-date list in the Contractor Implementation Record of Customers that have been granted waivers by City; and 6) at least every five years from the date of issuance, Contractor shall verify that commercial businesses are still meeting requirements of granted de minimis and physical space waivers. All parts of the waiver issuance process shall be recorded on one form including Customer application, Contractor verification, and City approval/denial.

Contractor shall verify information included in waiver applications in the following manner and indicate findings on the application form:

- i. For Physical Space Waiver applications, Contractor will verify whether the Container storage area(s) at the service address are in Contractor's opinion sufficient to add a Recyclable Materials and/or Organic Materials container (whichever one(s) the Customer is seeking a physical space waiver for). "Container storage area" means a contiguous area designated by the Customer for storage of Refuse, Recyclable Materials, and/or Organic Materials Containers.

- ii. For De Minimis Waiver applications, Contractor will verify the estimated weekly volume of Organic Materials and/or Recyclable Materials generated by the Customer and discarded in the Solid Waste Containers at the service address. The estimate shall be based on a single visual inspection of the contents of Container(s) at the service address. Each inspection shall involve observing the contents of the Container(s) by the method deemed appropriate by Contractor but shall not require Contractor to disturb the contents or open any bags.

6.1 De Minimis Waivers (Three-Container Systems)

The City may elect to waive a Commercial Customer's obligation to comply with some or all of the Recyclable Materials and Organic Materials requirements as set forth in this Agreement, pursuant to SB 1383, and in the Municipal Code if the Commercial Customer provides documentation or the City has evidence demonstrating one of the following de minimis conditions:

- i) The Commercial Customer's total Solid Waste Collection service is two (2) cubic yards or more per week, and its Organic Materials or Recyclable fibers comprises less than twenty (20) gallons per week of organic waste subject to collection, per applicable Container, of the Commercial Business' total waste; or,
- ii) The Commercial Customer's total Solid Waste Collection service is less than two (2) cubic yards per week, and its Organic Materials or Recyclable fibers comprises less than ten (10) gallons per week of organic waste subject to collection, per applicable Container, of the Commercial Business' total waste.

When a Customer submits an application for a De Minimis Waiver and the Customer indicates on their application that a landscaper hauls away green waste, Contractor shall collect contact information from the Customer's application for the landscaping company that is removing the organic waste from the site and provide that information to the City as part of the De Minimis Waiver application.

6.2 Physical Space Waivers

The City may elect to waive a Commercial Customer's or Property Owner's obligation to comply with some or all of the Recyclable Materials or Organic Materials Collection service requirements as set forth in this Agreement, pursuant to SB 1383, and in the Morgan Hill City Code if the Commercial Customer or Property Owner provides documentation, or the City has evidence from its staff, the Contractor, licensed architect, engineer, or similarly qualified source demonstrating that the Premises lacks adequate space for Recyclable Materials and/or Organic Materials Containers. Should the City elect to grant such physical space waivers, Multi Family Customers that do not have sufficient space to comply with some or all of the Organic Materials Collection service

requirements set forth in this Agreement may be required to Self-Haul Organic Materials to the Approved Facility, subject to Applicable Law.

6.3 Collection Frequency Waivers

The City may elect to allow the Contractor to provide Collection of Solid Waste once every fourteen (14) days, rather than once per week, for Customers that have been granted a Collection frequency waiver from the City.

6.4 Contractor Recordkeeping of Generators Granted Waivers

Contractor shall maintain waiver-related records identified on the Contractor Implementation Record and report on waiver verifications per the requirements of Section 8, *Reporting*, below.

Section 7. SB 1383 Procurement Requirements

Contractor's responsibilities regarding compost procurement arrangements are identified in Recital I and Section 5.J of the Agreement. Contractor shall be proactive in evaluating commercially available SB 1383-compliant vehicle fuel for use in Contractor vehicles.

Section 8. Record Keeping

Contractor shall supply City with the following categories of complete and up-to-date records as required in the Contractor Implementation Record:

- Route Reviews
- Waivers and Exemptions
- Education and Outreach
- Compliance Reviews
- Complaint Investigation
- Edible Food Recovery (if Recology support of Food Recovery Program becomes needed)
- Contamination Minimization (in event of a switch to Performance-Based Approach)

Contractor and City shall mutually agree on the format of all forms required as part of the Contractor Implementation Records, as well as the setup of the electronic folder system where all forms shall be stored in the agreed-upon folders. As of the date of this Agreement, the City and Contractor agree that the accompanying documentation shall be organized into the appropriate files as identified in the Contractor Implementation Record, once the format and contents are mutually agreed upon by Contractor and City as stated above.

Contractor shall enter required data into the Contractor Implementation Record and save corresponding documentation in the agreed-upon Filing System within five (5) business days of

any change affecting data within any required reporting category and within one (1) business day of notification from CalRecycle request to review implementation record. All information shall be entered into a shared electronic platform that meets data security and confidentiality criteria agreed upon by Contractor and City.

EXHIBIT D DESIGNATED FACILITIES

As of July 1, 2022, the designated facilities for disposal or processing of Solid Waste Matter are as follows:

- (i) Solid Waste shall be disposed of at John Smith Road Landfill in Hollister, California or another facility designated by Waste Solutions Group of San Benito, LLC in accordance with the CITY's disposal agreement.
- (ii) Recyclable Material shall be transferred at COMPANY's San Martin Transfer Station and then processed at GreenWaste Recovery in San Jose, California or other facilities determined by COMPANY.
- (iii) Organic Material shall be processed at COMPANY's affiliate's South Valley Organics facility in Gilroy, California.
- (iv) Construction and Demolition Debris shall be processed at Pacific Coast Recycling in Gilroy, California or other facilities determined by COMPANY.

EXHIBIT E

COMMUNITY EDUCATION AND OUTREACH

CORE REQUIREMENTS

Recology's outreach in Morgan Hill will be comprised of the items listed below. All printed materials, web and other content will have cohesive appearance. The Recology corporate branding will serve as the default, except in cases where the City and Recology have agreed on a different visual theme.

All materials will be provided in English and Spanish and/or using universal imagery or symbols.

The organics stream will be included and at times emphasized to assist the City with SB 1383 compliance.

Strategic Outreach Plan

In collaboration with City staff, Recology will create a Strategic Outreach Plan will be created in Year 1 of the contract that will guide the overall approach and major deliverables. The Plan will be updated on an annual basis by Recology, in collaboration with City staff.

Website

COMPANY will update the existing website upon initiation of the new Agreement. Subsequent updates will be made over the duration of the Agreement.

Recycling Guide

A guide will be distributed to all three customer types (Commercial, Multifamily, and Residential) at the beginning of each calendar year. The guide will provide "how-to" information for all three streams (Waste, Recycling, and Organics), using text and helpful images. In addition, the guide will contain helpful information about the bulky item pick-up program and safe disposal of household hazardous waste, sharps, prescription drugs, and other hard-to-dispose items.

New Start Packets

New Start Packets will be designed for each customer segment, and will contain the following collateral:

Residential

- Welcome letter with customer service, billing and other basic information.
- Residential Recycling Guide

- Calendar indicating recycling and street sweeping information

Multifamily

- Welcome letter
- Multi-family Recycling Guide
- In-unit “buddy bags” to assist residents with transport of recyclables to the common recycling area(s) or chutes. Buddy bags will depict program information and Recology’s contact information.

Commercial

- Welcome letter
- Commercial Recycling Guide
- Supply sheet with information on how to request sorting posters, internal containers, etc.

Quarterly Communications

Quarterly communications to customers may include the following methods, as determined jointly by the City and Recology:

- Print newsletter
- Electronic newsletter
- Bill insert/flyer, printed
- Bill insert/flyer, electronic
- Direct-mail, such as letters or postcards
- Social Media
- Other collateral, as agreed upon by the City and Recology

Technical Assistance

Recology will provide technical assistance to the following customer types:

Commercial

- Recology staff will work to enroll all eligible businesses, institutions, and other commercial customers for all three streams.
- Recology will provide trainings to staff to help them engage in their programs and properly sort material.
- Recology will offer tailored outreach to specific commercial sectors and accounts, focusing on contamination reduction and increased diversion.

MFD

- Recology staff will work to enroll all multi-family complexes in all three streams.
- Recology staff will provide trainings to building managers, custodial staff, and other stakeholders.

- Recology will offer tailored outreach to specific multi-family complexes, focusing on contamination reduction and increased diversion.

Schools/Youth

- Recology will give presentations to schools and closely affiliated groups.

EXHIBIT F STREET SWEEPING

(a) Scope of Services.

(i) Contractor shall perform street sweeping operations using appropriate vehicles on all designated City streets, as identified by the City and approved by the Contractor, no less frequently than once every two weeks, weather permitting, except as provided below.

(ii) Contractor shall perform street sweeping operations using appropriate vehicles in City business districts and on arterial streets, as identified by the City and approved by the Contractor, no less frequently than once per week, weather permitting.

(iii) Contractor shall perform street sweeping operations using appropriate vehicles on the parking lots at City Facilities (as designated on Exhibit G), no less frequently than once every two weeks, weather permitting.

Notwithstanding the foregoing or anything else in this agreement, Contractor shall not be required to perform street sweeping operations on any street, parking lot, or portion thereof that Contractor determines is unsafe or poses a threat of damage to Contractor's equipment.

(b) Performance Requirements.

(i) Contractor will provide sufficient equipment to guarantee uninterrupted service to City, at Contractor's sole cost and expense. Contractor shall maintain the equipment in good repair and operating condition and shall provide all fuel, lubricants, tires, and all materials and supplies for the operation thereof.

(ii) Contractor, at its sole cost and expense, shall furnish competent personnel to operate all equipment and such other employees as required to furnish adequately the service required in this Section and will further comply with the following:

- In the performance of the street sweeping services described in this Exhibit F, Contractor agrees to comply with all requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code as they are directly applicable to such services, including requirements pertaining to wages, working hours and workers' compensation insurance.
- Contractor shall take cognizance of the prevailing wage requirements set forth in California Labor Code Sections 1720, et seq. and 1770, et seq. applicable to certain "public works" and Maintenance" projects and that the performance of the street sweeping services described in this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

- Contractor shall not enter into a contract with a subcontractor for the performance of the street sweeping services described in this Exhibit F unless the subcontractor is registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions.

(iii) Contractor shall be solely responsible for disposal of all sweepings collected by Contractor in the performance of services pursuant to this Section.

(iv) Contractor shall not be required to perform street sweeping in any new subdivision or development in the City until the public improvements of the subdivision or development have been accepted by the City.

(v) Contractor shall be provided with access and the materials necessary to obtain water from City water hydrants and shall be allowed to use such water as necessary to perform duties under this Section free of charge.

(c) Service Exclusions. Contractor and City agree that the street sweeping performed by Contractor pursuant to this Agreement shall be limited to the collection and disposal of routine debris from streets. For the avoidance of doubt, Contractor is not required to perform the following:

(i) Street sweeping to clear debris from public emergencies and traffic accidents; and

(ii) The clearing of hazardous waste.

EXHIBIT G
SERVICES TO CITY FACILITIES
(as of December 1, 2022)

CORPORATION YARD
COMMUNITY PARK
CIVIC CENTER - COUNCIL CHAMBER
EL TORO FIRE STATION
DUNNE HILL FIRE STATION
VILLA MIRAMONTE/MORGAN HILL HISTORICAL SOCIETY
COMMUNITY CULTURAL CENTER
MORGAN HILL POLICE DEPARTMENT
MORGAN HILL OUTDOOR SPORTS CENTER
CIVIC CENTER - CITY HALL
GALVAN PARK
MORGAN HILL OUTDOOR SPORTS CENTER
MORGAN HILL COMMUNITY GARDEN
AQUATICS CENTER
PARKING GARAGE
PLAYHOUSE
CITY STREET CANS



City Council

Meeting Minutes

Rich Constantine - Mayor
Gino Borgioli - Mayor Pro Tem
John McKay - Council Member
Yvonne Martinez Beltran - Council Member
Rene Spring - Council Member

Wednesday, November 2, 2022 7:00 PM

Hybrid Meeting

17555 Peak Avenue, Morgan Hill, CA 95037 and Virtual (Link to join the meeting can be found below)

CALL TO ORDER

Mayor Constantine called the City Council meeting to order at 7:00 p.m.

ROLL CALL ATTENDANCE

Deputy City Clerk Kim Mancera called the roll.

PRESENT	Rich Constantine, Rene Spring, Gino Borgioli, John McKay, Yvonne Martinez Beltran (arrived at 7:03 p.m.)
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DECLARATION OF POSTING AGENDA

Deputy City Clerk Kim Mancera declared the posting of the agenda.

PROCLAMATIONS

Proclaiming the month of November 2022 as Philanthropy Month.

CITY COUNCIL REPORTS

Mayor Pro Tem Borgioli announced that he met with the Jewish Community about two months ago, at the Palo Alto Jewish Community Center. They had representatives there from the State Attorney General's Office. Representative Anna Eshoo and about

30 other elective officials all proclaimed to do whatever they can about hate speech and anti-semitism. He had a meeting regarding the Upper Llagas Flood Control last week. He advised that the tunnel is slightly behind but the project is on schedule. It is in preparation for the conduit from PG&E and various communication vehicles, such as Frontier and Charter, to put their lines in the tunnel. They are getting close to where PG&E comes in and starts laying their lines in the tunnel and following them is the communication vehicles. PG&E is not able to provide the crew what they had promised and they are putting together a plan to mitigate that to make sure that this project is on schedule.

CITY MANAGER'S REPORT

City Manager Christina Turner mentioned that we are thankful for the rain but are still in a drought. We need to continue to conserve and always conserve. November 1st marked the beginning of our new irrigation schedule. Tuesday November 1st - February 28th, watering is limited to Wednesdays only. This applies to all potable water, including wells. Irrigation is allowed before 9am and after 7pm. You can find out more information on our website.

She was excited to share that Morgan Hill Open Studios is scheduled for November 5th and 6th at multiple locations. This was created in collaboration with the Library, Culture and Arts Commission (LCAC) and our City. Open Studios operates as a project under Morgan Hill Community Foundation's El Toro Culture and Arts Committee. There are 52 artists throughout the area that are showcasing their art media. You can visit morganhillopenstudios.org to find out where the artists are and to see some samples.

This Saturday, November 5th at 2:30 p.m., at our Magical Bridge Playground is the Dia de los Muertos celebration. Join our Kindness Ambassadors and our Youth Action Council leaders for art projects, face painting and a talent show on the playhouse stage.

Another item that was brought forward by LCAC and members of our community with Congregation Emeth is the United Against Hate week. This is observed nationally from November 13-19th. The City's LCAC Commission will be leading this effort along with other community organizations and Congregation Emeth. Since our City has adopted several anti-hate resolutions in the past, the primary goal of this campaign is to bring this message to our community. You can go online and download a poster about Morgan Hill standing against hate. There will be a kick-off event on Sunday, November 13th from 2:00 -3:30 p.m. with music and different events.

Additionally, there are two items related to our City's core value of professional development. First is the Next Generation Silicon Valley Committee. She serves as a member on that committee and this Next Gen committee offers programs to enhance knowledge about local government agencies, career opportunities and skill advancement. In October, we hosted Tomorrow's Department Head Forum, which brings together City Managers, department heads, and recruiters to learn what it takes to move to the next level. Individuals in our County, as well as San Mateo, met and learned a variety of career and professional items on panels and breakout sessions. A couple of our teammates, Matt Mahood and Chris Ghione, participated. It also involved rounds of speed coaching, all in the spirit of professional development.

She concluded by sharing that we hosted the Santa Clara County Leadership Academy at the Community and Cultural Center. We were excited to host here as most of the events in the Silicon Valley are happening in the North. Two of our teammates went through the program, Elysa Olivares, Senior Human Resources Analyst, and Keri Russell, our Maintenance Manager, graduated from the program

and we celebrated the graduation here. This is a large-scale, multi-month academy that involves people from multiple disciplines. They engage in different activities each month and do a group project. Our City along with San Jose, sponsored one of the projects about continuity of operations during and after a large scale disaster and Jennifer Ponce helped out with that effort.

CITY ATTORNEY'S REPORT

None.

OTHER REPORTS

Council Member Martinez Beltran reminded everyone that it is the last chance to visit the Dia de los Muertos alter on Monterey in Downtown. It will come down tomorrow. Today is Dia de los Muertos and an exciting time to celebrate the joyous time of those who have passed and whom we love and remember.

Council Member McKay would like to honor and celebrate Native American Heritage Month. It is the month of November.

PUBLIC COMMENT

Public comment opened at 7:11 p.m. The following people were called to speak:

Joe Baranowski with ceded time from Rob Guynn

Pilar Furlong

There being no further requests to speak, public comment closed.

Public Comment Supplement 1

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Mayor Pro Tem Borgioli
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

MOTION:

Approving consent calendar items 1 and 3 through 5.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member McKay
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

- 1. ADOPT ORDINANCE 2336, NEW SERIES, AMENDING SECTION 14.04.040 (GENERAL REQUIREMENTS) AND SECTION 14.040.060 (CONTINUED AFFORDABILITY AND CITY REVIEW OF OCCUPANCY) OF CHAPTER 14.04 (INCLUSIONARY HOUSING) OF TITLE 14 (HOUSING) TO CLARIFY INCLUSIONARY HOUSING REGULATIONS AND ENACTING CHAPTER 18.48 (DENSITY BONUS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL REGARDING GRANTING OF DENSITY BONUS, INCENTIVES/CONCESSIONS AND WAIVERS OR REDUCTION OF DEVELOPMENT STANDARDS FOR HOUSING PROJECTS THAT INCLUDE AFFORDABLE UNITS, AS REQUIRED BY STATE LAW (AB 1763)**

Recommendation:

Waive the reading, adopt Ordinance No. 2336, New Series, and declare that said title, which appears on the agenda, shall be determined to have been read by title and further reading waived.

- 3. APPROVE THE REVISED COMMUNITY SERVICE OFFICERS ASSOCIATION (CSOA) SALARY SCHEDULES**

Recommendation:

Approve the revised Community Service Officers Association (CSOA) salary schedules to include the approved Community Services Officer position.

4. **APPROVE THE SEPTEMBER 28, 2022 CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve minutes.

5. **APPROVE THE OCTOBER 19, 2022 CITY COUNCIL MEETING MINUTES**

Recommendation:

Approve minutes.

ITEMS PULLED FOR DISCUSSION

2. **APPROVE CONTRACT WITH EXELOO CORPORATION FOR THE PURCHASE OF A SELF-CLEANING RESTROOM AT GALVAN PARK**

Recommendation:

Authorize the City Manager to execute a contract with Exeloo Corporation for a not to exceed amount of \$300,000 to purchase a self-cleaning restroom at Galvan Park.

Public comment opened at 7:23 p.m. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	Mayor Pro Tem Borgioli
SECONDER:	Council Member Spring
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

PUBLIC HEARING

6. **ADOPT ORDINANCE 2337, NEW SERIES, AMENDING CHAPTERS 15.08 (BUILDING CODE), 15.12 (ELECTRICAL CODE), 15.16 (MECHANICAL CODE), 15.20 (PLUMBING CODE), AND 15.44 (FIRE CODE) TO ADOPT BY REFERENCE THE 2022 CALIFORNIA STATE BUILDING STANDARDS CODES KNOWN AND DESIGNATED AS CALIFORNIA CODE OF REGULATIONS, TITLE 24 AMENDING CHAPTER 15.25 (PROPERTY**

MAINTENANCE) TO ADOPT BY REFERENCE THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE AND TO MAKE MINOR CHANGES TO SECTIONS IN CHAPTERS 15.65 (SUSTAINABLE BUILDING REGULATIONS) AND 15.66 (SWIMMING POOLS) OF TITLE 15 (BUILDING AND CONSTRUCTION) OF THE MORGAN HILL MUNICIPAL CODE

Recommendation:

1. Open/close the public hearing;
2. Waive the second reading of the ordinance; and
3. Adopt the ordinance.

Building Official Eric Blomquist gave a report.

The public hearing opened at 7:25 p.m. There being no requests to speak, public comment closed.

MOTION:

Waiving the second reading of the ordinance.

RESULT:	Passed
MOVER:	Council Member Spring
SECONDER:	Mayor Pro Tem Borgioli
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:

Adopting the ordinance.

RESULT:	Passed
MOVER:	Council Member Spring
SECONDER:	Council Member McKay
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

OTHER BUSINESS

7. APPROVE CONCEPTUAL DESIGN FOR THE BUTTERFIELD FIRE STATION PROJECT

Recommendation:

1. Approve Conceptual Design for the Butterfield Fire Station Project; and
2. Adopt resolution approving and making the required findings as outlined in the staff report.

Senior Project Manager Yat Cho and Jeff Katz of COAR Design Group gave a presentation and answered questions.

Public comment opened at 7:50 p.m. The following people were called to speak:

Joe Baranowski

Sean Reese

There being no further requests to speak, public comment closed.

MOTION:

Approving the recommended action.

RESULT:	Passed
MOVER:	Council Member McKay
SECONDER:	Mayor Pro Tem Borgioli
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

PUBLIC HEARING

8. APPROVE AMENDMENTS TO THE GENERAL PLAN AND CERTIFY A SUBSEQUENT ENVIRONMENTAL IMPACT REPORT (SEIR), ADOPT FINDINGS OF SIGNIFICANCE AND A STATEMENT OF OVERRIDING CONSIDERATIONS AND APPROVE MITIGATION MONITORING REPORTING PLAN FOR THE COCHRANE COMMONS RETAIL CENTER AND ASSOCIATED LAND. THE PROPERTIES, IDENTIFIED BY ASSESSOR PARCEL NUMBERS: 728-37-056, -069, AND -041, ARE LOCATED ON THE NORTHEAST CORNER OF HIGHWAY 101, COCHRANE ROAD, AND MISSION VIEW DRIVE, (MORGAN HILL RETAIL VENTURE LP, OWNER)

Recommendation:

1. Open/Close public hearing;

2. Adopt resolution certifying the SEIR, adopt Findings of Significance and Statement of Overriding Considerations and approve the Mitigation Monitoring and Reporting Program prepared for the project;
3. Adopt resolution approving an amendment to the General Plan land use designation;
4. Waive the first and second reading of Zoning Amendment Ordinance; and
5. Introduce Zoning Amendment Ordinance

Development Services Director Jennifer Carman gave a presentation and answered questions.

The public hearing opened at 8:42 p.m.
Applicant Darryl Browman of Browman Development Co. gave a presentation and answered questions.

The meeting recessed at 9:21 pm and reconvened at 9:31 pm.

The following public speakers were called to speak:

Rick Kent

Gene Guglielmo

Joe Baranowski with ceded time from Rob Guynn

There being no further requests to speak, the public hearing closed.

MOTION:

Adopting resolution certifying the SEIR.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member McKay
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:

Adopting the resolution approving an amendment to the General Plan land use designation.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member Spring

AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:

Waiving the first and second reading of the ordinance with the addition of the 55' height restriction.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member Spring
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

MOTION:

Introducing the ordinance.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member Spring
AYES:	Mayor Constantine, Council Member Spring, Mayor Pro Tem Borgioli, Council Member McKay, Council Member Martinez Beltran
NAYS:	None
ABSTAIN:	None
ABSENT:	None

FUTURE COUNCIL INITIATED AGENDA ITEMS

Mayor Pro Tem Borgioli requested a discussion on electric bicycles on walking paths.

Council Member Spring requested further discussion and clarification of the terms boutique and full service hotel.

Council Member Martinez Beltran requested to address and discuss the comment from the Carpenters Union on the project.

ADJOURNMENT

There being no further business, Mayor Constantine adjourned the meeting at 9:54 p.m.

Minutes Prepared by:

Kim Mancera, Deputy City Clerk

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Cynthia Iwanaga, Management Analyst

APPROVED BY: City Manager

AWARD LANDSCAPE MAINTENANCE SERVICE AGREEMENT FOR CITY PARKS, MEDIANS, AND DOWNTOWN

RECOMMENDATION(S)

1. Award a Maintenance Service Agreement to Brightview Landscape Services, Inc. in the amount of \$274,608 for a two-year period (\$137,304 annually) to service Group 1: Park Mowing at City Parks; Group 3: Street Medians, Streetscapes, and Parking Lots; and Group 6: Downtown Area and extra services, with three consecutive one-year extensions, subject to future annual budget appropriations by the City Council; and
2. Authorize the City Manager to execute and administer said Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

Protecting the Environment and Preserving Open Space and Agricultural Land

2022-2023 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:

The purpose of this report is to summarize the recent Request for Proposals (RFP) process and provide the City Council with an opportunity to award a landscape maintenance service agreement to Brightview Landscape Services, Inc. in the not-to-exceed amount of \$274,608, and authorize the City Manager to execute and administer the said agreement. Services provided under this agreement include park mowing and edging, landscape maintenance, and irrigation management of street medians, streetscapes, and City facilities located throughout the City and in the Downtown.

The City has contracted with professional landscape contractors for various landscape maintenance services for many years as an approach to cost effectively serve the City. The work has been divided into six separate groups as a way to diversify the City's bidding opportunities. This Request for Proposals (RFP) was released for two years of

service for Group 1 (Parks Mowing and Edging), Group 3 (Street Medians, Streetscapes, Parking Lots, and Miscellaneous City Facilities), and Group 6 (Downtown).

As the City's current maintenance service agreement expires on December 31, 2022, the Request for Proposals (RFP) was released on August 8, 2022. Three proposals were received on September 16, 2022, from Bayscape Management, Brightview Landscape Services, and New Image Landscape Company. In soliciting proposals for this agreement, the City advertised in the Morgan Hill Times on August 5, 2022 and August 12, 2022. The RFP was posted on the City website, Public Purchase, and the Builders' Exchange of Santa Clara County. Contractors registered on the City's Informal Bidders List with the required Contractor State Licensing Board (CSLB) license Class C-27 (Landscape Contractor) were also notified of the RFP. The RFP may be viewed on the City website via the following link: <https://www.morgan-hill.ca.gov/bids.aspx?bidID=398>

The proposals were reviewed in a two-step process. Proposals were first evaluated based on narrative responses to questions. They were scored for previous work experience, work quality, references, staff qualifications, and communication systems. A total of 40 points were available for the narrative responses to questions. Proposals receiving a minimum 30 out of 40 points were then evaluated based on weighted averages for each firm's pricing for Group 1, Group 3, Group 6, average hourly rates, and percentage % mark-up. All three contractors received the minimum 30 points in the narrative section and their cost schedules were then evaluated in the second step of the review process. Bayscape Management inadvertently misstated their unit pricing for Diana Park and Howard Weichert Park higher than they intended, but staff was unable to make changes to pricing after the proposals were submitted. It is noted for informational purposes that correcting the misstated pricing would not have changed the outcome of the RFP. Attached is the scoring summary.

Based on the narrative responses and the weighted cost proposal scoring, Brightview Landscape Services is the responsive bidder with the lowest cost proposal. Brightview Landscape Services has successfully partnered with Bay Area municipalities for over 10 years. They are the City of Morgan Hill's current landscape maintenance services provider.

Staff recommends the award of the landscape maintenance service agreement to Brightview Landscape Services, Inc. for the not-to-exceed amount of \$274,608 for two years, which is \$137,304 per year, subject to future annual budget appropriations by the City Council (Attachment 2). The annual amount of \$137,304 includes a base amount of \$107,304 for scheduled services and up to \$30,000 in extra services such as irrigation valve replacements and the rejuvenation of landscape areas. The agreement specifies that extra services are only to be provided with the prior approval of the City's Maintenance Manager or their designee. The new agreement would have a two-year term from January 1, 2023 to December 31, 2024, with authorization for the City Manager to execute three consecutive one-year extensions subject to future annual budget appropriations by the City Council. The amount of each amendment may not

increase more than five percent (5%) annually, that is, the amendment amount may not exceed 105% of the previous year's annual amount. The maximum not-to-exceed amount for the two-year agreement with three one-year extensions is \$729,101.

COMMUNITY ENGAGEMENT:

Inform

As landscape maintenance services are a regular and expected City service, no efforts were made to inform the community about this proposed agreement. The actual landscape maintenance work resulting from this agreement is shared via City communication tools, including "The Scoop," a weekly maintenance activities update on the City website and Nextdoor Morgan Hill. Signs will be posted when landscape maintenance services are performed that will affect or impair access to the street or public sidewalks.

ALTERNATIVE ACTIONS:

An alternative action would be to not approve this agreement or to modify the approval in some way, however, this is not recommended as it would jeopardize ongoing landscape maintenance and safety.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council awarded the prior landscape maintenance service agreement for Groups 1, 3, and 6 to Brightview Landscape Services, Inc. on December 6, 2017.

FISCAL AND RESOURCE IMPACT:

The funding for landscape maintenance services is included in many areas of the City's operating budget (Fund 010 - General Fund) including Street Maintenance, Park Maintenance, and Downtown Maintenance, and in the Landscape Assessment Districts.

CEQA (California Environmental Quality Act):

Categorical Exemption

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

Morgan Hill: 2022 Landscape Maintenance Groups 1, 3 and 6 RFP Scoring Matrix

					NARRATIVE SCORING			
NARRATIVE					Points Available	Bayscape	Brightview	New Image
Previous Experience providing a superior level of landscape maintenance services at like-sized facilities w/similar scopes of work					15.0	14.7	12.7	12.3
Assessment of Work Quality, Performance and Working Relationships with Clients that indicate high levels of satisfaction and effectiveness					10.0	9.0	8.5	8.2
Qualifications of Staff to be assigned to provide landscape maintenance services					5.0	4.3	4.0	4.2
Organized Communication Systems and reporting capabilities that demonstrate efficiency and effectiveness					10.0	8.8	8.0	8.7
SUBTOTAL- NARRATIVE POINTS					40.0	36.8	33.2	33.3

COST PROPOSAL					COST PROPOSAL SCORING			
Item	Price from Lowest Bidder	Bayscape	Brightview	New Image	Points Available	Bayscape	Brightview	New Image
Group 1 Total Bid	36,144.00	153,502.00	36,144.00	37,872.00	20.0	4.7	20.0	19.1
Group 3 Total Bid	37,680.00	104,123.00	37,680.00	71,088.00	20.0	7.2	20.0	10.6
Group 6 Total Bid	33,480.00	91,626.00	33,480.00	48,108.00	15.0	5.5	15.0	10.4
Average of Extra Work Hourly Rates	59.75	89.75	59.75	132.00	3.0	2.0	3.0	1.4
% Material Mark-Up Over Costs	10.00	15.00	10.00	30.00	2.0	1.3	2.0	0.7
SUBTOTAL-PRICING POINTS					60.0	20.8	60.0	42.2
GRAND TOTAL					100.0	57.6	93.2	75.5

MAINTENANCE SERVICE AGREEMENT
Brightview Landscape Services, Inc.
Groups 1, 3 & 6

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

1. **City Authority.** This Agreement is entered into pursuant to the action of the Morgan Hill City Council taken on _____, _____, 20____.
2. **Term of Agreement.** This Agreement shall cover services rendered from the Effective Date of this Agreement until December 31, 2024 at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum of three one-year extensions. Any such extension shall be in writing and signed by both Parties to this Agreement.
3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be landscape maintenance services for groups 1, 3 & 6 as further described in **Exhibit A.**
4. **Compensation.** SERVICE PROVIDER shall be compensated as follows:
 - 4.1. **Amount.** \$274,608.00. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Two Hundred Seventy-Four Thousand Six Hundred Eight dollars and shall be billed based on the rate and basis set forth in **Exhibit B.** If the City Manager extends the term of this Agreement pursuant to the provisions of Section 2 above, the City Manager shall have the authority to increase the maximum compensation allowed to be paid to SERVICE PROVIDER during that extended term period, so long as City Council has appropriated sufficient funds therefor, the Parties mutually agree to such amount in a writing signed by both Parties to this Agreement and provided further that in no event shall such maximum compensation allowed for each subsequent extended one-year term exceed 105% of the maximum compensation allowed to be paid to SERVICE PROVIDER for one year of service during the immediately preceding prior year of service.
 - 4.2. **Billing.** SERVICE PROVIDER shall provide CITY with an invoice containing the dated, detailed, and itemized descriptions of all services performed and expenses incurred (if such expenses are reimbursable pursuant to Exhibit B) by SERVICE PROVIDER on a monthly basis unless otherwise specified in Exhibit B. All invoices shall be sent to the CITY addressed to the department head or project manager identified below in Section 14 Notices. Payment will be made to SERVICE PROVIDER within thirty (30) days of receipt of invoice by CITY. Any rate charged shall be prorated where services are interrupted or not provided for any rate period (for example, any monthly rate charge should be prorated when services were interrupted or provided for only part of the month). For services billed on an hourly rate, the minimum unit of billed time shall not exceed one tenth of one hour. CITY shall pay for services and expenses (if so provided in Exhibit B) up to the limit of compensation set forth above, that in the CITY'S judgment were necessary and reasonable. Services for work performed and expenses incurred in

excess of the total compensation set forth in paragraph 4.1 above shall be at no cost to CITY.

5. **Termination.** CITY or SERVICE PROVIDER shall have the right to terminate this Agreement, without cause, by giving thirty (30) days' written notice or less under urgent circumstances. Upon such termination, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid. CITY may require SERVICE PROVIDER to complete certain work product or documents and SERVICE PROVIDER shall deliver to CITY all documents in its possession without additional compensation to SERVICE PROVIDER. The City Manager is authorized to terminate this Agreement, in whole or in part, on behalf of CITY.

5.1. **Non-Appropriations.** Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for CITY for any reason whatsoever in any fiscal year, for payments due under this Agreement, CITY will immediately notify SERVICE PROVIDER of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for CITY or are otherwise available for payments.

5.2. **Temporary Suspension of Services.** CITY'S need for services may be suspended due to unforeseeable or unavoidable circumstances beyond its control. Such circumstances include, but are not limited to, earthquake, fire, explosion, flood, or other natural catastrophe; governmental legislation, condemnation, acts, orders, or regulation; war or acts of terrorism; strikes or labor difficulties; and quarantine, epidemic, or pandemic. CITY shall provide a 5-days' written notice or less under urgent circumstances to temporarily suspend services at specific CITY facilities. CITY reserves the right to request which CITY facilities are to be serviced or not serviced due to unforeseeable or unavoidable circumstances; and the level of service at each CITY facility. Upon suspension, SERVICE PROVIDER shall submit to CITY an itemized statement of services performed for which compensation has not been paid up to the date of the suspension. No further payments will be made for services provided after the date of the suspension. CITY shall provide 5 days' written notice when the circumstances for the suspension of specific facilities' services are removed for SERVICE PROVIDER to commence providing services.

6. **Performance of Work.** SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state, and local laws. SERVICE PROVIDER is liable for any property damage caused by SERVICE PROVIDER or its Subcontractors during performance of the services and shall notify the CITY of damage within 24 hours of the occurrence. SERVICE PROVIDER must promptly repair or replace any real or personal property damage, and must promptly restore the property to its original or intended condition. CITY may repair or replace the real or personal property damage if SERVICE PROVIDER fails to do so, and the cost of the repairs or replacement may be deducted or offset from any compensation due to SERVICE PROVIDER.

6.1. **Schedule.** SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on **Exhibit C**, "Schedule of

Performance," attached hereto and incorporated herein by this reference. The City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement.

- 6.2. **Storage of Service Provider's Equipment.** If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER'S equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of the City Manager, or his/her delegate, to do so, and any such storage shall occur only in the manner and location allowed by such CITY official and entirely at SERVICE PROVIDER'S sole risk.

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

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

8.1. **Insurance Types and Amounts.**

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

8.1.2. **Automobile Liability.** SERVICE PROVIDER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if SERVICE PROVIDER does not own automobiles, then SERVICE PROVIDER shall maintain Hired/Non-owned Automobile Liability) against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) combined single limit for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE

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

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

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

8.1.5. Professional Liability.

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

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

combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

8.1.6. Sexual Abuse/Molestation Liability (SML): If the performance of SERVICE PROVIDER'S work or service under this Agreement involves contact with minors, SERVICE PROVIDER shall procure and maintain Sexual Abuse and Molestation insurance in the minimum amount of: (i) two hundred thousand dollars (\$200,000.00) each claim, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER'S combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

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

8.2.1. General Liability and pollution liability (when pollution liability applies).

8.2.1.1. “Additionally Insured” - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds on a form at least as broad as ISO Form CG 20 10 for ongoing operations.

8.2.1.2. “Waiver of Rights of Subrogation” - The insurer waives the right of subrogation against the City of Morgan Hill and CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and

8.2.1.3. “Primary and Non-Contributing” - Insurance shall be endorsed to be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 01.

8.2.2. Workers Compensation.

If the performance of SERVICE PROVIDER'S work or service under this Agreement involves access to or activity on any property or premises owned or occupied by the CITY, including, but not limited to, SERVICE PROVIDER'S presence during site visits and meetings, then insurer waives the right of subrogation against the City of Morgan Hill and the CITY'S elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

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

8.4. Certificates. SERVICE PROVIDER shall furnish CITY with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, SERVICE PROVIDER shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to SERVICE PROVIDER'S agreement with CITY shall be canceled or materially changed except after thirty (30) days' notice by the insurer to CITY. A “material change” is a change that results in non-

compliance with any insurance requirements in this section 8. Certificates, including renewal certificates, may be mailed electronically to riskmgmt@morganhill.ca.gov or delivered to the Certificate Holder address provided herein.

Certificate Holder address:

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

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

10. **Compliance with Law.**

- 10.1. SERVICE PROVIDER and its officers, employees, agents, and subcontractors shall comply with all applicable laws, ordinances, administrative regulations, and permitting requirements in carrying out their obligations under this Agreement. SERVICE PROVIDER and its officers, employees, agents, and subcontractors covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, sexual orientation, national origin, mental disability, physical disability, medical condition, or ancestry, in any activity pursuant to this Agreement.
- 10.2. Without limiting the provisions of Section 10.1 above, each worker performing work under this Agreement shall be paid at a rate not less than the prevailing wage as defined in Sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/dlsr>. SERVICE PROVIDER shall post a copy of the applicable prevailing rates at the Worksite. Pursuant to Labor Code Section 1775, SERVICE PROVIDER and any Subcontractor shall forfeit to CITY as a penalty up to two hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. SERVICE PROVIDER shall also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
- 10.3. DIR Registration. CITY will not accept a Bid Proposal from or enter into a contract with a SERVICE PROVIDER, without first receiving proof to the satisfaction of CITY that SERVICE PROVIDER and its subcontractors are registered with the California Department of Industrial Relations to perform public work under Labor Code Section 1725.5, subject to limited legal exceptions. Under Labor Code section 1771.4, this Agreement is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
- 10.4. Compliance with Wage and Hour Laws: SERVICE PROVIDER, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state, and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

Final Judgments, Decisions, and Orders: For purposes of this Section, a “final judgment, decision, or order” refers to one for which all appeals have been exhausted or the time to appeal has expired. Relevant investigatory government agencies include: the federal

Department of Labor, the California Division of Labor Standards Enforcement, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

Prior Judgments against SERVICE PROVIDER and/or its Subcontractors: BY SIGNING THIS AGREEMENT, SERVICE PROVIDER AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY FINDING – IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT – THAT SERVICE PROVIDER OR ITS SUBCONTRACTOR(S) HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. SERVICE PROVIDER FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS SATISFIED AND COMPLIED WITH – OR HAS REACHED AGREEMENT WITH THE CITY REGARDING THE MANNER IN WHICH IT WILL SATISFY – ANY SUCH JUDGMENTS, DECISIONS OR ORDERS.

Judgments or Decisions During Term of Contract: If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or SERVICE PROVIDER learns of such a judgment, decision, or order that was not previously disclosed, SERVICE PROVIDER shall inform the City Attorney, no more than fifteen (15) days after the judgment, decision or order becomes final or of learning of the final judgment, decision or order. SERVICE PROVIDER and its subcontractors shall promptly satisfy and comply with any such judgment, decision, or order, and shall provide the City Attorney with documentary evidence of compliance with the final judgment, decision, or order within five (5) days of satisfying the final judgment, decision, or order. CITY reserves the right to require SERVICE PROVIDER to enter into an agreement with CITY regarding the manner in which any such final judgment, decision, or order will be satisfied.

City's Right to Withhold Payment: Where SERVICE PROVIDER or any subcontractor it employs to perform work under this Agreement has been found in violation of any applicable wage and hour law by a final judgment, decision or order of a court or government agency, CITY reserves the right to withhold payment to SERVICE PROVIDER until such judgment, decision or order has been satisfied in full.

Material Breach: Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

Notice to City Related to Wage Theft Prevention: Notice provided to the City Attorney as required under this Section shall be addressed to: City Attorney, City of Morgan Hill, 17575 Peak Avenue, Morgan Hill, CA 95037. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

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

12. **Confidentiality**. All data, documents, or other information received by SERVICE PROVIDER from CITY or prepared in connection with SERVICE PROVIDER'S services under this Agreement are

deemed confidential and shall not be disclosed to any third party by SERVICE PROVIDER without prior written consent by CITY.

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

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

Address of SERVICE PROVIDER is as follows:

Brightview Landscape Services, Inc.
825 Mabury Road
San Jose, CA 95133
Attn: Karine Stuimer, Group Vice President

Address of CITY is as follows:

Keri Russell, Maintenance Manager	with a copy to: City Clerk
City of Morgan Hill	City of Morgan Hill
17575 Peak Avenue	17575 Peak Avenue
Morgan Hill, CA 95037	Morgan Hill, CA 95037

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

16. **Service Provider's Proposal.** If applicable, this Agreement shall include SERVICE PROVIDER'S proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

17. **Maintenance of Records.**

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

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

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

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

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

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

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

22. **Defense and Indemnification.**

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

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

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

22.4. **Right to Offset.** CITY shall have the right to offset against any compensation due SERVICE PROVIDER under this Agreement any amount due CITY from SERVICE PROVIDER as a result of SERVICE PROVIDER'S failure to pay CITY promptly any indemnification arising under this Section (22) and any amount due CITY from SERVICE PROVIDER arising from SERVICE PROVIDER'S failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

22.5. **Interpretation.** This Section shall constitute an agreement or contract of indemnity, incorporating the interpretations under California Civil Code Section 2778. It is expressly

understood and agreed that the obligation of SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

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

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

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

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

27. **Binding Agreement.** Notwithstanding the provisions of Section 20 above, this Agreement shall bind any and all successors in interest, legal representatives and/or other permitted assignees or transferees of SERVICE PROVIDER in the same manner as if those successors in interest, legal representatives or other permitted assignees or transferees had entered into this Agreement originally.

28. **Electronic Signatures.** Unless otherwise prohibited by law or CITY policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.

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Signatures are on the following page.

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

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

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

(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND

(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR ASSISTANT TREASURER.

ATTEST:

CITY OF MORGAN HILL

City Clerk/Deputy City Clerk

City Manager

Michelle Bigelow
Print Name

Christina J. Turner
Print Name

Date: _____

Date: _____

APPROVED AS TO FORM:

BRIGHTVIEW LANDSCAPE SERVICES, INC.

City Attorney

By: 

Donald A. Larkin
Print Name

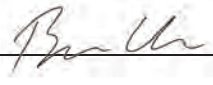
Jeff Herold, President

Print Name and Title of Signer.

If Corporate: Chairman, President or
Vice President

Date: _____

Date: 10/10/2022

By: 

Brett Urban, CFO

Print Name and Title of Signer.

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

Date: 10/10/2022

266211
Contractor's License Number(s) (if applicable)

1000005364
Contractor's DIR Registration Number(s) (if applicable)

Expiration Date(s) 03/31/2024

Expiration Date(s) 06/30/2023

**EXHIBIT A
SCOPE OF SERVICES**

Please see next page for attached Scope of Work and Specifications.

EXHIBIT A SCOPE OF SERVICES

LANDSCAPE MAINTENANCE SERVICES (GROUPS 1, 3, & 6)

**CITY OF MORGAN HILL PARKS MOWING, MEDIANS, STREETSCAPE, PARKING LOTS,
DOWNTOWN, AND MISCELLANEOUS LANDSCAPING**

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Section 2.1: Scope of Work

2.1-1 SCOPE AND LOCATION OF WORK

The Landscape Maintenance Service Agreement ("Agreement") is an outcome-based Agreement where the City has established specific landscape standards as outcomes. The total cost for each service group for a two-year period. The City will inspect the work of the Service Provider against the stated standards to determine compliance and payment.

The work to be performed under the Agreement consists of the furnishing of all labor, insurance, materials, and equipment needed for complete landscape maintenance services in the following service groups:

Group 1 Parks Mowing and Edging

Group 3 Medians, Streetscape, Parking Lots & Miscellaneous Facility Landscape Maintenance

Group 6 Downtown

Extra Work All Locations

2.1-2 ADDITIONAL AND EXTRA WORK

City has the authority to direct additional and extra work including, but not limited to, work for vandalism, City initiated improvements, various repair and maintenance functions, and the addition of new sites with the understanding that the Service Provider is entitled to additional compensation. Additional and extra work outside the Scope of Services will require written approval from City prior to the commencement of work. Costs for additional work completed by the Service Provider prior to receiving written approval from the City shall be the responsibility of the Service Provider.

2.1-3 CHANGES IN AGREEMENT PRICE

Other provisions of the Agreement Documents notwithstanding, the Agreement Price may be changed only by an amendment duly authorized by the City Manager or his or her designee. The value of any work covered by an amendment or of any claim for increase or decrease in the Agreement Price shall be determined by one or more of the following methods in the order of precedence listed below:

- A. Unit price previously approved.
- B. An agreed lump sum.

Unless an amendment has been so executed, it shall be conclusively presumed that all work performed is included in the Agreement Price.

The City recognizes the inherent complexity of "maintenance", "standards", and building an agreement that covers every potential scenario. Below is a list of additional items that the City will deem as "extra work". Items may be added or deleted through the negotiation process.

The following shall be treated as "extra work:

Renovations (thatching, over seedings, drainage installation, irrigation upgrades, etc.)

Landscape Conversions

Fence Repair

Repair of significant vandalism

Bid requests for hourly rates, unit costs, markups, etc. can be found in the bid form.

2.1-4 OUTCOME-BASED AGREEMENT AND INSPECTION PROBLEM RESOLUTION PROCESS

City will regularly inspect the Service Provider's work and rate it according to the landscape maintenance standards in Section 2.4- Exhibit A: City of Morgan Hill Landscape Maintenance Standards. Service Provider shall operate and maintain an e-mail address at which the City may send inspection reports largely consisting of photos taken of areas that the Service Provider maintains. The e-mail address must have sufficient capacity to accept numerous inspection reports from the City without delay or rejection.

The Service Provider will be paid for work rated as "meets standards." Service Provider will not be paid for work rated as "below standard" until conditions improve and rate as "meet standards" if the below standard work is attributed to neglect on the part of the Service Provider. If an area does not meet City standards, it will be considered "below standard". Service Provider will not be paid additional amounts for remedial work required to improve "below standard" areas if the below standard work is attributed to neglect on the part of the Service Provider. City staff will work closely with Service Provider's representatives to achieve the results described in the standards and inspection criteria. However, responsibility for meeting standards rests with the Service Provider.

The Service Provider shall be responsible for maintaining landscapes as described in this agreement and per the maintenance standards outlined in Section 2.4- Exhibit A: City of Morgan Hill Landscape Maintenance Standards. The cost of maintaining the areas are included in the Agreement's Exhibit B: Schedule of Compensation unless otherwise called out as "extra work."

The Service Provider shall perform quality assurance inspections a minimum of every month, or more frequently if deemed necessary by the Service Provider.

The Service Provider will provide electronic versions of the monthly inspections to the City by the 10th of the following month as to each site's compliance with City standards. An action plan with deadlines must be provided to the City to indicate when corrections will be made if an area is deemed "below standard". Failure to turn in inspections by the deadline will result in a monthly payment being withheld until inspections are turned in, and one-hundred-dollar (\$100) deduction from their monthly payment.

There will be a financial impact to the Agreement if any scheduled use, (including, but not limited to, special events or recreation programs) of City facilities are impacted by neglect on the Service Provider's part. Any costs associated with re-scheduling the event/activity/program may be the responsibility of the Service Provider for staffing and costs, including, but not limited to lost revenue, staff salaries and alternate Service Provider costs, etc.

The City will perform weekly inspection reports, which will be e-mailed to the Service Provider. The first time a site fails to meet City Standards as a result of these inspections the Service Provider will have two (2) weeks to bring the site back into compliance. For Group 6 – Downtown, the Service Provider will have one (1) week to bring the site back into compliance. If the same site is not in compliance for the same standard at any time after the first warning, no warning will be given, and penalties will be

incurred. If a site is not brought back into compliance within the allotted timeframe the following penalties will occur:

1. First Penalty: Service Provider to receive warning.
2. Second Penalty: At the same site within twelve (12) months of the First Penalty Assessment, the Service Provider will be assessed a \$25 monthly deduction per deficiency.
3. Third Penalty: At the same site within (12) months of the First Penalty Assessment, the Service Provider will be assessed a \$75 monthly deduction per deficiency.

The parties will observe the following progressive problem resolution process:

1. Written notice of the problem.
2. Field conference with City inspector and Service Provider's field representative to identify problem and agree on solution as presented by Service Provider.
3. Conference between City's representative and Service Provider's principal.
4. Imposition of penalties and/or correcting defect at Service Provider's cost.
5. Termination of Agreement.

2.1-5 INSPECTION OF SITE WORK

Service Providers are required to inspect the site of the work in order to satisfy themselves, by personal examination or by such other means as they may prefer, of the location of the proposed work and the actual conditions of and at the site. Service Providers may apply to the City for additional information and explanation before submitting proposals. However, no supplemental information requested or furnished shall vary the terms of the Agreement Documents or affect the Service Provider's sole responsibility to satisfy itself as to the conditions of the work to be performed. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the actual conditions or location of the work.

Submission of a proposal by a Service Provider shall constitute acknowledgment that the Service Provider has relied, and is relying, on its own examination of: (a) the site of the work; (b) access to the site; (c) all other data, matters, and things requisite to the fulfillment of the work and, on his/her own knowledge of existing facilities on and in the vicinity of the site of the work and not on any representation or warranty of the lack of knowledge of the above items.

Section 2.2: General Conditions

2.2-1 NORMAL HOURS AND DAYS OF MAINTENANCE SERVICES

- A. For the Third Street Creek Park and Nob Hill Trail Park work hours shall be every Monday and Thursday between 7:00am and 5:00 pm.
- B. At all other locations, the Service Provider shall perform the required maintenance services between the hours of 7:00 a.m. and 5:00 pm Monday through Friday and on weekends with prior City approval.
- C. The Service Provider shall conduct the work at all times in a manner which will not interfere with normal recreation programs, school programs, pedestrian traffic on adjacent sidewalks, or vehicular traffic on adjacent streets.

- D. Any modification in the hours and days of maintenance services as stated in the Service Provider's service schedule is subject to approval by the City.

2.2-2 PERIODIC PROJECT INSPECTIONS

Upon request, the Service Provider will walk the project with the City's representative to determine and confirm compliance with the specifications or to discuss required work. The Service Provider's representative must be authorized to sign documents and make changes to the work.

2.2-3 PERFORMANCE DURING INCLEMENT WEATHER

During periods of excessive rainfall that hinders normal operations, the Service Provider shall adjust its workforce to accomplish those activities that are not affected by weather. The prime factors in assigning work shall be the safety of the workforce and damage to parks, landscaping and neighboring properties.

2.2-4 NOTICE TO PROCEED

Upon execution of agreement and receipt of acceptable insurance certificates by City, the start date for this Agreement will be January 1, 2023.

2.2-5 ACCEPTANCE

- A. Acceptance by the City of any services furnished under the Agreement shall occur only subsequent to the final review of authorized employees of the City.
- B. The City shall reject and refuse to pay for, any and all non-conforming services.
- C. Nothing in this section shall limit or restrict the warranty and remedy obligations of the Service Provider specified in the Standard Maintenance Service Agreement.

2.2-6 LICENSES REQUIRED FOR DURATION OF AGREEMENT

- C-27 Landscape Service Provider License
- City of Morgan Hill Business License
- Qualified Applicator License (includes Santa Clara County Registration)
- Registered with the California Dept. of Industrial Relations as a Public Works Service Provider (PWC)

2.2-7 SAFETY

Safety provisions shall conform to Cal-OSHA Safety Orders, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations in performing the work under this Agreement. Where any of these are in conflict, the more stringent requirement shall be followed. The Service Provider's failure to thoroughly familiarize themselves with the aforementioned safety provisions shall not relieve them from compliance with the obligations and penalties set forth therein.

The Service Provider shall develop and maintain for the duration of the Agreement, a safety program that will effectively incorporate and implement all required safety provisions. The Service Provider shall

appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

2.2-8 RESPONSE

Service Provider's supervisors shall be immediately available at all times when Service Provider employees are working on sites, must be available from 7:00 am to 10:00 pm each day via telephone, and must respond to an emergency situation/major discrepancy in the Agreement within two (2) hours of initial contact.

2.2-9 QUALIFIED SERVICE PROVIDER SUPERVISION

All of Service Provider's supervisors must be qualified, proficient in English, trained and capable of providing adequate supervision and direction to all Service Providers' employees and must demonstrate verbal and written communication skills sufficient for the work required herein.

2.2-10 SERVICE PROVIDER'S EMPLOYEES

Only Service Provider's employees or Subcontractor's employees are allowed on City premises where work is being performed. The City shall have the right to have Service Provider remove from assignment to City facilities such Service Provider and/or Subcontractor's employees as shall be deemed incompetent, careless, insubordinate, or in any way objectionable, or any personnel whose actions may be contrary to the public interest or inconsistent with the best interest of the City. Service Provider's employees and Subcontractor's employees shall not smoke tobacco on any City property.

2.2-11 EMPLOYER PROVIDED UNIFORMS

The Service Provider shall provide each of its employees with uniforms. Uniform apparel shall be kept neat, clean, and in good repair. All uniforms shall include the Service Provider's name and logo. Service Provider and Subcontractor's personnel shall wear uniforms at all times.

2.2-12 SERVICE PROVIDER'S EQUIPMENT

The on-site supervisor shall ensure that all Service Provider-supplied equipment is in good working order. Any damaged equipment or equipment in need of repair shall be removed from the site. Service Provider shall be responsible for any damage to the work sites, City or private property, or any injuries caused by Service Provider's equipment or personnel.

2.2-13 LOCKS AND KEYS

The Service Provider shall be responsible for the series of keys assigned to it and shall assign these keys to its personnel for use in maintaining the facilities. The Service Provider shall properly use and keep safe all keys or locks issued by the City to the Service Provider.

The Service Provider shall report all lost or stolen keys or locks to the City within twenty-four (24) hours of discovery. The Service Provider shall reimburse the City for the total cost of replacement keys and/or locks that have been lost.

Upon termination or cancellation of the Agreement, the Service Provider shall immediately return all keys, cards, remotes, etc., to the City. The Service Provider shall reimburse the City for the total cost of lost items.

2.2-14 VANDALISM AND ACCIDENTAL DAMAGE

City assumes responsibility for the cost of repairing or replacing appurtenances significantly damaged by persons other than the Service Provider or its agents. Vandalism or accidental damage repair costs shall be based on unit costs submitted by Service Provider in the proposal or on time and materials quotes for work not called out in the proposal. Service Provider shall be responsible for reporting damage to City and repairing or replacing all appurtenances damaged by Service Provider or Service Provider's agents.

2.2-15 WATER MANAGEMENT PROGRAM

Each month, the Landscape Maintenance Service Provider must provide to the City a report of irrigation controller settings for the current month in electronic format. This report will include the following information:

- A. All irrigation programs set on controllers.
- B. Irrigation schedule start times for each irrigation program.
- C. Irrigation run days for each irrigation program.
- D. Irrigation cycle length, in minutes for each station in an irrigation program.
- E. Number of repeat cycles for each station in an irrigation program.

All required scheduling and operation of the automatic irrigation controllers reflecting weather changes and water needs will be covered under this Agreement. Service Provider shall make all adjustments and setting of automatic controllers to establish frequency and length of watering periods. Any malfunction of controllers must be reported to the City along with a proposal for correction with costs.

All systems shall be programmed as needed to maintain plants in a healthy, vigorous condition. The irrigation controller program is to be sufficient to keep the plant material healthy without excessive water use.

- A. Controller programs shall incorporate the following conditions: Meet City Water Management requirements
- B. Program around Park and Facility use and events
- C. Reflect actual evapotranspiration (E.T.) requirements
- D. Reflect actual requirements of soil and plants
- E. Eliminate runoff onto streets, sidewalks, and other non-target areas

The Water Management Program is designed to optimize park and landscape water usage through field testing and irrigation schedule development. Soil moisture levels can be compared to irrigation

schedules and plant water requirements to assist in responsible management of each park and landscape irrigation valve zone.

A. Irrigation Schedule Analysis:

The Service Provider will provide the City with the current month's irrigation schedules and monthly report on the required system check no later than the 10th day of the month. The irrigation schedules are analyzed by comparing the minutes of irrigation run time, plant water requirement and the level of environmental demand (evapotranspiration). Valve areas appearing to be over or under watered are to be further tested by the Service Provider as outlined below.

B. Soil Moisture Testing:

Valve areas suspected to be over or under watered should be tested by the Service Provider by removing a soil sample and testing the moisture content. Soil probing is conducted to determine soil moisture levels for automated overhead irrigation circuits.

C. Irrigation Base Schedule Development:

A monthly irrigation base schedule is developed based upon current controller settings and the feedback of moisture probing results. Adjustments are made at the controller either up or down where soil is found to be too dry or too wet. Once the Service Provider has the correct run times for any given month, the starting "base schedule" is acquired. Adjustments to the "base schedule" shall occur throughout the month to accommodate changes in area use and/or environmental changes to individual sites.

D. Drought Impact on Irrigation:

The Service Provider shall comply with all water use regulations and restrictions. In addition, Service Provider shall comply with City directed changes in irrigation in response to drought conditions.

E. Irrigation System Evaluation:

Annually the City will turn off all landscape water accounts November through March (if warmer than expected weather occurs this might be altered.) When accounts are turned back on in March each year the Service Provider shall perform a complete system check of every irrigation system. The Service Provider shall supply the City with a written report of every system as it is completed. Needed repairs shall occur throughout that same time period, and with the approval of the City, to ensure a fully operational system at the beginning of each spring. System evaluations of head, valves, quick couplers, etc. shall also occur monthly, at a minimum, March through November.

For any controller schedule or system check report not supplied by the 10th day of the current month by Service Provider in any month, a \$50.00 penalty per controller will be assessed.

City will provide all the water and electricity necessary for the Service Provider to perform the services except instances where excessive costs are incurred by the City due to waste or negligence by the Service Provider. If the City determines that excessive utility costs due to waste or negligence have occurred and are a result of Service Provider's actions, the City may withhold from payment to Service Provider those funds necessary to reimburse the City for these additional costs. If there is a difference of opinion between the City and the Service Provider as to the whether or not there has been waste due to the negligence of the Service Provider, the opinion of the City will prevail.

Irrigation system repair shall occur and be compensated as stated below.

- A. Irrigation system repair will be the responsibility of the Service Provider. All replacement materials are to be with new original types and models, unless a substitute is approved by the City. The Service Provider shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranties.
- B. Maintenance, repair, and replacement of malfunctioning sprinkler heads and quick couplers, including risers, swing joints, shall be included in the Service Provider's Schedule of Compensation. The Service Provider shall provide labor for the above items at no extra charge and shall bill the City for the required parts with a maximum mark up of 10% over cost.
- C. Maintenance and repair of valves, filters, valve boxes, batteries and wiring shall be covered in the Service Provider's Schedule of Compensation. The Service Provider shall provide labor for the above items at no extra charge and shall bill the City for the required parts with a maximum mark up of 10% over cost.
- D. Replacement of valves, filters, valve boxes, and wiring shall be considered "extra work" in their entirety. Decisions regarding repair versus replacement will be made by the Service Provider and the City jointly. In the event that there is a disagreement with regards to how to proceed, the City's choice will prevail.
- E. Repair and replacement of lateral lines, main lines, check valves, and controllers shall be considered "extra work" in their entirety.
- F. Repairs and replacements of any irrigation component or property damaged by the Service Provider or as a result of negligence, error, or omission by the Service Provider shall not be submitted to the City for payment and are the responsibility of the Service Provider.
- G. Repair and replacement of any irrigation components or property that is a result of vandalism, or unintentional damage, caused by the public shall be considered "extra work" in its entirety. All vandalized components must be presented to the City within one working day of the repair or replacement in order for the Service Provider to be compensated for the repair or replacement. If the vandalized components are not presented within one working day the Service Provider will be paid based on the above stated criteria for repair and replacement.
- H. When the Service Provider observes or is notified of water waste due to excessive overspray, overwatering for irrigation system malfunction, he/she shall respond within 24 hours. Repairs/adjustments shall be completed promptly to prevent damage to the landscape.

2.2-16 PLANT LOSS

It is one of the Service Provider's prime responsibilities to prevent loss of plants caused by pests, diseases, insects, soil conditions, nutrient, micro-climatic conditions, improper planting, or problems in irrigation.

Service Provider agrees to be continuously alert in locating and defining problems and agrees to exercise prompt and proper corrective action. A preliminary written report shall be submitted for major corrective problems not covered in the Agreement along with the costs.

Service Provider agrees to replace, at the Service Provider's cost, any dead, stunted, or damaged that are the result primarily of the Service Provider's negligence including, but not limited to, irrigation malfunctions that are not addressed within a reasonable amount of time based on environmental

conditions. Plants lost from Service Provider's negligence shall be replaced, at the Service Provider's expense, within thirty (30) days of discovery. Replacement plants shall be comparable in size to the lost plant up to a maximum size of a thirty-six (36) inch box, or if smaller, the size shall be approved by the City.

The Service Provider shall not be held responsible for plant losses due to maladies beyond the Service Provider's control; this includes, but is not limited to, disease or insect attack for which there is no legal recommended control, acts of vandalism, earthquakes, fires, storms, freezing/frost, and related events. Service Provider shall report all such conditions to the City in writing within seventy-two (72) hours of occurrence, and submit a proposal for the work or repairs along with the costs. The Service Provider shall obtain City's written permission/direction or authorization prior to proceeding with the work. Failure to notify the City within seventy-two (72) hours of occurrence will result in replacement at the Service Provider's cost as if the cause was Service Provider negligence.

The City shall approve all replacement plants that differ in species. However, it is agreed that replacing plants shall not be used by the Service Provider as a substitute for proper care. The City will consider Service Provider negligence a major breach of Agreement with full responsibility for costs and losses.

Dead plants and those in a state of decline shall be brought to the City's attention immediately and before removal. The City shall pay labor and material for plant replacement not caused by Service Provider negligence, as deemed by the City, on an actual time and material basis.

All new plant material and irrigation installations or repairs shall be guaranteed for a period of ninety (90) days for unhealthy plant installation and/or poor workmanship. Exceptions include damage or death of plant material due to wind or storm, or vandalism, theft, or other willful acts over which the Service Provider has no control. Existing plants shall be replaced by Service Provider if they die due to Service Provider's negligence. All replacement plants and materials shall be inspected and approved by City prior to installation.

At the end or termination of the Agreement, the City reserves the sole right to withhold final payment(s) in the amount necessary to replace any damaged or dying plant material that is a result of Service Provider negligence or to restore any site which is in a condition that is worse than when the Agreement was executed.

2.2-17 TURF AERATION

The Service Provider shall perform core aerations of turf (no mow areas excluded) as part of the base bid price stated in the Schedule of Compensation. Two (2) aerifications are required in all turf areas each year. Aeration plugs shall be properly destroyed so as to not pose a safety issue or interfere with the use of parks and facilities. The aeration schedule shall be coordinated with the City during the first month of the Agreement period. Additional turf aerations may be proposed, as "extra work" by the Service Provider, in order to meet the designated standard. All proposals, and costs, must be approved by the City prior to additional turf aerations occurring.

2.2-18 FERTILIZATION

The Service Provider will be responsible for performing all fertilizations of turf and landscape and shall be included in the base bid price stated in the Schedule of Compensation. The fertilization schedule shall be coordinated with the City during the first month of the Agreement period.

All turf areas (excluding no-mow) shall receive fertilizer applications four times per year. Approximate dates of these are April 1, June 1, September 1, and November 1. Turf is to be maintained in good condition with horticultural acceptable growth and color, and additional fertilization may be required as extra work. Variations to these dates may be required under individual circumstances. All fertilizer shall be approved by the City prior to application.

All shrub, groundcover and no-mow turf areas shall receive fertilizer applications two times per year. Approximate dates of these are March 1 and September 1. Intent is to maintain plants in good condition with horticultural acceptable growth and color. Variations to these dates may be required under individual circumstances. All fertilizer shall be approved by the City prior to application.

2.2-19 BARK AND MULCH

The Service Provider will be responsible for notifying the City when areas are in need of new bark or mulch. The City reserves the right to have the bark installed in any manner that it sees fit and by whomever it sees fit. In the event that the City requests that new bark or mulch be added by the Service Provider, it will be considered "extra work" in its entirety.

2.2-20 TREE PRUNING

The Service Provider shall prune trees for clearance as part of the base bid price stated in the Schedule of Compensation. Pedestrian clearance shall be eight feet (8') and vehicular clearance shall be fifteen feet (15'). Responsibility for structural grid pruning, weight reduction pruning, etc. shall not be contained in the base bid and will be considered "extra work". The City reserves the right to perform this work in any manner that it deems appropriate.

2.2-21 MOWING AND EDGING

Lawn mowing and edging shall be performed as needed to meet the City landscape standards. When lawns cannot be cut on the scheduled day due to rain, they must be cut as soon as weather and ground conditions permit. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree basins, poles, guy wires, irrigation & utility boxes, and any other object within or immediately adjacent to the lawn areas. Turf and plantings around sprinkler heads shall be trimmed to provide maximum water coverage. Trimming shall be done by power edgers or by hand, but in no case will herbicides be permitted without prior written approval. Clippings shall be removed from all adjacent walkways and other paved surfaces immediately after each mowing/edging.

Seed heads on no-mow turf shall be removed on an annual basis. No-mow turf shall be edged as needed to keep from encroaching on walls, fences, sidewalks, etc.

2.2-22 REFUSE DISPOSAL

All refuse and recycling materials are to be placed in the trash dumpsters and recycling containers located at the City of Morgan Hill Corporation Yard. Green waste is to be placed in bins provided by the City at the Bus Yard across the street from the Corporation Yard.

2.2-23 TRAFFIC CONTROL

Traffic control shall conform to the latest Caltrans Standards to ensure safe flow of traffic and safety of workers in traffic zones. All traffic control costs shall be included in the prices paid for the various Agreement items of work and no additional compensation will be allowed, therefore.

The Maintenance Manager shall be notified prior to any road closures. No traffic lanes on Dunne Avenue, Cochrane Road, Butterfield Blvd., Tennant Ave., or Monterey Road may be closed before 9:00 a.m. or after 3:00 p.m. without written permission from the Maintenance Manager. Access to driveways shall be maintained at all times.

When entering or leaving roadways which bear public traffic, the Service Provider's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The provisions in this section may be modified or altered if, in the opinion of the Maintenance Manager, public traffic will be better served, and work expedited. Such modifications or alterations shall not be adopted until approved in writing by the Maintenance Manager.

Section 2.3: Locations and Services Required

2.3-1 GROUP 1 – Parks Mowing and Edging:

In Group 1 the Service Provider shall provide complete turf mowing and edging services only at the following locations:

Group 1 Locations	Location	Year-Round Frequency
Community Park	171 W Edmundson Ave	Weekly (March thru Oct.); Bi-Weekly* (Nov. thru Feb.)
Galvan Park	17666 Crest Ave	Weekly (March thru Oct.); Bi-Weekly (Nov. thru Feb.)
Paradise Park	La Crosse Ave & Calle Enrique	Weekly (March thru Oct.); Bi-Weekly (Nov. thru Feb.)
Diana Park	505 Diana Ave	Weekly (March thru Oct.); Bi-Weekly (Nov. thru Feb.)
Howard Weichert Park	860 Via Del Castille	Weekly (March thru Oct.); Bi-Weekly (Nov. thru Feb.)
Nordstrom Park	E Dunne Ave & Murphy Ave	Weekly (March thru Oct.); Bi-Weekly (Nov. thru Feb.)
Jackson Park	16695 Trail Drive	Weekly (March thru Oct.); Bi-Weekly (Nov. thru Feb.)

*Bi-Weekly means every two weeks.

2.3-2 GROUP 3 – Arterial Medians and Miscellaneous Sites

In Group 3 the Service Provider shall provide complete landscape maintenance services as described in this document for the locations shown below. Minimum frequencies for trash & recycling material removal, litter removal, pavement and site furnishing cleaning frequencies are shown:

Group 3 Locations	Year-Round Frequency
Arterial medians	Biweekly**
Friendly Inn and Parking Lot	Weekly
El Dorado	Biweekly**
Sunrise Meadows	Biweekly**

** Bi-weekly means every two weeks.

2.3-3 GROUP 6 – Downtown

In Group 6 the Service Provider shall provide complete landscape maintenance services as described in this document for the locations below.

Group 6 Locations: Map #1 Downtown Parking Lots, Train Station, Parks,	Year-Round Frequency
Parking Lots (Area 1, 2, 3, 4)	Weekly
Train Station West of RR Tracks (Area 5)	Weekly
Community Demonstration Garden/County Courthouse (Area 6)	Weekly
3 rd Street Landscape Areas (between Monterey Road and Depot Street) (Area 7)	Weekly
4 th Street Landscape Areas (between Monterey Road and Depot Street) (Area 8)	Weekly
Railroad Park (Area 9)	Weekly
Third Street Creek Park (Area 10)	Biweekly (M/Th)*
Nob Hill Trail Park (Area 11)	Biweekly (M/Th)
Parking Garage Bioswale (Area 12)	Weekly

***Bi-weekly means every two weeks.**

Group 6 Locations: Map #2 Depot Street Landscape Areas	Year-Round Frequency
Parkway Areas	Weekly

2.3-4 Extra Work

Extra work for Groups 1, 3 & 6 must be preauthorized by Maintenance Services Manager or other designated City staff.

The Regular Time Labor Rate (including work truck and tools) and the Emergency After Hour Response Labor Rate (including work truck and tools) for extra work are stated in this Agreement's Exhibit B-Schedule of Compensation.

The equipment rates for spray equipment, tractor with implements, slit seeder, and mower are also stated in this Agreement's Exhibit B-Schedule of Compensation.

Section 2.4: Exhibits

Exhibit A: City of Morgan Hill Landscape Maintenance Standards

All landscaped areas shall be maintained to have a neat and well- tended appearance and to provide a safe environment for the general public at all times.

1. Turf

1.1. General Use Standard

- 1.1.1. All turf areas will support their designed uses
- 1.1.2. Turf will be healthy with an even and uniform surface, color, and soil moisture that benefits the plant without disrupting the user's experience. Turf will not exhibit bare spots. Turf will be pest-free. Shall be maintained in accordance with Turf Maintenance Section, Irrigation and Disease and Pest Control Section standards.

1.2. Turf Maintenance

- 1.2.1. Mowing
 - 1.2.1.1. Maintained Turf Height 2.5-3 inches
- 1.2.2. Edging - Complete site edging of trees, curbs, sidewalks, beds, buildings, sprinklers, valve boxes, meter boxes, etc., shall be performed to ensure that the site looks groomed and neat at all times.
- 1.2.3. Aeration - As needed to maintain standard. Minimum of two times per year.
- 1.2.4. Weeds - Turf will be weed free. (Excluding Group 2 Park Mowing)
- 1.2.5. Reseeding or Sod Replacement - Reseeding or sod replacement shall be done on an as needed basis to meet standards.
- 1.2.6. Fertilizer
 - 1.2.6.1. Fertilizer shall be applied to turf four (4) times per year. Additional applications may be required to maintain standard based on soil conditions.
 - 1.2.6.2. Fertilizer analysis will be determined based on plant needs.

2. Irrigation

2.1. General

- 2.1.1. Irrigation systems shall be checked as needed at each site to meet standards and conform to the City's conservation efforts and all applicable ordinances, regulations, and laws. All systems will comply with State and local laws regarding prevention and protection of the public water system. All controllers that are on the central system shall be used to their fullest programming capability.
- 2.1.2. Irrigation preventative maintenance system checks shall be done as needed; all zones will be checked for operation, and repairs made immediately. General inspections of turf and plant materials shall be done routinely for sign of stress or damage. Service Providers must provide the City with a monthly irrigation schedule for all controllers including verification that the controllers are on the central irrigation system. Repairs must be initiated within twenty-four (24) hours of discovery.
- 2.1.3. Water Usage & Scheduling
 - 2.1.3.1. Irrigation systems will deliver optimum water to each plant type at the lowest cost with maximum resource conservation.
 - 2.1.3.2. Water will be delivered primarily during non-use hours and not between 8:00 am and 5:00 pm.
 - 2.1.3.3. Each station shall be adjusted to meet the needs of the specific area unless authorized by the City, as well as, adjusted due to weather conditions.
 - 2.1.3.4. Supplemental day-time watering shall be performed as needed to maintain standard

3. Disease and Pest Control

- 3.1. Turf, trees and landscaping shall be disease and pest free. Any signs of stress or damage to trees, turf or planting materials and/or safety concern shall be addressed using an Integrated Pest Management Approach. Service Provider's work shall be in compliance with the City's Integrated Pest Management Program. (Exhibit I)

4. Shrubs, Ground Cover Areas

4.1. General Standard

- 4.1.1. Fertilization, irrigation and cultivation (when applicable) shall be adjusted to serve the requirements of the plant species.
- 4.1.2. Shall be maintained in healthy, attractive condition that lends variety and interest to the landscape.
- 4.1.3. Bark mulch shall be placed around and between plants and maintained on an as needed basis.
- 4.1.4. Removal and Replacement - All failed or damaged plant materials shall be removed and replaced, after City inspection, within thirty (30) days of notice. Replacement plant material shall be the same size and species as the damaged or failed plants, if possible. The City shall approve replacement of plant materials not meeting these specifications.
- 4.1.5. Litter and Debris Removal - All areas shall be maintained free of trash and debris.
- 4.1.6. Weed Control - Plant beds shall be free of weeds. Beds shall be weeded as needed to meet standard.
- 4.1.7. Trimming All shrubs shall be pruned as needed to meet the intent of the landscape design and have a neat appearance. Ground covers shall be edged as needed to keep plant growth from extending beyond curbs, onto sidewalks, buildings, and turf areas. Ground cover in medians shall not be allowed to extend beyond the curb or sidewalk. Pruning shall occur three (3) times per year or as plant material growth dictates to meet standard.

- 4.1.8. All hedge and shrub heights along fences and walls will be maintained at the height of the fence line or at an approved height.

5. Rose and Flower Beds

- 5.1. Shall be maintained in accordance with the standards listed in Shrubs, Ground Cover, and Mulch Areas.
- 5.2. Flowering plants shall be dead headed and trimmed on an ongoing basis so that wilted blossoms and other defects do not detract from the decorative nature of the plantings
- 5.3. Irrigation timers shall be coordinated with scheduled use, and maintained in compliance with Irrigation standards.

6. Trees

6.1. General Standards

- 6.1.1. Shall provide shade, wind breaks, sound attenuation, and otherwise enhance the park or landscape setting. Trees shall conform to the general shape and height of the species: significantly deformed specimens shall be removed after authorization.
- 6.1.2. Weed Control - Mechanical grass trimming around trees shall be accomplished in a way that will not scar the trunk in any way.
- 6.1.3. Trimming - Tree limbs shall be kept at a safe height for the users anticipated in the vicinity: Eight feet (8') for pedestrian clearance (including over turf areas) and fifteen feet (15') for vehicular street clearance.
- 6.1.4. Trees shall not exhibit broken or cracked limbs or other structural damage, and all suckers shall be removed.
- 6.1.5. Staking - Young trees shall be properly staked to assist in support until roots are firmly established, especially in wind prone areas. Once firmly established, stakes shall be removed with no protrusion above ground. Trees must be straight. Ties on the stakes shall be checked periodically to ensure they are adjusted properly. Tight or damaged ties or stakes shall be replaced or repaired.
- 6.1.6. Removal and Replacement - All damaged trees shall be removed and replaced, after authorization, and within thirty (30) days of notice. All replacement trees shall be the same size and species of tree as the damaged tree up to 36" box tree. If the tree cannot be matched, the City will determine an appropriate replacement species.

7. Paved Surfaces

- 7.1. Paved surfaces include areas topped with asphalt, concrete, brick and pavers.
- 7.2. Pathways, parking lots, tennis courts and other paved areas shall be free of sand, debris, leaves and litter so at no time it detracts from the look or safety of the area.
- 7.3. Sand and decomposed gravel shall be removed from sidewalks.
- 7.4. All surfaces shall be weed free.
- 7.5. No standing water from irrigation shall be permitted on pathways.
- 7.6. Surfaces shall be cleaned of all spills, gum, paint, chalk, dirt & debris.

8. Unpaved Walkways, Other Unplanted Areas

- 8.1. Unpaved surfaces include designated paths and trails with porous surfacing.
 - 8.1.1. All unpaved surfaces shall be free of leaves, weeds, debris, and litter so at no time it detracts from the look or safety of the area.

- 8.1.2. No standing water from irrigation shall be permitted on pathways.
- 8.1.3. Unpaved walkways shall be maintained in a safe, level, and smooth manner
- 8.2. Fencing, Walls - Notify City of any vandalism, defects, safety items within twenty-four (24) hours of discovery.

9. Playground Maintenance

- 9.1. Playgrounds shall be maintained two (2) times per week to ensure an even distribution of material across the surface.
- 9.2. Organic and non-organic debris shall be removed from all play areas immediately upon discovery.
- 9.3. The City shall be notified of any vandalism, defects, safety items as soon as possible and no more than within twenty-four (24) hours of discovery.

10. Litter Removal and Trash & Recycle Container Servicing

- 10.1. Trash and & recycling containers shall be emptied as needed when they are half full or more or have a foul odor at the time of service.
- 10.2. Site shall be free of all litter after each landscape service.

11. Site Furnishings (Benches, Tables, Trash Containers, Fountains, etc)

- 11.1. Site furnishings such as benches, tables, trash containers, drinking fountains, water features, bollards, etc. shall be inspected on a monthly basis for condition and defects.
- 11.2. Site furnishings shall be pressure washed and/or cleaned as needed to maintain in clean condition.
- 11.3. Hazardous debris shall be removed immediately upon discovery.
- 11.4. The City shall be notified of any vandalism, defects, and/or safety items within twenty-four (24) hours of discovery.

12. Downtown Parks

- 12.1 Nob Hill Trail Park: The selected Service Provider will be given vehicle access to Nob Hill Trail Park via a Service Provider's code to the keypad at the gate. The scope of work for Nob Hill Trail Park includes the maintenance of the landscape areas, litter control on the trails throughout the park, site furnishing cleaning, plant maintenance as noted in the planting and irrigation plans and weed abatement in the natural grass area. Please note that litter removal along the trail that goes up from Creek Park on the left side of Third Street from the East Third Street Bridge and then down Del Monte Avenue to Nob Hill Terrace will also be part of the scope of work.
- 12.2 Railroad Park : The scope of work for Railroad Park is landscape maintenance and litter control.
- 12.3 Third Street Creek Park: The scope of work for Third Street Creek Park is landscape maintenance and litter control.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Please see next page for attached breakdown of Schedule of Compensation Rates.

EXHIBIT B-SCHEDULE OF COMPENSATION
BRIGHTVIEW LANDSCAPE SERVICES, INC.
January 1, 2023 to December 31, 2024

Group 1: Park Mowing

Area	Monthly	# of months	Total Annual Amt
Community Park	\$ 1,664.00	12.00	\$ 19,968.00
Galvan Park	\$ 416.00	12.00	\$ 4,992.00
Paradise Park	\$ 416.00	12.00	\$ 4,992.00
Diana Park	\$ 145.00	12.00	\$ 1,740.00
Howard Weicert	\$ 216.00	12.00	\$ 2,592.00
Nordstrom Park	\$ 70.00	12.00	\$ 840.00
Jackson Park	\$ 85.00	12.00	\$ 1,020.00
GRAND TOTAL			\$ 36,144.00

Group 3: Medians and Misc. Sites

Area	Monthly Maintenance	Irrigation	Total Annual Amt
Arterial Medians	\$ 2,250.00	\$ 265.00	\$ 30,180.00
Friendly Inn & Parking Lot	\$ 243.00	\$ 35.00	\$ 3,336.00
El Dorado	\$ 55.00	\$ 15.00	\$ 840.00
Sunrise Meadows	\$ 229.00	\$ 48.00	\$ 3,324.00
GRAND TOTAL	\$ 2,777.00	\$ 363.00	\$ 37,680.00

Group 6: Downtown

Area	Monthly Maintenance	Irrigation	Total Annual Amt
Parking Lots (Areas 1, 2, 3, 4)	\$ 257.00	\$ 30.00	\$ 3,444.00
Train Station West of Railroad Tracks (Area 5)	\$ 170.00	\$ 20.00	\$ 2,280.00
Community Demonstration Garden/County Courthouse (Area 6)	\$ 257.00	\$ 30.00	\$ 3,444.00
3rd Street Landscape Areas (Area 7)	\$ 257.00	\$ 30.00	\$ 3,444.00
4th Street Landscape Areas (Area 8)	\$ 85.00	\$ 15.00	\$ 1,200.00
Railroad Park (Area 9)	\$ 346.00	\$ 40.00	\$ 4,632.00
Third Street Creek Park (Area 10)	\$ 346.00	\$ 40.00	\$ 4,632.00
Nob Hill Trail Park (Area 11)	\$ 346.00	\$ 40.00	\$ 4,632.00
Parking Garage Bioswale (Area 12)	\$ 80.00	\$ 15.00	\$ 1,140.00
Depot Street Parkway Areas (Map 2)	\$ 346.00	\$ 40.00	\$ 4,632.00
GRAND TOTAL	\$ 2,490.00	\$ 300.00	\$ 33,480.00

Annual Total for Contract Services

\$ 107,304.00

Two-Year Contract Services Amount

\$ 214,608.00

Two-Year Allocation for Extra Services @ \$30,000 per year

\$ 60,000.00

Grand Total for Two-Year Contract

\$ 274,608.00

Brightview Landscape -Groups 1, 3 & 6

Extra Services Rates

January 1, 2023 to December 31, 2024

Extra Work Category	Hourly Rates
<i>Regular Time Labor Rate including work truck and tools</i>	
Landscape Maintenance Laborer	\$ 50.00
Skilled Technician	\$ 70.00
Supervisor/Foreman	\$ 65.00
<i>Emergency/After Hour Response - Labor Rate including work truck and tools</i>	
Landscape Maintenance Laborer	\$ 75.00
Skilled Technician	\$ 105.00
Supervisor/Foreman	\$ 97.50
<i>Equipment</i>	
Spray Equipment	\$ -
Tractor with implements	\$ 100.00
Slit seeder	\$ 35.00
Mower	\$ -
<i>Supplies</i>	
% Mark up over costs	10%

EXHIBIT C
SCHEDULE OF PERFORMANCE

Maintenance services to be scheduled per Exhibit A-Scope of Services in coordination with the City Maintenance Manager or other designated City staff. Extra services to be coordinated with City Maintenance Manager or other designated City staff.

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Angie Gonzalez, Deputy City Clerk

APPROVED BY: City Manager

RECEIVE REPORT REGARDING UPCOMING 2023 COMMISSION VACANCIES PER MADDY ACT

RECOMMENDATION(S)

Receive report.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Supporting our Youth, Seniors, and Entire Community

Fostering a Positive Organizational Culture

Preserving our Community History

Enhancing Diversity and Inclusiveness

2022-2023 Strategic Priorities

Community Outreach, Engagement, and Messaging

REPORT NARRATIVE:

Government Code Section 54972 (Maddy Act) requires that before December 31st of each year, the City Council cause to be prepared a list of appointments to all ongoing boards, commissions, and committees that the City Council appoints. The list includes which terms will expire during the next calendar year with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

Chapter 2.22.010 - Master Provisions for Boards and Commissions of the Municipal Code established the following commissions: Planning Commission (PC); Parks and Recreation Commission (PRC); and the Library, Culture, and Arts Commission (LCAC). Chapter 2.22.010, Section B, states that: "Unless otherwise set forth, all members of boards, commissions and committees shall be residents of the city and shall continue to be residents of the city during their terms of office. Notwithstanding the foregoing, individuals who reside within the Morgan Hill Unified School District boundary and who do not otherwise reside in any city other than Morgan Hill may be appointed to boards, commissions and committees provided that no more than thirty percent of the members of any board, commission or committee shall be non-Morgan Hill residents."

Planning Commissioners with terms due to expire in 2023 are highlighted in the

attached “Local Appointment List.” The PC will have four (4) members with terms due to expire on June 1, 2023. No terms for the LCAC or PRC will expire in the 2023 calendar year.

COMMUNITY ENGAGEMENT:

This report serves to inform the public of the upcoming board, commission, and committee vacancies.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Per Resolution No. 7082, adopted by the City Council on December 17, 2014, this report is being presented as an informational item. The City Clerk’s Office will post the “Local Appointment List” in accordance with Government Code Section 54972.

FISCAL AND RESOURCE IMPACT:

The time necessary to prepare this report is accommodated in the Administrative Services Budget.

CEQA (California Environmental Quality Act):

Not a Project. This is an administrative activity that will not result in direct or indirect physical changes in the environment.

Chapter 2.22 - MASTER PROVISIONS FOR BOARDS AND COMMISSIONS*

Sections:

2.22.010 - Establishment of boards and commissions.

- A. There are established within the city the following boards and commissions:
 - 1. Planning commission;
 - 2. Parks and recreation commission;
 - 3. Library, culture and arts commission; and
 - 4. Disaster council.
- B. Unless otherwise set forth, all members of boards, commissions and committees shall be residents of the city and shall continue to be residents of the city during their terms of office. Notwithstanding the foregoing, individuals who reside within the Morgan Hill Unified School District boundary and who do not otherwise reside in any city other than Morgan Hill may be appointed to boards, commissions and committees provided that no more than thirty percent of the members of any board, commission or committee shall be non-Morgan Hill residents.
- C. Members shall be appointed by the mayor subject to approval of a majority vote of the city council and may be removed without cause by vote of any three members of the city council.
- D. The appointment terms of members may be extended, at the discretion of the city council, until such time as a successor member may be appointed and take office.
- E. Vacancies in the commission occurring other than by expiration of term shall be filled for the unexpired term in the same manner as original appointments.
- F. The members of the commission shall organize the commission and shall elect from its members a chair and vice-chair and such other officers as may be necessary in accordance with adopted city council policy.

(Ord. 1778 N.S. § 2 (part), 2006)

(Ord. No 1930 N.S., § 2, 4-22-2009; Ord. No. 1935 N.S., § 1, 6-3-2009)

2.22.030 - Clerk and secretary.

The city clerk or designate shall also act as clerk for each of the boards and commissions and shall have authority to sign any official notices and also to certify any resolution of the commissions or boards. The city council may appoint a person not a member of the commission or board to act as secretary of the

commission or board. The secretary shall keep a record of all proceedings of said board or commission, its resolutions, its findings and actions, which records shall be a public record and kept with the city clerk in the City Hall building.

(Ord. 1778 N.S. § 2 (part), 2006)

2.22.040 - Rules of procedure.

- A. The chair shall preside at all meetings of the board or commission. The vice chair shall assume the duties of the chair in the absence of or in case of inability of the chair.
- B. A majority of the members of the commission or board shall constitute a quorum for the transaction of business.
- C. Unless otherwise specified herein, each board or commission may adopt its own rules and regulations for the transaction of its business. Such rules shall be subject to approval of the city council before becoming effective.

(Ord. 1778 N.S. § 2 (part), 2006)

2.22.050 - Rules of attendance.

If any member is absent from three of any six consecutive regular board or commission meetings, unless such absence is with the permission of the chair, or vice chair in absence of the chair, expressed in the official minutes, the member's seat shall be deemed vacated. The city manager shall so notify the city council and the council shall take action to fill the seat within a reasonable period of time.

(Ord. 1778 N.S. § 2 (part), 2006)

2.22.060 - Meetings.

Unless otherwise specified, the commission shall hold regular meetings once every two months at a designated time and place which shall be fixed and determined by the commission and entered upon in its minutes. Special meetings of the commission may be called at any time by the chair or by a majority of the members of the board upon notice being given to all members of the board and to all news media at least twenty-four hours in advance of the meetings, as required by the laws of the state of California.

(Ord. 1778 N.S. § 2 (part), 2006)

(Ord. No. 1930 N.S., § 3, 4-22-2009)

2.22.070 - Compensation.

Members of the boards and commissions shall serve without compensation but may receive reimbursement for actual and necessary expenditures made or incurred in the performance of their prescribed duties in accordance with state law and the Municipal Code and policies of the city of Morgan Hill.

(Ord. 1778 N.S. § 2 (part), 2006)

2.22.080 - Effect.

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

(Ord. 1778 N.S. § 2 (part), 2006)

Chapter 2.32 - PARKS AND RECREATION COMMISSION*

Sections:

2.32.010 - Created.

There is established a new commission which is entitled the "Morgan Hill parks and recreation commission" to serve in an advisory capacity to the city council.

(Ord. 1778 N.S. § 4 (part), 2006)

2.32.020 - Membership—Terms of office.

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

For the first seven members appointed, the terms of three of the members shall expire on May 1, 1999, and the terms of four of the members shall expire on May 1, 2000. All new full term appointments after April 1, 2006 shall be for a period of four years.

(Ord. 1778 N.S. § 4 (part), 2006)

2.32.030 - Powers and duties.

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

- A. To hold hearings on matters pertaining to planning and development of parks, trails, recreation programs for all segments of the population, bicycle facilities, and capital expenditures related to parks, trails, recreational facilities, and bicycle facilities;
- B. To facilitate coordination of the efficient and effective use of recreation facilities by other public, private, and non-profit groups and organizations to city residents;
- C. To consider, formulate and propose fiscally prudent programs, activities, resources, plans and development designed to provide for, regulate, and direct the future growth and development of the parks facilities and recreation programming for the people of the city;
- D. To make investigations and reports for future acquisition of park sites;
- E. To review opportunities for joint use of recreation/parks, and storm retention/detention;
- F. To act on behalf of the city and function as the City of Morgan Hill Bicycle and Trails Advisory Committee;
- G. To conduct such other hearings as are necessary and in accordance with its own rules and regulations for the transaction of its business, or rules for conduct; and
- H. To report its decisions and recommendations relating to the above matters, in writing to the city council.

