CITY OF MORGAN HILL

Regular Meeting Agenda

City Council

Mark Turner - Mayor
Rene Spring - Mayor Pro Tem
Gino Borgioli - Council Member
Marilyn Librers - Council Member
Yvonne Martínez Beltrán - Council Member

Wednesday, November 15, 2023 6:00 PM

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

Morgan Hill City Council meetings are held in person with the option for the public to attend in-person or view by teleconference/video conference. Information on how the public may observe and participate in the meeting is located below.

MEETING PARTICIPATION AND PUBLIC COMMENT

City Council meetings will be live-streamed on Channel 17, the City's website, and the City's Facebook page.

Those members of the community that would like to view the meetings remotely may do so by joining virtually at: https://bit.ly/MHCityCouncilMeeting, by calling (669) 900-9128, then enter the webinar id: 873 3200 8380# or on our website at https://www.morganhill.ca.gov/2101/Agendas-Minutes.

Public comment may only be provided in the following ways:

- In-person at the City Council Meeting;
- In writing
  - Via email to ccpubliccomment@morganhill.ca.gov; or
  - Hard copy hand delivered or by mail to the City Clerk at 17575 Peak Avenue, Morgan Hill, CA 95037.

Please email your comments to the City Clerk no later than 3:00 p.m. on Tuesday (the day before the City Council meeting) for your comments to be submitted to the members of the City Council with sufficient time to review the comments. You may continue to provide written comments up to noon on Wednesday (the day of the

meeting) although Council Members may not have sufficient time to review them before the meeting. Public comments submitted to the City Clerk after 12:00 p.m. the day of the meeting will be provided to the City Council as time allows.

Written comments WILL NOT be read aloud during the City Council Meeting. Please note that written comments are posted on the City's website. It is recommended that you do not include any personal information that you do not want to be posted on the web.

CALL TO ORDER

ROLL CALL ATTENDANCE

DECLARATION OF POSTING AGENDA

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

Proclaiming the month of November as Morgan Hill Community Philanthropy Month

PRESENTATIONS

YAC Presentation

CITY COUNCIL REPORTS

Council Member Librers

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.

1. **ACCEPT DONATION OF UP TO $20,000 FOR INSTALLATION OF IMPROVEMENTS AT COMMUNITY PARK FROM THE ROTARY CLUB OF MORGAN HILL**

   Recommendation:
   Authorize the City Manager to accept a donation of funding and services valued up to $20,000 for the installation of new pathways, trees, tables, landscaping and associated improvements.

2. **APPROVE AMENDMENT TO ON-CALL WATER AND SEWER REPAIR CONTRACT WITH GOLDEN BAY CONSTRUCTION**

   Recommendation:
   Authorize the City Manager to execute an amendment to the on-call water and sewer repair contract with Golden Bay Construction with compensation up to $750,000.

3. APPROVE PUBLIC IMPROVEMENTS FINANCING AGREEMENT WITH ADVENT LUTHERAN CHURCH OF MORGAN HILL

Recommendation:

1. Approve a Public Improvements Financing Agreement with Advent Lutheran Church of Morgan Hill; and
2. Authorize the City Manager to execute, administer and further negotiate the Financing Agreement as necessary.

4. APPROVE A REIMBURSEMENT AGREEMENT WITH NORDSTROM CAL HOMES, LLC FOR OUT-OF-TRACT PUBLIC IMPROVEMENTS ADJACENT TO THE DUNNE MURPHY SUBDIVISION (TRACT NO. 10387)

Recommendation:

1. Approve a Reimbursement Agreement with NORDSTROM CAL HOMES, LLC;
2. Authorize the City Manager to execute the Reimbursement Agreement; and
3. Adopt a resolution to amend FY 2023-24 budget to appropriate $305,748 in the Traffic Impact Fund (309).

5. APPROVE CONSULTANT AGREEMENT WITH IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP FOR SIDEWALK ASSESSMENT IN THE AMOUNT OF $156,950

Recommendation:

1. Approve and authorize the City Manager to execute a consultant agreement with IMS Infrastructure Management Services in the amount of $156,950 for the completion of a sidewalk and curb ramp assessment; and
2. Adopt a resolution to amend the FY 2023-24 budget to appropriate $156,950 in the Public Facilities Fund (346).

6. APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH MORGAN HILL POLICE OFFICERS' ASSOCIATION (POA), MOU WITH COMMUNITY SERVICE OFFICERS' ASSOCIATION (CSOA) AND MOU WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) AND CORRESPONDING SALARY SCHEDULES; AND APPROVE MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES RESOLUTION, ELECTED OFFICIALS AND COUNCIL APPOINTED AND PART-TIME TEMPORARY AND SEASONAL EMPLOYEES SALARY SCHEDULES

Recommendation:

1. Approve a Memorandum of Understanding (MOU) with POA effective December 24, 2023 - December 31, 2025 and corresponding salary schedules;
2. Approve a MOU with CSOA effective December 24, 2023 - December 31, 2025 and corresponding salary schedules;
3. Approve a MOU with AFSCME effective December 24, 2023 - December 31, 2025 and corresponding salary schedules pending ratification;
4. Approve the Management, Professional, and Confidential Employees Resolution effective December 24, 2023 and corresponding salary schedules;
5. Approve the Part-Time Temporary and Seasonal Employees salary schedule effective December 24, 2023;
6. Approve the Elected Officials and Council Appointed salary schedules; and
7. Receive update regarding the salaries of the Elected Officials and potential future amendment of Sections 2.04.020 Salary of Council Members and 2.04.030 Salary of the Mayor of the Chapter 2.04 City Council of the Municipal Code of the City of Morgan Hill.

7. APPROVE SECOND AMENDMENT TO MISSION LINEN SUPPLY SERVICE AGREEMENT

Recommendation:

1. Approve the Second Amendment to the Service Agreement with Mission Linen Supply for a fourth year of services for $20,000, for a total contract amount of $80,000; and
2. Authorize the City Manager to execute and administer one additional one-year extension of the Service Agreement subject to future budget appropriations.

8. APPROVE THE NOVEMBER 1, 2023 CITY COUNCIL MEETING MINUTES

Recommendation:
Approve minutes.

9. APPROVE THE 2024 CITY COUNCIL MEETING SCHEDULE

Recommendation:
Review, discuss, if needed, amend, and approve the 2024 City Council meeting schedule.

10. RECEIVE REPORT REGARDING UPCOMING 2024 COMMISSION VACANCIES PER MADDY ACT

Recommendation:
Receive report.

PUBLIC HEARINGS

11. AFFIRM OR MODIFY PLANNING COMMISSION APPROVAL OF A CONDITIONAL USE PERMIT AND DESIGN PERMIT TO ALLOW AN APPROXIMATELY 5,000 SQUARE FOOT DRIVE-THROUGH RESTAURANT (CHICK-FIL-A) ON A 1.82 ACRE SITE AT SUTTER AND COCHRANE

Recommendation:

1. Open/close public hearing; and
2. Adopt a resolution affirming the decision of the Planning Commission to adopt Resolution No. 23-08 approving the Conditional Use Permit and Resolution No. 23-09 approving the Design Permit.

12. ADOPT AMENDMENT TO THE MORGAN HILL MUNICIPAL CODE TO CREATE A VEHICLE SALES OVERLAY ZONE (-VS) AT COCHRANE AND US 101

Recommendation:

1. Open/close public hearing;
2. Waive first and second reading of the Ordinance Amendment; and
3. Introduce Ordinance Amendment

OTHER BUSINESS

13. RECEIVE UPDATE AND PROVIDE INPUT ON THE TRANSPORTATION MASTER PLAN

Recommendation:

1. Receive an update on the Transportation Master Plan; and
2. Provide input to the project team.

14. PROVIDE DIRECTION REGARDING POTENTIAL MUNICIPAL CODE TEXT AMENDMENTS TO THE CITY OF MORGAN HILL'S AMUSEMENT & ENTERTAINMENT AND NOISE ORDINANCES

Recommendation:
Provide Strategic Direction for amending the identified chapters of the Municipal Code.

15. DIRECT THE CITY MANAGER TO NEGOTIATE AGRO-TOURISM USE ON CITY-OWNED AGRICULTURAL PROPERTY WITH TERRA AMICO, INC.

Recommendation:
Authorize the City Manager to negotiate an agreement for agro-tourism development on City-owned property located at the southeast corner of Highway 101 and Tennant Avenue with Terra Amico, Inc.

16. PROVIDE DIRECTION TO STAFF ON PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEMS

Recommendation:
Determine if the majority of the City Council wants the following items agendized at a future meeting for discussion:

1. Consider providing more lead time for posting City Council agendas;
2. Consider a discussion on the Agricultural Mitigation Policy 18.152.050 - Mitigation ratio;
3. Consider a discussion on potential funding mechanisms for public art;
4. Consider revisiting City Council Policy 21-02, City Council Funding Requests; and
5. Consider a discussion on options for providing public comment and the transparency of remote meeting participants.

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 request an item on the agenda for a future City Council meeting. 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 and Quality of Life
- 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
- Advocating for Local, Regional, and State Legislative 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 recovering from the global pandemic, and we will continue to have equity, public health, and financial responsibility in mind.

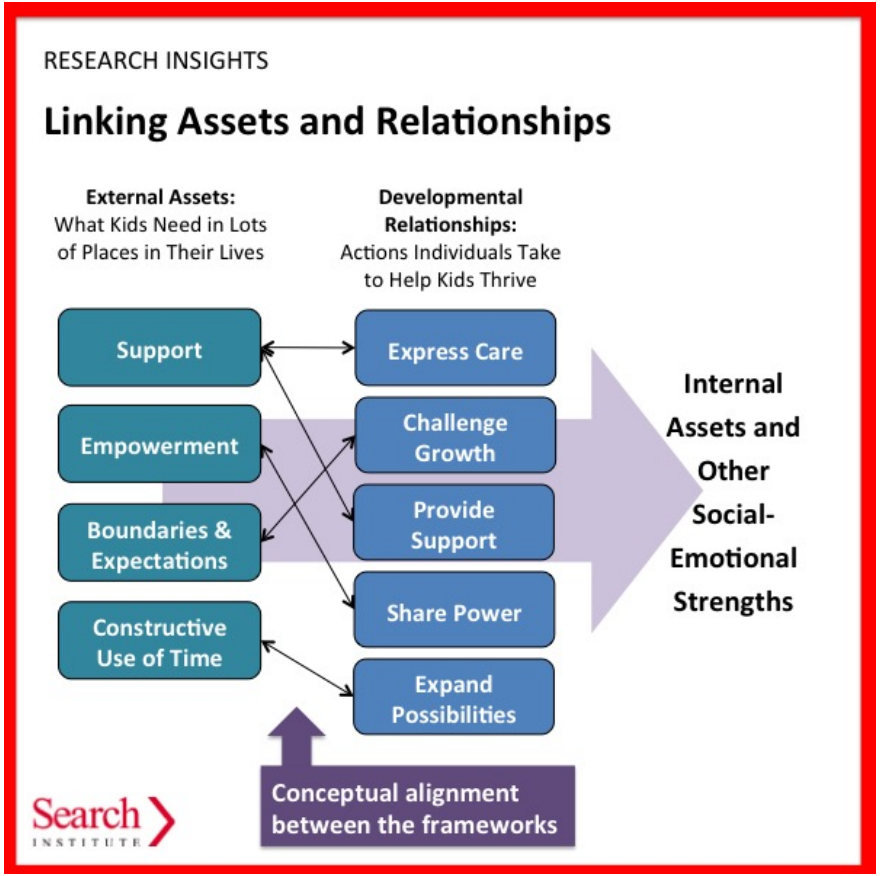
CITY OF MORGAN HILL

CITY OF MORGAN HILL

November Developmental Asset #34: Cultural Competence

Young people have knowledge of and comfort with people of different cultural/racial/ethnic backgrounds.