(Ord. 1778 N.S. § 4 (part), 2006)

(Ord. No. 1930 N.S., § 4, 4-22-2009)

Chapter 2.36 - PLANNING COMMISSION*

Sections:

2.36.010 - Created—Statutory authority.

The planning commission is established pursuant to the authority contained in Chapter 3 of Title VII of the California Government Code, entitled "Local Planning, " as existing or hereafter amended. Reference shall be made to said Chapter 3 for interpretation of this chapter.

(Ord. 811 N.S. § 1 (II-3-1), 1987)

2.36.020 - Membership—Terms of office—Vacancies.

- A. The city planning commission shall consist of seven members. Members of the planning commission shall serve the following terms:
1. In the year 1998, three members shall be appointed to serve terms ending June 1, 2001;
 2. The four members who were appointed in 1996 shall serve terms ending June 1, 1999;
 3. Thereafter, all terms shall be for four years and shall expire on June 1st.

(Ord. 1778 N.S. § 5, 2006; Ord. 1407 N.S. § 2, 1998; Ord. 1083 N.S. § 1, 1992; Ord. 811 N.S. § 1 (II-3-2), 1987)

2.36.030 - Meetings.

The commission shall hold regular meetings at least twice a month or as otherwise deemed necessary by the commission. All meetings of the commission shall be held in the city council chambers at City Hall or other location designated by minute order of the city council or at a location deemed necessary or appropriate by the planning commission.

(Ord. 1197 N.S. § 1 (part), 1994; Ord. 811 N.S. § 1 (II-3-3), 1987)

2.36.040 - Powers and duties.

The planning commission shall have the powers and shall perform all the duties conferred and imposed upon city planning commissions by the applicable provisions of Chapter 3 of Title VII of the Government Code of the state and, in addition, the planning commission shall:

- A. Perform all the functions assigned to the commission by the subdivision and zoning ordinances (Titles 17 and 18 of this code) of the city, and all general laws of the state of California;
- B. Serve as an advisory body to the city council on matters related to city growth and

- development and on such other matters as may be requested by the council;
- C. Promote public interest in and understanding of the subdivision and zoning ordinances of the city, and also of all master plans and other official plans and regulations pertaining to planning which have been approved officially by the city council;
 - D. Review and advise the city council on all proposed amendments to Title 17, Subdivisions, and Title 18, Planning and Land Use Regulations;
 - E. Approve or disapprove application for designation of cultural resources and historic districts pursuant to Chapter 18.75 of this code, or as amended;
 - F. Approve or disapprove permits sought to remove or demolish a cultural resource, cultural resource site or historic district pursuant to Chapter 18.75 of this code, or as amended.

(Ord. 1111 N.S. §§ 2, 3, 1992; Ord. 899 N.S. § 18, 1989; Ord. 811 N.S. § 1 (II-3-4), 1987)

Chapter 2.68 - LIBRARY, CULTURE AND ARTS COMMISSION

Sections:

2.68.010 - Created.

There is established a new commission which is entitled the "library, culture and arts commission" to serve in an advisory capacity to the city council.

(Ord. 1778 N.S. § 9 (part), 2006: Ord. 1374 N.S. § 1 (part), 1998)

2.68.020 - Membership—Terms of office.

The commission shall consist of seven members. Members shall not be officials or employees of the city, county library employees nor paid members of any organization receiving financial support from the city for library and art services.

(Ord. 1778 N.S. § 9 (part), 2006: Ord. 1559 N.S. § 1, 2002: Ord. 1407 N.S. § 5, 1998; Ord. 1382 N.S. § 1, 1998; Ord. 1374 N.S. § 1 (part), 1998)

2.68.030 - Powers and duties.

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

- A. To act in an advisory capacity to the city council in all matters pertaining to library, culture and arts in the community;
- B. To serve as a liaison between the city and the Santa Clara County library;
- C. To consult with private community groups supportive of library, culture and art programs and serve as a liaison between such groups and the city;
- D. To provide advice and recommendations regarding the adequacy of existing library facilities and operations;
- E. To look for opportunities for participation of artists and performers in city-sponsored activities, and ways to encourage community involvement in the arts;
- F. To work cooperatively with city boards and commissions and other public and private organizations in creating and promoting art and cultural programs and activities within the city;
- G. To coordinate and strengthen existing organizations in the arts and develop cooperation with regional organizations;
- H. To make recommendations to the city council regarding the funding of community art projects, including the search for private and public grants, and regarding the disbursement of revenues consistent with the needs of the community;
- I. To review and make recommendations to the city council upon all works of art to be acquired by the city, either by purchase, gift or otherwise, and exterior works of art installed in the city on public property;
- J. To recommend to the city council the adoption of such ordinances or policies as it may deem necessary for the administration and preservation of the arts and cultural development of the city;
- K. To perform such other tasks as may be expressly requested of it by the city council;

- L. To conduct such other hearings as are necessary and in accordance with its own rules and regulations for the transaction of its business, or rules for conduct; and
- M. To report its decisions and recommendations relating to the above matters, in writing to the city council.

(Ord. 1778 N.S. § 9 (part), 2006: Ord. 1374 N.S. § 1 (part), 1998)



17555 PEAK AVENUE MORGAN HILL CALIFORNIA 95037

general@morganhill.ca.gov

POSTED ON November 17, 2022 PER MADDY ACT

LOCAL APPOINTMENTS LIST

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

LIBRARY, CULTURE & ARTS COMMISSION

(Four Year Term)

Meets monthly to serve as a liaison with the County Library, advise the City Council and City staff on culture and art related projects and programming, and support efforts to initiate art and cultural events in the community.

<u>Date Appointed</u>	<u>Name</u>	<u>Term Expires</u>
July 22, 2020	Emily Borchers	April 1, 2026
June 6, 2018	Poonam Chabra	April 1, 2024
July 22, 2020	Patrice Lyn	April 1, 2026
March 20, 2019	Suman Ganapathy	April 1, 2024
May 3, 2017	Katie Khera	April 1, 2024
May 4, 2022	Cindy Blanton	April 1, 2026
April 21, 2021	Amanda Santiago	April 1, 2024

PARKS & RECREATION COMMISSION

(Four Year Term)

Meets monthly to make recommendations regarding the planning and development of parks, cultural facilities and recreation programs.

<u>Date Appointed</u>	<u>Name</u>	<u>Term Expires</u>
May 4, 2022	Harpreet Vittal	April 1, 2026
February 21, 2018	Maureen Grzan-Pieracci	April 1, 2026
May 4, 202	Shweta Maniar	April 1, 2026
February 17, 2016	Richard Scott	April 1, 2024
July 22, 2020	David Lovato	April 1, 2024
May 4, 1998	Craig C. van Keulen	April 1, 2026
July 22, 2020	John Moniz	April 1, 2024

PLANNING COMMISSION

(Four Year Term)

Meets twice monthly to advise on matters related to City growth and development.

<u>Date Appointed</u>	<u>Name</u>	<u>Term Expires</u>
July 15, 2015	Liam Downey	June 1, 2023
May 3, 2017	Mohammad Habib	June 1, 2025
August 3, 2022	James Wilson	June 1, 2025
April 17, 2019	Malisha Kumar	June 1, 2025
January 28, 1989	Joseph Mueller	June 1, 2023
March 2, 2022	Paul Lake	June 1, 2023
April 25, 2007	Wayne Tanda	June 1, 2023

Note: Yellow Highlighted Commissioners have terms expiring in 2023

RESOLUTION NO. 7082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL, ACCEPTING THE CITY CLERK'S REPORT ON UPCOMING 2015 COMMISSION VACANCIES, DIRECTING THE CITY CLERK TO PREPARE A "LOCAL APPOINTMENT LIST" OF ALL ONGOING BOARDS, COMMISSIONS AND COMMITTEES APPOINTED BY THE CITY COUNCIL, AND THAT THE LIST OF APPOINTMENTS TO BE POSTED ACCORDING TO LAW PRIOR TO DECEMBER 31, 2014 AND PRIOR TO EVERY DECEMBER 31, THEREAFTER

WHEREAS, the "Maddy Act" was enacted to maximize public awareness of local appointments made by the City Council; and

WHEREAS, the Maddy Act takes into consideration a vast and largely untapped reservoir of talent which exists among the citizenry that all too frequently are not aware of the opportunities for participation on local regulatory and advisory boards and commissions; and

WHEREAS, in accordance with Government Code Sections 54972, the City Council shall cause to be prepared a list of appointments (Local Appointment List) of all ongoing boards, commissions and committees that are appointed by the City Council; and

WHEREAS, the "Local Appointment List" is to include the terms due to expire during the next calendar year with the name of the incumbent appointee, the date of appointment, the date the term expires, and the necessary qualifications for the position.

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

SECTION 1. Pursuant to Government Code 54972, the City Council directs the City Clerk to prepare the "Local Appointment List" to include all the information required by law.

SECTION 2. That the City Clerk, or his/her designee, is directed to post the "Local Appointment List" according to law prior to December 31, 2014 and every December 31 thereafter.

SECTION 3. That the City Clerk shall forward to the City Council the "Local Appointment List," as an informational report.

SECTION 4. That City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED AND ADOPTED by the City Council of the of the City of Morgan Hill
at a Regular Meeting held on the 17th day of December 2014 by the following vote:

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

ATTEST:



IRMA TORREZ
City Clerk



STEVE TATE, Mayor

∞ **CERTIFICATION** ∞

I, **Irma Torrez, City Clerk of the City of Morgan Hill, California**, do hereby certify
that the foregoing is a true and correct copy of Resolution No. 7082, adopted by the City Council
at the meeting held on December 17, 2014.

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

DATE: 1/15/2015



IRMA TORREZ, City Clerk



17575 PEAK AVENUE MORGAN HILL CALIFORNIA 95037
general@morganhill.ca.gov

POSTED ON _____, 2014 PER MADDY ACT

LOCAL APPOINTMENTS LIST

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

LIBRARY, CULTURE & ARTS COMMISSION

(Two Year Term)

Serves as liaison with the County Library and meets monthly to advise on the adequacy of library services.

<u>Date Appointed</u>	<u>Name</u>	<u>Term Expires</u>
January 13, 2011	Susan Brazelton	April 1, 2015
May 16, 2012	Loren Burks-Winzeler.	April 1, 2016
September 17, 2014	Cecilia Clark	April 1, 2015
April 16, 2014	Judith Cowan	April 1, 2016
April 16, 2014	Bill Haskell	April 1, 2016
April 25, 2007	Tim Hennessey	April 1, 2015
April 16, 2014	Paul Lake	April 1, 2016

PARKS & RECREATION COMMISSION

(Four Year Term)

Meets monthly to make recommendations regarding the planning and development of parks, cultural facilities and recreation programs.

<u>Date Appointed</u>	<u>Name</u>	<u>Term Expires</u>
November 7, 2007	Martin Cheek	April 1, 2016
April 16, 2014	LaRene Green	April 1, 2018
May 16, 2012	Matthew Kelly	April 1, 2016
April 26, 2006	Kimberly Leiser	April 1, 2018
October 2, 2013	Ronald Locicero	April 1, 2018
April 16, 2014	Mary Seehafer	April 1, 2016
May 4, 1998	Craig C. van Keulen	April 1, 2018
<i>School District Liaison</i>	Bob Benevento	N/A
<i>Ex-Officio Member:</i>		

PLANNING COMMISSION

(Four Year Term)

Meets twice monthly to advise on matters related to City growth and development.

<u>Date Appointed</u>	<u>Name</u>	<u>Term Expires</u>
May 18, 2011	John Kim KcKay	June 1, 2017
February 9, 2005	Susan Koepp-Baker	June 1, 2015
February 5, 2014	Zenon Komarczyk	June 1, 2015
January 28, 1989	Joseph Mueller	June 1, 2015
September 1, 2014	Michael Orosco	June 1, 2017
May 16, 2012	Rene Angelo Spring	June 1, 2017
April 25, 2007	Wayne Tanda	June 1, 2015

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Matthew Mahood, Economic Development Director

APPROVED BY: City Manager

ADOPT RESOLUTION OF FORMATION TO FORM THE MORGAN HILL PROPERTY AND BUSINESS IMPROVEMENT DISTRICT (MHPBID)

RECOMMENDATION(S)

1. Open/close public hearing;
2. At the close of the public hearing, order the tabulation of ballots; and
3. If ballots in support of MHPBID formation exceed ballots in opposition to MHPBID formation, adopt resolution forming the MHPBID.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Enhancing Public Safety

2022-2023 Strategic Priorities

Economic Development

Guiding Documents

Economic Blueprint

Morgan Hill 2035 General Plan

Vision Zero

REPORT NARRATIVE:

Background:

The Morgan Hill Property Business Improvement District (MHPBID) is a benefit assessment district whose main goal is to provide improvements and activities which constitute and convey a special benefit to assessed parcels. This approach has been used successfully in other cities throughout the country to provide special benefits to property owners, namely increased sales, attraction of new tenants, increased occupancies, and specifically increased property values. There are over 100 PBIDs throughout California and upwards of 1,500 throughout the country.

Over the last six months, City staff has been working alongside Civitas Advisors and a Downtown Property Owners Steering Committee on the creation of the Management

District Plan, the PBID assessment formula, and the Owners' Association formation. In addition to working with the Steering Committee, an extensive outreach effort has been underway to connect with all 59 Downtown property owners. The outreach included one-on-one meetings, mailers, and an in-person meeting held on September 19, 2022.

On September 28, 2022, the City Council approved the Resolution of Intention to Form the Morgan Hill Property and Business Improvement District and authorized the City Manager to sign the ballot and other related documents for all City-owned properties in support of the formation of the Morgan Hill Property and Business Improvement District.

On September 29, 2022, City staff mailed formal PBID ballots to all Downtown Property Owners within the Assessment District. Completed PBID ballots are being returned to the City Clerk in a sealed envelope. On November 16, 2022, once the PBID Formation hearing is opened by the City Council, the ballots will be opened and the results will be reported by the City Clerk. The PBID formation requires that a majority (51%) of the returned ballots from Downtown property owners be in support of approving the assessment and District formation.

Management District Plan

The MHPBID will be governed in accordance with a written Management District Plan (Attachment 1), pursuant to Streets and Highways Code Section 36622. The Management District Plan includes the proposed boundary of the MHPBID, a service plan, assessment methodology, budget, proposed means of governance, and Engineer's Report. The MHPBID includes parcels north of Dunne, east of Del Monte, south of Main, and west of Butterfield, as shown on the map in the Management District Plan. Within the District, there are 98 properties owned by 59 individual property owners, of which three (3) are non-profit organizations. Single family, multi-family, vacant land, and open space properties are not subject to the assessment.

The MHPBID will have a five (5) year life beginning January 1, 2024, or as soon as possible thereafter, through December 31, 2028, or five (5) years after the start date. Once per year, beginning on the anniversary of the MHPBID formation, there is a 30-day period in which property owners paying more than 50% of the assessment may protest and initiate proceedings to terminate the MHPBID.

As provided by State Law, the MHPBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Santa Clara (County). Parcels which do not receive property tax bills will be invoiced by the County. Property tax bills are generally distributed in the fall, and payment is expected by lump sum or installment. The County of Santa Clara shall distribute funds collected to the City of Morgan Hill which shall forward them to the MHPBID. Existing laws for enforcement and appeal of property taxes, including penalties and interest, apply to the MHPBID assessments. The City shall be paid an administration fee to cover its costs of collection and administration.

The MHPBID proposed assessment rate (cost to the parcel owner) is based on parcel type and square footage, and in some cases, linear frontage. The initial annual

assessment rate applied to commercial parcels will be \$0.10 per square foot per year. The three non-profit parcels will be issued a reduced assessment of \$0.04 per square foot per year. Frontage rates are applied to high traffic areas and parcels fronting Monterey Rd., Depot St., and East 3rd St. Frontage rates are applied based on a parcel's linear frontage. Commercial parcels will be assessed at \$5.00 per linear foot of frontage and non-profit parcels will be assessed at a reduced rate of \$2.00 per linear foot of frontage. City parcels will be assessed at the commercial rate. Assessment rates may be subject to an increase of no more than three percent (3%) per year.

The Management District Plan has been revised since it was last introduced during the Resolution of Intention hearing. The budget has been updated to reflect the most recent parcel information from the previous estimation of \$282,680.72 to \$249,356.52. The Engineer's Report and all calculations in the Management District Plan have been re-calculated using the new budget. As a result of this update, the City's revised annual contribution would be \$108,155.50, reduced from the original assessment of \$134,991.70.

In addition to the assessed funds, the MHPBID is required to secure an annual non-assessment fund of approximately \$35,283.44. These monies are outside the assessment and can be secured through grants, event revenue, and/or donations. Furthermore, an update to the annual report requirements has been made in the Management District Plan. In addition to the requirements of Streets and Highways Code §36650, a copy of the previous year's accepted federal and state tax filings must be submitted as part of the annual report.

MHPBID District Management

The MHPBID shall be governed by the Downtown Morgan Hill Improvement District (DMHID) Board, with oversight from the Morgan Hill City Council. DMHID, shall serve as the Owners' Association described in the Streets and Highways Code §36612. DMHID will be formed as a new 501(c)(6) not-for-profit organization. The DMHID Board of Directors and its staff are charged with the day-to-day operations of the MHPBID. The Owners' Association is charged with managing funds in accordance with this Management District Plan and must submit an annual report to the City. The DMHID Board of Directors will include representation of Downtown property owners, business owners, residents, and the City. The proposed structure of the Board includes up to two City seats similar to the Visit Morgan Hill (TBID) Board of Directors. DMHID will assist in administering the approximate \$106,000 remaining funds from the previous PBID assessment in accordance with the previous PBID Management District Plan. In addition to managing the District's property assessments, the Owners' Association will also have the responsibility to manage and source non-assessment funding in the form of grants, corporate sponsorships, event income, and other miscellaneous funds.

Article V - Directors

The proposed articles of incorporation for the Downtown Morgan Hill Improvement District (DMHID) Board requires a five (5) to nine (9) person Board, serving a minimum of a three (3) year term. The board shall have at a minimum three (3) Directors representing property owners paying the assessment within the District, two (2)

Directors from the City of Morgan Hill staff members representing Public Services and Economic Development; and up to four (4) Directors that may represent a combination of property owners, business owners, or community residents within the District.

Members from the Steering Committee that have been working alongside staff to form the business district have agreed to serve on the initial DMHID Board of Directors. The steering committee meets the representation requirements outlined in the DMHID bylaws.

After the District is formed, the DMHID Board of Directors will call for nominations from eligible property owners, business owners, or community residents within the District; and then conduct interviews to select and approve the 2 remaining open board seats.

MHPBID Formation Process

September 28, 2022 RESOLUTION OF INTENTION HEARING (**COMPLETED**)

Upon the submission of a written petition, signed by the property owners in the proposed MHPBID who will collectively pay more than 50 percent (50%) of the assessments proposed to be levied, the City Council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district.

Petition Status: Petitions in favor of district formation were submitted by 26 property owners, which represent 87.45% of the total MHPBID assessment. This majority petition allowed the Council to initiate proceedings for MHPBID formation at the September 28, 2022 meeting.

September 29, 2022 NOTICE & PROPOSITION 218 BALLOT (**COMPLETED**)

The Property and Business Improvement District Law of 1994 and Proposition 218 require the City to mail written notice and assessment ballots to the owners of all property proposed to be assessed within the MHPBID. Mailing the notice and assessment ballot starts a mandatory forty-five (45) day period in which owners may cast ballots.

November 16, 2022 FINAL PUBLIC HEARING

The City Council will open a public hearing and receive public testimony. At the end of testimony, Council will close the public hearing and direct tabulation of assessment ballots returned, and not withdrawn, to determine whether there is a majority protest against the assessment. A majority protest exists if the ballots returned in opposition to the proposed assessment outweigh the ballots returned in support of the proposed assessment, weighted by the amount of the assessment each individual owner will pay. If there is no majority protest, the Council may adopt a resolution declaring the results of the majority protest proceedings and forming the MHPBID.

COMMUNITY ENGAGEMENT:

Inform/ Involve/ Collaborate

- In November and December 2021, City staff engaged Downtown property owners to gauge interest in a Downtown PBID formation. A survey of needs and wants identified the top issues property owners would like to see addressed,

including safety, maintenance, and beautification.

- City staff conducted three Steering Committee Meetings with Downtown property owners and City staff to develop the Management District Plan.
- City staff has reached out to all 59 Downtown property owners, and we have been in direct communication with 36 property holders in the Downtown District.
- In July and August 2022, City staff provided updates to the Morgan Hill Downtown Association on the process and status of the PBID formation.
- On August 18, 2022, City staff mailed PBID awareness and marketing materials to every assessed Downtown property owner.
- On September 7, 2022, City staff presented an update on the PBID formation process to the Morgan Hill Chamber of Commerce.
- On September 19, 2022, City staff conducted an outreach meeting, inviting all Downtown Property Owners to participate.
- On September 29, 2022, City staff mailed formal PBID ballots to all Downtown Property Owners within the Assessment District.

ALTERNATIVE ACTIONS:

The City Council may provide alternative direction for staff or choose not to adopt the resolution, resulting in the City not establishing the Property Based Improvement District. Staff does not recommend this option.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On September 28, 2022, the City Council approved the Resolution of Intention to Form the Morgan Hill Property and Business Improvement District; and authorized the City Manager to sign the ballot and other related documents for all City-owned properties in support of the formation of the Morgan Hill Property and Business Improvement District.

On March 2, 2022, the City Council approved and authorized the City Manager to execute and administer a consulting agreement with Civitas Advisors to form a Morgan Hill Downtown Property Business Improvement District. During that time, City Council also gave direction to the City Manager to sign the MHDPBID petition, indicating the City's support of the PBID formation.

On January 19, 2022, the City Council directed staff to bring forward a consulting contract to implement a Property Based Improvement District (PBID) for Downtown.

In July 2017, the City Council adopted the Economic Blueprint which identified the reestablishment of a PBID as action item # 21, and reads as follows: "Downtown needs continual care and nurturing. Unlike shopping centers that have one or a limited number of owners, Downtowns are comprised of multiple property and business owners, making it complicated to care for the Downtown business district. Often, property owners or business associations need to come together to collectively promote and enhance the Downtown. The City should work with the Downtown property owners and Downtown

businesses to create a Business Improvement District (BID) to Support Downtown Improvements and Programming (Action #21)."

In 2006, the City of Morgan Hill worked with the Downtown property owners to establish a Property Based Improvement District (PBID) and entered into an agreement with the Morgan Hill Downtown Property Business Improvement District (MHDPBID) non-profit to govern the district. In 2011, the PBID was renewed for an additional five years, after receiving approval by the Downtown commercial property owners. The PBID assessments were used to fund capital improvements, pedestrian security and safety, economic development, marketing, and to support public policy and advocacy. In July 2013, the City Council terminated the PBID management agreement due to a lapse in MHDPBID's tax-exempt corporation status. The incurred tax liability was eventually resolved. The prior non-profit will be dissolved and replaced with a new 501c6 owner's association formed to manage the MHPBID moving forward.

FISCAL AND RESOURCE IMPACT:

There is no immediate financial impact.

If the MHPBID formation is successful, then the City's annual contribution would be \$108,155.50 for the first year of operation, beginning in Fiscal Year 2023-2024. While the City will need to contribute to the PBID, the City may have the opportunity to save on current one-time expenses by having the PBID fund these types of project expenses in the future.

Following the MHPBID formation, the City will be required to enter into a contract with the Owners' Association for the collection and distribution of the funds. The City will be paid two percent (2%) of the amount of assessment collected to cover its costs of collection and administration. Through this contract the City can stipulate the repayment of the commitments made by the Downtown property owners, including repayment of the costs associated with the creation of the MHPBID (\$64,500).

CEQA (California Environmental Quality Act):

Not a Project

Pursuant to CEQA, organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are therefore exempt activities.

2024-2028



MORGAN HILL PROPERTY AND BUSINESS IMPROVEMENT DISTRICT MANAGEMENT DISTRICT PLAN AND ENGINEER'S REPORT

*Prepared pursuant to the Property and Business Improvement
District Law of 1994, Streets and Highways Code section 36600*

October 18, 2022

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I. OVERVIEW

Developed by a growing coalition of property owners, the Morgan Hill Property and Business Improvement District (MHPBID) is a benefit assessment district whose main goal is to provide improvements, maintenance, and activities which constitute and convey a special benefit to assessed parcels. This approach has been used successfully in other cities throughout the country to provide special benefits to property owners, namely increased sales, attraction of new tenants, increased occupancies, and specifically increased property values. As required by state law, property owners have created this Management District Plan (Plan) to form the MHPBID.

Location: The MHPBID includes parcels north of Dunne, east of Del Monte, south of Main, and west of Butterfield, as shown on the map in Section IV.

Purpose: The purpose of the MHPBID is to provide improvements, maintenance, and activities which constitute and convey a special benefit to assessed parcels. The MHPBID will provide Clean and Safe programs, Capital Improvements and Art Installations, Marketing and Special Events, and related Management and Administration directly and only to assessed parcels within its boundaries.

Budget: The MHPBID annual assessment budget for the initial year of its five (5) year operation is anticipated to be \$249,356.52. The annual assessment budget may be subject to an increase in assessment rates of no more than three percent (3%) per year. The assessment funds will be supplemented by non-assessment funds (such as grants and event income), so that the total budget for the initial year is estimated at \$284,639.96. The amount of non-assessment funds is the minimum amount necessary to pay for the general benefit provided by MHPBID programs. Further detail on the separation of special and general benefit is provided in Section VIII.

Cost: The assessment rate (cost to the parcel owner) is based on parcel type, parcel square footage, and in some cases, linear frontage. To determine a parcel's assessment, the applicable square footage and linear frontage rates in the table below is applied to the parcels within the MHPBID. Frontage rates are applied to parcels fronting East 3rd St, after Monterey Rd. intersection, Monterey Rd., and Depot St. Frontage rates are applied based on a parcel's frontage street. The initial annual assessment rates are shown below. Assessment rates may be subject to an increase of no more than three percent (3%) per year.

Parcel type	Square Footage Assessment rate (sq. ft.)	Linear Frontage Assessment rate (ln. ft.)
Commercial	\$0.10	\$5.00
Non-profit	\$0.04	\$2.00

Formation: MHPBID formation requires submittal of petitions from property owners representing more than 50% of the total assessment. The "Right to Vote on Taxes Act" (also known as Proposition 218) requires a ballot vote in which more than 50%

of the ballots received, weighted by assessment, be in support of the MHPBID formation.

Duration: The MHPBID will have a five (5) year-life beginning January 1, 2024, or as soon as possible thereafter, through December 31, 2028, or five (5) years after the start date. Near the expiration of the MHPBID, the petition, ballot, and City Council hearing process must be repeated for the MHPBID to be renewed.

Management: The Downtown Morgan Hill Improvement District (DMHID) will serve as the Owners' Association for the MHPBID. The Owners' Association is charged with managing funds in accordance with this Plan and must submit an annual report to the City.

II. IMPETUS

There are many benefits to the Downtown property owners to form the MHPBID, including:

1. **Downtown Morgan Hill has become a Destination for Residents and Visitors alike.**
While the City of Morgan Hill provides basic maintenance and repair in the Downtown district, the City's aging landscape infrastructure, City parks, and new parking garage all demand more attention. Additionally, an increase in use and visitor trips cause even greater wear and tear; increased demand on public safety, and increased outdoor dining requires enhanced sidewalk cleaning and more consistent litter abatement.

2. **Property Based Improvement Districts are good investments.**
Property Business Improvement Districts ensure there are adequate services for growing districts and support activities that local municipalities cannot or are not able to fund. The Downtown Morgan Hill business district is maturing and has become a growing sales tax producing district within the City.

In order to protect and grow this investment, and to support continued sales tax growth within the Downtown district, parcel owners must be partners in the process that determines the level and frequency of services, and how new improvements and projects are implemented. The MHPBID will allow these owners to lead and shape future services and improvements through the MHPBID.

3. **An Opportunity to Create a Private/Public Partnership with a Unified Voice for Downtown Morgan Hill.**

Because parcel owners would be investing financial resources through the MHPBID, they will be looked upon as a strong partner in negotiations with the City and other public agencies. This partnership will have the ability to leverage the parcel owners' investment with additional public and private investment in Downtown Morgan Hill.

4. **An Opportunity to Establish Private Sector Management and Accountability.**
Pursuant to an agreement with the City, a non-profit, private organization formed for the sole purpose of improving Downtown Morgan Hill will manage the services provided to the MHPBID. Annual MHPBID work plans and budgets are developed by a board composed of Downtown Morgan Hill property owners and stakeholders. Improvements and activities provided by the MHPBID are subject to performance standards, controls, and accountability.

III. BACKGROUND

The International Downtown Association estimates that more than 1,500 Property and Business Improvement Districts (PBIDs) currently operate throughout the United States and Canada. PBIDs are a time-tested tool for property owners who wish to come together and obtain collective services which benefit their properties.

PBIDs provide supplemental services in addition to those provided by local government. They may also finance physical and capital improvements. These improvements and activities are concentrated within a distinct geographic area and are funded by a special parcel assessment. Services and improvements are only provided to those who pay the assessment.

Although funds are collected by the local government, they are then directed to a private nonprofit. The nonprofit implements services and provides day-to-day oversight. The nonprofit is managed by a Board of Directors representing those who pay the assessment, to help ensure the services meet the needs of property owners and are responsive to changing conditions within the PBID.

PBIDs all over the globe have been proven to work by providing services that improve the overall viability of commercial districts, resulting in higher property values, lease rates, occupancy rates, and sales volumes.

The MHPBID will be established pursuant to a state law that took effect in January of 1995. The “Property and Business Improvement District Law of 1994,” which was signed into law by Governor Pete Wilson, ushered in a new generation of Property and Business Improvement Districts in California. Key provisions of the law include:

- Allows a wide variety of services which are tailored to meet specific needs of assessed properties in each individual PBID;
- Requires property owner input and support throughout the renewal process;
- Requires written support on both a petition and ballot from property owners paying 50% of proposed assessments;
- Allows for a designated, private nonprofit corporation to manage funds and implement programs, with oversight from property owners and the City;
- Requires limits for assessment rates to ensure that they do not exceed the amount owners are willing to pay; and
- Requires the PBID be renewed after a certain time period, making it accountable to property owners.

The “Property and Business Improvement Business District Law of 1994” is provided in Appendix 2 of this document.

IV. BOUNDARIES

The service area includes approximately 92 properties with 58 property owners. The MHPBID boundary is illustrated by the map below. A larger map is available on request by calling (916)437-4300 or (800)999-7781 or visit <https://www.choosemorganhill.com/mhpbid>.



V. SERVICE PLAN & BUDGET

A. Establishment

Property and business owners in Downtown Morgan Hill have been concerned about the need for coordinated supplemental services in the area for several years. City services and efforts in the area have been welcomed, but limited resources have not allowed for a more comprehensive approach to managing the Downtown and commercial area.

A service plan to provide special benefits to assessed properties was developed using several methods. A series of property owner meetings, a survey of property owners, and an analysis of current property conditions and needs were all conducted. The primary needs identified were: Clean and Safe programs, Capital Improvements and Art Installations, and Marketing and Special Events. The MHPBID can provide these services to the District and directly benefit the assessed parcels within its boundaries.

B. Improvements, Maintenance, and Activities

The MHPBID will provide supplemental improvements, maintenance, and activities that are above and beyond those provided by the City and other government agencies. None of the services to be provided by the MHPBID are provided by the City or other government agencies. The improvements, maintenance and activities will be provided directly and only to assessed parcels; they will not be provided to parcels that are not assessed. Each and every service is unique to the MHPBID, thus the benefits provided are particular and distinct to each assessed parcel.

1. Clean & Safe Programs

Safety and security services may include dedicated efforts to improve safety in Downtown. Programs may include installation of security cameras, additional Morgan Hill Police Department (MHPD) patrols, expanded MHPD Cadet Program services, or supplemental private security patrols. The patrol could serve as both a deterrent by creating a visible presence, and a respondent to incidences that occur. This program can offer concierge-type services to the Downtown visitors. The goal of the program is to increase usability of assessed parcels and address issues which discourage property owners, tenants, and customers from visiting assessed parcels, ultimately constituting and providing unique, special benefits to assessed parcels. These services may include, but are not limited to:

- Enhanced partnerships with local law enforcement to provide property and business owners direct communication with local law enforcement;
- A safety and patrol program to deter and report illegal street vending, illegal dumping, and street code violations. This program could address a myriad of quality-of-life problems including: public intoxication, panhandling, loitering, trespassing, and scavenging;
- A safety program may be implemented to improve day and evening safety in the MHPBID by controlling vagrancy, property damage, encampment, and petty crimes;
- Support crime prevention on assessed parcels by working closely with local law enforcement; and
- Respond and work to reduce nuisance behaviors which can deter tenants and customers on assessed parcels.

The Clean & Safe program will make the MHPBID cleaner, more accessible, and more attractive to potential tenants and customers, and a safer place to do business through enhanced maintenance services. A regular schedule would be established for most of the maintenance services. Some maintenance services could be provided on an as-needed basis, while others could be provided on a regular basis. Maintenance services may include, but are not limited to:

- Installation of decorative lights;
- Regular litter removal services, including garbage, debris, and leaves;
- Removal of bulky items and street sweeping services;
- On-demand graffiti removal services;
- Washing sidewalks adjacent to assessed properties on an as needed basis; and
- Maintenance of landscaping, including the trimming and planting of trees and flowers.

2. Capital Improvements and Art Installations

The Capital Improvements and Art Installation program may use a multi-faceted approach to planning, design, and management of public spaces in the MHPBID. MHPBID funds could be leveraged to create a unique sense of place, which may include ongoing installation and maintenance of the twinkle lighting on street trees, rooftop lighting, wayfinding signage, seasonal banners and enhanced parking lot and street lighting, parking lot maintenance, and other public space improvements. Capital improvements will be funded to make the MHPBID more accessible, inviting, and useable. Small-scale improvements may include landscaping features, trash receptacles, and art installations and/or removal of concrete benches and raised planters; these funds will also be leveraged to seek additional money for large-scale projects. In order to pay for large-scale improvements, this portion of the budget may be held in reserve until such time as the balance is sufficient to pay for the improvement.

3. Marketing and Special Events

Marketing and Special Events would be provided to create an image of the MHPBID as a single destination with a set of unique opportunities. Further, the marketing program garners positive media coverage of the MHPBID and its services and attempts to improve the overall image of the MHPBID. The program developed by the property owners will also include several tools to support the efforts of individual property owners and brokers to attract and retain tenants. The MHPBID will facilitate consistent and frequent communications with property owners and tenants. The marketing program may feature advertising, direct mail, special events and promotions designed to promote the assessed parcels, increase sales, and boost occupancy and lease rates.

4. Administration

The administration portion of the budget will be utilized for administrative costs associated with providing the activities and improvements for the MHPBID. These costs may include rent, telephone charges, legal fees, accounting fees, postage, administrative staff, insurance, and other general office expenses.

5. Contingency/Reserve

The budget also includes a prudent fiscal reserve. Changes in data, lower than anticipated collections, higher than expected program costs, and other issues may change the revenue and expenses. In order to buffer the MHPBID for unexpected changes in revenue, and/or allow the Owners' Association to fund other overhead or renewal costs, the reserve is included as a budget item. Should contingency

funds remain at the expiration of the MHPBID, and property owners wish to renew the MHPBID, the remaining funds may be used for the costs of renewal.

6. Collection Fee

The City of Morgan Hill will retain two percent (2%) of the assessment to cover its actual costs in collecting and administering the assessment.

C. Annual Assessment Budget

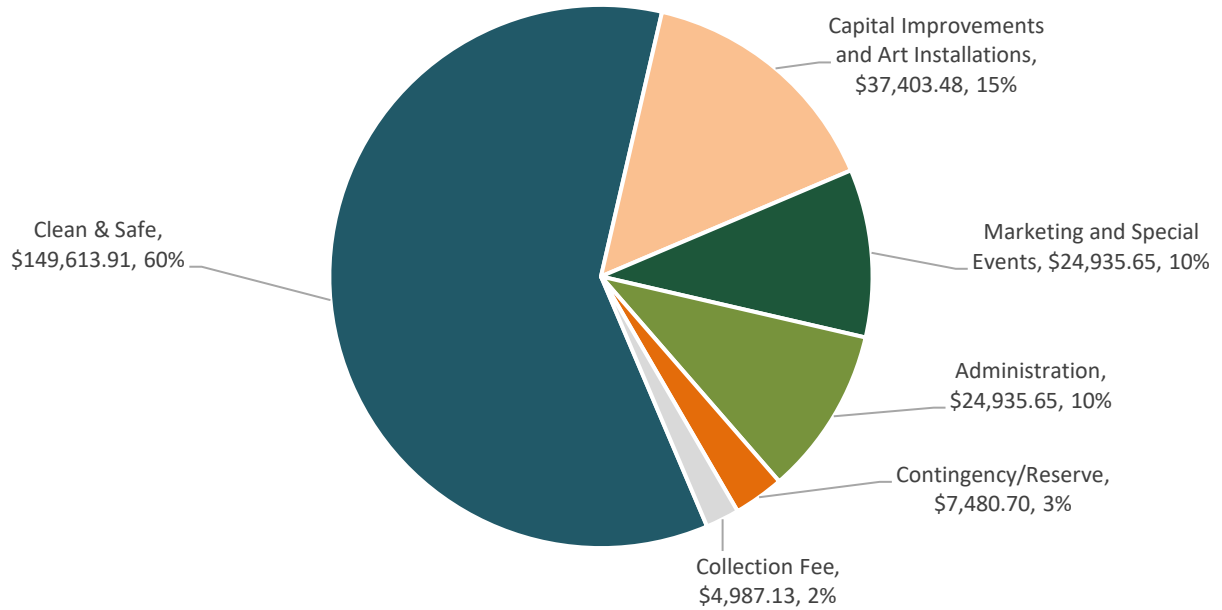
A projected five (5) year assessment budget for the MHPBID is provided below. The overall assessment budget shall remain consistent with this Plan. In the event of a legal challenge, assessment funds may be used to defend the MHPBID. The annual assessment budget is based on the following assumptions and guidelines:

1. The cost of providing improvements, maintenance, and activities may vary depending upon the market cost for those improvements, maintenance, and activities. Expenditures may require adjustment up or down to continue the intended level of improvements, maintenance, and activities.
2. The Owners' Association and their Board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. Any change will be submitted by the Owners' Association and submitted with the Annual Report.
3. Funds not spent in any given year may be rolled over to the next year.
4. The assessment rate may be subject to annual increases that will not exceed three percent (3%) per year. Increases will be determined by the Owner Associations' Board and will vary each year. The projections in the chart in Section E below illustrate the maximum annual three percent (3%) increase for all budget items.

D. Service Budget

The total improvements, maintenance, and activities assessment budget for 2024 that would be funded by property assessments is \$249,356.52. In addition to the assessment revenue, the programs will be supplemented by non-assessment funds. The total of non-assessment funds, and the determination of special and general benefit, is included in the Engineer's Report. The total of assessment and non-assessment funds is provided in Appendix 5. Below is an illustration of the estimated total assessment budget allocations for each budget category for the initial year of the five (5) year life of the MHPBID, rounded to the nearest dollar. Non-assessment funds may be shifted between budget categories as needed by the Owners' Association Board of Directors.

Total Assessment Budget: \$249,356.52



E. Annual Maximum Budget

The budget below assumes the maximum annual increase of three percent (3%) is enacted and that there are no changes to the categorical budget allocations.

Year	Clean & Safe	Capital Improvements & Art Installations	Marketing & Special Events	Administration	Contingency /Reserve	Collection Fee	Total
2024	\$149,613.91	\$37,403.48	\$24,935.65	\$24,935.65	\$7,480.70	\$4,987.13	\$249,356.52
2025	\$154,102.33	\$38,525.58	\$25,683.72	\$25,683.72	\$7,705.12	\$5,136.74	\$256,837.21
2026	\$158,725.40	\$39,681.35	\$26,454.23	\$26,454.23	\$7,936.27	\$5,290.85	\$264,542.33
2027	\$163,487.16	\$40,871.79	\$27,247.86	\$27,247.86	\$8,174.36	\$5,449.57	\$272,478.60
2028	\$168,391.78	\$42,097.94	\$28,065.30	\$28,065.30	\$8,419.59	\$5,613.06	\$280,652.97
Total	\$794,320.58	\$198,580.14	\$132,386.76	\$132,386.76	\$39,716.04	\$26,477.35	\$1,323,867.63

VI. ASSESSMENT RATE

A. Assessment Formula

Individual assessed parcels shall be assessed a rate according to each assessed parcel's proportionate special benefit derived from the services provided to each assessed parcel, as shown in the table below.

Parcel type	Square Footage Assessment rate (sq. ft.)	Linear Frontage Assessment rate (ln. ft.)
Commercial	\$0.10	\$5.00
Non-profit	\$0.04	\$2.00

B. Changes in Zoning, Ownership, Building Square Footage, or Parcel Size

If the zoning, ownership, building square footage, or parcel size within the MHPBID boundary changes during the term of the MHPBID, the assessment amount may be modified according to the assessment methodology detailed in this Plan that is applicable to the parcel. These changes may be a result of land adjustments (including but not limited to lot splits, consolidations, right away setbacks, etc.), new construction, new ownership, or changes in zoning.

C. Assessment Ballot and Public Notice

During the hearing process, an Assessment Ballot and a Public Notice will be sent to owners of each parcel in the MHPBID. The Assessment Ballot provides an estimated assessment. The final individual assessment for any particular parcel may change, up or down, if the parcel square footage or type differ from those used to calculate the amount shown on the Assessment Ballot. A list of parcels to be included in the MHPBID is provided in Appendix 1.

D. Time and Manner for Collecting Assessments

As provided by State Law, the MHPBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Santa Clara (County). Parcels which do not receive property tax bills will be invoiced by the County. Property tax bills are generally distributed in the fall, and payment is expected by lump sum or installment. The County of Santa Clara shall distribute funds collected to the City of Morgan Hill which shall forward them to the MHPBID. Existing laws for enforcement and appeal of property taxes, including penalties and interest, apply to the MHPBID assessments.

E. Bonds

Bonds shall not be issued.

VII. GOVERNANCE

A. Owners' Association

The MHPBID shall be governed by Downtown Morgan Hill Improvement District (DMHID) Board, with oversight from the Morgan Hill City Council. DMHID, shall serve as the Owners' Association described in the Streets and Highways Code §36612. The Board of Directors of the DMHID and its staff are charged with the day-to-day operations of the MHPBID.

A majority of the Board of Directors of the DMHID must be parcel owners paying the assessment. In addition, the Board of Directors must represent a variety of interests within the MHPBID and respond to the needs of all properties within the MHPBID.

B. Brown Act & Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act ("Brown Act") and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association must act as a legislative body under the Brown Act (Government Code §54950 et seq.). Thus, meetings of the Owners' Association Board of Directors and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act.

C. Annual Report

The Owners' Association shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 2). The annual report is a prospective report for the upcoming year and must include:

1. Any proposed changes in the boundaries of the MHPBID or in any benefit zones or classification of property within the district;
2. The improvements, maintenance, and activities to be provided for that fiscal year;
3. The estimated cost of providing the improvements, maintenance, and activities to be provided for that fiscal year;
4. The method and basis of levying the assessment in sufficient detail to allow each real property owner to estimate the amount of the assessment to be levied against his or her property for that fiscal year;
5. The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
6. The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this Plan.
7. A statement confirming that all required annual federal and state filings to ensure corporate good standing and to maintain tax-exempt status are completed and up-to-date.
8. A copy of the previous year's accepted federal and state tax filings.

VIII. ENGINEER'S REPORT

The MHPBID's parcel assessments will be imposed in accordance with the provisions of Article XIII D of the California Constitution. Article XIII D provides that "only special benefits are assessable,"¹ and requires the City to "separate the general benefits from the special benefits conferred on a parcel."² Special benefits are a "particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public-at-large."³ Conversely, a general benefit is "conferred on real property located in the district or to the public-at-large."⁴ Assessment law also mandates that "no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."⁵

The Engineer determined the total cost of the improvements and activities, quantified the general benefit accruing to the public-at-large and non-assessed parcels adjacent to and within the MHPBID, and separated that amount from the special benefit accruing to the assessed parcels. Then, the Engineer determined the proportional special benefit derived by each parcel and allocated the special benefit value of the improvements, maintenance, and activities accordingly. The Engineer's determinations and detailed calculations are summarized in this report.

A. Separation of General and Special Benefits

Each of the improvements and activities, and the associated costs and assessments within the MHPBID, were reviewed, identified, and allocated based on special and general benefits pursuant to Article XIII D of the California Constitution. The assessment has been apportioned based on the proportional special benefits conferred to the assessed parcels located within the MHPBID boundaries as determined below.

1. General Benefits

Unlike special benefits, which are conferred directly and only upon assessed parcels, a general benefit is conferred on the general public or non-assessed parcels. Existing City and other public services, which are provided to every person and parcel, everywhere within the City, are an example of a general benefit. Although the MHPBID's boundaries have been narrowly drawn, programs have been carefully designed to provide special benefits, and activities and improvements will only be provided directly to assessed parcels, it is acknowledged that there will be general benefits as a result of the MHPBID's activities and improvements.

The California Constitution mandates that "only special benefits are assessable, and an agency shall separate the general benefits from the special benefits."⁶ "Generally, this separation and quantification of general and special benefits must be accomplished by apportioning the cost of a service or improvement between the two and assessing property owners only for the portion of the cost representing special benefits."⁷ The first step that must be undertaken to separate general and special benefits provided by the MHPBID's activities and improvements is to identify and quantify the general benefits. There are two bodies who can receive general benefits: the public-at-large within the MHPBID, and non-assessed parcels within and surrounding the MHPBID.

¹ Cal. Const., art. XIII D, §4(a)

² Cal. Const., art. XIII D, §4(a)

³ Id., §2(i)

⁴ Cal. Const., art. XIII D §2(i)

⁵ Cal. Const., art. XIII D, §4(a)

⁶ Cal. Const., art. XIII D §4(a)

⁷ *Golden Hill Neighborhood Association v. City of San Diego* (2011) 199 Cal.App.4th 416

a. General Benefit to the Public-at-Large

Although the activities and improvements are narrowly designed and carefully implemented to specially benefit the assessed parcels, and only provided directly to assessed parcels, they will generate a general benefit to the public-at-large within the MHPBID. State law indicates that “Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed.”⁸ However, “the mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.”⁹ Further, “the value of any incidental or collateral effects that arise from the improvements, maintenance or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.”¹⁰ Thus, although there may be some incidental benefit to persons engaged in business on the assessed parcels, that incidental benefit is not considered general benefit because it is inherently produced by activities and improvements that provide special benefits to the assessed parcels. There is, however, a general benefit to persons not engaged in business on the assessed parcels.

Intercept surveys conducted in similar districts have found that approximately 97.3% of pedestrian traffic within PBID boundaries is engaged in business on assessed parcels, while the remaining approximately 2.7% is simply passing through and not engaging in business on the assessed parcels¹¹. The 2.7% of traffic passing through does not have any connection to the assessed parcels, and therefore does not represent a special benefit to the assessed parcels. The 2.7% will, however, receive a derivative and indirect general benefit as a result of the activities and improvements being provided in the MHPBID. Therefore, it is estimated that 2.7% of the benefit created by the MHPBID’s services is general benefit provided to the public-at-large. To ensure that the assessment dollars do not fund general benefits to the public-at-large, that portion of the cost of activities and improvements will be paid for with funds not obtained through assessments. Using the 2.7% figure, based on the initial year activity and improvement budget, the value of this general benefit to the public-at-large is \$7,685.28 ($\$284,639.96 \times 0.027$).

b. General Benefit to Non-Assessed Parcels

Although they are only provided directly to the assessed parcels, the MHPBID’s activities and improvements may also confer general benefits upon non-assessed parcels within and surrounding the MHPBID. One study examining property values in PBID areas found “no evidence of spill-over impacts (either good or bad) on commercial properties located just outside the PBID’s boundaries;”¹² however, the California Court of Appeals has stated that “services specifically intended for assessed parcels concomitantly confer collateral general benefits to surrounding properties.”¹³ It is reasonable to conclude that activities and improvements within the MHPBID will have an incidental impact on non-assessed parcels surrounding or within the MHPBID boundaries. Although the legislature has indicated that “the value of any incidental or collateral effects that arise from the improvements,

⁸ Streets and Highways Code section 36601(h)(2)

⁹ Ibid

¹⁰ Streets and Highways Code Section 36622(k)(2)

¹¹ Surveys conducted in: North Park, San Diego (January 2015); Mack Road, Sacramento (July 2014); and Sunrise MarketPlace, Citrus Heights (December 2013)

¹² Furman Center for Real Estate & Urban Policy; The Impact of Business Improvement Districts on Property Values: Evidence from New York City (2007) p. 4

¹³ Beutz v. Riverside (2010) 184 Cal.App.4th 1516

maintenance, or activities of a property-based district and that benefit property or persons not assessed shall *not* be deducted from the entirety of the cost of any special benefit,”¹⁴ the California Court of Appeals has noted that “the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement...or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement.”¹⁵ Those derivative and indirect impacts are considered general benefits and will be quantified and separated.

In this Engineer’s opinion, because activities and improvements are provided only within the MHPBID and on its perimeter, parcels separated from the MHPBID by either at least one intervening parcel or an impassable physical barrier such as a wall, freeway, or ditch will not receive spill over benefits. Parcels separated from the MHPBID will not benefit because they are physically removed from the actual location of activities and improvements provided, and do not face serviced parcels. Therefore, this analysis considers non-assessed parcels within the MHPBID’s boundaries and surrounding parcels that are immediately adjacent to and accessible from the MHPBID’s boundaries.

The total MHPBID activity and improvement budget for the first year is \$284,639.96. After reducing the activity and improvement budget by the general benefit to the public-at-large (\$7,685.28), the remaining benefit to parcels is \$276,954.68. This benefit has been distributed to both assessed and non-assessed parcels using the following methodology. The general benefit to the public-at-large has been proportionally allocated to the MHPBID’s activity and improvement categories as shown in the following table.

Category	Benefit to Parcels	Benefit to Public-at-Large	Total
Clean & Safe	\$166,789.92	\$4,628.29	\$171,418.21
Capital Improvements & Art Installations	\$40,823.24	\$1,132.81	\$41,956.05
Marketing & Special Events	\$27,798.32	\$771.38	\$28,569.70
Administration	\$27,695.47	\$768.53	\$28,464.00
Contingency/Reserve	\$8,308.64	\$230.56	\$8,539.20
Collection Fee	\$5,539.09	\$153.71	\$5,692.80
Total	\$276,954.68	\$7,685.28	\$284,639.96

To determine the general benefit to parcels, the Engineer assigned each parcel group a benefit factor, determined the appropriate parcel characteristic to use in the calculation, multiplied the benefit factor by the benefit characteristic to determine the benefit units attributable to each parcel group, and apportioned the remaining service cost (service cost minus general benefit to the public) in accordance with the benefit units derived by each parcel group.

¹⁴ Streets and Highways Code section 36622(k)(2)

¹⁵ Tiburon v. Bonander (2009) 180 Cal.App.4th 1057, 1077

i. Benefit Factors

All parcels within and adjacent to the MHPBID have been assigned a benefit factor to mathematically represent the proportional special and general benefit and quantify the value of each. The determination of benefit factors for each type of activity and improvement follows.

Improvements

The improvements to be provided by the MHPBID provide two types of special benefits:

- *Improvement* – The primary special benefit provided by the MHPBID’s improvements is the improvements themselves, which are available to tenants and customers of assessed parcels.
- *Proximity* – The MHPBID’s improvements also provide the special benefit of being in proximity to a parcel that is benefitting from an improvement, as parcels will enjoy the spillover benefits of neighboring parcels utilizing the improvements.

The majority of the benefit is the improvements themselves; proximity is a lesser benefit. It is this Engineer’s estimation that eighty-five percent (85%) of the special benefit from the MHPBID’s improvements is the improvement, while the proximity special benefit accounts for fifteen percent (15%) of the special benefit. Assessed parcels will receive both benefits; non-assessed parcels within and adjacent to the MHPBID will not be directly improved, and therefore only receive the general benefit of proximity.

Tangible Activities

The tangible activities (those that are physically provided via a person or people working throughout the district) to be provided by the MHPBID generate three types of special benefits:

- *Service* – The primary special benefit provided by the MHPBID’s physical activities is the actual service. That is, the actual cleanliness and safety created by security and maintenance clean and safe personnel.
- *Presence* – The MHPBID’s physical activities also provide the special benefit of an individual’s presence on the assessed parcel as the activities are provided, which can have a deterrent effect and creates a positive impression that the area is well-maintained and safe. The “Disneyland effect” is the benefit the parcels receive from the observation that parcels are being maintained. There are studies which link the perception of cleanliness to a perception of increased security.
- *Proximity* – The MHPBID’s physical activities also provide the special benefit of being in proximity to a cleaner, safer parcel. Neighboring parcels enjoy the spillover benefits of being adjacent to increased safety and cleanliness.

The majority of the benefit received by the parcels is the results of the MHPBID’s services; onsite presence and proximity are lesser benefits. It is this Engineer’s estimation that seventy-five percent (75%) of the special benefit from the MHPBID’s physical activities is the service, while the presence and proximity benefits each account for twelve and one-half percent (12.5% presence, 12.5% proximity) of the special benefit. Assessed parcels will receive all three benefits; non-assessed parcels within and adjacent to the MHPBID will not be directly serviced and therefore only receive the general benefit of proximity.

Intangible Activities

Some of the MHPBID's activities, such as marketing, are distinct in that they are not provided to a targeted area within the MHPBID, rather they are provided via internet, radio, and other forms of media and targeted at an audience outside the MHPBID in an effort to bring the audience into the MHPBID. These activities provide two types of special benefits:

Direct Exposure – The primary special benefit provided by the MHPBID's intangible activities is exposure. The intangible activities increase awareness of the MHPBID as a commercial and business destination and lead to increased patronage.

Incidental Exposure – The MHPBID's intangible activities will also have a secondary special benefit of incidental exposure, such as word-of-mouth exposure, that results from the direct exposure and increases awareness of the MHPBID as a commercial and business destination.

The majority of the benefit from these activities is the direct exposure; the incidental exposure is a lesser benefit. It is this Engineer's estimation that ninety percent (90%) of the special benefit from the intangible activities is direct exposure, while ten percent (10%) is incidental exposure. Assessed parcels will receive both as special benefits; non-assessed parcels within and adjacent to the MHPBID will not be directly marketed and therefore only receive the general benefit of incidental exposure.

Factors Determined

Based on the foregoing analysis, all assessed parcels within the MHPBID specially benefit from the MHPBID's activities and improvements, and have been assigned a benefit factor of 1.0. Parcels that are not assessed have been assigned benefit factors based on the portion of the benefit they will receive, as described above. The non-assessed parcels will benefit from fifteen percent (15%) of the improvements, twelve and one-half percent (12.5%) of the tangible activities, and ten percent (10%) of the intangible activities; therefore they have been assigned benefit factors of 0.15, 0.125, and 0.10 respectively.

ii. Non-Assessed Benefit Characteristics

There are two types of parcels that are not assessed; those within the MHPBID and those immediately adjacent to and accessible from the MHPBID. Because they generally benefit in a differing manner, distinct parcel characteristics are used to quantify the general benefit to each type.

- *Inside* – Non-assessed parcels inside of the MHPBID are surrounded by parcels that are assessed and receiving the full special benefits; they will, therefore, receive the general benefit of proximity. These parcels are impacted on more than one side by the MHPBID's activities and improvements and activities and improvements are provided all around them. Because these parcels are surrounded by specially benefitted parcels, it is appropriate that parcel square footage be used to measure the general benefit they receive.
- *Adjacent* – Adjacent parcels are those that are immediately adjacent to or directly across the street from specially benefitted parcels, and accessible from specially benefitted parcels. These parcels generally benefit differently than those inside the MHPBID, because these parcels are adjacent to, rather than surrounded by, specially benefitted parcels. Square footage is not an appropriate measure of benefit to these parcels. Because the parcels are not surrounded by serviced parcels, a long, shallow parcel with the same square footage as a deep, narrow parcel will receive a different level of general benefit. Likewise, two parcels with the same depth but a different width adjacent to serviced parcels will benefit differently. To account for this

difference, it is appropriate that parcel linear frontage be used to measure the general benefit the adjacent parcels receive. The linear footage is the length of parcels fronting public streets. The amount listed for “assessed linear feet” is the value for all assessed parcels within the MHPBID and the amount listed for “non-assessed linear feet” is the value for all non-assessed parcels adjacent to the district boundary.

iii. Calculations

To quantify and separate the general benefit to non-assessed parcels, the following calculations were undertaken for each budget category.

1. The total service budget for each category was determined and the amount of general benefit to the public-at-large was subtracted from the category budget.
2. The benefit factor applicable to each activity or improvement was multiplied by the parcel square footage or linear frontage of assessed and non-assessed parcels, to determine the number of benefit units received by each parcel group.
3. The benefit units for all parcel groups were summed, and the percentage of benefit units attributable to each parcel group was calculated.
4. The total remaining activity and improvement budget, less the amount already determined to be general benefit to the public-at-large, was allocated to general and special benefit categories for each parcel group using the calculated benefit percent and applicable benefit characteristic methodology.
5. The special and general benefit resulting from the administration and contingency / reserve portions of the budget were determined based on the proportional allocation of benefits derived from activities and improvements.

Clean & Safe

The Clean & Safe budget, minus the amount of general benefit to the public-at-large, is \$166,789.92. The calculations below determine the amount of general benefit to non-assessed parcels within the MHPBID.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	2,188,802	X1.000	=2,188,802	92.595%	X\$166,789.92	=\$154,438.35
Non-Assessed	1,400,437	X0.125	=175,054.63	7.405%	X\$166,789.92	=\$12,351.57

The Clean & Safe budget, minus the amount of general benefit to the public at-large and non-assessed parcels within the MHPBID, is \$154,438.35. The calculations below determine the amount of general benefit to parcels adjacent to the MHPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	15,564	1.000	=15,564.00	96.876%	X\$154,438.35	=\$149,613.91
Adjacent	4,015	0.125	=501.88	3.124%	X\$154,438.35	=\$4,824.44

Therefore, the allocation of the clean & safe budget is as follows:

General Benefit – Public At Large	\$4,628.29
General Benefit – Inside Parcels	\$12,351.57
General Benefit – Adjacent Parcels	\$4,824.44
Special Benefit	\$149,613.91
Total	\$171,418.21

Capital Improvements & Art Installations

The capital improvements & art installations budget, minus the amount of general benefit to the public-at-large, is \$40,823.24. The calculations below determine the amount of general benefit to non-assessed parcels within the MHPBID.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	2,188,802	X1.000	=2,188,802.00	93.987%	X\$40,823.24	= \$38,368.36
Non-Assessed	1,400,437	X0.100	=140,043.70	6.013%	X\$40,823.24	= \$2,454.88

The capital improvements & art installations budget, minus the amount of general benefit to the public at-large and non-assessed parcels within the MHPBID, is \$38,368.36. The calculations below determine the amount of general benefit to parcels adjacent to the MHPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	15,564	X1.000	=15,564.00	97.485%	X\$38,368.36	= \$37,403.48
Adjacent	4,015	X0.100	=401.50	2.515%	X\$38,368.36	= \$964.88

Therefore, the allocation of the capital improvements & art installations budget is as follows:

General Benefit – Public At Large	\$1,132.81
General Benefit – Inside Parcels	\$2,454.88
General Benefit – Adjacent Parcels	\$964.88
Special Benefit	\$37,403.48
Total	\$41,956.05

Marketing & Special Events

The marketing & special events budget, minus the amount of general benefit to the public-at-large, is \$27,798.32. The calculations below determine the amount of general benefit to non-assessed parcels within the MHPBID.

Parcel Type	Square Footage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Assessed	2,188,802	X1.000	=2,188,802.00	92.595%	X\$27,798.32	=\$25,739.72
Non-Assessed	1,400,437	X0.125	=175,054.63	7.405%	X\$27,798.32	=\$2,058.60

The marketing & special events budget, minus the amount of general benefit to the public and non-assessed parcels within the MHPBID, is \$25,739.72. The calculations below determine the amount of general benefit to parcels adjacent to the MHPBID.

Parcel Type	Linear Frontage	Benefit Factor	Benefit Units	Benefit Percent	Remaining Budget	
Inside	15,564	1.000	=15,564.00	96.876%	X\$25,739.72	=\$24,935.65
Adjacent	4,015	0.125	=501.88	3.124%	X\$25,739.72	=\$804.07

Therefore, the allocation of the marketing & special events budget is as follows:

General Benefit – Public At Large	\$771.38
General Benefit – Inside Parcels	\$2,058.60
General Benefit – Adjacent Parcels	\$804.07
Special Benefit	\$24,935.65
Total	\$28,569.70

Administration, Contingency/Reserve, and Collection Fee

The administration, contingency/reserve and collection fee budget line items relate to the activities and improvements provided. These costs have been allocated proportionally based on the special and general benefit provided by each category.

	Special Benefit to Parcels	General Benefit to Parcels
Clean & Safe	\$149,613.91	\$17,176.01
Capital Improvements & Art Installations	\$37,403.48	\$3,419.76
Marketing & Special Events	\$24,935.65	\$2,862.67
Activity Totals	\$211,953.04	\$23,458.44
Percent	90.04 %	9.96%
Administration, Contingency/Reserve, & Collection Fee	\$37,403.48	\$4,139.72
Total Parcel Benefits	\$249,356.52	\$27,598.16

iv. Total Benefits

Based on the foregoing calculations, the total benefits to assessed parcels, non-assessed parcels, and the general public are:

	Special Benefit to Parcels	General Benefit to Parcels	General Benefit to Public	Total
Clean & Safe	\$149,613.91	\$17,176.01	\$4,628.29	\$171,418.21
Capital Improvements & Art Installations	\$37,403.48	\$3,419.76	\$1,132.81	\$41,956.05
Marketing & Special Events	\$24,935.65	\$2,862.67	\$771.38	\$28,569.70
Administration, Contingency/Reserve, & Collection Fees	\$37,403.48	\$4,139.72	\$1,152.80	\$42,696.00
Total	\$249,356.52	\$27,598.16	\$7,685.28	\$284,639.96

c. Non-Assessment Funding

The programs funded by the MHPBID receive additional non-assessment funding in the form of grants, corporate sponsorships, event income, and other miscellaneous funds. These funding sources are anticipated to equal or exceed the amount of general benefit conferred annually by the MHPBID's activities and improvements, \$35,283.44. These non-assessment funds will be used to pay for the general benefit provided by the MHPBID's activities and improvements, ensuring that parcel assessments will only be used to provide special benefits and "any additional costs of providing general benefits [are] not included in the amounts assessed."¹⁶

2. Special Benefit

The activities and improvements to be provided by the MHPBID constitute and convey special benefits directly to the assessed parcels. Assessment law requires that "the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided."¹⁷ Further, "no assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."¹⁸ Special benefit "includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed."¹⁹

To determine the total special benefit value to be conveyed to the assessed parcels, we deduct the general benefit value (\$35,283.44) from the total value of the activities and improvements (\$284,639.96). The remaining \$249,356.52 is considered the special benefit to assessed parcels (the "Total Assessment"). The Total Assessment represents the total value of the special benefit to be provided by the activities and improvements. The Total Assessment has been proportionally divided among the assessed parcels so that no assessment exceeds the reasonable cost of the proportional special benefit conferred on a parcel. The assessment rate has been designed to ensure that "properties that receive the same proportionate special benefit pay the same assessment."²⁰

¹⁶ Streets and Highways Code section 36632(a)

¹⁷ Cal. Const., art XIII D §4(a)

¹⁸ Ibid

¹⁹ Streets and Highways Code section 36615.5

²⁰ *Tiburon v. Bonander* (2009) 180 Cal.App.4th 1057

Service Provided	Total Benefit Value	General Benefit Value to Public	Benefit Value to Parcels (Special & General)	Special Benefit to Assessed Parcels
Clean & Safe	\$171,418.21	\$4,628.29	\$17,176.01	\$149,613.91
Capital Improvements & Art Installations	\$41,956.05	\$1,132.81	\$3,419.76	\$37,403.48
Marketing & Special Events	\$28,569.70	\$771.38	\$2,862.67	\$24,935.65
Administration	\$28,464.00	\$2,759.82	\$768.53	\$24,935.65
Contingency/Reserve	\$8,539.20	\$827.94	\$230.56	\$7,480.70
Collection Fee	\$5,692.80	\$551.96	\$153.71	\$4,987.13
TOTAL	\$284,639.96	\$7,685.28	\$27,598.16	\$249,356.52

B. Assessment Methodology

1. Base Formula

Each parcel will be assessed based on proportional special benefits received. The variables used for the annual assessment formula are parcel type and parcel square footage. These variables are appropriate measures of the proportional special benefit because the need for services, level of services, and quantity of services are all relative to these variables; thus the special benefit provided to each parcel by the services can be proportionally measured using these variables.

Determination of Assessment Rates

“Because not all parcels in the district are identical in size...some will receive more special benefit than others.”²¹ Each of the variables used relates directly to the service level and special benefit provided to each parcel. Parcel square footage is the size of the parcel, measured in square feet. Size is an appropriate measure of proportional special benefit because it relates directly to the quantity of services provided to the parcel, the highest and best use of a parcel, and reflects the long-term value implications of the MHPBID. The larger a parcel, the more services and benefit the parcel will receive. Parcel frontage footage along East 3rd Street after Monterey Road intersection, Monterey Road, and Depot Street is the length of the side of a parcel that fronts East 3rd Street after Monterey Road intersection, Monterey Road, and Depot Street, measured in linear feet. Size is an appropriate measure of proportional special benefit because it relates directly to the quantity of services provided to the parcel, the highest and best use of a parcel, and reflects the long-term value implications of the MHPBID.

Because not all parcels in the MHPBID are identical in use, some will receive more special benefit than others. For example, a commercial parcel will benefit to a lesser degree than a retail trade use parcel, because it will not enjoy the benefits of increased commerce resulting from the services. Further detail on the benefit to each parcel type is in the following pages. To determine the assessment rates, the assessed parcels were classified by the estimated benefit each type of parcel receives, the estimated special benefit value of the activities and improvements provided to each type was

²¹ *Dahms v. Downtown Pomona* (2009) 174 Cal.App.4th 708

determined based on approximate cost of service provision, and an assessment rate that is proportional to the estimated proportional benefit received by each parcel type was determined.

To determine the assessment rates, the estimated special benefit value for each parcel type was divided by the total assessable parcel square footage, parcel linear footage, and parcel type, as shown in the tables below.

Parcel Type

Parcel types were categorized based on their typical amount of foot and vehicle traffic on the various parcels. Retail trade use parcels will receive the highest level of services because their owners aim to benefit from increased customers or increased use by visitors and receive the highest volume of foot and vehicle traffic. However, parcels with low traffic, such as private tax-exempt parcels, will receive a lower level of services, because their owners primarily aim to benefit from increased cleanliness and security and receive the lowest level of foot and vehicle traffic. The approximate cost of special benefit services by parcel type was determined. Then, the special benefit cost of services by type was divided by the frontage and square footage of those parcels to determine the assessment rates.

Parcel Size and Linear Frontage along East 3rd Street after Monterey Road intersection, Monterey Road, and Depot Street

The MHPBID's services will benefit each assessed parcel as a whole. The service budget which, in this Engineer's estimation, represents special benefits to the parcels, has been allocated based on parcel size and parcel frontage along East 3rd Street after Monterey Road intersection, Monterey Road, and Depot Street. The frontage budget for each parcel type will be tied to frontage activities. Frontage is the length of that portion of the parcel which touches East 3rd Street after Monterey Road intersection, Monterey Road, and Depot Street, measured in linear feet. Frontage is relevant to each parcel's special benefit received from services provided along its perimeter. The more frontage a parcel has, the more services and benefit it will receive.

Parcel Type	Initial Parcel Size Budget	Parcel Square Footage	Initial Parcel Assessment Rate (\$/sqft/yr)
Commercial	\$215,232.40 ÷	2,152,324 =	\$0.10
Non-Profit	\$1,459.12 ÷	36,478 =	\$0.04

Parcel Type	Initial Parcel Size Budget	Parcel Frontage	Initial Parcel Assessment Rate (\$/ft/yr)
Commercial	\$32,425.00 ÷	6,485 =	\$5.00
Non-Profit	\$240.00 ÷	120 =	\$2.00

Summary of Assessment Rates

Therefore, for the initial year, the maximum annual assessment rates to parcels are as shown below and in Appendix 1. Maximum annual assessment rates may be subject to an increase of no more than

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three percent (3%) per year as shown in Appendix 1. Pursuant to Streets and Highways Code §36622(f), bonds shall not be issued.

If you would like more information about parcel assessments, please call Civitas at (916)437-4300 or (800)999-7781.

Parcel type	Square Footage Assessment rate (sq. ft.)	Linear Frontage Assessment rate (ln. ft.)
Commercial	\$0.10	\$5.00
Non-profit	\$0.04	\$2.00

Sample assessment calculations are shown in Appendix 4.

Parcel Categorization

Assessment categories for each parcel were determined based on the parcel's land use code as shown in the Assessor's Records and supplemented by other available information. In general, the assessment category for each parcel reflects the use of the parcel as described by its land use code. Parcels with multiple uses, such as strip malls with retail storefronts and commercial use buildings on the same parcel, are assessed at the rate applicable to the use that occupies the largest portion of the building square footage. In cases where the land use code and actual use differ, the actual use prevails for classification purposes.

1. Commercial

Commercial parcels will receive and benefit from all MHPBID services, which are aimed to attract and increase customers and visitors to assessed parcels. These parcels have a commercial component because their owners aim to benefit from tenant rents, increased customers, or increased use by visitors. The primary purpose of the MHPBID is to provide property owner services which generate special benefits to parcels with commercial uses.

2. Non-Profit

Parcels owned and operated by non-profit organizations will receive and benefit from a portion of the MHPBID's services. They will not, however, receive the same degree of special benefit that is received by commercial parcels as they are not used for commercial purposes. These parcels will receive and benefit from a portion of the MHPBID's clean and safe programs. They will not receive nor benefit from capital improvements & art installation or marketing & special events services. Due to their lower pedestrian traffic and non-commercial nature, these parcels have a lower need for services; therefore, they will receive services less frequently and less intensively than commercial parcels. Thus, non-profit parcels will be assessed at a rate commensurate with the degree of special benefit.

3. Government-Owned Parcels

The California Constitution, in Article XIII D, provides that "parcels within a district that are owned or used by any agency, the State of California or the United States shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit." No public agency owning parcels in the district has made such a demonstration. Government-owned parcels within the MHPBID will receive special benefit from the full range of MHPBID services and will therefore be assessed at the full commercial rate, commensurate with the degree of special benefit. There are twenty-three (23) City of Morgan Hill parcels and one (1) County of Santa Clara parcel.

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4. Exempted Parcels/Non-Assessed

There are 343 parcels within the MHPBID that will not be assessed. These parcels will not specially benefit from or directly receive the MHPBID's activities and improvements. These parcels are accounted for in the analysis of general benefit provided to non-assessed parcels within the MHPBID. These parcels have the following use:

- Residential Condominium Parcels: The state legislature has determined that "properties zoned exclusively for residential use...are conclusively presumed not to benefit from the improvements and services funded through these assessments, and shall not be subject to any assessment."²² The activities and improvements to be provided are designed to specially benefit commercial and parking parcels via increased commerce, occupancy, and lease rates. None of these benefits apply to residential parcels, which will not be serviced or benefit from the MHPBID's activities. Residential parcels include single family residential, condominiums and multi-family parcels.
- Vacant Parcels: Vacant means a parcel that has no building, is an undeveloped property, and is not an improved parking lot, utility, park, or similar parcel that is designed to be used without a building. Vacant parcels will not benefit from MHPBID services. Vacant parcels are those parcels with no commercial activity, and thus will not benefit from being maintained through clean and safe programs, capital improvements & art installations, or marketing & special events.

5. Changes in Data

Every effort has been made to ensure each parcel included in the MHPBID is clearly identified and that all parcels included in the MHPBID are consistent in the boundary map and the assessment calculation table. However, errors in data can and may arise or data may change after formation of the MHPBID. Inconsistencies may include updated parcel sizes or parcel splits. If inconsistencies arise, the order of precedence shall be: 1) the assessment calculation table and 2) the boundary map.

If the parcel size or type of a parcel changes during the term of the MHPBID, the assessment calculation may be modified accordingly.

Categorization Appeals

The category determined for each parcel is shown in Appendix 4. The use for each parcel is established at formation and may be updated upon each renewal. If a parcel owner believes their parcel has been mis-classified or has changed, they may appeal in writing to the City of Morgan Hill for re-consideration. Appeals must be received by the City no later than June 1 of each year. Appeals must include the parcel number, current classification, requested classification, and the evidence upon which the appeal is based (for instance if a parcel is occupied by a non-profit, but classified as commercial, a current photo of the non-profit showing the building number). Appeals will not provide retroactive reductions.

Appeals should be made to:

²² Streets and Highways Code § 36632(c)

Economic Development Director
17575 Peak Avenue, Morgan Hill, CA 95037

C. Assessment Notice

During the hearing process, an Assessment Ballot will be sent to owners of each parcel in the MHPBID. The Assessment Ballot provides an estimated assessment for each parcel. The final individual assessment for any particular parcel may change, up or down, if the parcel square footage, linear front footage, or type differ from those used to calculate the amount shown on the notice, which can be found in Appendix 4.

D. Time and Manner for Collecting Assessments

As provided by State Law, the MHPBID assessment will appear as a separate line item on annual property tax bills prepared by the County of Santa Clara. Alternatively, the MHPBID assessment may be collected by the City of Morgan Hill if needed. Property tax bills are generally distributed in the fall, and payment is expected by lump sum or installment. The County of Santa Clara shall distribute funds to the City of Morgan Hill who shall then distribute funds collected to DMHID. Existing laws for enforcement and appeal of property taxes, including penalties and interest, apply to the MHPBID assessments.

E. Bonds

Bonds will not be issued to finance services as a part of this MHPBID.

F. Engineer's Certification

I hereby certify, to the best of my knowledge and experience, that each of the identified assessed parcels located within the Downtown Morgan Hill Property and Business Improvement District will receive a special benefit over and above the general benefits conferred and that the amount of the assessment is no greater than the proportional special benefits conferred on each parcel, as described in this Engineer's Report.

Review of this Morgan Hill Property and Business Improvement District Management District Plan and preparation of the Engineer's Report was completed by:



Ross Peabody
State of California



October 19, 2022
Date

This Engineer's Report is intended to be distributed as part of the Management District Plan in its entirety, including the Assessment Calculation Table (Appendix 3) and the Boundary Map. Reproduction and distribution of only Section VII of this Management District Plan violates the intent of this stamp and signature.

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APPENDIX 1 – MAXIMUM ANNUAL ASSESSMENT RATES

The table below illustrates the maximum annual assessment rates with the assumption that the rates will be increased annually by three percent (3%). The maximum rates listed are a required disclosure and not the anticipated course of action.

Square Footage

Year	Commercial	Non-Profit
2024	\$0.100	\$0.040
2025	\$0.103	\$0.041
2026	\$0.106	\$0.042
2027	\$0.109	\$0.044
2028	\$0.113	\$0.045

Linear Frontage

Year	Commercial	Non-Profit
2024	\$5.000	\$2.000
2025	\$5.150	\$2.060
2026	\$5.305	\$2.122
2027	\$5.464	\$2.185
2028	\$5.628	\$2.251

APPENDIX 2 – PBID LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2022 SUPPLEMENT ***
(ALL 2021 LEGISLATION)

STREETS AND HIGHWAYS CODE DIVISION 18. PARKING PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

- (a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.
- (b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.
- (c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.
- (d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.
- (e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:
 - (1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.
 - (2) Job creation.
 - (3) Business attraction.
 - (4) Business retention.
 - (5) Economic growth.
 - (6) New investments.
- (f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.
- (g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.
- (h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.
 - (1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. “Activities”

“Activities” means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. “Assessment”

“Assessment” means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. “Business”

“Business” means all types of businesses and includes financial institutions and professions.

36608. “City”

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. “City council”

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. “Clerk”

“Clerk” means the clerk of the legislative body.

36609.5. “General benefit”

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

36610. “Improvement”

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the district.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

36611. “Management district plan”; “Plan”

“Management district plan” or “plan” means a proposal as defined in Section 36622.

36612. “Owners’ association”

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9

(commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), for all records relating to activities of the district.

36614. “Property”

“Property” means real property situated within a district.

36614.5. “Property and business improvement district”; “District”

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

36614.6. “Property-based assessment”

“Property-based assessment” means any assessment made pursuant to this part upon real property.

36614.7. “Property-based district”

“Property-based district” means any district in which a city levies a property-based assessment.

36615. “Property owner”; “Business owner”; “Owner”

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. “Special benefit”

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. “Tenant”

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

- (a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.
- (b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:
 - (1) A map showing the boundaries of the district.
 - (2) Information specifying where the complete management district plan can be obtained.
 - (3) Information specifying that the complete management district plan shall be furnished upon request.
- (c) The resolution of intention described in subdivision (a) shall contain all of the following:
 - (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.
 - (2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

- (a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.
- (b) The name of the proposed district.
- (c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing

with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(o) Any other item or matter required to be incorporated therein by the city council.

36623. Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

- (1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.
- (2) The number, date of adoption, and title of the resolution of intention.
- (3) The time and place where the public hearing was held concerning the establishment of the district.
- (4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.
- (5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.
- (6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention,

as modified by the city council at the hearing concerning establishment of the district.

Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and

penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
- (b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
- (c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in an action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36625. An appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

- (a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
 - (1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
 - (2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
- (b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

- (a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
- (b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
- (c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

- (a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:
 - (1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
 - (2) During the operation of the district, there shall be a 30-day period each year in which assesseses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.
- (b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

- (a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
- (b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 3 – MAP



APPENDIX 4 – PARCEL ASSESSMENT CALCULATIONS

APN	LOT SQFT	LOT SIZE RATE	FRONTAGE ON MONTERE	FRONTAGE ON DEBOUT	FRONTAGE ON 3RD	TOTAL FRONTAGE	FRONTAGE RATE	ASSESSMENT	CATEGORY
72604007	42,180	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613004	4,800	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613008	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613009	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613010	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613011	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613012	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613013	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613014	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613015	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613016	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613019	5,600	\$0.00	40	0	0	40	\$0.00	\$0.00	SFR
72613020	5,600	\$0.00	40	0	0	40	\$0.00	\$0.00	SFR
72614002	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614003	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614004	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614005	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614006	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614016	11,200	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614017	8,400	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614018	8,400	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614021	5,040	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614022	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614023	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614039	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614040	4,080	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614045	6,400	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614046	6,400	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614053	7,462	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614055	4,440	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72614057	6,000	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707005	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707008	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707015	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707018	5,460	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707021	4,000	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707022	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR

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APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE	FRONTAG E ON DEBUT	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
76707023	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707034	8,400	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707035	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707036	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707037	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707038	7,700	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707039	12,000	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707040	12,400	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707043	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707053	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707054	21,700	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707056	18,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707060	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76707061	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708001	8,400	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708012	31,080	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708021	12,000	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708025	8,000	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708028	4,200	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708039	11,218	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708040	9,717	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708041	12,400	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708044	10,000	\$0.00	80	0	0	80	\$0.00	\$0.00	SFR
76708047	22,651	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708048	2,202	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708049	1,695	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708050	1,694	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708051	2,193	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708052	2,193	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708053	1,694	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708054	1,694	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708055	2,071	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708056	7,903	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708057	3,840	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708058	3,497	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708059	3,156	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708060	1,865	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76708061	1,620	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR

APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE	FRONTAG E ON DEBUT	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
76708062	0	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
76748008	1,543	\$0.00	0	0	0	0	\$0.00	\$0.00	SFR
72613022	22,400	\$0.04	0	0	0	0	\$2.00	\$896.00	NP
76708014	7,281	\$0.04	40	0	0	40	\$2.00	\$371.24	NP
76708015	6,797	\$0.04	80	0	0	80	\$2.00	\$431.88	NP
72613023	816	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72613024	780	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72613025	840	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72613026	840	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72613027	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72613028	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651002	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651003	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651004	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651005	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651006	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651007	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651008	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651009	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651010	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651011	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651012	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651013	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651014	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651015	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651057	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651058	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651059	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651060	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651061	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651062	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651063	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651064	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651065	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651066	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651067	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651068	580	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651069	577	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO

APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE	FRONTAG E ON DEBUT	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
72651070	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651071	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651072	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651073	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651074	577	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651075	580	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651076	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651077	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651078	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651079	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651081	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651082	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651083	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651084	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651085	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651086	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651087	580	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651088	577	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651090	580	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651091	577	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651092	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651093	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651094	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651095	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651096	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651097	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651098	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651099	712	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651100	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651101	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651102	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651104	580	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651105		\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651106	712	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651107		\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651108	712	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651109	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651110	577	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO

APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE	FRONTAG E ON DEBET	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
72651111	580	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651112	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651113	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651114	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651115	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651116	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651117	712	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651118	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651119	712	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651120	580	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651121	577	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651122	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651123	712	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651124	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651125	712	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651126	577	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651127	580	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651128	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651129	935	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651130	935	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651131	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651132	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651133	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651134	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651135	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651136	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651137	712	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651138	935	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651139	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651140	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651141	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651142	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651143	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651144	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651145	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651146	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651147	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651148	935	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO

APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE	FRONTAG E ON DEBUT	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
72651149	935	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651150	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651151	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651152	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651153	861	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651154	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651155	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651156	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651157	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651158	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651159	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651160	935	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651161	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651162	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651163	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651164	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651165	809	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651166	614	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651167	935	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651168	935	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72651169	875	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652001	1,788	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652002	1,552	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652003	1,463	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652004	1,463	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652005	1,552	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652006	1,552	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652007	1,463	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652008	1,463	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652009	1,552	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652010	1,753	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652011	1,383	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652012	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652013	1,242	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652014	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652015	1,183	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652016	1,183	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652017	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO

APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE	FRONTAG E ON DEBUT	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
72652018	1,242	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652019	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652020	1,382	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652021	1,380	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652022	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652023	1,242	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652024	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652025	1,183	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652026	1,183	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652027	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652028	1,242	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652029	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652030	1,386	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652031	1,425	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652032	1,242	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652033	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652034	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652035	1,242	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652036	1,242	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652037	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652038	1,153	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652039	1,242	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72652040	1,475	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654001	778	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654002	583	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654003	773	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654004	601	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654005	563	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654006	770	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654007	574	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654008	770	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654009	808	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654010	615	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654011	600	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654012	717	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654013	463	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654015	697	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654016	596	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO

APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE	FRONTAG E ON DEBUT	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
72654017	565	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654018	714	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654019	697	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654020	596	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654021	565	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654022	714	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654023	742	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654024	591	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654025	660	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654026	557	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654027	736	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654028	338	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654029	334	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72654030	514	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655001	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655002	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655003	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655004	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655005	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655006	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655007	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655008	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655009	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655010	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655011	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655012	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655013	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655014	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655015	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72655016	1,390	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
76748001	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
76748002	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
76748003	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
76748004	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
76748005	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
76748006	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
76748007	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
76748009	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO

APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE	FRONTAG E ON DEBET	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
76748010	435	\$0.00	0	0	0	0	\$0.00	\$0.00	CONDO
72604008	34,816	\$0.10	0	0	0	0	\$5.00	\$3,481.60	COM
72604015	54,450	\$0.10	0	0	0	0	\$5.00	\$5,445.00	COM
72612006	354,578	\$0.10	0	0	0	0	\$5.00	\$35,457.80	COM
72613017	5,600	\$0.10	20	0	0	20	\$5.00	\$660.00	COM
72613018	5,600	\$0.10	40	0	0	40	\$5.00	\$760.00	COM
72613021	16,600	\$0.10	120	0	0	120	\$5.00	\$2,260.00	COM
72613031	8,276	\$0.10	0	40	0	40	\$5.00	\$1,027.60	COM
72613034	5,600	\$0.10	0	0	0	0	\$5.00	\$560.00	COM
72613035	1,600	\$0.10	0	0	0	0	\$5.00	\$160.00	COM
72613036	4,000	\$0.10	40	0	0	40	\$5.00	\$600.00	COM
72613037	11,200	\$0.10	80	0	0	80	\$5.00	\$1,520.00	COM
72613041	6,000	\$0.10	0	0	75	75	\$5.00	\$975.00	COM
72613047	40,946	\$0.10	0	402	0	402	\$5.00	\$6,104.60	COM
72613050	11,605	\$0.10	0	0	0	0	\$5.00	\$1,160.50	COM
72613052	300,059	\$0.10	427	531	0	958	\$5.00	\$34,795.90	COM
72613055	42,852	\$0.10	0	0	155	155	\$5.00	\$5,060.20	COM
72613056	7,875	\$0.10	88	0	90	178	\$5.00	\$1,677.50	COM
72613057	10,525	\$0.10	73	0	0	73	\$5.00	\$1,417.50	COM
72613058	71,702	\$0.10	0	281	245	526	\$5.00	\$9,800.20	COM
72613059	6,776	\$0.10	0	0	0	0	\$5.00	\$677.60	COM
72613060	6,880	\$0.10	0	60	0	60	\$5.00	\$988.00	COM
72614007	5,600	\$0.10	0	0	40	40	\$5.00	\$760.00	COM
72614008	3,200	\$0.10	0	0	40	40	\$5.00	\$520.00	COM
72614009	3,800	\$0.10	40	0	95	135	\$5.00	\$1,055.00	COM
72614010	4,356	\$0.10	40	0	5	45	\$5.00	\$660.60	COM
72614011	5,600	\$0.10	40	0	0	40	\$5.00	\$760.00	COM
72614012	5,600	\$0.10	40	0	0	40	\$5.00	\$760.00	COM
72614013	5,662	\$0.10	40	0	0	40	\$5.00	\$766.20	COM
72614014	11,200	\$0.10	80	0	0	80	\$5.00	\$1,520.00	COM
72614015	5,600	\$0.10	0	0	0	0	\$5.00	\$560.00	COM
72614019	5,840	\$0.10	0	59	0	59	\$5.00	\$879.00	COM
72614020	2,400	\$0.10	0	0	0	0	\$5.00	\$240.00	COM
72614027	4,737	\$0.10	41	0	0	41	\$5.00	\$678.70	COM
72614028	11,530	\$0.10	80	0	0	80	\$5.00	\$1,553.00	COM
72614041	8,527	\$0.10	0	80	0	80	\$5.00	\$1,252.70	COM
72614042	13,600	\$0.10	0	80	0	80	\$5.00	\$1,760.00	COM
72614047	12,800	\$0.10	0	0	0	0	\$5.00	\$1,280.00	COM

APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE	FRONTAG E ON DEBET	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
72614048	6,720	\$0.10	48	0	0	48	\$5.00	\$912.00	COM
72614049	21,280	\$0.10	152	0	0	152	\$5.00	\$2,888.00	COM
72614050	13,872	\$0.10	86	0	0	86	\$5.00	\$1,817.20	COM
72614051	13,509	\$0.10	0	0	0	0	\$5.00	\$1,350.90	COM
72614052	13,851	\$0.10	0	0	0	0	\$5.00	\$1,385.10	COM
72614074	47,600	\$0.10	160	0	0	160	\$5.00	\$5,560.00	COM
72614075	31,609	\$0.10	0	455	0	455	\$5.00	\$5,435.90	COM
72614076	46,995	\$0.10	0	484	0	484	\$5.00	\$7,119.50	COM
72615071	264,409	\$0.10	0	0	0	0	\$5.00	\$26,440.90	COM
72615072	77,536	\$0.10	0	0	0	0	\$5.00	\$7,753.60	COM
72654014	2,770	\$0.10	0	0	0	0	\$5.00	\$277.00	COM
72654031	1,810	\$0.10	0	0	0	0	\$5.00	\$181.00	COM
72654032	585	\$0.10	0	0	0	0	\$5.00	\$58.50	COM
72654033	585	\$0.10	0	0	0	0	\$5.00	\$58.50	COM
76707004	12,400	\$0.10	0	0	0	0	\$5.00	\$1,240.00	COM
76707006	11,200	\$0.10	0	0	0	0	\$5.00	\$1,120.00	COM
76707007	11,200	\$0.10	0	0	0	0	\$5.00	\$1,120.00	COM
76707010	5,000	\$0.10	40	0	0	40	\$5.00	\$700.00	COM
76707011	5,000	\$0.10	40	0	0	40	\$5.00	\$700.00	COM
76707014	12,400	\$0.10	0	0	0	0	\$5.00	\$1,240.00	COM
76707016	5,600	\$0.10	0	0	0	0	\$5.00	\$560.00	COM
76707017	5,600	\$0.10	0	0	0	0	\$5.00	\$560.00	COM
76707027	4,995	\$0.10	40	0	0	40	\$5.00	\$699.50	COM
76707028	5,000	\$0.10	40	0	0	40	\$5.00	\$700.00	COM
76707029	5,002	\$0.10	40	0	0	40	\$5.00	\$700.20	COM
76707030	5,000	\$0.10	40	0	0	40	\$5.00	\$700.00	COM
76707031	5,000	\$0.10	40	0	0	40	\$5.00	\$700.00	COM
76707041	21,700	\$0.10	0	0	0	0	\$5.00	\$2,170.00	COM
76707042	7,405	\$0.10	0	0	0	0	\$5.00	\$740.50	COM
76707047	5,000	\$0.10	40	0	0	40	\$5.00	\$700.00	COM
76707048	15,000	\$0.10	120	0	0	120	\$5.00	\$2,100.00	COM
76707049	5,000	\$0.10	40	0	0	40	\$5.00	\$700.00	COM
76707050	10,000	\$0.10	80	0	0	80	\$5.00	\$1,400.00	COM
76707055	9,000	\$0.10	0	0	0	0	\$5.00	\$900.00	COM
76707057	5,405	\$0.10	47	0	0	47	\$5.00	\$775.50	COM
76707058	8,395	\$0.10	73	0	0	73	\$5.00	\$1,204.50	COM
76707059	30,494	\$0.10	0	0	0	0	\$5.00	\$3,049.40	COM
76707064	21,200	\$0.10	75	0	0	75	\$5.00	\$2,495.00	COM

APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE	FRONTAG E ON DEBET	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
76707065	25,353	\$0.10	0	0	0	0	\$5.00	\$2,535.30	COM
76707066	12,117	\$0.10	80	0	0	80	\$5.00	\$1,611.70	COM
76708003	5,600	\$0.10	0	0	0	0	\$5.00	\$560.00	COM
76708004	10,000	\$0.10	80	0	0	80	\$5.00	\$1,400.00	COM
76708006	6,000	\$0.10	80	0	0	80	\$5.00	\$1,000.00	COM
76708007	11,200	\$0.10	0	0	0	0	\$5.00	\$1,120.00	COM
76708008	94,089	\$0.10	0	0	0	0	\$5.00	\$9,408.90	COM
76708009	6,750	\$0.10	0	0	0	0	\$5.00	\$675.00	COM
76708010	6,750	\$0.10	0	0	0	0	\$5.00	\$675.00	COM
76708011	5,434	\$0.10	0	0	0	0	\$5.00	\$543.40	COM
76708016	10,000	\$0.10	80	0	0	80	\$5.00	\$1,400.00	COM
76708017	10,000	\$0.10	80	0	0	80	\$5.00	\$1,400.00	COM
76708018	11,200	\$0.10	0	0	0	0	\$5.00	\$1,120.00	COM
76708033	9,680	\$0.10	80	0	0	80	\$5.00	\$1,368.00	COM
76708034	16,932	\$0.10	138	0	0	138	\$5.00	\$2,383.20	COM
76708045	5,000	\$0.10	40	0	0	40	\$5.00	\$700.00	COM
76708046	33,000	\$0.10	200	0	0	200	\$5.00	\$4,300.00	COM
76708063	4,403	\$0.10	0	0	0	0	\$5.00	\$440.30	COM
76708064	4,403	\$0.10	0	0	0	0	\$5.00	\$440.30	COM
72604013	60,548	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72613005	9,600	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72613006	9,600	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72613045	18,030	\$0.00	0	139	0	139	\$0.00	\$0.00	APT
72614024	6,400	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72614032	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72614033	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72614034	4,800	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72614035	4,800	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72614036	5,320	\$0.00	0	40	0	40	\$0.00	\$0.00	APT
72614037	5,360	\$0.00	0	40	0	40	\$0.00	\$0.00	APT
72614038	5,480	\$0.00	0	40	0	40	\$0.00	\$0.00	APT
72614043	7,200	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72614044	6,400	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72614054	11,040	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
72614056	10,220	\$0.00	0	70	0	70	\$0.00	\$0.00	APT
76707002	6,200	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76707003	6,200	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76707020	8,320	\$0.00	0	0	0	0	\$0.00	\$0.00	APT

APN	LOT SQFT	LOT SIZE RATE	FRONTAG E ON MONTERE ST	FRONTAG E ON DEBOLT ST	FRONTAG E ON 3RD	TOTAL FRONTAG E	FRONTAG E RATE	ASSESSME NT	CATEGORY
76707024	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76707071	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76707072	5,600	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76708002	12,480	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76708013	16,800	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76708019	9,800	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76708020	12,600	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76708024	8,000	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76708026	8,000	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76708042	9,000	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76708043	9,600	\$0.00	0	0	0	0	\$0.00	\$0.00	APT
76748011	16,932	\$0.00	0	0	0	0	\$0.00	\$0.00	APT

COM = Commercial

NP = Non-profit

SFR = Single-family Residential

CONDO = Condominium

APT = Apartment

APPENDIX 5 – TOTAL ESTIMATED MAXIMUM COST OF IMPROVEMENTS, MAINTENANCE, AND ACTIVITIES

The estimated maximum cost of the line items below was developed based on the estimated costs of providing services in the proposed MHPBID. The costs below are estimated; the actual line item costs will fluctuate. The table below shows expenditures from assessment and non-assessed funds. Assessment funds are governed by Section V. There is no limit on reallocation of non-assessment funds by the Owners' Association. The total maximum budget may exceed the maximum listed in this table if parcel ownership changes result in parcels being assessed at a higher rate due to a higher estimated benefit.

Year	Clean & Safe	Capital Improvements & Art Installations	Marketing and Special Events	Administration	Contingency / Reserve	Collection Fee	Total
2024	\$171,418.21	\$41,956.06	\$28,569.70	\$28,464.00	\$8,539.20	\$5,692.80	\$284,639.97
2025	\$176,560.76	\$43,214.74	\$29,426.79	\$29,317.92	\$8,795.38	\$5,863.58	\$293,179.17
2026	\$181,857.58	\$44,511.18	\$30,309.60	\$30,197.46	\$9,059.24	\$6,039.49	\$301,974.55
2027	\$187,313.31	\$45,846.52	\$31,218.88	\$31,103.38	\$9,331.01	\$6,220.68	\$311,033.78
2028	\$192,932.71	\$47,221.92	\$32,155.45	\$32,036.48	\$9,610.94	\$6,407.30	\$320,364.80
Total	\$910,082.56	\$222,750.42	\$151,680.43	\$151,119.24	\$45,335.77	\$30,223.85	\$1,511,192.27

RESOLUTION NO. 2022 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL FORMING THE MORGAN HILL PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, APPROVING THE ASSESSMENT FORMULA AND LEVYING THE ASSESSMENTS

WHEREAS, the Property and Business Improvement District Law of 1994, Streets and Highways Code §36600 et seq. authorizes cities to form property and business improvement districts upon petition by a weighted majority of property owners within the proposed district and affirmative ballot; and

WHEREAS, a majority of the property owners subject to assessment, weighted according to the amount of assessment to be paid by each property owner, have petitioned the City Council to form the Morgan Hill Property and Business Improvement District (“MHPBID”); and

WHEREAS, on September 28, 2022 the City Council adopted Resolution No. 22-045, which was the Resolution of Intention to form the MHPBID; and

WHEREAS, on November 16, 2022 the City Council conducted a public hearing at 7:00 PM at 17575 Peak Avenue, Morgan Hill, CA 95037, with respect to the formation of the MHPBID; and

WHEREAS, all written and oral protests made or filed were duly heard, evidence for and against the proposed action was received, and a full, fair and complete hearing was granted and held; and

WHEREAS, pursuant to California Constitution Article XIII D, ballots were mailed to property owners within the boundaries of the MHPBID, and, among those ballots returned to the City, a weighted majority of the property owners within the MHPBID have approved formation of the MHPBID; and

WHEREAS, a detailed engineer’s report prepared by a registered professional engineer certified by the State of California, Ross Peabody, in support of the MHPBID’s assessments, has been prepared, is incorporated in the Management District Plan, and is on file with the Office of the City Clerk and is incorporated herein by this reference. (“Engineer’s Report”).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORGAN HILL RESOLVES:

1. The recitals set forth herein are true and correct.
2. The Morgan Hill Property and Business Improvement District is hereby formed and the annual assessment is hereby levied for each year of the entire term of the MHPBID. The initial annual assessment will total approximately \$249,356.52. This is an updated calculation from the previous budget presented at the Resolution of Intention hearing. This budget is based on the most recent parcel information. The Engineer’s Report and all calculations in the Management District Plan have been re-calculated in accordance with the updated budget.
3. The Management District Plan and the Engineer’s Report reflecting the newest budget calculations are hereby approved.

4. The assessment shall be imposed on properties within the MHPBID. The boundaries of the MHPBID include: parcels north of Dunne, east of Del Monte, south of Main, and west of Butterfield, as shown in the map in the Management District Plan.

5. The assessment rate (cost to the parcel owner) is based on parcel type, parcel square footage, and in some cases, linear frontage. To determine a parcel's assessment, the applicable square footage and linear frontage rates in the table below is applied to the parcels within the MHPBID. Frontage rates are applied to parcels fronting East 3rd St, after Monterey Rd. intersection, Monterey Rd., and Depot St. Frontage rates are applied based on a parcel's frontage street. The initial annual assessment rates are shown below. Assessment rates may be subject to an increase of no more than three percent (3%) per year.

Parcel type	Square Footage Assessment rate (sq. ft.)	Linear Frontage Assessment rate (ln. ft.)
Commercial	\$0.10	\$5.00
Non-profit	\$0.04	\$2.00

6. The Assessment Roll for the Morgan Hill Property and Business Improvement District, City of Morgan Hill, State of California has been filed with the City Clerk, and is hereby approved.

7. The assessments shall be collected in accordance with Section 36631 of the Streets and Highways Code.

8. The assessment levied for the MHPBID shall be applied towards Clean and Safe programs, Capital Improvements and Art Installations, Marketing and Special Events, and related Management and Administration as described in the Management District Plan.

9. Bonds shall not be issued.

10. Properties within the MHPBID are subject to any amendments to Part 7 (commencing with Section 36600) to Division 18 of the Streets and Highways Code.

11. The improvements, maintenance, and activities to be provided in the MHPBID will be funded by the levy of the assessments specified in the assessment roll. The revenue from the levy of such assessments shall not be used to provide improvements, maintenance or activities outside the MHPBID or for any purpose other than the purposes specified in the Resolution of Intention and Management District Plan. Notwithstanding the foregoing, improvements, maintenance and activities that must be provided outside the MHPBID boundaries to create a special benefit to the assessed parcels may be provided, but shall be limited to marketing or signage pointing to the MHPBID.

12. All property within the MHPBID will be benefited specially and directly by the improvements, maintenance and activities funded by the assessments proposed to be levied.

13. The City Clerk is directed to take all necessary actions to complete the formation of the MHPBID. The City Clerk is directed to record in the County Recorder's Office a notice and assessment diagram as required by Streets and Highways Code section 36627.

14. If any section, subsection, sentence, clause or phrase of this resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses or phases hereof be declares invalid or unconstitutional.

15. This resolution shall take effect immediately.

I HEREBY CERTIFY that the foregoing Resolution was introduced and adopted at a regular meeting of the City Council on the _____ day of _____ 2022 by the following vote:

AYES: Council Members:
NOES: Council Members:
ABSENT: Council Members:
ABSTAIN: Council Members:

Mayor

ATTEST:

CITY CLERK

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Gina Paolini, Principal Planner

APPROVED BY: City Manager

APPEAL (AAE2022-0007) OF PLANNING COMMISSION APPROVAL OF VESTING TENTATIVE MAP (SD2021-0004), DESIGN PERMIT (SR2021-0014), AND A DETERMINATION THAT THE PROJECT IS EXEMPT FROM CEQA, FOR A 93-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT PROPOSED BY DENOVA HOMES. THE PROPERTY, IDENTIFIED BY ASSESSOR PARCEL NUMBERS 726-42-001 AND -002 ARE LOCATED WEST OF THE MONTEREY ROAD/BURNETT AVENUE INTERSECTION (FAMILY RV SITE)

RECOMMENDATION(S)

1. Grant a hearing de novo;
2. Open/close public hearing; and
3. Adopt resolution denying the appeal and reaffirming the decision of the Planning Commission to approve the project subject to Conditions of Approval.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Preserving and Cultivating Public Trust

Advancing Regional Initiatives

2022-2023 Strategic Priorities

Affordable Housing and Homelessness

Community Outreach, Engagement, and Messaging

Guiding Documents

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

On September 13, 2022, the Planning Commission held a public hearing and adopted Resolution No. 22-17 approving a Vesting Tentative Map (SD2021-0004) and Design Permit (SR2021-0014) for a 93-unit residential condominium development proposed by DeNova Homes located west of the Monterey Road/Burnett Avenue intersection (Family

RV site). This project is being appealed by Robert C., Long, Jr., who has filed an appeal of the decision of the Planning Commission to approve Vesting Tentative Map and Design Permit (SD2021-0004 and SR2021-0014) allowing the development of a 93-unit residential condominium development. In accordance with Chapter 18.112 (Appeals) of the Morgan Hill Municipal Code, all decisions of the Planning Commission may be appealed to the City Council.

Planning Commission Actions

The Planning Commission discussed the project and received public testimony at their September 13, 2022 meeting. After hearing public testimony and clarifying the Conditions of Approval to address identified issues raised by the neighboring property owners, the Planning Commission approved Resolution No. 22-17 (Attachment 2), which included the following additional/modified conditions:

- a. Residential Landscape Buffer (Southern Property Line): Subject to the approval of the Development Services Director or designee, the landscape plans shall be modified to include additional trees and larger trees (maximum 24-inch box) along the southern property line shared with the Angelica Court properties. The applicant and City shall select evergreen tree species for quick growth, large canopies, and minimal “shedding”, that comply with the Water Efficient Landscape Ordinance and other City standards.
- b. Fence (Southern Property Line): The applicant shall install a 7-foot- tall (6’ solid, 1 foot lattice) wood fence along the property line shared with the Angelica Court properties, provided that the fence is taller and provides better “screening value” than the existing fence, subject to the approval of the Development Services Director or designee.
- c. Masonry Wall: A 7-foot-tall masonry wall shall be constructed along the shared commercial/residential property line (i.e., northern project boundary). The location of the recommended noise barrier is illustrated on Figure 11 (Noise Barrier Location) of the Modified Initial Study. The construction of a 7- foot-tall masonry wall is estimated to provide approximately 5 dB of attenuation of commercial noise at the project site, which would reduce the highest measured hourly average (Leq) commercial operations noise level to a state of compliance with the General Plan 60 dB Leq exterior noise level standard (This modification was made to increase the wall height from 6 feet to 7 feet).

The September 13, 2022 Planning Commission [staff report](#) (web link) has been provided for complete project details.

The Appeal

The appeal was filed on September 23, 2022, within 10 calendar days following the date the decision was rendered by the Planning Commission, consistent with Chapter 18.112. The appellant's letters (Attachments 3 and 4) provide pertinent facts and the basis for the appeal. The appellant does not feel that the concerns expressed by the neighbors were validated at the Planning Commission hearing, and has the following concerns identified in *italics*:

- a. *The new Town home balconies appear to stick out from the residents*

approximately 4'6" and they appear to extend over the 20' setback.

The required setback along the shared property line with the appellant is 5 feet. The project is providing 18.5 feet at the narrowest point along the property line. There will be a 5-foot walking path within the setback. The remaining area will be landscaped with shrubs, ground cover and trees. The project complies with the City's Residential Development Design and Development Standards and City's Municipal Code.

b. The plans are for the buildings to be 40' in height. There is or was a supplemental standard of chapter 18.92 about daylight plane (included below). Figure 18.90-2 shows diagram of 25' then a minimum of 45 degrees back for daylight.

The applicant has voluntarily provided an Architectural modification exhibit (Attachment 5) which demonstrates ideas to reduce some of the peak height of the 7-plex building. The peak height of the building could be reduced 2 feet, 6 inches. There is the ability to reduce the first floor plate by 6 inches. Additional ideas for deck screening have also been provided. The applicant is willing to add additional screening to the decks should the City desire the modification. Staff has reviewed the deck screening alternatives, and would not support the proposal, as the screening would not appear to be an integral part of the overall design, and would stand out as an add-on feature. The larger trees and fence improvements, on the other hand, would provide acceptable screening. If the applicant is voluntarily willing to adjust the peak height of the building, there would be no objection to this idea; however, as designed, the project does not exceed the City's height requirement of 35 feet, with 10 feet devoted to a roof element. The project has been designed with varying wall planes, heights and setbacks, complying with the City's Residential Development Design and Development Standards and City's Municipal Code.

c. The height of the building will possibly minimize our solar panels to our houses and impede on the solar we use to heat our pools.

The applicant has voluntarily prepared a sun/shade exhibit (Attachment 6) which demonstrates that due to the south-to-north orientation of the property, no shade/shadow impacts will impact the neighbors between the hours of 9am and 3pm throughout the year (with the exception of a small part of the trailer park next door). The project has been designed with varying wall planes, heights and setbacks that exceed City standards, and complies with the City's Residential Development Design and Development Standards and City's Municipal Code.

d. The type and size of trees - we are worried about tree roots with our pools and decks, more shade over the pools, and landscape foliage coming over the fence. Most of the wind comes from the direction of San Jose and will carry the debris into our yards and homes.

The project was conditioned by the Planning Commission, with acceptance by the applicant, to require additional trees and larger trees (maximum 24-inch box) along the southern property line shared with the Angelica Court properties. In addition, the

Planning Commission requested that the applicant select evergreen tree species for quick growth, large canopies, and minimal “shedding”, that comply with the Water Efficient Landscape Ordinance and other City standards. This requirement was made to address the privacy concerns expressed by the appellant at the Planning Commission meeting. The applicant has provided 2 cross-sections (and plan view) of the relationship between Building 16 and the properties of 25 and 35 Angelica Way (Attachment 7). A supplemental tree-screening exhibit (Attachment 8) shows the approximate installation size of the trees.

e. With the buildings facing our yards, HVAC units will more than likely be in the front of the units. We will have noise directly in back of us from those units. The sound will reflect off the building and be amplified.

A Noise Assessment was prepared for the project as part of the Environmental Assessment of the project. The proposed project would locate air-conditioning equipment (condensers) on outdoor ground level patios and upper-floor decks of the proposed apartment buildings. Specific condenser models have not yet been selected for the project. As such, to estimate project condenser equipment noise level exposure at existing adjacent land uses, sound level data for a typical residential condenser unit (the Carrier Model CA15NA030) was used. Reference sound power levels with accepted sound propagation (-6 dB per doubling of distance) were used to predict the level of mechanical equipment noise which would be expected at the property lines of the existing adjacent land uses. It was determined that HVAC equipment noise levels are predicted to satisfy the Morgan Hill Municipal Code exterior noise level standards of 60 and 65 dB Leq for residential and commercial uses, respectively, at the property lines of the existing adjacent land uses. In addition, ambient plus project HVAC equipment noise level increases during daytime and nighttime hours were calculated at the adjacent land uses. The increases in ambient noise levels from project HVAC equipment noise levels were calculated to range from less than 0.1 dB to 0.6 dB Leq during daytime hours at the adjacent land uses. The increases in ambient noise levels from project HVAC equipment are calculated to range from less than 0.1 dB to 2.9 dB Leq during nighttime hours at the adjacent land uses. The calculated increases in ambient noise levels identified above are below the applied significance criterion of 5 dB. Noise exposure from project HVAC equipment is predicted to comply with applicable Morgan Hill Municipal Code noise level standards at the nearest existing land uses, and noise level exposure from the HVAC equipment is not calculated to significantly increase ambient noise levels at the adjacent land uses.

f. Traffic is already impacted coming into Morgan Hill. During school and work commute, traffic is unbearable. Peebles Avenue is already clogged during commute time and will have an increase number of drivers going to and from Ann Sobrato High School. There are children walking and riding bikes to school and will have to be even more cautious. The traffic impact studies need to be looked at as a whole community, not project by project. With this project, there are 4 projects in the works with totals as follows:

- a. Monterey – Kerley 92 units*
- b. Monterey – Miner 249 units*

c. Butterfield Village Apartment 389 units

d. Jarvis/Evergreen Village 125 units

Total 856 units

We are probably missing some on the north part of town, but this is a negative impact.

A Trip Generation and Operations Analysis and a Vehicle-Miles Traveled (VMT) Assessment have been prepared by Hexagon Transportation Consultants for the proposed project. The law has changed with respect to how transportation-related impacts may be addressed under CEQA. Traditionally, lead agencies used "Level of Service" or "LOS" to assess the significance of such impacts, with greater levels of congestion considered to be more significant than lesser levels. Due to recent legislation, automobile delay as measured by a LOS, no longer constitutes a significant environmental effect. Transportation impacts are now only measured in terms of VMT. The City continues to request an analysis for consistency with the City's applicable LOS standards in order to determine if the project should be conditioned to implement any transportation operation enhancements. The Traffic analysis demonstrated that intersections studied are "currently operating at better than the City's LOS standard and the addition of project traffic would not result in the degradation of the study intersections' levels of service during the AM and PM peak hours."

g. Our city is continually tasked with restrictions on water and electricity. The developments are going to add to those restrictions.

The proposed project is consistent with the site's current land use and zoning designations, the type and intensity of growth that would be induced by the proposed project was generally considered in the 2035 General Plan and associated water use has been analyzed in the General Plan EIR and the City's updated 2020 Urban Water Management Plan (UWMP). According to the General Plan EIR, sufficient water supplies would be available to serve buildout of the General Plan from existing entitlements and resources, and new or expanded entitlements would not be required during single- and multiple-dry years. Therefore, the General Plan EIR concluded that in accordance with applicable regulations and water conservation policies, as well as applicable General Plan policies, impacts under normal, single-dry and multiple-dry years would be less than significant.

Electricity service for the proposed project would be provided by PG&E by way of existing electrical infrastructure in the project's vicinity. The project would not require major upgrades to, or extension of, existing infrastructure. It was determined that the project would not result in any peculiar effects that would require further CEQA review with regards to Utilities and Service Systems.

h. The buildings will block the air flow to our homes. We are very conscientious about use of natural resources and open our windows and doors to cool off our homes when possible. Our blinds/doors have to be open for this to work and that will be hard to do without our privacy and wind being blocked by the buildings.

As previously stated, the project has been designed to comply with the City's Residential Development Design and Development Standards and City's Municipal Code.

i. Light pollution from the buildings into our homes.

The Initial Study prepared for the project demonstrates that any impacts on aesthetics, including damage to scenic resources or light that would affect day or nighttime views in the area were adequately addressed in the General Plan EIR.

j. View of any sky is eliminated from our first and second floors and the sunsets that we enjoy. Monterey does not run North-South.

See i above.

k. The other developments mentioned above, do not impede on residential homes, as this one does.

The distinction of the proposed project and other residential projects within the City is not grounds for an appeal.

l. The potential for our home values to decrease is very real.

The development of the project on property values is not grounds for an appeal.

Housing Accountability Act

The Project is a "housing development project", as defined by the Housing Accountability Act (HAA), because the project is composed of only residential units. The HAA prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, a housing development project. To deny a project, the City would need to find that "the housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved..." In accordance with the HAA "specific adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health safety standards, policies, or conditions as they existed on the date the application was deemed complete. The project has been designed consistent with the City's General Plan, the zoning code, subdivision ordinance provisions, and the City's Residential Development Design and Development Standards, with the exception of a Density Bonus concession that was granted to the project by the City Council on February 26, 2022. The HAA specifies that the receipt of a density bonus does not "constitute a valid basis on which to find a proposed housing development project is inconsistent, not in compliance or not in conformity..."

The City has received a letter from Holland & Knight, dated October 20, 2022 (Attachment 9), which explains that the granting of the appeal would violate the HAA. In addition, a letter has been received from YIMBY law dated October 19, 2022 (Attachment 10). YIMBY Law sues municipalities when they fail to comply with state

housing laws, including the HAA. YIMBY law has stated in their letter that if the City fails to comply with the law, YIMBY law will take legal action.

Conclusion

As discussed, facts have not been provided to adequately support the request. For the reasons set forth in this report, it is recommended that the City Council adopt a resolution denying the appeal.

COMMUNITY ENGAGEMENT:

The City Council considered a density bonus concession for the project on February 26, 2022 and adopted Resolution No. 22-004, approving an increase in floor area for the project. The Planning Commission held a public hearing on the proposed project at their September 13, 2022 meeting and adopted Resolution No. 22-17 approving the project. A notice of the appeal hearing was publicly noticed, including a mailing to property owners within 600 feet of the project and within the newspaper for the minimum 10-day period.

ALTERNATIVE ACTIONS:

The City Council could grant the appeal, requiring redesign of the project; however, in doing so, the City could be exposed to substantial liability. A broad range of plaintiffs can sue to enforce the HAA, and the City would bear the burden of proof in any challenge (Gov. Code § 65589.5(k)). The HAA makes attorney's fees and costs of suit presumptively available to prevailing plaintiffs, requires a minimum fine of \$10,000 per housing unit for jurisdictions that fail to comply with the act within 60 days, and authorizes fines to be multiplied by five times if a court concludes that a local jurisdiction acted in bad faith when rejecting a housing development.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council considered a density bonus concession for the project on February 26, 2022 and adopted Resolution No. 22-004, approving an increase in floor area for the project. The Planning Commission held a public hearing on the proposed project at their September 13, 2022 meeting and adopted Resolution No. 22-17, approving the project.

FISCAL AND RESOURCE IMPACT:

The City Development Review functions are cost-recovery, with fees collected to cover the cost of services. These fees have been collected from the applicant. Appeal fees for the appellant are not cost recovery fees and were reduced by the City Council to not create an impediment to public participation.

CEQA (California Environmental Quality Act):

Pursuant to Section 15183 of the CEQA Guidelines, where a project is consistent with the use and density established for a property under an existing general plan or zoning

ordinance for which the City has already certified an EIR, additional environmental review is not required “except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.” If such requirements are met, the examination of environmental effects is limited to those which the agency determines, in an Initial Study or other analysis. For this project, a [Modified Initial Study \(IS\)/15183 Checklist](#) (web link) has been prepared which examines impacts from the proposed project in accordance with the requirements of the CEQA. As set forth by Sections 15168 and 15183 of the CEQA Guidelines, the program EIR, in this case, the City’s General Plan EIR, serves as a basis for the Modified IS to determine if projects specific impacts would occur that are not adequately covered in the previously certified EIR.

The proposed project would comply with all applicable General Plan policies, Municipal Code standards, other applicable local, County and State regulations. In addition, as discussed in the Air Quality, Geology and Soils, Hazards and Hazardous Materials, and Noise sections of the Modified Initial Study, the proposed project would not cause substantial effects to human beings, including effects related to exposure to air pollutants, geologic hazards, hazardous materials, and excessive noise, beyond the effects previously analyzed as part of the General Plan EIR. The City has determined that the proposed project is consistent with the General Plan EIR. All project impacts have been determined to be less than significant, or can be mitigated to a less-than significant level given required compliance with General Plan policies or mitigation measures included in the General Plan EIR.

Based upon the analysis, it was determined that the project was exempt pursuant to CEQA Guidelines Section 15332, Class 32 (in-fill development). A Notice of Exemption was filed for the project on September 15, 2022.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL DENYING THE APPEAL SUBMITTED BY ROBERT C. LONG, JR. FOR VESTING TENTATIVE MAP SD2021-0004 AND DESIGN PERMIT SR2021-0014 MONTEREY-KERLEY AND REAFFIRMING THE APPROVAL OF THE VESTING TENTATIVE MAP AND DESIGN PERMIT FOR THE 93-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT ON PROPERTY LOCATED WEST OF THE MONTEREY ROAD/BURNETT AVENUE INTERSECTION (APN'S 726-42-001 AND -002)

WHEREAS, such request was considered by the Planning Commission at its regular meeting of September 13, 2022, at which time the Planning Commission approved Vesting Tentative Map SD2021-0004 and Design Permit SR2021-0014: Monterey-Kerley; 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 adjacent property owner, Robert C., Long, Jr., filed an appeal of the Planning Commission's decision on the Application to the City Council pursuant to the applicable provisions of the Morgan Hill Municipal Code; and

WHEREAS, at the time and place noticed for a hearing on the appeal, the City Council of the City of Morgan Hill conducted a *de novo* appeal hearing on the Applications, provided all interested persons an opportunity to be heard, and received, reviewed and considered all testimony and other evidence provided regarding the subject of this appeal.

NOW, THEREFORE, BASED UPON ALL OF THE INFORMATION SUBMITTED TO THE CITY COUNCIL FOR THE APPEAL AT THE PUBLIC HEARING CONDUCTED FOR THE APPEAL, THE CITY COUNCIL OF THE CITY OF MORGAN HILL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Following are the relevant facts in connection with Application:

- A. The approved Design Permit and Vesting Tentative Map are consistent with the Zoning Ordinance and the General Plan.
- B. At their meeting of September 13, 2012, the Planning Commission found that the Design Permit and Vesting Tentative Map would be consistent with the Vesting Tentative Map Finding (MHMC Section 17.20.090) and Design Permit Findings (MHMC Section 18.101.040.J). The basis and findings were set forth in the September 13, 2022, staff report.

SECTION 2. Based upon the above facts, the City Council finds as follows:

- A. The facts set forth above are true and correct and new facts have not been provided to the City Council through the public hearing conducted on the appeal related to the Application that negate or materially alter the relevant facts set forth above or that would otherwise support a determination that the appeal should be granted, such that the City Council finds that:
 - 1. The proposed subdivision, together with its provisions for its design and

improvements, is consistent with the General Plan or specific plans adopted by the City.

The Vesting Tentative Map entitled “Vesting Tentative Map 19380 Monterey Road” submitted by Ruggeri Jensen Azar dated February 2022, has been designed consistent with the City’s General Plan, considering neighborhood circulation patterns, and providing future connections.

2. The project is consistent with the General Plan, and Zoning Ordinance.

The City of Morgan Hill 2035 General Plan designates the site as Mixed-Use Flex which permits a mix of residential, commercial, and office uses applied either vertically or horizontally. The Mixed-Use Flex designation allows 7 to 24 units per acre. The project is developing at 20 units per acre, consistent with the General Plan.

3. The project is subject to the SB 330 permit streamlining process and has been designed consistent with the City’s Design Review Criteria and the City’s Residential Development Design and Development Standards.

The proposed project complies with all applicable design standards and guidelines contained in the Design Review Handbook and the City’s adopted Residential Development Design and Development Standards.

4. The proposed project development will not be detrimental to the public health, safety, or welfare or materially injurious to the properties or improvements in the vicinity.

The development site is not located adjacent to any wildlands that could expose people or structures to wildfire risks. The project site is not located within an earthquake fault zone. In addition, the project will comply with stormwater and building code requirements. The project will not be detrimental to the public health, safety, or welfare, and will not be materially injurious to the properties or improvements in the vicinity.

5. The proposed project complies with all Design Review criteria in subsection H. of Section 18.108.040 of the municipal code.

The project as proposed complies with all criteria in subsection H of Section 18.108.040 (Design Review Criteria) of the Morgan Hill Municipal Code as demonstrated in the staff report.

SECTION 3. Based upon the above facts and findings the City Council determines as follows:

- A. The approval of the Vesting Tentative Map and Design Permit granted by the Planning Commission on September 13, 2022, was made consistent with the Morgan Hill Municipal Code. Therefore, the appeal submitted regarding the applications should not be approved.
- B. The Planning Commission approval as set forth in Planning Commission Resolution No. 22-17, attached hereto as Exhibit A and incorporated herein by this reference, is hereby reaffirmed and approved.

SECTION 4. For the reasons set forth above, the appeal is **DENIED**.

**PASSED AND ADOPTED THIS ____ DAY OF _____, 2022 AT A
REGULAR MEETING OF THE CITY COUNCIL BY THE FOLLOWING VOTE:**

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

DATE: _____

Rich Constantine, MAYOR

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. _____, adopted by the City Council at the meeting held on _____, 2022.

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

DATE: _____

EXHIBIT A

RESOLUTION NO. 22-17

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF MORGAN HILL APPROVING A SINGLE-
LOT VESTING TENTATIVE MAP ON A 4.6-ACRE SITE
AND A DESIGN PERMIT FOR A 93-UNIT CONDOMINIUM
DEVELOPMENT FOR PROPERTY LOCATED WEST OF
THE MONTEREY ROAD/BURNETT AVENUE
INTERSECTION (DENOVA HOMES) (APN 726-42-001
AND -002)**

WHEREAS, on September 23, 2021, DeNova Homes, Inc. submitted applications for a single-lot Vesting Tentative Map and Design Permit for a 93-unit condominium development. (SD2021-0004/SR2021-0014/EA2021-0012: Monterey-Kerley (DeNova Homes)); and

WHEREAS, such requests were considered by the Planning Commission at its meeting of September 13, 2022; and

WHEREAS, pursuant to Section 15183 of the CEQA Guidelines, where a project is consistent with the use and density established for a property under an existing general plan or zoning ordinance for which the City has already certified an EIR, additional environmental review is not required “except as might be necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.” If such requirements are met, the examination of environmental effects is limited to those which the agency determines, in an Initial Study or other analysis; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA) the City completed a Modified Initial Study/15183 Checklist to determine whether the project could have a significant effect on the environment; and

WHEREAS, the proposed project is consistent with the General Plan EIR. All project impacts have been determined to be less than significant, or can be mitigated to a less-than-significant level given required compliance with General Plan policies or mitigation measures included in the General Plan EIR; and

WHEREAS, the project qualifies for exemption under CEQA Guidelines Section 15332, Class 32 (In-fill development); 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, THE MORGAN HILL PLANNING COMMISSION DOES
RESOLVE AS FOLLOWS:**

SECTION 1. Recitals

The Planning Commission has considered the full record before it, which may include but not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided. Furthermore, the recitals set forth above are found to be true and correct and are incorporated herein by reference.

SECTION 2. California Environmental Quality Act Finding

Finding: The Modified Initial Study prepared for the Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA.

The Planning Division of the City of Morgan Hill prepared an Initial Study for the Monterey-Kerley Project (Planning File No's. SD2021-0004, SR2021-0014, and EA2021-0012) in accordance with the requirements of the California Environmental Quality Act of 1970, as amended ("CEQA"), and state and local guidelines implementing CEQA; and

SECTION 3. Vesting Tentative Map Finding (MHMC Section 17.20.090)

Finding: The proposed subdivision, together with its provisions for its design and improvements, is consistent with the General Plan or specific plans adopted by the City.

The Vesting Tentative Map entitled "Vesting Tentative Map 19380 Monterey Road" submitted by Ruggeri Jensen Azar dated February 2022, attached as Exhibit A has been designed consistent with the City's General Plan, considering neighborhood circulation patterns, and providing future connections.

SECTION 4. Design Permit Findings (MHMC Section 18.101.040.J)

Finding: The project is consistent with the General Plan, and Zoning Ordinance.

The City of Morgan Hill 2035 General Plan designates the site as Mixed-Use Flex which permits a mix of residential, commercial, and office uses applied either vertically or horizontally. The Mixed-Use Flex designation allows 7 to 24 units per acre. The project is developing at 20 units per acre, consistent with the General Plan.

The project site is located in the MU-F Zoning District within Block Two of the Monterey Road Corridor. Typically to develop multi-family dwellings within this district, a Block Level Master Plan (BLMP)/PD Master Plan, and Conditional Use Permit would be required. SB 330 supersedes the Municipal Code requirement of a BLMP/PD Master Plan/Conditional Use Permit required for housing on this site.

Finding: The project is subject to the SB 330 permit streamlining process and has been designed consistent with the City's Design Review Criteria and the City's Residential Development Design and Development Standards

The proposed project complies with all applicable design standards and guidelines contained in the Design Review Handbook and the City's adopted Residential Development Design and Development Standards.

Finding: The proposed project development will not be detrimental to the public health, safety, or welfare or materially injurious to the properties or improvements in the vicinity.

The development site is not located adjacent to any wildlands that could expose people or structures to wildfire risks. The project site is not located within an earthquake fault zone. In addition, the project will comply with stormwater and building code requirements. The project will not be detrimental to the public health, safety, or welfare, and will not be materially injurious to the properties or improvements in the vicinity.

Finding: The proposed project complies with all Design Review criteria in subsection H. of Section 18.108.040 of the municipal code.

The project as proposed complies with all criteria in subsection H of Section 18.108.040 (Design Review Criteria) of the Morgan Hill Municipal Code as demonstrated in the staff report.

SECTION 6. The Planning Commission approves SD2021-0004/SR2021-0014/EA2021-0012: Monterey-Kerley (DeNova Homes). The design shall be expressly conditioned in conformance with conditions incorporated herein and as attached as Exhibit "B". Minor deviations to the site review permit may be approved by the Development Services Director when consistent with the overall intent of the project.

PASSED AND ADOPTED THIS 13th DAY OF SEPTEMBER 2022, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS: MUELLER, TANDA, HABIB, DOWNEY

NOES: COMMISSIONERS: LAKE, WILSON

ABSTAIN: COMMISSIONERS: NONE

ABSENT: COMMISSIONERS: KUMAR

ATTEST:

Jenna Luna
JENNA LUNA, Deputy City Clerk

APPROVED:

Joseph Mueller
JOSEPH MUELLER, Chair

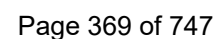


EXHIBIT "B" STANDARD CONDITIONS

**APPLICATION NO: SD2021-0004/SR2021-0014/EA2021-0012- Monterey-Kerley
(DeNova Homes)**

**THE FOLLOWING APPROVAL REQUIREMENTS AND ANY SPECIAL CONDITIONS
SHALL BE APPLIED THROUGH THE DEVELOPMENT APPROVAL PROCESS.**

Legend

MHMC= Morgan Hill Municipal Code
MHARH= Morgan Hill Architectural Review Handbook
CMH= City of Morgan Hill
CFC= California Fire Code

I. PROJECT DESCRIPTION

The condominium project will consist of 93-units, spread across 20, three-story buildings. With the exception of the southernmost buildings (Buildings 16 and 17), each of which will be arranged in a seven-plex configuration, the proposed buildings will be arranged in either fourplex or five-plex configurations. Each unit will provide a two-vehicle garage on the first floor, two floors of living space, and a second-floor deck. Three unit types are proposed: Unit 1 will consist of two bedrooms, while Units 2 and 3 will offer three bedrooms. Each unit will include a porch located at the first-floor entry, directly beneath each unit's second-floor deck. The proposed four-plex and seven-plex configurations will be constructed at a height of 40 feet, while five-plex configurations will be developed at a height of 40.25 feet.

The project will include 186 covered parking spaces (garage spaces) for residents, and 39 uncovered parking spaces for guests, for a total of 225 parking spaces. Each of the 93 garages will be pre-wired to contain the necessary infrastructure for future residents to be able to install and use electric vehicle (EV) charging stations. Approximately 41 percent of the proposed project's parking spaces will have EV charging capabilities. Every garage will include a 12 square foot space for long-term bicycle parking.

The project will include various amenities, including a dog park, picnic areas, passive recreation areas, and an exercise structure. Fifteen percent of the units (14) will be deed restricted inclusionary housing units restricted for moderate income households.

A single-lot Vesting Tentative Map will be created.

Concession

1. Floor Area Ratio: The maximum FAR for project sites zoned MU-F in the City is

0.5. The project has a maximum FAR of 0.98. At its hearing on Feb 16, 2022, the City Council made the requisite findings to concur with this concession of the MU-F standards.

The project shall comply with all requirements of related project approvals granted by the City, including all of the following:

- A. Vesting Tentative Map SD2021-0004
- B. Design Review SR2021-0014
- D. Environmental Assessment EA2021-0012

II. PROJECT CONDITIONS OF APPROVAL

This Design Permit approval is limited to the plan sets prepared by RJA dated February 2022 and SDG Architects dated December 2021, on file (File Number SR2021-0014) with the Development Services Department. The approved building plans and landscape plans must be in substantial conformance with the Design Permit plans as determined by the Development Services Director. These documents show the location and dimensions of all vehicle and pedestrian circulation ways (ingress/egress), common areas, and other easement areas.

It shall be the responsibility of the Owner to ensure that any changes or modifications to the Project or any Unit are in compliance with the original City Conditions of Approval of the Project, which are incorporated herein.

PLANNING DIVISION

DEFENSE AND INDEMNITY

- A. As part of, and in connection, with this application to the City of Morgan Hill, Applicant agrees to defend, indemnify, and hold harmless the City of Morgan Hill, its officers, agents, employees, officials and representatives (Indemnitees) from and against any and all claims, actions, or proceedings arising from any suit for damages or for equitable or injunctive relief which is filed against City to attack, set aside, void or annul its approval of this application or any related decision, or the adoption of any environmental documents which relates to said approval. The City shall promptly notify the Applicant of any such claim, action or proceeding and the City shall cooperate fully in the defense thereof. In the event that Applicant is required to defend Indemnitees in connection with the proceeding, Indemnitees shall retain the right to approve (a) the counsel to so defend Indemnitees; (b) all significant decisions concerning the manner in which the defense is conducted; and (c) any and all settlements, which approval shall not be unreasonably withheld. This indemnification shall include, but is not limited to, (a) all pre-tender

litigation costs incurred on behalf of the City, including City's attorney's fees and all other litigation costs and expenses, including expert witnesses, required to defend against any lawsuit brought as a result of City's approval or approvals; (b) reasonable internal City administrative costs, including but not limited to staff time and expense spent on the litigation, after tender is accepted; and (c) all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision. City may, in its sole discretion, participate in the defense of such action; but such participation shall not relieve Applicant of its obligations under this condition. The undersigned hereby represents that they are the Applicant or are fully empowered by the Applicant as their agent to agree to provide the indemnification, defense and hold harmless obligations, and the signature below represents the unconditional agreement by Applicant to be bound by such conditions.

TIME LIMITS

- A. **Term:** The Design Permit approval granted pursuant to this Resolution shall remain in effect for two years to September 13, 2024. Failure to obtain building permits within this term shall result in termination of approval unless an extension of time is granted with a showing of just cause prior to expiration date. **(MHMC 18.108.040)**
- B. **Term:** The Vesting Tentative Map approval granted pursuant to this Approval Certificate shall remain in effect for two years to September 13, 2024. Failure to apply for Final Map approval with the City Engineer within this term shall result in expiration of approval unless an extension of time is granted by the Development Services Department prior to the expiration date. **(MHMC 18.104.210)**

SITE DEVELOPMENT

- A. **Final Site Development Plans:** Final site development plans shall be reviewed for conformance with the RJA plans dated February 2022 (SR2021-0014) and in accordance with Morgan Hill Municipal Code Section 18.108.040 (Design Permit) and approved by the Development Services Department prior to issuance of a building permit. All such plans shall include:
1. Detail depicting all concrete curbs as full formed.
 2. Provision of catalogue drawings depicting the proposed parking area lighting fixtures. Exterior lighting of the building and site shall be designed so that lighting is not directed onto adjacent properties and light source is shielded from direct off-site viewing.
 3. Ramps, special parking spaces, signing and other physical features for the

disabled, shall be provided throughout the site for all publicly used facilities.

4. All mechanical equipment, including electrical and gas meters, post indicator valve, backflow prevention devices, etc., shall be architecturally screened from view or located interior to the building. All ground mounted utility appurtenances such as transformers shall not be visible from any public right-of-way and shall be adequately screened through the use or combination of concrete or masonry walls, berming, and landscaping. **(MHARH p.20, 45, 79)** For additional screening, backflow preventers shall be painted dark green, except the fire connection which shall be painted yellow.
5. All existing on-site overhead utilities shall be placed underground in an approved conduit from the service connection at the street or at the property line to the service connection at the building.

B. **Pedestrian Access:** The Project shall provide pedestrian walkways in compliance with ADA requirements and with Section 18.72.060.H of the Morgan Hill Municipal Code, which states the following:

1. Parking lots with more than thirty parking spaces shall include a pedestrian walkway in compliance with ADA requirements.
2. The design of the pedestrian walkway shall be clearly visible and distinguished from parking and circulation areas through striping, contrasting paving material, or other similar method as approved by the Development Services Director.

C. **Bicycle parking.** The project shall provide short-term and long-term bicycle parking spaces in conformance with Section 18.72.080 and Table 18.72-7 of the Morgan Hill Municipal Code:

Table 18.72-7: Required Bicycle Parking Spaces

Land Use	Required Bicycle Parking Spaces	
	Short-Term Spaces	Long-Term Spaces
Multi-family dwellings	10 percent of required automobile spaces; min. of 4 spaces	1 per 5 units

1. **Short-Term/Class II Bicycle Parking Standards.** Short-term bicycle parking shall be located within one hundred feet of the primary entrance of the structure or use it is intended to serve.
2. **Long-Term Bicycle Parking Standards.** The following standards apply

to long-term bicycle parking:

- a. Location. Long-term bicycle parking shall be located on or within seven hundred fifty feet of the use that it is intended to serve.
- b. Security. Long-term bicycle parking spaces shall be secured. Spaces are considered secured if they are:
 - i. In a locked room or area enclosed by a fence with a locked gate;
 - ii. Within view or within one hundred feet of an attendant or security guard;
 - iii. In an area that is monitored by a security camera; or
 - iv. Visible from employee work areas.

3. **Parking Space Dimensions.**

- a. Minimum dimensions of two feet by six feet shall be provided for each bicycle parking space.
- b. An aisle of at least five feet shall be provided behind all bicycle parking to allow room for maneuvering.
- c. 2 feet of clearance shall be provided between bicycle parking spaces and adjacent walls, polls, landscaping, pedestrian paths, and other similar features.
- d. Four feet of clearance shall be provided between bicycle parking spaces and adjacent automobile parking spaces and drive aisles.

4. **Rack Design.** Bicycle racks must be capable of locking both the wheels and the frame of the bicycle and of supporting bicycles in an upright position.

5. **Cover.** Required cover for bicycle parking spaces shall be permanent, designed to protect the bicycle from rainfall, and at least seven feet above the floor or ground.

The location of all bicycle parking spaces shall be identified prior to issuance of a building permit.

D. **Electric Vehicle Charging Stations:** The Project shall provide electric vehicle charging stations in compliance with Section 18.72.040.C of the Morgan Hill Municipal Code. The project is required to provide two charging stations, plus one for each additional fifty parking spaces. The developer shall provide location of each charging station prior to issuance of building permit.

E. **Garage parking:** Residents shall use dedicated garages for parking. This requirement shall be incorporated into the Covenants, Conditions and Restrictions (CC&R's) for the project.

F. **Street Names:** Street names, private or otherwise, used to identify building

locations shall be submitted at building permit stage to the Planning Division for approval. Proposed street names shall comply with the Street Naming Policy approved by City Council (Resolution No. 4601).

BUILDING DESIGN

- A. **Roof mounted mechanical equipment:** All roof mounted mechanical equipment shall be placed within a screened roof top enclosure depicted on the elevation drawings or located below the parapet level and shall not be visible from the ground at any distance from the building. Cross section roof drawings shall be provided at the building permit stage indicating the relative height of the screen wall or parapet. Minimum screen height or parapet depth shall be 5 feet or greater to match the height of any proposed equipment. **(MHARH p.48, 65, 87, 106)**
- B. **Building mounted lighting:** Lighting fixtures shall not project above the fascia or roofline of the building. Any ground mounted lighting projecting onto the building or site shall be subject to the review and approval of the Development Services Director. Adjustment to the lighting intensity may be required after the commencement of the use. **(MHARH p. 67, 109)**
- C. **Architectural elements:** A final site development plan shall be provided at the building permit stage for review and approval to the Development Services Director prior to issuance of a building permit.
 - 1. All vents, gutters, downspouts, flashing, electrical conduits, etc. shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior.
 - 2. Soffits and other architectural elements visible from view but not detailed on the plans shall be finished in a material in harmony with the exterior of the building.

PARKING, VEHICULAR ACCESS AND LANDSCAPING

- A. **Parking lot landscaping:** All landscaping within parking lots shall comply with the requirements of Chapter 18.72 (Landscaping) in addition to the standards within this section.
 - 1. **Interior Landscaping.** All areas within a parking lot not utilized for parking spaces or access/circulation shall be landscaped. For parking lots with more than fifteen spaces, the minimum amount of interior landscaping is specified in Table 18.72-6. Interior landscaping is defined as any landscaped area surrounded on at least two sides by parking spaces or drive aisles, and excluding areas around the perimeter of the parcel or development site.

Table 18.72-6: Minimum Required Parking Lot Landscaping

Number of Required Parking Spaces	Percent of Surface Parking Area to be Landscaped
16-30	10 percent
31-60	15 percent
Over 60	20 Percent

2. **Shade Trees.**
 - a. One shade tree shall be provided for every five parking spaces in a parking lot.
 - b. Shade trees shall be a minimum twenty-four-inch box in size and shall provide a minimum thirty-foot canopy at maturity.
 - c. Shade trees shall be of a type that can reach maturity within fifteen years of planting and shall be selected from a city-recommended list of canopy tree species.
 - d. Shade trees shall be arranged in a parking lot to provide maximum shade coverage (based on a thirty-foot canopy) on August 21. The arrangement should approximate nearly fifty percent shade coverage.
 3. **Concrete Curbs.**
 - a. All landscape areas shall be separated from parking spaces, drive aisles and driveways by a continuous, raised concrete curb. Raised concrete curbs shall be a minimum of six inches high by four inches deep.
 - b. The city may approve alternatives to raised concrete curbs as needed to comply with any mandatory stormwater drainage standards.
 4. **Parking Space Landscaping.** A maximum of two feet at the front end of a parking space may be landscaped with low shrubs or ground cover in which a vehicle could extend over in lieu of paving surface. This landscaping may not count toward minimum required parking lot landscaped area.
 5. **Timing.** Landscaping shall be installed prior to the city's authorization to occupy any buildings served by the parking area, or prior to the final inspection for the parking lot.
- B. **Planting and irrigation working drawings:** Detailed landscape planting and irrigation working drawings shall be submitted to the Development Services Director for approval prior to issuance of building permits. Landscape plans for streets and landscape easements shall be part of the improvement plan submittal.
- C. **Lighting:** Walkways and pedestrian pathways in landscaped areas or common

areas not considered building entrances or a part of parking lot areas shall be illuminated with a minimum of one (1) foot-candle to ensure safe nighttime conditions. **(MHARH p.30, 67, 108)**

1. A final photometric plan shall be provided at the building permit stage for review and approval to the Development Services Director prior to issuance of a building permit.
- D. **Maintenance of landscaping:** The landscaping installed and accepted with this project shall be maintained on the site as stated within the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Development Services Director.
- E. **Water Conserving Landscape Ordinance:** The landscape plans shall be in conformance with the City's Water Conserving Landscape Ordinance that was developed in accordance with California law. This Ordinance restricts landscaping turf to certain areas, specifies plant selection, requires certain types of irrigation equipment, and calls for the development of comprehensive water use calculations as an aspect of the submitted landscape plans. **(MHMC 18.64)**
- F. **Reciprocal Ingress/Egress Easements:** Prior to issuance of a certificate of occupancy, the property owner shall record an appropriate deed restriction and covenant running with the land subject to review and approval of the Development Services Director for a reciprocal ingress/egress easement along the common driveway.
- G. **Residential Landscape Buffer (Southern Property Line): Subject to the approval of the Development Services Director or designee, the landscape plans shall be modified to include additional trees and larger trees (maximum 24-inch box) along the southern property line shared with the Angelica Court properties. The applicant and City shall select evergreen tree species for quick growth, large canopies, and minimal "shedding", that comply with the Water Efficient Landscape Ordinance and other City standards.**

SIGNS

- A. **Separate application required for sign approval:** Signs proposed for this development shall be designed in conformance with the Sign Ordinance and shall require separate application and approval by the Planning Division prior to installation of any signs.
- B. **Directory signs required:** Directory sign(s) and location map(s) shall be provided for apartment, condominium, or townhouse projects prior to occupancy. Location of the sign(s) shall be interior to the project and design of the directory

sign(s) shall be approved by the Planning Division and Fire Department prior to issuance of building permits. **(MHARH p.61)**

HABITAT PLAN

- A. **Fees:** The approved project is covered pursuant to the Santa Clara Valley Habitat Plan (Habitat Plan) and subject to fees and conditions contained in the Habitat Plan.
- B. **Application Package:** Prior to issuance of a grading permit, the project shall complete and submit a Habitat Plan Application Package. All fees shall be paid prior to issuance of a grading permit. **(MHMC 18.132)**
- C. **Conditions:** Any additional conditions or mitigations required by the Habitat Plan shall be clearly stated on all plans that involve any ground disturbing activity (i.e. grading plans, improvement plans, paving plans, demolition plans or other plans for site clearing or temporary stockpile of dirt). **(MHMC 18.132)**

AIR QUALITY

- A. **Basic Construction Mitigation Measures (BCMMs) related to dust suppression.** The following measures shall be implemented with the project:
 - 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - 2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - 3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
 - 4. All vehicle speeds on unpaved roads shall be limited to 15 mph.
 - 5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
 - 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
 - 7. All construction equipment shall be maintained and properly tuned in

accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.

8. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

BIOLOGICAL RESOURCES

- A. **Preconstruction Nesting Bird Survey:** If construction activities associated with the proposed project are to be conducted during the breeding season (i.e., February 1 through August 31), a preconstruction nesting bird survey shall be conducted. The survey shall be performed by a qualified biologist no more than three days prior to the initiation of work, and shall encompass the project site as well as visual inspection of trees within 500 feet of the site to identify active nests. If nesting or breeding activity is not observed, further action is not required, and work may proceed without restrictions. All survey results shall be submitted to the City of Morgan Hill Development Services Department prior to the start of construction.

If construction activities are to be conducted outside of the breeding season (i.e., September 1 through January 31), preconstruction surveys for nesting migratory birds are not necessary.

- B. **Buffer Zone:** If any active nests are located within the study area, an appropriate buffer zone shall be established around the nests, as determined by the project biologist. The biologist shall mark the buffer zone with construction tape or pin flags and maintain the buffer zone until the end of breeding season or the young have successfully fledged. Buffer zones are typically between 100 feet and 250 feet for migratory bird nests and between 250 feet and 500 feet for a raptor nest. If active nests are found within the study area, a qualified biologist shall monitor nests daily for a minimum of five days during construction to evaluate potential nesting disturbance by construction activities. If construction activities cause the nesting bird(s) to vocalize, make defensive flights at intruders, get up from a brooding position, or fly off the nest, then an exclusionary buffer shall be increased, as determined by the qualified biologist, such that activities are far enough from the nest to stop the agitated behavior. The exclusionary buffer shall remain in place until the chicks have fledged or as otherwise determined by a qualified biologist.
- C. **Tree Removal Permit:** Any tree subject to Chapter 12.32 Restrictions on Removal of Significant Trees of the Morgan Hill Municipal Code requires approval

from the Planning Division. The applicant shall request approval prior to removing any significant trees.

D. **Tree Protection:** Unless tree removal has been previously approved, all trees located within 25 feet of any site disturbance shall be protected using the following minimum protection measures (these guidelines shall be included with all site development plans):

1. Mark all trees to be saved with a survey flag or ribbon. Do not nail or staple directly to the tree.
2. Erect a temporary fence enclosing an area equal to at least the dripline of the tree (or as far from the trunk as possible). This tree protection zone shall not be used for parking, storage of building materials, or other equipment or the placement of temporary or permanent fill. Signs should be posted identifying the restriction of uses in the tree protection zone.
3. Locate structures, grade changes, and other ground or surface disturbances (e.g. concrete pours) as far as feasible from the “dripline” area of the tree.
4. Avoid root damage through grading, trenching, and compaction, at least within an area 1.5 times the dripline area of the tree. Where root damage cannot be avoided, roots encountered over 1 inch in diameter should be exposed approximately 12 inches beyond the area to be disturbed (towards the tree stem), by hand excavation, or with specialized hydraulic or pneumatic equipment, cut cleanly with hand pruners or power saw and immediately back-filled with soil. Avoid tearing or otherwise disturbing that portion of the roots to remain.
5. The addition of plant or other landscaping materials shall remain outside of the dripline of all trees.
6. All trees proposed to be removed from the project site shall be replaced at a 1:1 ratio. All replacement trees shall be a minimum of 15-gallons in size. All replacement trees shall be shown on the landscape plans and approved by the Development Services Director prior to the issuance of the building/grading permit.

CULTURAL RESOURCES

A. **Significant historic or archaeological materials:** A moderate potential exists for unrecorded historic-period archaeological resources to be within the project area. The developer shall enter into written contracts with an archaeologist and the Tamien Nation Tribe, and pay all fees associated with the activities required by this condition. The following policies and procedures for treatment and disposition of inadvertently discovered human remains or archaeological

materials shall apply:

1. Prior to start of grading or earthmoving activity (includes demolition and moving of heavy equipment on site) on the "first day of construction", the archaeologist and Tribal Monitor shall hold a pre-construction meeting for the purposes of "cultural sensitivity training" with the general contractor and subcontractors.
2. A Tamien Nation Tribal Monitor shall be present on-site to monitor all ground-disturbing activities and an archaeologist shall be on-call. Where historical or archaeological artifacts are found, work in areas where remains or artifacts are found will be restricted or stopped until proper protocols are met, as described below:
 - a. Work at the location of the find will halt immediately within fifty feet of the find. If an archaeologist is not present at the time of the discovery, the applicant shall contact an archaeologist for evaluation of the find to determine whether it qualifies as a unique archaeological resource as defined by this chapter;
 - b. If the find is determined not to be a Unique Archaeological Resource, construction can continue. The archaeologist will prepare a brief informal memo/letter in collaboration with a tribal representative that describes and assesses the significance of the resource, including a discussion of the methods used to determine significance for the find;
 - c. If the find appears significant and to qualify as a unique archaeological resource, the archaeologist will determine if the resource can be avoided and will detail avoidance procedures in a formal memo/letter; and
 - d. If the resource cannot be avoided, the archaeologist in collaboration with a tribal representative shall develop within forty-eight hours an action plan to avoid or minimize impacts. The field crew shall not proceed until the action plan is approved by the Development Services Director. The action plan shall be in conformance with California Public Resources Code 21083.2.
3. The following policies and procedures for treatment and disposition of inadvertently discovered human remains or archaeological materials shall apply. If human remains are discovered, it is probable they are the remains of Native Americans,
 - a. If human remains are encountered, they shall be treated with dignity

and respect as due to them. Discovery of Native American remains is a very sensitive issue and serious concern. Information about such a discovery shall be held in confidence by all project personnel on a need-to-know basis. The rights of Native Americans to practice ceremonial observances on sites, in labs, and around artifacts shall be upheld.

- b. Remains should not be held by human hands. Surgical gloves should be worn if remains need to be handled.
 - c. Surgical mask should also be worn to prevent exposure to pathogens that may be associated with the remains.
4. In the event that known or suspected Native American remains are encountered, or significant historic or archaeological materials are discovered, ground-disturbing activities shall be immediately stopped. Examples of significant historic or archaeological materials include, but are not limited to, concentrations of historic artifacts (e.g., bottles, ceramics) or prehistoric artifacts (chipped chert or obsidian, arrow points, ground stone mortars and pestles), culturally altered ash stained midden soils associated with pre-contact Native American habitation sites, concentrations of fire-altered rock and/or burned or charred organic materials and historic structure remains such as stone lined building foundations, wells or privy pits. Ground-disturbing project activities may continue in other areas that are outside the exclusion zone as defined below.
5. An "exclusion zone" where unauthorized equipment and personnel are not permitted shall be established (e.g., taped off) around the discovery area plus a reasonable buffer zone by the contractor foreman or authorized representative, or party who made the discovery and initiated these protocols, or if on-site at the time of discovery, by the monitoring archaeologist and tribal representative (typically twenty-five to fifty feet for single burial or archaeological find).
6. The discovery locale shall be secured (e.g., 24-hour surveillance) as directed by the City or County if considered prudent to avoid further disturbances.
7. The Contractor Foreman or authorized representative, or party who made the discovery and initiated these protocols shall be responsible for immediately contacting by telephone the parties listed below to report the find and initiate the consultation process for treatment and disposition:
 - The City of Morgan Hill Development Services Director (408) 779-7247

- The Contractor's Point(s) of Contact
 - The Coroner of the County of Santa Clara (if human remains found) (408) 793-1900
 - The Native American Heritage Commission (NAHC) in Sacramento (916) 653-4082
 - The Amah Mutsun Tribal Band (916) 481-5785 (H) or (916) 743-5833 (C)
 - The Tamien Nation (707)295-4011 (office) and (925)336-5359 (THPO)
8. The Coroner has two working days to examine the remains after being notified of the discovery. If the remains are Native American the Coroner has 24 hours to notify the NAHC.
 9. The NAHC is responsible for identifying and immediately notifying the Most Likely Descendant (MLD). (Note: NAHC policy holds that the Native American Monitor will not be designated the MLD.)
 10. Within 24 hours of their notification by the NAHC, the MLD will be granted permission to inspect the discovery site if they so choose.
 11. Within 24 hours of their notification by the NAHC, the MLD may recommend to the City's Development Services Director the recommended means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The recommendation may include the scientific removal and non-destructive or destructive analysis of human remains and items associated with Native American burials. Only those osteological analyses or DNA analyses recommended by the appropriate tribe may be considered and carried out.
 12. If the MLD recommendation is rejected by the City of Morgan Hill the parties will attempt to mediate the disagreement with the NAHC. If mediation fails then the remains and all associated grave offerings shall be reburied with appropriate dignity on the property in a location not subject to further subsurface disturbance.

HAZARDOUS MATERIALS

- A. Dieldrin has been identified as exceeding the regulatory levels at locations ID-1, ID-2, and ID-4 in the limited soil analysis conducted by Apex. Following demolition and prior to issuance of a grading permit, additional soil sampling (in areas not capped with concrete) at a minimum of eight locations (approximate depth of surface to 1/2 and 1 1/2 to 2 feet) shall be completed for pesticides and pesticide related metals (lead, arsenic and mercury) and petroleum hydrocarbons such as gasoline, diesel, and motor oil and CAM 17 metals, to determine whether Regional Water Quality Control Board Environmental Screening Levels (ESLs)

are exceeded in any additional samples. The additional samplings shall be included in the Soil Remediation and Soil Management Plan to be provided to SCCDEH.

- B. Soil disturbance on-site shall be conducted under a Soil Remediation and Soil Management Plan, and shall be under the oversight of the Santa Clara County Department of Environmental Health (SCCDEH). The SCCDEH shall oversee implementation of the Soil Remediation and Soil Management Plan, which shall include, but shall not be limited to, sampling activities performed, relevant ESLs for identified contaminants, summary of contaminated concentrations, and locations where ESLs are exceeded, and the plan for removing and properly disposing of the impacted areas. A qualified field geologist shall be present to observe excavation, disposal, and soil collection activities. Observations shall be made during demolition activities including, but not limited to, areas that may contain underground structures, buried debris, stained soils, waste drums, or odorous soils. If areas of possible contamination are encountered during demolition, they shall be properly handled. Stained soil, if encountered, a plan shall be developed for removal and proper disposal. The field geologist shall prepare a report summarizing the results of the Workplan for Shallow Soil Remediation upon completion of soil remediation activities. The report shall be submitted to the City of Morgan Hill Development Services Department for review and approval prior to issuance of a grading permit.
- C. The former inground lift shall be disposed of in a regulatory approved manner. Once removed, testing shall be completed on surrounding soil for contaminants. If soil contamination is found to exceed ESLs, a plan shall be developed for the removal and proper disposal.
- D. Prior to issuance of a demolition permit for on-site structures, the project applicant shall consult with certified Asbestos and/or Lead Risk Assessors to complete and submit for review to the Building Department an asbestos and lead survey. If asbestos-containing materials or lead-containing materials are not discovered during the survey, further mitigation related to asbestos-containing materials or lead-containing materials shall not be required. If asbestos-containing materials and/or lead-containing materials are discovered by the survey, the project applicant shall prepare a work plan to demonstrate how the on-site asbestos-containing materials and/or lead-containing materials shall be removed in accordance with current California Occupational Health and Safety (Cal-OSHA) Administration regulations and disposed of in accordance with all CalEPA regulations, prior to the demolition and/or removal of the on-site structures. The plan shall include the requirement that work shall be conducted by a Cal-OSHA registered asbestos and lead abatement contractor in accordance with Title 8 CCR 1529 and Title 8 CCR 1532.1 regarding asbestos and lead training, engineering controls, and certifications. The applicant shall submit the work plan to the City for review and approval. The City has the right to defer the work plan

to the Santa Clara County Department of Environmental Health for additional review. Materials containing more than one (1) percent asbestos that is friable are also subject to BAAQMD regulations. Removal of materials containing more than one (1) percent friable asbestos shall be completed in accordance with BAAQMD Section 11-2-303.

NOISE

- A. **Construction Hours:** The project shall comply with Chapter 8.28 of the Morgan Hill Municipal Code which prohibits construction activities between 8:00 PM and 7:00 AM, Monday through Friday, and between 6:00 PM and 9:00 AM on Saturdays. Construction activities may not occur on Sundays or federal holidays.
- B. **Window and Door Upgrades:** To comply with the General Plan's interior noise level criteria including a factor of safety, the windows and doors of the building locations identified on Figure 9 (Window and Door Upgrade Locations-Bedrooms) and Figure 10 (Window and Door Upgrade Location -Other Habitable Rooms) (see Modified Initial Study for figures) shall be upgraded to the minimum STC rating indicated. Figure 9 shows the locations and associated STC ratings needed for bedroom windows/doors. Figure 10 illustrates the locations and associated STC ratings required for all other habitable room windows/doors.
- C. **Mechanical Ventilation:** Mechanical ventilation (air conditioning) shall be provided to all residences of the proposed project to allow the occupants to close doors and windows, as desired, for additional acoustical isolation.
- D. **Disclosure:** Disclosure statements shall be provided to all prospective residents of the proposed project, notifying of elevated noise levels during railroad passages, particularly during nighttime operations and periods of warning horn usage.
- E. **Construction Noise:** During project construction, the project contractor shall ensure that to the maximum extent feasible, the following measures are incorporated into the project construction operations:
- Noise-generating construction activities shall be limited to the hours identified in Municipal Code Section 8.28.040(D);
 - The project shall utilize temporary construction noise control measures including the use of temporary noise barriers, or other appropriate measures as mitigation for noise generated during construction of projects;
 - All noise-producing project equipment and vehicles using internal-combustion engines shall be equipped with manufacturers-recommended mufflers and be maintained in good working condition;
 - All mobile or fixed noise-producing equipment used on the project site that are regulated for noise output by a federal, State, or local agency shall comply with such regulations while in the course of project activity;

- Electrically powered equipment shall be used instead of pneumatic or internal-combustion-powered equipment, where feasible;
- Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors;
- Project area and site access road speed limits shall be established and enforced during the construction period; and
- Nearby residences shall be notified of construction schedules so that arrangements can be made, if desired, to limit their exposure to short-term increases in ambient noise levels.

The aforementioned criteria shall be included in the project improvement plans submitted by the applicant/developer for review and approval to the City of Morgan Hill Development Services Department, prior to issuance of grading permits. Exceptions to allow expanded construction activities shall be reviewed on a case-by-case basis as determined by the City Engineer.

- F. **Masonry Wall:** A ~~6~~7-foot-tall masonry wall shall be constructed along the shared commercial/residential property line (i.e., northern project boundary). The location of the recommended noise barrier is illustrated on Figure 11 (Noise Barrier Location) (see Modified Initial Study for figure). The construction of a ~~6~~7-foot-tall masonry wall at the location illustrated on Figure 11 is estimated to provide approximately 5 dB of attenuation of commercial noise at the project site, which would reduce the highest measured hourly average (Leq) commercial operations noise level to a state of compliance with the General Plan 60 dB Leq exterior noise level standard.
- G. **Fence (Southern Property Line):The applicant shall install a 7-foot- tall (6' solid, 1 foot lattice) wood fence along the property line shared with the Angelica Court properties, provided that the fence is taller and provides better "screening value" than the existing fence, subject to the approval of the Development Services Director or designee.**

GENERAL

- A. **Mitigation Fee Act:** Notice is hereby given that, pursuant to the Mitigation Fee Act, the City of Morgan Hill charges certain fees (as such term is defined in Government Code Section 66000) in connection with approval of this development project for the purpose of defraying all or a portion of the cost of public facilities related to this development project (Mitigation Fee Act Fees). These fees do not include fees for processing applications for governmental regulatory actions or approvals, or fees collected as part of development agreements. The Mitigation Fee Act Fees applying to this project are listed in the schedule of fees to be provided at building permit stage. Notice is also hereby given that the Developer has an opportunity to protest the imposition of the Mitigation Fee Act Fees within 90 days of the approval or conditional approval of

this development project and that the 90-day protest period has begun.

- B. **Covenants, Conditions and Restrictions:** The applicant shall provide a set of Covenants, Conditions and Restrictions (CC&R's), Bylaws and Articles of Incorporation, for review and approval by the Development Services Director prior to final occupancy or recordation of a final map. All such CC&Rs shall include the following:

1. The Owners recognize that the use, modification and proper maintenance of the Common Area and public right-of-way(s)* are for the benefit of all citizens of the City of Morgan Hill (City) and that the City is an intended third-party beneficiary of these covenants, conditions and restrictions and may, upon notice of hearing as set forth below, exercise the same powers of enforcement as the Association.

*Public right-of-way: Exclusive of streets dedicated to and accepted by the City of Morgan Hill.

2. The City may, by mail or personal delivery, give written notice of the breach of any maintenance obligation to the Association with a demand that such breach be remedied. If such breach is not remedied within thirty (30) days of the mailing or delivery of such notice, the City shall have standing and the right (but not the obligation) to bring a court action against the Association and Owners to enforce such provision. In addition, the City shall be entitled to recover reasonable attorneys' fees and costs incurred in such action.
3. The Notice may also contain a date for a hearing on the matter before a City employee designated by the City (which hearing shall be held no sooner than fifteen (15) days after mailing of such notice), and if after such hearing the City determines that there has been inadequate maintenance, the City shall have the right (but not the obligation) to undertake the maintenance of the Common Area or public right-of-way in question. Any and all costs incurred by the City in so maintaining the Common Area or public right-of-way shall be a lien against all the properties included with the Project and shall be the personal responsibility of the Owners and the Association.
4. The entire Project and all of the properties located thereon shall be subject to the conditions and restrictions of all subdivision and other Project approvals by the City, with respect to the Project. Any changes and/or modifications to the Project and/or any Unit, including but not limited to changes to the exterior of any Unit, may be subject to review and approval of the City of Morgan Hill as may be determined by review of the Project approvals by the City of Morgan Hill.

5. This section may not be amended without the prior written consent of the Development Services Director for the City. Nothing contained in this section shall limit any other right or remedy which the City may have under its ordinances or state law.
6. For the purposes of this section, the question of whether there has been a breach of a maintenance obligation or adequate maintenance shall be determined by the provisions of the original Declaration as first recorded with the County Recorder for Santa Clara County and by any amendment thereto, but only to the extent that such maintenance obligation or duty of maintenance is increased by such amendment.
7. **Disclosure: A statement shall be inserted into the homeowner disclosures identifying the potential for noise, dust, and other business-related operations created by the adjacent business (Irish Construction Co.), to the north.**

ENGINEERING DIVISION

Project Specific

- A. **Final Map:** The project's Tract/Final Map shall be approved by the City Council prior to issuance of a grading permit. (MHMC 17.20.390; 17.24.210)
 1. Public Service Easement: The project shall dedicate a 10' wide Public Service Easement (PSE) along the Monterey Road frontage.
 2. The project shall provide the following easements on site: Public Service Easement (PSE), Emergency Vehicle Access Easement (EVAE), Private Access Easement (PRAE), and Landscape Easement (LSE).
- B. **Parkland Dedication/Parkland Fee In-Lieu:** This project is subject to the Parkland Dedication and Parkland Fee In-Lieu requirements (MHMC 17.28).
 1. The developer shall pay fees, in-lieu of parkland dedication, at the time of filing of the project's final map to meet the parkland obligation. The project's parkland obligation will be calculated using the formula shown in MHMC Section 17.28.060 and is estimated to be \$1,957,482.
 2. Private recreation credits, which could allow a credit of up to 40% towards the parkland obligation, could be available for private open space(s) within the subdivision that meets the standard requirements listed in MHMC Section 17.28.130.
- C. **Sewer System Improvements**
 1. **Private Sanitary Sewer Maintenance Agreement:** Prior to final map approval/building permit issuance, the Owner(s) shall enter into a Private

Sanitary Sewer Maintenance Agreement with the City for maintenance of all private sanitary sewer facilities which includes the private sewer mains, sewer laterals, force main and lift station (if necessary), and any other appurtenances. The Agreement shall be recorded at the County Recorder's Office prior to building final.

- D. **Stormwater Infrastructure/Stormwater Management:** The project is located within the jurisdiction of the San Francisco Bay (Region 2) Regional Water Quality Control Board (RWQCB). However, the City is regulated by the Central Coast RWQCB (Region 3) through an NPDES permit (State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ; National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004) and the City's Residential Development Design and Development Standards require that the project comply with the Central Coast (Region 3) requirements as documented by the Stormwater Management Guidance Manual for Low Impact Development and Post-Construction Requirements ("Stormwater Guidance Manual"). Therefore, the project is required to use the more stringent Low Impact Development (LID) design strategies from the Central Coast (Region 3).
1. At improvement plan/building permit stage, the project shall address the following:
 - a. Submit the final Stormwater Runoff Management Plan and final Stormwater Control Plan (SWCP)/Report that comply with the Stormwater Guidance Manual.
 - b. Submit revised plans to show the construction details for the proposed Filterra Treatment planters, subsurface infiltration systems, overflow structures, and outlet pipes.
 2. The proposed subsurface infiltration systems shall comply with Chapter 6.5, "Subsurface Infiltration System" and Appendix A of the SCVURPPP C.3 Stormwater Handbook and the Santa Clara Valley Water District's (SCVWD) Guidelines for Stormwater Infiltration Devices.
 3. **Maintenance Access to Stormwater Facilities:** All stormwater management control measures shall be accessible at any given time for the purpose of operation, maintenance, and inspections. At improvement plan/building permit stage, the developer/owner(s) shall provide the inspection and equipment access details in the Stormwater Facility Maintenance section of the SWCP and in the Stormwater BMP Operation and Maintenance Agreement.
 4. **On-Site Retention Facility(ies):** Due to lack of existing off-site drainage conveyance adjacent to the project, the project shall provide on-site retention facility(ies) designed to retain the 100-year, 24-hour design storm volume.

The retention facilities shall comply with current City standards and other applicable requirements.

- a. The 100-year, 24-hour design storm event volume of 6.50" rainfall is per the City's 2018 Storm Drain Master Plan's Hydrologic and Hydraulic Design Criteria.
- b. Per City Storm Drain Design Standard Section 4.1600, 25% of the total retention basin volume shall be considered freeboard.
- c. The on-site drainage retention volume may coincide with the project's stormwater post-construction requirements.

E. Street Improvements:

1. **Utility Undergrounding:** The project shall underground the existing overhead utilities following overhead utilities along the project's Monterey Road frontage only and locate the facilities underneath the sidewalk.
2. At building permit stage, the pavement section design of Monterey Road shall be verified based on actual field conditions (arterial street standard TI=8 and true R value).
3. Detailed review of the proposed street improvements, including Broadband design, will be performed at the improvement plan/building permit stage.

F. Water System Improvements:

1. **Dedicated Irrigation Service:** The project shall provide a dedicated irrigation service, meter, and backflow preventor assembly in accordance with current City standards.
2. **Private On-Site Domestic and Fire Mains:** The proposed on-site domestic and fire mains within the private streets/drive aisles shall be privately owned and maintained water systems by the property owner(s) or the Homeowners' Association (HOA).
 - a. The private domestic water systems shall be looped to have two separate connections to the City water main. Each domestic connection to the City main shall have a public master meter and each fire connection to the City main shall have a double check detector backflow assembly; all water connections shall comply with current City standards.
 - b. The project shall include ownership and maintenance responsibilities of the on-site private water systems in the HOA's Covenants, Conditions, and Restrictions (CC&Rs) that are recorded concurrently with the Final Map.
3. **Public Water Main Relocation:** The project shall relocate the existing 8" City water main from the future detached sidewalk alignment to the adjacent roadway. The relocation shall be along the entire Monterey Road project

frontage. The edge of the relocated water main trench shall be a minimum of 2' from the concrete lip of gutter and comply with current City standards.

4. **Water Main Separation Criteria:** All new water main installations (public and private) shall adhere to the separation criteria established by the California Waterworks Standards (California Code of Regulations (CCR), Title 22, Division 4, Chapter 16, Section 64572). Any proposal for alternative compliance to these requirements shall be submitted to the State Water Resources Control Board' Division of Drinking Water, pursuant to CCR, Title 22, Section 64551.100.

GENERAL

A. Final Map:

1. The applicant shall have a Final Map prepared by a registered engineer (licensed prior to 01/01/1982: registration number 33,965 or lower) or licensed land surveyor delineating all parcels and easements created. There shall be concurrence in writing by PG & E, Telephone, Cable TV and any other affected agencies to all improvements and easements which are applicable to them. The number and locations of monuments shall be set as required by the City Engineer. **(MHMC 17.20.200 A; 17.20.290; 17.24.010)**

- B. Public and Private Improvements:** The applicant shall cause the construction of all public and private improvements in accordance with the latest City Standard Drawings and Specifications. **(MHMC 12.02.090 A; 17.32.010 A)**

- C. Improvement Plans:** The applicant shall submit as part of the improvement drawings for the project, profiles of all improvements in the project and typical cross-sections of all streets and details of curbs, gutters, and sidewalks, to be accomplished to the satisfaction of the City Engineer prior to submittal of Final Map. **(MHMC Sec 17.32.060 B; 17.32.070; 17.32.080 A)**

1. Improvement plans shall show water lines, sanitary sewer, storm drain system, pavement widths, curve radius, and existing utilities.

- D. Encroachment Permits:** Obtain necessary encroachment permits from the City of Morgan Hill and provide guarantee covering off-site improvements. **(MHMC 12.08.040 A; 12.08.090)**

- E. Subdivision Improvement Agreement:** Enter into a Subdivision Improvement Agreement (SIA) with the City of Morgan Hill to cover required improvements. **(MHMC 12.02.150; 17.32.010 B; 17.32.160)**

- F. Impact Fee and Fee Increase:** The City of Morgan Hill, pursuant to City Code Chapter 3.56 has established impact fees to finance the cost of improvements

required by new development. City Code Chapter 3.56.050 provides for automatic annual (July 1st) adjustment of those fees in existence utilizing the Engineering News Record Index for the preceding twelve months. The City maintains historical records on the Engineering News Record Index. These records are available for inspection during normal business hours. **(MHMC 3.56.010; 3.56.030; 3.56.050)**

1. The developer shall pay all applicable impact fees in effect at the time of application submittal (August 12, 2021) and other engineering review fees prior to building permit issuance and at building final. The fees shall be based on the Public Works Fee Schedule prepared by Land Development Engineering.

STREET IMPROVEMENTS

- A. **Public and Private Streets:** The applicant shall cause the design and construction of all new public and private streets serving the project. The design of all new public and private streets shall be consistent with the General Plan Land Use and Circulation Element as well as the Street Standard Details as contained within the Public Works Standards Details. The construction of the streets shall be undertaken to the lines and grades and in a manner satisfactory to the City Engineer. All street improvements shall be constructed to the satisfaction of the City Engineer. The timing of the improvements will be determined by the City. **(MHMC 12.02.010; 12.02.090; 17.32.060 B; CMH General Plan; CMH Design Standards and Standard Details for Construction)**
- B. **Installation and Dedication of Streets:** The project shall install and dedicate street improvement including, but not limited to, curb and gutter, sidewalk, compaction, street paving, oiling, storm drainage facilities, sewer and water, fire protection, undergrounding of utilities and street lighting in conformance with City of Morgan Hill requirements. **(MHMC 12.02.010; 12.02.50; 12.02.080; 12.02.100; 17.28.010; 17.32.060)**
- C. **Right-of-Way Dedications:** The project shall dedicate and /or rededicate, in fee, a total of approximately 57 feet from center line of public right-of-way on Monterey Road. **(MHMC 12.02.010; 12.02.50; 12.02.080; 12.02.90; 12.02.100; 17.28.010)**
- D. **Underground existing utilities:** All existing overhead utilities adjacent to any site boundary or along any street frontage of site shall be placed underground in accordance with City standards and affected utility company guidelines. **(MHMC 12.02.090 B; 17.32.020 E.1)**
- E. **Street Trees:** The proposed street trees shall comply with the street tree species and spacing listed under the applicable zone in the Master Street Tree List of the

City's Master Street Tree Plan.

SANITARY SEWER SYSTEM

- A. **Design of Sewer Improvements:** The applicant shall cause to be undertaken the design and construction of sanitary sewer improvements including, but not limited to installation of sewer line extension on the proposed public street(s) or private street(s)/drive aisle(s). The sanitary collection system shall include, but not be limited to manholes with manhole frames and covers, cleanouts, wye-branches and laterals, and separate sewer taps to each lot. These are to be installed by the developer. **(MHMC 13.20.355; 17.32.020 C; CMH Sewer System Master Plan; CMH Design Standards and Standard Details for Construction)**
- B. **Sewer Connections:** All existing and future sewer lines shall be tied into the City's system and existing septic systems shall be abandoned in accordance with City requirements. **(MHMC 13.24.060; 17.32.20 C)**

STORM DRAIN SYSTEM

- A. **Storm Drainage Study:** A complete storm drainage study of the proposed development must be submitted showing amount of run-off, and existing and proposed drainage structure capacities. This study shall be subject to review and approval by the City Engineer. All needed improvements will be made by the applicant. No overloading of the existing system will be permitted. **(MHMC 17.32.020 B; 17.32.090; CMH Design Standards and Standard Details for Construction)**
- B. **Storm Drainage Design:** The applicant shall cause the design and construction to be undertaken for a storm drainage collection system shown on the Tentative Map/Design Review plans. All storm drain improvements shall be constructed to the satisfaction of the City Engineer. **(MHMC 17.32.020 A & B)**
- C. **Storm Drainage Capacity:** Collection system shall be designed to be capable of handling a 10-year storm without local flooding. On-site detention facilities shall be designed to a 25-year storm capacity. Streets shall be designed to carry 100-year storm. Items of construction shall include, but not be limited to installation of storm line extension on proposed public street(s), surface and subsurface storm drain facilities, manholes with manhole frames and covers, catch basins and laterals. Note: the project may be required to retain stormwater runoff as part of resolution R3-2013-0032 prior to releasing discharge rates at pre-development flows. **(MHMC 17.32.020 B; 18.74.440; CMH Design Standards and Standard Details for Construction; CMH Storm Drainage System Master Plan)**
- D. **Storm Drainage General Requirements:** Prior to issuance of a grading permit, the applicant shall complete the following to the satisfaction of the City Engineer.
 - 1. Storm drain calculations to determine detention/retention pond sizing and

operations.

2. Plan describing how material excavated during construction will be controlled to prevent this material from entering the storm drain system.
3. Water Pollution Control Drawings (WPCD) for Sediment and Erosion Control.

(CMH Design Standards and Standard Details for Construction)

E. **NPDES Construction Activity General Permit/SWPPP Requirements:** As required by the State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ, construction activity resulting in a land disturbance of one (1) acre or more of soil, or whose projects are part of a larger common plan of development that in total disturbs more than one (1) acre, are required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity (General Permit). To be permitted with the SWRCB under the General Permit, owners must file a complete Notice of Intent (NOI) ONLINE at: <http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp> and develop a Storm Water Pollution Prevention Plan (SWPPP) Manual in accordance with the General Permit. The SWPPP Manual shall follow the CASQA SWPPP template/format at <https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx> and shall be approved by Public Works Engineering. A Waste Discharger Identification (WDID) number to be issued to the construction site after the SWRCB receives and verifies the submitted ONLINE NOI information. The WDID number and approved SWPPP Manual shall be provided to Public Works and the Building Department prior to any approval of grading activities (**SWRCB NPDES General Permit CA000002**).

F. **NPDES General Permit/Site SWPPP Inspections and Compliance:**

1. ALL project onsite and offsite construction activity shall have the site inspected by a **qualified third party SWPPP Inspector (QSD or QSP or RCE)**.
2. SWPPP Inspections shall occur weekly during the rainy season (September 15th thru May 1st).
3. SWPPP Inspections shall occur bi-weekly during the non-rainy season.
4. 48 hours prior to and following a forecasted rain event, SWPPP Inspections shall occur in addition to those of items 2 or 3 above.
5. Per each of the inspection conditions 2, 3, or 4, SWPPP inspection reports, and when applicable, Rain Event Action Plans (REAPS) shall be e-mailed to: sw.construction@morganhill.ca.gov no later than 12:00 PM

each Monday for the previous week's inspections with a brief statement whether the site is in compliance or non-compliant.

6. Prior to rain events, BMPs not in compliance will need to be corrected immediately.
7. Illicit discharges per the NPDES General Permit, non-compliance of tracking control, and inlet protection within the public right of way shall be address immediately.
8. Other non-compliance issues need to be addressed within a 24-hour period.
9. Non-compliance issues which have been corrected shall be verified by NPDES SWPPP Inspector by a follow up inspection.
10. BMPs maintenance/inspections shall include tree protection, if applicable.

WATER SYSTEM

- A. **Domestic Water System:** The applicant shall cause the design and construction to be undertaken of a domestic water system to the satisfaction of the City Engineer. The water system improvements shall be constructed within public easements or street rights-of-way to the satisfaction of the City Engineer and dedicated to the City. **(MHMC 17.32.020 A & D; CMH Design Standards and Standard Details for Construction; CMH Water System Master Plan)**
- B. **Water well abandonment:** Abandonment of any existing water well shall be in conformance with Santa Clara Valley Water District (SCVWD) Ordinance 90-1. Location and disposition to be shown on the plan. Well(s) shall be properly registered with the SCVWD and either be maintained or abandoned in accordance with SCVWD standards.
- C. **Water line extension:** Install water line extension on the proposed public streets and/or private streets. **(MHMC 17.32.020 A & D; CMH Water System Master Plan)**
- D. **Water Master Meter:** All residential units are being served by a master public meter(s) and shall be privately sub-metered as allowed pursuant to Section 13.04.130.C of the Morgan Hill Municipal Code:
 1. The owner shall obtain approval/permit from the Public Works Department for the submeter system.
 - a. Any submeters shall accurately and completely measure all water consumed from the municipal water system.

- The owner shall agree to charge the tenant of each unit a water utility charge strictly based on the consumption by the occupants of the unit.
- c. Installation, maintenance, and monitoring of the submeter system shall be the responsibility of the owner, and in no circumstances shall the City be responsible.
 - d. If any water conservation plan is implemented or imposed by the City, the owner shall be responsible for complying with any reductions required by such plan as measured by consumption on the meter(s) directly connected to the municipal water system.
- 2. Failure to abide by the above conditions, and/or any other conditions the City may impose, may result in revocation of any permit issued and/or other action as authorized by law, such as at the owner's expense to install individual public water meters for each unit.
 - 3. Owner/developer shall execute an agreement with the City to cover/outline the requirements of Section 13.04.130.C of the Municipal Code to be reviewed and approved by the City Engineer or designee.
 - 4. Records of bookkeeping and private sub-metering usage shall be accurately maintained digitally. Upon request from the City, records shall be produced to the City within a 24-hour period.

OTHER CONDITIONS

- A. **Easement Dedications:** The owner shall dedicate all necessary utility easements. **(MHMC 12.02.080 D; 17.28.010 A)**
- B. **Undergrounding new utilities:** The applicant shall cause the design and construction required to underground all electric, gas, Cable TV, and communication lines within the development. Such design and construction shall be to the satisfaction of the affected utilities and the City Engineer. **(MHMC 17.32.020 E.1)**
- C. **Landscaping and Irrigation Systems:** Landscaping and irrigation systems serving common areas that are required to be installed in the public right-of-way on the perimeter of this tract area shall be continuously maintained by the property owner or designated maintenance entity.
- D. **Final Landscape Plans:** Final landscape plans shall be submitted with and included as part of the improvement plans for the subdivision. **(MHMC 17.08.090)**
- E. **Pre-construction Meeting:** Prior to the approval of any Building Permit for grading activity, the developer shall schedule a pre-construction meeting with the Public Works Inspection Division with the following project team members:
 - 1. Civil Engineer of record
 - 2. Geotechnical Engineer of record

3. Third Party QSD/QSP SWPPP Inspector
4. General Contractor
5. Sub-Contractors

- F. **As-Built Submittal Standards:** The developer shall submit digital as-builts of the project's Final Map, Grading Plan, and Improvement Plans which adhere to the City's updated GIS/CAD Developer Submittal Standards.

NPDES WATER QUALITY STORMWATER MANAGEMENT DEVELOPMENT STANDARDS

- A. **Stormwater Post Construction Requirements (PCRs):** Project shall comply with the California Regional Water Quality Control Board Central Coast Region Resolution No. R3-2013-0032 as documented by the **Stormwater Management Guidance Manual for Low Impact Development and Post-Construction Requirements** (developed from Resolution No. R-2013-0032 Attachment 1 and 2 at: http://www.waterboards.ca.gov/centralcoast/water_issues/programs/stormwater/docs/lid/lid_hydromod_charette_index.shtml). A copy of the Guidance Manual can be obtained from the City's Land Development Engineering webpage. Project shall provide Stormwater Runoff Management Plan, Stormwater Control Plan and Checklist, and applicable calculations per the Guidance Manual. Project shall meet the applicable Post-Construction Requirements:
1. Performance Requirement 1: Site Design and Runoff Reduction
 2. Performance Requirement 2: Water Quality Treatment
 3. Performance Requirement 3: Runoff Retention
 4. Performance Requirement 4: Peak Management
- B. **Peak Storm Water Runoff Discharge Rates** - Post-development peak storm water runoff discharge rates shall not exceed the estimated pre-development rate for developments where the increased peak storm water discharge rate will result in increased potential for downstream erosion. Note: the project may be required to **retain** stormwater runoff as part of resolution R3-2013-0032 prior to releasing discharge rates at pre-development flows.
- C. **Storm Drain System Stenciling and Signage:** All storm drain inlets and catch basins within the project area must be stenciled with prohibitive language (such as: "NO DUMPING – DRAINS TO CREEK") and/or graphical icons to discourage illegal dumping. Signs and prohibitive language and/or graphical icons, which prohibit illegal dumping, must be posted at public access points along channels and creeks within the project area. Legibility of stencils and signs must be maintained.
- D. **Outdoor Material Storage Areas:** The following Structural or Treatment BMPs are required for outdoor material storage areas:

1. Materials with the potential to contaminate storm water must be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar structure that prevents contact with runoff or spillage to the storm water conveyance system; or (2) protected by secondary containment structures such as berms, dikes, or curbs.
2. The storage area must be paved and sufficiently impervious to contain leaks and spills.
3. The storage area must have a roof or awning to minimize collection of storm water within the secondary containment area.