The Developmental Relationship Framework



The Developmental relationship Framework provides support for youth by…

- Emphasizing how relationship's function
- Illuminating how specific relationships can be strengthened
- Encouraging youth to reflect and be intentional with their interactions
- Inspiring youth to be resilient when they face challenges
- Categorizing specific areas of development and how adults can help to nourish them

CITY OF MORGAN HILL

November Complementary Asset: Believe in me

Believe in me -
Make me feel known and valued

DJ William, YAC Active Member

CITY OF MORGAN HILL

Meeting People from all Cultures

- Debate Class
- Impact of Peers
- Unique and special cultures

Stephanie Chen, YAC Active Member

A Taste of Diversity

- School offers foods from different cultures
- Familiarity with different cultures
- Cultures are more appreciated and enjoyed

Julianna Bristol, YAC Board Member

CITY OF MORGAN HILL

Experiences encouraging cultural competence

- My mixed family
- Different cultures
- Impact of cultural diversity in my life

"To be culturally humble means that I am willing to learn"

-Joe Gallagher

CITY OF MORGAN HILL

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Chris Ghione, Public Services Director
APPROVED BY: City Manager

ACCEPT DONATION OF UP TO $20,000 FOR INSTALLATION OF IMPROVEMENTS AT COMMUNITY PARK FROM THE ROTARY CLUB OF MORGAN HILL

RECOMMENDATION(S)
Authorize the City Manager to accept a donation of funding and services valued up to $20,000 for the installation of new pathways, trees, tables, landscaping and associated improvements.

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Maintaining and Enhancing Infrastructure
Supporting our Youth, Seniors, and Entire Community
Enhancing Diversity and Inclusiveness

2022-2023 Strategic Priorities
Fiscal Sustainability

Guiding Documents
Bikeways, Trails, and Recreation Master Plan
Urban Forest Management Plan

REPORT NARRATIVE:
The Rotary Club of Morgan Hill has brought forward a project to make further improvements to Community Park adjacent to the Morgan Hill Magical Bridge Playground. Rotary is proposing to add trees, irrigation, picnic tables and accessible pathways to the area identified in the attachment. Rotary's donation will be made via direct funding provided to the City to purchase equipment/materials and install improvements as well as perform in kind work to improve the area. The purpose of the improvements is to provide a shaded area for families to utilize adjacent to the playground. The improved area would not be for a rentable picnic space, but would be intended to provide seating for drop in use.

COMMUNITY ENGAGEMENT:
Empower
The project was brought forward by community members from the Rotary Club of

Morgan Hill in consultation with City staff and will be implemented by both volunteers and City staff.

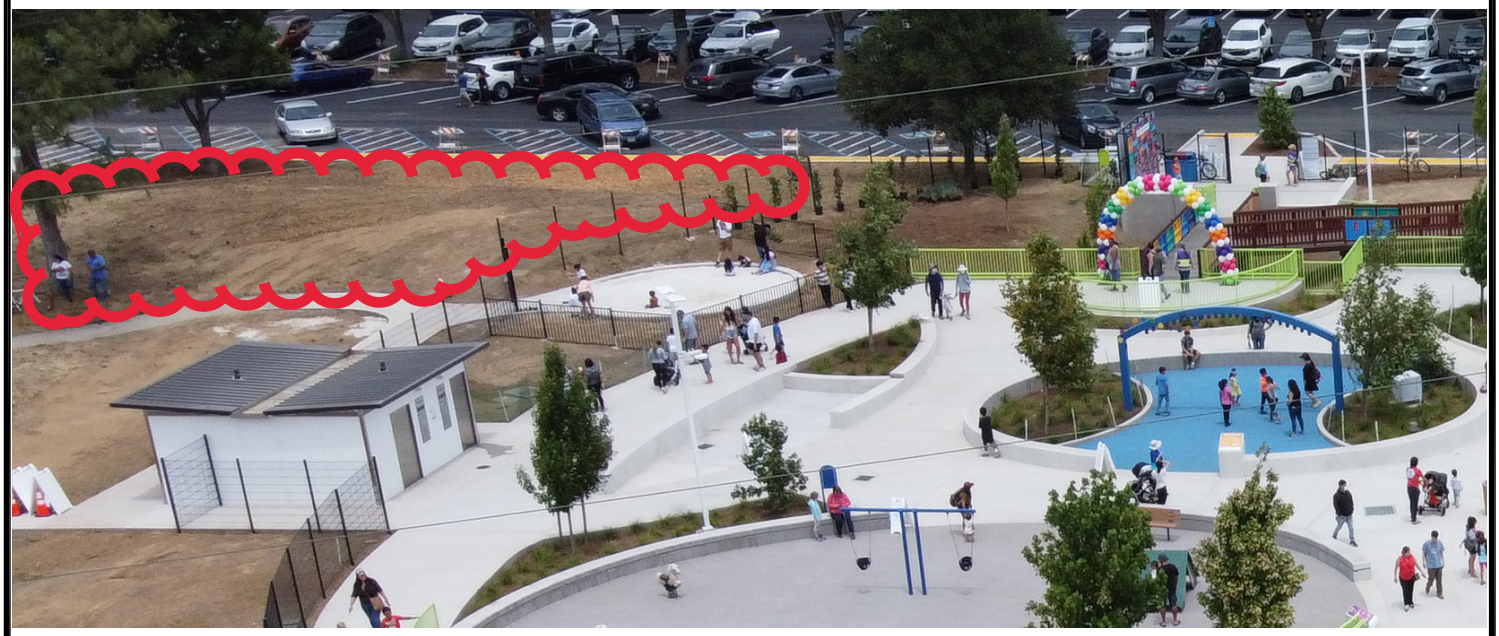
ALTERNATIVE ACTIONS:
The City Council could choose not to accept the donation and provide staff and the Rotary Club with alternate feedback. This would result in the project not moving forward.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The City has worked with the Rotary Club of Morgan Hill on various projects and initiatives for decades. Most recently the Rotary Club of Morgan Hill has provided ongoing funding and volunteer work for the improvement and maintenance of Galvan Park. This work has included improvement projects, new equipment and monthly volunteer work. In September 2017, the City Council accepted the Rotary Club donation of $100,000 in funding towards improvements that were part of the Downtown Parks Project.

FISCAL AND RESOURCE IMPACT:
The Rotary Club improvement project at Community Park is not anticipated to create significant ongoing operational expenses. The largest operational expenses will be related to tree trimming that will be required many years down the road. The Project will require support from the Public Services Department, but improvements to a City park facility will be made that otherwise would not be improved.

CEQA (California Environmental Quality Act):
Categorical Exemption

Categorically exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines pursuant to: 1) Section 15304 Class 4 “Minor Alterations to Land” for the construction of new pathways, bicycle paths, changes to existing landscaping, grading, and cut and fill of soils and 2) Section 15311 Class 11 “Accessory Structures” for the construction of appurtenant structures in a publicly owned park.



City of Morgan Hill

Public Services Department

CITY OF MORGAN HILL

LOCATION PLAN

Rotary Volunteer Project Area

Date: 11/1/23	Drwn by: AE	PAGE 1 OF 1

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Chris Ghione, Public Services Director
APPROVED BY: City Manager

APPROVE AMENDMENT TO ON-CALL WATER AND SEWER REPAIR CONTRACT WITH GOLDEN BAY CONSTRUCTION

RECOMMENDATION(S)
Authorize the City Manager to execute an amendment to the on-call water and sewer repair contract with Golden Bay Construction with compensation up to $750,000.

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

REPORT NARRATIVE:
In August 2023, the City entered into a contract with Golden Bay Construction, in addition to Anderson Pacific Engineering Construction, to provide on-call underground construction work supporting water, wastewater and storm water work. The intent of having multiple on-call contractors is to undertake emergency repairs while at the same time ensuring the best value for the City. The City requests cost estimates from on-call contractors prior to initiating work when possible.

Immediately following the contract, the City utilized Golden Bay to replace a sewer main below Main Avenue. The City had just received CCTV video noting that the major sewer line between Main Avenue and the railroad tracks was in need of repair/replacement. The on-call contract with Golden Bay was utilized to complete this work quickly ahead of the pavement work that was scheduled to occur this month. This was done to prevent severe damage to the new pavement in the future. During the work, additional unforeseen needs were discovered that required work on lines connecting to the main. The entirety of the work was completed in October at a cost of approximately $295,000. This left $105,000 on the on-call contract with Golden Bay.

The City has been working with contractors on numerous repairs relating to the storms that occurred in early 2023. The majority of repairs have been completed. However, going into October, one very difficult repair had not been completed. This repair was a damaged sewer main that was damaged due to a major hillside landslide. For five months, the City has been attempting to find contractors to complete this work, but had

been unsuccessful due to the difficulty in accessing the site. Staff had contacted all City on-call contractors and multiple other contractors that specialized in the type of work. Golden Bay provided notice to the City that the company could complete the work. Due to the nearing rainy season, City staff considered this work an emergency and authorized Golden Bay to move forward with the work. The majority of the work is substantially complete, with only some restoration work needing completion. The estimated project costs are approximately $350,000. City staff have been working with FEMA and the City's insurance pool on this project and others and believes it will receive reimbursement of the funds for this specific project directly from FEMA.

City staff is recommending increasing the contract with Golden Bay to $750,000 to cover the cost of this work and leave some remaining funds available for other small emergency work.

COMMUNITY ENGAGEMENT:
Not Applicable
Ongoing maintenance of City infrastructure, including emergency response, is an expected service provided by the City.

ALTERNATIVE ACTIONS:
The Council could choose to only fund the emergency work with Golden Bay without additional funding for future needs. This is not recommended as Golden Bay has demonstrated it has strong capabilities at reasonable rates.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The Council previously approved the initial on-call contracts with Golden Bay Construction on August 23, 2023.

FISCAL AND RESOURCE IMPACT:
Funding for the work performed comes from the Sewer Repair and Replacement Project, funded through the Sewer Capital Project Fund 643. Reimbursement from FEMA to the Fund of approximately $350,000 in costs is anticipated.

CEQA (California Environmental Quality Act):
Categorical Exemption
This project is Categorically Exempt pursuant to Section 15301 of CEQA Guidelines because the work to be performed is the repair of existing City infrastructure involving no expansion of existing use.

FIRST AMENDMENT TO AGREEMENT
GOLDEN BAY CONSTRUCTION, 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 GOLDEN BAY CONSTRUCTION, 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 September 8, 2023, for services for a maximum compensation of Four Hundred Thousand Dollars ($400,000.00) (“SERVICE AGREEMENT”). The 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 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 4.1 shall be amended and replaced in its entirety by the following:

"4.1. Amount. Compensation under this Agreement shall not exceed SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000.00) 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 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 one year of service during the initial term of this Agreement.

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[Signatures on the Next page]

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 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:

Michelle Bigelow, City Clerk
Date: _____

APPROVED AS TO FORM:

Donald Larkin, City Attorney
Date: _____

CITY OF MORGAN HILL

Christina Turner, City Manager
Date: _____

GOLDEN BAY CONSTRUCTION, INC.

By:
Title: _____
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: _____

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

Date: _____

128-04-23-065

EXHIBIT 1

MAINTENANCE SERVICE AGREEMENT
GOLDEN BAY CONSTRUCTION, INC.

THIS AGREEMENT is entered into and becomes effective on 9/8/2023 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Golden Bay Construction, 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 August, 23, 2023.

2. **Term of Agreement**. This Agreement shall cover services rendered from the Effective Date of this Agreement until June 30, 2026, at which time SERVICE PROVIDER'S services shall be completed. The City Manager is authorized to extend the term of this Agreement for a maximum period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service**. The services to be performed by SERVICE PROVIDER shall be on-call water and sewer repairs as further described in **Exhibit A.**

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

4.1. Amount. $400,000. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Four 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 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 one year of service during the initial term of this Agreement.

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.

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 any basis prohibited by State or Federal law, including but not limited to, 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:

Golden Bay Construction, Inc.
3826 Depot Road
Hayward, CA 94545

Address of CITY is as follows:

Utilities Division City of Morgan Hill 100 Edes St., Morgan Hill, CA 95037	with a copy to: City Clerk City of Morgan Hill 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.

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 on Next 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:
DocuSigned by:
Michelle Bigelow
City Clerk/Deputy City Clerk

Michelle Bigelow
Print Name

Date: 9/8/2023

APPROVED AS TO FORM:
DocuSigned by:
Donald Larkin
City Attorney

Donald A. Larkin
Print Name

Date: 9/6/2023

CITY OF MORGAN HILL
DocuSigned by:
Christina Turner
City Manager

Christina J. Turner
Print Name

Date: 9/8/2023

Golden Bay Construction, Inc.

By:
Johnny Zanette - President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 8/15/2023

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

Date: 8/15/2023

451401
Contractor's License Number(s) *(if applicable)*

Expiration Date(s) 1/31/2024

1000002870
Contractor's DIR Registration Number(s) *(if applicable)*

Expiration Date(s) 6/30/2025

Seal:

DocuSign Envelope ID: 15730DF4-9AD5-484A-BB45-F35FAF621640

EXHIBIT A
SCOPE OF SERVICES

This project is to provide water and sewer repairs on an on-call, as–needed, time-and-materials basis for a period of two (2) years with the option for three (3) additional single year extensions. The City's intent is to enter into agreements with one to three qualified contractors for the provision of these services. Any tasking shall be initiated solely by the City. Further, execution of the agreements by the City does not in any way guarantee that any tasking or request for on-call services will be issued to any party. Moreover, execution of the agreements by the City shall not entitle contracted parties to any form of payment or compensation from the City without first having issued tasking or request for services from a contractor.

Typical work to be performed under this contract includes repair of water service leaks, water main leaks, hydrant repair, valve replacement, water service replacement, meter installation, sewer main repairs, sewer lateral repair, manhole repair or installation, backfill of excavations, compaction, and final paving of streets. From time to time the City may request service for a backhoe with operator and/or laborers to assist the City repair crew. The Contractor also may be requested to do patch paving work. City staff and equipment will be made available for assistance with shutdowns and some activities.

The work to be performed under this contract consists of furnishing all tools, equipment, materials, supplies, and manufactured articles to complete the services as needed. It shall also include the furnishing of all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the contract in strict accordance with the Contract Documents and City's Standard Details for Construction Standard Details for Construction -Link currently in effect.

The Contractor may utilize the services of specialty subcontractors on those parts of the work that, under normal contracting practices, are performed by specialty subcontractor. It is understood that at least 50 percent of the work to be performed shall be performed by the successful Contractor. Any subcontractor used must adhere to the same terms and conditions as the successful contractor. The Contractor is representing to City that he/she and any subcontractor has all appropriate licenses, certifications, and registrations to perform the work hereunder. The Contractor shall be fully responsible to the City for the performance of his/her subcontractors, and of persons either directly or indirectly employed by them.

City Responsibilities

City's personnel will identify and assess specific projects or repairs. The City will notify Contractor of general locations requiring construction or repair, and a general description of the field conditions at repair locations, and materials to be provided by the City. The City's Project Manager or designated representative will direct the general process to be followed but shall not generally direct the means or methods to be used by the Contractor. The City will provide base maps or record drawings of facilities when they are requested and available. All work to be completed will be agreed upon prior

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to the commencement of work with a general scope of services. Drawings will be provided if applicable. The City will issue a written task order and attach the contractor's scope of work for projects that are not an emergency. Notification of residents whose service may be interrupted will be the responsibility of the City.

Contractor's Responsibilities

The Contractor will provide a scope of work for each project that is not an emergency. The scope of work will be the basis for the project and will serve as supplement to the contract documents for that particular project. The scope of work shall include a not to exceed amount for the project. The Contractor shall be responsible for providing the following to complete the services in a timely manner as outlined below:

- Qualified Labor
- Tools
- Equipment, including all necessary Safety Equipment
- Materials and Supplies
- Transportation
- Services (including fuel, power, water, and communications)
- Sheeting and shoring as required
- Traffic control devices and measures

For an emergency repair the Contractor shall make every effort to begin the repair within four (4) hours of notification that a repair is needed. Notification of the repair will made in the form of a phone call. The City is aware that the Contractor may have other commitments. The Contractor shall notify the City if they do not have the manpower to mobilize a crew to begin the repair within the allotted time. If the Contractor cannot mobilize the City will contact the other Contractor on the list. If none of the Contractors on the short list derived this solicitation can do the work within the time frame, the City reserves the right to seek assistance from another contracting firm.

Contractor is responsible for damage resulting from performing work and clean-up of effected area. The Contractor shall incur these damage costs and not pass these charges to the City.

The Contractor shall be cautioned that the City has Asbestos Cement Pipe (ACP) in some areas of the water distribution system as well as the wastewater collection system. Some of the repairs may be on ACP lines. The Contractor and its employees shall be properly trained for working on these ACP lines. All current OSHA standards shall be followed.

As some of the infrastructure falls outside of City limits, the Contractor will have to obtain encroachment permits, if needed, in the jurisdiction where the work is taking place.

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Repair Standards

The Contractor is responsible for meeting all contract conditions and City's Standard Details for Construction (link on page 9), specifications, and drawings. If the City's Inspectors determine that any repair work is substandard, the Contractor shall be advised thereof orally and in writing, and shall redo all such work at the expense of the Contractor. The City's Project Manager and Inspectors will determine a time when the re-work is to be completed and re-inspect the repair to determine if the repair has been performed satisfactorily. The Contractor shall comply with all Federal, State, and Local safety rules and regulations.

Materials and Supplies

At the time of notification, the City will provide the Contractor with a list of City supplied materials. The Contractor is responsible for having a reliable supply chain in place to obtain, in a timely manner, all additional materials and supplies needed for the required repair. All materials and supplies obtained by the Contractor for the work must be new and free from defects. There will be no mark-up or other cost charged to the City for materials and supplies used from the City's inventory. The City will deliver small materials and fittings such as repair clamps, corp stops, etc. to the project site. Any bulk materials such as aggregate base, temporary asphalt paving, etc. provided by the City shall be picked up by the Contractor at the City's Corporation Yard.

Disposal of Materials

All materials shall be disposed of in a manner that does not adversely affect the environment and is consistent with local, state, and federal laws and regulations.

Response Schedule

Emergency Repair - The Contractor will make every effort to begin emergency repairs within the notification specified herein, or in accordance with a schedule approved by the City. Notification to the Contractor may be in the form of a telephone call, facsimile, or e-mail, depending on the urgency of the repair. The City reserves the rights, in its sole discretion, to require a more rapid response should it deem it to be necessary. A typical emergency repair will have a response time of four (4) hours. If repair cannot be started within this period, the City reserves the right to obtain the services of other Contractors.

Scheduled Repair - If a scheduled repair cannot be started within twenty-four (24) hours of the City's scheduled time of repair, the Contractor shall provide the City accurate estimate of when work can start. The City will work with the Contractor in regards to other commitments the Contractor may have. However, the City reserves the right to seek outside assistance from other Contractors if scheduling cannot be agreed upon and repairs are determined by the City, in its sole discretion, to be as required.

Physical Location of Underground Utilities

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The City is responsible for providing all utility maps or record drawings to perform repairs.

Facilities Shown or Indicated – Unless it is otherwise expressly provided in the section below, Protection of Existing Facilities, the City shall not be responsible for the accuracy or completeness of information or data shown on the City's water and sewer system base maps or any other utility information, and the Contractor shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Utilities for coordination of the work with the owners of such Underground Utilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the work, the cost of which will be considered as having been included in the contract price. Existing utility lines that are shown, or the locations of which are made known to the Contractor prior to excavation and that are to be retained, and all utility lines that are constructed during excavation operations shall be protected from damage during excavation and back-filling and if damaged, shall be immediately repaired by the Contractor except as the owner of the utility or other facility may otherwise direct. All repairs due to damage are subject to inspection and approval by an authorized representative of the property owner before being concealed by backfill or other work. The obligations set forth in this paragraph and other paragraphs concerning underground work shall apply to such damage as may occur after back-filling or is not discovered until after completion of the back-filling.

Facilities Not Shown or Indicated - If an Underground Utility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the City's water and sewer system base maps and not otherwise made known to the Contractor prior to excavation, which the Contractor could not reasonably have been expected to be aware of based on the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the repair, the Contractor shall identify the owner of such Underground Utility and give written notice thereof to the City in accordance with the requirements of the next section, Protection of Existing Facilities. In the event that the Contractor damages any existing utility lines that are not shown or the locations of which are not made known to the Contractor prior to excavation, a written report thereof shall be made immediately to the City. If directed by the City, repairs shall be made by the Contractor.

To the extent required by Government Code section 4215, all costs of locating, repairing damage to, and removing or relocating such utility facilities not shown or indicated, and for the necessary idling of equipment on the project which was actually working on that portion of the work which was interrupted or idled by removal or relocation of such utility facilities not shown or indicated, which costs were not incurred due to the failure of the Contractor to exercise reasonable care, will be paid for as time and materials.

Protection of Existing Facilities

General - The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation. Restoration shall be to the reasonable satisfaction of the City or to the affected utility or franchisee.

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The Contractor shall verify the exact locations and depths of all utilities or improvements shown and the Contractor shall make exploratory excavations of all utilities or improvements that may interfere with the Work. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility or improvement. The Contractor shall notify and obtain concurrence with City staff of that number of exploratory excavations.

It shall be the Contractor's responsibility to see that all utilities or other improvements are adequately protected from damage due to such operations. The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities. No additional compensation shall be provided the Contractor for compliance with the provisions of this section or for the damage and repair of facilities due to the lack of such care.

Right-of-Way - The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, telegraph, communication wire or cable, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the right-of-way involved until notified by the City's representative that the City has secured authority therefore from the appropriate authority. All oil and gasoline pipelines, power, and telephone or other communication cable ducts, gas and water mains, irrigation lines, sewer lines, storm drain lines, poles, and overhead power and communication wires and cables encountered along the line of the Work shall remain continuously in service during all the operations under the Contract, unless other arrangements satisfactory to the City are made with the owner of said pipelines, duct, main, irrigation line, sewer, storm drain, pole, or wire or cable.

In case it shall be necessary to move the property of any public utility or franchise holder, the Contractor shall provide written and just cause for utilities to be moved, and such utility company or franchise holder will, upon request of the Contractor, be notified in writing by the City to move such property within a specified reasonable time. When utility lines that are to be removed are encountered within the area of operations, the Contractor shall notify the City's Engineer a sufficient time in advance for the necessary measures to be taken to prevent interruption of service.