E. **Design Standards for Structural or Treatment Control BMPs:** The post-construction treatment control BMPs shall incorporate, at a minimum, either a volumetric or flow- based treatment control design standard, or both, as identified below to mitigate (infiltrate, filter or treat) storm water runoff:

1. **Volumetric Treatment Control BMP**
 - a. The 85th percentile 24-hour runoff event determined as the maximized capture storm water volume for the area, from the formula recommended in Urban Runoff Quality Management, WEF Manual of Practice No. 23/ASCE Manual of Practice No. 87, (1998); or
 - b. The volume of annual runoff based on unit basin storage water quality volume, to achieve 80 percent or more volume treatment by the method recommended in California Stormwater Best Management Practices Handbook – Industrial/ Commercial, (2003); or
 - c. The volume of runoff produced from a historical-record based reference 24-hour rainfall criterion for “treatment” that achieves approximately the same reduction in pollutant loads achieved by the 85th percentile 24-hour runoff event.
2. **Flow Based Treatment Control BMP**
 - a. The flow of runoff produced from a rain event equal to at least two times the 85th percentile hourly rainfall intensity for the area; or
 - b. The flow of runoff produced from a rain event that will result in treatment of the same portion of runoff as treated using volumetric standards above.

F. **Stormwater Runoff Management Plan (SWRMP):** The Stormwater Runoff Management Plan shall include sufficient information to evaluate the environmental characteristics of affected areas, the potential impacts of the proposed development on water resources, and the effectiveness and acceptability of measures (post construction BMPs) proposed for managing stormwater runoff.

1. The Stormwater Runoff Management Plan shall be prepared under the direction of a professional civil engineer registered in the State of California. The responsible professional civil engineer shall stamp and sign the approved Stormwater Runoff Management Plan.

2. The developer shall provide a signed certification from the civil engineer responsible for preparing the Stormwater Runoff Management Plan that all stormwater best management practices have been designed to meet the requirements of this chapter.
3. Each certifying civil engineer shall establish to the City's satisfaction that such person has been trained on the design of stormwater quality best management practices not more than three years prior to the certification signature date.
4. Qualifying training shall be conducted by an organization with stormwater quality management expertise, such as a university, the Bay Area Stormwater Management Agencies Association, the American Society of Civil Engineers, the American Public Works Association, or the California Water Environment Association.

G. Stormwater BMP Operation, Maintenance, and Replacement Responsibility

1. Prior to building final, the property owner shall submit a signed certification (with signature, date & license number/seal) certifying that all post-construction stormwater management/BMP facilities shown on the as-built drawings were inspected by the civil engineer (or by a qualified third party stormwater inspector hired by the permittee/owner) and have been constructed in accordance with the approved plans and specifications.
2. All on-site stormwater management facilities shall be operated and maintained in good condition and promptly repaired/replaced by the property owner(s), an owners' or homeowners' association or other legal entity approved by the City.
3. Any repairs or restoration/replacement and maintenance shall be in accordance with City-approved plans.
4. The property owner(s) shall develop a maintenance schedule for the life of any stormwater management facility and shall describe the maintenance to be completed, the time period for completion, and who shall perform the maintenance. This maintenance schedule shall be included with the approved Stormwater Runoff Management Plan.

H. Stormwater BMP Operation and Maintenance Agreement (SWBOMA):

1. Prior to the issuance of any building permit requiring stormwater management BMPs, the owner(s) of the site shall enter into a formal written Stormwater BMP Operation and Maintenance Agreement with the City. The City shall record this agreement, against the property or properties involved, with the County of Santa Clara and it shall be binding on all subsequent owners of land served by the storm water management BMPs. The City standard Stormwater BMP Operation and Maintenance Agreement will be provided by Land Development Engineering at building permit/improvement plan stage.

2. The Stormwater BMP Operation and maintenance agreement shall require that the BMPs not be modified and BMP maintenance activities not alter the designed function of the facility from its original design unless approved by the city prior to the commencement of the proposed modification or maintenance activity.
 3. The stormwater BMP operation and maintenance agreement shall provide that in the event that maintenance or repair is neglected, or the stormwater management facility becomes a danger to public health or safety, the city shall have the authority to perform maintenance and/or repair work and to recover the costs from the owner.
- I. **Stormwater BMP Inspection Responsibility**
1. The property owner(s) shall be responsible for having all stormwater management facilities inspected for condition and function by a **certified Qualified Stormwater Practitioner (QSP)**.
 2. Unless otherwise required by the City Engineer or designee, stormwater facility inspections shall be done at least twice per year (April 15th and September 15th) by the QSP. Written records shall be kept of all inspections and shall include, at minimum, the following information:
 - a. Site address;
 - b. Date and time of inspection;
 - c. Name of the person conducting the inspection;
 - d. List of stormwater facilities inspected;
 - e. Condition of each stormwater facility inspected;
 - f. Description of any needed maintenance or repairs; and
 - g. As applicable, the need for site re-inspection.
 3. Upon completion of each inspection, an inspection report shall be submitted to Land Development Engineering and Environmental Services Department.
- J. **Records of Maintenance and Inspection Activities:** On or before April 15th and September 15th of each year, the party responsible for the operation and maintenance of on-site stormwater management facilities under the BMP Operation and Maintenance Agreement shall provide the City Engineer or designee with records of all inspections, maintenance, and repairs.
- K. **Annual Certification of SWRMP:** On or before September 30th of each year, a Registered Civil Engineer (RCE) shall provide written certification that the project's stormwater quality design standards are properly maintained and functioning as required by the SWRMP.

BUILDING DIVISION

- A. **California Building Standards Code of Regulations:** Project shall be designed to comply with the most current California Building Standards Codes as amended

by the Morgan Hill Municipal Code Title 15.

- B. **Geological Hazard Area:** Project is in a Geological Hazard Area (LIQUEFACTION) and shall comply with MHMC 18.70. Plan review by the City Geologist is required at time of Building Permit Application (additional time is required for review).
- C. **Compliance with Morgan Hill Municipal Code:** Project shall comply with the Morgan Hill Municipal Code (MHMC) including but not limited to:
 - 1. MHMC 15.65 Sustainable Building Regulations.
 - 2. MHMC 18.72.040 C. Electric Vehicle Charging.
 - 3. MHMC 15.40 Building Security
 - 4. MHMC 15.38 Wage Theft Preventions
 - 5. MHMC 18.148 Water Conservation
 - 6. MHMC 15.63 Prohibition of Natural Gas Infrastructure in New Buildings (Applies to all Building Permit Applications Received on or after March 1, 2020)
- D. An acoustical analysis report shall be submitted with the building permit documents showing interior and exterior noise mitigations for compliance to the MHMC, California Building Code and CALGreen Code.

FIRE DIVISION

- A. **Preliminary Review Only:** The requirements and conditions stated in this review are preliminary and are intended to be used for the purposes of project planning. An official Fire Department review of the project will be conducted upon receipt of a complete plan submittal application that clearly shows all intended grading, demolition, construction or building modifications.
- B. **Proposal limited to:** Review of this Development proposal is limited to acceptability of site access as they pertain to fire department operations and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
- C. **Timing of Required Roadway Installations:** Prior to the commencement of combustible construction, the required roadway installations, up through first lift of asphalt, shall be in place, inspected, and accepted by the City of Morgan Hill unless otherwise approved in writing by the Fire Marshal. Bulk combustible construction materials shall not be delivered to the construction site until installations are completed as stated above. During construction, emergency access roads shall be maintained clear and unimpeded. Issuance of building

permits may be withheld until installations are completed. **(CFC Chapter 14 as amended by MHMC 15.44.180)**

- D. **Fire Hydrant Location Identifier:** Prior to project final inspection, the general contractor shall ensure that an approved ("Blue Dot") fire hydrant location identifier has been placed in the roadway, as directed by the fire department.
- E. **Timing of Required Water Supply Installations:** Prior to the commencement of combustible construction, the required Fire Hydrant and Water Supply installations shall be in place, inspected, tested, and accepted by the Fire Department and the City of Morgan Hill, unless otherwise approved in writing by the Fire Marshal. Bulk construction materials may not be delivered to the construction site until installations are completed as stated above. Clearance for building permits may be held until installations are completed. **(CFC Chapter 14 as amended by MHMC 15.44.180)**
- F. **Fire Lane Marking Required:** Provide marking for all roadways within the project. Markings shall be per fire department specifications. Installations shall also conform to Local Government Standards and the City of Morgan Hill Standard Details and Specifications 11-F. **(CFC Section 503)**
- G. **Parking Along Roadways:** The required width of fire access roadways shall not be obstructed in any manner. Parking shall not be allowed along roadways less than 28 feet in width. Parking will be allowed along one side of the street for roadways 28-35 feet in width. For roadways equal to or greater than 36 feet, parking will be allowed on both sides of the roadway. Roadway widths shall be measured face to face of curb. Parking spaces are based on an 8-foot-wide space. (CFC section 503)
- H. **Automatic Fire Sprinkler System Required:** Buildings requiring automatic fire sprinkler system shall be equipped throughout with an approved automatic fire sprinkler system. The fire sprinkler system shall be hydraulically designed per National Fire Protection Association (NFPA) Standard #13. **(CFC Chapter 9 as amended by MHMC 15.44.170)**
- I. **Required Access to Buildings:** Portions of the structure(s) are greater than 150 feet of travel distance along an accessible travel path from an approved fire apparatus access roadway or driveway. Provide an approved fire apparatus roadway/driveway with an approved turn-around OR provide an approved type residential fire sprinkler system throughout all portions of the building. (CFC section 503 as amended by MHMC 15.44.140)
- J. **Private on-site Fire Service Mains and Hydrants:** Installations shall conform to National Fire Protection Association Standard #24, and the City of Morgan Hill

Standard Details and Specifications. Provide plan submittal to the City of Morgan Hill for review and approval prior to installation.

- K. **Fire Apparatus (Ladder Truck) Access Roads Required:** Provide access roadways with a paved all-weather surface and a minimum unobstructed width of 26 feet, vertical clearance of 13 feet, 6 inches, minimum circulating turning radius of 36 feet outside and 23 feet inside, and a maximum slope of 15%. Installations shall conform to the City of Morgan Hill Standard Details and Specifications 11-B.

HOUSING DIVISION

- A. **Inclusionary Housing Agreement:** The developer shall execute and record an Inclusionary Affordable Housing Agreement with the City prior to issuance of a building permit. (MHMC 14.04.050)
- B. **Inclusionary Housing Development Standards:** Inclusionary units shall be subject to the following development standards:
1. Location. Inclusionary units shall be distributed evenly throughout the project.
 2. Lot Size. Lot size shall be at least the same size as the smallest lot of a market rate unit within the project;
 3. Bedroom Count. Average bedroom count shall be the same as the average bedroom count in the market rate units in the project;
 4. Exterior. Exterior trim entry door hardware, and finish to the same standard as the Market Rate
 5. Minimum standards for equipment, fixtures, appliances, and finishes have been established for the Inclusionary units. All items installed by the developer shall be of good quality and in new condition. Good quality shall be deemed as entry level but generally not the lowest level of product offered for that application. All products shall offer durability, reliability and maintain a quality appearance and function that is standard to most other median priced homes in the area. The below listed items must be installed as a basic feature of each Inclusionary unit.
 6. Minimum Interior standard finishes will be as follows
 - a. All closets shall have doors
 - b. Interior doors to be raised panel type or same as market rate
 - c. Door hardware to be brass finish or equivalent
 - d. Appliances shall be major brand name
 - e. Microwave with an exhaust vent shall be installed over the range
 - f. Kitchen counters shall be white ceramic tile
 - g. Kitchen cabinets shall be stained wood with white melamine interiors
 - h. If installation of an Air Conditioner is a standard feature for market rate units, then it is a standard for the Inclusionary units.

- i. Basic alarm system to secure all accessible openings to the home
- j. Carpet in bedrooms, hallways, family rooms
- k. Linoleum or tile entry, bathroom kitchens
- l. Laminate flooring may substitute for carpet or linoleum
- m. Electric garage door opener

- C. **Timing of Construction:** Inclusionary units shall be constructed concurrently with the construction of market -rate units. For the 93-unit project with a 15 percent inclusionary housing requirement (14 units), at least one inclusionary unit shall be constructed before or concurrently with every 7th market rate unit constructed. The last market rate unit to be completed in the project shall not receive a certificate of occupancy until the last inclusionary unit has received a certificate of occupancy. The director may approve a modified schedule if the timing requirement will create unreasonable delays in the issuance of certificates of occupancy for market rate units.

September 23, 2022

City of Morgan Hill
Planning Commission
Development Services Center
17575 Peak Avenue
Morgan Hill, CA 95037

Re: Monterey – Kerley (DeNova Homes) Development
Project Number: SR 2021-0014/SD2021-0004/EA2021-0012

Dear Planning Commissioners:

We are the homeowners on Angelica Way that border the South West fence line of the proposed Monterey – Kerley project. Prior to September 7, we had no notification or idea regarding this project. We attended the Planning Commission meeting on Tuesday, September 13 and had a chance to speak. We do not feel like our concerns were validated, as the committee voted to go forward that evening.

Our families have lived here since:

Long – October 1998 (original homeowner)

Pignone – March 1999 (original homeowner)

Martinelli – January 2004

We all specifically chose this neighborhood and our homes because of the location. No residential behind us, views of the hills, and very private yards and homes. Our windows of the three homes don't even overlook into the other neighbors' yards.

We are aware that our neighbors to the north, Irish Construction, also have concerns regarding this project and have included their letter of September 9, 2022 to the Planning Commission.

Here are our concerns with this development behind us:

1. The new Town home balconies appear to stick out from the residents approximately 4'6" and they appear to extend over the 20' setback.
2. The plans are for the buildings to be 40' in height. There is or was a supplemental standard of chapter 18.92 about daylight plane (included below). Figure 18.90-2 shows diagram of 25' then a minimum of 45 degrees back for daylight.
3. The height of the building will possibly minimize our solar panels to our houses and impede on the solar we use to heat our pools.
4. The type and size of trees – we are worried about tree roots with our pools and decks, more shade over the pools, and landscape foliage coming over the fence. Most of the

wind comes from the direction of San Jose and will carry the debris into our yards and homes.

5. With the buildings facing our yards, HVAC units will more than likely be in the front of the units. We will have noise directly in back of us from those units. The sound will reflect off the building and be amplified.
6. Traffic is already impacted coming into Morgan Hill. During school and work commute, traffic is unbearable. Peebles Avenue is already clogged during commute time and will have an increase number of drivers going to and from Ann Sobrato High School. There are children walking and riding bikes to school and will have to be even more cautious. The traffic impact studies need to be looked at as a whole community, not project by project. With this project, there are 4 projects in the works with totals as follows:

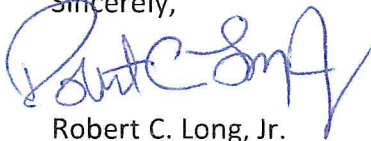
a. Monterey – Kerley	93 units
b. Monterey – Miner	249 units
c. Butterfield Village Apartments	389 units
d. Jarvis/Evergreen Village	125 units
Total	856 units

We are probably missing some on the north part of town, but this is a negative impact.

7. Our city is continually tasked with restrictions on water and electricity. The developments are going to add to those restrictions.
8. The buildings will block the air flow to our homes. We are very conscientious about use of natural resources and open our windows and doors to cool off our homes when possible. Our blinds/doors have to be open for this to work and that will be hard to do without our privacy and wind being blocked by the buildings.
9. Light pollution from the buildings into our homes.
10. View of any sky is eliminated from our first and second floors and the sunsets that we enjoy. Monterey does not run North-South.
11. The other developments mentioned above, do not impede on residential homes, as this one does.
12. The potential for our home values to decrease is very real.

We are not against Morgan Hill developing, but this development was done without any concern or thought to citizens who border this property. We would like our concerns addressed by the City Manager and Planning Commission.

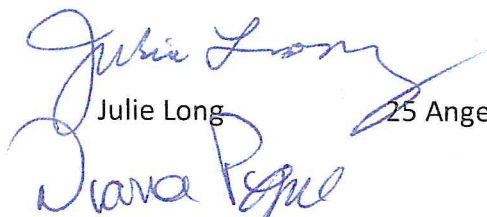
Sincerely,



Robert C. Long, Jr.

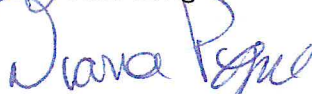


Richard Pignone



Julie Long

25 Angelica Way



Diana Pignone

15 Angelica Way

Dan Martinelli 9-18-22

Daniel Martinelli

Jennifer Martinelli

Jennifer Martinelli

35 Angelica Way

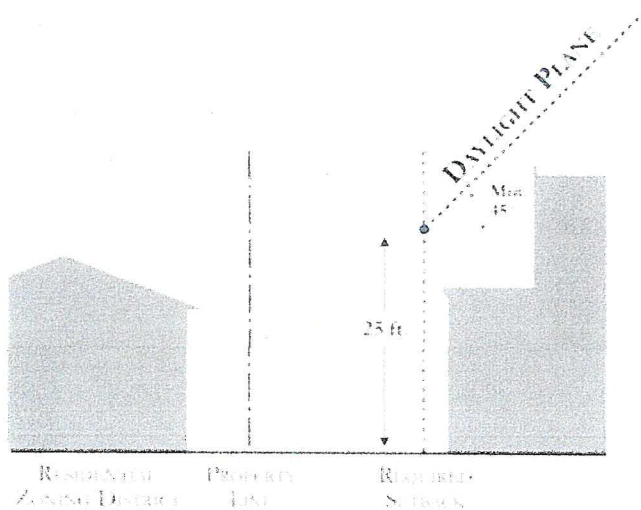
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LTE

Code of Ordinances



Figure 18.90-2: Residential Transitions —
Daylight Plane



(Ord. No. 2277 N.S., § 5(Exh. A), 6-6-2018)

18.92.140 - Rooftop solar energy systems.

- A. Required Permits. Rooftop solar energy systems are a permitted use in all zoning districts. No permit or approval other than a building permit is required.
- B. Height Exceptions. Rooftop solar energy systems may project up to four feet above the maximum permitted structure height in the applicable

 library.municode.com

IRISH CONSTRUCTION

2641 RIVER AVENUE
ROSEMEAD, CALIFORNIA 91770
TEL: 626.288.8530 FAX: 626.571.7843



GREGORY C. WARDE, CHAIRMAN

VIA UPS - TRACKING #1Z 927 24E 13 9563 3956

September 9, 2022

City of Morgan Hill
Planning Commission
Development Services Center
17575 Peak Avenue
Morgan Hill, CA 95037

Re: Monterey – Kerley (DeNova Homes) Development
Project Number: SR2021-0014/SD2021-0004/EA2021-0012

Dear Sir or Madam:

We are in receipt of your Notice of Public Meeting (enclosed) regarding the above referenced development and would like to express our concerns about the impact this project will have on our business located next door at 19490 Monterey Road. We have operated an underground construction business next door for the last 24 years. Our facility consists of an office, a shop and open yard space used for the storage and staging of vehicles, equipment and materials. We employ up to 50 employees.

Our primary concern is the close proximity of the three (3), two-story buildings proposed to be built only 10' from our property line. In our experience, the sound generated from our operations will invariably be heard by residents living this close to the property line, especially in a two-story building, and will lead to unhappy residents, complaints to the City, and eventual action by the City against our company.

When we purchased our property 24 years ago, we were required to construct an 8' high sound wall approximately 400' long to insulate our operation from the residences located to the east and south. This has been very effective and there have been no complaints from those residents. However, we do not see any steps being taken with this new development to mitigate this problem. While we do not oppose this new development in general, we do not wish to have new residences built directly next to our property line, especially two-story structures, with nothing to mitigate the noise as it will lead to unhappy residents who will undoubtedly be disturbed by the day-to-day noise of a construction yard. As I mentioned, this will lead to the City receiving noise complaints and ultimately either restricting or closing our operation which could cause up to 50 employees to lose their jobs. This would not be reasonable or fair to a company that has been a good employer in Morgan Hill for 24 years.



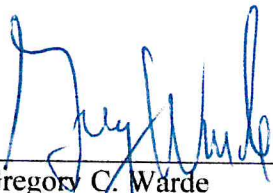
ROSEMEAD, SPRING VALLEY, SACRAMENTO, FRESNO, MORGAN HILL, PITTSBURG, CERES
STATE CONTRACTOR'S LICENSE NO. 97962

City of Morgan Hill
Planning Commission
September 9, 2022
Page -2-

We will endeavor to attend the upcoming video conference meeting scheduled for September 13th but also request that someone contact the undersigned so that we can become a part of this process and work towards mitigating the concerns outlined above.

Thank you for your consideration of this important matter.

Very truly yours,



Gregory C. Warde
Chairman of the Board
Chief Executive Officer

GCW:mw

enclosure

cc: Lonnie Gentry, President (w/enclosure)
Randy Billingsley, Vice President – Northern Operations (w/enclosure)





JUNE 21 - 9 AM



JUNE 21 - 12 PM



JUNE 21 - 3 PM



MARCH / SEPTEMBER 21 - 9 AM



MARCH / SEPTEMBER 21 - 12 PM



MARCH / SEPTEMBER 21 - 3 PM



DECEMBER 21 - 9 AM



DECEMBER 21 - 12 PM



DECEMBER 21 - 3 PM

307.076 Monterey Hwy
Morgan Hill, CA
November 8, 2022

DeNOVA HOMES
1500 Willow Pass Ct., Concord, CA 94520
925.685.0110

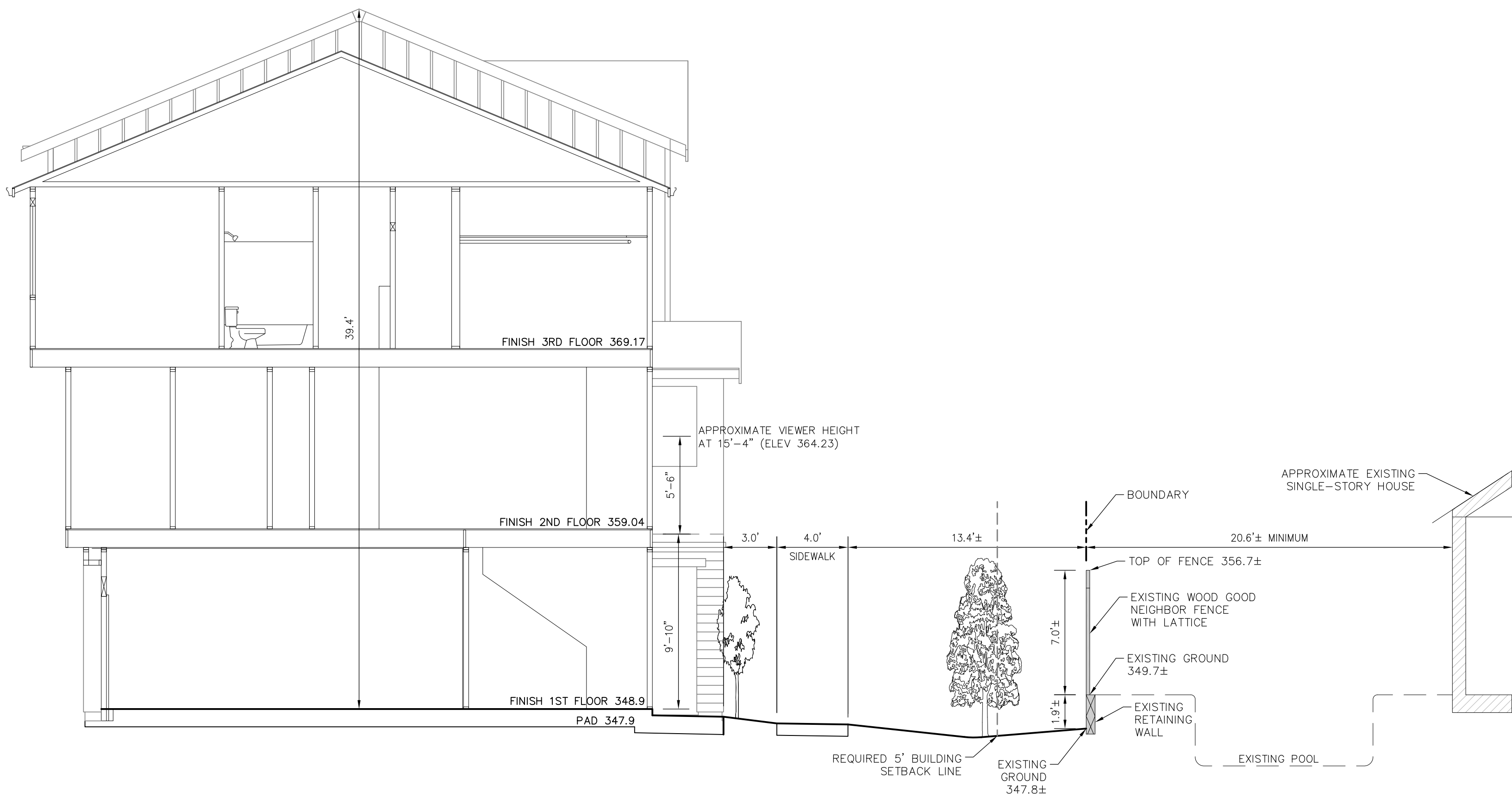


SUN STUDY
A000

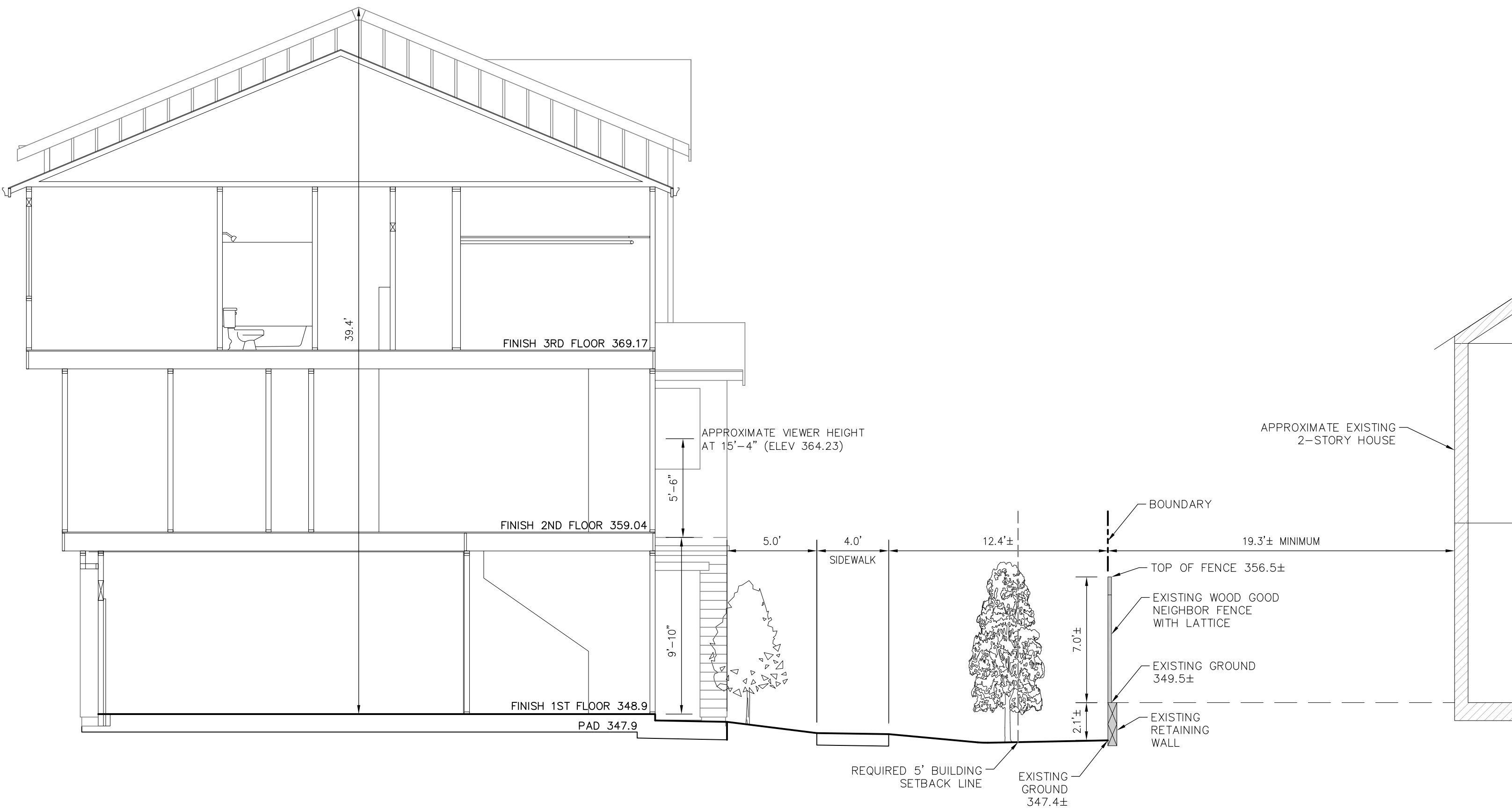
SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com



PLOT DATE: October 25, 2022
FILE PATH: W:\Jobs 21\212008 - Monterey RV, Morgan Hill\Drawings\Final\Exhibits\Bldg 19 Screening Section Exhibit\EXH-19380 Monterey Road-Screening Section.dwg

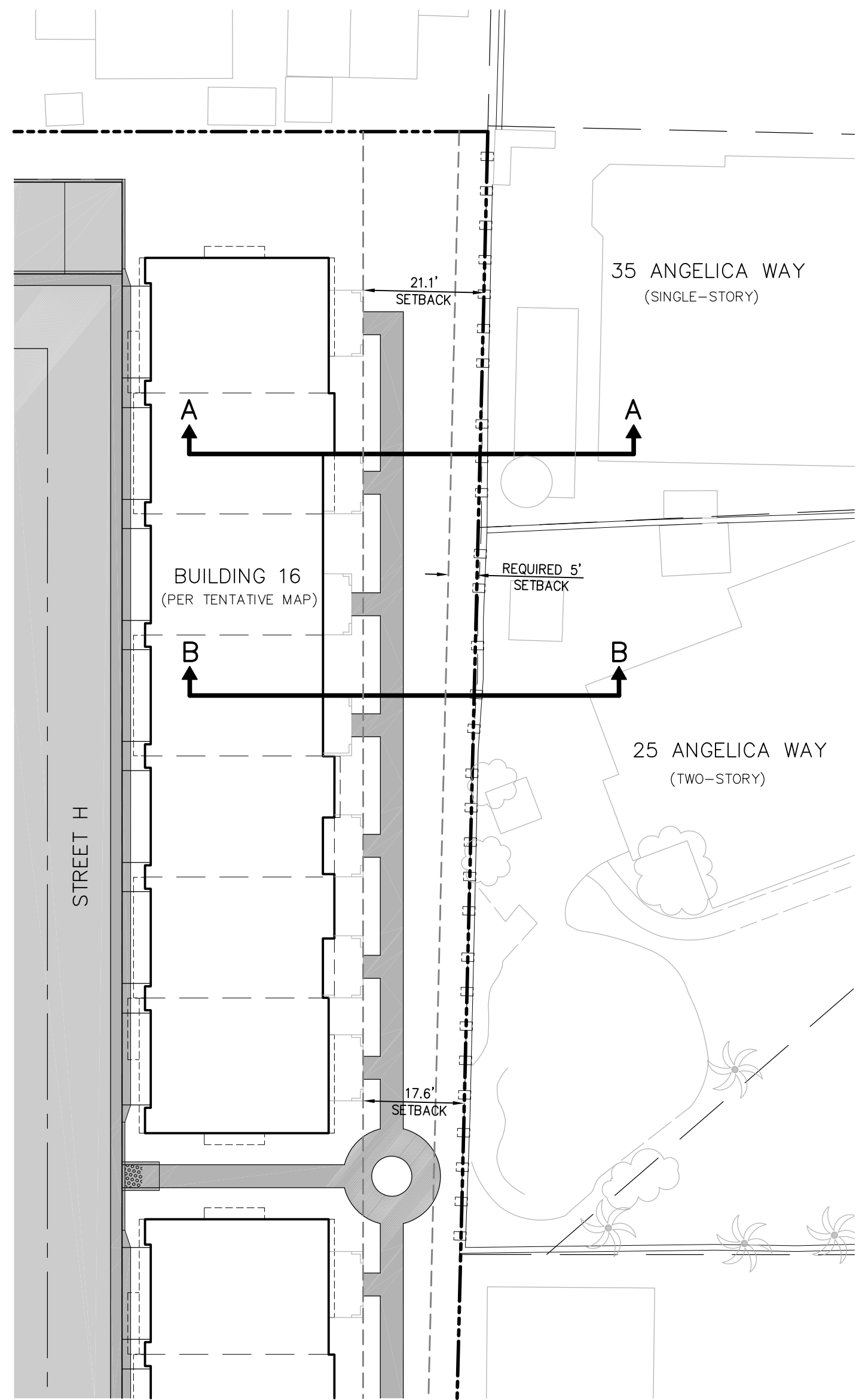


SECTION A-A
SCALE: 1"=5'



SECTION B-B
SCALE: 1"=5'

NOTE: TREE SIZES SHOWN ARE AT INITIAL PLANTING STAGE

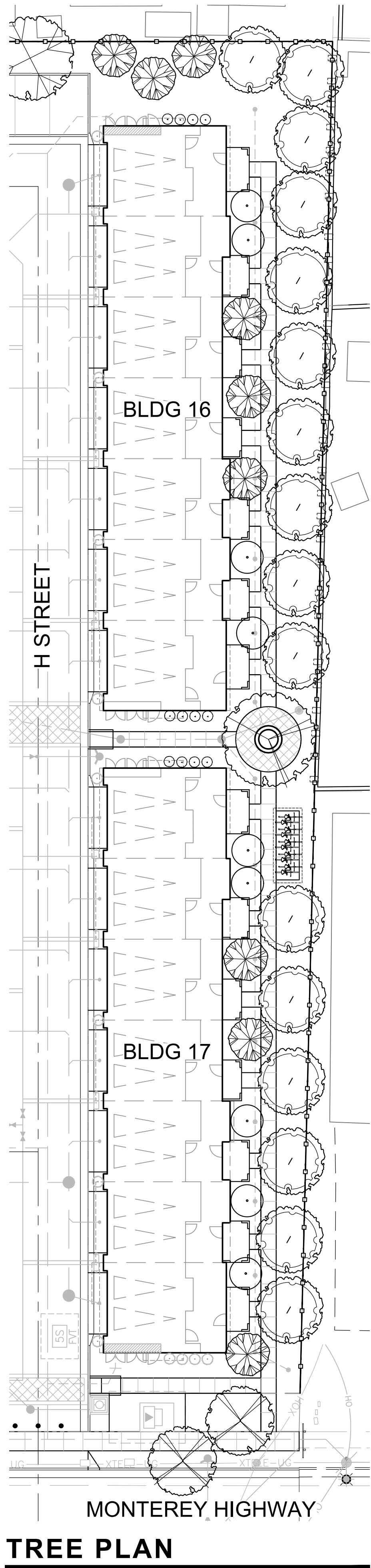


SCREENING EXHIBIT
19380 MONTEREY ROAD
MORGAN HILL, CALIFORNIA
OCTOBER 2022

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

JOB NUMBER: 212008

SHEET 1 OF 1



TREE PLAN

SCREENING TREE GROWTH							
SYMBOL	BOTANICAL NAME COMMON NAME	CONT. SIZE	GROWTH RATE	INSTALL H X W	5 YRS H X W	10 YRS H X W	MATURITY H X W
	CARPINUS B. 'FRANS FONTAINE' HORNBEAM	24" BOX	MODERATE	8' X 2'	18' X 5'	28' X 7'	35' X 9'
	LAURUS 'SARATOGA' SARATOGA SWEET BAY	24" BOX	SLOW	8' X 4'	15' X 8'	23' X 12'	25' X 15'
	LYONOTHAMNUS F. ASPLENIFOLIUS FERNLEAF CATALINA IRONWOOD	24" BOX	MODERATE	10' X 4'	15' X 9'	30' X 14'	40' X 20'
	QUERCUS RUBRA RED OAK	48" BOX	FAST	17' X 8'	32' X 14'	45' X 20'	70' X 30'



CARPINUS B. 'FRANS FONTAINE'



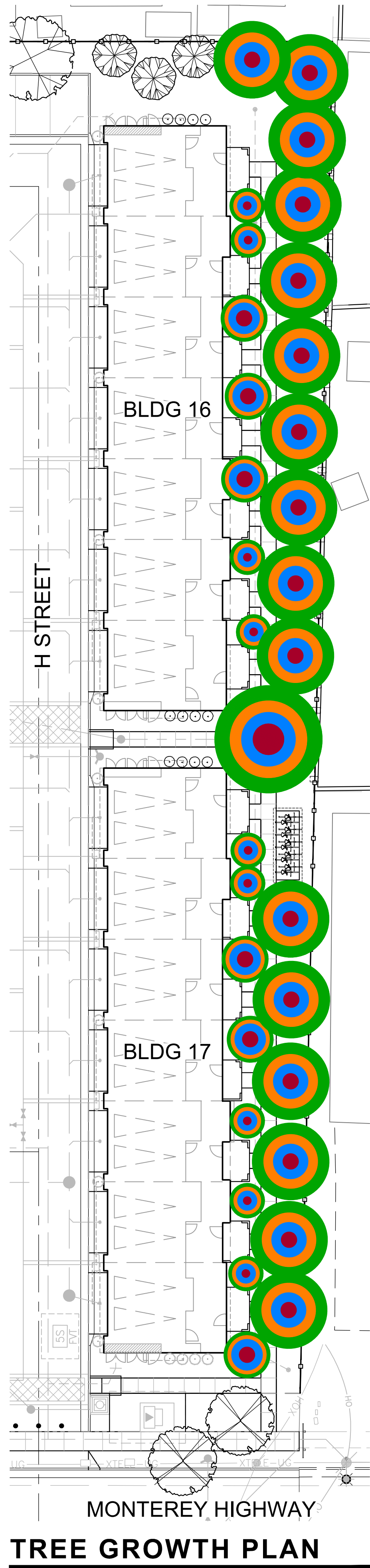
LAURUS 'SARATOGA'



LYONOTHAMNUS F.
ASPENIFOLIUS



QUERCUS RUBRA



TREE GROWTH PLAN

CANOPY GROWTH KEY	
GROWTH STAGE	COLOR CODE
INSTALL	
5 YEARS	
10 YEARS	
MATURE	

Holland & Knight

400 South Hope Street, 8th Floor | Los Angeles, CA 90071 | T 213.896.2400 | F 213.896.2450
Holland & Knight LLP | www.hklaw.com

Daniel R. Golub
+1 415-743-6900
Daniel.Golub@hklaw.com

October 20, 2022

Via E-mail

To: Jennifer Carman, Community Development Director
Gina Paolini, Principal Planner
Don Larkin, City Attorney
City of Morgan Hill

From: Daniel R. Golub
Melanie Chaewsky
Holland & Knight, LLP

Re: 19380 Monterey Road Project
SD2021-0004/SR2021-0014/EA2021-0012

As you know, we represent DeNova Homes, Inc. (“DeNova” or “Applicant”) in connection with the 19380 Monterey Road Project (“Project”). The Project will bring 93 much-needed new homes to the City of Morgan Hill, including 14 below-market rate (“BMR”) units, which will contribute to the City meeting its Regional Housing Needs Allocation (“RHNA”) and complying with State Housing Element Law.

We and the Applicant both appreciate the City’s careful review and processing of the Project application, in particular the Council’s February 16, 2022 approval of a concession for the Project pursuant to the State Density Bonus Law (Gov. Code § 65915, et seq.) (“SDBL”), and the Planning Commission’s September 13, 2022 approval of a tentative map for the Project, through which both staff and the Planning Commission confirmed that the Project conforms to all applicable objective requirements of the City’s General Plan, subdivision ordinance, and zoning ordinance.

The purpose of this letter is to respond to Angelica Way Homeowners’ (the “Homeowners” or “Appellants”) Appeal Application dated September 23, 2022 (the “Appeal Letter”), through which the Appellants seek to overturn the Commission’s approval of the Project. As set forth below, the Appeal Letter fails to state any ground on which the Appeal could lawfully be granted.

I. The Project is Consistent With All Objective General Plan, Zoning and Subdivision Standards, and Granting the Appeal Would Violate the Housing Accountability Act

As set forth in our letter dated February 17, 2022, and as confirmed by staff and the Planning Commission, the Project is consistent with the City’s General Plan designation, all applicable General Plan policies, and all applicable zoning and subdivision ordinance provisions. Nothing in the Appeal Letter disputes this. As a result, it would be unlawful for the Appeal to be granted.

In an effort to address California’s housing supply and affordability crisis, California law has, for decades, required cities to adopt plans to promote adequate new housing development through laws such as the Housing Element Law. *See generally California Renters Legal Advocacy and Education Fund v. San Mateo* (2021) 68 Cal.App.5th 820, 833-35. Dissatisfied with the lack of housing that was actually produced after adoption of the Housing Element Law, the Legislature in 1982 added to the Housing Element Law the Housing Accountability Act (“HAA”), Gov. Code § 65589.5, which was enacted to ensure that cities’ plans for housing actually lead to new housing production.

The HAA includes important protections for qualifying housing development projects that comply “with applicable, objective general plan, zoning, and subdivision standards and criteria, including design review standards, in effect at the time that the application was deemed complete.” Gov. Code § 65589.5(j)(1). Objective is defined very narrowly to include only those standards that “involv[e] no personal or subjective judgment by a public official,” and which are “uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official.” Gov. Code § 65589.5(h)(8). Importantly, the law provides – and recent published case law specifically affirms – that a housing development project is “deemed consistent, compliant, and in conformity with an applicable plan, program, policy, ordinance, standard, requirement, or other similar provision if there is substantial evidence that would allow a reasonable person to conclude that the housing development . . . is consistent, compliant, or in conformity.” Gov. Code § 65589.5(f)(4). Case law affirms that these and other standards in the HAA will not be applied with any deference to a local decision to deny housing; instead, the standard is “intentionally deferential to housing development.” *California Renters*, 68 Cal.App.5th at 845; *see also id.* at 842-44.

The Project is a “housing development project” protected by the HAA, because the Project is composed of only residential units. Gov. Code § 65590.5(h)(2)(A). The Project is compliant with the General Plan densities and meets all objective development standards of the General Plan and zoning code, with the exception of the SDBL concession the Council granted in February, which is disregarded for purposes of HAA consistency. The HAA provides that the “receipt of a density bonus, incentive, concession, waiver, or reduction of development standards pursuant to . . . [the SDBL] shall not constitute a valid basis on which to find a proposed housing development project” inconsistent with code. Gov. Code § 65589.5(j)(3). The Council gave final approval of the SDBL concession in February, and that decision cannot now be challenged, but in any event the SDBL requires that concessions must be granted unless specific written findings are made

and supported by substantial evidence. See Gov. Code § 65915(d)(1); *see also Bankers Hill 150 v. City of San Diego* (2022) 74 Cal.App.5th 755, 763 (“When a developer meets the requirements of the Density Bonus Law, a local government is obligated to permit increased building density, grant incentives, and waive any conflicting local development standards unless certain limited exceptions apply.”) There is no evidence in the record from which the narrow denial findings could have been made.

We understand that there is no dispute between the Applicant and City officials about whether the Project conforms with all applicable objective development standards, but we would note for the record that the Project’s conformance is established not just as a matter of fact but also as a matter of law. DeNova submitted a formal Project application on August 9, 2021, which was determined to be complete as of March 4, 2022. Therefore, the time has long since passed to contend that the Project fails to comply with any such standards, and therefore the Project is “deemed” to comply with such standards as a matter of law. See Gov. Code § 65589.5(j)(2)(A)(i); *see also Ruegg & Ellsworth v. City of Berkeley* (2021) 63 Cal.App.5th 277, 327-28, reh’g denied (May 19, 2021), review denied (July 28, 2021) (enforcing essentially identical deadline in SB 35 to identify inconsistencies with applicable objective standards; city “failed to comply with the statutory requirement” to provide timely written documentation of any conflict).

Even putting this aside, the Project’s compliance with objective development standards is confirmed in the Initial Study and the staff analysis of the Project. Again, nothing in the Appeal Letter contests the Project’s compliance with the City’s objective development standards. For developments such as the Project that comply with all applicable, objective standards, the HAA “imposes a substantial limitation on the government’s discretion to deny a permit.” *North Pacifica, LLC v. City of Pacifica*, (N.D. Cal. 2002) 234 F. Supp. 2d 1053, 1059, *aff’d sub nom.* (9th Cir. 2008) 526 F.3d 478 (internal quotation omitted); *see also* Gov. Code § 65589.5(f)(4). The City lacks discretion to disapprove the Project unless the preponderance of evidence can support findings that the Project would have a significant, unavoidable, and quantifiable impact on public safety, based on “objective, identified written public health or safety standards, policies, or conditions.” Gov. Code § 65589.5(j)(1)(A); *see also* Gov. Code § 65589.5(h)(7). The Legislature has affirmed its expectation that these types of conditions will only “arise infrequently.” Gov. Code § 65589.5(a)(3). Nothing in the Appeal Letter provides any reason to believe that this is one of the “infrequent” conditions in which disapproving a code-compliant project would be lawful. The Appeal Letter cites no “quantifiable” public health or safety impact, nor any reason to believe the Project would violate any written public health or safety “standards, policies, or conditions.”

We note also that the Appellants’ objections are unlikely to be satisfied without at least substantially reducing the density of the Project, which would be equally unlawful. The HAA forbids not just project disapproval but also reducing a project’s density, or any other conditions that would “have the same effect or impact on the ability of the project to provide housing.” Gov. Code § 65589.5(h)(7).

For the foregoing reasons, the City cannot grant the Appeal without exposing the City to substantial liability. A broad range of plaintiffs can sue to enforce the HAA, and the City would bear the burden of proof in any challenge. Gov. Code § 65589.5(k). As reformed in the 2017 legislative session, the HAA makes attorney's fees and costs of suit presumptively available to prevailing plaintiffs, requires a minimum fine of \$10,000 per housing unit for jurisdictions that fail to comply with the act within 60 days, and authorizes fines to be multiplied by five times if a court concludes that a local jurisdiction acted in bad faith when rejecting a housing development. *See generally* Gov. Code § 65589.5(k), (l).

II. Approval of the Project Is Necessary to Comply with Housing Element Law

As you know, the City's draft Housing Element counts the Project site as a location the City is counting on to meet its RHNA targets and to ensure compliance with Housing Element Law. *See* Draft City of Morgan Hill Housing Element 2023-2031 at p. H-2-3, designating the Project a "Pipeline Residential Project." To comply with Housing Element Law, the City must demonstrate that the number of residential units projected for the Project Site in the Housing Element can be "realistically . . . accommodated" on that site. Gov. Code § 65583.2(c). For obvious reasons, granting the Appeal and disapproving the Project would imperil the City's compliance with Housing Element Law because it would demonstrate that the City's RHNA targets cannot be realistically accommodated on the Project Site. As cities especially in Southern California are now experiencing, the price for falling out of Housing Element Law compliance is very heavy, and includes the possibility of cities losing land use control over any projects submitted in the city that propose at least 20% BMR units. *See* Sawicki, "Developers capitalize on Housing Element fiasco to force 3,968 undeniable units into the city's pipeline," *Santa Monica Daily Press* (Oct. 12, 2022).¹ For this additional reason, approval of the Project is strongly compelled by state housing law.

III. The Concerns Raised by Appellants Have Been Thoroughly Addressed in the City's Thorough Analysis of the Project.

It is important to note that even though the City's discretion to disapprove the Project is very limited as set forth *supra*, City staff and the Planning Commission nonetheless subjected the project to the type of careful review and analysis that would be required for any project over which the City has complete discretion. As staff and the Planning Commission both found, the Project is exempt from the California Environmental Quality Act ("CEQA") (Pub. Res. Code § 21000 *et seq.*) pursuant to CEQA Guidelines, § 15183. Despite the project being *exempt* from CEQA, and not required to prepare an initial study or other CEQA compliance document, the City independently commissioned a Modified Initial Study/15183 Checklist ("Initial Study") to analyze all of the Project's impacts. (It is important to note that, although the City describes this document as an "Initial Study," the document was prepared to substantiate the Project's *exemption* from CEQA; the project is not being approved on the basis of a negative declaration.) Since the Initial Study also confirms that the Project, which is fully consistent with the General

¹ Available at <https://smdp.com/2022/10/12/new-15-story-project-automatically-approved-due-to-late-housing-element/>.

Plan, will have no significant impacts beyond those anticipated in the City's previously certified General Plan EIR, the Project additionally qualifies for the exemption from CEQA provided by Pub. Res. Code § 21083.3.

The Appeal Letter does not raise any CEQA compliance issues as grounds for the Appeal, so the City's decision to approve the Project cannot be challenged for this reason. See Pub. Res. Code § 21177. It has long been established, and recently re-affirmed, that when the HAA limits the scope of an agency's discretion, the scope of permissible CEQA review is similarly constrained. See Sequoyah Hills Homeowners Assn. v. City of Oakland (1993) 23 Cal.App.4th 704, 717; Tiburon Open Space Committee v. County of Marin (2022) 78 Cal.App.5th 700, 731 ("the scope of environmental review must be commensurate with an agency's retained discretionary authority, including any limitations imposed by legal obligations"). "The exercise of discretionary powers for environmental protection shall be consistent with express or implied limitations provided by other laws" such as the HAA. Guidelines, § 15040(e).

In light of this, the Initial Study goes far beyond all legal requirements in ensuring any potential effects of the project are fully addressed. Notably, all of the concerns raised by the Appellants are addressed in the Initial Study. Appellants' concerns are:

1. *The new Town home balconies appear to stick out from the residents approximately 4'6" and they appear to extend over the 20' setback.*
2. *The plans are for the buildings to be 40' in height. There is or was a supplemental standard of chapter 18.92 about daylight plane (included below). Figure 18.90-2 shows diagram of 25' then a minimum of 45 degrees back for daylight.*
3. *The height of the building will possibly minimize our solar panels to our houses and impede on the solar we use to heat our pools.*
4. *The type and size of trees - we are worried about tree roots with our pools and decks, more shade over the pools, and landscape foliage coming over the fence. Most of the wind comes from the direction of San Jose and will carry the debris into our yards and homes.*

As shown in the Initial Study, "[t]he proposed project is consistent with the General Plan land use and zoning designations of the project site, and would comply with all applicable development standards required by the City including standards related to building height, lot area, setbacks, site planning, building design, and landscaping." Initial Study, p. 29. The required setback along the property line shared with the Homeowners is 5 feet. See City of Morgan Hill Zoning Code, § 18.22.040, Table 18.22-3. In response to concerns about the impacts of the Project, DeNova homes designed the Project to have setbacks of 15-20 feet, and the proposed balconies are well within the 5 foot setback requirement. Although Appellants appear to prefer the Project be designed differently, the Project has been fully designed to comply with the City's code.

5. *With the buildings facing our yards, HVAC units will more than likely be in the front of the units. We will have noise directly in back of us from those units. The sound will reflect off the building and be amplified.*

The Initial Study thoroughly analyzes the potential for the Project to cause noise impacts, which were also accounted for in the City's General Plan EIR. Initial Study, p. 85. Appellants, again, provide no grounds to dispute this technical analysis.

6. *Traffic is already impacted coming into Morgan Hill. During school and work commute, traffic is unbearable. Peebles Avenue is already clogged during commute time and will have an increase number of drivers going to and from Ann Sobrato High School. There are children walking and riding bikes to school and will have to be even more cautious. The traffic impact studies need to be looked at as a whole community, not project by project. With this project, there are 4 projects in the works with totals as follows:*

a. Monterey – Kerley	92 units
b. Monterey – Miner	249 units
c. Butterfield Village Apartment	389 units
d. Jarvis/Evergreen Village	125 units
Total	856 units

We are probably missing some on the north part of town, but this is a negative impact.

Due to recent legislation, automobile delay as measured by a “Level of Service” or “LOS” and other similar metrics, no longer constitutes a significant environmental effect as a matter of law. See Pub. Res. Code § 21099(b)(2); CEQA Guidelines § 15064.3(a); see also Citizens for Positive Growth & Preservation v. City of Sacramento (2019) 43 Cal.App.5th 609, 626 (determining that LOS is no longer valid to measure traffic impacts). The Traffic Study completed by Hexagon Transportation Consultants, Inc. concluded that the Project did not exceed the Office of Planning and Research's recommended impact threshold of 20.94 vehicle-miles traveled (“VMT”) per capita. The Project is in exactly the kind of infill location strongly favored by state law.

Despite the fact that transportation are now only measured in terms of VMT, the Traffic Study did in fact go further and additionally demonstrate that the Project would not cause significant impacts on traffic even as measured by the addition of cars to the City's intersections. The Traffic Study shows that the intersections studied are “currently operating at better than the City's LOS standard and the addition of project traffic would not result in the degradation of the study intersections' levels of service during the AM and PM peak hours.” Initial Study, Appendix F, p. 13. Therefore, the Project's projected trip generation would not result in an adverse effect on operations to intersections in the project area. *Ibid.*

7. *Our city is continually tasked with restrictions on water and electricity. The developments are going to add to those restrictions.*

The Initial Study shows that impacts on Utilities and Service Systems have been adequately addressed in the General Plan EIR. Initial Study, p. 127.

8. *The buildings will block the air flow to our homes. We are very conscientious about use of natural resources and open our windows and doors to cool off our*

homes when possible. Our blinds/doors have to be open for this to work and that will be hard to do without our privacy and wind being blocked by the buildings.

Regarding Item 8, as stated above, the buildings meet all General Plan, zoning, and development standards. Initial Study, p. 29.

9. *Light pollution from the buildings into our homes.*
10. *View of any sky is eliminated from our first and second floors and the sunsets that we enjoy. Monterey does not run North-South.*

The Initial Study demonstrates that any impacts on aesthetics, including damage to scenic resources or light that that would affect day or nighttime views in the area were adequately addressed in the General Plan EIR. Initial Study, p. 25. On these and all other issues, the Appeal Letter provides no basis to contradict the findings in this technical analysis.

11. *The other developments mentioned above, do not impede on residential homes, as this one does.*
12. *The potential for our home values to decrease is very real.*

These not valid grounds for an appeal. The distinction the Appellants make between this project and other projects related to the effects the projects have on residential homes is not relevant for purposes of whether to grant the appeal, nor is the impact on nearby property values.

IV. Conclusion

The Applicant has worked diligently with City staff to plan a project that is not only consistent with the City's General Plan, zoning, and all other applicable objective standards, but will also provide much needed affordable housing that will help the City achieve its RHNA goals and do its part to address the statewide housing crisis. The Project since its inception has been modified to accommodate the preferences of adjacent residents, including creating setbacks in exceedance of what is required. We appreciate City staff's diligent work on the Project and urge the Commission to deny the appeal, as state law requires.



10/19/2022

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

ccpubliccomment@morganhill.ca.gov
Via Email

Re: 19380 Monterey Road
726-42-001 and -002

Dear Morgan Hill City Council,

YIMBY Law is a 501(c)3 non-profit corporation, whose mission is to increase the accessibility and affordability of housing in California. YIMBY Law sues municipalities when they fail to comply with state housing laws, including the Housing Accountability Act (HAA). As you know, the City Council has an obligation to abide by all relevant state housing laws when evaluating the above captioned proposal, including the HAA. Should the City fail to follow the law, YIMBY Law will not hesitate to file suit to ensure that the law is enforced.

The project will consist of 93 multifamily units, with 14 units designated affordable for Moderate Income families. The project will also include amenities such as a dog park, picnic areas, passive recreation areas, and an exercise structure.

California Government Code § 65589.5, the Housing Accountability Act, prohibits localities from denying housing development projects that are compliant with the locality's zoning ordinance or general plan at the time the application was deemed complete, unless the locality can make findings that the proposed housing development would be a threat to public health and safety.

The above captioned proposal is zoning compliant and general plan compliant, therefore, your local agency must approve the application, or else make findings to the effect that the proposed project would have an adverse impact on public health and safety, as described above. Should the City fail to comply with the law, YIMBY Law will not hesitate to take legal action to ensure that the law is enforced.

I am signing this letter both in my capacity as the Executive Director of YIMBY Law, and as a resident of California who is affected by the shortage of housing in our state.

Sincerely,

A handwritten signature in black ink that reads "Sonja Trauss". The script is fluid and cursive, with the first name "Sonja" and last name "Trauss" clearly distinguishable.

Sonja Trauss
Executive Director
YIMBY Law

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Tiffany Brown, Associate Planner

APPROVED BY: City Manager

APPROVE A ZONING AMENDMENT TO ADD THE PLANNED DEVELOPMENT COMBINING DISTRICT AND APPROVE A DESIGN PERMIT AMENDMENT TO ALLOW FOR AN ADDITIONAL LEVEL (5TH FLOOR) FOR THE APPROVED GRANADA HOTEL ON A 1.09-ACRE SITE (APN726-14-047)(ZA2022- 0004/AAE2022-0004/EA2022-0010 MONTEREY - GRANADA HOTEL)

RECOMMENDATION(S)

1. Open/Close Public Hearing;
2. Waive the first and second reading of the proposed ordinance;
3. Introduce a Zoning Amendment Ordinance approving a Planned Development Combining District; and
4. Adopt resolution approving a Design Permit Amendment for the addition of a 5th floor with minor facade modifications.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Maintaining and Enhancing Infrastructure

2022-2023 Strategic Priorities

Economic Development

Guiding Documents

Economic Blueprint

Morgan Hill 2035 General Plan

Morgan Hill Downtown Specific Plan

REPORT NARRATIVE:

Summary

On October 11, 2022, the Planning Commission held a public hearing and approved the Planned Development (PD) and Design Permit Amendment to allow for additional height that will allow the construction of a partial 5th floor to accommodate additional hotel rooms at the approved Granada Hotel on Monterey Road in Downtown. The

project had secured entitlements for a 60-room boutique hotel and construction was underway when the COVID 19 pandemic halted construction and decimated the lodging industry. The project, which completed all underground and utility work and two floors of foundation work, became a pop-up restaurant over the last two years. Staff recommends the approval of the proposed PD that provides for the requested deviation from the height standard and design permits and requires development performance standards. The proposed project continues to be in conformance with goals and policies established in the General Plan and the Downtown Specific Plan, and facilitates the construction of the hotel.

Background

The purchase, sale, and grant agreement by the Morgan Hill Oversight Board to Leal Vineyards Inc. includes a two phased project: 1) the rehabilitation of the Granada Theatre, and 2) the Market Hall/ Restaurant Boutique Hotel. The Granada Theatre was restored in 2016 and has been functioning as an entertainment venue. The boutique hotel secured entitlements and began construction in 2017. Like many other projects, the Granada hotel's construction halted during the COVID-19 pandemic. With the City's business recovery emergency order, building permits have been extended for all projects during the COVID-19 pandemic.

While Leal Vineyard Inc. is now prepared to move forward with completion of the hotel, another challenge has surfaced. The lodging industry has been one of the hardest industries hit by the pandemic. Today, hotels continue to operate at lower than normal occupancy levels and financing continues to be challenging for hotel projects, especially boutique hotels. The Economic Development Division has researched financing options to assist the Downtown boutique hotel and now understands hotel investors are seeking a minimum of 90-rooms to be considered operationally functional. The Conditional Use Permit and Design Permit approved in April of 2016 included a new 67,940 square foot, four-story building with restaurants, bars, banquet halls, retail, and hotel lobby with 60-guest rooms with valet services. The completion of the base of the hotel limits the design capabilities to expand the hotel in gaining more rooms. The owner/developer has secured a short-term bridge loan that will allow the construction of the hotel to resume if there is additional guest rooms added.

Planned Development

The proposed project request includes an addition of a partial fifth-story to gain 11 guest rooms, plus the conversion of the gym to two additional guest rooms (13-total). The partial fifth-story exceeds the Downtown height standards and levels/stories allowed within the Downtown Specific Plan. Deviations to the Standards within the Downtown Specific Plan (DTSP) require a Planned Development (PD). Therefore, the applicant has requested a PD to allow for enhanced flexibility in building design for the partial 5th floor, and an amendment to the Design Permit to allow for the minor facade modifications. The drafted PD would allow a maximum building height of 70-feet with exceptions for required rooftop equipment such as elevator shafts, stairwells etc. The attached PD also outlines performance standards that will need to be achieved in order to receive the additional height for the hotel. Those standards are as follows:

Planned Development Performance Standards/ Penalties

Performance Standards:

1. The property owner/designee shall enter into a Memorandum of Understanding (MOU) agreement to memorialize the understanding of listed penalties that may be invoked if these performance standards are not achieved. The MOU will be reviewed and approved by the City Attorney and City Manager.
2. Property owner/designee is required to submit building permit application(s) and construction document(s) for the modifications and addition of the 5th floor by April 30, 2023.
3. The property owner/designee shall secure building permit(s) for the fifth level by September 30, 2023.
4. Construction to resume no later than August 31, 2023.
5. Property owner/designee to complete exterior facade before interior improvements, 24-months after construction resumes.
6. Parklets for the Granada Theater may continue operation only during non-construction hours. Parklet may resume to normal hours once construction of the exterior of the hotel has been completed and temporary fencing removed.
7. Non-essential hotel amenities (restaurant, bar, meeting rooms, etc.) should not be completed prior to the completion of hotel rooms.
8. Hotel rooms to be operational by December 31, 2025.
9. As part of the substantial public benefit, the property owner/designee will incorporate a valet station for drop-off/pick-up in a location convenient for all Downtown visitors in addition to the hotel guests. This will provide upfront access for all visitors/consumers Downtown. In addition, the property owner/designee will have a mural displayed on the rear of the building. The artwork for the mural will be approved by the Library, Culture, and Arts Commission.

Penalties:

10. If the property owner/designee doesn't resume construction by August 31, 2023, the City may revoke the maximum building height for a hotel.
11. MOU to identify agreed-upon liquidated damages for every day after December 31, 2025, or as amended by time extensions.

PD Substantial Public Benefit

A PD requires a substantial public benefit as part of the project. Previous studies and parking updates presented to the Council show there is a sufficient amount of parking Downtown. As the Downtown continues to grow and be successful, finding available parking directly adjacent to or near stores/ restaurants may become more challenging.

The Downtown Specific Plan, the Morgan Hill Downtown Parking Conditions Study by Hexagon, and the Station Area Master Plan all reference parking strategies to best utilize the amount of parking available in key areas. One of the strategies recommended by all three documents was the utilization of a Downtown valet program.

The City has had discussions with Downtown owners/business owners and the Morgan Hill Downtown Association in the past to try and create a valet program, but it was not the right time.

To achieve additional parking options for the north end of Downtown, this project is

proposing to incorporate a valet station for drop-off / pick-up at a location convenient for all Downtown visitors in addition to the hotel guests. This will provide upfront access for all visitors/consumers Downtown. In addition, as mentioned above, the developer will have a mural displayed on the rear of the building and that artwork will be approved by the Library, Culture, and Arts Commission.

Design Permit Amendment

The project was previously analyzed and found consistent with all applicable design standards. This request is for an amendment to that approved permit to allow for minor facade modifications to enhance activation and entries along Monterey Road. The circulation and building footprint remain unchanged. The facade continues to utilize a greyish-brown brick veneer as the base with a lighter smooth trowel stucco body on the upper floors. To reduce massing, the upper floors are slightly pushed back and introduce wood tiles and glass as architectural details with a light cream color for the stucco finish. The proposed 5th level is set back approximately 28-feet from Monterey Road and 1st Street, reducing the visibility of the partial fifth level from the public right-of-way.

Conclusion

The DTSP allows for deviations from standards with the adoption of a PD Combining District. The proposed PD supports the approved hotel use as permitted and deviates from the height standard by adding one additional level for hotels. The hotel development with additional height is consistent with policies established by the General Plan and DTSP in that a hotel supports tourism Downtown, provides new services and amenities, and meets all other design guidelines in the DTSP. Project consistency and compliance with findings of approval are summarized within the drafted Ordinance for the PD and in the Resolution for the Design Permit. The Planning Commission reviewed this proposal on October 11, 2022 and recommended City Council approval with no changes.

COMMUNITY ENGAGEMENT:

Inform

The proposed project was publicly noticed by mailing to property owners within 600-feet of the project and a 1/4 page ad in the newspaper for the minimum 10-day period.

ALTERNATIVE ACTIONS:

The Council may choose to deny the Planned Development and Design Permit Amendment. If the project proposal is not approved, the hotel has secured the Conditional Use Permit and Design Permit to continue with the original approval. Due to the approved number of guestrooms for the boutique hotel and financing requirements, denial of the project could further delay finalization of construction for the hotel.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

In 2014, the City of Morgan Hill, as Successor Agency to the former Morgan Hill

Redevelopment Agency, began the process of disposing of former Redevelopment assets, including the former Downtown Mall located at 17490 Monterey Road (APN:726-14-074). The process included an extensive Request for Qualifications/Proposals (RFQ/P) process consistent with the Long Range Property Management Plan and with the guidance of a community-based group comprised of the Morgan Hill Economic Development Corporation, as well as representatives of the Morgan Hill Chamber of Commerce and the Morgan Hill Downtown Association. The RFQ/P process ultimately resulted in the Purchase, Sale and Grant Agreement by the Morgan Hill Oversight Board to Leal Vineyards Inc. on September 3, 2015, for a two-phased project: Phase 1, the rehabilitation of the Granada Theatre for use as an entertainment, special event and assembly venue with food and beverage service, and for Phase 2, for a Market Hall/Restaurant, Boutique Hotel.

In April of 2016, the Planning Commission reviewed and approved a Design Permit and a Conditional Use Permit for a new Downtown Hotel. The approvals included a new 67,940 square foot, four-story building with restaurants, bars, retail, banquet halls(s), and hotel lobby with guest rooms, services including valet parking and amenities. The Conditional Use Permit allows for an outdoor green event space, conference/meeting rooms, banquet rooms, and ancillary prep kitchens with one main kitchen to serve the hotel. The hotel also included a pool with outdoor living / lounge area. The project was approved by the City Council on May 18, 2016.

At the [October 11, 2022 Planning Commission meeting](#), the Commission held a duly noticed public hearing where they considered public testimony along with staff's report, exhibits, drawings, and other materials. The Planning Commission recommended approval of the PD and the Design Permit Amendment to City Council with no changes by the follow vote: 6 ayes, 0 noes, 0 abstain, and 1 absent.

FISCAL AND RESOURCE IMPACT:

City development review functions are cost-recovery, with fees collected from applicants to cover the cost of services. These fees have been collected.

CEQA (California Environmental Quality Act):

An Addendum to the DTSP Master Environmental Impact Report (MEIR) has been prepared pursuant to Title 14, Section 15164 of the California Code of Regulations and City of Morgan Hill environmental standards (Attachment 5). The City of Morgan Hill, Development Services Department, has reviewed the proposed project and on the basis of the whole record before it, has determined that pursuant to CEQA Guidelines Section 15179, no substantial changes have occurred with respect to the circumstances under which the MEIR was certified, and there is no new available information, which was not known and could not have been known at the time that the MEIR was certified. The project, as identified in the Addendum, would not have a significant effect on the environment beyond that which was evaluated in the Downtown Specific Plan Master Environmental Impact Report. The document demonstrates that neither a subsequent EIR, nor a supplement to the MEIR is required given that the proposed modifications to the approved project would not trigger the applicable criteria set forth in the CEQA

Guidelines Section 15162. The Addendum to the Downtown Specific Plan MEIR has been prepared pursuant to Title 14 Section 15164 of the California Code of Regulations and City of Morgan Hill environmental standards.

ORDINANCE NO. ____, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL CITY COUNCIL APPROVING A ZONING MAP AMENDMENT FOR A MIXED-USE DOWNTOWN PLANNED DEVELOPMENT COMBINING DISTRICT ON A 1.09-ACRE SITE LOCATED EAST OF MONTEREY ROAD BETWEEN 1ST STREET AND 2ND STREET (ZA2022-0004: MONTEREY – LEAL GRANADA HOTEL) APN: 726-14-074

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

SECTION 1. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.

The planned development will yield a project that is consistent with the Downtown Specific Plan and General Plan City and Neighborhood Form Policies CNF-14.1, CNF-14.2, CNF-14.3, and CNF-14.7 and the Economic Development Element in that the Hotel supports the implementation of the Downtown Specific plan by providing a new use that includes specialty retail, event space, and other services on the first floor along Monterey street, and supports tourism downtown by adding short- term stay for visitors. The General Plan does not specify maximums for the floor area ratio or density on the project site. The proposed development for a hotel meets the floor area ratio as identified within the Downtown Specific Plan.

SECTION 2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The planned development will yield a project that supports tourism by providing the convenience to stay and enjoy events within the Downtown. A hotel use will provide public interest and enhance general welfare by including ancillary uses that support Downtown as a focal point of the City. Projects will be built to comply with standard building code requirements and therefore will not be detrimental to public health, safety, and welfare.

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 the community at large.

The property is an approximate 1.09-acre site that propose the development of a project that meet the design requirements and guidelines identified within the Downtown Specific Plan. This Planned Development allow for an increase in height up to five stories for a hotel use. Consistent with the Downtown Specific Plan, upper floor levels will be set back from the first and second floors which

reduces the massing of the building and maintain the characteristics within the Downtown. As mentioned in Sections 1 and 2 above, the planned development will yield a project that contributes to the Downtown and the community at large and will not be detrimental to the health, safety, and welfare of the property and surrounding properties.

SECTION 4. The proposed development is consistent with the general plan, zoning code and any applicable specific plan or area plan adopted by the City council.

The Downtown Specific Plan allows for Planned Developments for properties to deviate from standards. The proposed Planned Development supports the approved hotel use as permitted and deviates from the height standard by adding one additional level for hotels. The Planned Development will yield a project consistent with the policies established by the General Plan and Downtown Specific Plan in that a Hotel supports tourism downtown, provides new services and amenities, and meets the Design Guidelines within the Specific Plan.

SECTION 5. The proposed development is superior to the development that could occur under the standards applicable in the existing zoning districts.

The Planned Development will allow for a use and design that supports the viability of a hotel downtown, improving the operational functionality of the hotel. A hotel with ancillary services and amenities within downtown supports the Downtown Specific Plan and General Plan by promoting Downtown as a focal point and supports tourism that supports the economic growth of Downtown.

SECTION 6. The proposed project will provide a Substantial Public Benefit. The public benefit provided shall be of sufficient value as determined by the Planning Commission to justify deviation from the standards of the zoning district that currently applies to the property.

The Planning Commission recommended approval at a duly noticed public hearing on October 11, 2022 that included the review of the substantial public benefit. The project will incorporate a valet station for drop-off/pick-up in a location convenient for all downtown visitors in addition to the hotel guests. This will provide upfront access for all visitors/consumers downtown. In addition, the property owner/designee will have a mural displayed on the rear of the building. The artwork for the mural will be approved by the Arts Commission.

SECTION 7. The site for the proposed development is adequate in size and shape to accommodate proposed land uses.

The site is a 1.09-acre site and shape of the site can accommodate a five- story hotel that meets the floor area ratio identified within the Downtown Specific Plan.

SECTION 8. Adequate transportation facilities, infrastructure, and public services exist or will be provided to serve the proposed development.

The site is located within the downtown fronting on Monterey road and 1st Street with valet services for guest accessed from 2nd Street. There are wet and dry utilities and infrastructure in the surrounding area that support the development of

this site.

SECTION 9. The proposed development will not have a substantial adverse effect on surrounding property and will be compatible with the existing and planned land use character of the surrounding area.

The Planned Development will yield a project consistent with the Downtown Specific Plan and General Plan goals and policies. The increased height for a hotel will be compatible with existing and planned uses of the surrounding area in that the 5th level will be push back and central to the block which reduces massing and provides relief for future development of adjacent properties on the block.

SECTION 10. The City Council approves the Zoning Amendment application ZA2022-0004: Monterey – Leal Granada Hotel (Granada Hotel Expansion) for a Planned Development as described in the attached Exhibit “A” and Exhibit “B” to this Ordinance.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 16th DAY OF NOVEMBER 2022, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE XX DAY OF XX 2022, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

MICHELLE BIGELOW, City Clerk

∞ **CERTIFICATE OF THE CITY CLERK** ∞

I, MICHELLE BIGELOW, 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 their regular meeting held on the XX day of XX 2022.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

EXHIBIT A

PLANNED DEVELOPMENT STANDARDS AND USES

This Planned Development (PD) pertains to the 1.09-acre lot located mid-block east of Monterey Road, between 1st Street and 2nd Street. To proceed with the development of a Hotel that exceeds 4-stories, or 55-feet in height, the Performance Standards set forth in Section A of this Exhibit shall be met. A one-time, 2-year administrative time extension to each performance standard outlined in Section A of this Exhibit may be granted by the Development Services Director if:

- 1) The property owner/designee proceeded in good faith and has exercised due diligence in efforts to achieve each performance standard in a timely manner; and
- 2) The property owner/designee provides proof to demonstrate that the performance standard milestone(s) could not be achieved due to circumstances outside of their control.

If additional time is needed for any performance standard listed in Section A of this Exhibit after a 2-year time extension was approved, additional time extensions may be reviewed and approved by the City Manager. If the Performance Standards cannot be achieved within the timeline or approved extended timelines, the underlying Downtown Specific Plan height standard of maximum 4-stories or 55 feet in height shall be reinstated.

SECTION A: PERFORMANCE STANDARDS

- 1a. The property owner/designee shall enter into a Memorandum of Understanding (MOU) agreement to memorialize the understanding of listed penalties that may be invoked if these performance standards are not achieved. The MOU will be reviewed and approved by the City Attorney and City Manager.
- 2a. Property owner/designee is required to submit building permit application(s) and construction document(s) for the modifications and addition of the 5th floor by April 30, 2023.
- 3a. Property owner/designee shall secure building permit(s) for the fifth level by September 30, 2023.
- 4a. Construction to resume no later than August 31, 2023.
- 5a. Property owner/designee to complete exterior facade before interior improvements, 24 months after construction resumes.
- 6a. Parklets for the Granada Theater may continue operation only during non-construction hours. Parklet may resume to normal hours once construction of the exterior of the hotel has been completed and temporary fencing removed.

- 7a. Non-essential hotel amenities (restaurant, bar, meeting rooms, etc.) should not be completed prior to the completion of hotel rooms.
- 8a. Hotel rooms to be operational by December 31, 2025.
- 9a. As part of the substantial public benefit, the property owner/designee will incorporate a valet station for drop-off/pick-up in a location convenient for all downtown visitors in addition to the hotel guests. This will provide upfront access for all visitors/consumers downtown. In addition, the property owner/designee will have a mural displayed on the rear of the building. The artwork for the mural will be approved by the Library, Culture, and Arts Commission.

Penalties

- 10a. If the property owner/designee doesn't resume construction by August 31, 2023, the City may revoke the maximum building height for a hotel as described in Table B.1.
- 11.a MOU to identify agreed-upon liquidated damages for every day after December 31, 2025, or as amended by time extensions.

SECTION B. DEVELOPMENT STANDARDS AND USES

The Standards set herein supersede the Downtown Specific Plan and any Combining District or Overlay District. Where this Planned Development is silent on standards, the underlying mixed-use Commercial Business District (CBD) as amended shall apply.

Development Standards Table B.1

	Standard
Maximum Building Coverage	No Maximum
Floor Area Ratio	2.0 or 2.25 for sites over 22,000 square feet
Maximum Building Height	4 stories or 55-feet
Maximum Building Height for a Hotel	5 stories or 70 feet*
Maximum Building Height Exceptions	Add 15-feet to maximum height for required rooftop equipment, elevator shafts, or stairwells
Setbacks:	
Front	0-feet minimum 10-feet maximum
Side	0-feet minimum
Rear	0 feet minimum
Ground Floor "Floor-to-ceiling clear" height	14-feet for
Ground Floor building depth: retail depth minimums as specified within the Downtown Specific Plan	60-feet
Parking	Refer to the Downtown Specific Plan Parking Requirements as amended
Hotel Parking	No onsite parking required, drop-off and valet parking for guests is required on or off-site biased on demand

* Maximum Building Height reduced to 4 stories or 55-feet in height if Section A Performance Standards are not met.

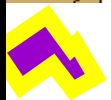
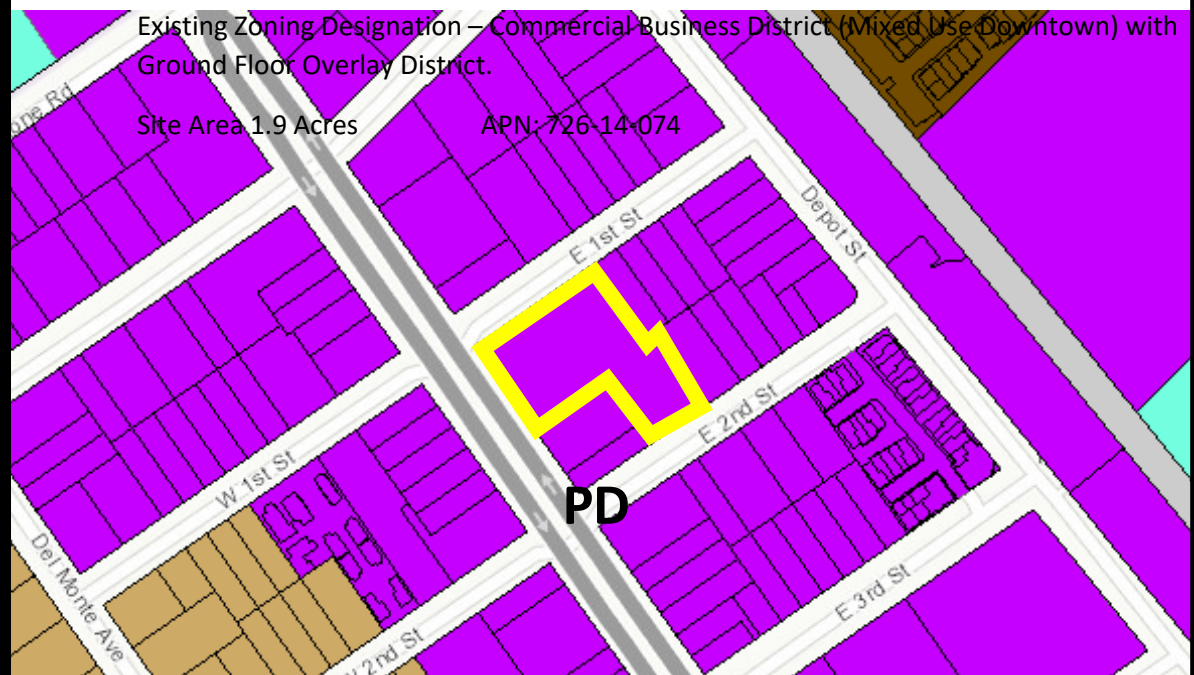
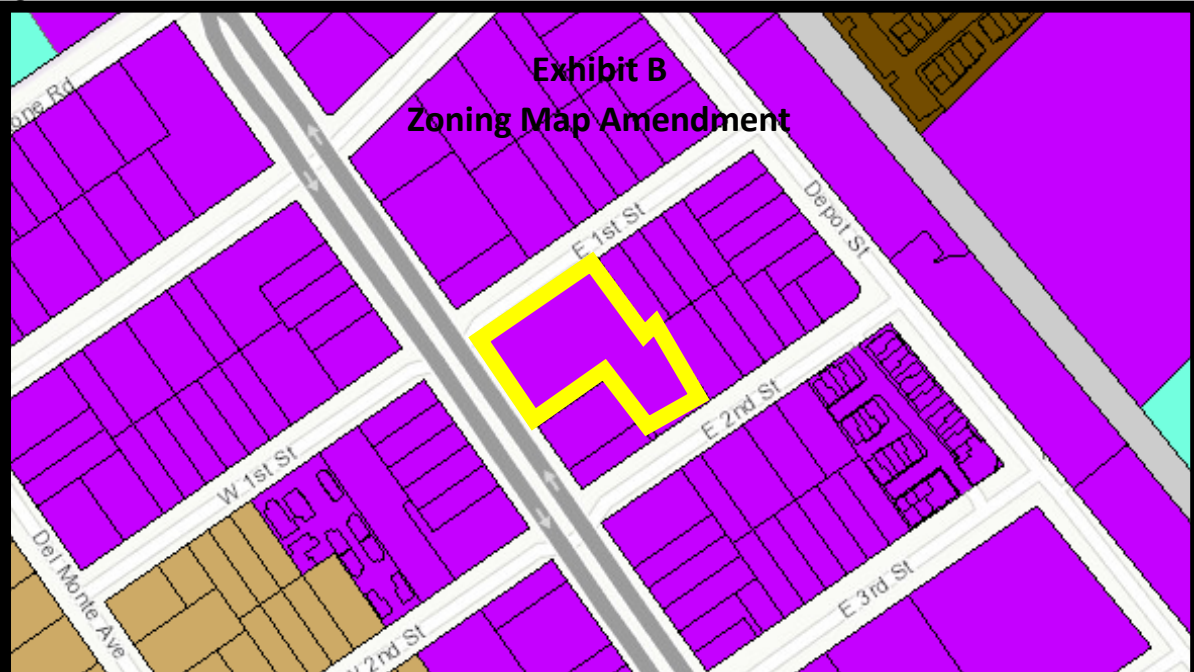
The following uses listed in Table B.2 are allowed within this PD by right. This PD defers to the Permitted Uses Table for the mixed-use Commercial Business District (CBD) and Ground Floor Overlay District within the Downtown Specific Plan as amended, where this PD table is silent. The Ground Floor Overlay district applies to the first floor within 60-feet from property line adjacent to Monterey Road and 80-feet at 1st and 2nd Street.

P = Permitted Use

Permitted Uses and Conditionally Permitted Uses Table B.2

Commercial /Service /Retail Uses	
Commercial Recreation (3,000 sq.ft. or less)	P
Commercial Service	P
Food Service, takeout	P
Hotel*	P
Bar (ancillary to a hotel or restaurant)	P
Convenience Market / Specialty Food Market (ancillary to a hotel)	P
Restaurant (beer & wine or full bar)	P
Retail Store	P
Personal Services	P

*Hotel as defined in this PD includes hotel lobby, restaurants with option for full service bar, bars, and retail stores. It also allows conference rooms, banquet hall rooms, and service areas including prep kitchens that support those uses.



PD

Proposed Zoning Designation – Commercial Business District (Mixed Use Downtown) with Ground Floor Overlay District and Planned Development

Site Area 1.9 Acres

APN: 726-14-074

RESOLUTION NO. XX-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING A DESIGN PERMIT AMENDMENT (AAE2022-0004 AMENDING SR-16-01) TO EXPAND THE APPROVED GRANADA HOTEL BY ADDING A PARTIAL FIFTH-LEVEL WITH MINOR BUILDING FAÇADE MODIFICATIONS AND SITE IMPROVEMENTS ON THE 1.09 ACRE SITE LOCATED EAST OF MONTEREY ROAD BETWEEN 1ST STREET AND 2ND STREET AS IDENTIFIED BY ASSESSOR'S PARCEL NUMBER 726-14-074.

WHEREAS, a Design Permit (SR-16-01) was reviewed for compliance with the Downtown Specific Plan design guidelines by Planning Commission at its regular meeting of April 26, 2016, at which time the Planning Commission approved application SR-16-01: Monterey—Leal; and

WHEREAS, an amendment request was submitted by Leal Vineyards, Inc. to amend the approved Design Permit to allow for a partial fifth level that will accommodate 11 additional guestrooms, convert the fitness amenity to add an additional two additional guestrooms on the third level and minor façade modifications and enhanced entrances along Monterey Street and 1st Street; and

WHEREAS, on October 11, 2022 the Planning Commission reviewed testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials provided and recommended approval of the Design Permit Amendment to City Council; and

WHEREAS, the City Council has reviewed and considered the Initial Study and Addendum prepared for the Project; and

WHEREAS, the Addendum prepared or the project is incorporated, by this reference into the Resolution as if fully set forth herein; and

WHEREAS, the City of Morgan Hill, Development Services Department, has reviewed the proposed project and on the basis of the whole record before it, has determined that pursuant to CEQA Guidelines Section 15179, no substantial changes have occurred with respect to the circumstances under which the MEIR was certified, and there is no new available information, which was not known and could not have been known at the time that the MEIR was certified. The project, as identified in the Addendum, would not have a significant effect on the environment beyond that which was evaluated in the Downtown Specific Plan Master Environmental Impact Report (MEIR). The document demonstrates that neither a subsequent EIR, nor a supplement to the MEIR is required given that the proposed modifications to the approved project would not trigger the applicable criteria set forth in the CEQA Guidelines Section 15162. The Addendum to

the Downtown Specific Plan MEIR has been prepared pursuant to Title 14 Section 15164 of the California Code of Regulations and City of Morgan Hill environmental standards; and

WHEREAS, the proposed project is consistent with the development assumptions in the Downtown Specific Plan. The proposed project would not result in any new or more significant cumulative impacts than the previously approved project (disclosed in the Specific Plan MEIR). Mitigation measures adopted for the previously approved project where feasible and will be implemented by the proposed project; 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, THE MORGAN HILL CITY COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1. The proposed project is consistent with the general plan and any applicable specific plan, area plan, or other design policies and regulations adopted by the City Council.

The partial fifth floor is pushed far back from Monterey Road and 2nd Street, central to the main building and mid-block. This reduces the massing of the structure and visibility of the fifth floor from the public right-of-way. The project is in conformance with General Plan Policies specifically, but not limited to CNF-14.1, CNF-14.2, CNF-14.3, and CNF-14.7 and the Economic Development Element. The hotel development supports the implementation of the DTSP by providing a new use that includes specialty retail, event space, and other services on the first floor along Monterey Road, and supports tourism downtown by adding rooms for short-term stays for visitors.

SECTION 2. The proposed project complies with all applicable provisions of the zoning code and municipal code.

The amendment as proposed is consistent with the intent of the zoning code which is consistent with the DTSP requirements in that it meets the Design Guidelines by utilizing quality design and materials, introduces glass, wood tile, and metal for architectural detailing, and creatively utilizes reveals to create interest and private space for balconies.

SECTION 3. The proposed project substantially complies with all applicable design standards and guidelines contained in the Design Review Handbook.

The Design Guidelines within Chapter 5 of the DTSP supersede the regulations within the Design Review Handbook. However, the amendment as proposed substantially complies with the applicable design standards and guidelines outlined in the design review handbook in that the building utilizes alternate

colors and materials to identify the base of the building from the top of the building, includes deep reveals for architectural interest and privacy for balconies, and maintains architectural details on all facades of the building.

SECTION 4. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

the City of Morgan Hill, Development Services Department, has reviewed the proposed project and on the basis of the whole record before it, has determined that pursuant to CEQA Guidelines Section 15179, no substantial changes have occurred with respect to the circumstances under which the MEIR was certified, and there is no new available information, which was not known and could not have been known at the time that the MEIR was certified. The project, as identified in the Addendum, would not have a significant effect on the environment beyond that which was evaluated in the Downtown Specific Plan Master Environmental Impact Report (MEIR). The document demonstrates that neither a subsequent EIR, nor a supplement to the MEIR is required given that the proposed modifications to the approved project would not trigger the applicable criteria set forth in the CEQA Guidelines Section 15162. The Addendum to the Downtown Specific Plan MEIR has been prepared pursuant to Title 14 Section 15164 of the California Code of Regulations and City of Morgan Hill environmental standards.

SECTION 5. The proposed development will not be detrimental to the public health, safety, or welfare or materially injurious to the properties or improvements in the vicinity.

The redevelopment of the project site is part of the vision for both the General Plan and DTSP. The project will be detrimental to the public health as analyzed in the DTSP MEIR. The project and circulation were designed to city standards and therefore will not be detrimental to public safety or welfare. The project will comply with SWIPP and Building Code requirements, and therefore it will not be materially injurious to the properties or improvements in the vicinity.

SECTION 6. The proposed project complies with all applicable design review criteria in Subsection H of Section 18.108.040.

While the proposed amendment meets the intent of the design review criteria, the Design Guidelines within Chapter 5 of the DTSP supersede the regulations within the municipal code.

SECTION 7. Pursuant to the authority set forth under Chapter 5, Design Guidelines of the Downtown Specific Plan and adopted by Ordinance No. 1956, New Series, the City Council hereby finds the project to be in substantial conformance with those Design Guidelines and approves of the Design Permit for the hotel project.

SECTION 8. The approved project shall be subject to the conditions as identified in the set of standard conditions attached hereto, as Exhibit "A", and by this reference incorporated herein.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at a regular meeting held on November 16, 2022.

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

MICHELLE BIGELOW, City Clerk

∞ CERTIFICATION ∞

I, Michelle Bigelow, City Clerk of the City of Morgan Hill, California, do hereby certify that the foregoing is a true and correct copy of Resolution No. XX-XX, adopted by the City Council at a regular meeting held on XX, 2022.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

EXHIBIT "A"

STANDARD CONDITIONS

APPLICATION: AAE2022-0004: Monterey – Granada Hotel Expansion

THE FOLLOWING ARE STANDARD CONDITIONS OF APPROVAL THAT MUST BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS AND/OR SITE DEVELOPMENT PERMITS EXCEPT AS MAY BE SPECIFIED IN THE CONDITIONS. THE APPROVAL REQUIREMENTS INCLUDE THESE REQUIREMENTS AND ANY SPECIAL CONDITIONS THAT ARE APPLIED THROUGH THE DEVELOPMENT APPROVAL PROCESS. APPLICANTS ARE REQUIRED TO SIGN THE RESOLUTION FORM INDICATING THEY UNDERSTAND AND AGREE TO IMPLEMENT THESE STANDARD CONDITIONS AND ANY SPECIAL CONDITIONS APPLIED TO THEIR PERMIT APPROVAL.

I. TIME LIMITS

The Design Review approval granted under this Resolution shall remain in effect for two years of approval date. Failure to obtain building permits within this term shall result in termination of approval unless an extension of time is granted with a showing of just cause prior to expiration date.

II. SITE DEVELOPMENT

- A. ENCROACHMENT PERMITS: The owner of designee shall seek encroachment permits through the Department of Engineering Department for the work performed within the City's right-of-way.