This procedure is intended to prevent the Contractor from arbitrarily deciding to cut through any other utility's or any franchisee's facilities. It allows the City to coordinate such work with those agencies and set the timeline and sequence of such work. After authorization has been obtained, the Contractor shall give said party due notice of its intention to begin work, and shall give said party convenient access and every facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. The Contractor shall provide such special protection as may be necessary to protect all known utilities and other improvements that may be impaired during construction operations and shall take all possible precautions for the protection of unforeseen utility lines or other improvements to provide for uninterrupted service.

Utilities to be Removed/Relocated - Where the proper completion of the repair work requires the temporary or permanent removal and/or relocation of an existing utility or other improvement that is

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shown, the Contractor shall remove and, without unnecessary delay, temporarily replace or relocate such utility or facility. In all cases of such temporary removal or relocation, restoration to the former location shall be accomplished by the Contractor in a manner that will restore or replace the utility or improvement as nearly as possible to its former location and to as good or better condition than found prior to removal.

Restoration of Pavement:

A. General. All paved areas, including asphalt concrete berms, cut or damaged during construction, shall be replaced with in accordance with the specifications of the public authority that has jurisdiction over the site of the work. The City of Morgan Hill and the County of Santa Clara own public right of ways within the City's service area. All temporary and permanent pavements shall conform to the requirements of the affected pavement owner. All pavements that are subject to partial removal shall be neatly saw cut in straight lines per specifications.

B. Temporary Resurfacing. Wherever required by the public authority with jurisdiction over the site of the work, the Contractor shall place temporary surfacing promptly after back-filling and shall maintain such surfacing for the period of time fixed by said authority before proceeding with the final restoration of improvements.

C. Permanent Resurfacing. In order to obtain a satisfactory junction with adjacent surfaces, the Contractor shall comply with the applicable City or County Specifications, at its expense. The City will pay for initial testing. Any required re-testing and correction costs will be the responsibility of the Contractor.

D. Restoration of Sidewalks or Private Driveways. Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after back-filling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made. Final restorations shall be in accordance with any applicable City and/or general construction codes.

Notification by the City - For routine repairs, the City shall notify Underground Service Alert (1-800-642-2444) forty-eight (48) hours prior to any excavation in the vicinity of any existing underground facilities, including all water, sewer, storm drain, gas, petroleum products, or other pipelines; all buried electric power, communications, or television cables; all traffic signal and street lighting facilities; and all roadway and state highway rights-of-way.

Facility Access

Continuous access to the City's facilities shall be provided at all times during the Project. Such access shall be suitable for large vehicles, e.g. chemical delivery and sludge hauling trucks. Access routes shall be provided for each planned project.

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Water Quality Protection and Stormwater Quality

The Contractor shall take all necessary steps to protect the storm drain system from discharges of construction-related wastewater, including saw cutting slurry, concrete washout, sediment-contaminated and runoff, sewage overflows, and highly-chlorinated discharges from water line testing. This will require the use of Best Management Practices (BMPs) such as providing sediment controls on downstream storm drain inlets, collecting and removing saw cutting slurry, providing an area for concrete washout, and directing highly-chlorinated discharges to the sanitary sewer or by dechlorinating this water. The Contractor is responsible for damage resulting from performing repair and clean-up of effected area.

Trench Excavation

The maximum length of trench excavation in advance of the pipe laying operation shall be 50 feet, and the maximum amount of trench remaining open without backfill shall be 50 feet. No trench in public areas shall be left open during periods when the Contractor is not at the site of work; trenches in these areas shall either be backfilled and temporarily paved, where applicable, or covered with steel trench plates as specified in the technical specifications.

Underground Facilities

The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing and hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

Prior to fabrication of any materials, the Contractor shall verify the locations and elevations of existing underground facilities to ensure proper connection and/or clearance.

The Contractor shall exercise care in maintaining those pipes and facilities to be abandoned and/or removed which are required for the continuing operation of the existing facilities until such time as they can be abandoned. The Contractor shall exercise extreme caution in working in any area adjacent to existing facilities. It is essential that the existing facilities be maintained in service until the new work is ready for full time operation and is placed in service.

No additional compensation shall be provided the Contractor for compliance with the provisions of this section for the damage and repair of such facilities due to the lack of care, and the Contractor shall be responsible for the direct and indirect costs resulting from the damage and repair of such facilities.

Working Hours

For **Emergency Repairs** working hours may be any day of the week at any time. The crews that respond to the emergency shall comply with applicable labor codes for hours worked.

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For **Scheduled Repairs** normal City staff working hours are from 7:00 a.m. to 3:30 p.m., excluding weekends and City holidays. Unless otherwise approved in writing by the City, repair work shall be allowed only between the hours of 7:00 a.m. and 8:00 p.m. on weekdays and, when approved in writing in advance by the City, 9:00 a.m. to 6:00 p.m. on weekends and holidays. These working hours may be adjusted on a job by job basis depending on nature of the project and specific encroachment permit conditions for the project.

The Contractor shall notify the City at least 48 hours prior to any work outside the normal working hours defined above, on weekends or holidays.

Noise Abatement

All operations at the site of the repairs shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during night hours. Noise levels due to Contractor's activities shall not exceed the levels specified by local ordinance.

Internal combustion engines used on the work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

Warranty and Scheduled Maintenance

The Contractor hereby agrees to make, at its own expense, all repairs or replacements necessitated by defects in materials or workmanship, in those components provided, installed, replaced and/or modified by the Contractor, and pay for any damage to other works resulting from such defects, which becomes evident within one (1) year after the date of acceptance of installation work, or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Agreement. This warranty shall include all parts and labor and the performance of all manufacturers' recommended maintenance. This in no way shall limit, amend, or reduce any manufacturer's warranty. The Contractor further assumes responsibility for a similar guarantee for all work and materials provided by subcontractors. This warranty shall not apply to existing equipment that was not modified or significantly adjusted so as to change its operation. The Contractor also agrees to indemnify, defend and hold the City harmless from liability of any kind arising from damage due to covered defects. Prior to the final acceptance of installation work, the Contractor shall provide phone numbers for around- the-clock notification of the need for emergency service repairs, a schedule showing specific dates for routine maintenance service calls.

The Contractor shall respond within four (4) hours of City's emergency service call after receipt of notice from the City, and promptly make all repairs arising out of defective materials, workmanship, or equipment. If a service response does not occur within four (4) hours, or diligent efforts are not made to effect repairs, the City will notify the Contractor (by fax or voice mail if no representative is available) of its intent to secure another service provider. Thereafter, the City is authorized to make such repairs, and the Contractor shall be liable for the cost thereof. In case of emergency, where, in

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the opinion of the City, delay could cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the expense in connection t The Contractor shall direct all of its equipment suppliers and/or manufacturers to promptly provide to it and to the City any and all information concerning product defects or other problems and shall promptly forward to the City any such information received, whether before, during, or after the warranty period.

Prior to the expiration of the warranty period, the City reserves the right to hold a meeting and require the attendance of the Contractor. The purpose of the meeting is to review warranties, bonds, and maintenance requirements, and determine required repair or replacement of defective items.

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EXHIBIT B
SCHEDULE OF COMPENSATION RATES

On-Call Services for Water and Sewer Repairs

Per Page 6 of this RFP, this work is subject to prevailing wage. **The hourly wages to be paid laborers, workers, or mechanics shall not be less than the DIR prevailing wage rates for an hour's work in the same trade or occupation in Santa Clara County.** Prevailing wage rates are available online at http://www.dir.ca.gov/dlsr.

Description	Unit	Hourly Rate
1. LABOR		
a. Project Manager	Hour	$ 163.00
b. Foreman/Superintendent	Hour	$ 128.00
c. Equipment Operator	Hour	$ 122.00
d. Journeyman	Hour	$ 105.00
e. Laborer or Equivalent	Hour	$ 98.00
2. EQUIPMENT		
a. Boom Truck	Hour	$ N/A
b. Service Vehicle (utility body pickup) or Equivalent	Hour	$ 37.00
c. Backhoe (Case 580E or comparable)	Hour	$ 65.00
d. Welder	Hour	$ N/A
e. Compressor (150 cfm)	Hour	$ 19.00
f. 5 yd Dump Truck	Hour	$ 51.00
g. 24-inch Vibratory Smooth Drum Roller	Hour	$ 33.00
3. MOBILIZATION AND DEMOBILIZATION		

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Mobilization and Demobilization	7 % (Fill In)

4. OVERHEAD AND PROFIT

Overhead and Profit	20 % (Fill In)

5. MATERIALS MARKUP

Materials Markup - Cannot exceed 25%	15 % (Fill In)

6. SUBCONTRACTOR MARKUP

Subcontractor Markup	15 % (Fill In)

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EXHIBIT C
SCHEDULE OF PERFORMANCE

This is an on-call as needed agreement.

For each job under this agreement, the City will request a detailed task order proposal from the Contractor. The Contractor proposal shall include an itemized breakdown of hourly labor and equipment rates as well as all materials and material mark up costs. The City's project manager will issue a notice to proceed if the proposal is accepted. The Contractor will issue an invoice at the completion of the each task order, and shall include a detailed breakdown of all hourly charges for labor and equipment, materials, and material mark up costs.

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

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

APPROVE PUBLIC IMPROVEMENTS FINANCING AGREEMENT WITH ADVENT LUTHERAN CHURCH OF MORGAN HILL

RECOMMENDATION(S)

1. Approve a Public Improvements Financing Agreement with Advent Lutheran Church of Morgan Hill; and
2. Authorize the City Manager to execute, administer and further negotiate the Financing Agreement as necessary.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Enhancing Public Safety

2022-2023 Strategic Priorities
Transportation

Guiding Documents
Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Advent Lutheran Church of Morgan Hill is located at 16870 Murphy Avenue (APN: 817-19-030) just south of the 14-lot Dunne Murphy subdivision - Tract No. 10387 (see Attachment 1).

The Church entered into a Deferred Improvement Agreement with the City in May of 1980. Under the terms of the Deferred Improvement Agreement, the Church was allowed to improve the property at 16870 Murphy Avenue and defer the installation of the frontage improvements (sidewalk, curb, gutter, street widening, street lights,etc) along Murphy Avenue. In 2001, the Church once again requested a deferral of the requirement to install the public improvements across the property frontage as it sought a development permit from the City. The City granted the Church's request and the agreement was amended on January 3, 2001. Per the Deferred Improvement Agreement, the Church was required to complete the frontage improvements upon a 30-day notice by the City.

With the Dunne Murphy subdivision developing at the corner of East Dunne Avenue and Murphy Avenue, there was an opportunity for the subdivision to construct the frontage improvements across the Church's property with the understanding that the cost for these improvements would be reimbursed to them once the work was completed.

The Dunne Murphy development has completed the Church frontage improvements and a separate Council action will reimburse the cost of the frontage improvements to them. The City informed the Church of the need to fulfill the obligation in the Deferred Improvement Agreement earlier in the year. The Church stated that funding the improvements now would be a financial hardship for them. In order to support the Church's obligation per the Deferred Improvement Agreemen and improve the infrastructure as needed, it was proposed that the Church enter into a Finance Agreement with the City for the cost of the frontage improvement construction. The Church agreed with this proposal.

Prior to completion of the public improvements, the Church and the City agreed to the estimated construction cost of $281,812 with the scope listed in the following table.

CONSTRUCTION COST ESTIMATE - 16870 MURPHY AVENUE ADVENT LUTHERAN CHURCH MURPHY FRONTAGE IMPROVEMENTS		
Item	**Description**	**Total**
1	Tree removal and clearing	$6,600
2	Sawcut and remove existing asphalt to centerline	$5,643
3	Sawcut and remove existing parking lot asphalt and curb	$9,650
4	Grade for half street improvements including off haul	$47,600
5	Grade for parking lot improvements including off haul	$9,795
6	5" AC on 14.5" CL II AB	$78,300
7	9' wide asphalt grind and 2" AC overlay along centerline	$9,129
8	4" AC on 13" CL II AB - Parking lot	$11,025
9	Curb and gutter on 13.5" CL II AB	$12,291
10	Vertical curb - Parking lot	$7,920
11	Sidewalk on 4" CL II AB	$14,030
12	Driveway approach on 6" CL II AB	$4,876
13	Signing and striping	$3,040
14	Relocate existing fire hydrant behind curb and gutter	$5,680
15	Relocate existing water lines along frontage	$19,080

16	Remove existing storm drain inlet - parking lot	$745
17	**Sub-total Construction Cost**	**$245,404**
18	General Liability Insurance - $18.36/$1000 of (Sub-total) Construction Cost	$4,506
19	GC Overhead - 5% of (Sub-total) Construction Cost	$12,270
20	Construction Staking - 4% of (Sub-total) Construction Cost	$9,816
21	Geotechnical Observation and Testing - 4% of (Sub-total) Construction Cost	$9,816
22	**Total Construction Cost Estimate at 16870 Murphy Avenue Frontage**	**$281,812**

The total loan amount of $281,812 shall be paid in 300 equal monthly installments and shall bear interest at 2% percent per annum compounded annually. The monthly installment of $1,194.47 will commence on the first day of the first month following acceptance of the Murphy Avenue frontage improvements. The construction work has been reviewed and deemed complete. Therefore, staff recommends that the City enter into a Public Improvements Finance Agreement (see Attachment 2) with Advent Lutheran Church for a loan amount of $281,812 to repay the construction cost of the Church's frontage public improvements.

COMMUNITY ENGAGEMENT:

This report serves to inform the community of the proposed Finance Agreement with Advent Lutheran Church of Morgan Hill.

ALTERNATIVE ACTIONS:

The Council could choose to not enter into this Finance Agreement with the Church. This is not recommended as it would result in the City not being repaid for the cost of the construction improvements.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On May 3, 2017, the City Council approved the Final Map and Subdivision Improvements Agreement for Dunne Murphy - Tract 10387.

On June 16, 2021, the City Council approved an extension of time for the Subdivision Improvements Agreement for Dunne Murphy - Tract No. 10387.

FISCAL AND RESOURCE IMPACT:

The reimbursement amount of $281,812 will be returned to the City's Traffic Impact Fund (309).

CEQA (California Environmental Quality Act):

A Mitigated Negative Declaration was adopted for the Dunne Murphy subdivision on February 9, 2016.

CITY OF MORGAN HILL

Engineering and Utilities Department
Land Development Engineering Division

Site Map
Advent Lutheran Church
Frontage Improvement Area

0 50 100 200 300 400
Feet

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 PURSUANT TO GOVERNMENT CODE SECTION 27383)

APN: 817-19-030

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PUBLIC IMPROVEMENTS FINANCING AGREEMENT

This Public Improvements Financing Agreement (the "Agreement") is entered into as of_____, 2023, by the CITY OF MORGAN HILL, a California municipal corporation (the "City") and ADVENT LUTHERAN CHURCH OF MORGAN HILL, a California non-profit corporation (the "Borrower"), with reference to the following facts and purposes:

RECITALS

A. The City and Borrower have entered into this Public Improvements Financing Agreement (the "Agreement") for the construction of public improvements for the widening of Murphy Road along the frontage of 16860 Murphy Avenue, Morgan Hill, Ca 95037 (APN 817-19-030).

B. Borrower owns real property in the City described in the attached Exhibit A (the "Subject Property") upon which frontage public improvement will be made (the "Improvements").

C. City and Borrower entered into a Deferred Improvement Agreement dated May 6, 1980, which was amended on January 3, 2001. Under the terms of the Deferred Improvement Agreement, Borrower is required to complete the Improvements upon notice by the City.

D. In order to allow for timely completion of the Improvements, City has agreed to provide a loan to the Borrower in the aggregate amount of two hundred eighty-one thousand, eight hundred twelve dollars ($281,812) to finance the Improvements.

E. Upon complete payment(s) under this agreement, the prior agreements with the City:
1. Deferred Improvement Agreement dated May 6, 1980 (Document 6761440)
2. Amendment to Deferred Improvement Agreement dated January 3, 2001 (Document: 15529616)

Shall be deem completed.

NOW, THEREFORE, the City and the Borrower agree as follows:

ARTICLE 1. Loan

Section 1.1 Loan Amount.

City agrees to loan to Borrower the amount of two hundred eighty-one thousand, eight

hundred twelve Dollars ($281,812) (the "Loan Amount"), being the cost of the Improvements that are required by the City to be completed.

Section 1.2 Loan Repayment.

Borrower shall execute a Promissory Note for the Loan Amount due in the form attached hereto and incorporated herein as Exhibit B. Payments shall be due under the Promissory Note as follows:

> The Loan Amount shall be paid in equal monthly installments of 300 payments and shall bear interest at 2% percent per annum compounded annually. The monthly installment of $1194.47 shall commence on Initial Payment Date, which shall be the first day of the first month following acceptance of the Murphy Avenue frontage improvements.

ARTICLE 2. Default and Remedies

2.1 Default by Owner.

Failure or delay by Borrower in making any payment due under the Promissory Note or this Agreement shall be deemed a default hereunder. No notice shall be due from City specifying the default as Borrower agrees that it is fully aware of the repayment schedule under this Agreement and is responsible for making timely and complete payments under the Promissory Note without any further notice from City. If City elects to give any notice of a default to Borrower, any delay or failure to give any notices shall not constitute a waiver of any default, nor shall it change the time of default. Further, any failure or delay by City in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive City of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights and remedies.

2.2. City Remedies.

Upon a default by Borrower under this Agreement or the Promissory Note, then City may, in its sole discretion: (i) terminate this Agreement, and Borrower shall be liable to City for any damages caused by such default, and City may thereafter commence an action for damages against Borrower with respect to such default; and/or, (ii) commence an action for specific performance of the terms of this Agreement pertaining to such default; and/or, (iii) declare all sums disbursed by City hereunder, at the option of City, to be immediately due and payable, and City shall be released from any and all further obligations to Borrower under the terms of this Agreement. Borrower agrees that City's rights and remedies hereunder shall be cumulative and that City shall not be liable to Borrower or any other party for City's exercise of its rights and remedies under this Agreement.

ARTICLE 3. General Provisions

3.1. Time is Of the Essence:

Time is of the essence in the performance of all obligations under this Agreement and the Other Loan Documents.

3.2.Notice:

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Borrower: Advent Lutheran Church of Morgan Hill
16870 Murphy Road
Morgan Hill, Ca 95037

City: City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037
Attention: Finance Director

Copy to: City Clerk
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

Such addresses may be changed by notice to the other party given in the same manner as provided above.

3.3.Other Provisions:

(a) If either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder or under any of the Loan Documents, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees which shall be fixed by the court.

(b) If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

(c) This Agreement, the Promissory Note and any other instruments given pursuant to this Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any action commenced about this Agreement or any of the Loan Documents shall be filed in the Santa Clara County Superior Court.

(d) This Agreement may not be changed orally, but only by agreement in writing signed by the Borrower and the City.

(e) This Agreement and the Promissory Note ("Loan Documents") together embody the agreement between the City and the Borrower for the payment of the Improvements. No verbal agreements or conversations with any officer, agent or employee of the City prior to the execution of this Agreement shall affect or modify any of the terms or obligations contained in the Loan Documents. Any such verbal agreement shall be considered unofficial information and in no way binding upon the City.

(f) This Agreement and its terms and conditions shall be binding on the successor in interest to Borrower or the Subject Property.

(g) No official or employee of the City shall be personally liable for any default or liability under this Agreement.

(h) The Borrower covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, or ancestry in any activity pursuant to this Agreement.

(i) The Borrower shall comply with all applicable laws ordinances, codes, and regulations of the federal, state, and local governments.

(j) The Borrower shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

(k) Whenever any approval, notice, direction, consent, request, waiver of condition or other action by the City is required or permitted under this Agreement, such action may be given, made, or taken by the City Manager or Finance Director, or by any person who shall have

(l)been designated in writing to the Borrower by the City Manager or Finance Director, without further approval by the City Council, and any such action shall be in writing.

(m) The following exhibits are attached to and incorporated by reference in this Agreement:

Exhibit A	Legal Description of the Subject Property
Exhibit B	Form of Note - Promissory Note

(n) If any term or provision of any Loan Document conflicts with any term or provision of this Agreement, the term or provision of this Agreement shall control to the extent of such conflict.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

BORROWER:

ADVENT LUTHERAN CHURCH OF MORGAN HILL

By: _____

Date: _____

CITY:

CITY OF MORGAN HILL

By: _____
Christina Turner, City Manager

Date: _____

Approved as to Form:

By: _____
Donald A. Larkin, City Attorney

Date: _____

Attest:

By: _____
Michelle Bigelow, City Clerk

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 _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ 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 _____ 20__, before me, _____ a Notary Public in and for said County and State, personally appeared _____ 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)

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

All that real property situated in the City of Morgan Hill, Santa Clara County, State of California being more particularly described as follows:

PARCEL B, as shown on the Map entitled, “PARCEL MAP”, which Map was filed for record in the office of the Recorder of the County of Santa Clara, State of California, on July 9, 1974, in Book 343 of Maps, page 1.

EXHIBIT B
FORM OF NOTE
Promissory Note

$_____ Morgan Hill, California
_____, 2023

FOR VALUE RECEIVED, _____ (the "Borrower") promises to pay to the City of Morgan Hill (the "City"), or order, the principal sum of _____Dollars ($_____), with interest as provided below.

1. Fee Financing Agreement. This Note is made pursuant to the terms of the Fee Financing Agreement (the "Agreement") dated _____, 2023, entered into between the Borrower and the City. All capitalized terms used but not defined in this Note shall have the meanings set forth in the Agreement.

Interest; Repayment Terms. The indebtedness evidenced by this Note shall bear interest at the rate of [insert rate: LAIF plus ½ %] per annum compounded annually and shall be due and payable in ___ monthly installments of $_____ per month, beginning on the first day of the month following payment of the Down Payment if such Down Payment is made prior to the 15th of the month. If the Down Payment is made after the 15th of the month, the first installment shall be due on the first day of the second month following payment of the Down Payment. Payments shall continue on the first day of each month thereafter until the full principal and all interest thereon had been paid.

2. Late Charge. The Borrower acknowledges that late payment of amounts owing under this Note will cause the City to incur costs not contemplated by this Note, the exact amount of such costs being difficult and impractical to assess. Such costs include without limitation, processing and accounting charges. Therefore, if any payment under this Note is not received within thirty (30) days of the date due, the Borrower agrees to pay to the City an additional amount of Two Hundred Dollars ($200) as a late charge. The parties agree that the late charge represents a reasonable sum considering all the circumstances existing at the date of the execution of this Note and represents a fair and reasonable estimate of the costs the City would incur by reason of late payment and that proof of actual damages would be costly and inconvenient. Acceptance of a late charge shall not constitute a waiver of default and shall not prevent the City from exercising any other rights or remedies available to the City. Any payment deferred in accordance with the provisions of this Note shall not be subject to a late charge.

3. Prepayment. The Borrower shall have the right to prepay all or a portion of the principal and interest due under this Note without any charge or penalty being made therefore.