III. OTHER CONDITIONS

- A. This Design Review approval is limited to the plan set on file for AAE2022-0004: Monterey – Granada Hotel Expansion with the Community Development Department. The approved site and building plans must be in substantial conformance with these plans as determined by the Community Development Director.
- B. The project shall incorporate a valet station for drop-off /pick-up in a location convenient for all downtown visitors in addition to the hotel guests. The location of the station shall be approved by the Development Services Director.
- C. The project shall incorporate a mural to be displayed on the rear façade of the building. The artwork shall be reviewed and approved by the City Library, Culture, and Arts Commission.
- D. DEFENSE AND INDEMNITY: As part of, and in connection, with this application to the City of Morgan Hill, Applicant agrees to defend, indemnify, and hold harmless the City of Morgan Hill, its officers, agents, employees, officials and

representatives (Indemnitees) from and against any and all claims, actions, or proceedings arising from any suit for damages or for equitable or injunctive relief which is filed against City to attack, set aside, void or annul its approval of this application or any related decision, or the adoption of any environmental documents which relates to said approval. The City shall promptly notify the Applicant of any such claim, action or proceeding and the City shall cooperate fully in the defense thereof. In the event that Applicant is required to defend Indemnitees in connection with the proceeding, Indemnitees shall retain the right to approve (a) the counsel to so defend Indemnitees; (b) all significant decisions concerning the manner in which the defense is conducted; and (c) any and all settlements, which approval shall not be unreasonably withheld. This indemnification shall include, but is not limited to, (a) all pre-tender litigation costs incurred on behalf of the City, including City's attorney's fees and all other litigation costs and expenses, including expert witnesses, required to defend against any lawsuit brought as a result of City's approval or approvals; (b) reasonable internal City administrative costs, including but not limited to staff time and expense spent on the litigation, after tender is accepted; and (c) all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision. City may, in its sole discretion, participate in the defense of such action; but such participation shall not relieve Applicant of its obligations under this condition. The undersigned hereby represents that they are the Applicant or are fully empowered by the Applicant as their agent to agree to provide the indemnification, defense and hold harmless obligations, and the signature below represents the unconditional agreement by Applicant to be bound by such conditions.

- E. MITIGATION FEE ACT: Notice is hereby given that, pursuant to the Mitigation Fee Act, the City of Morgan Hill charges certain fees (as such term is defined in Government Code Section 66000) in connection with approval of your development project for the purpose of defraying all or a portion of the cost of public facilities related to your development project (Mitigation Fee Act Fees). These fees do not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements, or as a part of your application for development allocations under the City's Residential Development Control System. The Mitigation Fee Act Fees applying to your project are listed in the schedule of fees provide. Notice is also hereby given that you have the opportunity to protest the imposition of the Mitigation Fee Act Fees within 90 days of the approval of the approval or conditional approval of your development project and that the 90-day approval period in which you may protest has begun.

- F. Signed copies of Resolution: Submit two (2) signed copies of Resolution No. 22-21 to the Planning Division prior to issuance of building permits.

BUILDING DIVISION

- A. The owner or designee shall follow all applicable building codes.
- B. The fifth-floor addition and conversion 1. The fifth-floor addition and conversion of other previously submitted spaces to sleeping rooms will require a separate Building Permit application, documents, and plans. The existing Permit cannot be revised as this is a change in the previously permitted scope of work.
- C. This new proposed scope of work will need to be designed to comply with the current edition (2019) of the California Codes of Regulations as amended by the Morgan Hill Municipal Code Title 15 or the edition that is effect at time of Building Permit Application submittal. (2022 edition after January 1, 2023).
- D. The structural elements of the existing structure that will support the lateral or gravity loads of the addition will need to be analyzed for compliance with the current (2019) California Building Code or the edition that is effect at time of Building Permit Application submittal (2022 edition after January 1, 2023) as required by the California Existing Building Code. A Structural Analysis will need to be submitted at time of Building Permit application

FIRE DEPARTMENT

- A. The owner or designee shall follow all applicable fire safety codes.

ENGINEERING DEPARTMENTENGINEERING DEPARTMENT

- A. Project Water:
- All project water shall be served from First Street.
 - Domestic water service with City standard backflow device and water meter with location to be determined by Engineering Department.
 - Irrigation service with City standard backflow device and water meter with location to be determined by Engineering Department.
 - Fire service with City standard backflow device with location to be determined by Engineering Department.
 - Fire Department Connection (FDC) location shall be approved by the Fire Department.
 - Existing Granada water service shall be maintained.
 - All retention/detention facilities shall be privately maintained by the owner.
- B. Obtain an encroachment permit from the Engineering Department t prior to commencement of any work in the City's right-of-way or in connection with the City's utility system.

GENERAL

- A. The applicant shall cause the construction of all public and private improvements in accordance with the latest City Standard Drawings and Specifications. (MHMC 12.02.090 A; 17.32.010 A)
- H. **IMPACT FEE INCREASE**-The City of Morgan Hill, pursuant to City Code Chapter 3.56 has established impact fees to finance the cost of improvements required by new development. City Code Chapter 3.56.050 provides for automatic annual (July 1st) adjustment of those fees in existence utilizing the Engineering News Record Index for the preceding twelve months. The City Engineering Department maintains historical records on the Engineering News Record Index. These records are available for inspection during normal business hours. (MHMC 3.56.010; 3.56.030; 3.56.050)

STORM DRAIN SYSTEM

- A. As required by the State Water Resources Control Board (SWRCB) Order No. 2009-0009-DWQ, construction activity resulting in a land disturbance of one (1) acre or more of soil, or whose projects are part of a larger common plan of development that in total disturbs more than one (1) acre, are required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity (General Permit). To be permitted with the SWRCB under the General Permit, owners must file a complete Notice of Intent (NOI) ONLINE at: <http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp> and develop a Storm Water Pollution Prevention Plan (SWPPP) Manual in accordance with the General Permit. The SWPPP Manual shall follow the CASQA SWPPP template/format at <https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx> and shall be approved by Engineering Department Engineering. A Waste Discharger Identification (WDID) number will be issued to the construction site after the SWRCB receives and verifies the submitted ONLINE NOI information. The WIDI number and approved SWPPP Manual shall be provided to Engineering Department and the Building Department prior to any approval of grading activities (SWRCB NPDES General Permit CA000002).
- B. **NPDES GENERAL PERMIT SITE SWPPP INSPECTIONS AND COMPLIANCE:**
1. ALL project onsite and offsite construction activity shall have the site inspected by a qualified third party SWPPP Inspector (QSD or QSP).
 2. SWPPP Inspections shall occur weekly during the rainy season (September 15th thru May 1st).
 3. SWPPP Inspections shall occur bi-weekly during the non-rainy season.
 4. 48 hours prior to and following a forecasted rain event, SWPPP Inspections shall occur in addition to those of items 2 or 3 above.
 5. Per each of the inspection conditions 2, 3, or 4, the NPDES SWPPP Inspector shall certify in writing to the Building and Engineering Department if the site is in compliance or non-compliance with the NPDES General Permit for Stormwater, site SWPPP Manual, and Water Pollution Control Drawings (per the CMH-SWPPP Inspection Check List to be provided by Engineering Department). QSD/QSP SWPPP Inspectors shall forward onsite and offsite information/certification to the Building (on-

- site private property issues) and Engineering Department (public right-of-way issues) inspectors respectively.
 - 6. Prior to rain events, BMPs not in compliance will need to be corrected immediately.
 - 7. Illicit discharges per the NPDES General Permit, non-compliance of tracking control, and inlet protection within the public right of way shall be address immediately.
 - 8. Other non-compliance issues need to be addressed within a 24 hour period.
 - 9. Non-compliance issues which have been corrected shall be verified by NPDES SWPPP Inspector by a follow up inspection.
- C. Current Federal Emergency Management Agency Flood Insurance Maps show the site is located in:
- 1. In all other zones (AE, AH, A99, V, VE), the lowest floor shall be elevated at least one foot above the base flood elevation. (MHMC 18.42.160 C; CMH Design Standards and Standard Details for Construction)
- IV. OTHER CONDITIONS
- A. The applicant shall cause the design and construction required to underground all electric, gas, Cable TV, and communication lines within the development. Such design and construction shall be to the satisfaction of the affected utilities and the Director of Engineering Department. (MHMC 17.32.020 E.1)
- B. Landscaping and irrigation systems serving common areas that are required to be installed in the public right-of-way on the perimeter of this tract area shall be continuously maintained by the Homeowner's Association/Owner.

WATER QUALITY

- A. State Water Resources Control Board Post Construction Requirements (PCRs): Project shall comply with the California Regional Water Quality Control Board Central Coast Region Resolution No. R3-2013-0032 as documented by the **Stormwater Management Guidance Manual for Low Impact Development and Post-Construction Requirements** (developed from Resolution No. R-2013-0032 Attachment 1 and 2 at: http://www.waterboards.ca.gov/centralcoast/water_issues/programs/stormwater/docs/lid/lid_hydromod_charette_index.shtml). A copy of the guidance manual can be obtained through the Department of Engineering Department internet site.
- a. Project shall provide Stormwater Control Plan Checklist and applicable calculations per the Stormwater Management Guidance Manual for Low Impact Development and Post-Construction Requirements.
 - b. Project shall meet the applicable requirements of the Stormwater Management Guidance Manual for Low Impact Development and Post-Construction Requirements:
 - i. Performance Requirement 1: Site Design and Runoff Reduction
 - ii. Performance Requirement 2: Water Quality Treatment
 - iii. Performance Requirement 3: Runoff Retention

- iv. Performance Requirement 4: Peak Management
 - c. **Submit/re-submit site review plans (SR) to include requirements of item “a” and “b” above.**
- B. Design Standards Applicable to All Categories.
- a. **Peak Storm Water Runoff Discharge Rates** - Post-development peak storm water runoff discharge rates shall not exceed the estimated pre development rate for developments where the increased peak storm water discharge rate will result in increased potential for downstream erosion. Note: the project may be required to **retain** stormwater runoff as part of resolution R3-2013-0032 prior to releasing discharge rates at pre development flows.
 - b. **Minimize Storm Water Pollutants of Concern** - Storm water runoff from a site has the potential to contribute oil and grease, suspended solids, metals, gasoline, pesticides, and pathogens to the storm water conveyance system. The development must be designed so as to minimize, to the maximum extent practicable, the introduction of pollutants of concern that may result in significant impacts, generated from site runoff of directly connected impervious areas (DCIA), to the storm water conveyance system as approved by the building official. Pollutants of concern consist of any pollutants that exhibit one or more of the following characteristics: current loadings or historic deposits of the pollutant are impacting the beneficial uses of a receiving water, elevated levels of the pollutant are found in sediments of a receiving water and/or have the potential to bio-accumulate in organisms therein, or the detectable inputs of the pollutant are at concentrations or loads considered potentially toxic to humans and/or flora and fauna.

In meeting this specific requirement, “minimization of the pollutants of concern” will require the incorporation of a BMP or combination of BMPs best suited to maximize the reduction of pollutant loadings in that runoff to the Maximum Extent Practicable. Those BMPs best suited for that purpose are those listed in:

- i. [California Stormwater Quality Association \(CASQA\) Handbook: BMPs for New Development and Redevelopment](#)
- ii. [Bay Area Stormwater Management Agencies Association \(BASMAA\) Design Guidance Manual for Stormwater Quality Protection: Start at the Source 1999](#)

Other available sources of BMPs

- iii. [California Storm Water Best Management Practices Handbooks](#)
- iv. [Caltrans Storm Water Quality Handbook: Planning and Design Staff Guide](#)

- c. **Provide Storm Drain System Stenciling and Signage** - Storm drain stencils are highly visible source controls that are typically placed directly adjacent to storm drain inlets. The stencil contains a brief statement that prohibits the dumping of improper materials into the storm water conveyance system. Graphical icons, either illustrating anti-dumping symbols or images of receiving water fauna, are effective supplements to the anti-dumping message. All storm drain inlets and catch basins within the project area must be stenciled with prohibitive language (such as: "NO DUMPING – DRAINS TO CREEK") and/or graphical icons to discourage illegal dumping. Signs and prohibitive language and/or graphical icons, which prohibit illegal dumping, must be posted at public access points along channels and creeks within the project area. Legibility of stencils and signs must be maintained.
- d. **Properly Design Outdoor Material Storage Areas** - Outdoor material storage areas refer to storage areas or storage facilities solely for the storage of materials. Improper storage of materials outdoors may provide an opportunity for toxic compounds, oil and grease, heavy metals, nutrients, suspended solids, and other pollutants to enter the storm water conveyance system. Where proposed project plans include outdoor areas for storage of materials that may contribute pollutants to the storm water conveyance system, the following Structural or Treatment BMPs are required:
 - i. Materials with the potential to contaminate storm water must be: (1) placed in an enclosure such as, but not limited to, a cabinet, shed, or similar structure that prevents contact with runoff or spillage to the storm water conveyance system; or (2) protected by secondary containment structures such as berms, dikes, or curbs.
 - ii. The storage area must be paved and sufficiently impervious to contain leaks and spills.
 - iii. The storage area must have a roof or awning to minimize collection of storm water within the secondary containment area.
- e. **Properly Design Trash Storage Areas** - A trash storage area refers to an area where a trash receptacle or receptacles (dumpsters) are located for use as a repository for solid wastes. Loose trash and debris can be easily transported by the forces of water or wind into nearby storm drain inlets, channels, and/or creeks. All trash container areas must meet the following Structural or Treatment Control BMP requirements (individual single-family residences are exempt from these requirements):
 - i. Trash container areas must have drainage from adjoining roofs and pavement diverted around the area(s).
 - ii. Trash container areas must be screened or walled to prevent off-site transport of trash.
 - iii. Shall have covered roof.
 - iv. Shall have a sanitary connection with approved guard cover Engineering Department.

- f. **Design Standards for Structural or Treatment Control BMPs** - The post-construction treatment control BMPs shall incorporate, at a minimum, either a volumetric or flow based treatment control design standard, or both, as identified below to mitigate (infiltrate, filter or treat) storm water runoff:
 - i. **Volumetric Treatment Control BMP**
 - 1. The 85th percentile 24-hour runoff event determined as the maximized capture storm water volume for the area, from the formula recommended in Urban Runoff Quality Management, WEF Manual of Practice No. 23/ASCE Manual of Practice No. 87, (1998); or
 - 2. The volume of annual runoff based on unit basin storage water quality volume, to achieve 80 percent or more volume treatment by the method recommended in California Stormwater Best Management Practices Handbook – Industrial/ Commercial, (2003); or
 - 3. The volume of runoff produced from a historical-record based reference 24-hour rainfall criterion for “treatment” that achieves approximately the same reduction in pollutant loads achieved by the 85th percentile 24-hour runoff event.
 - ii. **Flow Based Treatment Control BMP**
 - 1. The flow of runoff produced from a rain event equal to at least two times the 85th percentile hourly rainfall intensity for the area; or
 - 2. The flow of runoff produced from a rain event that will result in treatment of the same portion of runoff as treated using volumetric standards above.
- g. **Stormwater Runoff Management Plan (SWRMP) required** - The stormwater runoff management plan shall include sufficient information to evaluate the environmental characteristics of affected areas, the potential impacts of the proposed development on water resources, and the effectiveness and acceptability of measures (post construction BMPs) proposed for managing stormwater runoff.
 - i. The stormwater runoff management plan shall be prepared under the direction of a professional civil engineer registered in the State of California. The responsible professional civil engineer shall stamp and sign the approved stormwater runoff management plan.
 - ii. The chief engineer or designee may require a developer to provide a signed certification from the civil engineer responsible for preparing the stormwater runoff management plan that all stormwater best management practices have been designed to meet the requirements of this chapter.
 - iii. Each certifying civil engineer shall establish to the city's satisfaction that such person has been trained on the design of stormwater quality best management practices not more than three years prior to the certification signature date.

- iv. Qualifying training shall be conducted by an organization with stormwater quality management expertise, such as a university, the Bay Area Stormwater Management Agencies Association, the American Society of Civil Engineers, the American Engineering Department Association, or the California Water Environment Association.

h. Stormwater BMP operation, maintenance, and replacement responsibility

- i. All on-site stormwater management facilities shall be operated and maintained in good condition and promptly repaired/replaced by the property owner(s), an owners' or homeowners' association or other legal entity approved by the city.
- ii. Any repairs or restoration/replacement and maintenance shall be in accordance with city-approved plans.
- iii. The property owner(s) shall develop a maintenance schedule for the life of any stormwater management facility and shall describe the maintenance to be completed, the time period for completion, and who shall perform the maintenance. This maintenance schedule shall be included with the approved stormwater runoff management plan.

i. Stormwater BMP operation and Maintenance Agreement (SWBOMA)

required - Improper maintenance is one of the most common reasons why water quality controls will not function as designed or which may cause the system to fail entirely. It is important to consider who will be responsible for maintenance of a permanent BMP, and what equipment is required to perform the maintenance properly.

- i. Prior to the issuance of any building permit requiring stormwater management BMPs, the owner(s) of the site shall enter into a formal written stormwater BMP operation and maintenance agreement with the city. The city shall record this agreement, against the property or properties involved, with the County of Santa Clara and it shall be binding on all subsequent owners of land served by the storm water management treatment BMPs (City standard STORMWATER BMP OPERATION AND MAINTENANCE AGREEMENT to be provided by Engineering Department Engineering).
- ii. The stormwater BMP operation and maintenance agreement shall require that the BMPs not be modified and BMP maintenance activities not alter the designed function of the facility from its original design unless approved by the city prior to the commencement of the proposed modification or maintenance activity.
- iii. The stormwater BMP operation and maintenance agreement shall provide that in the event that maintenance or repair is neglected, or the stormwater management facility becomes a danger to public health or safety, the city shall have the authority to perform maintenance and/or repair work and to recover the costs from the owner.

j. Stormwater BMP inspection responsibility

- i. The property owner(s) shall be responsible for having all stormwater management facilities inspected for condition and function by a **Registered Civil Engineer (RCE)**.
 - ii. Unless otherwise required by the chief engineer or designee, stormwater facility inspections shall be done at least twice per year (April 15th and September 15th) by the RCE. Written records shall be kept of all inspections and shall include, at minimum, the following information:
 - 1. Site address;
 - 2. Date and time of inspection;
 - 3. Name of the person conducting the inspection;
 - 4. List of stormwater facilities inspected;
 - 5. Condition of each stormwater facility inspected;
 - 6. Description of any needed maintenance or repairs; and
 - 7. As applicable, the need for site reinspection.
 - iii. Upon completion of each inspection, an inspection report shall be submitted to Engineering Department Engineering.
 - k. **Records of maintenance and inspection activities** - On or before April 15th and September 15th of each year, the party responsible for the operation and maintenance of on-site stormwater management facilities under the BMP operation and maintenance agreement shall provide the chief engineer or designee with records of all inspections, maintenance, and repairs.
 - l. **Annual Certification of SWRMP** – On or before September 30th of each year a Registered Civil Engineer (RCE) shall provide written certification that the developments stormwater quality design standards are properly maintained and functioning as required by the SWRMP.
- C. Provisions (if) Applicable to Individual Priority Project Categories
- a. **Restaurants**
 - i. Properly Design Equipment/Accessory Wash Areas - The activity of outdoor equipment/accessory washing/steam cleaning has the potential to contribute metals, oil and grease, solvents, phosphates, and suspended solids to the storm water conveyance system. Include in the project plans an area for the washing/steam cleaning of equipment and accessories. This area must be:
 - 1. Self-contained, equipped with a grease trap, and properly connected to a sanitary sewer.
 - 2. If the wash area is to be located outdoors, it must be covered, paved, have secondary containment, and be connected to the sanitary sewer or other appropriately permitted disposal facility.

- b. **Properly Design Loading/Unloading Dock Areas** - Loading/unloading dock areas have the potential for material spills to be quickly transported to the storm water conveyance system. To minimize this potential, the following design criteria are required:
 - i. Cover loading dock areas or design drainage to minimize run-on and runoff of storm water.
 - ii. Direct connections to storm drains from depressed loading docks (truck wells) are prohibited.
- c. **Parking Lots**
 - i. Properly Design Parking Area - Parking lots contain pollutants such as heavy metals, oil and grease, and polycyclic aromatic hydrocarbons that are deposited on parking lot surfaces by motor-vehicles. These pollutants are directly transported to surface waters. To minimize the offsite transport of pollutants, the following design criteria are required:
 - 1. Reduce impervious land coverage of parking areas.
 - 2. Infiltrate or treat runoff.
 - ii. Properly Design To Limit Oil Contamination and Perform Maintenance - Parking lots may accumulate oil, grease, and water insoluble hydrocarbons from vehicle drippings and engine system leaks:
 - 1. Treat to remove oil and petroleum hydrocarbons at parking lots that are heavily used (e.g. fast food outlets, lots with 25 or more parking spaces, sports event parking lots, shopping malls, grocery stores, discount warehouse stores).
 - 2. Ensure adequate operation and maintenance of treatment systems particularly sludge and oil removal, and system fouling and plugging prevention control.

PRETREATMENT

- A. Owner or designee shall apply for Industrial Wastewater Discharge Permit with the City of Gilroy Pretreatment.

General:

- 1. All nonresidential wastewater is subject to compliance with SCRWA Ordinance 13-1. Industrial Wastewater falls into 4 local permitting categories. An industrial waste discharge permit is required from the South County Regional Wastewater Authority, Chemical Control Program (Pretreatment) prior to any industrial wastewater discharge.. Industrial waste water (non-domestic) to the Sanitary Sewer System. The permit shall be maintained and renewed as required.

Construction Requirements:

- 1. All new industrial buildings shall have a sewer test manhole installed on the

property (see City Specifications) and in an area that can be readily accessed by an inspector, (minimum of one for each building). For tenants with industrial waste treatment systems a separate sewer test manhole shall be required.

2. Kitchens/Cooking facilities: All cooking and food preparation facilities shall be provided with a grease trap or clarifier, sized for the anticipated flows. No garbage disposals are allowed. See Chemical Control Grease Interceptor Policy Documents for sizing and type. Separate Plan review and permit required. Submit plans and obtain permit from Chemical Control.
3. Trash enclosures shall be covered by a non-combustible roof. Plans show roofed trash enclosures. If trash enclosures will be cleaned by periodic washings, then the trash enclosure may be equipped with features to allow washing (e.g. spilled liquids & food wastes, restaurant floor mats). Such features include: 1) sloped concrete floor, 2) Vandal- Proof floor drain, 3) solids/grease trap connected to plumbing to sanitary sewer, 4) a secured water source, and 5) lockable doors to the trash enclosure. No storm drain inlets adjacent to trash enclosure. Contact Jonathan Crick at 408-846-0436 if additional information is required.
4. The swimming pool filtration system shall drain wastewater to the sanitary sewer system through an approved connection. Depending on the pool filtration system installed, a solids trap may be required.

Use and Operations:

5. Vehicle Washing or other washing operations that may generate oily residues shall be drained to an oil water separator. Rainwater is prohibited from entering the separator.

CHEMICAL CONTROL PROGRAM POLICIES AND PROCEDURES
--

Grease Interceptors for commercial cooking

Policy:

Pursuant to SCRWA Ordinance 13-01 restaurants and other establishments that handle, prepare or serve food have the potential to discharge grease and solids to the Sanitary Sewage System. All such operations shall have a Grease Interceptor installed to serve that business. No garbage disposals or food grinders are allowed. Food waste is to be caught in sink screens and placed into the trash. Installation of the interceptor shall meet the Uniform Plumbing Code and meet standards approved by the Chemical Control Program. Tallow tanks are to be maintained clean and orderly and shall be located in covered trash enclosure or a UL listed tank inside of the facility. Under no circumstance can equipment be cleaned outdoors unless an approved waste water collection and disposal method is used.

Grease interceptors may be of two kinds, one installed inside the food service area commonly called a grease trap, or a large unit installed outside, underground, that is commonly called a clarifier. The UPC Section 1014.0 provides standards for the installation of grease traps and interceptors. Small under counter units are suitable for small food preparation, handling or serving establishments (seating under 50). The size of unit is determined by the number of fixtures (drains) connected to it. For large restaurants or fast food facilities, an underground, outdoor unit is required. In this case all kitchen drains including floor sinks and mop sinks are plumbed to the grease interceptor. Food prep sinks and domestic sewage shall not be plumbed into the interceptor. In any facility required to have an interceptor, the dishwasher shall be plumbed to the interceptor as a fixture, but the wash temperature cannot exceed 140 degrees.

ENVIRONMENTAL SERVICES

- A. Project Shall comply with the Morgan Hill Municipal Code (MHMC) 18.148 – Water Conservation and MHMC 18.64 Landscaping



ARCHITECTURE CONTENT

A0-0	TITLE SHEET
A0-1	VICINITY MAP
A0-2	AERIAL VIEW
A0-3	SITE CONTEXT
A0-4	PROJECT DATA
A1-0	SITE PLAN
A2-0	BUILDING ELEVATIONS
A3-0	BUILDING PLANS
A4-0	BUILDING SECTIONS
A5-0	GUEST ROOMS
A6-0	CONCEPTUAL PERSPECTIVES
A7-0	TRASH & REC. ENCLOSURE
A8-0	MATERIAL BOARD
A9-0	CONCEPT. SITE LIGHTING PLAN

LANDSCAPE CONTENT

L1.0	SITE LANDSCAPE/MATERIAL PLAN
L1.1	LANDSCAPE/MATERIALS PLAN LEVELS 2 & 3
L2.0	SITE PLANTING PLAN
L2.1	PLANTING PLAN - LEVEL 2& 3

CIVIL CONTENT

C1	SITE PLAN
C2	CONCEPTUAL GRADING PLAN
C3	CONCEPTUAL UTILITY PLAN



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TITLE SHEET

A0-0



CALLOUT LEGEND

01 PROJECT SITE

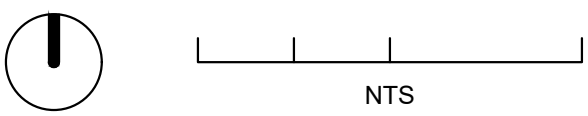


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VICINITY MAP

A0-1



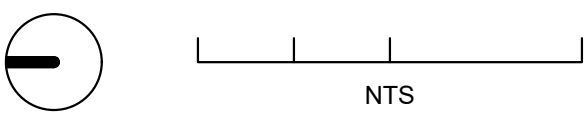
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SITE AERIAL VIEW

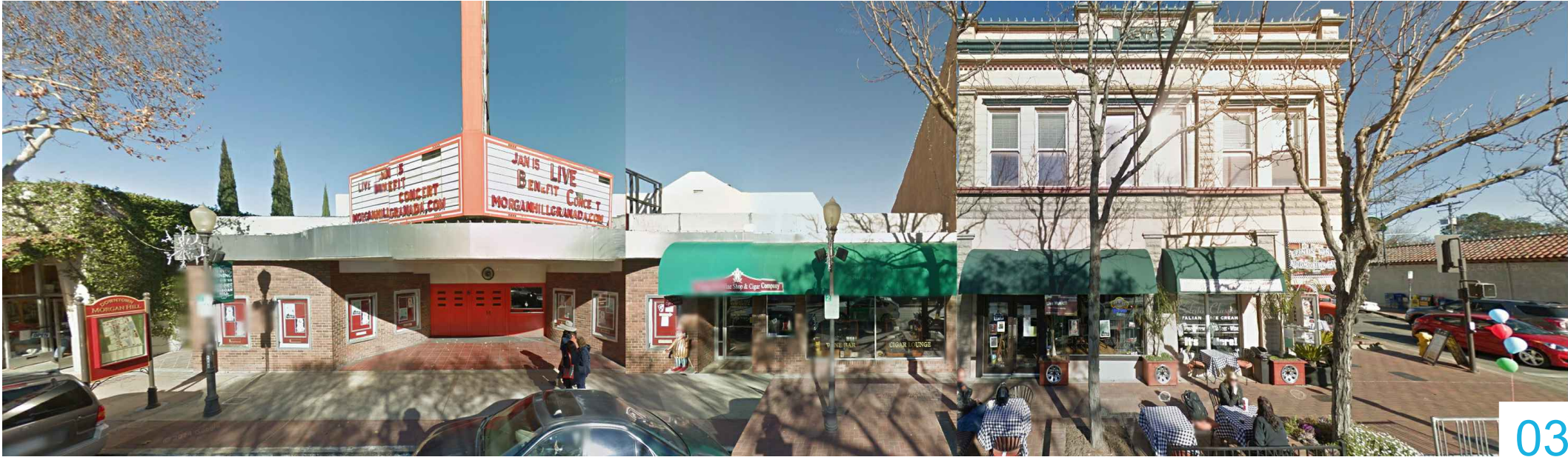
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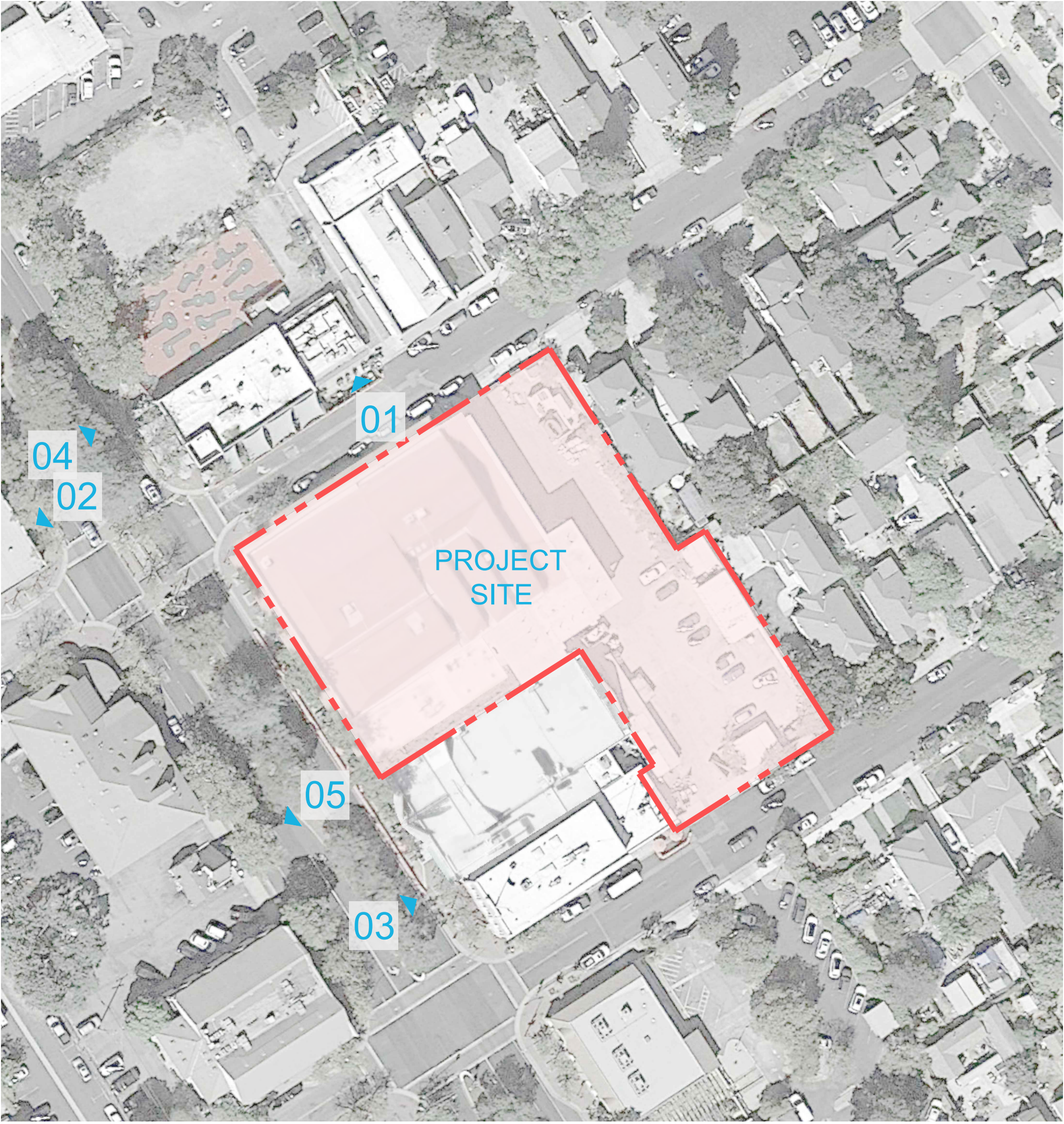
01



02



03



04



05

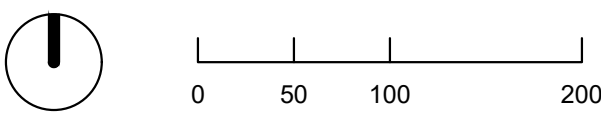


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SITE CONTEXT

A0-3

Zoning CBD - Central Business District - Downtown Commercial

Site Information			
			Area S.F.
Site Area (1.09 AC)			47,582
Lot Coverage:			
			Area S.F.
Total Building Footprint			20,677
% Coverage			43%
F.A.R. - Permitted (2.25)			
Floor Area Ratio	Site Area	Total Floor Area	F.A.R.
Project Site	47,582	75,660	1.59
Density:	No Minimum. No Specified Max.		
Parking Required			
* Total Required per Resolution No. 6640		0 Spaces	
Parking Provided			
Parking Stalls		15 Spaces	
Zoning Compliance			
Project Setbacks	Requirement	Conforming?	Remarks
Front Façade Setback	0'-10'	Y	
Side Yard Setback	0'	Y	
Rear Setback	0'	Y	
Parking Setbacks			
Street Setback	15'	Y	Distance from PL to first stall only
Side Yard Setback	5'	Y	
Rear Setback	5'	Y	

Building S.F. / Floor	Gross S.F.
First Floor	20,677
Second Floor	18,135
Third Floor	15,127
Fourth Floor	14,526
Fifth Floor	7,195
Total Gross Building Area	75,660
Floor Area Breakdown	
BOH Functions	10,275
Market	3,860
Flower Shop	350
Restaurant	2,400
Bar	3,615
Banquet Hall	8,830
Common Areas	6,030
Hotel Rooms	27,900
Circulation (Corridors)	8,490
Circulation (Elevators / Stairs)	1,800
Service (Mech., Elec.)	2,110
Total	75,660
Other	
Outdoor Patio	2,700
Paseo / Courtyard & event Space	4,000
Pool Deck	4,600
Third Floor Outdoor Lounge Deck	3,330
Parking Area	11,000

GUESTROOM MATRIX						
TYPE		Approved Keys		Proposed Additional Keys		Total Proposed Keys
King		41	68.3%	8	11.0%	49 67.1%
King Deluxe		4	6.7%	1	1.4%	5 6.8%
King Suite		4	6.7%	0	0.0%	4 5.5%
Double Queen		7	11.7%	3	4.1%	10 13.7%
ACC.	King	1	1.7%	1	1.4%	2 2.7%
	King Deluxe	1	1.7%	0	0.0%	1 1.4%
	King Suite	1	1.7%	0	0.0%	1 1.4%
	Double Queen	1	1.7%	0	0.0%	1 1.4%
Total		60	100%	13		73 100%

Proposed Addendum to Resolution No. 16-28 and Application UP-16-01

- Add partial 5th level with additional 11 guestrooms
- Add to 2 guestrooms on the 3rd level in-lieu of fitness amenity
- Minor façade modification at the corner of Monterey and 1st
- Minor modification to building activation and entries along Monterey

Updated Building Description
4 & 5-story Mixed-Use Hotel with 73 guestrooms, pool, banquet hall, and ground floor retail spaces.
[4-story along Monterey and 1st and 5-story at interior courtyard]



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PROJECT DATA

A0-4

ZONING: CBD-GF
CENTRAL BUSINESS DISTRICT - DOWNTOWN COMMERCIAL
AREA: 1.09 ACRES (47,582 SF)
LOT COVERAGE: 43%
F.A.R.: 1.59
GUEST ROOMS: 73 KEYS

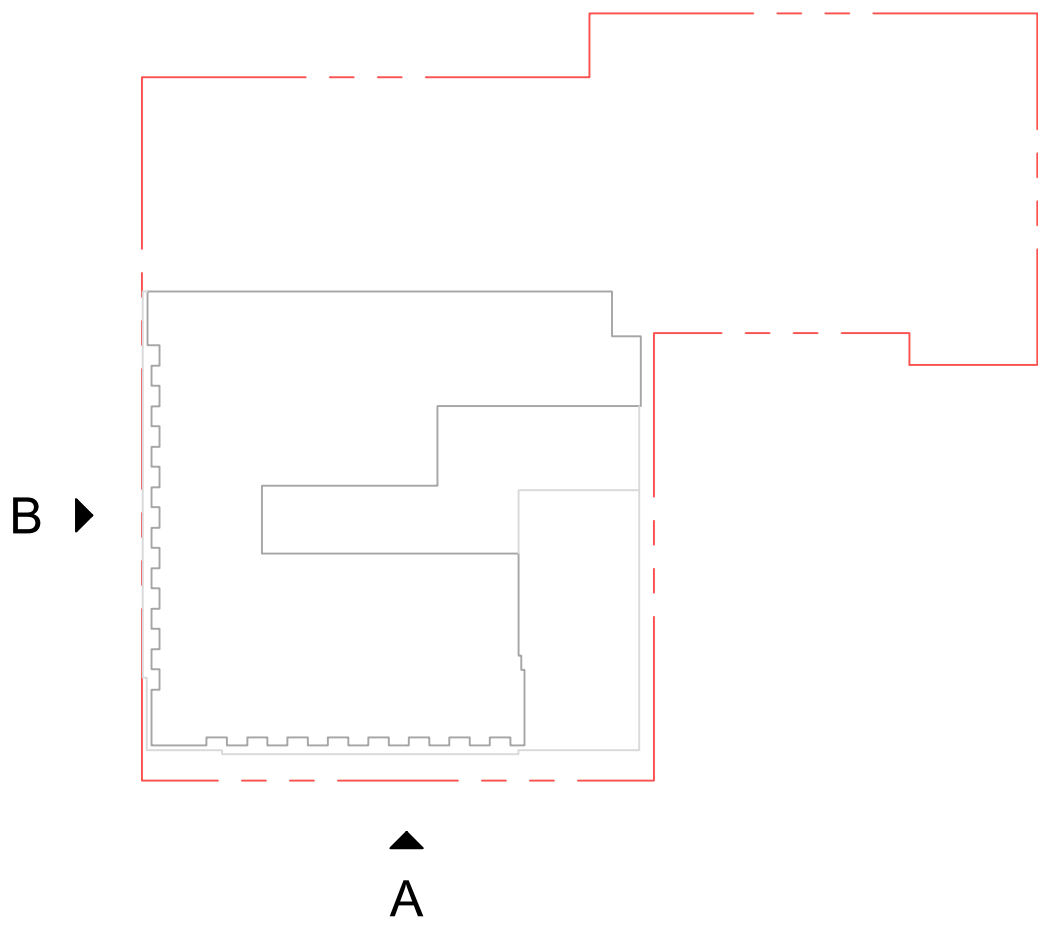
TYPE	EXIST. KEYS + ADD. KEYS = NEW TOTAL			
KING:	41 (68.3%)	+ 8	=	49 (67%)
KING DELUXE:	4 (6.66%)	+ 1	=	5 (68%)
KING SUITE:	4 (6.66%)	+ 0	=	4 (5.4%)
DOUBLE QUEEN:	7 (11.7%)	+ 3	=	10 (13%)

ADA KING:	1 (1.7%)	+ 1	=	2 (2.7%)
ADA KING DELUXE:	1 (1.7%)	+ 0	=	1 (1.3%)
ADA KING SUITE:	1 (1.7%)	+ 0	=	1 (1.3%)
ADA DOUBLE QUEEN:	1 (1.7%)	+ 0	=	1 (1.3%)

TOTAL:	60 (100%)	+ 13	=	73 KEYS

- 01 RESTAURANT AND BAR
- 02 HOTEL AREAS
- 03 BOH

A1-0



CALLOUT LEGEND

- 01 STUCCO BODY 01
- 02 STUCCO BODY 02
- 03 BRICK VENEER
- 04 WOOD-LOOK PORCELAIN TILE
- 05 ALUMINUM BALCONY DOOR
- 06 ALUMINUM WINDOW
- 07 STOREFRONT
- 08 METAL FINISH
- 09 METAL FINISH CANOPY
- 10 GLASS GUARDRAIL
- 11 CABLE GUARDRAIL
- 12 FIXED WOOD SCREEN
- 13 WOOD-LOOK LOUVERS

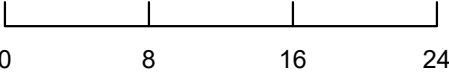


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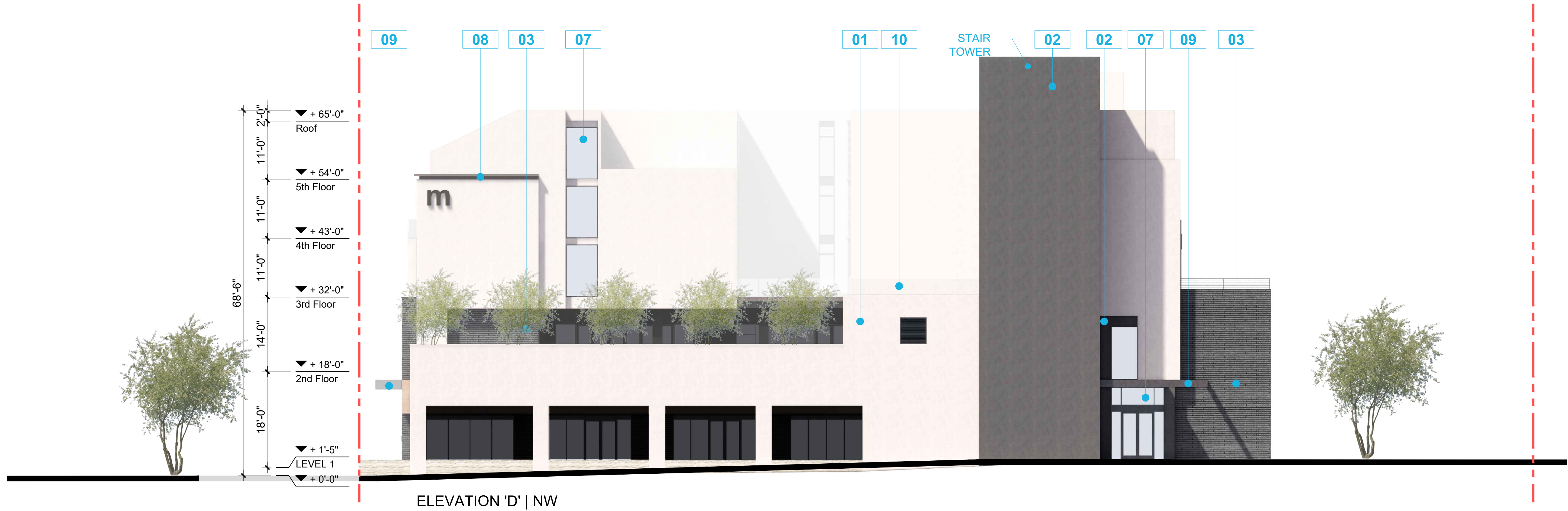
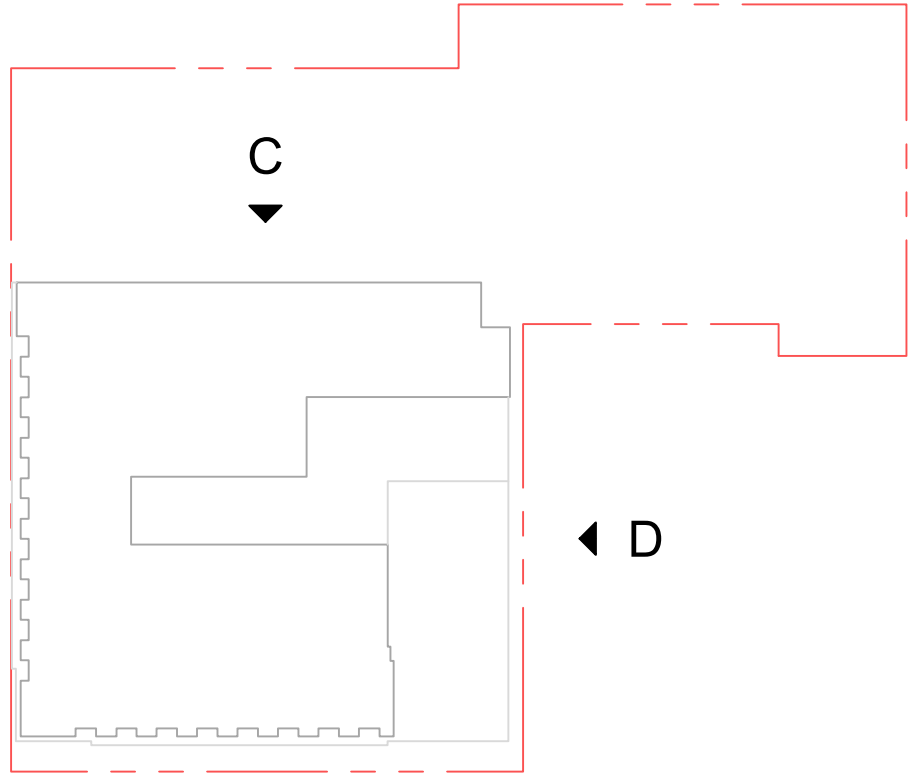
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BUILDING ELEVATIONS
SW & NW

A2-0



CALLOUT LEGEND

- 01 STUCCO BODY 01
- 02 STUCCO BODY 02
- 03 BRICK VENEER
- 04 WOOD-LOOK PORCELAIN TILE
- 05 ALUMINUM BALCONY DOOR
- 06 ALUMINUM WINDOW
- 07 STOREFRONT
- 08 METAL FINISH
- 09 METAL FINISH CANOPY
- 10 GLASS GUARDRAIL
- 11 CABLE GUARDRAIL
- 12 FIXED WOOD SCREEN
- 13 WOOD-LOOK LOUVERS

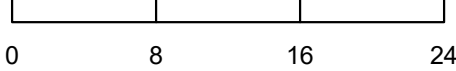


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BUILDING ELEVATIONS
SE & NE

A2-1



CALLOUT LEGEND

- 01 MARKET HALL
- 02 HOTEL BAR
- 03 MARKET HALL PATIO
- 04 HOTEL BAR PATIO
- 05 HOTEL LOBBY
- 06 LARGE FLEX SPACE
- 07 SMALL FLEX SPACE
- 08 FLORAL
- 09 BAR
- 10 SUSHI BAR
- 11 KITCHEN
- 12 SERVICE/EXPO

BUILDING PLANS LEVEL 1

A3-1

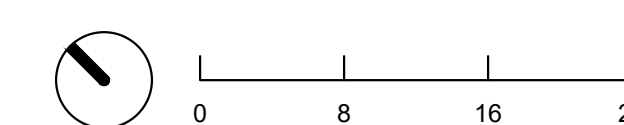


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CALLOUT LEGEND

- 01 AMENITY POOL DECK
- 02 BANQUET HALL
- 03 BAR
- 04 FLEX SPACE
- 05 KITCHEN / BOH

BUILDING PLANS
LEVEL 2

A3-2



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CALLOUT LEGEND

01 LOUNGE COURTYARD

BUILDING PLANS
LEVEL 3

A3-3

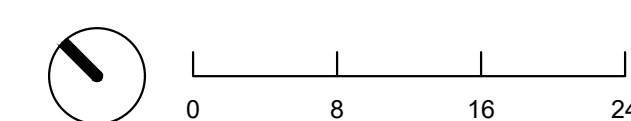


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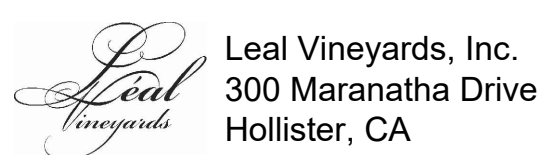
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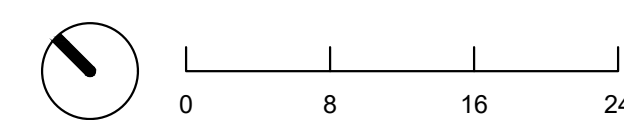
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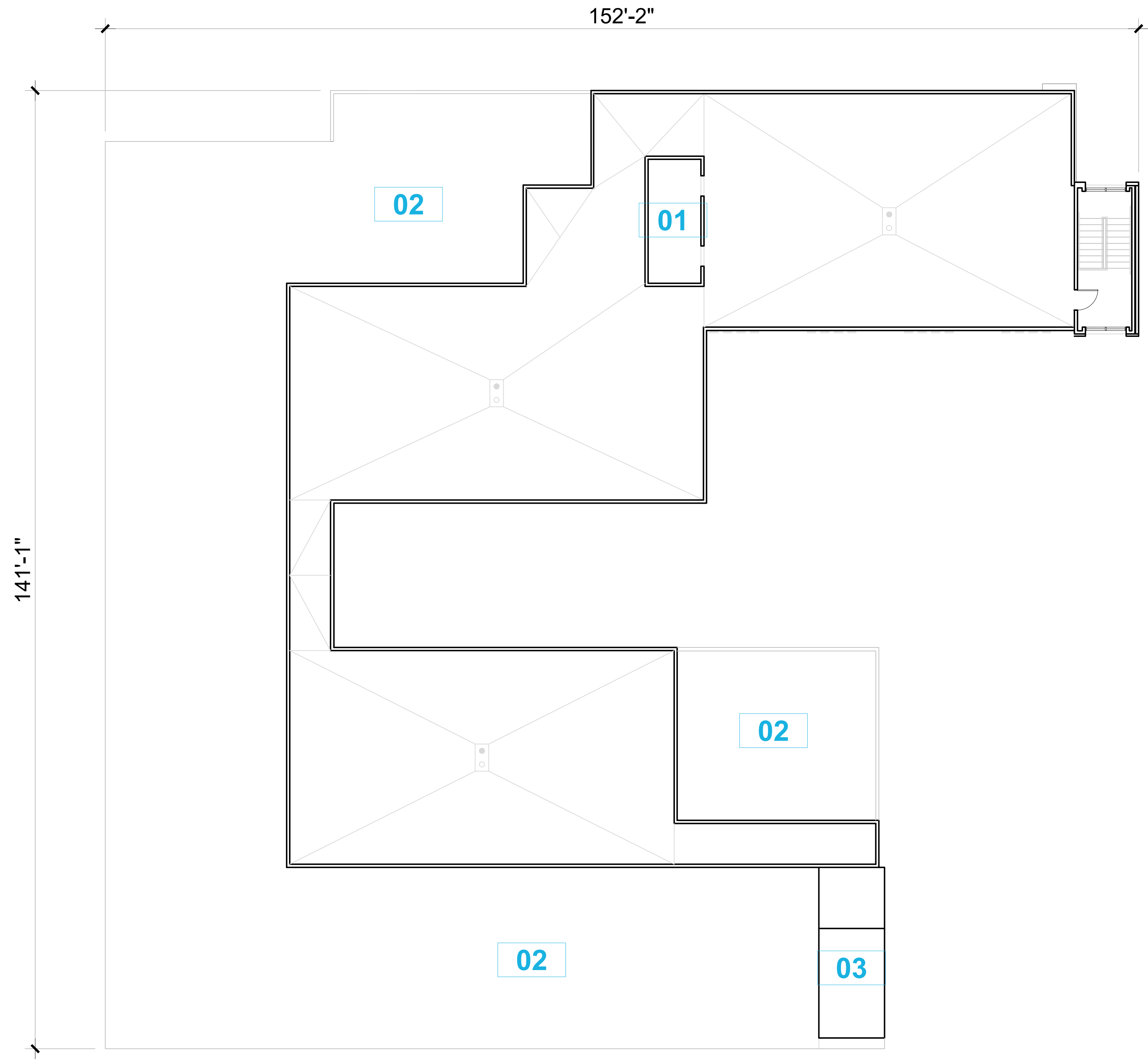
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BUILDING PLANS
LEVEL 4

A3-4





CALLOUT LEGEND

- 01 ELEVATOR OVERRUN
- 02 ROOF BELOW
- 03 STAIR OVERRUN

BUILDING PLANS
ROOF

A3-6

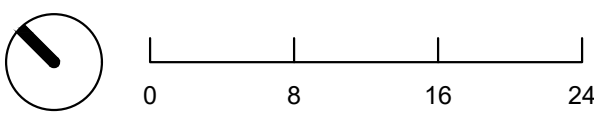


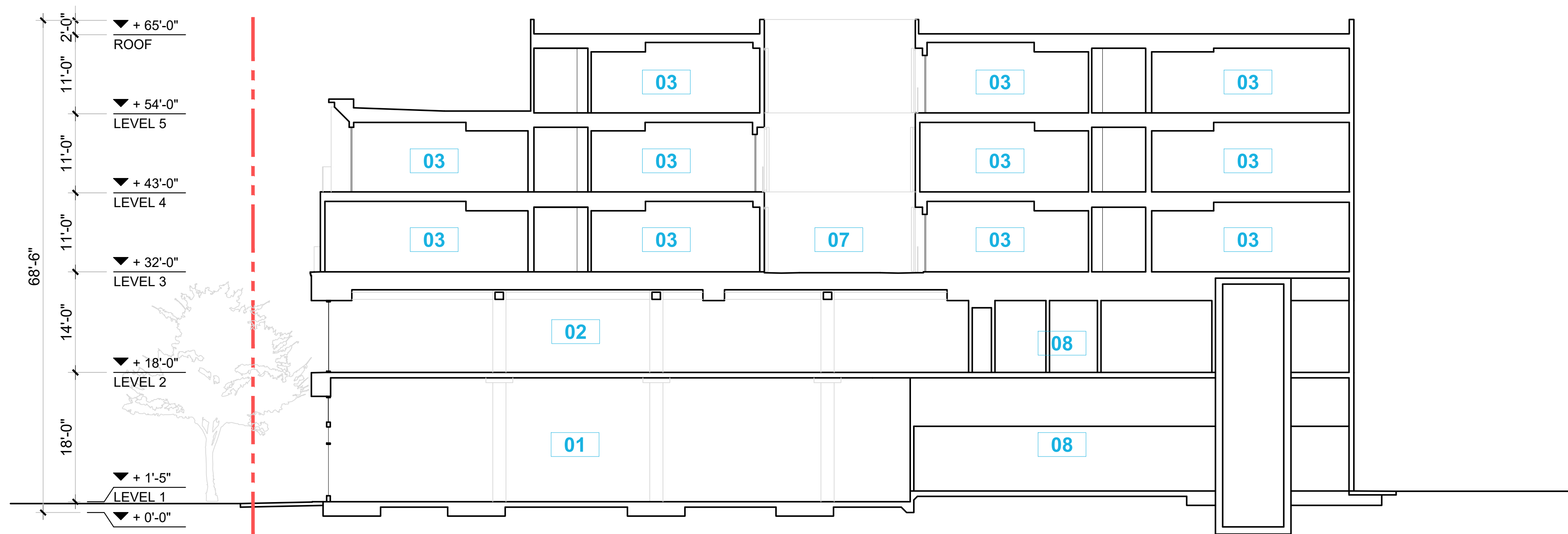
433 S. Spring St. Suite 750
Los Angeles, CA 90013
310.394.2623
ktgy.com

Leal Vineyards, Inc.
300 Maranatha Drive
Hollister, CA

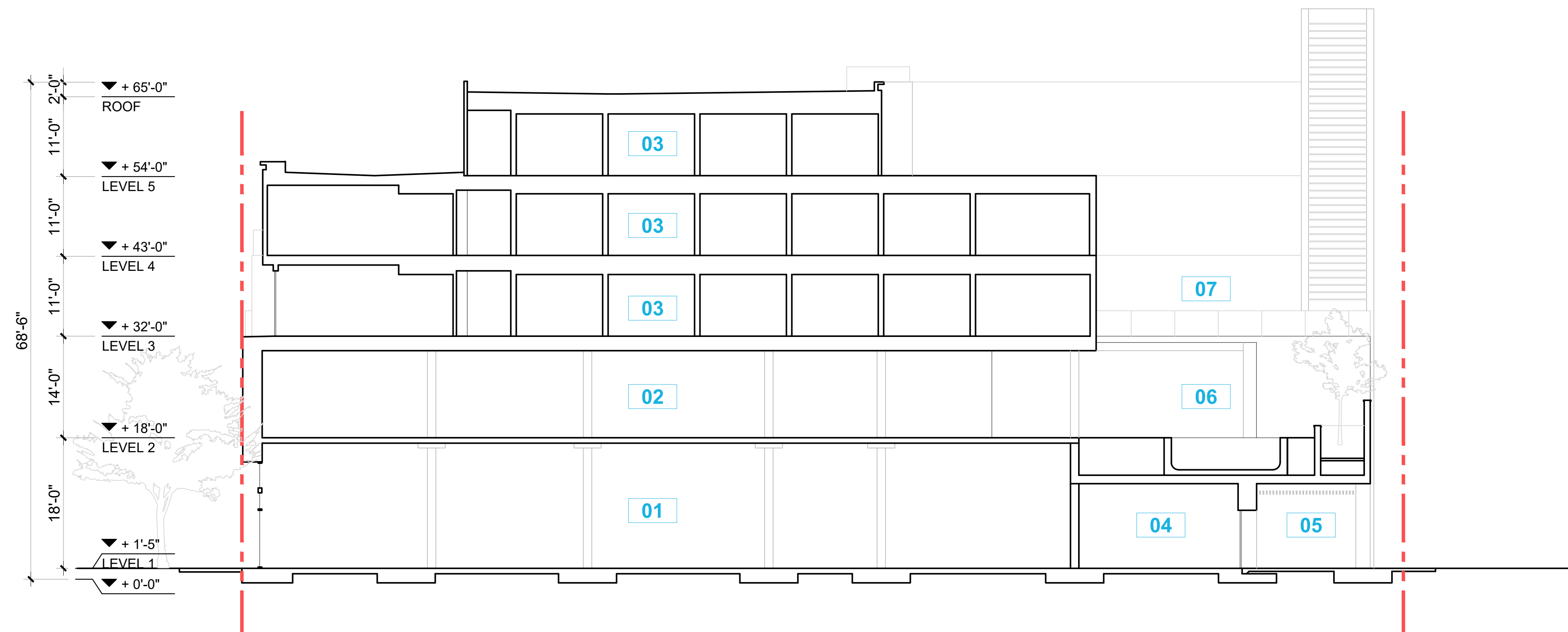
hotel mohi
MORGAN HILL, CA # 2015-0688

DESIGN REVIEW PACKAGE
JULY 29, 2022

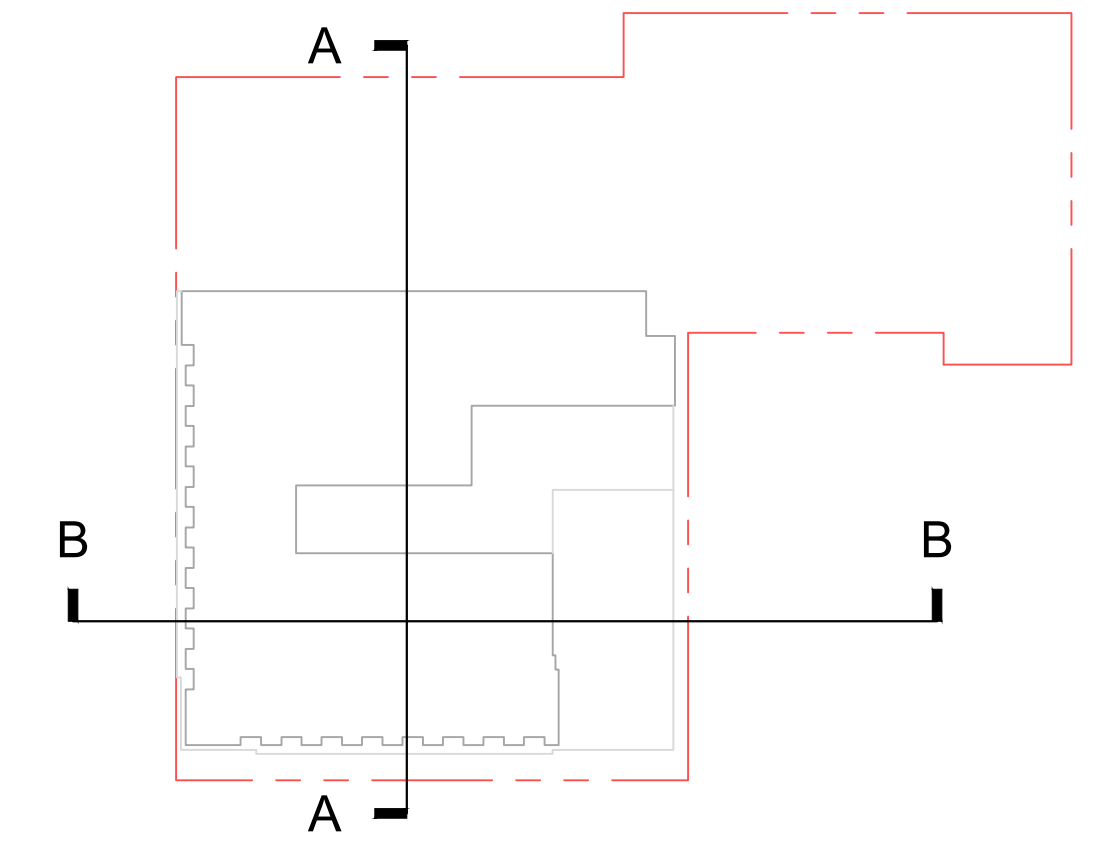




SECTION 'A-A'



SECTION 'B-B'



CALLOUT LEGEND

- 01 MARKET HALL
- 02 BANQUET HALL
- 03 GUEST ROOMS
- 04 HOTEL BAR
- 05 HOTEL BAR PATIO
- 06 AMENITY POOL DECK
- 07 LOUNGE COURTYARD
- 08 BOH



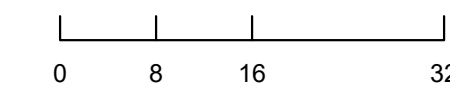
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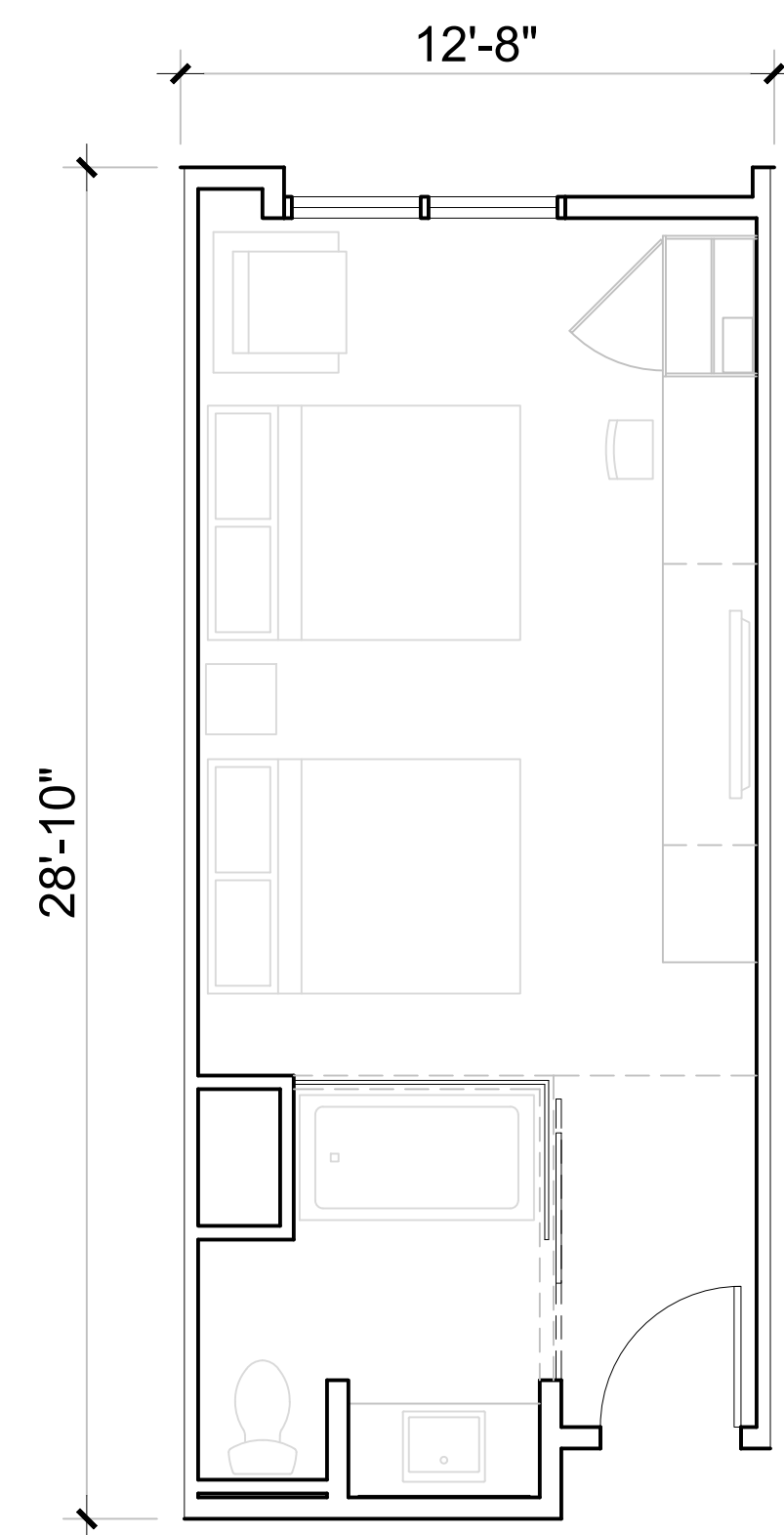
hotel mohi
MORGAN HILL, CA # 2015-0688

DESIGN REVIEW PACKAGE
JULY 29, 2022

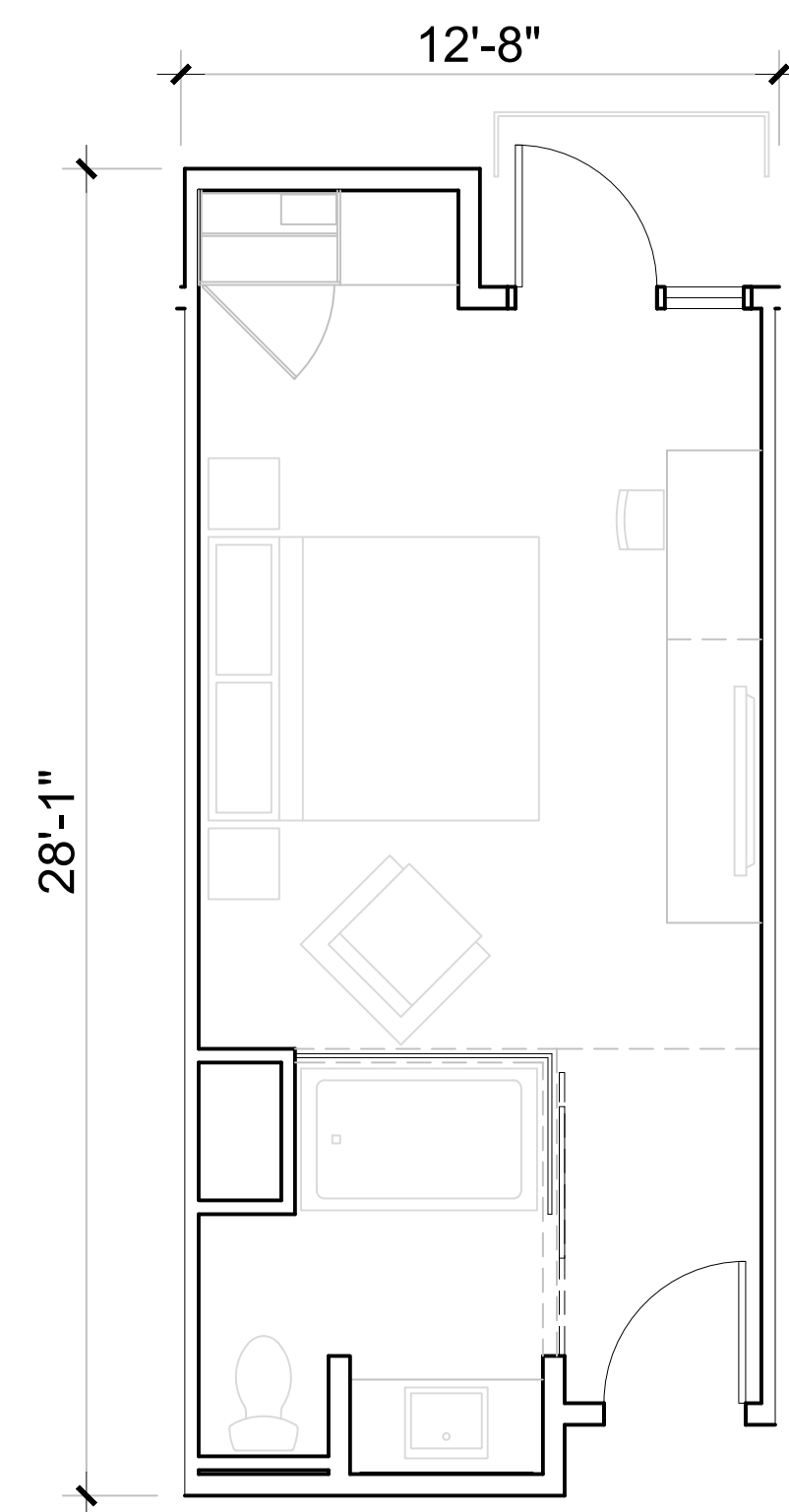


BUILDING SECTIONS

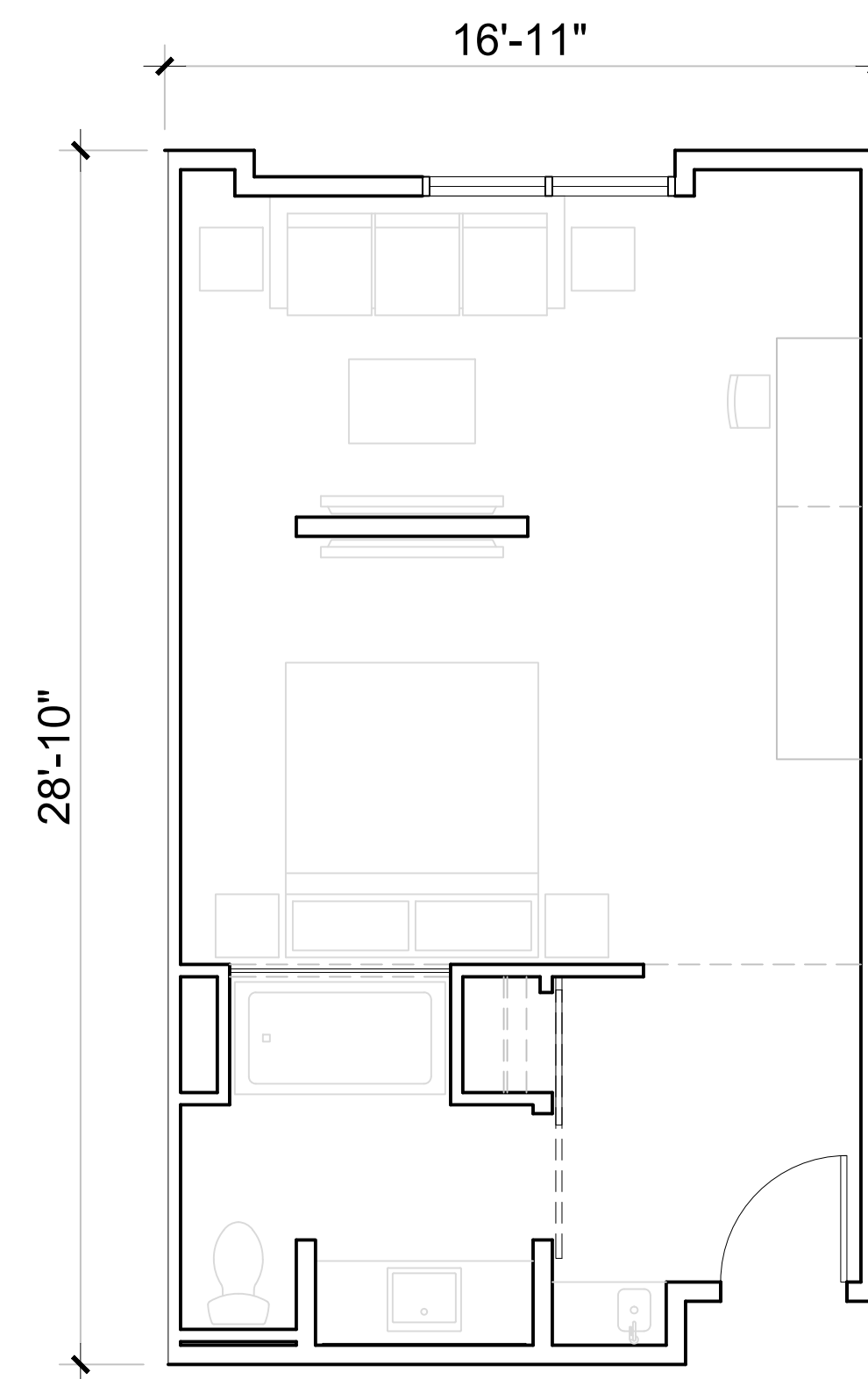
A4-0



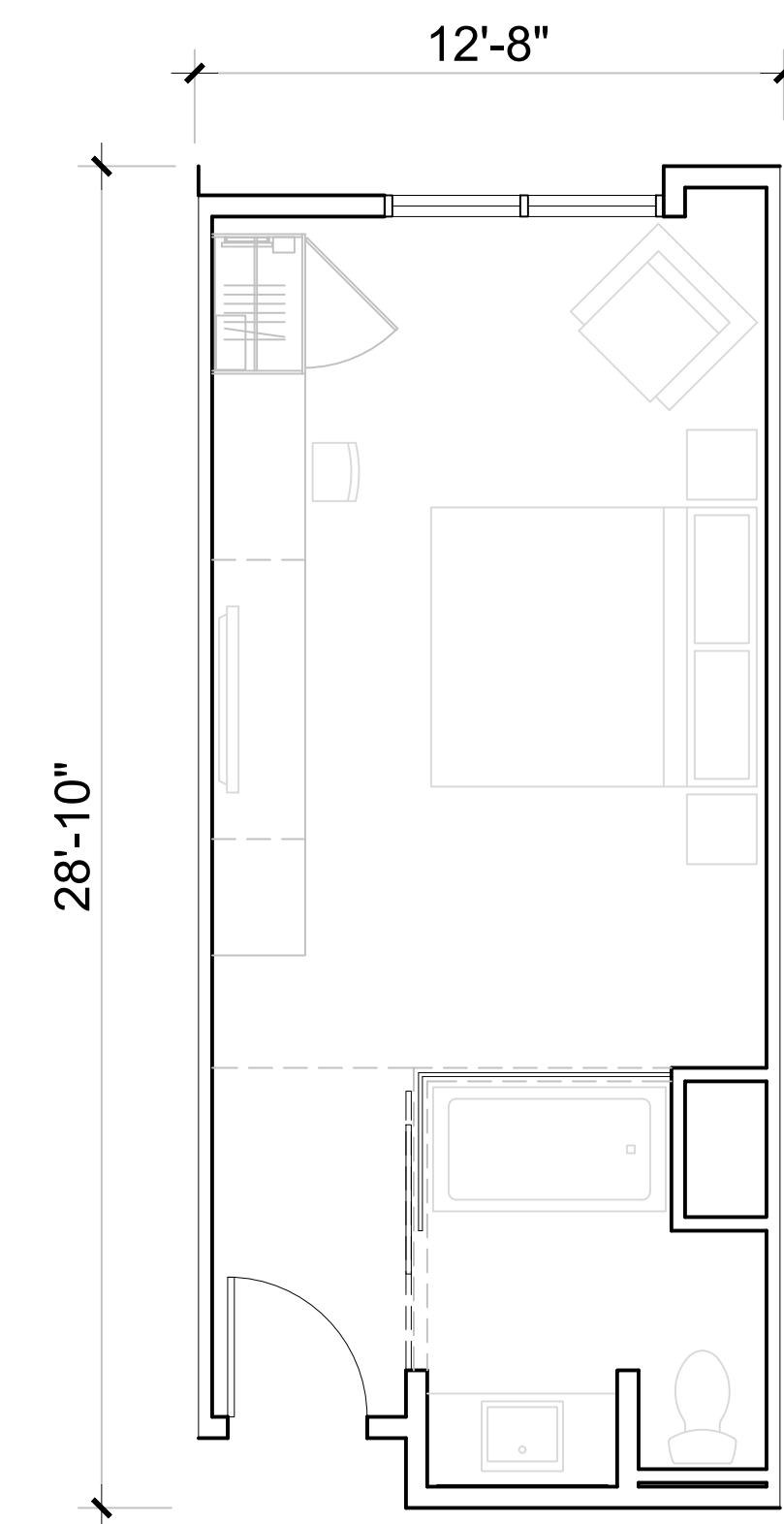
DOUBLE QUEEN



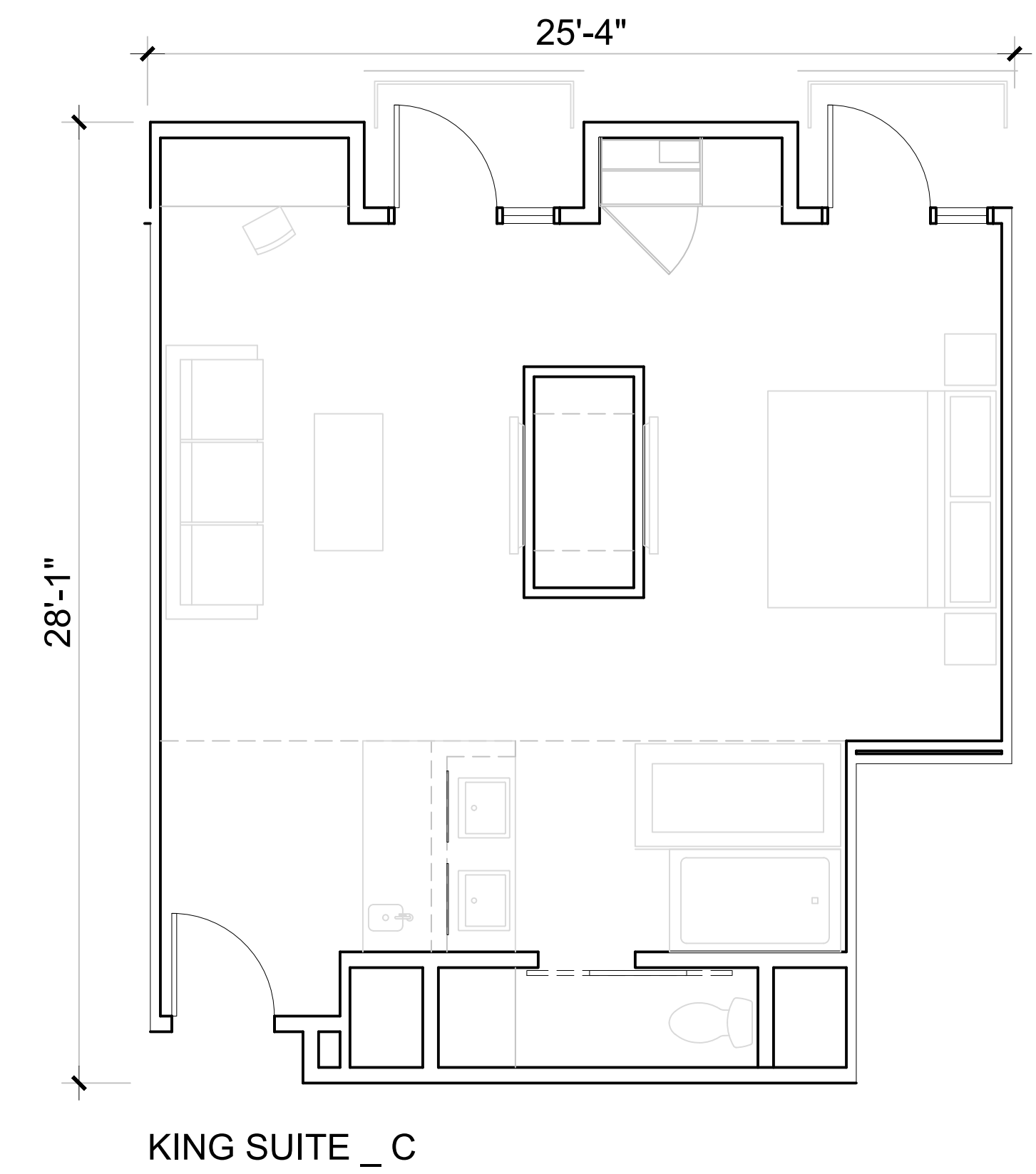
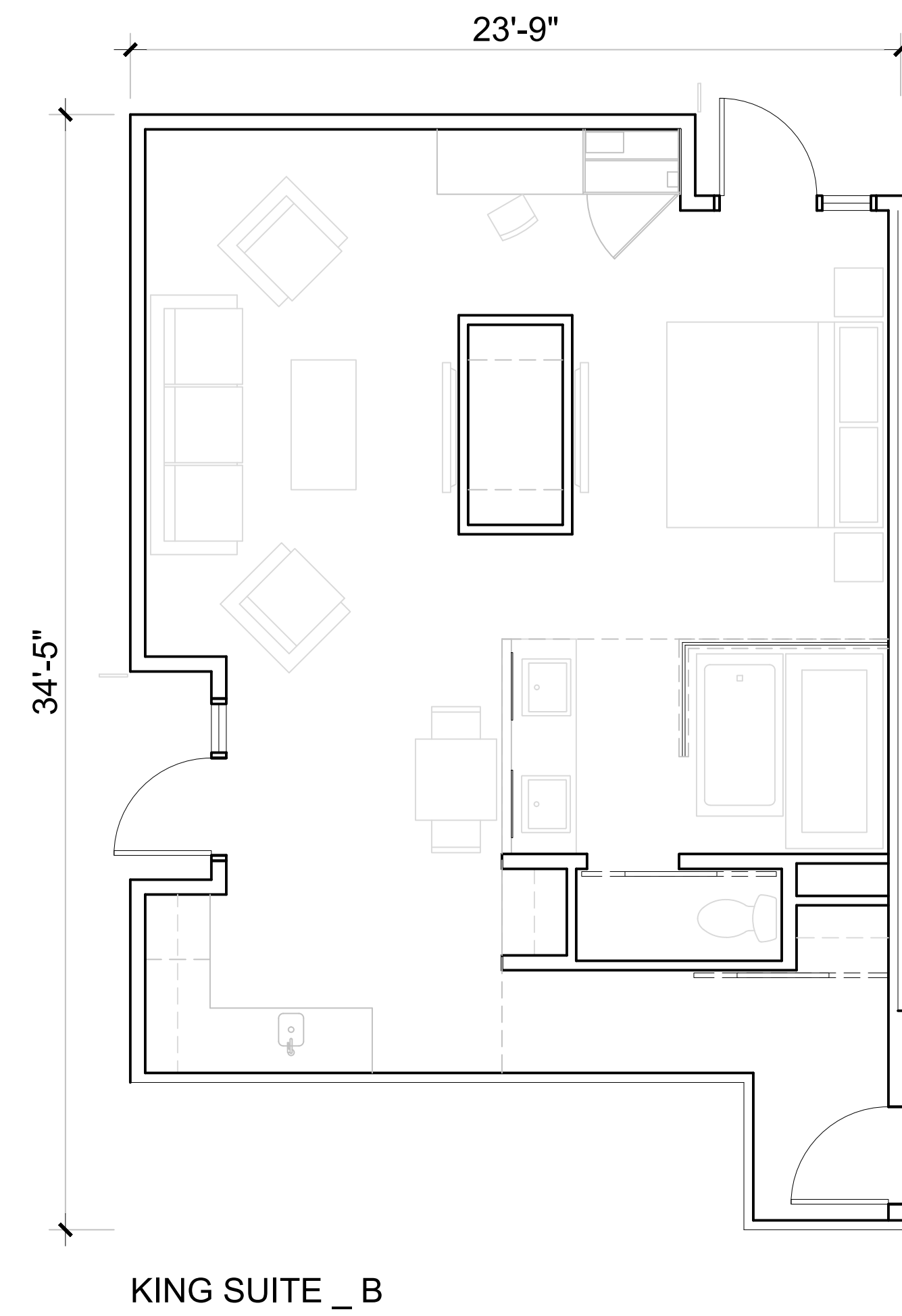
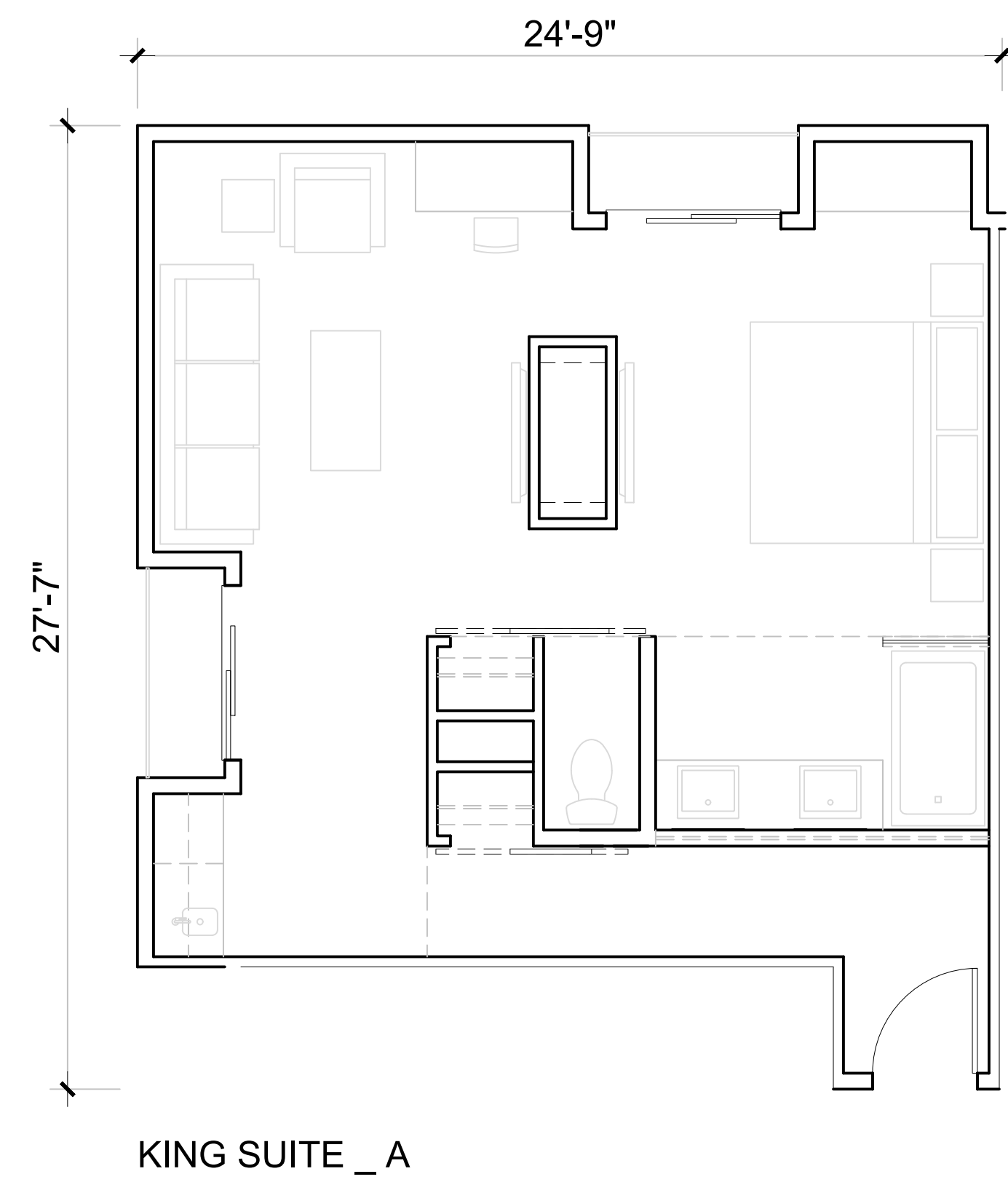
KING _ A



KING _ DELUXE_A



KING _ DELUXE _ B





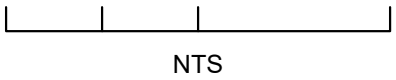
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Hollister, CA

hotel mohi
MORGAN HILL, CA # 2015-0688

DESIGN REVIEW PACKAGE
JULY 29, 2022



CONCEPTUAL PERSPECTIVES

A6-0



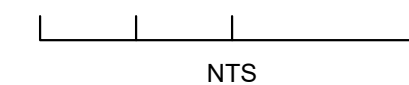
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Hollister, CA

hotel mohi
MORGAN HILL, CA # 2015-0688

DESIGN REVIEW PACKAGE
JULY 29, 2022



CONCEPTUAL PERSPECTIVES

A6-1



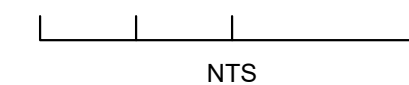
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300 Maranatha Drive
Hollister, CA