4. Deed of Trust. This Note is secured by the Deed of Trust of even date herewith.

5. Acceleration. As more fully set forth in Section 5 of the Agreement, upon the occurrence of Default as defined in the Agreement or Deed of Trust, the City shall have the right to declare all unpaid principal and accrued interest immediately due and payable. Neither acceptance by the City of the payments provided for herein nor any failure by the City to pursue

its legal and equitable remedies upon default shall constitute a waiver of the City's right to require prompt payments when due of all principal and interest owing or to declare a default and exercise all of its rights under this Note, the Deed of Trust, and the Agreement.

6. No Offset. The Borrower hereby waives any rights of offset it now has or may hereafter have against the City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

7. Waiver; Attorneys' Fees. The Borrower and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, dishonor and non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys' fees. If an action is instituted on this Note, the undersigned promises to pay, in addition to the costs and disbursements allowed by law, such sum as a court may adjudge reasonable as attorneys' fees in such action.

8. Manner and Place of Payment. All payments of principal and interest and any late charge due under this Note, as well as any additional payments set forth in the Deed of Trust, shall be payable in lawful money of the United States of America at the office of the City as set forth in Section 7(b) of the Agreement or at such other address as the City may provide to the Borrower by notice in accordance with Section 7(b) of the Agreement.

9. Assignment. The City's rights under this Note may be assigned in its sole discretion.

10. Conflict. If any term or provision of this Note conflicts with any term or provision of the Agreement, the term or provision of the Agreement shall control to the extent of such conflict.

11. Joint and Several Liability. If the Note is executed by more than one person or entity as Borrower, the obligations of each such person or entity shall be joint and several. No person or entity shall be a mere accommodation maker, but each such person shall be primarily and directly liable hereunder.

[Name of Borrower]

By: _____

Its: _____

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

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

APPROVE A REIMBURSEMENT AGREEMENT WITH NORDSTROM CAL HOMES, LLC FOR OUT-OF-TRACT PUBLIC IMPROVEMENTS ADJACENT TO THE DUNNE MURPHY SUBDIVISION (TRACT NO. 10387)

RECOMMENDATION(S)

1. Approve a Reimbursement Agreement with NORDSTROM CAL HOMES, LLC;
2. Authorize the City Manager to execute the Reimbursement Agreement; and
3. Adopt a resolution to amend FY 2023-24 budget to appropriate $305,748 in the Traffic Impact Fund (309).

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Enhancing Public Safety

2022-2023 Strategic Priorities
Transportation

REPORT NARRATIVE:

Dunne Murphy - Tract No. 10387 is a 14 unit residential subdivision (12 new units and 2 existing units) located on the southeast corner of East Dunne Avenue and Murphy Avenue (see Attachment 1). Subdivision developments, such as the Dunne Murphy subdivision, are required to complete in-tract public improvements, which typically include all public street improvements to the centerline of the project's frontage street(s). On the other hand, "out-of-tract" public improvements that are constructed by a project that are beyond the project's street frontage, and/or past the street centerline are eligible for reimbursement by the City.

The Dunne Murphy subdivision is an approved Residential Development Control System (RDCS) project, which made commitments to provide out-of-tract improvements at $12,861 per unit. The twelve (12) new units were subject to the RDCS commitments while the two existing units were not subject to the commitments under the RDCS guidelines. The total amount committed by the project to out-of-tract public improvements is $154,332.

As part of the project's Tentative Map conditions of approval, the developer, NORDSTROM CAL HOMES, LLC, was required to perform the following:

1. Underground the overhead utilities along the project's frontage on East Dunne Avenue from the project's easterly property line to the next junction pole located 135 feet west of the centerline of Murphy Avenue. The total length of undergrounded utilities along East Dunne Avenue is 735 feet, where 135 feet of undergrounded utilities are considered out-of-tract improvements as it is beyond the project's frontage and past the centerline of Murphy Avenue to the west.
2. Complete the out-of-tract frontage public improvements along Murphy Avenue, adjacent to the property that is south of the project site, located at 16870 Murphy Avenue (APN: 817-19-030) and currently owned by Advent Lutheran Church.

The developer has completed the project's in-tract and out-of-tract public improvements. Since the out-of-tract improvements are not the financial responsibility of the developer, the developer is seeking reimbursement for a portion of the undergrounding along East Dunne Avenue, and the frontage public improvements at 16870 Murphy Avenue.

The following table shows the breakdown of the construction cost of the out-of-tract improvements, less the RDCS commitments, and the reimbursement amount to the developer for the construction of the out-of-tract public improvements.

Undergrounding Out-of-Tract Improvement along East Dunne Avenue		Cost
Design Drawings		$1,379.31
Electric Contract - PG&E		$82,212.18
Telecommunications Contract - Wave		$6,234.65
Cable Contract - Charter Spectrum		$8,353.97
Undergrounding Work by Contractor		$63,593.94
Traffic Control		$1,500
	Subtotal	$163,274.05

Frontage Out-of-Tract Improvements at 16870 Murphy Avenue		Cost
Construction of Murphy Avenue frontage		$272,226.16
General Liability Insurace		$4,998.07
General Contractor Overhead		$13,611.31
Construction Staking		$4,000.00
Geotechnical Observation and Testing		$1,970.00
	Subtotal	$296,805.54

Total Out-of-Tract Construction Cost	$460,079.59

RDCS Commitment ($12,861.00 per unit x 12 units) to be used towards the cost of out-of-tract public improvements.	- $154,332.00
Total Reimbursement Amount	**$305,747.59**

The total cost of the design, utility contracts, and construction of the out-of-tract public improvements is $460,080. After subtracting the cost of the RDCS commitment in the amount of $154,332, the total reimbursement amount is $305,748. It should be noted that the majority of the frontage out-of-tract improvements cost at 16870 Murphy Avenue shall be paid back to the City through a separate finance agreement with Advent Lutheran Church.

The cost and construction work has been reviewed and deemed complete. Therefore, staff recommends that the City enter into a Reimbursement Agreement (see Attachment 2) with the developer, NORDSTROM CAL HOMES, LLC, for a reimbursement amount of $305,748 to cover the construction cost of the out-of-tract public improvements completed by the Dunne Murphy Subdivision project.

COMMUNITY ENGAGEMENT:
This report serves to inform the community of the proposed Reimbursement Agreement with NORDSTROM CAL HOMES, LLC.

ALTERNATIVE ACTIONS:
There is no feasible alternative action as the Developer has completed the out-of-tract public improvements adjacent to the subdivision project.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On May 3, 2017, the City Council approved the Final Map and Subdivision Improvements Agreement for Dunne Murphy - Tract No. 10387.

On June 16, 2021, the City Council approved an extension of time for the Subdivision Improvements Agreement for Dunne Murphy - Tract No. 10387.

FISCAL AND RESOURCE IMPACT:
The reimbursement amount of $305,748 will be funded from the City's Traffic Impact Fund (309). An appropriation of $305,748 is required from the Traffic Impact Fund. The Traffic Impact Fund is currently showing a negative fund balance. However, the timing of receipt of grant funds is the current reason for the negative balance. In addition, the majority of this cost ($281,812) shall be paid back to the City through a separate finance agreement with Advent Lutheran Church.

CEQA (California Environmental Quality Act):
A Mitigated Negative Declaration was adopted for the project on February 9, 2016.

CITY OF MORGAN HILL

Engineering and Utilities Department
Land Development Engineering Division

Site Map
Dunne Murphy Tract 10387
Out-of-Tract
Public Improvement Area

0 50 100 200 300 400
Feet

R E I M B U R S E M E N T A G R E E M E N T

DUNNE MURPHY – TRACT NO. 10387

NORDSTROM CAL HOMES, LLC

THIS AGREEMENT is made this _____ day of _____, 2023, by the CITY OF MORGAN HILL, a municipal corporation ("CITY"), and **NORDSTROM CAL HOMES, LLC**, a California Limited Liability Company ("DEVELOPER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to City Council approval on November 15, 2023.

2. CITY desired the DEVELOPER to furnish **out-of-tract undergrounding improvements along East Dunne Avenue west of the centerline of Murphy Avenue and out-of-tract public improvements along the frontage of the adjacent property to the south at 16870 Murphy Avenue owned by Advent Lutheran Church.**

3. DEVELOPER agreed to, at its own cost and expense, install these improvements ("IMPROVEMENTS").

4. DEVELOPER requests that CITY reimburse it for a portion of the cost incurred for IMPROVEMENTS.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement**. This Agreement covers services rendered from the date of building permit issuance for the project until such time as the amount or portion for reimbursement has been paid to DEVELOPER or its designee. This Agreement shall terminate in two years or upon full reimbursement, whichever occurs first.

2. **Scope of Project**. The Project scope consists of:
a) Undergrounding of existing overhead utilities along East Dunne Avenue, west of the centerline of Murphy Avenue.
b) Construction of curb, gutter, sidewalk, driveway approach, relocation of various utilities, and street asphalt pavement widening of Murphy Avenue along the street frontage of 16870 Murphy Avenue.

3. **IMPROVEMENTS PROVIDED**. IMPROVEMENTS performed by DEVELOPER consisted of the following: **out-of-tract undergrounding along East Dunne Avenue west of the centerline of Murphy Avenue and out-of-tract public improvements along the frontage of the adjacent**

property to the south at 16870 Murphy Avenue owned by Advent Lutheran Church (see attached Exhibit A).

4. **Compensation**. DEVELOPER had expended the following amount in construction of IMPROVEMENTS:

4.1 Amount. Four hundred sixty thousand seventy-nine dollars fifty-nine cents (**$460,079.59**).

4.2 Portion to be Reimbursed. Three hundred five thousand seven hundred forty-seven dollars fifty-nine cent (**$305,747.59**).

4.3 Payment. CITY shall reimburse DEVELOPER upon completion of the improvements to CITY's satisfaction.

4.4 Records of Expenses. DEVELOPER has kept records in which complete and correct entries are made of all construction costs, including overhead, related to IMPROVEMENTS. These records have been made available to CITY upon request.

4.5 Termination. CITY and DEVELOPER shall have the right to terminate this Agreement, without cause, by giving not less than thirty (30) days written notice of termination as provided in Paragraph 12 below.

5. **Assignment of Payments**.

5.1 Payment Stream. DEVELOPER may assign the payments upon written instruction to CITY as provided in Paragraph 12 below. CITY shall have no liability whatsoever for failure to follow these instructions or for any claim by any entity for the funds or for their assignment.

7. **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.

8. **Non-Discrimination**. DEVELOPER covenants there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, sexual orientation, national origin, or ancestry, in any activity pursuant to this Agreement.

9. **Independent Contractor**. It is agreed to that DEVELOPER shall act and be an independent contractor and not an agent or employee of CITY.

10. **Compliance with Law**. DEVELOPER shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

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

12. **Notices**. All notices shall be personally delivered or mailed, via first class mail to the below

listed addresses. 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.

a. Address of DEVELOPER is as follows:
Nordstrom Cal Homes, LLC
Jenny Huang
16890 Monterey Street
Morgan Hill, CA 95037

b. Address of CITY is as follows:
Public Works Director
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

With a copy to:
City Clerk
City of Morgan Hill
17555 Peak Avenue
Morgan Hill, CA 95037

13. **Licenses, Permits and Fees.** DEVELOPER shall obtain a **City of Morgan Hill Business License,** all permits, and licenses as may be required by this Agreement.

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

15. **Limitations Upon Subcontracting and Assignment**. Neither this Agreement nor any portion shall be assigned by DEVELOPER without prior written consent of CITY.