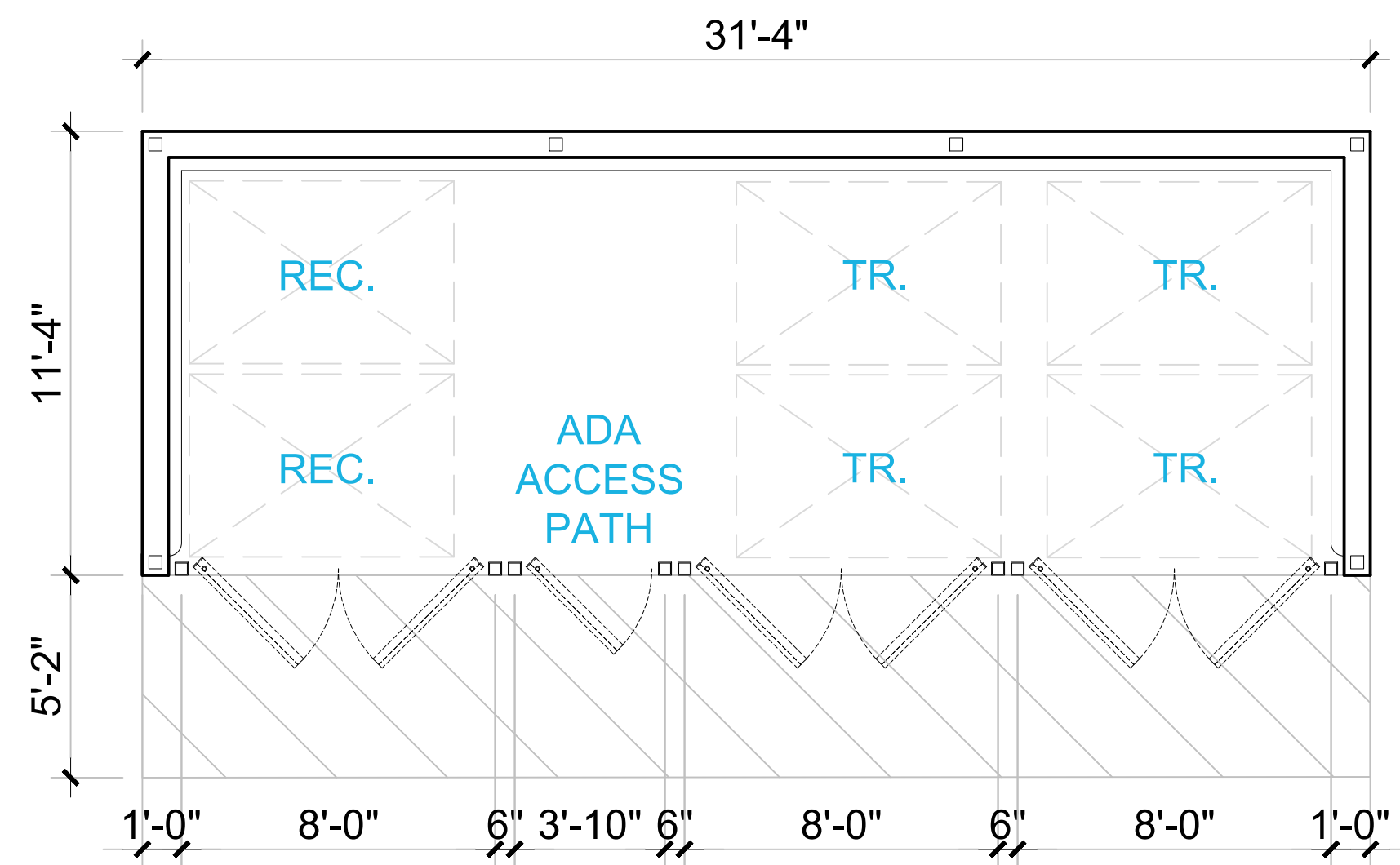
hotel mohi
MORGAN HILL, CA # 2015-0688

DESIGN REVIEW PACKAGE
JULY 29, 2022

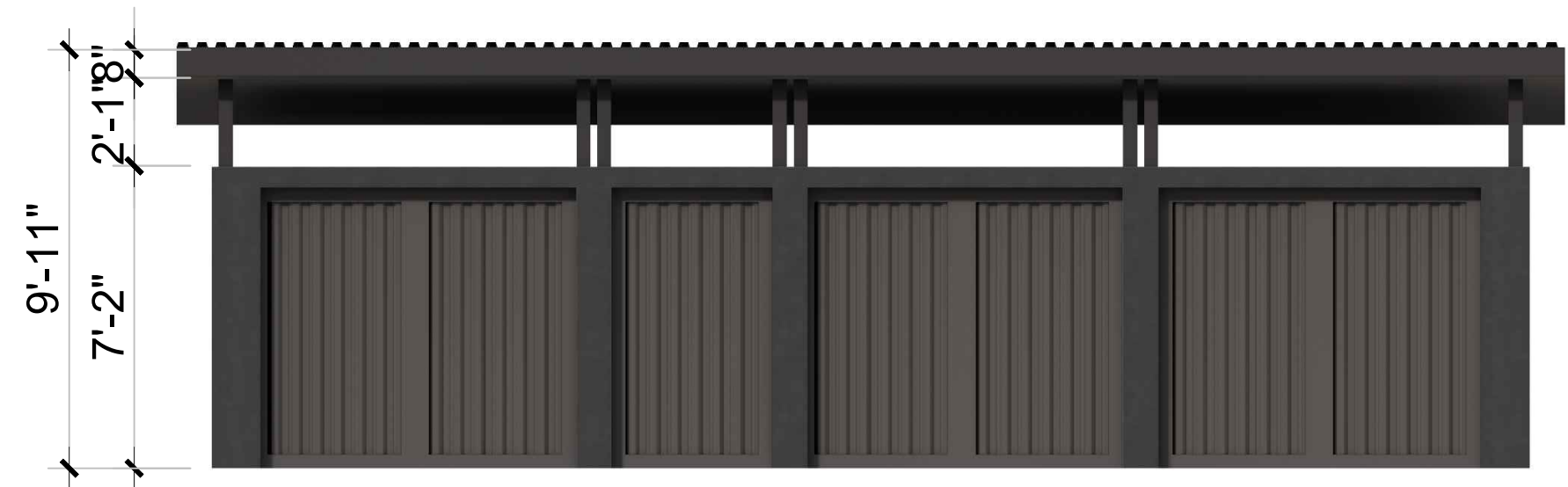


CONCEPTUAL PERSPECTIVES

A6-2



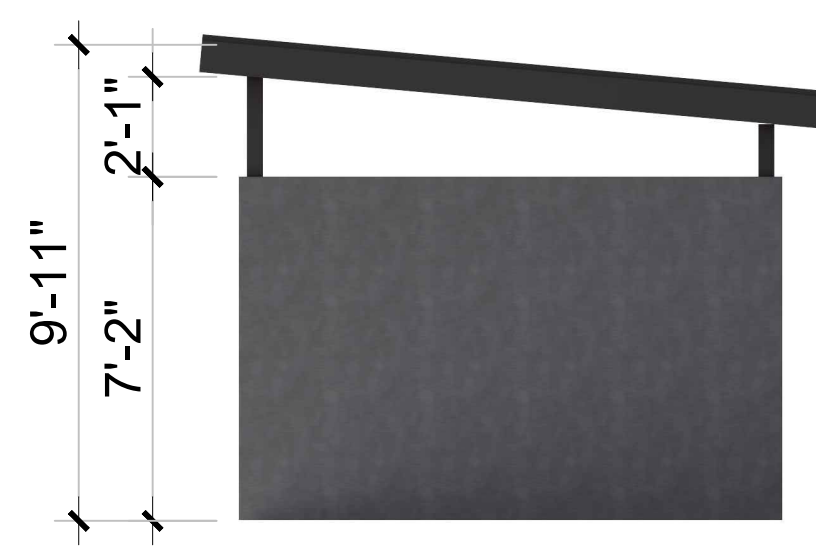
TRASH AND ENCLOSURE PLAN



FRONT VIEW



BACK VIEW



SIDE VIEW



SIDE VIEW



TRASH AND RECYCLING ENCLOSURE PERSPECTIVE



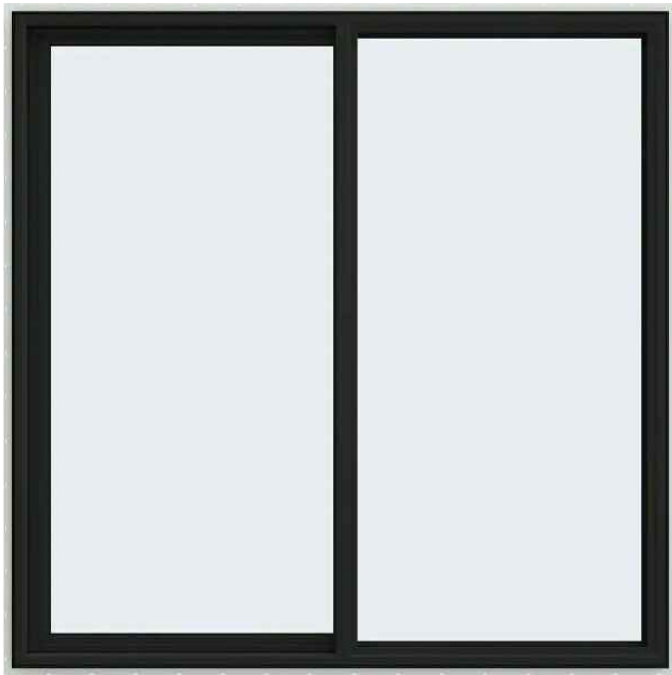
01 - SMOOTH TROWEL STUCCO BODY 01 _ WHITE



03 - BRICK VENEER



13 - WOOD-LOOK LOUVERS



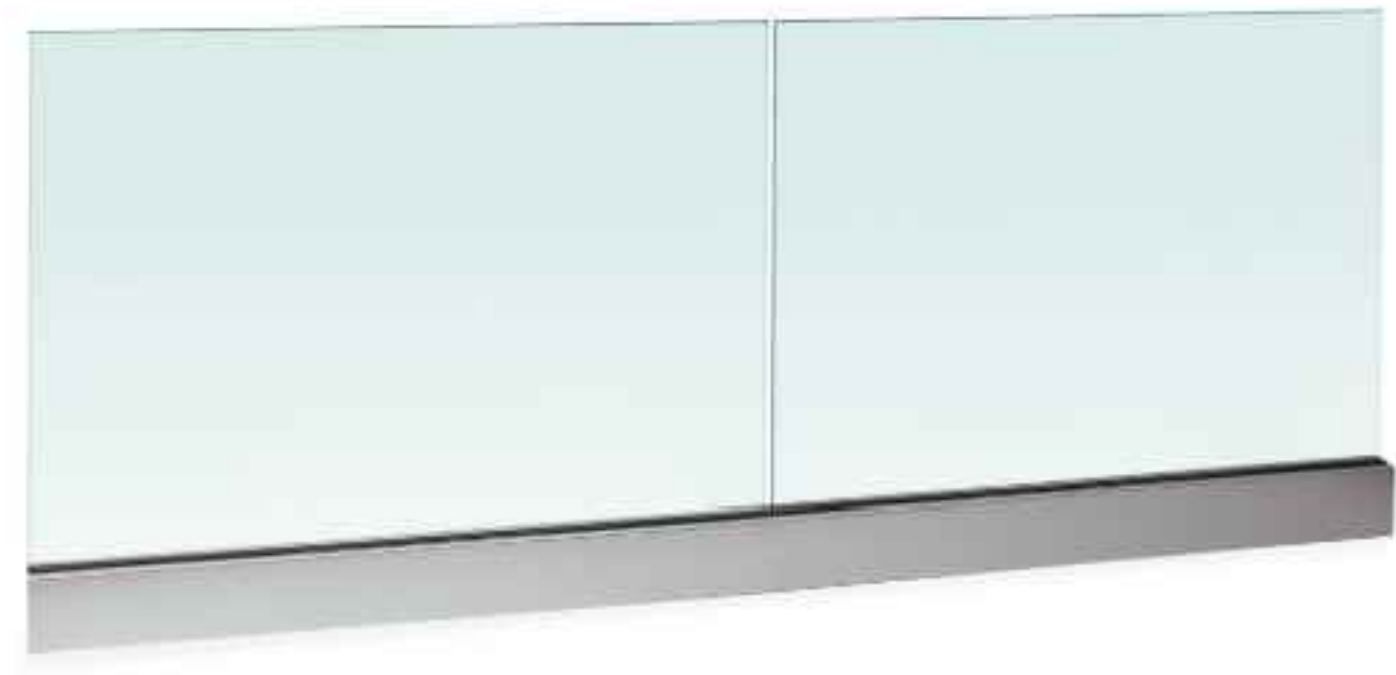
06 - BLACK ALUMINUM WINDOW



02 - SMOOTH TROWEL STUCCO BODY 02 _ DARK GRAY



04 - WOOD-LOOK PORCELAIN TILE



10 - GLASS GUARDRAIL



07 - BLACK STOREFRONT



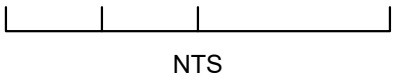
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Hollister, CA

hotel mohi
MORGAN HILL, CA # 2015-0688

DESIGN REVIEW PACKAGE
JULY 29, 2022



NTS

COLOR AND MATERIALS

A8-0

E FIRST STREET

E SECOND STREET

MONTEREY ROAD

Existing Theater
To Remain
(Not a part)

Existing Building
to remain
(not a part)

LIGHTING SYMBOL LEGEND

- WALL LUMINAIRE
- SHIELDED BOLLARD
- LED RECESSED CEILING LUMINAIRE



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DESIGN REVIEW PACKAGE
JULY 26, 2022



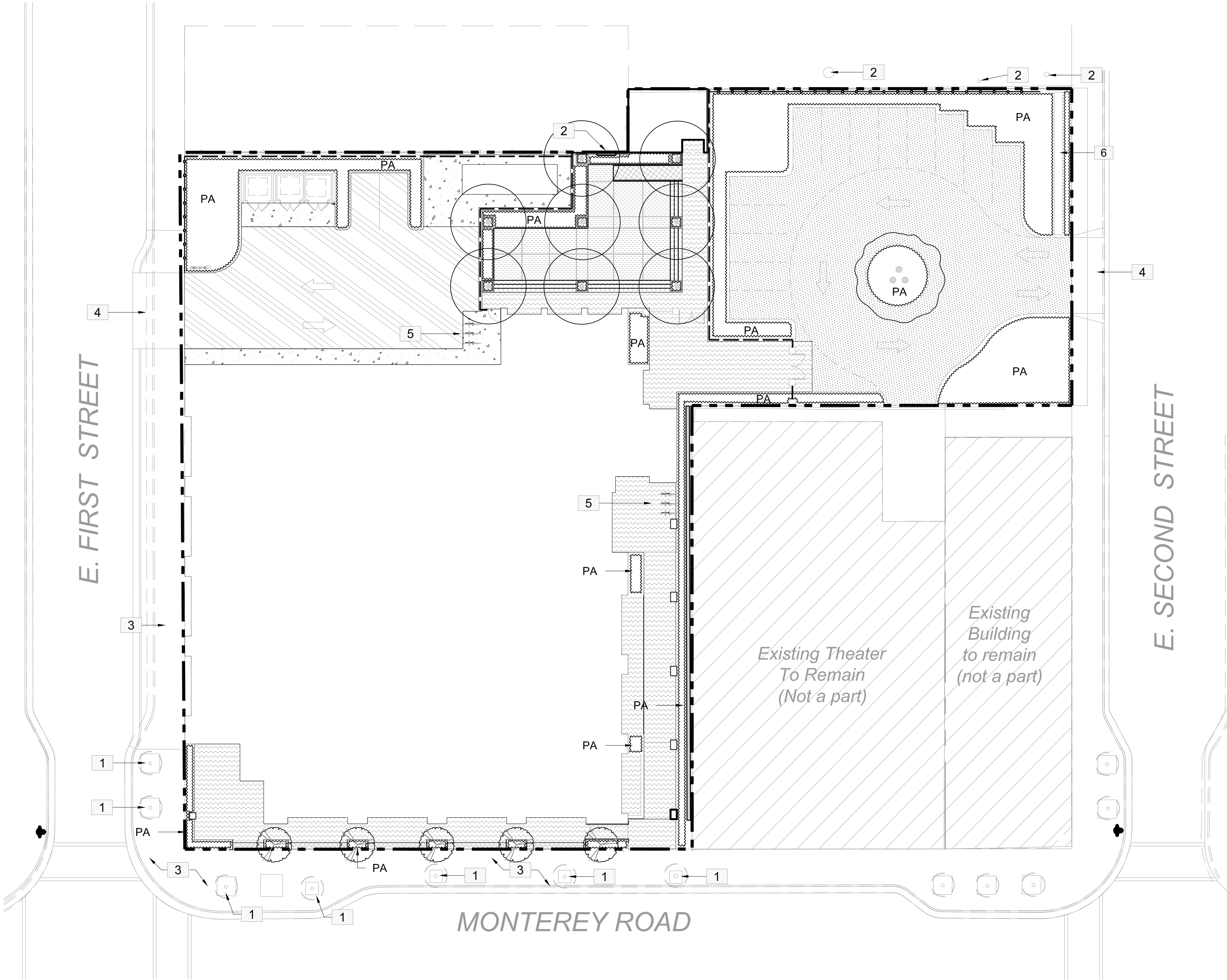
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SITE LIGHTING PLAN

A9-0

REFERENCE NOTES

SYMBOL	DESCRIPTION
1	PROTECT (E) STREE TREE
2	PROTECT (E) OFFSITE TREE
3	PROTECT (E) SIDEWALK OR REPLACE IN KIND
4	(N) DRV APRON, SEE CIVIL DWGS
5	BIKE RACK, SEE LEGEND
6	ENTRY SIGNAGE, SEE ARCHITECTS DRAWINGS

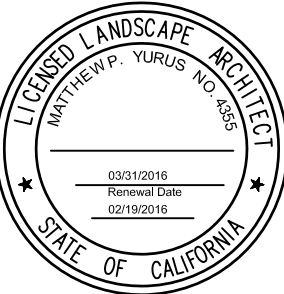


MATERIALS LEGEND

SYMBOL	DESCRIPTION
	CONCRETE PAVING, NATURAL COLOR
	ASPHALTIC CONCRETE
PA	PLANTING AREA, SEE PLANTING PLAN
	PRECAST CONCRETE STEPS AND RISERS.
	GRAVEL DRIVEWAY / DROP OFF AREA: 1" CALIFORNIA GOLD GRAVEL ON 4" COMPACTED BASEROCK
	EXTERIOR DECORATIVE PAVING AT ENTRY: CONTRASTING GRANITE PAVERS, 50% LIGHT GREY, 50% CHARCOAL GREY. HERRINGBONE PATTERN.
	ALTERNATE: CAST IN PLACE CONC.PAVING, NATURAL COLOR, ACID ETCH FINISH. ACCENT: BANDS OF GRANITE PAVING, DARK GREY COLOR.
	CAST IN PLACE CONC.PAVING, NATURAL COLOR, ACID ETCH FINISH W/ DECORATIVE GRAVEL ACCENT BANDS

SYMBOL	DESCRIPTION
	8' HIGH, CONC. BLOCK WALL W/ BLACK GRANITE SPLIT FACE FASCIA W/ INTEGRAL FERNS PLANTING AND RE-CIRCULATING WATER FEATURE.
	ALTERNATE: 8' HIGH, CONC. BLOCK WALL W. SMOOTH TROWEL SKIIM COAT FINISH, TO MATCH ARCHITECTURAL CONC. FINISH.
	8' HIGH, CONC. BLOCK WALL W. SMOOTH TROWEL SKIIM COAT FINISH, TO MATCH ARCHITECTURAL CONC. FINISH.
	WOOD FENCE, 8' TALL, REDWOOD. HORIZONTAL BOARD LAYOUT.
	4' x 4' x 24" CORTEN PLANTER, PRE RUSTED FINISH
	INVERTED "U" BIKE RACK, BLACK POWDER COAT FINISH.
	HANDRAILS: 3/4" x 2" POWDERCOATED GALVANIZED STEEL. MATCH BLD. EXTERIOR METALWORK

SEAL & SIGNATURE:



CONSULTANTS:

PROJECT TITLE:

HOTEL

17### MONTEREY ST.
MORGAN HILL, CA 95037

REVISIONS:

DATE:

SHEET TITLE:

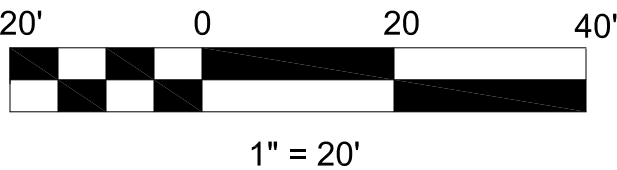
L1.0
SITE LANDSCAPE/MATERIALS PLAN

SCALE: 1" = 20' DATE: 2016.02.18

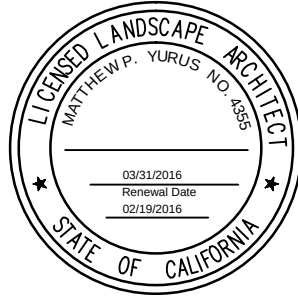
DRAWN BY: BJ CHECKED BY: MY

PROJECT NO:

Copyright 2016 by Rana Creek. If drawing is not 24"x36", it is reduced.



SEAL & SIGNATURE:



CONSULTANTS:

PROJECT TITLE:

HOTEL

17### MONTEREY ST.
MORGAN HILL, CA 95037

REVISIONS:

DATE:

SHEET TITLE:

L1.1
LANDSCAPE/MATERIALS PLAN -
LEVELS 2 & 3

SCALE: 1" = 10' DATE: 2016.02.18

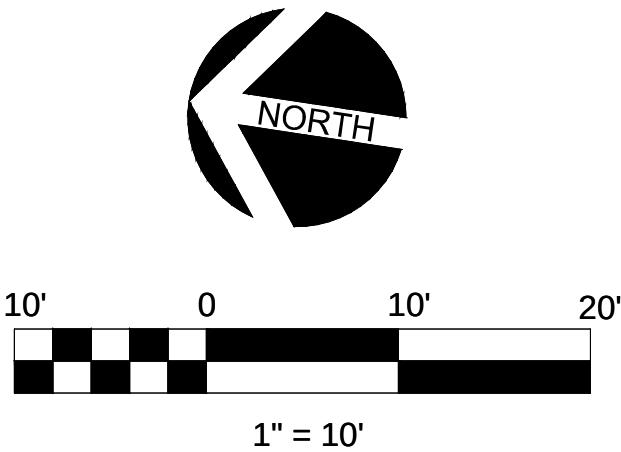
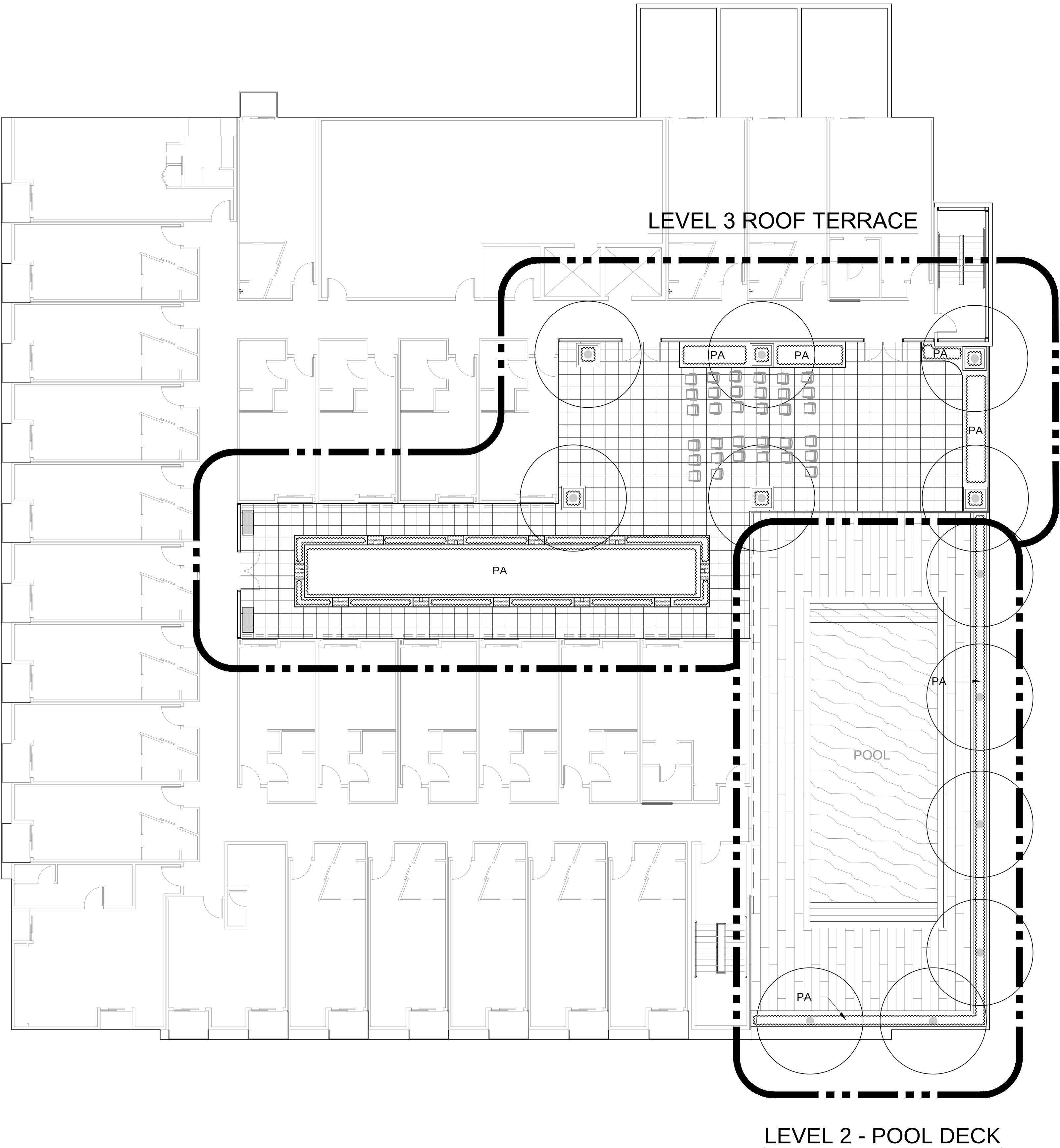
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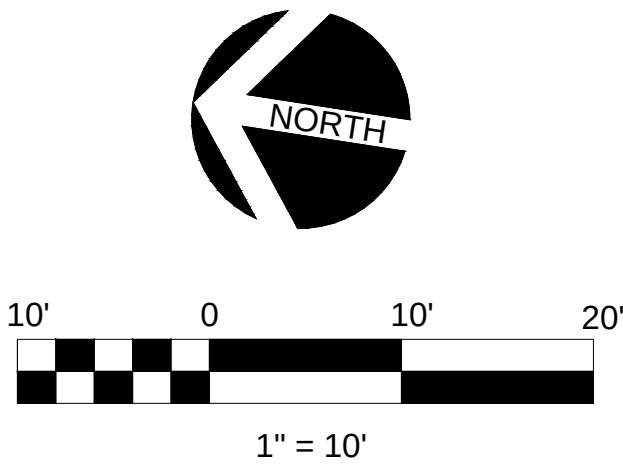
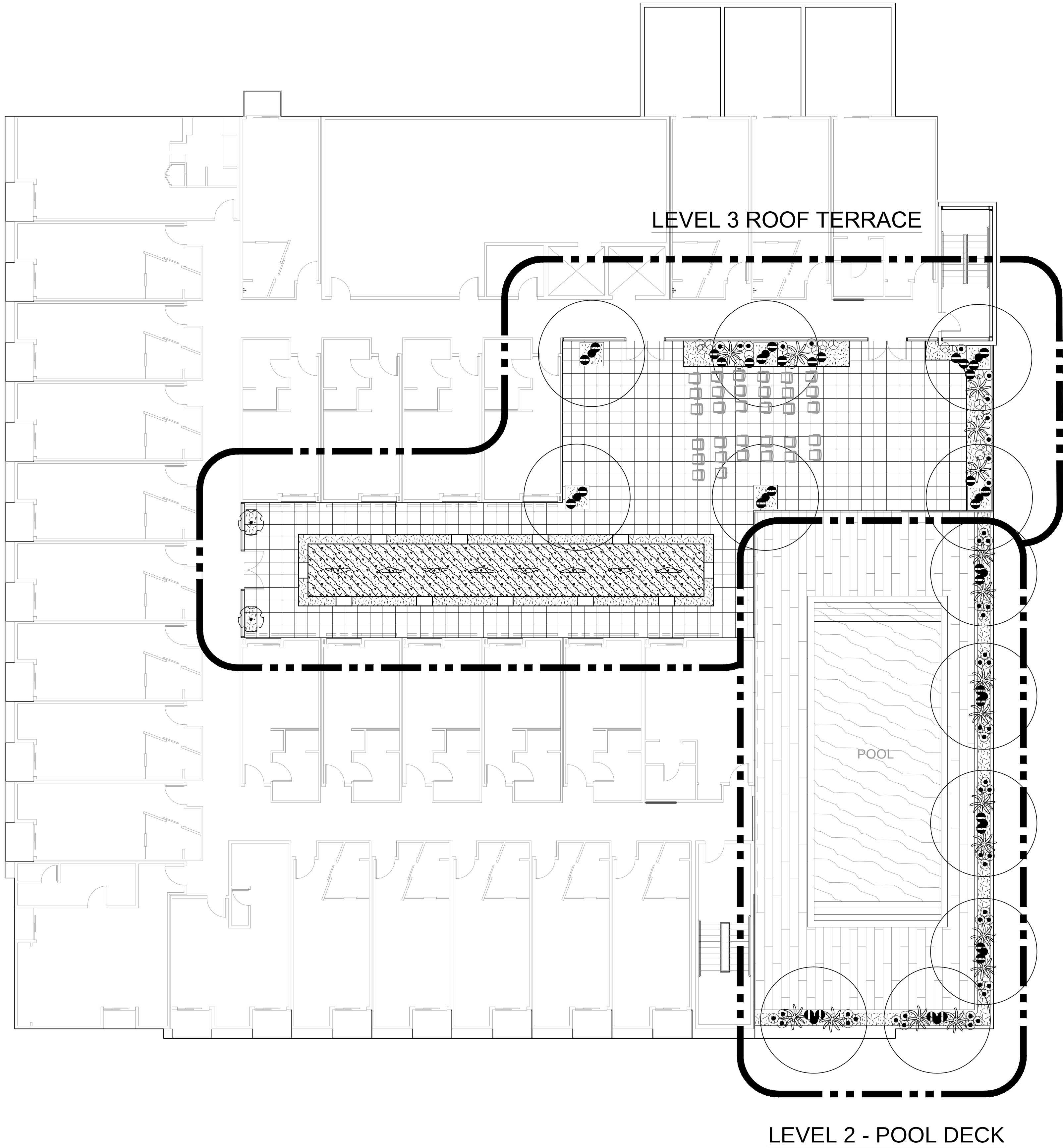
PROJECT NO:

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not 24"x36", it is reduced.

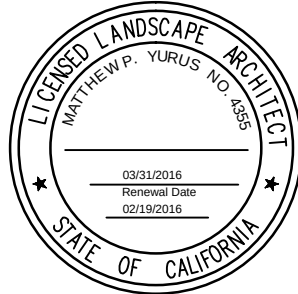
2ND AND 3RD FLOOR LANDSCAPE MATERIALS LEGEND

SYMBOL	DESCRIPTION
PA	PLANTING AREA, SEE PLANTING PLAN
	24" x 24" HANOVER PRECAST PEDESTAL PAVER, CHARCOAL COLOR, TUDOR FINISH
	POOL DECK PAVING, SEE ARCHITECTURE DRAWINGS
	4' x 4' x 24" CORTEN PLANTER
	CORTEN STEEL PLANTERS: 24" x 48" x 24" ALTERNATE: TOURNASOL FRP COMPOSITE PLANTER, 24"x 48" x 24" COLOR: PITCH.
	RAISED PLANTER W/ INTEGRATED RE-CIRCULATING WATER FEATURE.





SEAL & SIGNATURE:



CONSULTANTS:

PROJECT TITLE:

HOTEL

17### MONTEREY ST.
MORGAN HILL, CA 95037

REVISIONS:

DATE:

SHEET TITLE:

L2.1

PLANTING PLAN - LEVEL 2 & 3

SCALE: 1" = 10' DATE: 2016.02.18

DRAWN BY: BJ CHECKED BY: MY

PROJECT NO:

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not 24"x36", it is reduced.

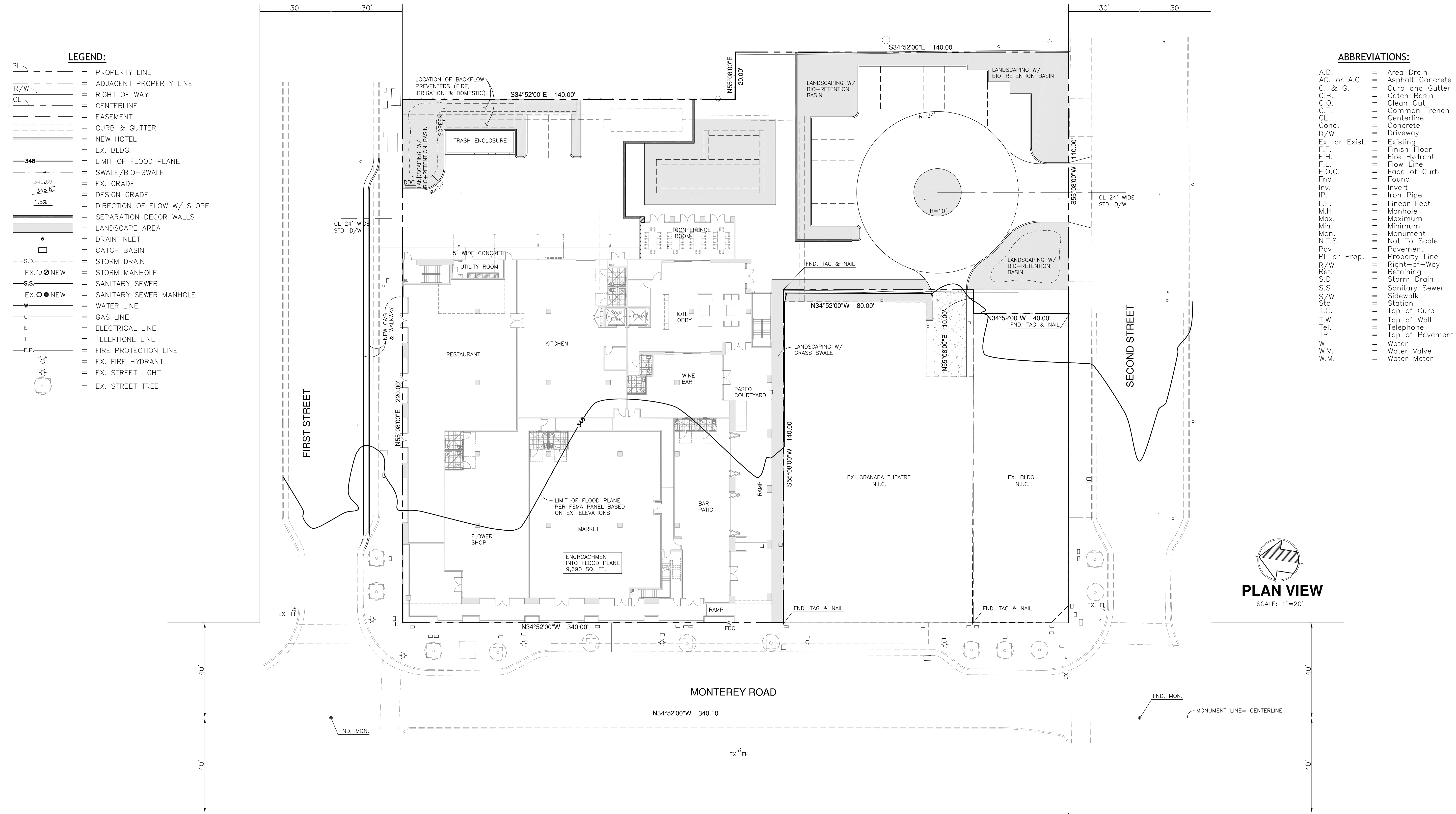
NOTES:
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
2. THE DATE OF THE FIELD SURVEY WAS OCTOBER AND NOVEMBER, 2015.
3. PROPERTY LINES SHOWN ARE OF RECORD DATA ONLY.

BENCHMARK:
FEMA BENCHMARK (US COAST AND GEODETIC SURVEY) D 1080
ELEVATION 353.70 ADJUSTED NAVD 88

PRELIMINARY TITLE REPORT NOTE:
PRELIMINARY TITLE REPORT PREPARED BY CHICAGO TITLE COMPANY DATED
SEPTEMBER 1, 2015, ESCROW NO. FWPS-4475150054-CM

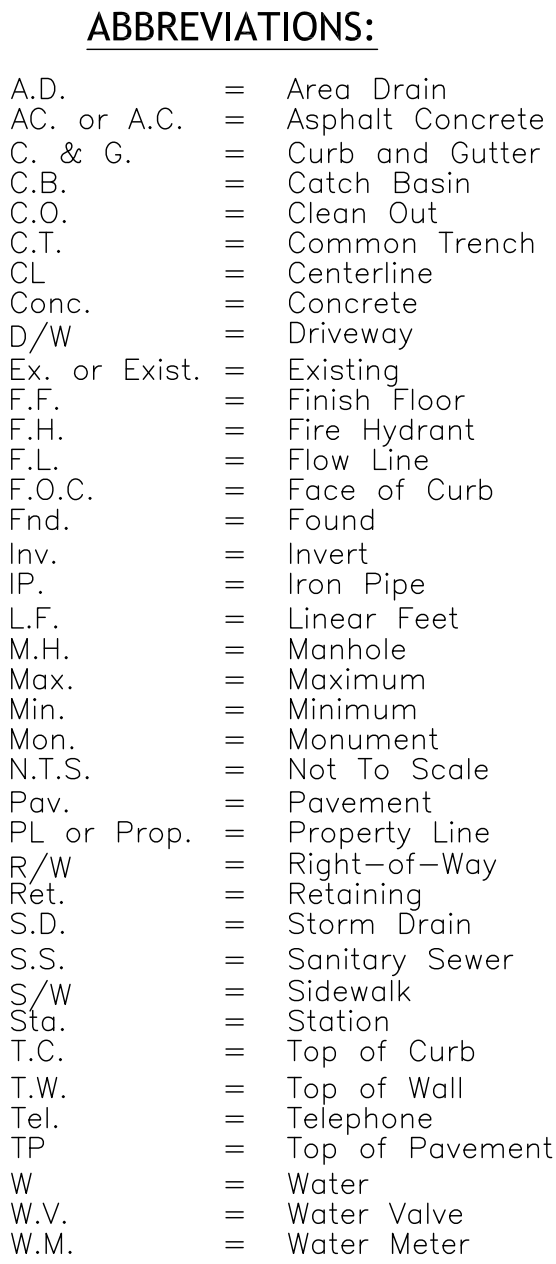
UTILITY NOTE:
UTILITIES SHOWN ON THIS SURVEY ARE BASED ON FIELD AND RECORD DATA. NO WARRANTIES ARE
EXPRESSED OR IMPLIED CONCERNING THE EXISTENCE, SIZE, DEPTH, CONDITION, CAPACITY, OR
LOCATION OR ANY UTILITY EXISTING ON THE SITE, WHETHER PRIVATE, MUNICIPAL, OR PUBLIC OWNED.

BOUNDARY NOTE:
THIS BOUNDARY IS BASED ON RECORD DATA AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
IF TRUE LOCATION OF BOUNDARY IS PERTINENT, A BOUNDARY SURVEY AND SUBSEQUENT FILING
OF A RECORD OF SURVEY MUST BE PERFORMED.



DESIGNED BY:	V.S.	DRAWN BY:	R.S.C.	CHECKED BY:	V.S.	SCALE:	AS SHOWN	DATE:	12-8-15	REGISTRATION EXPIRES:	MARCH 31, 2017
PEOPLES ASSOCIATES STRUCTURAL ENGINEERS 1996 Tarab Court • Milpitas, CA 95035 408-957-9220 Fax 408-957-9221											
APPROVED BY:											

SITE PLAN	
HOTEL "LANDS OF LEAL"	
MONTEREY ROAD MORGAN HILL, CALIFORNIA	
SHEET NUMBER	
C1	
DRAWING NO. 15031-C1	



ABBREVIATIONS:

A.D.	=	Area Drain
AC. or A.C.	=	Asphalt Concrete
C. & G.	=	Curb and Gutter
C.B.	=	Catch Basin
C.O.	=	Clean Out
C.T.	=	Common Trench
CL	=	Centerline
Conc.	=	Concrete
D/W	=	Driveway
Ex. or Exist.	=	Existing
F.F.	=	Finish Floor
F.H.	=	Fire Hydrant
F.L.	=	Flow Line
F.O.C.	=	Face of Curb
Fnd.	=	Found
Inv.	=	Invert
IP.	=	Iron Pipe
L.F.	=	Linear Feet
M.H.	=	Manhole
Max.	=	Maximum
Min.	=	Minimum
Mon.	=	Monument
N.T.S.	=	Not To Scale
P.	=	Pavement
Pl. or Prop.	=	Property Line
R/W	=	Right-of-Way
Ret.	=	Retaining
S.D.	=	Storm Drain
S.S.	=	Sanitary Sewer
S/W	=	Sidewalk
Sta.	=	Station
T.C.	=	Top of Curb
T.W.	=	Top of Wall
Tel.	=	Telephone
TP	=	Top of Pavement
W	=	Water
W.V.	=	Water Valve
W.M.	=	Water Meter

PLAN VIEW

SCALE: 1"=20'



PEOPLES ASSOCIATES
STRUCTURAL ENGINEERS
1996 Tarab Court • Milpitas, CA 95035
408-957-9220 Fax 408-957-9221

CONCEPTUAL UTILITY PLAN
HOTEL "LANDS OF LEAL"
MONTEREY ROAD
MORGAN HILL, CALIFORNIA

SHEET NUMBER
C3
OF - SHEETS
DRAWING NO.
15031-C3

DESIGNED BY: V.S.
DRAWN BY: R.S.C.
CHECKED BY: V.S.
SCALE: AS SHOWN
DATE: 12-8-15
F.E. NO. 29588
REGISTRATION EXPIRES MARCH 31, 2017

REV	DATE	REVISION DESCRIPTION
0	12/15	RELEASED TO CLIENT & CITY

APPROVED BY: V.S.
DATE: 12-8-15

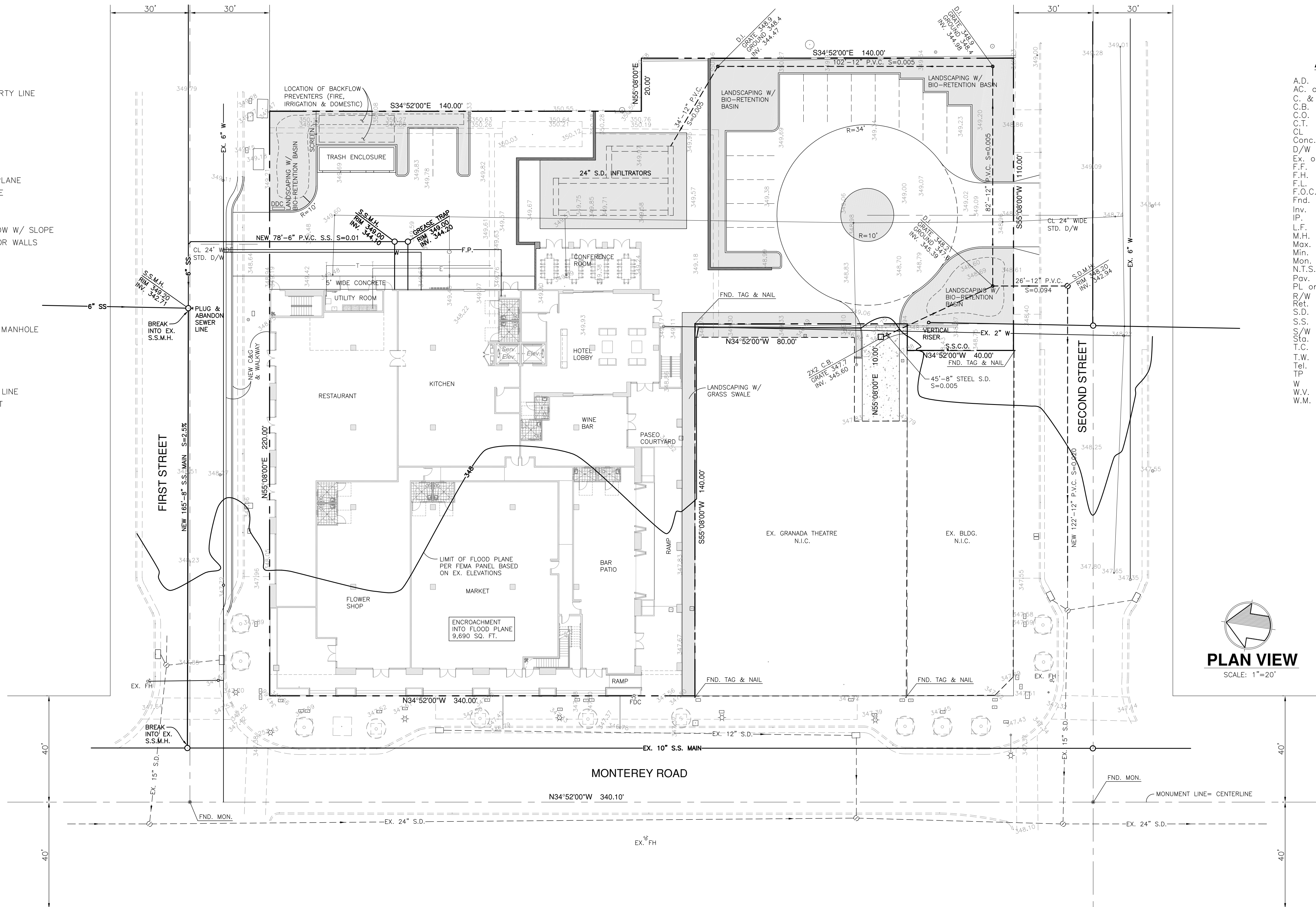
DESIGNED BY: V.S.
DRAWN BY: R.S.C.
CHECKED BY: V.S.
SCALE: AS SHOWN
DATE: 12-8-15
F.E. NO. 29588
REGISTRATION EXPIRES MARCH 31, 2017

ABBREVIATIONS:

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IP.	Iron Pipe
L.F.	Linear Feet
M.H.	Manhole
Max.	Maximum
Min.	Minimum
Mon.	Monument
N.T.S.	Not To Scale
Pav.	Pavement
PL or Prop.	Property Line
R/W	Right-of-Way
Ret.	Retaining
S.D.	Storm Drain
S.S.	Sanitary Sewer
S.S.W	Sidewalk
Sta.	Station
T.C.	Top of Curb
T.W.	Top of Wall
TP	Telephone
TP	Top of Pavement
W.	Water
W.V.	Water Valve
W.M.	Water Meter

LEGEND:

PL	PROPERTY LINE
R/W	ADJACENT PROPERTY LINE
CL	RIGHT OF WAY
	EASEMENT
	CURB & GUTTER
	NEW HOTEL
	EX. BLDG.
	LIMIT OF FLOOD PLANE
	SWALE/BIO-SWALE
	EX. GRADE
	DESIGN GRADE
	DIRECTION OF FLOW W/ SLOPE
	SEPARATION DECOR WALLS
	LANDSCAPE AREA
	DRAIN INLET
	CATCH BASIN
	STORM DRAIN
	STORM MANHOLE
	SANITARY SEWER
	SANITARY SEWER MANHOLE
	WATER LINE
	GAS LINE
	ELECTRICAL LINE
	TELEPHONE LINE
	FIRE PROTECTION LINE
	EX. FIRE HYDRANT
	EX. STREET LIGHT
	EX. STREET TREE



PLAN VIEW
SCALE: 1"=20'

City of Morgan Hill
Development Services Department



Granada Hotel Expansion Project
Addendum

September 2022

Prepared By



1501 SPORTS DRIVE, SUITE A, • SACRAMENTO • CA • 95834
OFFICE 916.372.6100 • FAX 916.419.6108

ADDENDUM TO AN ADOPTED ENVIRONMENTAL IMPACT REPORT

The City of Morgan Hill, California, a municipal corporation, does hereby prepare, make, declare, and publish the Addendum to a certified Environmental Impact Report (EIR) for the following described project:

Project Name and Number: Granada Hotel Expansion Project (ZA2022-0004/AAE2022-0004/EA2022-0010)

Original Project: Monterey-Leal Hotel Project (UP-16-01/SR-16-01/EA-16-01)

The City of Morgan Hill, Development Services Department, has reviewed the proposed project and on the basis of the whole record before it, has determined that pursuant to CEQA Guidelines Section 15179, no substantial changes have occurred with respect to the circumstances under which the MEIR was certified, and there is no new available information, which was not known and could not have been known at the time that the MEIR was certified. The project, as identified in this Addendum, would not have a significant effect on the environment beyond that which was evaluated in the Downtown Specific Plan Master Environmental Impact Report (MEIR). This document demonstrates that neither a subsequent EIR, nor a supplement to the MEIR is required given that the proposed modifications to the approved project would not trigger the applicable criteria set forth in the CEQA Guidelines Section 15162.

This Addendum to the Downtown Specific Plan MEIR has been prepared pursuant to Title 14, Section 15164 of the California Code of Regulations and City of Morgan Hill environmental standards.

A copy of this document and all supportive documentation may be reviewed or obtained at the City of Morgan Hill, Development Services Department, 17575 Peak Avenue, Morgan Hill, California, 95037.

Development Service Director, City of Morgan Hill,
California, a municipal corporation

By: _____

Date: _____

**Granada Hotel Expansion Project (ZA2022-0004/AAE2022-0004)
Addendum to the Downtown Specific Plan MEIR**

File Number/Project Name: Granada Hotel Expansion Project (ZA2022-0004/AAE2022-0004/EA2022-0010)

Project Location and Surrounding Land Uses: The approximately 1.09-acre project site, identified by Assessor's Parcel Number 726-14-074, is located at 17490 Monterey Road in downtown Morgan Hill, California. The project site is generally bound by 1st Street to the north, and Monterey Road to the west. Surrounding land uses include single-family and multi-family residences to the east, the Granada Theater to the south, and commercial uses to the west and north (see Figure 1 and Figure 2). The project site is currently undergoing construction of the approved four-story, 67,940-square foot (sf) Monterey-Leal Hotel. In addition, a portion of the site is temporarily being used as an expanded outdoor dining area for the adjacent Granada Theater.

Existing Plan Designations and Zoning: The project site is located within the City of Morgan Hill Downtown Specific Plan area. The City of Morgan Hill General Plan designates the site as Mixed Use. The site is located within the Downtown Specific Plan Commercial Business District with Ground Floor Overlay. The underlying zoning is Downtown Mixed Use (MU-D).

Project Background: In November 2009, the City adopted the Morgan Hill Downtown Specific Plan which amended the Morgan Hill General Plan and the City's Zoning Ordinance for the downtown area and modified the relevant plans, policies, and design guidelines, which guide and regulate development in the area. The Downtown Specific Plan, consistent with Government Code Section 65451, included proposed changes to existing and planned land uses, circulation, parking, urban design guidelines, signage guidelines, infrastructure, and an implementation plan. A MEIR was prepared to evaluate the potential environmental effects of buildout of the Downtown Specific Plan. The MEIR includes descriptions of the physical setting of the Downtown Specific Plan area, identifies environmental impacts resulting from buildout of the Downtown Specific Plan, and identifies mitigation measures for the environmental impacts examined in the MEIR.

The City of Morgan Hill prepared an Initial Study (IS) in 2016 (hereafter referred to as the "2016 IS", see Attachment 1 to this Addendum) for the Monterey-Leal Hotel Project, which consisted of the demolition of the previously on-site buildings and parking lot, and the subsequent construction of an approximately 54.5-foot high, four-story, 67,940 square foot commercial building (see Figure 3). The building would include restaurant, retail, and hotel lobby areas on the first floor, and three floors of hotel area (60 guest rooms and hotel amenities). The Monterey-Leal Hotel Project was located within the planning area of, and consistent with, the Downtown Specific Plan. The 2016 IS was prepared in an effort to determine whether substantial changes had occurred with respect to circumstances under which the Downtown Specific Plan MEIR was certified, or whether new information which was not known at the time the MEIR was certified. The 2016 IS was determined to be consistent with the conclusions of the Downtown Specific Plan MEIR, and the Monterey-Leal Hotel Project was approved.

Project Description: The proposed project is an expansion of the Monterey-Leal Hotel Project, and would add a partial fifth floor to the hotel building, which would accommodate 11 additional guestrooms (see Figure 4, Figure 5, and Figure 6). The partial fifth floor would be located on the northern and southeastern portions of the approved hotel building, while the height of the remainder of the hotel would remain as previously approved. In addition, up to two guestrooms would be added to the third floor in-lieu of a fitness activity area, for a net total of 13 additional hotel rooms.

Figure 1
Regional Vicinity Map

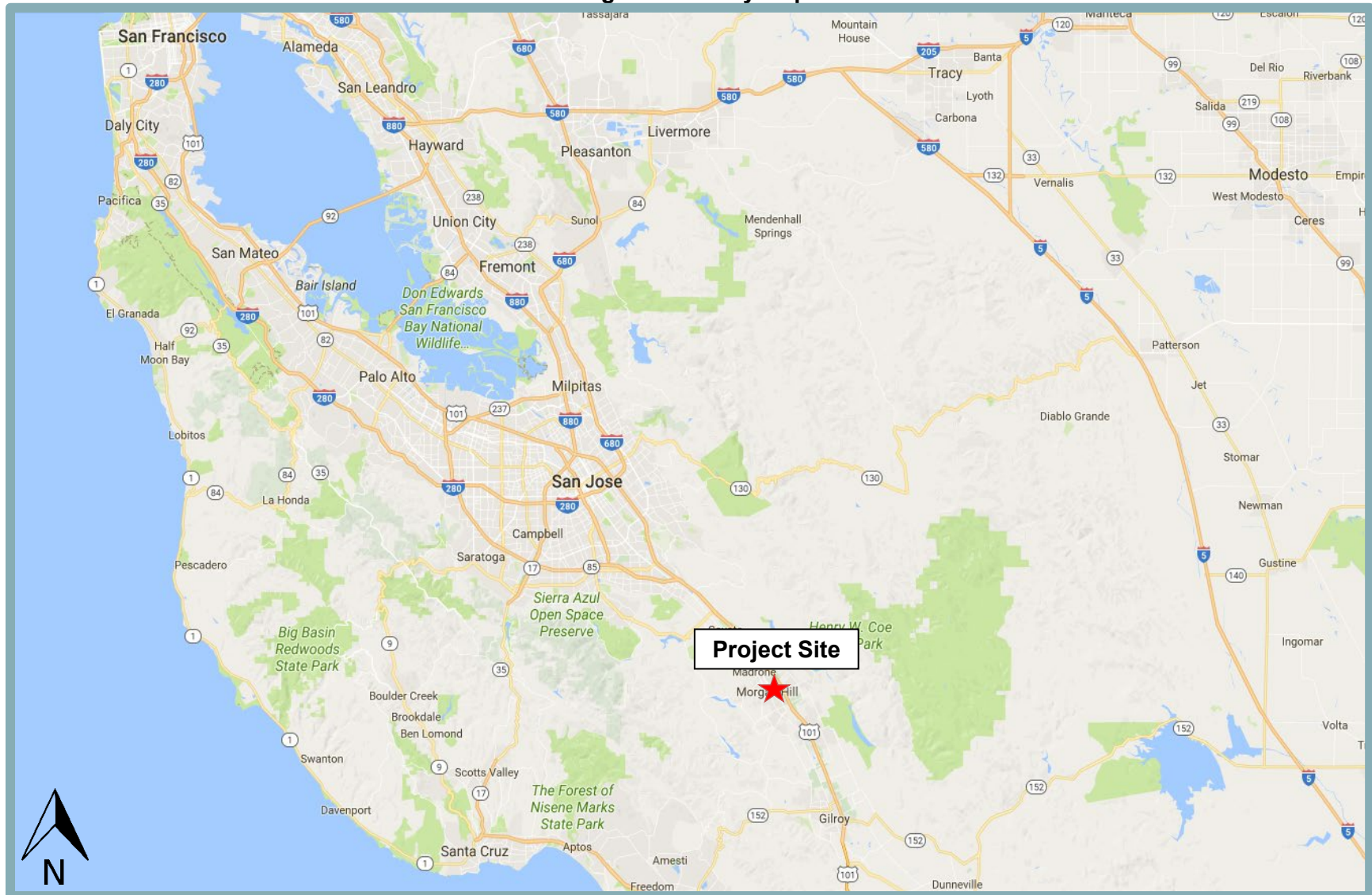


Figure 2
Project Boundaries Map



**Note: Project site boundaries are approximate.*

Figure 3
Approved Monterey-Leal Hotel Project Elevations



Figure 4
Proposed Building Elevations (Southwest and Northwest)



Figure 5
Proposed Building Elevations (Southeast and Northeast)



Figure 6
Proposed Fifth Floor Plan



The proposed project would also include a minor modification to the façade at the corner of Monterey and 1st Street, as well as a minor modification to the building activation and entry points on Monterey Road. The maximum allowable height of buildings in the Downtown Specific Plan is four stories or 55 feet. The proposed project would require approval of a Planned Development to increase the height requirement currently allowed by the Downtown Specific Plan to accommodate the proposed partial fifth floor with a 68.5-foot building height, not including rooftop equipment and other appurtenances. The Planned Development will allow up to 70 feet in height for the building and 85 feet for rooftop equipment, elevator shafts, or stairwells.

Project Approvals

The proposed project would require the following entitlements from the City of Morgan Hill:

- Planned Development
- Design Permit Amendment

Rationale for Preparation of the Addendum

In determining whether an addendum is the appropriate document to analyze the modifications to the project and its approval, State CEQA Guidelines Section 15164 (Addendum to an EIR or Negative Declaration) states:

- (a) 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 Section 15162 calling for preparation of a subsequent EIR have occurred.
- (b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.
- (c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.
- (d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.
- (e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

New significant effects or other grounds require preparation of a subsequent EIR in support of further agency action on a project pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Sections 15162 and 15163. Under the guidelines, a subsequent or supplemental EIR or Mitigated Negative Declaration shall be prepared if any of the following criteria are met:

- (a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Use of a Prior Environmental Document:

The California Supreme Court has held that a lead agency has the responsibility of initially deciding whether an original environmental document retains “some relevance” to the ongoing decision-making process. If it does, the lead agency moves on to determine whether the original document is adequate for CEQA purposes. The City of Morgan Hill has determined that the MEIR adopted for the Downtown Specific Plan is relevant and has prepared an addendum to that document to evaluate the proposed project.

The project site is located within Block 3 of the Downtown Specific Plan, as specified in Figure 3 of the MEIR. The MEIR states that, although buildings within the Specific Plan would be required to be four stories high or smaller, taller buildings could be constructed under a Planned Development rezoning, which could possibly be proposed on key large sites, such as Block 3. Block 3 is considered a key large site in the Downtown Specific Plan and, thus, could be developed with buildings of greater height than what would otherwise be allowed, pursuant to approval of a Planned Development rezone.¹

¹ City of Morgan Hill. *Morgan Hill Downtown Specific Plan Draft Master Environmental Impact Report* [pg. 195]. July 2009.

Based on the above, in accordance with Sections 15162 through 15164 of the CEQA Guidelines, the proposed hotel expansion would not require major revisions of the Downtown Specific Plan MEIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The analysis that follows concludes that none of the conditions identified in CEQA Guidelines Sections 15162 and 15163 apply to the proposed project. Thus, preparation of an addendum would provide the appropriate level of environmental review.

In cases where an approved project has already undergone environmental review, and the environmental document has been certified by the lead agency, the lead agency can restrict its review to the incremental effects of the modified project, rather than having to reconsider the overall impacts of the project. In other words, if the project under review constitutes a modification of a previously approved project previously subjected to environmental review, then the “baseline” for purposes of CEQA is adjusted such that the originally approved project is assumed to exist.² Thus, the environmental baseline for this analysis consists of the approved Monterey-Leal Hotel Project.

Discussion

The following sections provide discussions of any potential impacts associated with the proposed project beyond those previously identified in the Downtown Specific Plan MEIR.

Aesthetics

The Downtown Specific Plan includes detailed design guidelines to ensure the development of a cohesive urban core area. The guidelines are intended to complement the existing “Main Street” commercial buildings and small-town architecture seen throughout the Downtown Core. The guidelines would maintain the pedestrian scale of the area and encourage the use of appropriate building materials to complement current development in the area.

The final site design and architectural elements of buildings within the Downtown Specific Plan boundaries are required to be reviewed by the City’s Development Services Department, and/or Planning Commission and City Council upon referral or appeal, for consistency with the design guidelines and the existing and planned visual character of the Downtown area. Conformance with the recommendations and requirements of the Design Permit would ensure that future development would not detract from the visual character and quality of the Specific Plan project area. Proposed lighting would also be reviewed to ensure that new buildings would not introduce new substantial light sources that would adversely affect nighttime views or spillover onto adjacent properties. Proposed windows in buildings would also be reviewed to confirm they would not be a substantial new source of daytime glare. Given the above, the Downtown Specific Plan MEIR determined that buildout of the Specific Plan would not substantially degrade the existing visual character of the Specific Plan project area.

The Downtown Specific Plan MEIR requires that new buildings within the Specific Plan should range from two to four stories in height, with the possibility of buildings taller than four stories under a Planned Development or a Specific Plan zoning amendment. Because the proposed

² See Michael H. Remy et al. *Guide to CEQA, 11th Edition*. Point Arena: Solano Press Books (2007), p. 207; Stephen L. Kostka and Michael H. Zischke. *Practice Under the Environmental Quality Act, Second Edition* (Vol. 1). Oakland: Continuing Education of the Bar (2018), p. 12-32; *Benton v. Board of Supervisors* (1st Dist. 1991) 226 Cal. App. 3d 1467.

project involves the construction of a fifth floor on top of a previously approved development, the project would require the approval of a Planned Development to allow the proposed increase in height.

The proposed fifth floor addition is only a partial floor. As shown in Figure 5, the fifth floor would be most visible from the northeast and southeast sides of the building. Public views of the hotel are most easily available from the project's frontages along 1st Street and Monterey Road, the northwestern and southwestern borders of the project site. As such, views from such public areas would already be dominated by the approved hotel building, and the addition of 14 feet in height, located on the opposite side of the building from the most available public viewpoints, would not substantially change the overall view characteristics from what is already anticipated. In addition, the architecture of the building would complement the downtown area, as the approved hotel building would use wood, brick veneer, stucco, and colors that are used in other buildings and suggested in the Downtown Specific Plan guidelines.

Although the Downtown Specific Plan MEIR identifies Nob Hill and El Toro Mountain as valued local landmarks, the MEIR also acknowledges that such views are not only already interrupted by existing development, but are not easily visible from Block 3, in which the proposed project is located.³ Therefore, the proposed project would not cause a new or more severe environmental impact to aesthetic resources beyond the scope of what was analyzed in the Downtown Specific Plan MEIR.

Air Quality

The City of Morgan Hill is located in the San Francisco Bay Area Air Basin (SFBAAB), which is under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). The SFBAAB area is currently designated as a nonattainment area for State and federal ozone, State and federal fine particulate matter 2.5 microns in diameter (PM_{2.5}), and State respirable particulate matter 10 microns in diameter (PM₁₀) ambient air quality standards (AAQS). The SFBAAB is designated attainment or unclassified for all other AAQS. It should be noted that on January 9, 2013, the U.S. Environmental Protection Agency (USEPA) issued a final rule to determine that the Bay Area has attained the 24-hour PM_{2.5} federal AAQS. Nonetheless, the Bay Area must continue to be designated as nonattainment for the federal PM_{2.5} AAQS until such time as the BAAQMD submits a redesignation request and a maintenance plan to the USEPA, and the USEPA approves the proposed redesignation. The USEPA has not yet approved a request for redesignation of the SFBAAB; therefore, the SFBAAB remains in nonattainment for 24-hour PM_{2.5}.

In compliance with regulations, due to the nonattainment designations of the area, the BAAQMD periodically prepares and updates air quality plans that provide emission reduction strategies to achieve attainment of the AAQS, including control strategies to reduce air pollutant emissions through regulations, incentive programs, public education, and partnerships with other agencies. The current air quality plans are prepared in cooperation with the Metropolitan Transportation Commission (MTC) and the Association of Bay Area Governments (ABAG). The most recent State ozone plan is the 2017 Clean Air Plan, adopted on April 19, 2017. Adopted BAAQMD rules and regulations, as well as the thresholds of significance, have been developed with the intent to ensure continued attainment of AAQS, or to work towards attainment of AAQS for which the area is currently designated nonattainment, consistent with the applicable air quality plan. Thus, by exceeding the BAAQMD's emission thresholds for construction or operational emissions, a project

³ City of Morgan Hill. *Morgan Hill Downtown Specific Plan Draft Master Environmental Impact Report* [pg. 195]. July 2009.

would be considered to conflict with or obstruct implementation of the BAAQMD's air quality planning efforts.

Under Impact AQ-2, the Downtown Specific Plan MEIR determined that buildout of the Specific Plan would result in air quality emissions that would exceed the BAAQMD's thresholds of significance even with the implementation of the mitigation measures required therein. As a result, the impact was determined to be significant and unavoidable.

The 2016 IS prepared for the previously approved project noted that the Monterey-Leal Hotel Project is within the development projections outlined in the Downtown Specific Plan and evaluated in the associated MEIR. Therefore, with implementation of the mitigation measures set forth in the Downtown Specific Plan MEIR, the Monterey-Leal Hotel Project would result in less-than-significant impacts related to air quality.

In order to determine the change in criteria pollutant emissions that would occur with implementation of the proposed project, construction-related and operational emissions have been estimated using the California Emissions Estimator Model (CalEEMod) version 2020.4.0 software for both the previously approved project and the currently proposed project.

Table 1 presents the maximum unmitigated construction emissions associated with the approved project in comparison to the maximum unmitigated construction emissions associated with the proposed project.

Table 1				
Maximum Unmitigated Construction Emissions (lbs/day)				
	ROG	NO_x	PM₁₀[*]	PM_{2.5}[*]
Approved Project	5.37	14.76	0.68	0.64
Proposed Project	5.78	14.76	0.68	0.64
<i>Net Increase</i>	<i>+0.41</i>	<i>+0.00</i>	<i>+0.00</i>	<i>+0.00</i>
Threshold of Significance	54	54	82	54
Exceeds Threshold?	NO	NO	NO	NO
Note: * Denotes emissions from exhaust only. BAAQMD has not yet adopted PM thresholds for fugitive emissions. <i>Source: CalEEMod, August 2022 (see Attachment 2).</i>				

As presented in Table 1, the net increase in construction-related emissions would be well below the applicable thresholds of significance for all criteria pollutants. Therefore, the proposed project would not result in any new or more severe significant impacts related to construction criteria pollutant emissions from what was previously analyzed in the 2009 MEIR.

Table 2 presents the maximum unmitigated operational emissions associated with the approved project in comparison to the maximum unmitigated operational emissions associated with the proposed project.

Table 2 Maximum Unmitigated Operational Emissions								
	ROG		NO _x		PM ₁₀ *		PM _{2.5} *	
	lbs/day	tons/yr	lbs/day	tons/yr	lbs/day	tons/yr	lbs/day	tons/yr
Approved Project	2.93	0.50	1.98	0.34	0.07	0.01	0.07	0.01
Proposed Project	3.38	0.58	2.33	0.40	0.08	0.02	0.08	0.02
<i>Net Increase</i>	<i>+0.45</i>	<i>+0.08</i>	<i>+0.35</i>	<i>+0.06</i>	<i>+0.01</i>	<i>+0.01</i>	<i>+0.01</i>	<i>+0.01</i>
Threshold of Significance	54	10	54	10	82	15	54	10
Exceeds Threshold?	NO	NO	NO	NO	NO	NO	NO	NO
Note: * Denotes emissions from exhaust only. BAAQMD has not yet adopted PM thresholds for fugitive emissions. Source: CalEEMod, August 2022 (see Attachment 2).								

As presented in Table 2, the net increase in operational emissions would be well below the applicable thresholds of significance for all criteria pollutants. Therefore, the proposed project would not result in any new or more severe significant impacts related to operational criteria pollutant emissions from what was previously analyzed in the 2009 EIR.

Based on the information presented above, the proposed project would not result in any new impacts or substantially more severe impacts related to air quality relative to what was analyzed in the 2009 MEIR.

Noise

According to the 2015 Supreme Court Case, *California Building Industry Association v. Bay Area Air Quality Management District* (Case No. S213478), “agencies subject to CEQA generally are not required to analyze the impact of existing environmental conditions on a project’s future users or residents.” As such, because the CEQA Guidelines do not require analysis of effects of the environment on the project, including impacts of noise on future residents, or in the case of the proposed project, hotel visitors, the potential effects related to noise exposure at the proposed hotel are not considered a CEQA impact.

A major concern for noise generation in urban environments is the “urban canyon effect.” The urban canyon effect occurs when a narrow street is enclosed by tall buildings, thus increasing noise propagation. Essentially, sound within an urban canyon is reflected upon itself, creating a sound pressure level (SPL) that is uncomfortable for humans. SPL becomes most severe when the ratio between building height and street width is unbalanced in favor of building height.⁴ The hotel expansion is proposed to be 68.5 feet at the highest roof point, and is bordered by Monterey Road to the west, which is approximately 65 feet wide, and 1st street to the north, which is approximately 30 feet wide. As such, the building height to street width ratio would be approximately 1:1 for Monterey Road, and approximately 2:1 for 1st Street. Although the ratio between the proposed height and 1st Street may seem substantial, the buildings opposite the project site on 1st Street are only one floor, and buildings range from one to two floors in height across Monterey Road. In addition, as noted in the aesthetics discussion above, the project building façade along both streets would only be four stories high, with the fifth floor set back from the streets, within the eastern portion of the site. Therefore, the proposed project is unlikely to create an uncomfortable noise environment through the urban canyon effect.

⁴ Acta Acustica. *Effect of Height-to-Width Ratio on the Sound Propagation in Urban Streets*. February 2015.

Based on intersection turning movement data contained in the Downtown Specific Plan traffic study, additional traffic resulting from the Downtown Specific Plan would not significantly increase noise levels in and around the Specific Plan project area.⁵ Traffic noise levels along the major routes are anticipated to increase by an average of one to two decibels (dBA) overall as a result of projected development by 2030, including projected Downtown Specific Plan development based on the traffic impact analysis assumptions. The contribution of projected Downtown Specific Plan development to these overall noise increases were found to be less than one decibel, according to the Downtown Specific Plan MEIR.

Based upon the Institute of Transportation Engineers Trip Generation Manual, 11th Edition, the additional 13 hotel rooms that would result from buildout of the proposed project would generate approximately 104 new total daily trips, with a rate of 7.99 trips generated per room.⁶ It is reasonable to assume that such a small increase would not result in a significant traffic noise increase beyond what was previously anticipated in the Downtown Specific Plan MEIR.

With regard to construction noise, the Downtown Specific Plan MEIR determined that impacts related to construction and operational noise and vibration from buildout of the Downtown Specific Plan on nearby receptors would be less than significant, with the incorporation of Mitigation Measures SM NV-2 and MM NV-5.1. SM NV-2 requires that construction activities be limited to the hours between 7:00 AM and 8:00 PM, Monday through Friday, between the hours of 9:00 AM and 6:00 PM on Saturdays, and prohibited on Sundays and federal holidays. MM NV-5.1 requires the use of mufflers and acoustically shielded construction equipment.

The proposed project is an expansion upon the previously approved project, and would therefore result in similar construction and operational noise and vibration levels as what has already been anticipated for and occurred upon the site, but for a shorter duration. Thus, with the implementation of Mitigation Measures SM NV-2 and MM NV-5.1, impacts related to construction noise would be less than significant, and new or more severe significant impacts would not occur.

Transportation and Circulation

The 2016 Downtown Specific Plan MEIR analyzed traffic impacts with regard to level of service (LOS). The law has changed with respect to how transportation-related impacts may be addressed under CEQA. Traditionally, lead agencies used LOS to assess the significance of such impacts, with greater levels of congestion considered to be more significant than lesser levels. Enacted as part of Senate Bill 743 (2013), PRC Section 21099, subdivision (b)(1), directed the Governor's Office of Planning and Research (OPR) to prepare, develop, and transmit to the Secretary of the Natural Resources Agency for certification and adoption proposed CEQA Guidelines addressing "criteria for determining the significance of transportation impacts of projects within transit priority areas. Those criteria shall promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses."

Pursuant to SB 743, the Natural Resources Agency promulgated CEQA Guidelines Section 15064.3 in late 2018. It became effective in early 2019. Subdivision (a) of that section provides that "[g]enerally, vehicle miles traveled is the most appropriate measure of transportation impacts. For the purposes of this section, 'vehicle miles traveled' refers to the amount and distance of

⁵ City of Morgan Hill. *Morgan Hill Downtown Specific Plan Draft Master Environmental Impact Report* [pg. 123]. July 2009.

⁶ Institute of Transportation Engineers. *Trip Generation Manual, 11th Edition*. September 2021.

automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. Except as provided in subdivision (b)(2) below (regarding roadway capacity), a project's effect on automobile delay shall not constitute a significant environmental impact." As a result, the foregoing analysis is focused on vehicle miles traveled (VMT).

Pursuant to Section 15064.3(b)(3), a lead agency may analyze a project's VMT qualitatively based on the availability of transit, proximity to destinations, etc. The City of Morgan Hill is undertaking a process of updating its General Plan policies to incorporate VMT methodologies and significance thresholds to be consistent with SB 743 but has not yet released draft thresholds. In the absence of an adopted or draft City policy with numeric thresholds, the VMT assessment relies on The Technical Advisory on Evaluating Transportation Impacts in CEQA published by the OPR.⁷ The OPR recommendations include the screening thresholds criteria listed below:

- Office or residential projects not exceeding a level of 15 percent below existing VMT per capita may indicate a less-than-significant impact on VMT;
- Projects (including office, residential, retail, and mixed-use developments) proposed within half a mile of an existing major transit stop or within a quarter of an existing stop along a high-quality transit corridor may be presumed to have a less-than-significant impact;
- 100 percent affordable residential development in infill locations may be presumed to have a less-than-significant impact on VMT;
- Projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant impact; and
- Local-serving retail developments (considered to be less than 50,000 sf in size) may be assumed to cause a less-than-significant impact on VMT.

As mentioned above in the Noise discussion of this document, based on the CalEEMod modeling conducted for this analysis, the proposed addition of 13 hotel rooms is anticipated to generate approximately 104 new daily trips. Therefore, based on OPR's VMT screening thresholds criteria, the proposed project may be assumed to cause a less-than-significant impact related to VMT. Accordingly, and the proposed project would not cause a new or severely increased impact beyond what was analyzed in the Downtown Specific Plan MEIR with regards to transportation.

In addition, the OPR Technical Advisory does not specifically address hotel or visitor-based uses, indicating that lead agencies may develop their own thresholds for such land use types and allowing assessment on a case-by-case basis. The proposed hotel rooms require consideration of the project's intended visitor base and where customers would otherwise have stayed if the project were not constructed. Unless a hotel project also includes construction of a major new attraction or convention component, a hotel alone is unlikely to draw new visitors to the City. Rather, the hotel would just redistribute where visitors stay. While larger resort hotels have the potential to generate interregional trips specifically for the purpose of visiting the hotel, hotels such as the proposed project typically do not. Similarly, because the proposed expansion would consist of a fifth floor of less than 50,000-sf, the OPR Technical Advisory generally considers the proposed project to be a local-serving commercial use, rather than regional-serving.

⁷ State of California Governor's Office of Planning and Research. *Technical Advisory on Evaluating Transportation Impacts in CEQA*. December 2018.

The shift in travel patterns and VMT is similar to how OPR considers retail uses, in which many types of retail projects may generally be presumed to have a less-than-significant VMT impact because the total amount of shopping that occurs in a given geographic area tends to remain unchanged, and adding new retail uses to the urban fabric often reduces the distances (i.e., the “miles” in VMT) that people need to drive on shopping trips. For example, the City of San Jose has chosen to apply the same methodology for retail to hotel uses, where small- to mid-sized hotels and other lodging uses can be expected to alter local travel patterns rather than generate new VMT, and, thus, can generally be presumed to have a less-than-significant transportation-related VMT impact. The proposed expansion would consist of adding a fifth floor to an approved hotel use and would involve an addition of less than 50,000-sf, which, based on OPR’s VMT screening thresholds for local-serving retail developments, may be assumed to cause a less-than-significant impact on VMT.

Remaining Environmental Resource Areas

The Downtown Specific Plan MEIR previously considered development of the project site with mixed uses, pursuant to the project site’s land use designations. The 2016 IS found that the then-proposed four-story, 67,940-sf commercial building was within the scope of development for the site in the Downtown Specific Plan MEIR. Because the proposed project would consist of a vertical alteration to the approved project, but not to the building footprint or project area, the area of disturbance would remain the same as what was anticipated in the Downtown Specific Plan MEIR. Therefore, impacts related to geology and soils and biological resources would be the same as what was previously analyzed.

Impacts to cultural and tribal cultural resources are anticipated to remain the same because the area of ground disturbance is identical to the original project. If cultural resources were to be found during project ground-disturbing activities, a potentially significant impact could occur. Implementation of Downtown Specific Plan MEIR Mitigation Measures SM CULT-2 and SM CULT-3 would reduce all such impacts to a less-than-significant level. Both measures would apply to the proposed project. Therefore, impacts related to cultural and tribal cultural resources from implementation of the proposed project would be identical to the impacts resulting from implementation of the original project.

Development of the proposed project would involve the creation of impervious surfaces. However, as noted previously, the proposed project is an expansion of an approved project, and the Downtown Specific Plan MEIR analyzed impacts associated with the addition of impervious surfaces throughout the Downtown Specific Plan area. Although the proposed project would add a fifth floor to the hotel, the overall roof area would not be substantially altered. The Downtown Specific Plan MEIR determined that through implementation of Mitigation Measures SM HYDRO-1 through SM HYDRO-8, impacts to hydrology and water quality would be less-than-significant. The proposed project also remains subject to the stormwater requirements set forth by the City and State. As such, impacts to stormwater runoff and water quality would be within the scope of what was previously analyzed in the Downtown Specific Plan MEIR.

Some environmental impact areas are a function of population, including public services, utilities and service systems, recreation, and population and housing. For example, if fewer individuals occupy a project site, the project is expected to exert less demand on utilities such as water and sewer. Although the proposed project would involve the development of 13 new hotel rooms, such an increase in population would not be considered significant in the context of the City or the Downtown Specific Plan area. In addition, occupants of such rooms would not be permanent

residents. Thus, impacts to the aforementioned areas would be within the scope of what was previously analyzed in the Downtown Specific Plan MEIR.

Conclusion

As established in the discussions above regarding the potential effects of the proposed project, the proposed project would not result in any new significant information of substantial importance, new significant impacts, an increase in the severity of previously identified significant impacts, or new mitigation measures, from what was analyzed in the Downtown Specific Plan MEIR. As such, the proposed project would not result in any conditions identified in CEQA Guidelines Section 15162, and a subsequent EIR is not required.

Based on the above analysis, this Addendum to the previously certified MEIR for the Downtown Specific Plan project has been prepared.

ATTACHMENT 1
2016 INITIAL STUDY

Monterey – Leal Hotel Initial Study
April 2016

Prepared by M-Group
For City of Morgan Hill

PROJECT DESCRIPTION AND BACKGROUND

Table 1:
Project Summary

Project Title:	Monterey-Leal: Site Review SR-16-01/Use Permit UP-16-01 & Environmental Assessment EA-16-01
Lead agency name and address:	City of Morgan Hill Community Development Department, 17575 Peak Avenue, Morgan Hill CA 95037
Contact person and phone number:	Andrew Crabtree (408) 778-6480
Project Location:	17420 – 17430 Monterey Road; southeast corner of Monterey Road and East First Street/ (APN: 726-14-030, -029, -031, -026 & -025
Project sponsor's name and address:	Frank Leal of Leal Vineyards 300 Marantha Drive Hollister, CA 95023
General plan description:	Mixed-Use
Zoning:	CBD GF (Central Business District Ground Floor)
Description of project: (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation.)	The project site includes five parcels (1.09 acres) at the southeast corner of Monterey Road and First Street within the Downtown. The site includes two single-story commercial buildings (9,750 & 3,795 square feet). To the rear of the building is a public parking lot with 65 parking spaces spanning between First and Second Streets. The project includes the demolition of the existing building and parking lot. In their place, the project includes the construction of a four-story 67,940 square foot commercial building with restaurant, retail and hotel lobby areas on the first floor and three floors of hotel (60 guestrooms and hotel amenities) area.

Monterey-Leal Hotel Project

	Vehicular access to the site for customers will be from Second Street where patrons would pull up into a circular driveway where hotel staff would valet their vehicle off-site. Utility access is from First Street where the solid waste/recycling and deliveries will be made.
Surrounding land uses and setting; briefly describe the project's surroundings:	The project is located within the City's Downtown. The surrounding properties have similar General Plan land use designations and Zoning classifications. Monterey Road within the Downtown includes one to two-story commercial buildings.
Other public agencies whose approval is required (e.g. permits, financial approval, or participation agreements):	None.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project. Please see the checklist beginning on page 15 for additional information.

☐	Aesthetics	☐	Agriculture and Forestry	☒	Air Quality
☐	Biological Resources	☐	Cultural Resources	☐	Geology/Soils
☐	Greenhouse Gas Emissions	☐	Hazards and Hazardous Materials	☐	Hydrology/Water Quality
☐	Land Use/Planning	☐	Mineral Resources	☒	Noise
☐	Population/Housing	☐	Public Services	☐	Recreation
☐	Transportation/Traffic	☐	Utilities/Service Systems	☐	Mandatory Findings of Significance

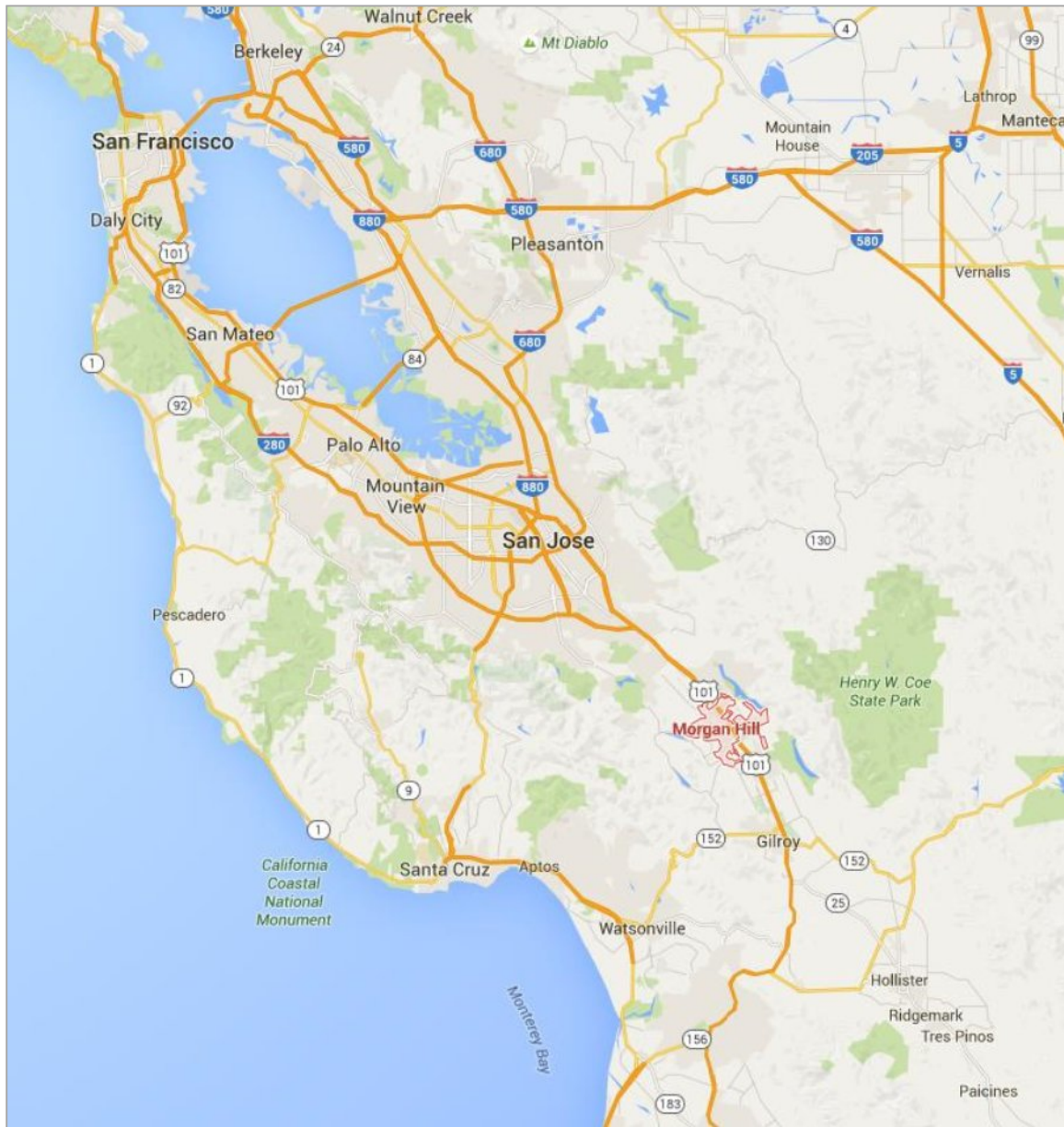
Monterey-Leal Hotel Project

DETERMINATION:

On the basis of this initial evaluation:

☒	No substantial changes have occurred with respect to the circumstances under which the MEIR was certified, or that there is no new available information, which was not known and could have been known at the time the MEIR was certified.
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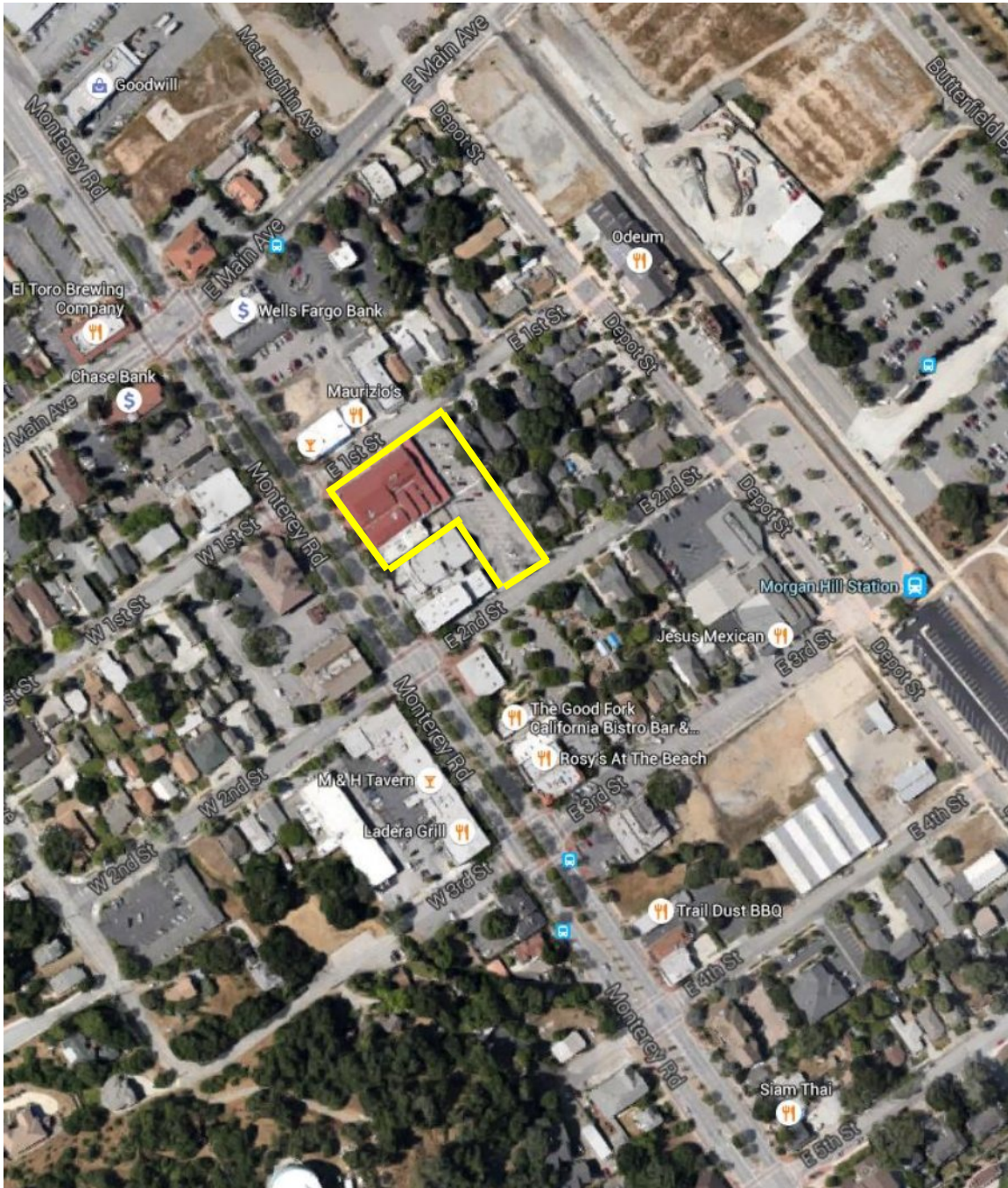
Figure 1:
Regional Map



Source: Google

Monterey-Leal Hotel Project

Figure 2:
Local Vicinity



Source: Google

Monterey-Leal Hotel Project

Figure 3:
Proposed Site Plan



Source: Granada Hotel & Mixed Use KTGy 2016

Monterey-Leal Hotel Project

Figure 4:
Proposed Elevations

Source: Granada Hotel & Mixed Use KTG 2016



Monterey-Leal Hotel Project

Project Description

Location and Existing Setting

The Monterey-Leal Hotel project (project) is located within the City of Morgan Hill (City) in Santa Clara County. The project site is located within the City's Downtown (Figure 2: Local Vicinity) on Monterey Road, approximately 830 feet from the Morgan Hill Caltrain Station. The approximate 1.09 acre site is bordered by Second Street and commercial buildings to the south; Monterey Road to the west; First Street to the north and residential buildings to the east. It is currently designated Mixed Use under the City's General Plan, and zoned as Central Business District—Ground Floor (CBD GF).