16. **Authority to Execute**. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

17. **Indemnification**. DEVELOPER agrees to protect, and hold harmless CITY and its elective or appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of, or in any way connected with performance of the Agreement by DEVELOPER, DEVELOPER'S agents, officers, employees, subcontractors, or independent contractors hired by DEVELOPER. The only exception to DEVELOPER'S responsibility to protect, defend, and hold harmless CITY, is due to the sole negligence of CITY. This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER.

18. **Modification**. 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 subsequent mutual written agreement executed by CITY and DEVELOPER.

19. **California Law**. This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Santa Clara County Superior Court.

20. **Interpretation**. This Agreement shall be interpreted as though prepared by both parties.

21. **Preservation of Agreement**. Should any provision of this Agreement be found invalid or

unenforceable, the decision affected only the provision interpreted, and all remaining provisions shall remain enforceable.

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

CITY OF MORGAN HILL

By: _____
Christina J. Turner, City Manager

Date: _____

"DEVELOPER"
NORDSTROM CAL HOMES, LLC

By: _____
Jenny Huang, Manager

Date: 11/02/2023

ATTEST:

_____
Michelle Bigelow, City Clerk

Date: _____

APPROVED AS TO FORM:

_____
Donald A Larkin, City Attorney

Date: _____

Exhibit A

CONSTRUCTION COST - 16870 MURPHY AVENUE ADVENT LUTHERAN CHURCH MURPHY FRONTAGE IMPROVEMENTS

Item	Description	Total
1	Tree removal and clearing	$6,600.00
2	Retaining walls	$1,880.00
3	Sawcut and remove existing asphalt to centerline	$5,643.00
4	Sawcut and remove existing parking lot asphalt and curb	$9,650.00
5	Grade for half street improvements including off haul	$47,600.00
6	Grade for parking lot improvements including off haul	$9,795.00
7	5" AC on 14.5" CL II AB	$73,080.00
8	9' wide asphalt grind and 2" AC overlay along centerline	$8,568.00
9	4" AC on 13" CL II AB - Parking lot	$10,500.00
10	Curb and gutter on 13.5" CL II AB	$12,291.00
11	Vertical curb - Parking lot	$7,920.00
12	Sidewalk on 4" CL II AB	$14,030.00
13	Driveway approach on 6" CL II AB	$4,876.00
14	Signing and striping	$3,040.00
15	Relocate existing fire hydrant behind curb and gutter	$5,680.00
16	Remove existing storm drain inlet - parking lot	$745.00
17	Relocate 2 olive trees in order to grade a slope for the landscape area	$9,250.00
18	Over-ex and add base rock to street section due to unsuitable soils	$2,126.00
19	Lower 1" and 2" water services	$5,835.00
20	Install sleeves and drain line under sidewalk	$1,478.00
21	Install sleeve under north driveway	$456.00
22	Install drain box in planter strip	$1,196.00
23	Remove landscaping behind sidewalk along frontage	$3,490.00
24	Grade landscape slope along frontage	$6,380.00
25	Add geogrid along Murphy frontage	$2,641.00
26	PG&E fee to relocate gas valve in street curb	$4,314.56
27	PG&E fee to relocate gas valve in street curb	$13,161.60
28	**Sub-total Construction Cost**	**$272,226.16**
29	General Liability Insurance - $18.36/$1000 of (Sub-total) Construction Cost	$4,998.07
30	GC Overhead - 5% of (Sub-total) Construction Cost	$13,611.31
31	Construction Staking	$4,000.00
32	Geotechnical Observation and Testing	$1,970.00
33	**Total Construction Cost at 16870 Murphy Avenue Frontage**	**$296,805.54**

CONSTRUCTION COST - UNDERGROUNDING OVERHEAD UTILITY ALONG EAST DUNNE AVENUE WEST OF MURPHY AVENUE CENERLINE (RULE 20)		
No.	**Description**	**Total**
34	Portion of undergrounding PG&E west of Murphy centerline (135 ft out of 783 ft = 17.24%)	$63,593.94
35	Portion of PG&E's Rule 20 fee (135 ft out of 783 ft = 17.24%)	$82,212.18
36	Traffic Control Plan (Murphy Closure for Rule 20)	$1,500.00
37	Portion of Astound Broadband (wave) fees (135 ft out of 783 ft = 17.24%)	$6,234.66
38	Portion of Tarrar's Rule 20 design fee (135 ft out of 783 ft = 17.24%)	$1,379.31
39	Portion of Charter Spectrum undergrounding fees (135 ft out of 783 ft = 17.24%)	$8,353.97
40	**Total Construction Cost of undergrounding overhead**	**$163,274.05**

DUNNE MURPHY RDCS COMMITMENTS TO PROVIDE OUT OF TRACT PUBILC IMPROVEMENTS		
No.	**Description**	**Total**
A	School Pedestrian Safety improvement at $4950 per unit (note: total new units are 12 of 14; 2 units are existing)	-$59,400.00
B	Public Facilities - Public Improvements at $4400 per unit	-$52,800.00
C	Public Facilities - Capital Improvements at $1100 per unit	-$13,200.00
D	Public Facilities - Circulation Efficiency at $2,200 per unit	-$26,400.00
E	Public Facilities - Bike Lanes at $211 per unit	-$2,532.00
F	**Total RDCS Commitments**	**-$154,332.00**

	Total Construction Cost (33+40)	$460,079.59
	Total RDCS Commitments (F)	-$154,332.00
	Total Reimbursement Amount (33+40-F)	**$305,747.59**

RESOLUTION NO. 23-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2023-2024 BUDGET IN THE TRAFFIC IMPACT FUND (FUND NO. 309) TO APPROPRIATE $305,748

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting this Resolution are set forth in detail in that certain City Council Staff Report entitled "Approve a Reimbursement Agreement with Nordstrom Cal Homes, LLC for Out-of-Tract Public Improvements Adjacent to the Dunne Murphy Subdivision (Tract No. 10387)" submitted for City Council consideration at its meeting of November 1, 2023, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, recommended amendments are needed and proposed to the City's previously adopted Annual Budget for Fiscal Year 2023-2024 as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

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

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

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

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

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

a. That the City's previously adopted Fiscal Year 2023-2024 Budget, as the same has been amended to date, is hereby further amended in accordance with and as

reflected on Exhibit A attached hereto and incorporated herein by this reference; and

b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2023-2024 Budget of City.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 15th day of November 2023 by the following vote:

AYES:	**COUNCIL MEMBERS:**	**None**
NOES:	**COUNCIL MEMBERS:**	**None**
ABSTAIN:	**COUNCIL MEMBERS:**	**None**
ABSENT:	**COUNCIL MEMBERS:**	**None**

APPROVED: **ATTEST:**

_____ _____
MARK TURNER, 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. 23-xxx adopted by the City Council at the meeting held on the 15th day of November 2023.

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

DATE: _____ _____
MICHELLE BIGELOW, City Clerk

EXHIBIT A

AGENDA BUDGET SCORECARD
FISCAL YEAR 2023-2024
ADJUSTMENT # 017

FUND:	309	Traffic Impact Fund
FUNTION:	40	Public Services
DEPARTMENT:	40	Public Services
DIVISION:	8053	Traffic Impact
OBJECT:	42231	Contract Services

AGENDA DATE: 11/15/23
AGENDA ITEM TITLE: Reimbursement Agreement with Nordstrom Cal Homes

	07/01/23 UN-AUDITED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI-ATIONS	06/30/24 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	3,613,394	1,276,925	5,197,546	(307,227)
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		-	305,748	(305,748)
RESULT OF RECOMMENDED ACTION	3,613,394	1,276,925	5,503,294	(612,975)

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Chris Ghione, Public Services Director
APPROVED BY: City Manager

APPROVE CONSULTANT AGREEMENT WITH IMS INFRASTRUCTURE MANAGEMENT SERVICES, LP FOR SIDEWALK ASSESSMENT IN THE AMOUNT OF $156,950

RECOMMENDATION(S)

1. Approve and authorize the City Manager to execute a consultant agreement with IMS Infrastructure Management Services in the amount of $156,950 for the completion of a sidewalk and curb ramp assessment; and
2. Adopt a resolution to amend the FY 2023-24 budget to appropriate $156,950 in the Public Facilities Fund (346).

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
Transportation

REPORT NARRATIVE:

This item provides an opportunity for the City Council to approve the implementation of a Citywide sidewalk assessment. The sidewalk assessment will assist the City in addressing and prioritizing sidewalk repairs and upgrades to curb ramps to current ADA standards. Most of the costs for the assessment will be paid using risk management grant funds from PLAN JPA, which is the City's shared risk pool. The purpose of the assessment is to identify repairs and upgrades that will reduce liability risks.

In July 2023, the City issued a request for proposals for the Citywide sidewalk assessment. The City received five responses from the companies listed in the table below. The five proposals were evaluated by a committee of the City consisting of the Maintenance Manager, GIS Administrator and Public Services Director. The scoring for the evaluated proposal is outlined in the table below.

Criteria	ARCOR Inc.	Blue Accessibility Consultants	IMS	Paratum Solutions	Precision Concrete Cutting
Demonstrated professional quality on similar projects and past experience.	7.5	8.5	13	7.2	8.5
Experience of personnel/sub-consultants.	7.5	9	12	7.9	9
Quality of proposal.	10	10	13.5	10.25	5.5
Ability to meet all aspects of the requirements of the RFP.	8.5	9	13.5	8.75	6.5
Costs	16	24	40	20	16
Total Score	**49.5**	**60.5**	**92**	**54.1**	**45.5**

The IMS proposal demonstrated a strong understanding of City needs, a very strong resume of similar past work, and the technical ability to complete the work at a high level. Ultimately, IMS will use a variety of technologies, including Lidar, to record conditions of sidewalks and curb ramps and link those conditions into the City's GIS database. Once completed, the data will be used by City Staff to develop plans for repairs and upgrades to curb ramp and sidewalks.

COMMUNITY ENGAGEMENT:
Since sidewalk maintenance is a regular and expected City maintenance service, no specific engagement activities were conducted to inform the community about this request for proposals. The City will utilize its communication channels to inform the community of assessment work prior to it occurring.

ALTERNATIVE ACTIONS:
The City Council could elect not to move forward with the sidewalk assessment project and provide staff alternate direction.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
There are no previous actions related to this item.

FISCAL AND RESOURCE IMPACT:
The agreement would require appropriation of funds totaling $156,950 in the Public Facilities Fund (346). The City will be reimbursed for $144,565 from the City's insurance pool's risk management grant funding. There are available funds within the Fund 346 to cover the remaining costs of $12,385.

CEQA (California Environmental Quality Act):

Categorical Exemption
The planned maintenance and management of city facilities falls within the CEQA categorical exemption of Class 1, Existing Facilities.

CONSULTANT AGREEMENT FOR DESIGN PROFESSIONALS
IMS Infrastructure Management Services, LP

THIS AGREEMENT is entered into and becomes effective on _____ (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and IMS Infrastructure Management Services, LP a Delaware limited partnership ("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 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 June 30, 2024 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 sidewalk and curb ramp inspection as further described in **Exhibit A.**

4. **Compensation**. CONSULTANT shall be compensated as follows:

4.1. Amount. $156,950.00. Total compensation to CONSULTANT under this Agreement during its initial term set forth in Section 2 above shall not exceed One Hundred Fifty Six Thousand Nine Hundred Fifty 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 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. "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.

7.2.1.2. "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

7.2.1.3. "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.