Access to the site is currently provided from Monterey Road via two curb cuts (First and Second Streets). The site is comprised of five parcels (APN: 726-14-030, -029, -031, -026 & -025). The site includes two single-story commercial buildings (9,750 & 3,795 square feet). To the rear of the building is a public parking lot with 65 parking spaces spanning between First and Second Streets. The site contains limited biological habitat with no vegetation on-site. The site is well served by existing utilities and public services and is relatively at grade with Monterey Road. Other commercial and residential development are located within Downtown. A new multi-story public parking garage will open in the near future within the vicinity of the site.

Monterey – Leal Hotel Project

The proposed project would demolish the existing on-site structures and surface parking areas and construct a 67,940 square foot, four-story building and ancillary services parking area, hotel customer drop-off areas and landscaped areas. The first floor includes areas for restaurant, bars, retail, the hotel lobby, and service areas to support those spaces. The second floor includes the hotel amenity areas, banquet hall area and service areas to support those spaces. The third floor includes guestrooms and outdoor amenity area and the fourth floor includes guestrooms.

The outdoor green event space, ground level small conference and second floor meeting/banquet rooms will be used for meeting and social events for guests. The pool and outdoor living/ lounge area on third level will be available for guest use only and will be used for meeting break outs, wine and cheese hour and movie projections for guests only. There will be a small prep kitchen to service the meeting spaces, pool decks and outdoor living room/lounge while the main kitchen will service the hotel, restaurant, flower shop, market, wine bar and bar. Room service option will be available.

Table 2:
Project Components

Proposed Component Type	Square Feet
Site Area	47,582
First Floor	20,610
Second Floor	17,825
Third Floor	15,030
Fourth Floor	14,475
<i>Total Gross Floor Area</i>	<i>67,940</i>
Outdoor Amenity/Paseo/Roof Garden Areas	12,596

Monterey-Leal Hotel Project

Proposed Component Type	Square Feet
Private balconies	1,800
<i>Total open space areas</i>	<i>14,396</i>

Source: Granada Hotel & Mixed Use Plans, KTG 2016

Commercial and hotel trash storage will be combined and receptacles will be located within the service yard at the north side of the property. Pick up will be done as needed with a minimum of three times per week. Monday, Wednesday and Friday between 7-8am.

Access and Parking

The project would eliminate one driveway cut and no on-site parking would be provided. There will be a fair amount of deliveries due to the onsite food and beverage operations on site. Deliveries to the hotel, restaurant and Hotel Kitchen will be routed through the service yard along the northwest side of the property off of First Street. Deliveries to the flower shop, market and bar will be routed to yellow zones along Monterey Boulevard in front of building then transferred to commercial spaces. The vehicular access from Second Street is for hotel customers to drop off and have their vehicle valet parked off-site. The site would include multiple entries for pedestrians from the sidewalk along Monterey Road and Second Street.

Site Preparation

The project consists of removal of the existing building and structures, grading and other earthwork to achieve desired elevations.

Project Construction Access

No construction access plan was submitted at this time, however, the project could take access from Monterey Road, First or Second Streets. The applicant would be required to submit a traffic control plan to the City.

Construction haul routes

Leaving the site: North on Monterey to First or Second Streets (East) to Depot (North) to East Main Street (East) to Butterfield Boulevard (South) to East Dunne (East) to Highway 101]

Coming to the site: Highway 101 to East Dunne (West) to Monterey (North) to the site. Based on the grading and demolition plans there would be limited hauling.

Staging

During constructional staging activities will be onsite as much as the site restrictions allows. Contractor will make use to the first level concrete podium construction with staging both above and below the elevated slab. Should off-site staging be required, contractor to plan to work a deal with any empty site immediately adjacent to the site. The application would be required to apply for any applicable encroachment permits, and submit any traffic control plans that may be necessary.

Schedule

Construction would occur entirely in one phase and be completed between 18 months.

Monterey-Leal Hotel Project

Construction Equipment

No construction equipment schedule was submitted at this time, however, typical construction equipment include back-hoe, grader, excavator, dozer, skid steer loader amongst others. Given the small site, it is not expected that larger equipment would be necessary.

Landscaping

There are no on-site trees or vegetation. The project proposes to plant a coast live oak tree in the roundabout where customer vehicles would enter the property. Other plantings include Smoke Tree, Olive, western red-bud, and pomegranate trees. Other various groundcover and flowering shrubs to accent the site are proposed (refer to the project plans).

City's Standard Conditions of Approval

Appropriate City Standard Conditions of Approval are incorporated into projects as conditions of approval regardless of a project's environmental determination. As applicable, the Standard Conditions of Approval are adopted as requirements for an individual project when it is approved by the City and are designed to substantially mitigate environmental effects.

In reviewing project applications, the City determines which Standard Conditions of Approval are applied, based upon zoning district, type of permit/approval required for the project, and specific project characteristics.

The Standard Conditions of Approval incorporate development policies and standards from various adopted plans, policies, and ordinances (such as the Morgan Hill Municipal Code which include ordinances governing tree removals, grading, building, and construction, California Building Code, and Uniform Fire Code, et al.), which have been found to substantially mitigate environmental effects.

Standard and Mitigation Measures

As indicated within the Master EIR, measures that are required by law or are City standard conditions of approval are categorized at "Standard Measures." "Mitigation Measures" are measures that will minimize, avoid, or eliminate a significant impact (CEQA Guideline 15370).

Where applicable standard and mitigation measures are applied to the project.

Project Entitlements

The project would require the following entitlements:

- Site and Architectural Review for project design.
- Conditional Use Permit for the hotel use
- Lot Merger to combine the lots into one.
- Encroachment Permit

Monterey-Leal Hotel Project

Intended Use of Downtown Specific Plan Master EIR

The CEQA Guidelines identify a Master EIR as an alternative to preparing a project EIR, staged EIR, or program EIR for certain projects which will form the basis for later decision making. The Downtown Specific Plan Master EIR (Master EIR) is intended to identify the impacts of the Downtown Specific Plan in order to streamline the later environmental review of projects and approvals required to implement the plan. The Master EIR includes all available information with regard to the kind, size, intensity, and location of subsequent projects envisioned under the Downtown Specific Plan, per CEQA Guidelines Section 15176(b). The Master EIR was certified in November 2009, and subsequent projects consistent with the Downtown Specific Plan (including later site-specific approvals) may rely on the analysis contained in the Master EIR, per CEQA Guidelines Section 15176(d).

At the time subsequent development projects are proposed within the Downtown Specific Plan project area only limited environmental review will be required. Neither a new environmental document, such as an EIR, nor the preparation of EIR findings per CEQA Guidelines Section 15091 shall be required of a subsequent project when the Lead Agency (City of Morgan Hill) determines the following, pursuant to CEQA Guidelines Section 15177(b):

- The subsequent project was described in the Master EIR and, through the preparation of an Initial Study, is not found to cause any additional significant effect on the environment which was not previously examined in the Master EIR.
- On the basis of written findings, no additional significant environmental effect will result from the proposal, no new additional mitigation measures or alternatives may be required and the project is within the scope of the Master EIR.

Since the Master EIR was certified more than five years ago, an additional finding is required by the Lead Agency:

- Finds that no substantial changes have occurred with respect to the circumstances under which the Master EIR was certified or that no new information, which was not known and could not have been known at the time that the Master EIR was certified as complete, has become available.

The checklist of this document will analyze whether the project includes potentially significant impacts and is inconsistent with the MEIR, thus requiring a subsequent environmental document; requires mitigation, which were identified as part of the Master EIR; has a less than significant impact; or no impact.

Downtown Specific Plan Master EIR Assumptions *Development Projections*

The purpose of the development projections is to identify the likely development that might reasonably be assumed to occur by the 2015 and 2030 timeframes in order to provide CEQA clearance for future projects developed consistent with the Specific Plan. The Master EIR, including the water supply assessment and parking analysis for the Master EIR, analyzed the impacts of the implementation of the Downtown Specific Plan based on the identified likely development projections for the Specific Plan project area (Blocks 1-20) shown in Table 2

Monterey-Leal Hotel Project

(Originally 2.1-2 of the Master EIR). The traffic impact analysis was based on an amount of development closer to buildout assumptions for the Specific Plan and assumes a higher redevelopment rate for the planned uses. Both the water supply assessment and the traffic impact assumptions represent conservative analyses of development impacts under the Specific Plan. The Specific Plan provides that the City will monitor actual levels of development over time, in order to ensure that the EIR analysis and mitigation measures, as adopted, remain valid for subsequent projects. It also provides for an update of the analysis, as may be required.

Projections through 2015

As shown in Table 2.1-2, the City's development projections for 2015 include approximately 21,221 square feet of new retail space, 850 residential units, and 30,157 square feet of office space within the Downtown Specific Plan project area. The projected retail development assumes replacement of approximately 38,900 square feet of existing retail space.

For the purposes of the Master EIR, development projections through 2015 would result in an increase of 21,221 square feet of retail space, 850 residential units, and 30,157 square feet of office space.

Projections 2015 to 2030

The development projections from 2015 to 2030 include approximately 72,269 square feet of additional retail space, 55,434 square feet of new office space and 342 additional new residential units within the Specific Plan project area.

Projections through 2030

The proposed Specific Plan project, including Blocks 19 and 20 and the intensification of the CC-R district, would result in a net increase of 93,490 square feet of retail space, 1,192 residential units, and 85,591 square feet of office space.

Table 2:
Development Projections

Land Use	Existing Development ¹	Development by 2015		Development by 2030	
		Net New	Total	Net New	Total
Retail	213,365 s.f.	21,221 s.f. ²	234,586 s.f.	93,490 s.f.	306,855 s.f.
Residential	201 DU	850 DU	1,051 DU	1,192 DU	1,393 DU
Office/Service	122,248 s.f.	30,157 s.f.	152,405 s.f.	85,591 s.f.	207,839 s.f.

Notes: DU = dwelling units, s.f. = square feet

¹Blocks 1-20 excluding public facilities (including schools, Community and Cultural Center, churches, social halls) and industrial.

²38,900 s.f. of retail development to be replaced on Blocks 2-4.

Actual development

To date within the Downtown Specific Plan area, approved there would be approximately 12,180 square feet of net additional commercial or office square footage. That number totaled with this project the amount of commercial square footage would be 66,872 and therefore to date,

Monterey-Leal Hotel Project

development has been within the projections described in the Master EIR. The Master EIR anticipated the extension of Butterfield Boulevard to Monterey Road, which is now complete.

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CEQA Environmental Checklist

This checklist identifies physical, biological, social and economic factors that might be affected by the proposed project. In many cases, background studies performed in connection with the projects indicate no impacts. A NO IMPACT answer in the last column reflects this determination. Where there is a need for clarifying discussion, the discussion is included either following the applicable section of the checklist or is within the body of the environmental document itself. The words "significant" and "significance" used throughout the following checklist are related to CEQA, not NEPA, impacts. The questions in this form are intended to encourage the thoughtful assessment of impacts and do not represent thresholds of significance.

I. AESTHETICS: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Have a substantial adverse effect on a scenic vista	☐	☐	☒	☐
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway	☐	☐	☒	☐
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☒	☐
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

As proposed, the project includes a four-story commercial building that would include retail space on the first floor, on the second floor includes amenities for hotel guests and banquet facilities, and guestrooms for a hotel are located on the upper floors. The project continues the traditional rhythm of development and include a height that is appropriate for hospitality uses. The first floor includes a restaurant with outdoor patio space. A paseo from Monterey Road leads to the lobby of the hotel.

The second floor includes an outdoor amenity area with a swimming pool. Landscaping is integrated on the ground and in areas that are open to the sky within the building. In the roundabout area, an oak tree will be planted.

The architecture of the building would complement the downtown since the building uses wood, brick veneer, stucco and colors that are used in other buildings and suggested in the Downtown Specific Plan guidelines. While the building is taller than the surrounding buildings, as required by the Downtown Specific Plan design guidelines, the upper floor is stepped back. Elevations are articulated and provide the appropriate proportions for commercial on the first floor.

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II. AGRICULTURE AND FOREST RESOURCES: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

The project site is completely developed and includes no agricultural resources and is not subject to any Williamson Act contract. The project site settings have not changed since the certification of the Downtown Specific Plan Master EIR and therefore there is no impact to agricultural resources.

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III. AIR QUALITY: Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☒	☐	☐
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non- attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	☐	☐	☒	☐
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☒	☐	☐
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☒	☐

The project is within the development projections outlined in the Downtown Specific Plan and its Master EIR. As identified within the Master EIR, future projects would need to implement standard measures to ensure temporary construction activities do not have a significant impact.

SM AQ-1: In accordance with the City of Morgan Hill Standard Conditions of approval, a management plan detailing strategies for control of dust during construction of the project shall be included on all site development and grading plans. The intent of this condition is to minimize construction related disturbance of residents of the nearby or adjacent properties. [MHMC 18.48.005]

MM AQ-5.1: The Bay Area Air Quality Management District (BAAQMD) has prepared a list of feasible demolition and construction dust control measures required to reduce construction impacts to a less than significant level. The following construction practices shall be incorporated into dust mitigation plans implemented during demolition and construction phases of proposed development in the Specific Plan project area to reduce dust and exhaust emissions:

- Water active demolition areas to control dust generation during demolition of structures and break up of pavement.
- Cover all trucks hauling demolition debris from the site.
- Use dust proof chutes to load debris into trucks whenever feasible.
- Water all active construction areas at least twice daily.
- Water or cover stockpiles of debris, soil, sand, or other materials that can be blown by the wind.
- Cover all trucks hauling soil, sand, and other loose materials, or require all trucks to maintain at least two feet of freeboard.

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- Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
- Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites.
- Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.
- Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).
- Enclose, cover, water twice daily, or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.).
- Limit traffic speeds on unpaved roads to 15 miles per hour.
- Install sandbags or other erosion control measures to prevent silt runoff to public roadways.
- Replant vegetation in disturbed areas as quickly as possible.

AM AQ-5.1: The following additional measures recommended by the BAAQMD to reduce engine exhaust emissions:

- Use alternative fueled construction equipment, when feasible.
- Minimize idling time (five minutes maximum).
- Maintain properly tuned equipment.
- Limit the hours of operation of heavy equipment and/or the amount of equipment in use.

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IV. BIOLOGICAL RESOURCES: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☒	☐
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	☐	☐	☒	☐
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☒	☐
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

The project site does not contain habitat for burrowing owls, and there is no on-site vegetation, however, there are mature trees off site that may be impacted construction of the project. The implementation of Master EIR standard measures would reduce any potential significant impact to a less than significant level.

Standard Measures: In accordance with City of Morgan Hill Municipal Code, standard significant tree removal ordinance procedures and the proposed Specific Plan design guidelines, development in the project area would be subject to the following standard measures at the time of development.

SM BIO-4: Prior to site development, the applicant shall retain the services of a certified arborist to assess all trees that may be impacted by the proposed project. The arborist will conduct a tree assessment and submit a report to the City detailing all trees subject to the *Chapter 12.32 Restrictions On Removal Of Significant Trees*. The report will include:

- Tree species and common name.

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- Size (dbh) and approximate height of tree(s).
- Current health of the tree including at a minimum: bark, foliage, structure/integrity, and roots.
- Evaluation of current health and potential impacts to future health. Recommendations for protection or removal of tree (if removal of tree is recommended, provide justification).
- Proposed mitigation and protection measures.

SM BIO-5: Native trees shall be planted to replace native trees removed unless practical reasons preclude this option, as determined by the Community Development Director. [MHMC 12.32.080(A)]

SM BIO-6: Prior to the removal of any tree or community of trees on any city or private property in the Specific Plan project area a tree removal permit would be required from the Community Development Director which would include a description of the tree replacement program and identify any additional conditions imposed by the City. Alternatively, the City's ordinance section 12.32.070(B) allows the Community Development Director to grant a tree cutting permit where utilization of the property is of greater public value than the environmental degradation caused by the action. Tree removal may also occur without a permit if the removal will take place in accordance with an approved landscape plan. [MHMC 12.32.030, 12.32.040, 12.32.060]

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V. CULTURAL RESOURCES: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☒	☐
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	☐	☐	☒	☐
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☒	☐
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☒	☐

The project includes some grading and excavation to support the construction of the project. The project will implement standard measures that would reduce potential impacts to cultural resources to a less than significant impact.

Standard Measures: In accordance with the City of Morgan Hill Municipal Code Chapter 18.75, proposals for the development or redevelopment of a site identified as archaeologically sensitive by the City's adopted archaeological sensitivity map shall be subject to the following review process and standard conditions of project approval:

SM CULT-2: If the project is not located within or adjacent to a known archaeological site, but is located within the mapped archaeologically sensitive area as adopted by the City, then the project applicant has the option to either have an archaeological survey be completed for the site to determine what, if any, conditions of approval will be required as mitigation measures; or agree to comply with the following standard conditions of approval, which shall be conclusively deemed to reduce potentially significant impacts on archaeological resources to a less than significant level (no archaeological resources report is required as part of any CEQA review of the project as long as the applicant accepts these conditions and incorporates them into the project):

- An archaeologist shall be present on-site to monitor all ground-disturbing activities. Where historical or archaeological artifacts are found, work in areas where remains or artifacts are found will be restricted or stopped until proper protocols are met, as described below:

- Work at the location of the find will halt immediately within thirty feet of the find. If an archaeologist is not present at the time of the discovery, the applicant shall contact an archaeologist for evaluation of the find to determine whether it qualifies as a unique archaeological resource as defined by this chapter;
- If the find is determined not to be a Unique Archaeological Resource, construction can continue. The archaeologist will prepare a brief informal memo/letter that describes and assesses the significance of the resource, including a discussion of the methods used to determine significance for the find;

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- If the find appears significant and to qualify as a unique archaeological resource, the archaeologist will determine if the resource can be avoided and will detail avoidance procedures in a formal memo/letter; and
- If the resource cannot be avoided, the archaeologist shall develop within forty-eight hours an action plan to avoid or minimize impacts. The field crew shall not proceed until the action plan is approved by the community development director. The action plan shall be in conformance with California Public Resources Code 21083.2.

SM CULT-3: All development projects located within an archaeological sensitivity area and/or containing known archaeological resources on-site shall also be subject to the following measures as standard conditions of project approval:

- This project may adversely impact undocumented human remains or unintentionally discover significant historic or archaeological materials. The following policies and procedures for treatment and disposition of inadvertently discovered human remains or archaeological materials shall apply. If human remains are discovered, it is probable they are the remains of Native Americans.
- If human remains are encountered they shall be treated with dignity and respect as due to them. Discovery of Native American remains is a very sensitive issue and serious concern. Information about such a discovery shall be held in confidence by all project personnel on a need to know basis. The rights of Native Americans to practice ceremonial observances on sites, in labs and around artifacts shall be upheld.
- Remains should not be held by human hands. Surgical gloves should be worn if remains need to be handled.
- Surgical mask should also be worn to prevent exposure to pathogens that may be associated with the remains.
- In the event that known or suspected Native American remains are encountered or significant historic or archaeological materials are discovered, ground-disturbing activities shall be immediately stopped. Examples of significant historic or archaeological materials include, but are not limited to, concentrations of historic artifacts (e.g., bottles, ceramics) or prehistoric artifacts (chipped chert or obsidian, arrow points, groundstone mortars and pestles), culturally altered ash-stained midden soils associated with pre-contact Native American habitation sites, concentrations of fire-altered rock and/or burned or charred organic materials, and historic structure remains such as stone-lined building foundations, wells or privy pits. Ground-disturbing project activities may continue in other areas that are outside the exclusion zone as defined below.
- An "exclusion zone" where unauthorized equipment and personnel are not permitted shall be established (e.g., taped off) around the discovery area plus a reasonable buffer zone by the Contractor Foreman or authorized representative, or party who made the discovery and initiated these protocols, or if on-site at the time of discovery, by the Monitoring Archaeologist (typically 25-50ft for single burial or archaeological find).
- The exclusion zone shall be secured (e.g., 24 hour surveillance) as directed by the City or County if considered prudent to avoid further disturbances.
- The Contractor Foreman or authorized representative, or party who made the discovery and initiated these protocols shall be responsible for immediately contacting by telephone the parties listed below to report the find and initiate the consultation process for treatment and disposition:
 - The City of Morgan Hill Community Development Director

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- The Contractor's Point(s) of Contact
- The Coroner of the County of Santa Clara (if human remains found)
- The Native American Heritage Commission (NAHC) in Sacramento
- The Amah Mutsun Tribal Band
- The Coroner has two working days to examine the remains after being notified of the discovery. If the remains are Native American the Coroner has 24 hours to notify the NAHC.
- The NAHC is responsible for identifying and immediately notifying the Most Likely Descendant (MLD) from the Amah Mutsun Tribal Band. (Note: NAHC policy holds that the Native American Monitor will not be designated the MLD.)
- Within 24 hours of their notification by the NAHC, the MLD will be granted permission to inspect the discovery site if they so choose.
- Within 24 hours of their notification by the NAHC, the MLD may recommend to the City's community development director the recommended means for treating or disposing, with appropriate dignity, the human remains and any associated grave goods. The recommendation may include the scientific removal and non-destructive or destructive analysis of human remains and items associated with Native American burials. Only those osteological analyses or DNA analyses recommended by the Amah Mutsun Tribal Band may be considered and carried out.
- If the MLD recommendation is rejected by the City of Morgan Hill the parties will attempt to mediate the disagreement with the NAHC. If mediation fails then the remains and all associated grave offerings shall be reburied with appropriate dignity on the property in a location not subject to further subsurface disturbance.

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VI. GEOLOGY AND SOILS: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	☐	☐	☒	☐
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42?	☐	☐	☒	☐
ii) Strong seismic ground shaking?	☐	☐	☒	☐
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
iv) Landslides?	☐	☐	☒	☐
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☒	☐
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☒	☐
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	☐	☐	☒	☐

The project will implement the standard measures implied in the Master EIR. With the implementation of these measures, the project would have a less than significant impact.

Standard Measures: In accordance with the City of Morgan Hill standards, development in the Specific Plan project area shall implement the following measures to reduce and/or avoid soil hazards and substantial erosion impacts:

SM GEO-1: Prior to issuance of site development permits, the applicant shall provide two copies of a soils (geotechnical) engineering report prepared by a registered civil (geotechnical) engineer to the City of Morgan Hill Building Division for review and approval. The report shall include data regarding the nature, distribution and strength of existing soils, conclusions and recommendations for grading criteria for corrective measures, and opinion on adequacy for the intended use of sites to be developed by the proposed grading as affected by soils engineering factors, including the stability of slopes, per Uniform Building Code (UBC) Appendix Chapter 70.

Monterey-Leal Hotel Project

The report shall also include soil classification and foundation investigation as required by UBC Chapter 29 (UBC Appendix Chapter 33).

SM GEO-2: The project shall implement standard grading and best management practices, including but not limited to, street sweeping, fiber rolls, inlet protection, stockpile covering or watering, covering of trucks, and/or replanting of vegetation, to prevent substantial erosion and siltation during development of the site.

Monterey-Leal Hotel Project

VII. GREENHOUSE GAS EMISSIONS: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	☐	☐	☒	☐

The project is within the development projections identified within the Downtown Specific Plan and the Master EIR. Therefore, the impact would continue to be a less than significant.

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VIII. HAZARDS AND HAZARDOUS MATERIALS: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☒	☐
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☒	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☒	☐
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☒	☐
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☒	☐

The existing building on-site was constructed in 1950 and therefore may contain lead-based paint, and asbestos containing materials (ACMs). Implementation of standard measures identified in the Master EIR would reduce the potential impact to less than significant.

Standard Measures: Development in the Specific Plan area is required to conform to the following regulatory programs to reduce impacts due to the presence of ACMs and/or lead-based paint to a less than significant level:

SM HM-1: As appropriate, a lead survey of painted surfaces and soil around buildings on parcels proposed for redevelopment shall be performed prior to demolition. Requirements outlined by Cal/OSHA Lead in Construction Standard, Title 8, CCR 1532.1 would be followed during demolition activities, including employee training, employee air monitoring and dust control. Any debris or

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soil containing lead-based paint or coatings would be disposed of at landfills that meet acceptance criteria for the waste being disposed.

SM HM-2: All potentially friable ACMs shall be removed in accordance with the NESHAP guidelines prior to building demolition or renovation that may disturb the materials. All demolition activities shall be undertaken in accordance with OSHA standards contained in Title 8 of the CCR, Section 1529, to protect workers from exposure to asbestos. Specific measures could include air monitoring during demolition and the use of vacuum extraction for asbestos-containing materials.

SM HM-3: A registered asbestos abatement contractor shall be retained to remove and dispose of ACMs identified in the asbestos survey performed for the site in accordance with the standards stated above.

SM HM-4: Materials containing more than one (1) percent asbestos are also subject to Bay Area Air Quality Management District (BAAQMD) regulations. Removal of materials containing more than one (1) percent asbestos shall be completed in accordance with BAAQMD requirements.

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IX. HYDROLOGY AND WATER QUALITY: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☒	☐
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☒	☐
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	☐	☐	☒	☐
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☒	☐
f) Otherwise substantially degrade water quality?	☐	☐	☒	☐
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☒	☐
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	☐	☐	☒	☐
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☒	☐
j) Inundation by seiche, tsunami, or mudflow	☐	☐	☒	☐

The project is subject to the City's water quality regulations. The project includes a storm water management plan to address storm water runoff. The project is within the development projections identified in the Downtown Specific Plan and Master EIR. The implementation of the applicable standard measures will ensure that any potential impacts are reduced to a level of less than significant.

Drainage

Monterey-Leal Hotel Project

Standard Measures: In accordance with City of Morgan Hill standards, development in the Specific Plan area shall implement the following measures to avoid impacts to the City's storm drainage system.

SM HYDRO-1: In accordance with Morgan Hill Municipal Code Chapter 17.32, Improvement and Improvement Agreements, a complete storm drainage study of the proposed development must be submitted showing amount of runoff, and existing and proposed drainage structure capacities. This study shall be subject to review and approval by the Director of Public Works. All needed improvements will be made by the applicant. No overloading of the existing system will be permitted.

SM HYDRO-2: In accordance with Morgan Hill Municipal Code Chapter 17.32, Improvement and Improvement Agreements, the applicant of development proposed under the Specific Plan shall cause the design and construction to be undertaken for a storm drainage collection system shown on the tentative map or site development plan. All storm drain improvements shall be constructed to the satisfaction of the Director of Public Works.

SM HYDRO-3: In accordance with Morgan Hill Municipal Code Chapter 17.32, Improvements and Improvement Agreements, proposed collection system in the project area shall be designed to be capable of handling runoff without local flooding. On-site detention facilities shall be designed to a 25-year storm capacity; whereas, on-site retention facilities shall be designed to a 100-year storm capacity. Off-site detention and retention facilities may also be proposed, and are subject to the approval of the Director of Public Works. Items of construction shall include, but not be limited to installation of storm line extensions and surface and subsurface storm drain facilities, manholes with manhole frames and covers, catch basins and laterals.

SM HYDRO-4: Future development will be required to pay the City of Morgan Hill Storm Drainage Impact fee in accordance with Chapter 3.56 of the Morgan Hill Municipal Code. The fees established by this chapter are based on the costs required for new facilities and other capital acquisition costs to serve new development.

Flooding

Standard Measures: In accordance with City of Morgan Hill standards, development in the Specific Plan area shall implement the following measures to reduce and/or avoid flooding impacts:

SM HYDRO-5: Development in the project area shall comply with Morgan Hill Municipal Code Chapter 18.42, the Flood Damage Prevention Ordinance, which requires new residential construction to elevate habitable spaces one foot above anticipated flood levels, non-residential construction to be flood proofed, and subgrade floors to withstand hydrostatic flood forces.

SM HYDRO-6: Development proposed in the project area would prepare and submit a Storm Drainage Study to the Director of Public Works for review and approval. The study would include calculations to determine detention and operations and demonstrate how the runoff rate from the proposed development would be less than or equal to existing conditions, or how off-site facilities would be used.

Water Quality

Monterey-Leal Hotel Project

Standard Measures: In accordance with City of Morgan Hill standards, development in the Specific Plan area shall implement the following measure to avoid construction phase and post-construction water quality impacts:

SM HYDRO-7: Prior to final map approval or issuance of a grading permit the applicant shall complete the following to the satisfaction of the Director of Public Works.

- Storm drain calculations to determine detention pond sizing and operations.
- Plan describing how material excavated during construction will be controlled to prevent this material from entering the storm drain system.
- Water Pollution Control Drawings (WPCD) for Sediment and Erosion Control.

SM HYDRO-8: As required by the State Water Resources Control Board (SWRCB) Order No. 99-08-DWQ, construction activity resulting in a land disturbance of one (1) acre or more of soil, or whose projects are part of a larger common plan of development that in total disturbs more than one (1) acre, are required to obtain coverage under the National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002 for Discharges of Storm Water Associated with Construction Activity (General Permit). To be permitted with the SWRCB under the General Permit, owners must file a complete Notice of Intent (NOI) package and develop a Storm Water Pollution Prevention Plan (SWPPP) Manual in accordance with Section A, B, and C of the General Permit prior to the commencement of soil disturbing activities. A NOI Receipt Letter assigning a Waste Discharger Identification (WDID) number to the construction site will be issued after the SWRCB receives a complete NOI package (original signed NOI application, vicinity map, and permit fee); copies of the NOI Receipt Letter and SWPPP shall be forwarded to the Building and Public Works Department review. SWPPP shall be made a part of the improvement plans.

Monterey-Leal Hotel Project

X. LAND USE AND PLANNING: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☒	☐

The project is consistent with the Downtown Specific Plan development standards. Future operators of the restaurants may want to provide a full range of alcoholic beverage service. That request would require the approval of a Conditional Use Permit from the City's Planning Commission.

The project proposes commercial uses within the Downtown area, which is consistent with the Specific Plan. The project would continue to be consistent with the Design Guidelines of the Downtown Specific Plan, including constructing service areas away from public view.

Monterey-Leal Hotel Project

XI. MINERAL RESOURCES: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

The site setting has not changed since the certification of the Master EIR and therefore there would be no impact.

Monterey-Leal Hotel Project

XII. NOISE: Would the project result in:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☒	☐	☐
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☒	☐
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☒	☐	☐
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

The project proposes commercial development with no residential uses on-site, while there are adjacent uses that are residential. There may be temporary noise impacts associated with construction activities. As identified in the Master EIR, construction projects with a duration of less than a year typically do not have significant impacts, however, projects with construction exceeding one year may have significant impacts unless mitigation is implemented. The project is a project with a longer construction duration that fits the description identified in the Master EIR. The implementation of standard measures and construction mitigation measures would ensure that impacts are less than significant.

Standard Measures: The following standard measure will reduce potential construction related noise impacts to nearby sensitive receptors:

SM NV-2: Construction activities shall be limited to the hours between 7:00 a.m. and 8:00 p.m., Monday through Friday, and between the hours of 9:00 a.m. and 6:00 p.m. on Saturdays. No construction activities should occur on Sundays or federal holidays (Consistent with Section 8.28.040 of the Morgan Hill Municipal Code).

Construction Noise *Mitigation Measures*

Monterey-Leal Hotel Project

MM NV-5.1: The following mitigation measures shall be implemented, as conditions of approval, in addition to construction hour limitations in the Morgan Hill Municipal Code, to reduce potential construction related noise impacts to nearby sensitive receptors:

- Equip all internal combustion engine driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- Locate stationary noise generating equipment (e.g. rock crushers, compressors) as far as possible from adjacent residential receivers.
- Acoustically shield stationary equipment located near residential receivers with temporary noise barriers or recycled demolition materials.
- Utilize “quiet” air compressors and other stationery noise sources where technology exists.
- The contractor shall prepare a detailed construction plan identifying the schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land uses so that construction activities can be scheduled to minimize noise disturbance.
- Designate a “disturbance coordinator” who would be responsible for responding to any complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g., bad muffler, etc.) and would require that reasonable measures be implemented to correct the problem.

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XIII. POPULATION AND HOUSING: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☒	☐
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☒	☐

The Master EIR identified that by 2030, the Specific Plan area would include an additional 1,192 residential units and 1,577 additional employees.

The project proposes the construction of a four-story commercial and hotel building totaling 67,940 square feet, which is a net of 58,190 square feet. Approximately 8,481 square feet is for restaurant area, 6,197 square feet is for the commercial area and 36,427 square feet is for the hotel area. Circulation and common areas were excluded. Based on square footage and the US Green Building Council for employees per square foot¹, the proposed restaurant uses would employ 63 people, the commercial areas would employ 11 people and the hotel would employ 32 people. No residential units are proposed. The total for this project (106 employees) and other approved projects (100 employees) are within the employment projections and therefore the project would have less than significant impact.

¹ USGBC. Building Area per Employee by Business Type.

https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&uact=8&ved=0ahUKEwi88t6Pu7vJAhVBzWMKHTchCFEQFggdMAA&url=http%3A%2F%2Fwww.usgbc.org%2FDocs%2FArchive%2FGeneral%2FDocs4111.pdf&usq=AFQjCNHi969PWIS_W0NeeCtN39LBjtcoqA Accessed: December 1, 2015

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XIV. PUBLIC SERVICES:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:	☐	☐	☒	☐
Fire protection?	☐	☐	☒	☐
Police protection?	☐	☐	☒	☐
Schools?	☐	☐	☒	☐
Parks?	☐	☐	☐	☒
Other public facilities?	☐	☐	☒	☐

The project is within the Development Projections identified in the Downtown Specific Plan and the Master EIR.

Implementation of standard measures identified in the Master EIR will ensure that the project has a less than significant impact.

Fire Protection

Standard Measures: In accordance with City of Morgan Hill standard conditions, development in the Specific Plan project area shall implement the following measures:

SM PS-1: Development and roadway modifications proposed under the Specific Plan will be subject to SCCFD review to ensure building compliance with the Uniform Fire Code and roadway widths/configurations allow for fire truck access to buildings and adequate response times to the project area.

Schools

Standard Measures: In accordance with City of Morgan Hill standards, development in the Specific Plan area shall implement the following measures to avoid impacts to the Morgan Hill Unified School District.

SM PS-2: State Law (Government Code Section 65996) specifies an acceptable method of offsetting a project's effect on the adequacy of school facilities is payment of a school impact fee prior to issuance of a building permit. The school impact fees implementation of measures specified in Government Code 65996 would be used to offset project-related increases in student

Monterey-Leal Hotel Project

enrollment. Residential development proposed under the Specific Plan would be required to comply with the school impact fee requirements of the Morgan Hill Unified School District.

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XV. RECREATION:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

The project includes the construction and operation of commercial buildings. No residential development is included with the project. Therefore, there would be no impacts to recreation.

Monterey-Leal Hotel Project

XVI. TRANSPORTATION/TRAFFIC: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☒	☐	☐
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☒	☐
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
e) Result in inadequate emergency access?	☐	☐	☒	☐
f) Conflict with adopted policies, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☒	☐

The project is within the Downtown Specific Plan and Master EIR development projections. The Master EIR identified Significant and unavoidable impacts for transportation. The City of Morgan Hill continues to monitor traffic conditions at Main Avenue and Depot Street (MM TRANS-5.1/MM TRANS-5a.1), Main Avenue and Hale Avenue (MM TRANS-6a.1) and Main Avenue and Butterfield Boulevard (MM TRANS-8a.1) as specified in the Master EIR.

The Specific Plan does not require parking commercial uses. While parking spaces will be eliminated on-site, the project proposes valet parking for customers and having employees park away from the site. The project also proposes that employees travel by bicycle. The City recently completed a Downtown Parking study that identified available parking, future demand and peak parking periods throughout the week. Within the vicinity there is available parking on street and off-street. The City's public parking garage will open soon providing 271 stalls for the downtown area. The project indicates receiver sites for the valet parking program.

In addition, the project is within a quarter-mile of the Morgan Hill Caltrain Station. In accordance with CEQA Section 21099 (adopted subsequent to the certification of the Master EIR), projects within a transit area will not have significant impacts to aesthetics and parking.

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XVII. UTILITIES AND SERVICE SYSTEMS: Would the project:	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☒	☐
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☒	☐
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	☐	☐	☒	☐
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☒	☐
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☒	☐

The project is within the development projections outlined in the Downtown Specific Plan and Master EIR. The implementation of standard measures will ensure that the project would have less than significant impacts.

Storm Drainage System

Specific Plan area shall implement the following measures to avoid impacts to the City's storm drainage system.

Standard Measures: In accordance with City of Morgan Hill standards, development in the Specific Plan area shall implement the following measures to avoid impacts to the City's storm drainage system.

SM UTIL-3: In accordance with Morgan Hill Municipal Code Chapter 17.32, a complete storm drainage study of the proposed development must be submitted showing amount of runoff, and existing and proposed drainage structure capacities. This study shall be subject to review and approval by the Director of Public Works. All needed improvements will be made by the applicant. No overloading of the existing system will be permitted.

Monterey-Leal Hotel Project

SM UTIL-4: In accordance with Morgan Hill Municipal Code Chapter 17.32, the applicant for development proposed under the Specific Plan shall cause the design and construction to be undertaken for a storm drainage collection system shown on the tentative map or site development plan. All storm drain improvements shall be constructed to the satisfaction of the Director of Public Works.

SM UTIL-5: In accordance with Morgan Hill Municipal Code Chapter 17.32, proposed collection system systems in the project area shall be designed to be capable of handling a 10-year storm without local flooding. On-site detention facilities shall be designed to a 25-year storm capacity; whereas, on-site retention facilities shall be designed to a 100-year storm capacity. Off-site detention and retention facilities may also be proposed, and are subject to the approval of the Director of Public Works. Items of construction shall include, but not be limited to Installation of storm line extensions and surface and subsurface storm drain facilities, manholes with manhole frames and covers, catch basins and laterals.

Monterey-Leal Hotel Project

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact and Inconsistent with MEIR	Less Than Significant with Mitigation identified in the MEIR	Less Than Significant Impact Consistent with MEIR	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☒	☐
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

The project proposed development is within the development projections identified in the Downtown Specific Plan and Master EIR. The project site is completely developed. The project is within an area that includes existing infrastructure. The City of Morgan Hill will continue to implement the City's Capital Improvement Program, Water Master Plan and Sanitary Sewer Master Plan.

Furthermore, the project is subject to standard measures and mitigation measures contained herein that would reduce impacts to less than significant.

ATTACHMENT 2

AIR QUALITY AND GREENHOUSE GAS MODELING RESULTS

Granada Hotel - Approved Project - Bay Area AQMD Air District, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Granada Hotel - Approved Project
Bay Area AQMD Air District, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Hotel	60.00	Room	1.09	67,940.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	64
Climate Zone	4			Operational Year	2024
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MWhr)	203.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

- Project Characteristics -
- Land Use - Lot acreage and square footage updated to match site plan.
- Construction Phase - Architectural coating phase adjusted to occur simulatenously with building construction phase.
- Demolition -
- Off-road Equipment -
- Off-road Equipment -
- Off-road Equipment -
- Trips and VMT -
- Off-road Equipment -
- Off-road Equipment -
- Off-road Equipment -

Granada Hotel - Approved Project - Bay Area AQMD Air District, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	200.00
tblLandUse	LandUseSquareFeet	87,120.00	67,940.00
tblLandUse	LotAcreage	2.00	1.09

2.0 Emissions Summary

Granada Hotel - Approved Project - Bay Area AQMD Air District, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.3771	1.1642	1.2788	2.4600e-003	0.0550	0.0511	0.1061	0.0184	0.0491	0.0675	0.0000	209.8500	209.8500	0.0326	2.9800e-003	211.5530
2024	0.1785	0.3974	0.4733	9.2000e-004	0.0109	0.0160	0.0269	2.9400e-003	0.0156	0.0185	0.0000	77.6041	77.6041	0.0101	1.1400e-003	78.1944
Maximum	0.3771	1.1642	1.2788	2.4600e-003	0.0550	0.0511	0.1061	0.0184	0.0491	0.0675	0.0000	209.8500	209.8500	0.0326	2.9800e-003	211.5530

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.3771	1.1642	1.2788	2.4600e-003	0.0550	0.0511	0.1061	0.0184	0.0491	0.0675	0.0000	209.8498	209.8498	0.0326	2.9800e-003	211.5528
2024	0.1785	0.3974	0.4733	9.2000e-004	0.0109	0.0160	0.0269	2.9400e-003	0.0156	0.0185	0.0000	77.6040	77.6040	0.0101	1.1400e-003	78.1943
Maximum	0.3771	1.1642	1.2788	2.4600e-003	0.0550	0.0511	0.1061	0.0184	0.0491	0.0675	0.0000	209.8498	209.8498	0.0326	2.9800e-003	211.5528

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	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	5-1-2023	7-31-2023	0.5060	0.5060
2	8-1-2023	10-31-2023	0.6216	0.6216
3	11-1-2023	1-31-2024	0.6130	0.6130
4	2-1-2024	4-30-2024	0.3737	0.3737
		Highest	0.6216	0.6216

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3008	0.0000	5.5000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.0700e-003	1.0700e-003	0.0000	0.0000	1.1400e-003
Energy	0.0161	0.1462	0.1228	8.8000e-004		0.0111	0.0111		0.0111	0.0111	0.0000	205.7142	205.7142	0.0106	3.8300e-003	207.1202
Mobile	0.1841	0.1943	1.6104	3.1500e-003	0.3358	2.3900e-003	0.3382	0.0897	2.2300e-003	0.0919	0.0000	295.9026	295.9026	0.0213	0.0151	300.9271
Waste						0.0000	0.0000		0.0000	0.0000	6.6683	0.0000	6.6683	0.3941	0.0000	16.5203
Water						0.0000	0.0000		0.0000	0.0000	0.4829	0.8168	1.2996	0.0497	1.1900e-003	2.8965
Total	0.5010	0.3406	1.7338	4.0300e-003	0.3358	0.0135	0.3493	0.0897	0.0133	0.1030	7.1511	502.4346	509.5857	0.4757	0.0201	527.4653

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2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3008	0.0000	5.5000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.0700e-003	1.0700e-003	0.0000	0.0000	1.1400e-003
Energy	0.0161	0.1462	0.1228	8.8000e-004		0.0111	0.0111		0.0111	0.0111	0.0000	205.7142	205.7142	0.0106	3.8300e-003	207.1202
Mobile	0.1841	0.1943	1.6104	3.1500e-003	0.3358	2.3900e-003	0.3382	0.0897	2.2300e-003	0.0919	0.0000	295.9026	295.9026	0.0213	0.0151	300.9271
Waste						0.0000	0.0000		0.0000	0.0000	6.6683	0.0000	6.6683	0.3941	0.0000	16.5203
Water						0.0000	0.0000		0.0000	0.0000	0.4829	0.8168	1.2996	0.0497	1.1900e-003	2.8965
Total	0.5010	0.3406	1.7338	4.0300e-003	0.3358	0.0135	0.3493	0.0897	0.0133	0.1030	7.1511	502.4346	509.5857	0.4757	0.0201	527.4653

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	5/1/2023	5/26/2023	5	20	
2	Site Preparation	Site Preparation	5/27/2023	5/30/2023	5	2	
3	Grading	Grading	5/31/2023	6/5/2023	5	4	

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4	Paving	Paving	6/6/2023	6/19/2023	5	10
5	Building Construction	Building Construction	6/20/2023	3/25/2024	5	200
6	Architectural Coating	Architectural Coating	7/4/2023	4/8/2024	5	200

Acres of Grading (Site Preparation Phase): 1.88**Acres of Grading (Grading Phase): 4****Acres of Paving: 0****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 101,910; Non-Residential Outdoor: 33,970; Striped Parking Area: 0 (Architectural Coating – sqft)****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Cranes	0		231	0.29
Paving	Forklifts	0		89	0.20
Paving	Generator Sets	0		84	0.74
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37

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Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Paving	Welders	0		46	0.45
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	61.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	29.00	11.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					6.6200e-003	0.0000	6.6200e-003	1.0000e-003	0.0000	1.0000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0147	0.1432	0.1346	2.4000e-004		6.7700e-003	6.7700e-003		6.3300e-003	6.3300e-003	0.0000	21.0866	21.0866	5.3500e-003	0.0000	21.2202
Total	0.0147	0.1432	0.1346	2.4000e-004	6.6200e-003	6.7700e-003	0.0134	1.0000e-003	6.3300e-003	7.3300e-003	0.0000	21.0866	21.0866	5.3500e-003	0.0000	21.2202

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	6.0000e-005	4.1400e-003	9.7000e-004	2.0000e-005	5.2000e-004	3.0000e-005	5.5000e-004	1.4000e-004	3.0000e-005	1.7000e-004	0.0000	1.8202	1.8202	6.0000e-005	2.9000e-004	1.9077
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.3000e-004	2.3000e-004	2.8800e-003	1.0000e-005	1.0300e-003	1.0000e-005	1.0300e-003	2.7000e-004	0.0000	2.8000e-004	0.0000	0.8051	0.8051	2.0000e-005	2.0000e-005	0.8123
Total	3.9000e-004	4.3700e-003	3.8500e-003	3.0000e-005	1.5500e-003	4.0000e-005	1.5800e-003	4.1000e-004	3.0000e-005	4.5000e-004	0.0000	2.6253	2.6253	8.0000e-005	3.1000e-004	2.7199

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3.2 Demolition - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					6.6200e-003	0.0000	6.6200e-003	1.0000e-003	0.0000	1.0000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0147	0.1432	0.1346	2.4000e-004		6.7700e-003	6.7700e-003		6.3300e-003	6.3300e-003	0.0000	21.0865	21.0865	5.3500e-003	0.0000	21.2202
Total	0.0147	0.1432	0.1346	2.4000e-004	6.6200e-003	6.7700e-003	0.0134	1.0000e-003	6.3300e-003	7.3300e-003	0.0000	21.0865	21.0865	5.3500e-003	0.0000	21.2202

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	6.0000e-005	4.1400e-003	9.7000e-004	2.0000e-005	5.2000e-004	3.0000e-005	5.5000e-004	1.4000e-004	3.0000e-005	1.7000e-004	0.0000	1.8202	1.8202	6.0000e-005	2.9000e-004	1.9077
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.3000e-004	2.3000e-004	2.8800e-003	1.0000e-005	1.0300e-003	1.0000e-005	1.0300e-003	2.7000e-004	0.0000	2.8000e-004	0.0000	0.8051	0.8051	2.0000e-005	2.0000e-005	0.8123
Total	3.9000e-004	4.3700e-003	3.8500e-003	3.0000e-005	1.5500e-003	4.0000e-005	1.5800e-003	4.1000e-004	3.0000e-005	4.5000e-004	0.0000	2.6253	2.6253	8.0000e-005	3.1000e-004	2.7199

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3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					6.2700e-003	0.0000	6.2700e-003	3.0000e-003	0.0000	3.0000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.1300e-003	0.0124	6.6400e-003	2.0000e-005		5.1000e-004	5.1000e-004		4.7000e-004	4.7000e-004	0.0000	1.5114	1.5114	4.9000e-004	0.0000	1.5236
Total	1.1300e-003	0.0124	6.6400e-003	2.0000e-005	6.2700e-003	5.1000e-004	6.7800e-003	3.0000e-003	4.7000e-004	3.4700e-003	0.0000	1.5114	1.5114	4.9000e-004	0.0000	1.5236

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.0000e-005	1.0000e-005	1.8000e-004	0.0000	6.0000e-005	0.0000	6.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0495	0.0495	0.0000	0.0000	0.0500
Total	2.0000e-005	1.0000e-005	1.8000e-004	0.0000	6.0000e-005	0.0000	6.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0495	0.0495	0.0000	0.0000	0.0500

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3.3 Site Preparation - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					6.2700e-003	0.0000	6.2700e-003	3.0000e-003	0.0000	3.0000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.1300e-003	0.0124	6.6400e-003	2.0000e-005		5.1000e-004	5.1000e-004		4.7000e-004	4.7000e-004	0.0000	1.5114	1.5114	4.9000e-004	0.0000	1.5236
Total	1.1300e-003	0.0124	6.6400e-003	2.0000e-005	6.2700e-003	5.1000e-004	6.7800e-003	3.0000e-003	4.7000e-004	3.4700e-003	0.0000	1.5114	1.5114	4.9000e-004	0.0000	1.5236

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.0000e-005	1.0000e-005	1.8000e-004	0.0000	6.0000e-005	0.0000	6.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0495	0.0495	0.0000	0.0000	0.0500
Total	2.0000e-005	1.0000e-005	1.8000e-004	0.0000	6.0000e-005	0.0000	6.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0495	0.0495	0.0000	0.0000	0.0500

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3.4 Grading - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0142	0.0000	0.0142	6.8500e-003	0.0000	6.8500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.6700e-003	0.0289	0.0174	4.0000e-005		1.2100e-003	1.2100e-003		1.1100e-003	1.1100e-003	0.0000	3.6208	3.6208	1.1700e-003	0.0000	3.6501
Total	2.6700e-003	0.0289	0.0174	4.0000e-005	0.0142	1.2100e-003	0.0154	6.8500e-003	1.1100e-003	7.9600e-003	0.0000	3.6208	3.6208	1.1700e-003	0.0000	3.6501

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.0000e-005	4.0000e-005	4.4000e-004	0.0000	1.6000e-004	0.0000	1.6000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1239	0.1239	0.0000	0.0000	0.1250
Total	5.0000e-005	4.0000e-005	4.4000e-004	0.0000	1.6000e-004	0.0000	1.6000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1239	0.1239	0.0000	0.0000	0.1250

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3.4 Grading - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0142	0.0000	0.0142	6.8500e-003	0.0000	6.8500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.6700e-003	0.0289	0.0174	4.0000e-005		1.2100e-003	1.2100e-003		1.1100e-003	1.1100e-003	0.0000	3.6208	3.6208	1.1700e-003	0.0000	3.6501
Total	2.6700e-003	0.0289	0.0174	4.0000e-005	0.0142	1.2100e-003	0.0154	6.8500e-003	1.1100e-003	7.9600e-003	0.0000	3.6208	3.6208	1.1700e-003	0.0000	3.6501

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.0000e-005	4.0000e-005	4.4000e-004	0.0000	1.6000e-004	0.0000	1.6000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1239	0.1239	0.0000	0.0000	0.1250
Total	5.0000e-005	4.0000e-005	4.4000e-004	0.0000	1.6000e-004	0.0000	1.6000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1239	0.1239	0.0000	0.0000	0.1250

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3.5 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.9800e-003	0.0389	0.0552	8.0000e-005		1.9200e-003	1.9200e-003		1.7700e-003	1.7700e-003	0.0000	7.2541	7.2541	2.3100e-003	0.0000	7.3119
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	3.9800e-003	0.0389	0.0552	8.0000e-005		1.9200e-003	1.9200e-003		1.7700e-003	1.7700e-003	0.0000	7.2541	7.2541	2.3100e-003	0.0000	7.3119

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.8000e-004	2.6000e-004	3.3300e-003	1.0000e-005	2.2100e-003	1.0000e-005	2.2200e-003	5.7000e-004	1.0000e-005	5.7000e-004	0.0000	0.9290	0.9290	3.0000e-005	3.0000e-005	0.9372
Total	3.8000e-004	2.6000e-004	3.3300e-003	1.0000e-005	2.2100e-003	1.0000e-005	2.2200e-003	5.7000e-004	1.0000e-005	5.7000e-004	0.0000	0.9290	0.9290	3.0000e-005	3.0000e-005	0.9372

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3.5 Paving - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.9800e-003	0.0389	0.0552	8.0000e-005		1.9200e-003	1.9200e-003		1.7700e-003	1.7700e-003	0.0000	7.2541	7.2541	2.3100e-003	0.0000	7.3118
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	3.9800e-003	0.0389	0.0552	8.0000e-005		1.9200e-003	1.9200e-003		1.7700e-003	1.7700e-003	0.0000	7.2541	7.2541	2.3100e-003	0.0000	7.3118

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.8000e-004	2.6000e-004	3.3300e-003	1.0000e-005	2.2100e-003	1.0000e-005	2.2200e-003	5.7000e-004	1.0000e-005	5.7000e-004	0.0000	0.9290	0.9290	3.0000e-005	3.0000e-005	0.9372
Total	3.8000e-004	2.6000e-004	3.3300e-003	1.0000e-005	2.2100e-003	1.0000e-005	2.2200e-003	5.7000e-004	1.0000e-005	5.7000e-004	0.0000	0.9290	0.9290	3.0000e-005	3.0000e-005	0.9372

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Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1059	0.8139	0.8765	1.5300e-003		0.0358	0.0358		0.0345	0.0345	0.0000	126.2114	126.2114	0.0214	0.0000	126.7472
Total	0.1059	0.8139	0.8765	1.5300e-003		0.0358	0.0358		0.0345	0.0345	0.0000	126.2114	126.2114	0.0214	0.0000	126.7472

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.1000e-004	0.0340	0.0106	1.6000e-004	5.0200e-003	2.0000e-004	5.2100e-003	1.4500e-003	1.9000e-004	1.6400e-003	0.0000	15.0909	15.0909	3.1000e-004	2.2300e-003	15.7638
Worker	5.1600e-003	3.5300e-003	0.0447	1.3000e-004	0.0159	8.0000e-005	0.0160	4.2400e-003	8.0000e-005	4.3100e-003	0.0000	12.4820	12.4820	3.6000e-004	3.4000e-004	12.5930
Total	5.9700e-003	0.0375	0.0553	2.9000e-004	0.0210	2.8000e-004	0.0212	5.6900e-003	2.7000e-004	5.9500e-003	0.0000	27.5729	27.5729	6.7000e-004	2.5700e-003	28.3568

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1059	0.8139	0.8765	1.5300e-003		0.0358	0.0358		0.0345	0.0345	0.0000	126.2112	126.2112	0.0214	0.0000	126.7470
Total	0.1059	0.8139	0.8765	1.5300e-003		0.0358	0.0358		0.0345	0.0345	0.0000	126.2112	126.2112	0.0214	0.0000	126.7470

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.1000e-004	0.0340	0.0106	1.6000e-004	5.0200e-003	2.0000e-004	5.2100e-003	1.4500e-003	1.9000e-004	1.6400e-003	0.0000	15.0909	15.0909	3.1000e-004	2.2300e-003	15.7638
Worker	5.1600e-003	3.5300e-003	0.0447	1.3000e-004	0.0159	8.0000e-005	0.0160	4.2400e-003	8.0000e-005	4.3100e-003	0.0000	12.4820	12.4820	3.6000e-004	3.4000e-004	12.5930
Total	5.9700e-003	0.0375	0.0553	2.9000e-004	0.0210	2.8000e-004	0.0212	5.6900e-003	2.7000e-004	5.9500e-003	0.0000	27.5729	27.5729	6.7000e-004	2.5700e-003	28.3568

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Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0433	0.3375	0.3818	6.7000e-004		0.0137	0.0137		0.0133	0.0133	0.0000	55.3914	55.3914	9.2200e-003	0.0000	55.6221
Total	0.0433	0.3375	0.3818	6.7000e-004		0.0137	0.0137		0.0133	0.0133	0.0000	55.3914	55.3914	9.2200e-003	0.0000	55.6221

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.5000e-004	0.0149	4.5700e-003	7.0000e-005	2.2000e-003	9.0000e-005	2.2900e-003	6.4000e-004	8.0000e-005	7.2000e-004	0.0000	6.5194	6.5194	1.3000e-004	9.6000e-004	6.8101
Worker	2.1200e-003	1.3800e-003	0.0183	6.0000e-005	6.9900e-003	3.0000e-005	7.0200e-003	1.8600e-003	3.0000e-005	1.8900e-003	0.0000	5.3426	5.3426	1.4000e-004	1.4000e-004	5.3879
Total	2.4700e-003	0.0163	0.0229	1.3000e-004	9.1900e-003	1.2000e-004	9.3100e-003	2.5000e-003	1.1000e-004	2.6100e-003	0.0000	11.8620	11.8620	2.7000e-004	1.1000e-003	12.1980

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Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0433	0.3375	0.3818	6.7000e-004		0.0137	0.0137		0.0133	0.0133	0.0000	55.3914	55.3914	9.2200e-003	0.0000	55.6220
Total	0.0433	0.3375	0.3818	6.7000e-004		0.0137	0.0137		0.0133	0.0133	0.0000	55.3914	55.3914	9.2200e-003	0.0000	55.6220

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.5000e-004	0.0149	4.5700e-003	7.0000e-005	2.2000e-003	9.0000e-005	2.2900e-003	6.4000e-004	8.0000e-005	7.2000e-004	0.0000	6.5194	6.5194	1.3000e-004	9.6000e-004	6.8101
Worker	2.1200e-003	1.3800e-003	0.0183	6.0000e-005	6.9900e-003	3.0000e-005	7.0200e-003	1.8600e-003	3.0000e-005	1.8900e-003	0.0000	5.3426	5.3426	1.4000e-004	1.4000e-004	5.3879
Total	2.4700e-003	0.0163	0.0229	1.3000e-004	9.1900e-003	1.2000e-004	9.3100e-003	2.5000e-003	1.1000e-004	2.6100e-003	0.0000	11.8620	11.8620	2.7000e-004	1.1000e-003	12.1980

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3.7 Architectural Coating - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.2285					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0124	0.0840	0.1168	1.9000e-004		4.5700e-003	4.5700e-003		4.5700e-003	4.5700e-003	0.0000	16.4685	16.4685	9.9000e-004	0.0000	16.4931
Total	0.2409	0.0840	0.1168	1.9000e-004		4.5700e-003	4.5700e-003		4.5700e-003	4.5700e-003	0.0000	16.4685	16.4685	9.9000e-004	0.0000	16.4931

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.9000e-004	6.8000e-004	8.5800e-003	3.0000e-005	3.0600e-003	2.0000e-005	3.0700e-003	8.1000e-004	1.0000e-005	8.3000e-004	0.0000	2.3967	2.3967	7.0000e-005	7.0000e-005	2.4180
Total	9.9000e-004	6.8000e-004	8.5800e-003	3.0000e-005	3.0600e-003	2.0000e-005	3.0700e-003	8.1000e-004	1.0000e-005	8.3000e-004	0.0000	2.3967	2.3967	7.0000e-005	7.0000e-005	2.4180

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3.7 Architectural Coating - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.2285					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0124	0.0840	0.1168	1.9000e-004		4.5700e-003	4.5700e-003		4.5700e-003	4.5700e-003	0.0000	16.4685	16.4685	9.9000e-004	0.0000	16.4931
Total	0.2409	0.0840	0.1168	1.9000e-004		4.5700e-003	4.5700e-003		4.5700e-003	4.5700e-003	0.0000	16.4685	16.4685	9.9000e-004	0.0000	16.4931

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.9000e-004	6.8000e-004	8.5800e-003	3.0000e-005	3.0600e-003	2.0000e-005	3.0700e-003	8.1000e-004	1.0000e-005	8.3000e-004	0.0000	2.3967	2.3967	7.0000e-005	7.0000e-005	2.4180
Total	9.9000e-004	6.8000e-004	8.5800e-003	3.0000e-005	3.0600e-003	2.0000e-005	3.0700e-003	8.1000e-004	1.0000e-005	8.3000e-004	0.0000	2.3967	2.3967	7.0000e-005	7.0000e-005	2.4180

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2024****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1258					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.4200e-003	0.0433	0.0643	1.1000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	9.0641	9.0641	5.1000e-004	0.0000	9.0768
Total	0.1322	0.0433	0.0643	1.1000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	9.0641	9.0641	5.1000e-004	0.0000	9.0768

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.1000e-004	3.3000e-004	4.4100e-003	1.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.2866	1.2866	3.0000e-005	3.0000e-005	1.2975
Total	5.1000e-004	3.3000e-004	4.4100e-003	1.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.2866	1.2866	3.0000e-005	3.0000e-005	1.2975

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3.7 Architectural Coating - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1258					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.4200e-003	0.0433	0.0643	1.1000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	9.0640	9.0640	5.1000e-004	0.0000	9.0768
Total	0.1322	0.0433	0.0643	1.1000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	9.0640	9.0640	5.1000e-004	0.0000	9.0768

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.1000e-004	3.3000e-004	4.4100e-003	1.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.2866	1.2866	3.0000e-005	3.0000e-005	1.2975
Total	5.1000e-004	3.3000e-004	4.4100e-003	1.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.2866	1.2866	3.0000e-005	3.0000e-005	1.2975

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.1841	0.1943	1.6104	3.1500e-003	0.3358	2.3900e-003	0.3382	0.0897	2.2300e-003	0.0919	0.0000	295.9026	295.9026	0.0213	0.0151	300.9271
Unmitigated	0.1841	0.1943	1.6104	3.1500e-003	0.3358	2.3900e-003	0.3382	0.0897	2.2300e-003	0.0919	0.0000	295.9026	295.9026	0.0213	0.0151	300.9271

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Hotel	501.60	491.40	357.00	910,990	910,990
Total	501.60	491.40	357.00	910,990	910,990

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Hotel	0.553342	0.058522	0.188738	0.121080	0.023016	0.005623	0.010412	0.007562	0.000987	0.000568	0.026444	0.000834	0.002871

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	46.5169	46.5169	7.5300e-003	9.1000e-004	46.9769
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	46.5169	46.5169	7.5300e-003	9.1000e-004	46.9769
NaturalGas Mitigated	0.0161	0.1462	0.1228	8.8000e-004		0.0111	0.0111		0.0111	0.0111	0.0000	159.1973	159.1973	3.0500e-003	2.9200e-003	160.1434
NaturalGas Unmitigated	0.0161	0.1462	0.1228	8.8000e-004		0.0111	0.0111		0.0111	0.0111	0.0000	159.1973	159.1973	3.0500e-003	2.9200e-003	160.1434

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Hotel	2.98325e+006	0.0161	0.1462	0.1228	8.8000e-004		0.0111	0.0111		0.0111	0.0111	0.0000	159.1973	159.1973	3.0500e-003	2.9200e-003	160.1434
Total		0.0161	0.1462	0.1228	8.8000e-004		0.0111	0.0111		0.0111	0.0111	0.0000	159.1973	159.1973	3.0500e-003	2.9200e-003	160.1434

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Hotel	2.98325e+006	0.0161	0.1462	0.1228	8.8000e-004		0.0111	0.0111		0.0111	0.0111	0.0000	159.1973	159.1973	3.0500e-003	2.9200e-003	160.1434
Total		0.0161	0.1462	0.1228	8.8000e-004		0.0111	0.0111		0.0111	0.0111	0.0000	159.1973	159.1973	3.0500e-003	2.9200e-003	160.1434

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**5.3 Energy by Land Use - Electricity****Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Hotel	502756	46.5169	7.5300e-003	9.1000e-004	46.9769
Total		46.5169	7.5300e-003	9.1000e-004	46.9769

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Hotel	502756	46.5169	7.5300e-003	9.1000e-004	46.9769
Total		46.5169	7.5300e-003	9.1000e-004	46.9769

6.0 Area Detail**6.1 Mitigation Measures Area**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.3008	0.0000	5.5000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.0700e-003	1.0700e-003	0.0000	0.0000	1.1400e-003
Unmitigated	0.3008	0.0000	5.5000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.0700e-003	1.0700e-003	0.0000	0.0000	1.1400e-003

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0354					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.2653					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	5.0000e-005	0.0000	5.5000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.0700e-003	1.0700e-003	0.0000	0.0000	1.1400e-003
Total	0.3008	0.0000	5.5000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.0700e-003	1.0700e-003	0.0000	0.0000	1.1400e-003

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0354					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.2653					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	5.0000e-005	0.0000	5.5000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.0700e-003	1.0700e-003	0.0000	0.0000	1.1400e-003
Total	0.3008	0.0000	5.5000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.0700e-003	1.0700e-003	0.0000	0.0000	1.1400e-003

7.0 Water Detail

7.1 Mitigation Measures Water

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	1.2996	0.0497	1.1900e-003	2.8965
Unmitigated	1.2996	0.0497	1.1900e-003	2.8965

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Hotel	1.52201 / 0.169112	1.2996	0.0497	1.1900e-003	2.8965
Total		1.2996	0.0497	1.1900e-003	2.8965

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**7.2 Water by Land Use****Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Hotel	1.52201 / 0.169112	1.2996	0.0497	1.1900e-003	2.8965
Total		1.2996	0.0497	1.1900e-003	2.8965

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	6.6683	0.3941	0.0000	16.5203
Unmitigated	6.6683	0.3941	0.0000	16.5203

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**8.2 Waste by Land Use****Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Hotel	32.85	6.6683	0.3941	0.0000	16.5203
Total		6.6683	0.3941	0.0000	16.5203

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Hotel	32.85	6.6683	0.3941	0.0000	16.5203
Total		6.6683	0.3941	0.0000	16.5203

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Granada Hotel - Approved Project****Bay Area AQMD Air District, Summer****1.0 Project Characteristics****1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Hotel	60.00	Room	1.09	67,940.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	64
Climate Zone	4			Operational Year	2024
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MWhr)	203.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Lot acreage and square footage updated to match site plan.

Construction Phase - Architectural coating phase adjusted to occur simulatenously with building construction phase.

Demolition -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	200.00
tblLandUse	LandUseSquareFeet	87,120.00	67,940.00
tblLandUse	LotAcreage	2.00	1.09

2.0 Emissions Summary

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**2.1 Overall Construction (Maximum Daily Emission)****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	5.3642	14.7372	15.4095	0.0298	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,777.5386	2,777.5386	0.6473	0.0414	2,799.0823
2024	5.2435	12.8032	15.2546	0.0296	0.3620	0.5157	0.8778	0.0977	0.4997	0.5974	0.0000	2,767.6122	2,767.6122	0.3599	0.0405	2,788.6639
Maximum	5.3642	14.7372	15.4095	0.0298	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,777.5386	2,777.5386	0.6473	0.0414	2,799.0823

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	5.3642	14.7372	15.4095	0.0298	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,777.5386	2,777.5386	0.6473	0.0414	2,799.0823
2024	5.2435	12.8032	15.2546	0.0296	0.3620	0.5157	0.8778	0.0977	0.4997	0.5974	0.0000	2,767.6122	2,767.6122	0.3599	0.0405	2,788.6639
Maximum	5.3642	14.7372	15.4095	0.0298	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,777.5386	2,777.5386	0.6473	0.0414	2,799.0823

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140
Energy	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759
Mobile	1.1904	1.0267	9.1147	0.0191	2.0059	0.0138	2.0196	0.5342	0.0128	0.5471		1,975.2367	1,975.2367	0.1249	0.0905	2,005.3158
Total	2.9271	1.8280	9.7939	0.0239	2.0059	0.0747	2.0805	0.5342	0.0737	0.6080		2,936.8116	2,936.8116	0.1433	0.1081	2,972.6056

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140
Energy	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759
Mobile	1.1904	1.0267	9.1147	0.0191	2.0059	0.0138	2.0196	0.5342	0.0128	0.5471		1,975.2367	1,975.2367	0.1249	0.0905	2,005.3158
Total	2.9271	1.8280	9.7939	0.0239	2.0059	0.0747	2.0805	0.5342	0.0737	0.6080		2,936.8116	2,936.8116	0.1433	0.1081	2,972.6056

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	5/1/2023	5/26/2023	5	20	
2	Site Preparation	Site Preparation	5/27/2023	5/30/2023	5	2	
3	Grading	Grading	5/31/2023	6/5/2023	5	4	
4	Paving	Paving	6/6/2023	6/19/2023	5	10	
5	Building Construction	Building Construction	6/20/2023	3/25/2024	5	200	
6	Architectural Coating	Architectural Coating	7/4/2023	4/8/2024	5	200	

Acres of Grading (Site Preparation Phase): 1.88**Acres of Grading (Grading Phase): 4****Acres of Paving: 0****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 101,910; Non-Residential Outdoor: 33,970; Striped Parking Area: 0 (Architectural Coating – sqft)****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Cranes	0		231	0.29
Paving	Forklifts	0		89	0.20
Paving	Generator Sets	0		84	0.74
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Paving	Welders	0		46	0.45
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	61.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	29.00	11.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction**3.2 Demolition - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.6622	0.0000	0.6622	0.1003	0.0000	0.1003			0.0000			0.0000
Off-Road	1.4725	14.3184	13.4577	0.0241		0.6766	0.6766		0.6328	0.6328		2,324.3959	2,324.3959	0.5893		2,339.1278
Total	1.4725	14.3184	13.4577	0.0241	0.6622	0.6766	1.3388	0.1003	0.6328	0.7330		2,324.3959	2,324.3959	0.5893		2,339.1278

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	6.5300e-003	0.3986	0.0968	1.8400e-003	0.0534	3.3400e-003	0.0567	0.0146	3.2000e-003	0.0178		200.5655	200.5655	6.6100e-003	0.0318	210.2017
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0352	0.0202	0.3108	9.3000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		94.7498	94.7498	2.3900e-003	2.2500e-003	95.4794
Total	0.0417	0.4188	0.4076	2.7700e-003	0.1601	3.8700e-003	0.1640	0.0430	3.6900e-003	0.0466		295.3154	295.3154	9.0000e-003	0.0340	305.6811

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.6622	0.0000	0.6622	0.1003	0.0000	0.1003			0.0000			0.0000
Off-Road	1.4725	14.3184	13.4577	0.0241		0.6766	0.6766		0.6328	0.6328	0.0000	2,324.3959	2,324.3959	0.5893		2,339.1278
Total	1.4725	14.3184	13.4577	0.0241	0.6622	0.6766	1.3388	0.1003	0.6328	0.7330	0.0000	2,324.3959	2,324.3959	0.5893		2,339.1278

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	6.5300e-003	0.3986	0.0968	1.8400e-003	0.0534	3.3400e-003	0.0567	0.0146	3.2000e-003	0.0178		200.5655	200.5655	6.6100e-003	0.0318	210.2017
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0352	0.0202	0.3108	9.3000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		94.7498	94.7498	2.3900e-003	2.2500e-003	95.4794
Total	0.0417	0.4188	0.4076	2.7700e-003	0.1601	3.8700e-003	0.1640	0.0430	3.6900e-003	0.0466		295.3154	295.3154	9.0000e-003	0.0340	305.6811

3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1339	12.4250	6.6420	0.0172		0.5074	0.5074		0.4668	0.4668		1,666.0573	1,666.0573	0.5388		1,679.5282
Total	1.1339	12.4250	6.6420	0.0172	6.2662	0.5074	6.7736	3.0041	0.4668	3.4709		1,666.0573	1,666.0573	0.5388		1,679.5282

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.3 Site Preparation - 2023****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0216	0.0124	0.1912	5.7000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		58.3076	58.3076	1.4700e-003	1.3800e-003	58.7566
Total	0.0216	0.0124	0.1912	5.7000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		58.3076	58.3076	1.4700e-003	1.3800e-003	58.7566

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1339	12.4250	6.6420	0.0172		0.5074	0.5074		0.4668	0.4668	0.0000	1,666.0573	1,666.0573	0.5388		1,679.5282
Total	1.1339	12.4250	6.6420	0.0172	6.2662	0.5074	6.7736	3.0041	0.4668	3.4709	0.0000	1,666.0573	1,666.0573	0.5388		1,679.5282

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.3 Site Preparation - 2023****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0216	0.0124	0.1912	5.7000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		58.3076	58.3076	1.4700e-003	1.3800e-003	58.7566
Total	0.0216	0.0124	0.1912	5.7000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		58.3076	58.3076	1.4700e-003	1.3800e-003	58.7566

3.4 Grading - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3330	14.4676	8.7038	0.0206		0.6044	0.6044		0.5560	0.5560		1,995.6147	1,995.6147	0.6454		2,011.7503
Total	1.3330	14.4676	8.7038	0.0206	7.0826	0.6044	7.6869	3.4247	0.5560	3.9807		1,995.6147	1,995.6147	0.6454		2,011.7503

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.4 Grading - 2023****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0271	0.0155	0.2391	7.1000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		72.8845	72.8845	1.8400e-003	1.7300e-003	73.4457
Total	0.0271	0.0155	0.2391	7.1000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		72.8845	72.8845	1.8400e-003	1.7300e-003	73.4457

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3330	14.4676	8.7038	0.0206		0.6044	0.6044		0.5560	0.5560	0.0000	1,995.6147	1,995.6147	0.6454		2,011.7503
Total	1.3330	14.4676	8.7038	0.0206	7.0826	0.6044	7.6869	3.4247	0.5560	3.9807	0.0000	1,995.6147	1,995.6147	0.6454		2,011.7503

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.4 Grading - 2023****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0271	0.0155	0.2391	7.1000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		72.8845	72.8845	1.8400e-003	1.7300e-003	73.4457
Total	0.0271	0.0155	0.2391	7.1000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		72.8845	72.8845	1.8400e-003	1.7300e-003	73.4457

3.5 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7960	7.7714	11.0337	0.0167		0.3842	0.3842		0.3544	0.3544		1,599.2645	1,599.2645	0.5089		1,611.9874
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.7960	7.7714	11.0337	0.0167		0.3842	0.3842		0.3544	0.3544		1,599.2645	1,599.2645	0.5089		1,611.9874

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.5 Paving - 2023****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0812	0.0466	0.7172	2.1400e-003	0.4606	1.2200e-003	0.4619	0.1179	1.1300e-003	0.1191		218.6535	218.6535	5.5100e-003	5.1900e-003	220.3372
Total	0.0812	0.0466	0.7172	2.1400e-003	0.4606	1.2200e-003	0.4619	0.1179	1.1300e-003	0.1191		218.6535	218.6535	5.5100e-003	5.1900e-003	220.3372

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7960	7.7714	11.0337	0.0167		0.3842	0.3842		0.3544	0.3544	0.0000	1,599.2645	1,599.2645	0.5089		1,611.9874
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.7960	7.7714	11.0337	0.0167		0.3842	0.3842		0.3544	0.3544	0.0000	1,599.2645	1,599.2645	0.5089		1,611.9874

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.5 Paving - 2023****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0812	0.0466	0.7172	2.1400e-003	0.4606	1.2200e-003	0.4619	0.1179	1.1300e-003	0.1191		218.6535	218.6535	5.5100e-003	5.1900e-003	220.3372
Total	0.0812	0.0466	0.7172	2.1400e-003	0.4606	1.2200e-003	0.4619	0.1179	1.1300e-003	0.1191		218.6535	218.6535	5.5100e-003	5.1900e-003	220.3372

3.6 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968		2,001.7877	2,001.7877	0.3399		2,010.2858
Total	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968		2,001.7877	2,001.7877	0.3399		2,010.2858

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.6 Building Construction - 2023****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0120	0.4718	0.1507	2.2300e-003	0.0745	2.8600e-003	0.0774	0.0215	2.7300e-003	0.0242		239.2071	239.2071	4.9000e-003	0.0354	249.8675
Worker	0.0784	0.0451	0.6933	2.0700e-003	0.2382	1.1800e-003	0.2394	0.0632	1.0900e-003	0.0643		211.3650	211.3650	5.3300e-003	5.0100e-003	212.9926
Total	0.0904	0.5169	0.8439	4.3000e-003	0.3127	4.0400e-003	0.3168	0.0846	3.8200e-003	0.0885		450.5722	450.5722	0.0102	0.0404	462.8601

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968	0.0000	2,001.7877	2,001.7877	0.3399		2,010.2858
Total	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968	0.0000	2,001.7877	2,001.7877	0.3399		2,010.2858

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.6 Building Construction - 2023****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0120	0.4718	0.1507	2.2300e-003	0.0745	2.8600e-003	0.0774	0.0215	2.7300e-003	0.0242		239.2071	239.2071	4.9000e-003	0.0354	249.8675
Worker	0.0784	0.0451	0.6933	2.0700e-003	0.2382	1.1800e-003	0.2394	0.0632	1.0900e-003	0.0643		211.3650	211.3650	5.3300e-003	5.0100e-003	212.9926
Total	0.0904	0.5169	0.8439	4.3000e-003	0.3127	4.0400e-003	0.3168	0.0846	3.8200e-003	0.0885		450.5722	450.5722	0.0102	0.0404	462.8601

3.6 Building Construction - 2024**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348		2,001.9214	2,001.9214	0.3334		2,010.2563
Total	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348		2,001.9214	2,001.9214	0.3334		2,010.2563

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0116	0.4720	0.1475	2.1900e-003	0.0745	2.8800e-003	0.0774	0.0215	2.7600e-003	0.0242		235.4763	235.4763	4.8700e-003	0.0348	245.9704
Worker	0.0733	0.0402	0.6461	2.0000e-003	0.2382	1.1300e-003	0.2394	0.0632	1.0400e-003	0.0642		206.1207	206.1207	4.8200e-003	4.6700e-003	207.6342
Total	0.0849	0.5123	0.7936	4.1900e-003	0.3127	4.0100e-003	0.3167	0.0846	3.8000e-003	0.0884		441.5971	441.5971	9.6900e-003	0.0395	453.6046

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348	0.0000	2,001.9214	2,001.9214	0.3334		2,010.2563
Total	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348	0.0000	2,001.9214	2,001.9214	0.3334		2,010.2563

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.6 Building Construction - 2024****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0116	0.4720	0.1475	2.1900e-003	0.0745	2.8800e-003	0.0774	0.0215	2.7600e-003	0.0242		235.4763	235.4763	4.8700e-003	0.0348	245.9704
Worker	0.0733	0.0402	0.6461	2.0000e-003	0.2382	1.1300e-003	0.2394	0.0632	1.0400e-003	0.0642		206.1207	206.1207	4.8200e-003	4.6700e-003	207.6342
Total	0.0849	0.5123	0.7936	4.1900e-003	0.3127	4.0100e-003	0.3167	0.0846	3.8000e-003	0.0884		441.5971	441.5971	9.6900e-003	0.0395	453.6046

3.7 Architectural Coating - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.5427					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	3.7343	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0162	9.3200e-003	0.1434	4.3000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		43.7307	43.7307	1.1000e-003	1.0400e-003	44.0674
Total	0.0162	9.3200e-003	0.1434	4.3000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		43.7307	43.7307	1.1000e-003	1.0400e-003	44.0674

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.5427					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	3.7343	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0162	9.3200e-003	0.1434	4.3000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		43.7307	43.7307	1.1000e-003	1.0400e-003	44.0674
Total	0.0162	9.3200e-003	0.1434	4.3000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		43.7307	43.7307	1.1000e-003	1.0400e-003	44.0674

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.5427					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	3.7234	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2024****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0152	8.3200e-003	0.1337	4.1000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		42.6457	42.6457	1.0000e-003	9.7000e-004	42.9588
Total	0.0152	8.3200e-003	0.1337	4.1000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		42.6457	42.6457	1.0000e-003	9.7000e-004	42.9588

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.5427					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	3.7234	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0152	8.3200e-003	0.1337	4.1000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		42.6457	42.6457	1.0000e-003	9.7000e-004	42.9588
Total	0.0152	8.3200e-003	0.1337	4.1000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		42.6457	42.6457	1.0000e-003	9.7000e-004	42.9588

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.1904	1.0267	9.1147	0.0191	2.0059	0.0138	2.0196	0.5342	0.0128	0.5471		1,975.2367	1,975.2367	0.1249	0.0905	2,005.3158
Unmitigated	1.1904	1.0267	9.1147	0.0191	2.0059	0.0138	2.0196	0.5342	0.0128	0.5471		1,975.2367	1,975.2367	0.1249	0.0905	2,005.3158

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Hotel	501.60	491.40	357.00	910,990	910,990
Total	501.60	491.40	357.00	910,990	910,990

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Hotel	0.553342	0.058522	0.188738	0.121080	0.023016	0.005623	0.010412	0.007562	0.000987	0.000568	0.026444	0.000834	0.002871

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**5.0 Energy Detail**

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759
NaturalGas Unmitigated	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Hotel	8173.28	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759
Total		0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Hotel	8.17328	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759
Total		0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140
Unmitigated	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1941					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.4539					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.6000e-004	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140
Total	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1941					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.4539					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.6000e-004	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140
Total	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140

7.0 Water Detail

7.1 Mitigation Measures Water

Granada Hotel - Approved Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	-----------	-------------	-------------	-----------

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
----------------	--------	-----------	------------	-------------	-------------	-----------

Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**Granada Hotel - Approved Project****Bay Area AQMD Air District, Winter****1.0 Project Characteristics****1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Hotel	60.00	Room	1.09	67,940.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	64
Climate Zone	4			Operational Year	2024
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MWhr)	203.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Lot acreage and square footage updated to match site plan.

Construction Phase - Architectural coating phase adjusted to occur simulatenously with building construction phase.

Demolition -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Trips and VMT -

Off-road Equipment -

Off-road Equipment -

Off-road Equipment -

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	200.00
tblLandUse	LandUseSquareFeet	87,120.00	67,940.00
tblLandUse	LotAcreage	2.00	1.09

2.0 Emissions Summary

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	5.3662	14.7649	15.3793	0.0296	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,759.799 1	2,759.799 1	0.6475	0.0424	2,781.663 3
2024	5.2457	12.8420	15.2294	0.0295	0.3620	0.5158	0.8778	0.0977	0.4997	0.5974	0.0000	2,750.361 1	2,750.361 1	0.3607	0.0414	2,771.711 4
Maximum	5.3662	14.7649	15.3793	0.0296	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,759.799 1	2,759.799 1	0.6475	0.0424	2,781.663 3

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	5.3662	14.7649	15.3793	0.0296	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,759.799 1	2,759.799 1	0.6475	0.0424	2,781.663 3
2024	5.2457	12.8420	15.2294	0.0295	0.3620	0.5158	0.8778	0.0977	0.4997	0.5974	0.0000	2,750.361 1	2,750.361 1	0.3607	0.0414	2,771.711 4
Maximum	5.3662	14.7649	15.3793	0.0296	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,759.799 1	2,759.799 1	0.6475	0.0424	2,781.663 3

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140
Energy	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759
Mobile	1.0577	1.1828	9.9294	0.0180	2.0059	0.0138	2.0196	0.5342	0.0128	0.5471		1,866.3108	1,866.3108	0.1436	0.0995	1,899.5390
Total	2.7944	1.9842	10.6086	0.0229	2.0059	0.0747	2.0805	0.5342	0.0737	0.6080		2,827.8857	2,827.8857	0.1621	0.1171	2,866.8289

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140
Energy	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759
Mobile	1.0577	1.1828	9.9294	0.0180	2.0059	0.0138	2.0196	0.5342	0.0128	0.5471		1,866.3108	1,866.3108	0.1436	0.0995	1,899.5390
Total	2.7944	1.9842	10.6086	0.0229	2.0059	0.0747	2.0805	0.5342	0.0737	0.6080		2,827.8857	2,827.8857	0.1621	0.1171	2,866.8289

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	5/1/2023	5/26/2023	5	20	
2	Site Preparation	Site Preparation	5/27/2023	5/30/2023	5	2	
3	Grading	Grading	5/31/2023	6/5/2023	5	4	
4	Paving	Paving	6/6/2023	6/19/2023	5	10	
5	Building Construction	Building Construction	6/20/2023	3/25/2024	5	200	
6	Architectural Coating	Architectural Coating	7/4/2023	4/8/2024	5	200	

Acres of Grading (Site Preparation Phase): 1.88**Acres of Grading (Grading Phase): 4****Acres of Paving: 0****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 101,910; Non-Residential Outdoor: 33,970; Striped Parking Area: 0 (Architectural Coating – sqft)****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Cranes	0		231	0.29
Paving	Forklifts	0		89	0.20
Paving	Generator Sets	0		84	0.74
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Paving	Welders	0		46	0.45
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	61.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Paving	6	15.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	29.00	11.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction**3.2 Demolition - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.6622	0.0000	0.6622	0.1003	0.0000	0.1003			0.0000			0.0000
Off-Road	1.4725	14.3184	13.4577	0.0241		0.6766	0.6766		0.6328	0.6328		2,324.3959	2,324.3959	0.5893		2,339.1278
Total	1.4725	14.3184	13.4577	0.0241	0.6622	0.6766	1.3388	0.1003	0.6328	0.7330		2,324.3959	2,324.3959	0.5893		2,339.1278

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	6.1300e-003	0.4216	0.0981	1.8400e-003	0.0534	3.3500e-003	0.0567	0.0146	3.2000e-003	0.0178		200.7544	200.7544	6.5900e-003	0.0318	210.3994
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0361	0.0249	0.2976	8.6000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		88.0338	88.0338	2.7200e-003	2.5900e-003	88.8728
Total	0.0422	0.4465	0.3957	2.7000e-003	0.1601	3.8800e-003	0.1640	0.0430	3.6900e-003	0.0466		288.7882	288.7882	9.3100e-003	0.0344	299.2722

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.6622	0.0000	0.6622	0.1003	0.0000	0.1003			0.0000			0.0000
Off-Road	1.4725	14.3184	13.4577	0.0241		0.6766	0.6766		0.6328	0.6328	0.0000	2,324.3959	2,324.3959	0.5893		2,339.1278
Total	1.4725	14.3184	13.4577	0.0241	0.6622	0.6766	1.3388	0.1003	0.6328	0.7330	0.0000	2,324.3959	2,324.3959	0.5893		2,339.1278

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	6.1300e-003	0.4216	0.0981	1.8400e-003	0.0534	3.3500e-003	0.0567	0.0146	3.2000e-003	0.0178		200.7544	200.7544	6.5900e-003	0.0318	210.3994
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0361	0.0249	0.2976	8.6000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		88.0338	88.0338	2.7200e-003	2.5900e-003	88.8728
Total	0.0422	0.4465	0.3957	2.7000e-003	0.1601	3.8800e-003	0.1640	0.0430	3.6900e-003	0.0466		288.7882	288.7882	9.3100e-003	0.0344	299.2722

3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1339	12.4250	6.6420	0.0172		0.5074	0.5074		0.4668	0.4668		1,666.0573	1,666.0573	0.5388		1,679.5282
Total	1.1339	12.4250	6.6420	0.0172	6.2662	0.5074	6.7736	3.0041	0.4668	3.4709		1,666.0573	1,666.0573	0.5388		1,679.5282

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0222	0.0153	0.1832	5.3000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		54.1746	54.1746	1.6700e-003	1.5900e-003	54.6909
Total	0.0222	0.0153	0.1832	5.3000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		54.1746	54.1746	1.6700e-003	1.5900e-003	54.6909

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1339	12.4250	6.6420	0.0172		0.5074	0.5074		0.4668	0.4668	0.0000	1,666.0573	1,666.0573	0.5388		1,679.5282
Total	1.1339	12.4250	6.6420	0.0172	6.2662	0.5074	6.7736	3.0041	0.4668	3.4709	0.0000	1,666.0573	1,666.0573	0.5388		1,679.5282

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0222	0.0153	0.1832	5.3000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		54.1746	54.1746	1.6700e-003	1.5900e-003	54.6909
Total	0.0222	0.0153	0.1832	5.3000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		54.1746	54.1746	1.6700e-003	1.5900e-003	54.6909

3.4 Grading - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3330	14.4676	8.7038	0.0206		0.6044	0.6044		0.5560	0.5560		1,995.6147	1,995.6147	0.6454		2,011.7503
Total	1.3330	14.4676	8.7038	0.0206	7.0826	0.6044	7.6869	3.4247	0.5560	3.9807		1,995.6147	1,995.6147	0.6454		2,011.7503

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.4 Grading - 2023****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0277	0.0192	0.2290	6.6000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		67.7183	67.7183	2.0900e-003	1.9900e-003	68.3637
Total	0.0277	0.0192	0.2290	6.6000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		67.7183	67.7183	2.0900e-003	1.9900e-003	68.3637

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3330	14.4676	8.7038	0.0206		0.6044	0.6044		0.5560	0.5560	0.0000	1,995.6147	1,995.6147	0.6454		2,011.7503
Total	1.3330	14.4676	8.7038	0.0206	7.0826	0.6044	7.6869	3.4247	0.5560	3.9807	0.0000	1,995.6147	1,995.6147	0.6454		2,011.7503

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.4 Grading - 2023****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0277	0.0192	0.2290	6.6000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		67.7183	67.7183	2.0900e-003	1.9900e-003	68.3637
Total	0.0277	0.0192	0.2290	6.6000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		67.7183	67.7183	2.0900e-003	1.9900e-003	68.3637

3.5 Paving - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7960	7.7714	11.0337	0.0167		0.3842	0.3842		0.3544	0.3544		1,599.2645	1,599.2645	0.5089		1,611.9874
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.7960	7.7714	11.0337	0.0167		0.3842	0.3842		0.3544	0.3544		1,599.2645	1,599.2645	0.5089		1,611.9874

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.5 Paving - 2023****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0832	0.0575	0.6869	1.9800e-003	0.4606	1.2200e-003	0.4619	0.1179	1.1300e-003	0.1191		203.1549	203.1549	6.2700e-003	5.9700e-003	205.0910
Total	0.0832	0.0575	0.6869	1.9800e-003	0.4606	1.2200e-003	0.4619	0.1179	1.1300e-003	0.1191		203.1549	203.1549	6.2700e-003	5.9700e-003	205.0910

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.7960	7.7714	11.0337	0.0167		0.3842	0.3842		0.3544	0.3544	0.0000	1,599.2645	1,599.2645	0.5089		1,611.9874
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.7960	7.7714	11.0337	0.0167		0.3842	0.3842		0.3544	0.3544	0.0000	1,599.2645	1,599.2645	0.5089		1,611.9874

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.5 Paving - 2023****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0832	0.0575	0.6869	1.9800e-003	0.4606	1.2200e-003	0.4619	0.1179	1.1300e-003	0.1191		203.1549	203.1549	6.2700e-003	5.9700e-003	205.0910
Total	0.0832	0.0575	0.6869	1.9800e-003	0.4606	1.2200e-003	0.4619	0.1179	1.1300e-003	0.1191		203.1549	203.1549	6.2700e-003	5.9700e-003	205.0910

3.6 Building Construction - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968		2,001.7877	2,001.7877	0.3399		2,010.2858
Total	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968		2,001.7877	2,001.7877	0.3399		2,010.2858

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.6 Building Construction - 2023****Unmitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0116	0.4993	0.1558	2.2300e-003	0.0745	2.8700e-003	0.0774	0.0215	2.7400e-003	0.0242		239.5493	239.5493	4.8600e-003	0.0355	250.2357
Worker	0.0805	0.0556	0.6640	1.9200e-003	0.2382	1.1800e-003	0.2394	0.0632	1.0900e-003	0.0643		196.3831	196.3831	6.0600e-003	5.7700e-003	198.2546
Total	0.0920	0.5549	0.8198	4.1500e-003	0.3127	4.0500e-003	0.3168	0.0846	3.8300e-003	0.0885		435.9324	435.9324	0.0109	0.0412	448.4903

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968	0.0000	2,001.7877	2,001.7877	0.3399		2,010.2858
Total	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968	0.0000	2,001.7877	2,001.7877	0.3399		2,010.2858

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0116	0.4993	0.1558	2.2300e-003	0.0745	2.8700e-003	0.0774	0.0215	2.7400e-003	0.0242		239.5493	239.5493	4.8600e-003	0.0355	250.2357
Worker	0.0805	0.0556	0.6640	1.9200e-003	0.2382	1.1800e-003	0.2394	0.0632	1.0900e-003	0.0643		196.3831	196.3831	6.0600e-003	5.7700e-003	198.2546
Total	0.0920	0.5549	0.8198	4.1500e-003	0.3127	4.0500e-003	0.3168	0.0846	3.8300e-003	0.0885		435.9324	435.9324	0.0109	0.0412	448.4903

3.6 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348		2,001.9214	2,001.9214	0.3334		2,010.2563
Total	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348		2,001.9214	2,001.9214	0.3334		2,010.2563

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0112	0.4995	0.1526	2.2000e-003	0.0745	2.8900e-003	0.0774	0.0215	2.7700e-003	0.0242		235.8211	235.8211	4.8400e-003	0.0349	246.3402
Worker	0.0755	0.0496	0.6210	1.8600e-003	0.2382	1.1300e-003	0.2394	0.0632	1.0400e-003	0.0642		191.5413	191.5413	5.5000e-003	5.3800e-003	193.2814
Total	0.0867	0.5491	0.7736	4.0600e-003	0.3127	4.0200e-003	0.3167	0.0846	3.8100e-003	0.0884		427.3624	427.3624	0.0103	0.0403	439.6216

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348	0.0000	2,001.9214	2,001.9214	0.3334		2,010.2563
Total	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348	0.0000	2,001.9214	2,001.9214	0.3334		2,010.2563

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.6 Building Construction - 2024****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0112	0.4995	0.1526	2.2000e-003	0.0745	2.8900e-003	0.0774	0.0215	2.7700e-003	0.0242		235.8211	235.8211	4.8400e-003	0.0349	246.3402
Worker	0.0755	0.0496	0.6210	1.8600e-003	0.2382	1.1300e-003	0.2394	0.0632	1.0400e-003	0.0642		191.5413	191.5413	5.5000e-003	5.3800e-003	193.2814
Total	0.0867	0.5491	0.7736	4.0600e-003	0.3127	4.0200e-003	0.3167	0.0846	3.8100e-003	0.0884		427.3624	427.3624	0.0103	0.0403	439.6216

3.7 Architectural Coating - 2023**Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.5427					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	3.7343	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0166	0.0115	0.1374	4.0000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		40.6310	40.6310	1.2500e-003	1.1900e-003	41.0182
Total	0.0166	0.0115	0.1374	4.0000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		40.6310	40.6310	1.2500e-003	1.1900e-003	41.0182

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.5427					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	3.7343	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0166	0.0115	0.1374	4.0000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		40.6310	40.6310	1.2500e-003	1.1900e-003	41.0182
Total	0.0166	0.0115	0.1374	4.0000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		40.6310	40.6310	1.2500e-003	1.1900e-003	41.0182

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.5427					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	3.7234	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0156	0.0103	0.1285	3.8000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		39.6292	39.6292	1.1400e-003	1.1100e-003	39.9893
Total	0.0156	0.0103	0.1285	3.8000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		39.6292	39.6292	1.1400e-003	1.1100e-003	39.9893

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.5427					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	3.7234	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0156	0.0103	0.1285	3.8000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		39.6292	39.6292	1.1400e-003	1.1100e-003	39.9893
Total	0.0156	0.0103	0.1285	3.8000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		39.6292	39.6292	1.1400e-003	1.1100e-003	39.9893

Granada Hotel - Approved Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.0577	1.1828	9.9294	0.0180	2.0059	0.0138	2.0196	0.5342	0.0128	0.5471		1,866.3108	1,866.3108	0.1436	0.0995	1,899.5390
Unmitigated	1.0577	1.1828	9.9294	0.0180	2.0059	0.0138	2.0196	0.5342	0.0128	0.5471		1,866.3108	1,866.3108	0.1436	0.0995	1,899.5390

4.2 Trip Summary Information

Land Use	Average Daily Trip Rate			Unmitigated	Mitigated
	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Hotel	501.60	491.40	357.00	910,990	910,990
Total	501.60	491.40	357.00	910,990	910,990

4.3 Trip Type Information

Land Use	Miles			Trip %			Trip Purpose %		
	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Hotel	0.553342	0.058522	0.188738	0.121080	0.023016	0.005623	0.010412	0.007562	0.000987	0.000568	0.026444	0.000834	0.002871

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759
NaturalGas Unmitigated	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Hotel	8173.28	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759
Total		0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759

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5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Hotel	8.17328	0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759
Total		0.0881	0.8013	0.6731	4.8100e-003		0.0609	0.0609		0.0609	0.0609		961.5618	961.5618	0.0184	0.0176	967.2759

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140
Unmitigated	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1941					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.4539					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.6000e-004	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140
Total	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.1941					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.4539					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	5.6000e-004	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140
Total	1.6486	6.0000e-005	6.1200e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0131	0.0131	3.0000e-005		0.0140

7.0 Water Detail

7.1 Mitigation Measures Water

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Granada Hotel - Proposed Project

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1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Hotel	73.00	Room	1.09	75,660.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	64
Climate Zone	4			Operational Year	2024
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MWhr)	203.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Lot acreage and square footage updated to match site plan.

Construction Phase - Architectural coating phase adjusted to occur simulatenously with building construction phase.

Demolition -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	200.00
tblLandUse	LandUseSquareFeet	105,996.00	75,660.00
tblLandUse	LotAcreage	2.43	1.09

2.0 Emissions Summary

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.4027	1.1598	1.2714	2.4700e-003	0.0554	0.0507	0.1062	0.0185	0.0488	0.0673	0.0000	210.6188	210.6188	0.0322	3.2100e-003	212.3787
2024	0.1930	0.3989	0.4757	9.3000e-004	0.0118	0.0161	0.0278	3.1900e-003	0.0156	0.0188	0.0000	78.7494	78.7494	0.0101	1.2400e-003	79.3709
Maximum	0.4027	1.1598	1.2714	2.4700e-003	0.0554	0.0507	0.1062	0.0185	0.0488	0.0673	0.0000	210.6188	210.6188	0.0322	3.2100e-003	212.3787

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	tons/yr										MT/yr					
2023	0.4027	1.1598	1.2713	2.4700e-003	0.0554	0.0507	0.1062	0.0185	0.0488	0.0673	0.0000	210.6186	210.6186	0.0322	3.2100e-003	212.3785
2024	0.1930	0.3989	0.4757	9.3000e-004	0.0118	0.0161	0.0278	3.1900e-003	0.0156	0.0188	0.0000	78.7494	78.7494	0.0101	1.2400e-003	79.3708
Maximum	0.4027	1.1598	1.2713	2.4700e-003	0.0554	0.0507	0.1062	0.0185	0.0488	0.0673	0.0000	210.6186	210.6186	0.0322	3.2100e-003	212.3785

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Quarter	Start Date	End Date	Maximum Unmitigated ROG + NOX (tons/quarter)	Maximum Mitigated ROG + NOX (tons/quarter)
1	5-1-2023	7-31-2023	0.5021	0.5021
2	8-1-2023	10-31-2023	0.6367	0.6367
3	11-1-2023	1-31-2024	0.6282	0.6282
4	2-1-2024	4-30-2024	0.3846	0.3846
		Highest	0.6367	0.6367

2.2 Overall Operational

Unmitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3350	1.0000e-005	6.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3000e-003	1.3000e-003	0.0000	0.0000	1.3900e-003
Energy	0.0179	0.1629	0.1368	9.8000e-004		0.0124	0.0124		0.0124	0.0124	0.0000	229.0895	229.0895	0.0118	4.2700e-003	230.6552
Mobile	0.2240	0.2364	1.9593	3.8400e-003	0.4085	2.9100e-003	0.4114	0.1091	2.7100e-003	0.1119	0.0000	360.0148	360.0148	0.0259	0.0183	366.1279
Waste						0.0000	0.0000		0.0000	0.0000	8.1136	0.0000	8.1136	0.4795	0.0000	20.1010
Water						0.0000	0.0000		0.0000	0.0000	0.5875	0.9937	1.5812	0.0605	1.4400e-003	3.5241
Total	0.5769	0.3993	2.0968	4.8200e-003	0.4085	0.0153	0.4238	0.1091	0.0151	0.1242	8.7010	590.0993	598.8003	0.5777	0.0241	620.4096

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.2 Overall Operational

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Area	0.3350	1.0000e-005	6.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3000e-003	1.3000e-003	0.0000	0.0000	1.3900e-003
Energy	0.0179	0.1629	0.1368	9.8000e-004		0.0124	0.0124		0.0124	0.0124	0.0000	229.0895	229.0895	0.0118	4.2700e-003	230.6552
Mobile	0.2240	0.2364	1.9593	3.8400e-003	0.4085	2.9100e-003	0.4114	0.1091	2.7100e-003	0.1119	0.0000	360.0148	360.0148	0.0259	0.0183	366.1279
Waste						0.0000	0.0000		0.0000	0.0000	8.1136	0.0000	8.1136	0.4795	0.0000	20.1010
Water						0.0000	0.0000		0.0000	0.0000	0.5875	0.9937	1.5812	0.0605	1.4400e-003	3.5241
Total	0.5769	0.3993	2.0968	4.8200e-003	0.4085	0.0153	0.4238	0.1091	0.0151	0.1242	8.7010	590.0993	598.8003	0.5777	0.0241	620.4096

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail

Construction Phase

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	5/1/2023	5/26/2023	5	20	
2	Site Preparation	Site Preparation	5/27/2023	5/30/2023	5	2	
3	Grading	Grading	5/31/2023	6/5/2023	5	4	

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4	Paving	Paving	6/6/2023	6/19/2023	5	10
5	Building Construction	Building Construction	6/20/2023	3/25/2024	5	200
6	Architectural Coating	Architectural Coating	7/4/2023	4/8/2024	5	200

Acres of Grading (Site Preparation Phase): 1.88**Acres of Grading (Grading Phase): 4****Acres of Paving: 0****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 113,490; Non-Residential Outdoor: 37,830; Striped Parking Area: 0 (Architectural Coating – sqft)****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40
Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	61.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	32.00	12.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction**3.2 Demolition - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					6.6200e-003	0.0000	6.6200e-003	1.0000e-003	0.0000	1.0000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0147	0.1432	0.1346	2.4000e-004		6.7700e-003	6.7700e-003		6.3300e-003	6.3300e-003	0.0000	21.0866	21.0866	5.3500e-003	0.0000	21.2202
Total	0.0147	0.1432	0.1346	2.4000e-004	6.6200e-003	6.7700e-003	0.0134	1.0000e-003	6.3300e-003	7.3300e-003	0.0000	21.0866	21.0866	5.3500e-003	0.0000	21.2202

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	6.0000e-005	4.1400e-003	9.7000e-004	2.0000e-005	5.2000e-004	3.0000e-005	5.5000e-004	1.4000e-004	3.0000e-005	1.7000e-004	0.0000	1.8202	1.8202	6.0000e-005	2.9000e-004	1.9077
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.3000e-004	2.3000e-004	2.8800e-003	1.0000e-005	1.0300e-003	1.0000e-005	1.0300e-003	2.7000e-004	0.0000	2.8000e-004	0.0000	0.8051	0.8051	2.0000e-005	2.0000e-005	0.8123
Total	3.9000e-004	4.3700e-003	3.8500e-003	3.0000e-005	1.5500e-003	4.0000e-005	1.5800e-003	4.1000e-004	3.0000e-005	4.5000e-004	0.0000	2.6253	2.6253	8.0000e-005	3.1000e-004	2.7199

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					6.6200e-003	0.0000	6.6200e-003	1.0000e-003	0.0000	1.0000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0147	0.1432	0.1346	2.4000e-004		6.7700e-003	6.7700e-003		6.3300e-003	6.3300e-003	0.0000	21.0865	21.0865	5.3500e-003	0.0000	21.2202
Total	0.0147	0.1432	0.1346	2.4000e-004	6.6200e-003	6.7700e-003	0.0134	1.0000e-003	6.3300e-003	7.3300e-003	0.0000	21.0865	21.0865	5.3500e-003	0.0000	21.2202

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3.2 Demolition - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	6.0000e-005	4.1400e-003	9.7000e-004	2.0000e-005	5.2000e-004	3.0000e-005	5.5000e-004	1.4000e-004	3.0000e-005	1.7000e-004	0.0000	1.8202	1.8202	6.0000e-005	2.9000e-004	1.9077
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	3.3000e-004	2.3000e-004	2.8800e-003	1.0000e-005	1.0300e-003	1.0000e-005	1.0300e-003	2.7000e-004	0.0000	2.8000e-004	0.0000	0.8051	0.8051	2.0000e-005	2.0000e-005	0.8123
Total	3.9000e-004	4.3700e-003	3.8500e-003	3.0000e-005	1.5500e-003	4.0000e-005	1.5800e-003	4.1000e-004	3.0000e-005	4.5000e-004	0.0000	2.6253	2.6253	8.0000e-005	3.1000e-004	2.7199

3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					6.2700e-003	0.0000	6.2700e-003	3.0000e-003	0.0000	3.0000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.1300e-003	0.0124	6.6400e-003	2.0000e-005		5.1000e-004	5.1000e-004		4.7000e-004	4.7000e-004	0.0000	1.5114	1.5114	4.9000e-004	0.0000	1.5236
Total	1.1300e-003	0.0124	6.6400e-003	2.0000e-005	6.2700e-003	5.1000e-004	6.7800e-003	3.0000e-003	4.7000e-004	3.4700e-003	0.0000	1.5114	1.5114	4.9000e-004	0.0000	1.5236

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3.3 Site Preparation - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.0000e-005	1.0000e-005	1.8000e-004	0.0000	6.0000e-005	0.0000	6.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0495	0.0495	0.0000	0.0000	0.0500
Total	2.0000e-005	1.0000e-005	1.8000e-004	0.0000	6.0000e-005	0.0000	6.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0495	0.0495	0.0000	0.0000	0.0500

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					6.2700e-003	0.0000	6.2700e-003	3.0000e-003	0.0000	3.0000e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	1.1300e-003	0.0124	6.6400e-003	2.0000e-005		5.1000e-004	5.1000e-004		4.7000e-004	4.7000e-004	0.0000	1.5114	1.5114	4.9000e-004	0.0000	1.5236
Total	1.1300e-003	0.0124	6.6400e-003	2.0000e-005	6.2700e-003	5.1000e-004	6.7800e-003	3.0000e-003	4.7000e-004	3.4700e-003	0.0000	1.5114	1.5114	4.9000e-004	0.0000	1.5236

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3.3 Site Preparation - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	2.0000e-005	1.0000e-005	1.8000e-004	0.0000	6.0000e-005	0.0000	6.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0495	0.0495	0.0000	0.0000	0.0500
Total	2.0000e-005	1.0000e-005	1.8000e-004	0.0000	6.0000e-005	0.0000	6.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0495	0.0495	0.0000	0.0000	0.0500

3.4 Grading - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0142	0.0000	0.0142	6.8500e-003	0.0000	6.8500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.6700e-003	0.0289	0.0174	4.0000e-005		1.2100e-003	1.2100e-003		1.1100e-003	1.1100e-003	0.0000	3.6208	3.6208	1.1700e-003	0.0000	3.6501
Total	2.6700e-003	0.0289	0.0174	4.0000e-005	0.0142	1.2100e-003	0.0154	6.8500e-003	1.1100e-003	7.9600e-003	0.0000	3.6208	3.6208	1.1700e-003	0.0000	3.6501

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3.4 Grading - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.0000e-005	4.0000e-005	4.4000e-004	0.0000	1.6000e-004	0.0000	1.6000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1239	0.1239	0.0000	0.0000	0.1250
Total	5.0000e-005	4.0000e-005	4.4000e-004	0.0000	1.6000e-004	0.0000	1.6000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1239	0.1239	0.0000	0.0000	0.1250

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Fugitive Dust					0.0142	0.0000	0.0142	6.8500e-003	0.0000	6.8500e-003	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	2.6700e-003	0.0289	0.0174	4.0000e-005		1.2100e-003	1.2100e-003		1.1100e-003	1.1100e-003	0.0000	3.6208	3.6208	1.1700e-003	0.0000	3.6501
Total	2.6700e-003	0.0289	0.0174	4.0000e-005	0.0142	1.2100e-003	0.0154	6.8500e-003	1.1100e-003	7.9600e-003	0.0000	3.6208	3.6208	1.1700e-003	0.0000	3.6501

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3.4 Grading - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.0000e-005	4.0000e-005	4.4000e-004	0.0000	1.6000e-004	0.0000	1.6000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1239	0.1239	0.0000	0.0000	0.1250
Total	5.0000e-005	4.0000e-005	4.4000e-004	0.0000	1.6000e-004	0.0000	1.6000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1239	0.1239	0.0000	0.0000	0.1250

3.5 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.2200e-003	0.0312	0.0440	7.0000e-005		1.5400e-003	1.5400e-003		1.4200e-003	1.4200e-003	0.0000	5.8862	5.8862	1.8700e-003	0.0000	5.9329
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	3.2200e-003	0.0312	0.0440	7.0000e-005		1.5400e-003	1.5400e-003		1.4200e-003	1.4200e-003	0.0000	5.8862	5.8862	1.8700e-003	0.0000	5.9329

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3.5 Paving - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.7000e-004	1.1000e-004	1.4400e-003	0.0000	5.1000e-004	0.0000	5.2000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4025	0.4025	1.0000e-005	1.0000e-005	0.4061
Total	1.7000e-004	1.1000e-004	1.4400e-003	0.0000	5.1000e-004	0.0000	5.2000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4025	0.4025	1.0000e-005	1.0000e-005	0.4061

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	3.2200e-003	0.0312	0.0440	7.0000e-005		1.5400e-003	1.5400e-003		1.4200e-003	1.4200e-003	0.0000	5.8862	5.8862	1.8700e-003	0.0000	5.9329
Paving	0.0000					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	3.2200e-003	0.0312	0.0440	7.0000e-005		1.5400e-003	1.5400e-003		1.4200e-003	1.4200e-003	0.0000	5.8862	5.8862	1.8700e-003	0.0000	5.9329

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3.5 Paving - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	1.7000e-004	1.1000e-004	1.4400e-003	0.0000	5.1000e-004	0.0000	5.2000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4025	0.4025	1.0000e-005	1.0000e-005	0.4061
Total	1.7000e-004	1.1000e-004	1.4400e-003	0.0000	5.1000e-004	0.0000	5.2000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.4025	0.4025	1.0000e-005	1.0000e-005	0.4061

3.6 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1059	0.8139	0.8765	1.5300e-003		0.0358	0.0358		0.0345	0.0345	0.0000	126.2114	126.2114	0.0214	0.0000	126.7472
Total	0.1059	0.8139	0.8765	1.5300e-003		0.0358	0.0358		0.0345	0.0345	0.0000	126.2114	126.2114	0.0214	0.0000	126.7472

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3.6 Building Construction - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.9000e-004	0.0371	0.0116	1.7000e-004	5.4700e-003	2.2000e-004	5.6900e-003	1.5800e-003	2.1000e-004	1.7900e-003	0.0000	16.4628	16.4628	3.4000e-004	2.4400e-003	17.1969
Worker	5.6900e-003	3.9000e-003	0.0493	1.5000e-004	0.0176	9.0000e-005	0.0177	4.6800e-003	8.0000e-005	4.7600e-003	0.0000	13.7732	13.7732	4.0000e-004	3.8000e-004	13.8957
Total	6.5800e-003	0.0410	0.0609	3.2000e-004	0.0230	3.1000e-004	0.0234	6.2600e-003	2.9000e-004	6.5500e-003	0.0000	30.2360	30.2360	7.4000e-004	2.8200e-003	31.0926

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.1059	0.8139	0.8765	1.5300e-003		0.0358	0.0358		0.0345	0.0345	0.0000	126.2112	126.2112	0.0214	0.0000	126.7470
Total	0.1059	0.8139	0.8765	1.5300e-003		0.0358	0.0358		0.0345	0.0345	0.0000	126.2112	126.2112	0.0214	0.0000	126.7470

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3.6 Building Construction - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	8.9000e-004	0.0371	0.0116	1.7000e-004	5.4700e-003	2.2000e-004	5.6900e-003	1.5800e-003	2.1000e-004	1.7900e-003	0.0000	16.4628	16.4628	3.4000e-004	2.4400e-003	17.1969
Worker	5.6900e-003	3.9000e-003	0.0493	1.5000e-004	0.0176	9.0000e-005	0.0177	4.6800e-003	8.0000e-005	4.7600e-003	0.0000	13.7732	13.7732	4.0000e-004	3.8000e-004	13.8957
Total	6.5800e-003	0.0410	0.0609	3.2000e-004	0.0230	3.1000e-004	0.0234	6.2600e-003	2.9000e-004	6.5500e-003	0.0000	30.2360	30.2360	7.4000e-004	2.8200e-003	31.0926

3.6 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0433	0.3375	0.3818	6.7000e-004		0.0137	0.0137		0.0133	0.0133	0.0000	55.3914	55.3914	9.2200e-003	0.0000	55.6221
Total	0.0433	0.3375	0.3818	6.7000e-004		0.0137	0.0137		0.0133	0.0133	0.0000	55.3914	55.3914	9.2200e-003	0.0000	55.6221

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3.6 Building Construction - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.8000e-004	0.0163	4.9800e-003	7.0000e-005	2.4000e-003	1.0000e-004	2.5000e-003	6.9000e-004	9.0000e-005	7.9000e-004	0.0000	7.1121	7.1121	1.5000e-004	1.0500e-003	7.4292
Worker	2.3400e-003	1.5300e-003	0.0202	6.0000e-005	7.7100e-003	4.0000e-005	7.7500e-003	2.0500e-003	3.0000e-005	2.0900e-003	0.0000	5.8953	5.8953	1.6000e-004	1.5000e-004	5.9453
Total	2.7200e-003	0.0178	0.0252	1.3000e-004	0.0101	1.4000e-004	0.0103	2.7400e-003	1.2000e-004	2.8800e-003	0.0000	13.0074	13.0074	3.1000e-004	1.2000e-003	13.3745

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Off-Road	0.0433	0.3375	0.3818	6.7000e-004		0.0137	0.0137		0.0133	0.0133	0.0000	55.3914	55.3914	9.2200e-003	0.0000	55.6220
Total	0.0433	0.3375	0.3818	6.7000e-004		0.0137	0.0137		0.0133	0.0133	0.0000	55.3914	55.3914	9.2200e-003	0.0000	55.6220

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3.6 Building Construction - 2024

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	3.8000e-004	0.0163	4.9800e-003	7.0000e-005	2.4000e-003	1.0000e-004	2.5000e-003	6.9000e-004	9.0000e-005	7.9000e-004	0.0000	7.1121	7.1121	1.5000e-004	1.0500e-003	7.4292
Worker	2.3400e-003	1.5300e-003	0.0202	6.0000e-005	7.7100e-003	4.0000e-005	7.7500e-003	2.0500e-003	3.0000e-005	2.0900e-003	0.0000	5.8953	5.8953	1.6000e-004	1.5000e-004	5.9453
Total	2.7200e-003	0.0178	0.0252	1.3000e-004	0.0101	1.4000e-004	0.0103	2.7400e-003	1.2000e-004	2.8800e-003	0.0000	13.0074	13.0074	3.1000e-004	1.2000e-003	13.3745

3.7 Architectural Coating - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.2545					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0124	0.0840	0.1168	1.9000e-004		4.5700e-003	4.5700e-003		4.5700e-003	4.5700e-003	0.0000	16.4685	16.4685	9.9000e-004	0.0000	16.4931
Total	0.2668	0.0840	0.1168	1.9000e-004		4.5700e-003	4.5700e-003		4.5700e-003	4.5700e-003	0.0000	16.4685	16.4685	9.9000e-004	0.0000	16.4931

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2023

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.9000e-004	6.8000e-004	8.5800e-003	3.0000e-005	3.0600e-003	2.0000e-005	3.0700e-003	8.1000e-004	1.0000e-005	8.3000e-004	0.0000	2.3967	2.3967	7.0000e-005	7.0000e-005	2.4180
Total	9.9000e-004	6.8000e-004	8.5800e-003	3.0000e-005	3.0600e-003	2.0000e-005	3.0700e-003	8.1000e-004	1.0000e-005	8.3000e-004	0.0000	2.3967	2.3967	7.0000e-005	7.0000e-005	2.4180

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.2545					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0124	0.0840	0.1168	1.9000e-004		4.5700e-003	4.5700e-003		4.5700e-003	4.5700e-003	0.0000	16.4685	16.4685	9.9000e-004	0.0000	16.4931
Total	0.2668	0.0840	0.1168	1.9000e-004		4.5700e-003	4.5700e-003		4.5700e-003	4.5700e-003	0.0000	16.4685	16.4685	9.9000e-004	0.0000	16.4931

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3.7 Architectural Coating - 2023

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	9.9000e-004	6.8000e-004	8.5800e-003	3.0000e-005	3.0600e-003	2.0000e-005	3.0700e-003	8.1000e-004	1.0000e-005	8.3000e-004	0.0000	2.3967	2.3967	7.0000e-005	7.0000e-005	2.4180
Total	9.9000e-004	6.8000e-004	8.5800e-003	3.0000e-005	3.0600e-003	2.0000e-005	3.0700e-003	8.1000e-004	1.0000e-005	8.3000e-004	0.0000	2.3967	2.3967	7.0000e-005	7.0000e-005	2.4180

3.7 Architectural Coating - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1401					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.4200e-003	0.0433	0.0643	1.1000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	9.0641	9.0641	5.1000e-004	0.0000	9.0768
Total	0.1465	0.0433	0.0643	1.1000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	9.0641	9.0641	5.1000e-004	0.0000	9.0768

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2024

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.1000e-004	3.3000e-004	4.4100e-003	1.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.2866	1.2866	3.0000e-005	3.0000e-005	1.2975
Total	5.1000e-004	3.3000e-004	4.4100e-003	1.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.2866	1.2866	3.0000e-005	3.0000e-005	1.2975

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Archit. Coating	0.1401					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	6.4200e-003	0.0433	0.0643	1.1000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	9.0640	9.0640	5.1000e-004	0.0000	9.0768
Total	0.1465	0.0433	0.0643	1.1000e-004		2.1600e-003	2.1600e-003		2.1600e-003	2.1600e-003	0.0000	9.0640	9.0640	5.1000e-004	0.0000	9.0768

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2024****Mitigated Construction Off-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Worker	5.1000e-004	3.3000e-004	4.4100e-003	1.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.2866	1.2866	3.0000e-005	3.0000e-005	1.2975
Total	5.1000e-004	3.3000e-004	4.4100e-003	1.0000e-005	1.6800e-003	1.0000e-005	1.6900e-003	4.5000e-004	1.0000e-005	4.6000e-004	0.0000	1.2866	1.2866	3.0000e-005	3.0000e-005	1.2975

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.2240	0.2364	1.9593	3.8400e-003	0.4085	2.9100e-003	0.4114	0.1091	2.7100e-003	0.1119	0.0000	360.0148	360.0148	0.0259	0.0183	366.1279
Unmitigated	0.2240	0.2364	1.9593	3.8400e-003	0.4085	2.9100e-003	0.4114	0.1091	2.7100e-003	0.1119	0.0000	360.0148	360.0148	0.0259	0.0183	366.1279

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Hotel	610.28	597.87	434.35	1,108,371	1,108,371
Total	610.28	597.87	434.35	1,108,371	1,108,371

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Hotel	0.553342	0.058522	0.188738	0.121080	0.023016	0.005623	0.010412	0.007562	0.000987	0.000568	0.026444	0.000834	0.002871

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Electricity Mitigated						0.0000	0.0000		0.0000	0.0000	0.0000	51.8026	51.8026	8.3800e-003	1.0200e-003	52.3148
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	51.8026	51.8026	8.3800e-003	1.0200e-003	52.3148
NaturalGas Mitigated	0.0179	0.1629	0.1368	9.8000e-004		0.0124	0.0124		0.0124	0.0124	0.0000	177.2869	177.2869	3.4000e-003	3.2500e-003	178.3404
NaturalGas Unmitigated	0.0179	0.1629	0.1368	9.8000e-004		0.0124	0.0124		0.0124	0.0124	0.0000	177.2869	177.2869	3.4000e-003	3.2500e-003	178.3404

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Hotel	3.32223e+006	0.0179	0.1629	0.1368	9.8000e-004		0.0124	0.0124		0.0124	0.0124	0.0000	177.2869	177.2869	3.4000e-003	3.2500e-003	178.3404
Total		0.0179	0.1629	0.1368	9.8000e-004		0.0124	0.0124		0.0124	0.0124	0.0000	177.2869	177.2869	3.4000e-003	3.2500e-003	178.3404

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	tons/yr										MT/yr					
Hotel	3.32223e+006	0.0179	0.1629	0.1368	9.8000e-004		0.0124	0.0124		0.0124	0.0124	0.0000	177.2869	177.2869	3.4000e-003	3.2500e-003	178.3404
Total		0.0179	0.1629	0.1368	9.8000e-004		0.0124	0.0124		0.0124	0.0124	0.0000	177.2869	177.2869	3.4000e-003	3.2500e-003	178.3404

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**5.3 Energy by Land Use - Electricity****Unmitigated**

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Hotel	559884	51.8026	8.3800e-003	1.0200e-003	52.3148
Total		51.8026	8.3800e-003	1.0200e-003	52.3148

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Hotel	559884	51.8026	8.3800e-003	1.0200e-003	52.3148
Total		51.8026	8.3800e-003	1.0200e-003	52.3148

6.0 Area Detail**6.1 Mitigation Measures Area**

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	tons/yr										MT/yr					
Mitigated	0.3350	1.0000e-005	6.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3000e-003	1.3000e-003	0.0000	0.0000	1.3900e-003
Unmitigated	0.3350	1.0000e-005	6.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3000e-003	1.3000e-003	0.0000	0.0000	1.3900e-003

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0395					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.2955					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	6.0000e-005	1.0000e-005	6.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3000e-003	1.3000e-003	0.0000	0.0000	1.3900e-003
Total	0.3350	1.0000e-005	6.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3000e-003	1.3000e-003	0.0000	0.0000	1.3900e-003

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	tons/yr										MT/yr					
Architectural Coating	0.0395					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.2955					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	6.0000e-005	1.0000e-005	6.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3000e-003	1.3000e-003	0.0000	0.0000	1.3900e-003
Total	0.3350	1.0000e-005	6.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	1.3000e-003	1.3000e-003	0.0000	0.0000	1.3900e-003

7.0 Water Detail

7.1 Mitigation Measures Water

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	Total CO2	CH4	N2O	CO2e
Category	MT/yr			
Mitigated	1.5812	0.0605	1.4400e-003	3.5241
Unmitigated	1.5812	0.0605	1.4400e-003	3.5241

7.2 Water by Land Use**Unmitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Hotel	1.85177 / 0.205753	1.5812	0.0605	1.4400e-003	3.5241
Total		1.5812	0.0605	1.4400e-003	3.5241

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**7.2 Water by Land Use****Mitigated**

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Hotel	1.85177 / 0.205753	1.5812	0.0605	1.4400e-003	3.5241
Total		1.5812	0.0605	1.4400e-003	3.5241

8.0 Waste Detail**8.1 Mitigation Measures Waste****Category/Year**

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	8.1136	0.4795	0.0000	20.1010
Unmitigated	8.1136	0.4795	0.0000	20.1010

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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**8.2 Waste by Land Use****Unmitigated**

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Hotel	39.97	8.1136	0.4795	0.0000	20.1010
Total		8.1136	0.4795	0.0000	20.1010

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Hotel	39.97	8.1136	0.4795	0.0000	20.1010
Total		8.1136	0.4795	0.0000	20.1010

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Granada Hotel - Proposed Project
Bay Area AQMD Air District, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Hotel	73.00	Room	1.09	75,660.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	64
Climate Zone	4			Operational Year	2024
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MWhr)	203.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Lot acreage and square footage updated to match site plan.

Construction Phase - Architectural coating phase adjusted to occur simulatenously with building construction phase.

Demolition -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	200.00
tblLandUse	LandUseSquareFeet	105,996.00	75,660.00
tblLandUse	LotAcreage	2.43	1.09

2.0 Emissions Summary

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

2.1 Overall Construction (Maximum Daily Emission)

Unmitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	5.7760	14.7372	15.4950	0.0302	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,821.150 0	2,821.150 0	0.6473	0.0452	2,843.831 2
2024	5.6547	12.8503	15.3348	0.0300	0.3934	0.5161	0.9096	0.1062	0.5001	0.6063	0.0000	2,810.342 0	2,810.342 0	0.3609	0.0441	2,832.504 2
Maximum	5.7760	14.7372	15.4950	0.0302	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,821.150 0	2,821.150 0	0.6473	0.0452	2,843.831 2

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	5.7760	14.7372	15.4950	0.0302	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,821.150 0	2,821.150 0	0.6473	0.0452	2,843.831 2
2024	5.6547	12.8503	15.3348	0.0300	0.3934	0.5161	0.9096	0.1062	0.5001	0.6063	0.0000	2,810.342 0	2,810.342 0	0.3609	0.0441	2,832.504 2
Maximum	5.7760	14.7372	15.4950	0.0302	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,821.150 0	2,821.150 0	0.6473	0.0452	2,843.831 2

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170
Energy	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871
Mobile	1.4483	1.2491	11.0895	0.0232	2.4405	0.0167	2.4572	0.6500	0.0156	0.6656		2,403.2047	2,403.2047	0.1519	0.1101	2,439.8009
Total	3.3824	2.1415	11.8465	0.0286	2.4405	0.0846	2.5250	0.6500	0.0834	0.7334		3,474.0444	3,474.0444	0.1725	0.1297	3,517.0050

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170
Energy	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871
Mobile	1.4483	1.2491	11.0895	0.0232	2.4405	0.0167	2.4572	0.6500	0.0156	0.6656		2,403.2047	2,403.2047	0.1519	0.1101	2,439.8009
Total	3.3824	2.1415	11.8465	0.0286	2.4405	0.0846	2.5250	0.6500	0.0834	0.7334		3,474.0444	3,474.0444	0.1725	0.1297	3,517.0050

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	5/1/2023	5/26/2023	5	20	
2	Site Preparation	Site Preparation	5/27/2023	5/30/2023	5	2	
3	Grading	Grading	5/31/2023	6/5/2023	5	4	
4	Paving	Paving	6/6/2023	6/19/2023	5	10	
5	Building Construction	Building Construction	6/20/2023	3/25/2024	5	200	
6	Architectural Coating	Architectural Coating	7/4/2023	4/8/2024	5	200	

Acres of Grading (Site Preparation Phase): 1.88**Acres of Grading (Grading Phase): 4****Acres of Paving: 0****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 113,490; Non-Residential Outdoor: 37,830; Striped Parking Area: 0 (Architectural Coating – sqft)****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	61.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	32.00	12.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.6622	0.0000	0.6622	0.1003	0.0000	0.1003			0.0000			0.0000
Off-Road	1.4725	14.3184	13.4577	0.0241		0.6766	0.6766		0.6328	0.6328		2,324.3959	2,324.3959	0.5893		2,339.1278
Total	1.4725	14.3184	13.4577	0.0241	0.6622	0.6766	1.3388	0.1003	0.6328	0.7330		2,324.3959	2,324.3959	0.5893		2,339.1278

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	6.5300e-003	0.3986	0.0968	1.8400e-003	0.0534	3.3400e-003	0.0567	0.0146	3.2000e-003	0.0178		200.5655	200.5655	6.6100e-003	0.0318	210.2017
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0352	0.0202	0.3108	9.3000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		94.7498	94.7498	2.3900e-003	2.2500e-003	95.4794
Total	0.0417	0.4188	0.4076	2.7700e-003	0.1601	3.8700e-003	0.1640	0.0430	3.6900e-003	0.0466		295.3154	295.3154	9.0000e-003	0.0340	305.6811

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.6622	0.0000	0.6622	0.1003	0.0000	0.1003			0.0000			0.0000
Off-Road	1.4725	14.3184	13.4577	0.0241		0.6766	0.6766		0.6328	0.6328	0.0000	2,324.3959	2,324.3959	0.5893		2,339.1278
Total	1.4725	14.3184	13.4577	0.0241	0.6622	0.6766	1.3388	0.1003	0.6328	0.7330	0.0000	2,324.3959	2,324.3959	0.5893		2,339.1278

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	6.5300e-003	0.3986	0.0968	1.8400e-003	0.0534	3.3400e-003	0.0567	0.0146	3.2000e-003	0.0178		200.5655	200.5655	6.6100e-003	0.0318	210.2017
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0352	0.0202	0.3108	9.3000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		94.7498	94.7498	2.3900e-003	2.2500e-003	95.4794
Total	0.0417	0.4188	0.4076	2.7700e-003	0.1601	3.8700e-003	0.1640	0.0430	3.6900e-003	0.0466		295.3154	295.3154	9.0000e-003	0.0340	305.6811

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1339	12.4250	6.6420	0.0172		0.5074	0.5074		0.4668	0.4668		1,666.057 3	1,666.057 3	0.5388		1,679.528 2
Total	1.1339	12.4250	6.6420	0.0172	6.2662	0.5074	6.7736	3.0041	0.4668	3.4709		1,666.057 3	1,666.057 3	0.5388		1,679.528 2

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0216	0.0124	0.1912	5.7000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		58.3076	58.3076	1.4700e-003	1.3800e-003	58.7566
Total	0.0216	0.0124	0.1912	5.7000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		58.3076	58.3076	1.4700e-003	1.3800e-003	58.7566

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1339	12.4250	6.6420	0.0172		0.5074	0.5074		0.4668	0.4668	0.0000	1,666.057 3	1,666.057 3	0.5388		1,679.528 2
Total	1.1339	12.4250	6.6420	0.0172	6.2662	0.5074	6.7736	3.0041	0.4668	3.4709	0.0000	1,666.057 3	1,666.057 3	0.5388		1,679.528 2

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0216	0.0124	0.1912	5.7000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		58.3076	58.3076	1.4700e-003	1.3800e-003	58.7566
Total	0.0216	0.0124	0.1912	5.7000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		58.3076	58.3076	1.4700e-003	1.3800e-003	58.7566

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3330	14.4676	8.7038	0.0206		0.6044	0.6044		0.5560	0.5560		1,995.614 7	1,995.614 7	0.6454		2,011.750 3
Total	1.3330	14.4676	8.7038	0.0206	7.0826	0.6044	7.6869	3.4247	0.5560	3.9807		1,995.614 7	1,995.614 7	0.6454		2,011.750 3

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0271	0.0155	0.2391	7.1000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		72.8845	72.8845	1.8400e-003	1.7300e-003	73.4457
Total	0.0271	0.0155	0.2391	7.1000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		72.8845	72.8845	1.8400e-003	1.7300e-003	73.4457

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3330	14.4676	8.7038	0.0206		0.6044	0.6044		0.5560	0.5560	0.0000	1,995.614 7	1,995.614 7	0.6454		2,011.750 3
Total	1.3330	14.4676	8.7038	0.0206	7.0826	0.6044	7.6869	3.4247	0.5560	3.9807	0.0000	1,995.614 7	1,995.614 7	0.6454		2,011.750 3

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0271	0.0155	0.2391	7.1000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		72.8845	72.8845	1.8400e-003	1.7300e-003	73.4457
Total	0.0271	0.0155	0.2391	7.1000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		72.8845	72.8845	1.8400e-003	1.7300e-003	73.4457

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.5 Paving - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6446	6.2357	8.8024	0.0136		0.3084	0.3084		0.2846	0.2846		1,297.688 0	1,297.688 0	0.4114		1,307.972 5
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.6446	6.2357	8.8024	0.0136		0.3084	0.3084		0.2846	0.2846		1,297.688 0	1,297.688 0	0.4114		1,307.972 5

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0352	0.0202	0.3108	9.3000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		94.7498	94.7498	2.3900e-003	2.2500e-003	95.4794
Total	0.0352	0.0202	0.3108	9.3000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		94.7498	94.7498	2.3900e-003	2.2500e-003	95.4794

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Paving - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6446	6.2357	8.8024	0.0136		0.3084	0.3084		0.2846	0.2846	0.0000	1,297.688 0	1,297.688 0	0.4114		1,307.972 5
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.6446	6.2357	8.8024	0.0136		0.3084	0.3084		0.2846	0.2846	0.0000	1,297.688 0	1,297.688 0	0.4114		1,307.972 5

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0352	0.0202	0.3108	9.3000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		94.7498	94.7498	2.3900e-003	2.2500e-003	95.4794
Total	0.0352	0.0202	0.3108	9.3000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		94.7498	94.7498	2.3900e-003	2.2500e-003	95.4794

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968		2,001.7877	2,001.7877	0.3399		2,010.2858
Total	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968		2,001.7877	2,001.7877	0.3399		2,010.2858

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0131	0.5147	0.1644	2.4300e-003	0.0813	3.1200e-003	0.0844	0.0234	2.9800e-003	0.0264		260.9532	260.9532	5.3400e-003	0.0386	272.5827
Worker	0.0866	0.0497	0.7650	2.2800e-003	0.2629	1.3000e-003	0.2642	0.0697	1.2000e-003	0.0709		233.2304	233.2304	5.8800e-003	5.5300e-003	235.0263
Total	0.0996	0.5644	0.9293	4.7100e-003	0.3441	4.4200e-003	0.3486	0.0931	4.1800e-003	0.0973		494.1836	494.1836	0.0112	0.0441	507.6090

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968	0.0000	2,001.7877	2,001.7877	0.3399		2,010.2858
Total	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968	0.0000	2,001.7877	2,001.7877	0.3399		2,010.2858

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0131	0.5147	0.1644	2.4300e-003	0.0813	3.1200e-003	0.0844	0.0234	2.9800e-003	0.0264		260.9532	260.9532	5.3400e-003	0.0386	272.5827
Worker	0.0866	0.0497	0.7650	2.2800e-003	0.2629	1.3000e-003	0.2642	0.0697	1.2000e-003	0.0709		233.2304	233.2304	5.8800e-003	5.5300e-003	235.0263
Total	0.0996	0.5644	0.9293	4.7100e-003	0.3441	4.4200e-003	0.3486	0.0931	4.1800e-003	0.0973		494.1836	494.1836	0.0112	0.0441	507.6090

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348		2,001.9214	2,001.9214	0.3334		2,010.2563
Total	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348		2,001.9214	2,001.9214	0.3334		2,010.2563

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0127	0.5149	0.1609	2.3900e-003	0.0813	3.1400e-003	0.0844	0.0234	3.0100e-003	0.0264		256.8833	256.8833	5.3100e-003	0.0380	268.3314
Worker	0.0809	0.0444	0.7130	2.2000e-003	0.2629	1.2400e-003	0.2641	0.0697	1.1400e-003	0.0709		227.4436	227.4436	5.3200e-003	5.1600e-003	229.1136
Total	0.0936	0.5593	0.8738	4.5900e-003	0.3441	4.3800e-003	0.3485	0.0931	4.1500e-003	0.0973		484.3269	484.3269	0.0106	0.0431	497.4449

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348	0.0000	2,001.921 4	2,001.921 4	0.3334		2,010.256 3
Total	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348	0.0000	2,001.921 4	2,001.921 4	0.3334		2,010.256 3

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0127	0.5149	0.1609	2.3900e-003	0.0813	3.1400e-003	0.0844	0.0234	3.0100e-003	0.0264		256.8833	256.8833	5.3100e-003	0.0380	268.3314
Worker	0.0809	0.0444	0.7130	2.2000e-003	0.2629	1.2400e-003	0.2641	0.0697	1.1400e-003	0.0709		227.4436	227.4436	5.3200e-003	5.1600e-003	229.1136
Total	0.0936	0.5593	0.8738	4.5900e-003	0.3441	4.3800e-003	0.3485	0.0931	4.1500e-003	0.0973		484.3269	484.3269	0.0106	0.0431	497.4449

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.9452					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	4.1369	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0162	9.3200e-003	0.1434	4.3000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		43.7307	43.7307	1.1000e-003	1.0400e-003	44.0674
Total	0.0162	9.3200e-003	0.1434	4.3000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		43.7307	43.7307	1.1000e-003	1.0400e-003	44.0674

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.9452					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	4.1369	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0162	9.3200e-003	0.1434	4.3000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		43.7307	43.7307	1.1000e-003	1.0400e-003	44.0674
Total	0.0162	9.3200e-003	0.1434	4.3000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		43.7307	43.7307	1.1000e-003	1.0400e-003	44.0674

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2024****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.9452					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	4.1260	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0152	8.3200e-003	0.1337	4.1000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		42.6457	42.6457	1.0000e-003	9.7000e-004	42.9588
Total	0.0152	8.3200e-003	0.1337	4.1000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		42.6457	42.6457	1.0000e-003	9.7000e-004	42.9588

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2024****Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.9452					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	4.1260	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0152	8.3200e-003	0.1337	4.1000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		42.6457	42.6457	1.0000e-003	9.7000e-004	42.9588
Total	0.0152	8.3200e-003	0.1337	4.1000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		42.6457	42.6457	1.0000e-003	9.7000e-004	42.9588

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.4483	1.2491	11.0895	0.0232	2.4405	0.0167	2.4572	0.6500	0.0156	0.6656		2,403.2047	2,403.2047	0.1519	0.1101	2,439.8009
Unmitigated	1.4483	1.2491	11.0895	0.0232	2.4405	0.0167	2.4572	0.6500	0.0156	0.6656		2,403.2047	2,403.2047	0.1519	0.1101	2,439.8009

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Hotel	610.28	597.87	434.35	1,108,371	1,108,371
Total	610.28	597.87	434.35	1,108,371	1,108,371

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Hotel	0.553342	0.058522	0.188738	0.121080	0.023016	0.005623	0.010412	0.007562	0.000987	0.000568	0.026444	0.000834	0.002871

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**5.0 Energy Detail**

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871
NaturalGas Unmitigated	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871

5.2 Energy by Land Use - NaturalGas**Unmitigated**

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Hotel	9102	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871
Total		0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Hotel	9.102	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871
Total		0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170
Unmitigated	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2162					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.6191					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	6.9000e-004	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170
Total	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2162					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.6191					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	6.9000e-004	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170
Total	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170

7.0 Water Detail

7.1 Mitigation Measures Water

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Summer

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Granada Hotel - Proposed Project

Bay Area AQMD Air District, Winter

1.0 Project Characteristics**1.1 Land Usage**

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Hotel	73.00	Room	1.09	75,660.00	0

1.2 Other Project Characteristics

Urbanization	Urban	Wind Speed (m/s)	2.2	Precipitation Freq (Days)	64
Climate Zone	4			Operational Year	2024
Utility Company	Pacific Gas and Electric Company				
CO2 Intensity (lb/MWhr)	203.98	CH4 Intensity (lb/MWhr)	0.033	N2O Intensity (lb/MWhr)	0.004

1.3 User Entered Comments & Non-Default Data

Project Characteristics -

Land Use - Lot acreage and square footage updated to match site plan.

Construction Phase - Architectural coating phase adjusted to occur simulatenously with building construction phase.

Demolition -

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	200.00
tblLandUse	LandUseSquareFeet	105,996.00	75,660.00
tblLandUse	LotAcreage	2.43	1.09

2.0 Emissions Summary

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**2.1 Overall Construction (Maximum Daily Emission)****Unmitigated Construction**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	5.7781	14.7649	15.4622	0.0300	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,801.8918	2,801.8918	0.6475	0.0462	2,824.9211
2024	5.6570	12.8926	15.3075	0.0299	0.3934	0.5161	0.9096	0.1062	0.5001	0.6063	0.0000	2,791.6140	2,791.6140	0.3617	0.0451	2,814.1006
Maximum	5.7781	14.7649	15.4622	0.0300	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,801.8918	2,801.8918	0.6475	0.0462	2,824.9211

Mitigated Construction

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Year	lb/day										lb/day					
2023	5.7781	14.7649	15.4622	0.0300	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,801.8918	2,801.8918	0.6475	0.0462	2,824.9211
2024	5.6570	12.8926	15.3075	0.0299	0.3934	0.5161	0.9096	0.1062	0.5001	0.6063	0.0000	2,791.6140	2,791.6140	0.3617	0.0451	2,814.1006
Maximum	5.7781	14.7649	15.4622	0.0300	7.1647	0.6805	7.7695	3.4465	0.6365	4.0029	0.0000	2,801.8918	2,801.8918	0.6475	0.0462	2,824.9211

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**2.2 Overall Operational****Unmitigated Operational**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170
Energy	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871
Mobile	1.2869	1.4391	12.0807	0.0220	2.4405	0.0168	2.4572	0.6500	0.0156	0.6656		2,270.6781	2,270.6781	0.1748	0.1210	2,311.1058
Total	3.2210	2.3315	12.8377	0.0273	2.4405	0.0846	2.5251	0.6500	0.0835	0.7334		3,341.5178	3,341.5178	0.1953	0.1406	3,388.3099

Mitigated Operational

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Area	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170
Energy	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871
Mobile	1.2869	1.4391	12.0807	0.0220	2.4405	0.0168	2.4572	0.6500	0.0156	0.6656		2,270.6781	2,270.6781	0.1748	0.1210	2,311.1058
Total	3.2210	2.3315	12.8377	0.0273	2.4405	0.0846	2.5251	0.6500	0.0835	0.7334		3,341.5178	3,341.5178	0.1953	0.1406	3,388.3099

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

3.0 Construction Detail**Construction Phase**

Phase Number	Phase Name	Phase Type	Start Date	End Date	Num Days Week	Num Days	Phase Description
1	Demolition	Demolition	5/1/2023	5/26/2023	5	20	
2	Site Preparation	Site Preparation	5/27/2023	5/30/2023	5	2	
3	Grading	Grading	5/31/2023	6/5/2023	5	4	
4	Paving	Paving	6/6/2023	6/19/2023	5	10	
5	Building Construction	Building Construction	6/20/2023	3/25/2024	5	200	
6	Architectural Coating	Architectural Coating	7/4/2023	4/8/2024	5	200	

Acres of Grading (Site Preparation Phase): 1.88**Acres of Grading (Grading Phase): 4****Acres of Paving: 0****Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 113,490; Non-Residential Outdoor: 37,830; Striped Parking Area: 0 (Architectural Coating – sqft)****OffRoad Equipment**

Phase Name	Offroad Equipment Type	Amount	Usage Hours	Horse Power	Load Factor
Demolition	Concrete/Industrial Saws	1	8.00	81	0.73
Demolition	Rubber Tired Dozers	1	8.00	247	0.40
Demolition	Tractors/Loaders/Backhoes	3	8.00	97	0.37
Site Preparation	Graders	1	8.00	187	0.41
Site Preparation	Rubber Tired Dozers	1	7.00	247	0.40

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Site Preparation	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Grading	Graders	1	8.00	187	0.41
Grading	Rubber Tired Dozers	1	8.00	247	0.40
Grading	Tractors/Loaders/Backhoes	2	7.00	97	0.37
Building Construction	Cranes	1	6.00	231	0.29
Building Construction	Forklifts	1	6.00	89	0.20
Building Construction	Generator Sets	1	8.00	84	0.74
Building Construction	Tractors/Loaders/Backhoes	1	6.00	97	0.37
Building Construction	Welders	3	8.00	46	0.45
Paving	Cement and Mortar Mixers	1	6.00	9	0.56
Paving	Pavers	1	6.00	130	0.42
Paving	Paving Equipment	1	8.00	132	0.36
Paving	Rollers	1	7.00	80	0.38
Paving	Tractors/Loaders/Backhoes	1	8.00	97	0.37
Architectural Coating	Air Compressors	1	6.00	78	0.48

Trips and VMT

Phase Name	Offroad Equipment Count	Worker Trip Number	Vendor Trip Number	Hauling Trip Number	Worker Trip Length	Vendor Trip Length	Hauling Trip Length	Worker Vehicle Class	Vendor Vehicle Class	Hauling Vehicle Class
Demolition	5	13.00	0.00	61.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Site Preparation	3	8.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Grading	4	10.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Building Construction	7	32.00	12.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Paving	5	13.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT
Architectural Coating	1	6.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.6622	0.0000	0.6622	0.1003	0.0000	0.1003			0.0000			0.0000
Off-Road	1.4725	14.3184	13.4577	0.0241		0.6766	0.6766		0.6328	0.6328		2,324.3959	2,324.3959	0.5893		2,339.1278
Total	1.4725	14.3184	13.4577	0.0241	0.6622	0.6766	1.3388	0.1003	0.6328	0.7330		2,324.3959	2,324.3959	0.5893		2,339.1278

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	6.1300e-003	0.4216	0.0981	1.8400e-003	0.0534	3.3500e-003	0.0567	0.0146	3.2000e-003	0.0178		200.7544	200.7544	6.5900e-003	0.0318	210.3994
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0361	0.0249	0.2976	8.6000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		88.0338	88.0338	2.7200e-003	2.5900e-003	88.8728
Total	0.0422	0.4465	0.3957	2.7000e-003	0.1601	3.8800e-003	0.1640	0.0430	3.6900e-003	0.0466		288.7882	288.7882	9.3100e-003	0.0344	299.2722

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					0.6622	0.0000	0.6622	0.1003	0.0000	0.1003			0.0000			0.0000
Off-Road	1.4725	14.3184	13.4577	0.0241		0.6766	0.6766		0.6328	0.6328	0.0000	2,324.3959	2,324.3959	0.5893		2,339.1278
Total	1.4725	14.3184	13.4577	0.0241	0.6622	0.6766	1.3388	0.1003	0.6328	0.7330	0.0000	2,324.3959	2,324.3959	0.5893		2,339.1278

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	6.1300e-003	0.4216	0.0981	1.8400e-003	0.0534	3.3500e-003	0.0567	0.0146	3.2000e-003	0.0178		200.7544	200.7544	6.5900e-003	0.0318	210.3994
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0361	0.0249	0.2976	8.6000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		88.0338	88.0338	2.7200e-003	2.5900e-003	88.8728
Total	0.0422	0.4465	0.3957	2.7000e-003	0.1601	3.8800e-003	0.1640	0.0430	3.6900e-003	0.0466		288.7882	288.7882	9.3100e-003	0.0344	299.2722

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1339	12.4250	6.6420	0.0172		0.5074	0.5074		0.4668	0.4668		1,666.057 3	1,666.057 3	0.5388		1,679.528 2
Total	1.1339	12.4250	6.6420	0.0172	6.2662	0.5074	6.7736	3.0041	0.4668	3.4709		1,666.057 3	1,666.057 3	0.5388		1,679.528 2

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0222	0.0153	0.1832	5.3000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		54.1746	54.1746	1.6700e-003	1.5900e-003	54.6909
Total	0.0222	0.0153	0.1832	5.3000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		54.1746	54.1746	1.6700e-003	1.5900e-003	54.6909

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1339	12.4250	6.6420	0.0172		0.5074	0.5074		0.4668	0.4668	0.0000	1,666.057 3	1,666.057 3	0.5388		1,679.528 2
Total	1.1339	12.4250	6.6420	0.0172	6.2662	0.5074	6.7736	3.0041	0.4668	3.4709	0.0000	1,666.057 3	1,666.057 3	0.5388		1,679.528 2

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0222	0.0153	0.1832	5.3000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		54.1746	54.1746	1.6700e-003	1.5900e-003	54.6909
Total	0.0222	0.0153	0.1832	5.3000e-004	0.0657	3.3000e-004	0.0660	0.0174	3.0000e-004	0.0177		54.1746	54.1746	1.6700e-003	1.5900e-003	54.6909

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3330	14.4676	8.7038	0.0206		0.6044	0.6044		0.5560	0.5560		1,995.614 7	1,995.614 7	0.6454		2,011.750 3
Total	1.3330	14.4676	8.7038	0.0206	7.0826	0.6044	7.6869	3.4247	0.5560	3.9807		1,995.614 7	1,995.614 7	0.6454		2,011.750 3

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0277	0.0192	0.2290	6.6000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		67.7183	67.7183	2.0900e-003	1.9900e-003	68.3637
Total	0.0277	0.0192	0.2290	6.6000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		67.7183	67.7183	2.0900e-003	1.9900e-003	68.3637

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3330	14.4676	8.7038	0.0206		0.6044	0.6044		0.5560	0.5560	0.0000	1,995.614 7	1,995.614 7	0.6454		2,011.750 3
Total	1.3330	14.4676	8.7038	0.0206	7.0826	0.6044	7.6869	3.4247	0.5560	3.9807	0.0000	1,995.614 7	1,995.614 7	0.6454		2,011.750 3

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0277	0.0192	0.2290	6.6000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		67.7183	67.7183	2.0900e-003	1.9900e-003	68.3637
Total	0.0277	0.0192	0.2290	6.6000e-004	0.0822	4.1000e-004	0.0826	0.0218	3.8000e-004	0.0222		67.7183	67.7183	2.0900e-003	1.9900e-003	68.3637

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Paving - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6446	6.2357	8.8024	0.0136		0.3084	0.3084		0.2846	0.2846		1,297.6880	1,297.6880	0.4114		1,307.9725
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.6446	6.2357	8.8024	0.0136		0.3084	0.3084		0.2846	0.2846		1,297.6880	1,297.6880	0.4114		1,307.9725

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0361	0.0249	0.2976	8.6000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		88.0338	88.0338	2.7200e-003	2.5900e-003	88.8728
Total	0.0361	0.0249	0.2976	8.6000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		88.0338	88.0338	2.7200e-003	2.5900e-003	88.8728

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Paving - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	0.6446	6.2357	8.8024	0.0136		0.3084	0.3084		0.2846	0.2846	0.0000	1,297.688 0	1,297.688 0	0.4114		1,307.972 5
Paving	0.0000					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	0.6446	6.2357	8.8024	0.0136		0.3084	0.3084		0.2846	0.2846	0.0000	1,297.688 0	1,297.688 0	0.4114		1,307.972 5

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0361	0.0249	0.2976	8.6000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		88.0338	88.0338	2.7200e-003	2.5900e-003	88.8728
Total	0.0361	0.0249	0.2976	8.6000e-004	0.1068	5.3000e-004	0.1073	0.0283	4.9000e-004	0.0288		88.0338	88.0338	2.7200e-003	2.5900e-003	88.8728

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2023

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968		2,001.7877	2,001.7877	0.3399		2,010.2858
Total	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968		2,001.7877	2,001.7877	0.3399		2,010.2858

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0126	0.5446	0.1700	2.4400e-003	0.0813	3.1300e-003	0.0844	0.0234	2.9900e-003	0.0264		261.3265	261.3265	5.3100e-003	0.0387	272.9844
Worker	0.0888	0.0614	0.7327	2.1200e-003	0.2629	1.3000e-003	0.2642	0.0697	1.2000e-003	0.0709		216.6986	216.6986	6.6800e-003	6.3700e-003	218.7637
Total	0.1014	0.6060	0.9026	4.5600e-003	0.3441	4.4300e-003	0.3486	0.0931	4.1900e-003	0.0973		478.0251	478.0251	0.0120	0.0451	491.7481

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968	0.0000	2,001.7877	2,001.7877	0.3399		2,010.2858
Total	1.5233	11.7104	12.6111	0.0221		0.5145	0.5145		0.4968	0.4968	0.0000	2,001.7877	2,001.7877	0.3399		2,010.2858

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0126	0.5446	0.1700	2.4400e-003	0.0813	3.1300e-003	0.0844	0.0234	2.9900e-003	0.0264		261.3265	261.3265	5.3100e-003	0.0387	272.9844
Worker	0.0888	0.0614	0.7327	2.1200e-003	0.2629	1.3000e-003	0.2642	0.0697	1.2000e-003	0.0709		216.6986	216.6986	6.6800e-003	6.3700e-003	218.7637
Total	0.1014	0.6060	0.9026	4.5600e-003	0.3441	4.4300e-003	0.3486	0.0931	4.1900e-003	0.0973		478.0251	478.0251	0.0120	0.0451	491.7481

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2024

Unmitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348		2,001.921 4	2,001.921 4	0.3334		2,010.256 3
Total	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348		2,001.921 4	2,001.921 4	0.3334		2,010.256 3

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0122	0.5449	0.1664	2.4000e-003	0.0813	3.1500e-003	0.0844	0.0234	3.0200e-003	0.0264		257.2593	257.2593	5.2800e-003	0.0381	268.7348
Worker	0.0833	0.0548	0.6853	2.0500e-003	0.2629	1.2400e-003	0.2641	0.0697	1.1400e-003	0.0709		211.3559	211.3559	6.0700e-003	5.9300e-003	213.2760
Total	0.0955	0.5996	0.8517	4.4500e-003	0.3441	4.3900e-003	0.3485	0.0931	4.1600e-003	0.0973		468.6153	468.6153	0.0114	0.0440	482.0108

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2024

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Off-Road	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348	0.0000	2,001.921 4	2,001.921 4	0.3334		2,010.256 3
Total	1.4200	11.0639	12.5172	0.0221		0.4506	0.4506		0.4348	0.4348	0.0000	2,001.921 4	2,001.921 4	0.3334		2,010.256 3

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0122	0.5449	0.1664	2.4000e-003	0.0813	3.1500e-003	0.0844	0.0234	3.0200e-003	0.0264		257.2593	257.2593	5.2800e-003	0.0381	268.7348
Worker	0.0833	0.0548	0.6853	2.0500e-003	0.2629	1.2400e-003	0.2641	0.0697	1.1400e-003	0.0709		211.3559	211.3559	6.0700e-003	5.9300e-003	213.2760
Total	0.0955	0.5996	0.8517	4.4500e-003	0.3441	4.3900e-003	0.3485	0.0931	4.1600e-003	0.0973		468.6153	468.6153	0.0114	0.0440	482.0108

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2023****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.9452					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690
Total	4.1369	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708		281.4481	281.4481	0.0168		281.8690

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0166	0.0115	0.1374	4.0000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		40.6310	40.6310	1.2500e-003	1.1900e-003	41.0182
Total	0.0166	0.0115	0.1374	4.0000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		40.6310	40.6310	1.2500e-003	1.1900e-003	41.0182

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2023

Mitigated Construction On-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.9452					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1917	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690
Total	4.1369	1.3030	1.8111	2.9700e-003		0.0708	0.0708		0.0708	0.0708	0.0000	281.4481	281.4481	0.0168		281.8690

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0166	0.0115	0.1374	4.0000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		40.6310	40.6310	1.2500e-003	1.1900e-003	41.0182
Total	0.0166	0.0115	0.1374	4.0000e-004	0.0493	2.4000e-004	0.0495	0.0131	2.3000e-004	0.0133		40.6310	40.6310	1.2500e-003	1.1900e-003	41.0182

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2024****Unmitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.9452					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443
Total	4.1260	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609		281.4481	281.4481	0.0159		281.8443

Unmitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0156	0.0103	0.1285	3.8000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		39.6292	39.6292	1.1400e-003	1.1100e-003	39.9893
Total	0.0156	0.0103	0.1285	3.8000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		39.6292	39.6292	1.1400e-003	1.1100e-003	39.9893

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied**3.7 Architectural Coating - 2024****Mitigated Construction On-Site**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Archit. Coating	3.9452					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1808	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443
Total	4.1260	1.2188	1.8101	2.9700e-003		0.0609	0.0609		0.0609	0.0609	0.0000	281.4481	281.4481	0.0159		281.8443

Mitigated Construction Off-Site

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Hauling	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Vendor	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Worker	0.0156	0.0103	0.1285	3.8000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		39.6292	39.6292	1.1400e-003	1.1100e-003	39.9893
Total	0.0156	0.0103	0.1285	3.8000e-004	0.0493	2.3000e-004	0.0495	0.0131	2.1000e-004	0.0133		39.6292	39.6292	1.1400e-003	1.1100e-003	39.9893

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.2869	1.4391	12.0807	0.0220	2.4405	0.0168	2.4572	0.6500	0.0156	0.6656		2,270.678 1	2,270.678 1	0.1748	0.1210	2,311.105 8
Unmitigated	1.2869	1.4391	12.0807	0.0220	2.4405	0.0168	2.4572	0.6500	0.0156	0.6656		2,270.678 1	2,270.678 1	0.1748	0.1210	2,311.105 8

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Hotel	610.28	597.87	434.35	1,108,371	1,108,371
Total	610.28	597.87	434.35	1,108,371	1,108,371

4.3 Trip Type Information

	Miles			Trip %			Trip Purpose %		
Land Use	H-W or C-W	H-S or C-C	H-O or C-NW	H-W or C-W	H-S or C-C	H-O or C-NW	Primary	Diverted	Pass-by
Hotel	9.50	7.30	7.30	19.40	61.60	19.00	58	38	4

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Hotel	0.553342	0.058522	0.188738	0.121080	0.023016	0.005623	0.010412	0.007562	0.000987	0.000568	0.026444	0.000834	0.002871

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.0 Energy Detail

Historical Energy Use: N

5.1 Mitigation Measures Energy

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
NaturalGas Mitigated	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871
NaturalGas Unmitigated	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871

5.2 Energy by Land Use - NaturalGas

Unmitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Hotel	9102	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871
Total		0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

5.2 Energy by Land Use - NaturalGas

Mitigated

	NaturalGas Use	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Land Use	kBTU/yr	lb/day										lb/day					
Hotel	9.102	0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871
Total		0.0982	0.8924	0.7496	5.3500e-003		0.0678	0.0678		0.0678	0.0678		1,070.8237	1,070.8237	0.0205	0.0196	1,077.1871

6.0 Area Detail

6.1 Mitigation Measures Area

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Category	lb/day										lb/day					
Mitigated	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170
Unmitigated	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Unmitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2162					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.6191					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	6.9000e-004	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170
Total	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

6.2 Area by SubCategory

Mitigated

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
SubCategory	lb/day										lb/day					
Architectural Coating	0.2162					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	1.6191					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	6.9000e-004	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170
Total	1.8360	7.0000e-005	7.4400e-003	0.0000		3.0000e-005	3.0000e-005		3.0000e-005	3.0000e-005		0.0160	0.0160	4.0000e-005		0.0170

7.0 Water Detail

7.1 Mitigation Measures Water

Granada Hotel - Proposed Project - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

8.0 Waste Detail

8.1 Mitigation Measures Waste

9.0 Operational Offroad

Equipment Type	Number	Hours/Day	Days/Year	Horse Power	Load Factor	Fuel Type
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10.0 Stationary Equipment

Fire Pumps and Emergency Generators

Equipment Type	Number	Hours/Day	Hours/Year	Horse Power	Load Factor	Fuel Type
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Boilers

Equipment Type	Number	Heat Input/Day	Heat Input/Year	Boiler Rating	Fuel Type
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User Defined Equipment

Equipment Type	Number
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11.0 Vegetation

CITY COUNCIL STAFF REPORT

MEETING DATE: November 16, 2022

PREPARED BY:

Tanya Carothers, Environmental Services Administrator

APPROVED BY: City Manager

INTRODUCE AN ORDINANCE REQUIRING ELECTRIC VEHICLE CHARGING INFRASTRUCTURE IN NEW CONSTRUCTION

RECOMMENDATION(S)

1. Waive the first and second reading of the ordinance; and
2. Introduce the ordinance.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities

Protecting the Environment

Maintaining and Enhancing Infrastructure

Advancing Regional Initiatives

Guiding Documents

Climate Action Plan

REPORT NARRATIVE:

Background

The purpose of this agenda item is to introduce an ordinance requiring installation of electric vehicle (EV) charging infrastructure as part of all new development projects and retrofit projects in the City of Morgan Hill (see Attachment 1). In December 2021, the City adopted the Morgan Hill Climate Action Plan (CAP) which includes a main goal of reducing Morgan Hill's net CO2 emissions in the building and transportation sectors to thirty-five percent (35%) below the 2020 baseline level by 2030 and one-hundred percent (100%) below the 2020 baseline level by 2045. Additionally, the CAP has three sub-goals, and associated action items related to ordinance adoptions, directly related to vehicle electrification to reduce fossil fuel use in our community. The proposed EV Charging Infrastructure Ordinance is the first step toward meeting the main CAP goal and the three vehicle electrification CAP sub-goals, which are listed here:

- 1) Expand electric vehicle charging station access for existing multifamily complexes by 30% by the year 2025 and 100% by 2035.
- 2) Require newly-constructed residential buildings to have the necessary capacity to

facilitate EV charging.

3) Install EV charging stations for at least 10% of available parking spaces in new non-residential projects.

In addition to CAP implementation, the proposed EV Charging Infrastructure Ordinance will begin to prepare the Morgan Hill community for the impact of the Advanced Clean Cars Rule II which was approved by the California Air Resources Board on August 25, 2022. This regulation establishes a year-by-year roadmap so that by 2035, 100% of new cars and light trucks sold in California will be zero-emission vehicles. It is anticipated that over the next fifteen years, electric vehicle uptake will increase as new electric vehicle prices fall and used electric vehicles become more available. Nearly 12.9 million charge ports will be needed to support the projected 26.4 million electric vehicles that will be on U.S. roads by 2030.

Proposed EV Charging Infrastructure Ordinance

The Table below summarizes the requirements proposed by the EV Charging Infrastructure Ordinance. A document is attached to this Staff Report which illustrates EV Code Terminology including EV Ready, EV Capable, EVCS, Level 1, and Level 2.

EV Charging Infrastructure Requirements for New Development and for Projects at Retrofit

Property Type	EV Infrastructure Required for New Development	EV Infrastructure Required at Retrofit
Units with a Private Dedicated Garage	One parking space provided in the garages shall be a Level 2 EV Ready space. If a second parking space is provided, it shall be provided with a Level 1 EV Ready space.	Parking additions to new or expanded garages or electrical panel upgrades must have reserved breaker spaces to accommodate parking per the same requirements of new construction projects.
Multifamily Residential (>3 units)	Forty percent (40%) Electric Vehicle Charging Station (EVCS) with Level 2 EV Ready. Sixty percent (60%) Level 1 EV Ready.	When a Building Permit is required and the valuation exceeds \$1,000,000 then either thirty percent (30%) of the total number of parking spaces shall be upgraded to EVCS or ten percent (10%) of the cost of the retrofit shall be spent toward meeting that goal, whichever costs

		less.
Office Buildings	Twenty percent (20%) EVCS with Level 2 Ready. Thirty percent (30%) Level 2 EV capable.	
Hotels and Motels	Ten percent (10%) EVCS with Level 2 EV Ready. Twenty-five percent (25%) Low Power Level 2 EV Ready. Ten percent (10%) Level 2 EV Capable.	When a Building Permit is required and the valuation exceeds \$1,000,000 then either ten percent (10%) percent of spaces shall be upgraded to EVCS or ten percent (10%) of the cost of the retrofit shall be spent toward meeting that goal, whichever costs less.
All other Nonresidential Occupancies	Ten percent (10%) EVCS with Level 2 EV Ready. Ten percent (10%) of parking spaces shall be Level 2 EV Capable.	

The proposed EV Charging Infrastructure Ordinance is a starting point to meeting City goals for EV charging infrastructure. It is expected that as the City progresses toward its CAP goals and as electric vehicles become widespread in California, the ordinance will be updated to include:

1) Increases to the percentages of EV charging spaces required for new and retrofit projects at multifamily properties. The currently proposed ordinance does not immediately propose the CAP goal of 100 percent (100%) charging infrastructure installation for new and retrofit projects at multifamily properties (see table above), but rather it proposes a starting percentage. The intent is that as electric vehicles are phased in, the City's EV charging infrastructure requirements will be increased through updates to the EV Charging Infrastructure Ordinance until CAP goals are achieved.

2) Addition of charging infrastructure requirements for existing multifamily properties at resale. Adopting an ordinance with vehicle charging infrastructure requirements for existing multifamily properties at resale was included as a CAP action-item for multifamily properties. However, this goal presents challenges since there is not currently a mechanism by which the City is looped into resale of multifamily complexes. This makes implementation and enforcement of this CAP goal difficult. Morgan Hill staff is seeking a solution to this challenge through coordination with other Silicon Valley Clean Energy (SVCE) agencies, and will be joining a Work Group on the topic in early 2023.

3) Addition of a requirement that all existing multifamily complexes install EV chargers for at least 30% of parking spaces by 2030. While the currently proposed requirements for EV charging infrastructure on new properties and at retrofit are a start to meeting this goal, the CAP specifies a date for all multifamily complexes to achieve the 30% milestone regardless of resale or retrofit status. Implementation of this goal will require a focused program to engage with multifamily property owners. The ordinance will be updated to include this item once resources become available to implement.

COMMUNITY ENGAGEMENT:

Consult

The proposed EV Charging Infrastructure Ordinance is consistent with goals and actions approved in the City's adopted CAP. Development of the CAP goals and action items involved community outreach and engagement. The City held a Community Meeting on the CAP as a kick-off to the outreach effort. Community members were invited to participate in a Working Group. Once formed, the Working Group had substantial involvement in developing the CAP over several months. In addition, a Town Hall was dedicated to the CAP.

ALTERNATIVE ACTIONS:

The Council could decline to adopt the ordinance which would delay progress toward achievement of CAP goals and action items.

The Council could vote to approve a modified version of the currently proposed ordinance that only includes elements which were explicitly identified in the CAP. The currently proposed ordinance includes CAP items as well as items that were recommended as a reach by Silicon Valley Clean Energy (SVCE). All of the items in the currently proposed ordinance support the overall intent of the CAP which has a main goal of reducing Morgan Hill's net CO2 emissions in the building and transportation sectors to thirty-five percent (35%) below the 2020 baseline level by 2030 and one-hundred percent (100%) below the 2020 baseline level by 2045. Should the Council choose to eliminate the recommended SVCE reach items and only implement CAP goals as part of this ordinance, then the EV charger requirements for new development and for projects at retrofit would be revised, as shown in the table below.

EV Charger Requirements for New Development and for Projects at Retrofit		
Property Type	EV Chargers Required for New Development	EV Chargers Required at Retrofit
Units with a Private Dedicated Garage	One parking space provided in the garages shall be a Level 2 EV	Parking additions to new or expanded garages or electrical

	Ready space. - If a second parking space is provided, it shall be provided with a Level 1 EV Ready space.	panel upgrades must have reserved breaker spaces to accommodate parking per the same requirements of new construction projects.
Multifamily Residential (>3 units)	Forty percent (40%) Electric Vehicle Charging Station (EVCS) with Level 2 EV Ready. Sixty percent (60%) Level 1 EV Ready.	When a Building Permit is required and the valuation exceeds \$1,000,000 then either thirty percent (30%) of the total number of parking spaces shall be upgraded to EVCS or ten percent (10%) of the cost of the retrofit shall be spent toward meeting that goal, whichever costs less.
Office Buildings	Twenty percent (20%) EVCS with Level 2 Ready. - Thirty percent (30%) Level 2 EV capable.	When a Building Permit is required and the valuation exceeds \$1,000,000 then either ten percent (10%) percent of spaces shall be upgraded to EVCS or ten percent (10%) of the cost of the retrofit shall be spent toward meeting that goal, whichever costs less.
Hotels and Motels	Ten percent (10%) EVCS with Level 2 EV Ready. - Twenty-five percent (25%) Low Power Level 2 EV Ready. - Ten percent (10%) Level 2 EV Capable.	
All other Nonresidential Occupancies	Ten percent (10%) EVCS with Level 2 EV Ready. Ten percent (10%) of parking spaces shall be Level 2 EV Capable.	

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Climate Emergency Resolution, adopted by the City Council on May 26, 2021, stated the following: the City of Morgan Hill commits to initiate the creation of a Highly-Focused Climate Action Plan in 2021, with strong greenhouse gas reduction targets.

The Morgan Hill CAP was adopted in December 2021 and focused on greenhouse gas emission reductions through the building and transportation sectors.

FISCAL AND RESOURCE IMPACT:

Fiscal impacts will be felt by residents and businesses doing retrofit projects, and by developers proposing new projects. It is not anticipated that the proposed EV Charging Infrastructure Ordinance will result in direct costs to the City. Since affordable housing projects are often difficult to finance, SVCE has established a special grant program that subsidizes the installation of electric vehicle charging in new low and very-low income developments built through 2025.

From an operations perspective, the Development Services Department will need to ensure the required number and type of EV charging spaces are provided for each project, and Building Department staff will need to ensure proper installation of the required chargers. The Environmental Services Division will support the Development Services Department in implementation and on review of specific projects as needed. It is anticipated that current staff can incorporate these activities within their existing work plan.

By bringing this ordinance forth to a vote prior to the end of the calendar year, the City will be the recipient of a \$10,000 grant from Silicon Valley Clean Energy (SVCE).

CEQA (California Environmental Quality Act):

Categorical Exemption

The activities described in this Staff Report are categorically exempt under CEQA, specifically pursuant to Section 15308 of the CEQA Guidelines (Actions by Regulatory Agencies for Protection of the Environment). The ordinance being adopted will implement requirements for installation of EV charging infrastructure to protect the environment from the impacts of climate change.

ORDINANCE NO. XXXX, NEW SERIES

**AN ORDINANCE OF THE CITY OF MORGAN HILL ADDING CHAPTER
15.62 (ELECTRIC VEHICLE INFRASTRUCTURE) TO TITLE 15
(BUILDINGS AND CONSTRUCTION) TO THE MORGAN HILL
MUNICIPAL CODE REQUIRING THE ADDITION OF ELECTRIC
VEHICLE INFRASTRUCTURE FOR PARKING THAT SERVES NEWLY
CONSTRUCTED AND EXISTING BUILDINGS**

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

Section 1: Chapter 15.62 of the Morgan Hill Municipal Code is hereby added to read as follows:

Chapter 15.62

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE

Sections:

15.62.010 Findings and Purpose.

15.62.020 Applicability.

15.62.030 Exceptions.

15.62.040 Definitions.

15.62.050 Residential Mandatory Measures.

15.62.060 Other Mandatory Measures.

15.62.070 Direct Current Fast Charging Stations.

15.62.010 - Findings and Purpose.

The Council finds and expressly declares as follows:

- A. Scientific evidence has established that the burning of fossil fuels, including gasoline and diesel used for transportation, is the largest contributor to greenhouse gas emissions emitted. Burning fossil fuels like gasoline and diesel releases significant amounts of greenhouse gas emissions into the air which contributes to global warming and climate change.
- B. The following addition to the Morgan Hill Municipal Code is reasonably necessary because of local climatic, geologic and topographical conditions as listed below:
 - (1) Morgan Hill is situated along a wildland-urban interface and is extremely vulnerable to wildfires and firestorms, and human activities releasing

greenhouse gases into the atmosphere cause increases in worldwide average temperature, drought conditions, vegetative fuel, and length of fire seasons.

- (2) Morgan Hill relies on water imported into the region for groundwater recharge and climate change is already causing changes in rainfall and snowfall which threaten to interrupt the supply of imported water.
- C. The following addition to the Morgan Hill Municipal Code is also reasonably necessary because of health and safety concerns as Morgan Hill residents suffer from asthma and other health conditions associated with poor air quality exacerbated by smog from cars.
- D. Electric vehicles are linked to lower greenhouse gas emissions and is cost competitive because of the cost savings associated with electric vehicle designs that avoid the use of gasoline.
- E. Use of electric vehicles benefit the health, welfare, and resiliency of Morgan Hill and its residents.
- F. The most cost-effective time to integrate electrical infrastructure for electric vehicle charging is in the design phase of a project because electrical systems can be designed to accommodate power needs.
- G. It is the intent of the council to create abundant and accessible charging opportunities as a way to encourage the use of electric vehicles over traditional gasoline driven vehicles.

15.62.020 - Applicability.

The requirements of this Chapter shall apply to all parking that will serve newly constructed buildings proposed to be located in whole or in part within the City, and also for parking that will serve existing buildings as described, except that the provisions of this Chapter will not apply to any project for which a complete development application has been submitted.

15.62.030 - Exceptions.

- A. It may be determined that the requirements of this Chapter do not apply on a case-by-case basis where the City of Morgan Hill has determined EV charging and infrastructure are not feasible based upon one or more of the following conditions:
 - (1) Where there is no local utility power supply or the local utility is unable to supply adequate power.
 - (2) Where there is evidence suitable to the City of Morgan Hill substantiating that additional local utility infrastructure design requirements, directly related to the implementation of Chapter 15.62 may increase construction cost by an average of \$4,500 per parking space for market rate housing or for any non-residential

development, or by \$400 per parking space for Affordable Housing. EV infrastructure shall be provided up to the level that would not exceed this cost for utility service, after including all applicable subsidies, grants, or rebates.

- B. Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities and without electrical panel upgrade or new panel installation. Note that detached ADUs, attached ADUs, and JADUs without additional parking but with electrical panel upgrades or new panels do not qualify for an exception and must have reserved breakers and electrical capacity according to the requirements of 15.62.050(A).

15.62.040 - Definitions.

- A. "Affordable Housing" means residential buildings that entirely consist of units below market rate and whose rents or sales prices are governed by local agencies to be affordable based on area median income.
- B. "Automatic Load Management System (ALMS)" shall mean a control system designed to manage load across one or more electric vehicle supply equipment (EVSE), circuits, panels and to share electrical capacity and/or automatically manage power at each connection point. Unless otherwise noted, ALMS systems shall be designed to deliver no less than 3.3 kVa (208/240 volt, 16-ampere) to each EV Capable, EV Ready or EVCS space served by the ALMS, and meet the requirements of California Electrical Code.
- C. "Direct Current Fast Charging (DCFC)" shall mean a parking space provided with electrical infrastructure that meets the following conditions:
 - 1. A minimum of 48 kVa (480 volt, 100-ampere) capacity wiring.
 - 2. Electric vehicle supply equipment (EVSE) located within three (3) feet of the parking space providing a minimum capacity of 80-ampere.
- D. "Electric Vehicle (EV) Capable Space" means a vehicle space with electrical panel space and load capacity to support a branch circuit and necessary raceways, to support EV charging.
- E. "Electric Vehicle Charging Station (EVCS)" means a parking space that includes installation of electric vehicle supply equipment (EVSE) at an EV Ready space. An EVCS space may be used to satisfy EV Ready space requirements. EVSE shall be installed in accordance with the California Electrical Code.
- F. "Electric Vehicle (EV) Ready Space" means a vehicle space which is provided with a branch circuit and any necessary raceways terminating in a receptacle or a charger.
- G. "Electric Vehicle Supply Equipment (EVSE)" shall mean the conductors, including the ungrounded, grounded and equipment grounding conductors and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or

apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

H. “Level 2 EV Capable” means a parking space provided with electrical infrastructure that meets the following requirements:

1. Conduit that links a listed electrical panel with sufficient capacity to a junction box or receptacle located within three (3) feet of the parking space.
2. The conduit shall be designed to accommodate at least 8.3 kVa (208/240 volt, 40-ampere) per parking space. Conduit shall have a minimum nominal trade size of 1 inch inside diameter and may be sized for multiple circuits as allowed by the California Electrical Code. Conduit shall be installed at a minimum in spaces that will be inaccessible after construction, either trenched underground or where penetrations to walls, floors, or other partitions would otherwise be required for future installation of branch circuits, and such additional elements deemed necessary by the Building Official. Construction documents shall indicate future completion of conduit from the panel to the parking space, via the installed inaccessible conduit.
3. The electrical panel shall reserve a space for a 40-ampere overcurrent protective device space(s) for EV charging, labeled in the panel directory as “EV Capable.”
4. Electrical load calculations shall demonstrate that the electrical panel service capacity and electrical system, including any on-site distribution transformer(s), have sufficient capacity to simultaneously charge all EVs at all required EV spaces at a minimum of 40 amperes.
5. The parking space shall contain signage with at least a 12” font adjacent to the parking space indicating the space is EV Capable.

I. “Level 1 EV Ready” shall mean a parking space that is served by a complete electric circuit with the following requirements:

1. A minimum of 2.2 kVa (110/120 volt, 20-ampere) capacity wiring.
2. A receptacle labeled “Electric Vehicle Outlet” or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 16-ampere.
3. Conduit oversized to accommodate future Level 2 EV Ready (208/240 volt, 40-ampere) at each parking space.

J. “Level 2 EV Ready” shall mean a parking space that is served by a complete electric circuit with the following requirements:

1. A minimum of 8.3 kVa (208/240 volt, 40-ampere) capacity wiring.
2. A receptacle labeled “Electric Vehicle Outlet” or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided

the minimum capacity of the EVSE shall be 30-ampere.

- K. "Low Power Level 2 EV Ready" shall mean a parking space that is served by a complete electric circuit with the following requirements:
 - 1. A minimum of 4.1 kVA (208/240 Volt, 20-ampere) capacity wiring.
 - 2. A receptacle labeled "Electric Vehicle Outlet" or electric vehicle supply equipment located within three (3) feet of the parking space. If EVSE is provided the minimum capacity of the EVSE shall be 16-ampere.
 - 3. Conduit oversized to accommodate future Level 2 EV Ready (208/240 volt, 40-ampere) at each parking space.
- L. "Multifamily Dwelling" or "Multifamily" means 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 fifty-five years of age or older for residents who are independent and do not require assistance with everyday living ("independent living").
- M. "Office Building" means a place of employment occupied by businesses providing professional, executive, management, or administrative services.

15.62.050 –Minimum Parking Spaces

All electric vehicle (EV) spaces shall count toward the minimum required parking spaces. Where two or more primary uses occupy a single site, the EV infrastructure required for each use shall be calculated separately. Calculations for the required minimum number spaces with EV infrastructure shall be rounded up to the nearest whole number. Requirements represent the minimum charging infrastructure required, and increases in installed infrastructure, such as EV Supply Equipment and delivered power, shall be permissible.

15.62.060 - Residential Mandatory Measures.

- A. **Parking Provided for Residential Occupancy – Units with Private Dedicated Garages.**
 - 1. **New Construction.** One parking space provided in the garages shall be a Level 2 EV Ready space. If a second parking space is provided, it shall be provided with a Level 1 EV Ready space.
 - 2. **Existing Buildings at Retrofit.** Parking additions to new or expanded garages or electrical panel upgrades must have reserved breaker spaces to accommodate parking per the requirements of 15.62.50(A)(1).
- B. **Parking Provided for Multifamily Residential Occupancy - Shared Parking Facilities.**

These requirements apply to parking spaces that are assigned or leased to individual dwelling units, as well as unassigned residential parking. The total number of EV

charging spaces shall be one-hundred percent (100%) of dwelling units or one-hundred percent (100%) of residential parking spaces, whichever is less. Visitor parking is not included.

1. **New Construction.** Forty percent (40%) of parking spaces shall be EVCS with Level 2 EV Ready. Sixty percent (60%) of parking spaces shall be provided with at minimum a Level 1 EV Ready space. ALMS shall be permitted to reduce load when multiple vehicles are charging.
2. **Existing Buildings at Retrofit.** When a Building Permit is required for a retrofit project at a multifamily complex and the construction valuation exceeds \$1,000,000 then either thirty percent (30%) of the total number of parking spaces shall be upgraded to EVCS or ten percent (10%) of the cost of the retrofit shall be spent toward meeting that goal, whichever costs less. When new parking facilities are added and ALMS is installed, the ALMS system shall be designed to deliver no less than 2.2 kVa (110/120 volt, 20-ampere).

15.62.070 - Other Mandatory Measures.

- A. Parking Provided for Office Buildings – New Construction
 1. Twenty percent (20%) of parking spaces shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging.
 2. Thirty percent (30%) of parking spaces provided shall be Level 2 EV Capable.
- B. Parking Provided for Hotel and Motel Occupancies – New Construction
 1. Ten percent (10%) of parking spaces provided shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging.
 2. Twenty-five percent (25%) of parking spaces provided shall be Low Power Level 2 EV Ready space.
 3. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.
- C. Parking Provided for All Other Nonresidential Occupancies – New Construction
 1. Ten percent (10%) of parking spaces provided shall be EVCS with Level 2 EV Ready. ALMS shall be permitted to reduce load when multiple vehicles are charging.
 2. Ten percent (10%) of parking spaces provided shall be Level 2 EV Capable.
- D. Parking Provided for Existing Office, Hotel and Motels, and all Other Nonresidential Occupancies – at Retrofit.
 1. When a Building Permit is required and the valuation exceeds \$1,000,000 then either ten percent (10%) of the total number of regular parking spaces shall be upgraded to EVCS or ten percent (10%) of the cost of the retrofit shall be spent toward meeting that goal, whichever costs less.

15.62.080 - Direct Current Fast Charging Stations.

One Direct Current Fast Charging Station (DCFC) may be substituted for up to five (5) EVCS to meet the requirements of sections 15.62.050 and 15.62.060. Where ALMS serve DCFC stations, the power demand from the DCFC shall be prioritized above Level 1 and Level 2 spaces.

Section 2. This Ordinance shall be submitted to the California Building Standards Commission following adoption as consistent with state law.

Section 3. Severability. Should any provision of this ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such provision shall be severed from the ordinance, and such severance shall not affect the remainder of the ordinance.

Section 4. This Ordinance shall take effect on July 1, 2023. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

THE FOREGOING ORDINANCE WAS INTRODUCED AT A MEETING OF THE CITY COUNCIL HELD ON THE 16th DAY OF NOVEMBER 2022, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE 7th DAY OF DECEMBER 2022, AND SAID ORDINANCE WAS DULY PASSED AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

APPROVED: ATTEST:

RICH CONSTANTINE, Mayor MICHELLE BIGELOW, City Clerk

➤ **CERTIFICATE OF THE CITY CLERK** 

I, MICHELLE BIGELOW, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. XX, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the 7th day of December 2022.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

EV Code Terminology



Speed

Level 1

3-4 miles per charging hour



Level 2

10-20 miles per charging hour



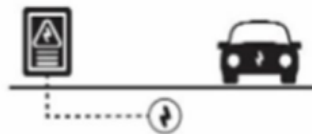
Level 3

150+ miles per charging hour



Readiness

EV Capable



EV Ready



EV Charging Station



DESCRIPTION OF EV READINESS LEVELS

EV Capable: parking spot has underground electrical infrastructure, but no outlet.

EV Ready: parking spot has underground electrical infrastructure and also an outlet. Vehicle owner must bring their own plug-in.

EV Charging Station (EVCS): parking spot has electrical infrastructure with charging equipment. Vehicle owner does not need to bring their own plug-in to charge.