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 any basis prohibited by State or Federal law, including but not limited to, 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:

IMS Infrastructure Management Services, LP
Attn: Jim Tourek
6001 West Parmer Lane, Suite 370-8933
Austin, Texas 78727

Address of CITY is as follows:

Chris Ghione	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 for Design Professional Services. Consistent with California Civil Code Section 2782.8, for design professional services to be performed under this agreement by a design professional, as that term is defined under said Section 2782.8, 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 negligence, recklessness, or willful misconduct of CONSULTANT, and/or its agents, officers, employees, subcontractors, or independent contractors in performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement ("CLAIM") to the extent of CONSULTANT'S proportionate percentage of fault.

21.2. Defense and Indemnification for Non-Design Professional Services. For all services performed under this agreement not covered by Section 21.1 above, 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").

21.3. 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, active negligence, or willful misconduct of the CITY.

21.4. 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.

21.5. 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.

21.6. 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.

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.

[Signatures on Next 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 Clerk/Deputy City Clerk

Michelle Bigelow
Print Name

Date:

APPROVED AS TO FORM:

City Attorney

Donald A. Larkin
Print Name

Date:

CITY OF MORGAN HILL

City Manager

Christina J. Turner
Print Name

Date:

IMS Infrastructure Management Services, LP

Digitally signed by Michael Nieminen
DN: cn=Michael Nieminen, c=US, o=International Cybernetics Company, LP, email=mnieminen@internationalcybernetics.com
Date: 2 Nov 2023, 15:06:11 -04'00'

By:

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

Date: 11/2/23

Digitally signed by John Till
DN: cn=John Till, c=US, o=International Cybernetics Company, LP, email=jtill@internationalcybernetics.com
Date: Nov 2, 2023

By:

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

Date: 11/2/23

Exhibit A Sope of Services

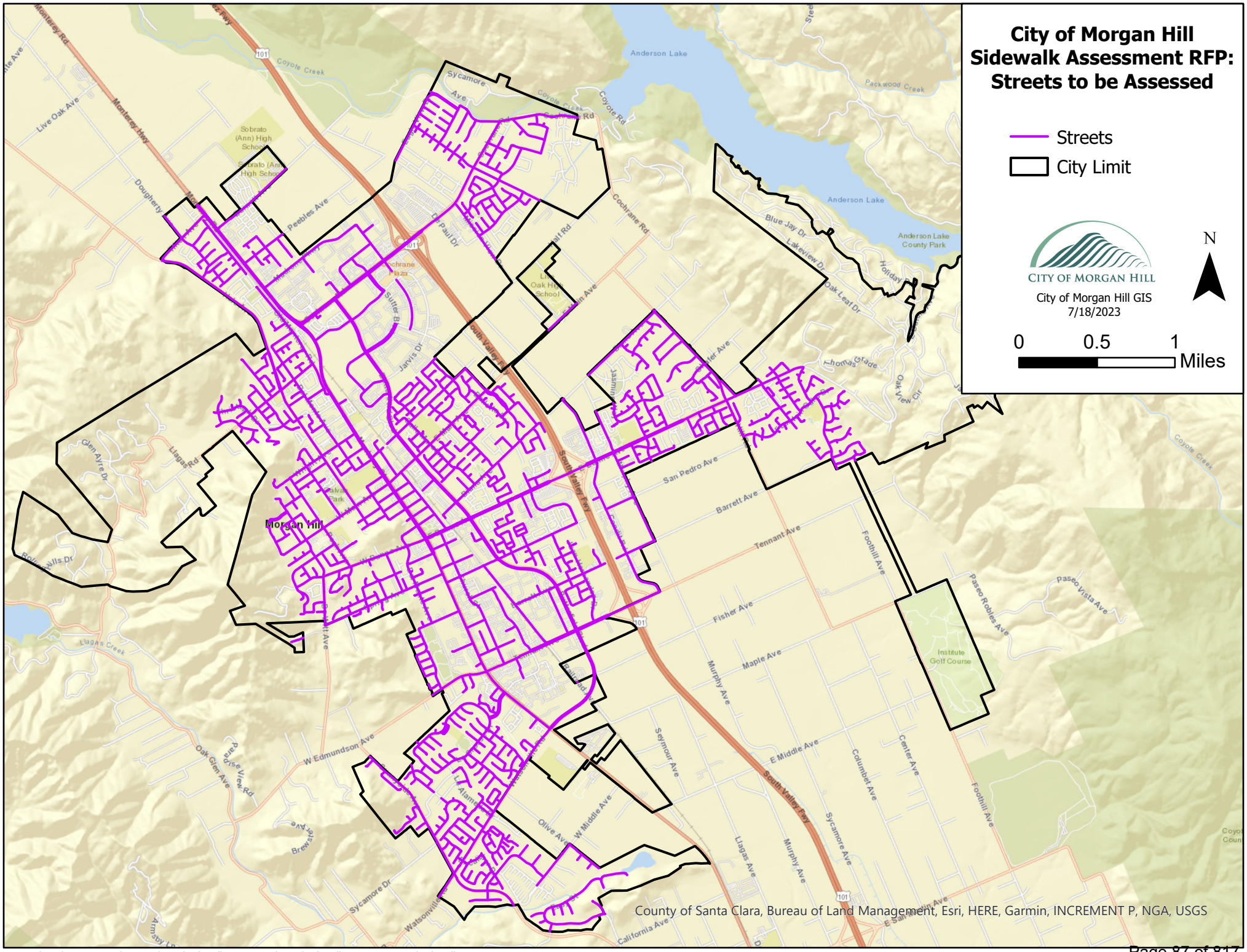
Overview

The consultant shall collect data and assess City sidewalks documenting all sidewalk deficiencies, including use of a standard rating system on the severity of the deficiency.

The consultant shall collect and assess curb ramp ADA compliance on the following attributes: ramp slope, cross slope, road slope & cross slope, flare slopes, ramp width, landing area, and tactile pad (truncated dome) per current Caltrans Standards.

Scope Location

Location of assessed sidewalks and curb ramps are identified in following map and further identified in detail in the GIS data provided by the City to consultant.

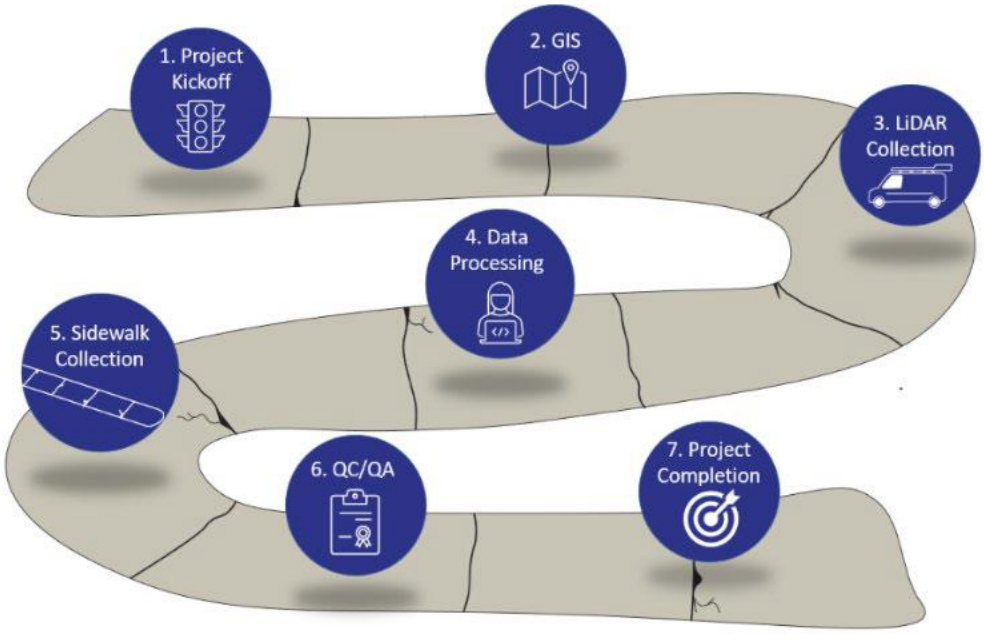


Path: Q:\Maintenance\Projects\RFPs\SidewalkAssessment\Maps\SidewalkAssessment_RFP\SidewalkAssessment_RFP.aprx

Project Approach

The data collected will identify trip hazards resulting from sidewalk panels that are uneven as well as distresses requiring sidewalk repair or replacement. To complete the project, the trip hazards will be classified into four categories as requested by the City and delivered in a KMZ file or geodatabase.

The IMS project approach for sidewalk condition and asset inventory projects typically follows the 7 steps shown in the graphic below.



Project Kickoff

IMS has standardized a project approach based upon our 38 years of pavement and asset management experience. Detailed conversations with our clients allow IMS to tailor a solution to the specific needs of an individual municipality. A prerequisite for a successful project is an initial project meeting with the City team members and the IMS team. This early communication is critical to ensuring that we are fully aligned with the City's overall vision for this project as well as the specific data needs for the City.

IMS will ensure that the plan remains current with any further data needs. IMS Project Initiation Form and GIS Setup Form are part of the process, where the outcome will include a final project plan and an approved schedule in collaboration with the City's staff and stakeholders to be established prior to data collection.

Another critical component of project prep is ensuring the Master Asset List (MAL) is understood and accepted before the project begins. The MAL acts as a data dictionary and gives full transparency into what sidewalk distress data can be expected to be included in the final database that will be delivered. It also includes all assumptions made about each attribute domain and type, so any subjectivity during rating can be understood clearly.

Revised Data Submittal Outline/GIS Format/Quality Standards

Q*uality Management Plan*

Based on discussions with the City during the project initiation and kickoff meetings, IMS will develop a project-specific version of our standard QMP for this project. The plan will address the following:

Phase 1. Project Planning – Before Data Collection

• Project team and schedule

• Rater calibration

• Equipment calibration and control sites

Phase 2. Project Execution – During Data Collection and Processing

• Pilot data collection, processing, and reporting

• Production data collection and processing

• Routine equipment inspection and calibration procedures

Phase 3. Data Delivery – Post Data Processing

• City acceptance and corrective action procedures

• Final data review

• Data delivery and final report

The final QMP plan will consist of these elements, all of which will be formalized prior to data collection.

GIS Survey Mapping & Network Referencing

Data collection is unique in every jurisdiction, varying by network complexity, the mix of urban and rural roadways, type of terrain, schedule constraints, and most notably, the analysis and data delivery requirements. To facilitate a standard approach that yields deliverables tailored to our clients' needs, IMS has the our Unify™ Suite of collection, processing, and viewing software. The comprehensive software relies on street centerline GIS data provided by the City to build all successive processes which include calibration, collection, processing, analysis, and reporting. The Unify™ Suite eliminates the need to use numerous scripts and transformations to produce the geodatabase and tabular deliverables.

The IMS technical team will review the City-provided sidewalk network files (expected in an ESRI GIS file format) that define the routes to be collected. If discrepancies arise, they will be noted and discussed for resolution with the City before the start of data collection. The finalized road network will be loaded into the Drive™ software, which defines the pavement network segmentation and attribution to be collected and delivered, minimizing routing problems and location errors. The GIS files will include attributes such as Sidewalk Section ID, Street Name, Street Type, beginning description, ending description, start reference, and end reference for each segment.

<u>Sidewalk Condition Data Collection</u>

IMS will collect data using its state-of-the-art LiDAR system. The LIDAR unit captures a 360-degree field of view by collecting dense point cloud patterns that can be collected with a single pass at posted traffic speeds on local roadways. Asset grade horizontal accuracy (sub meter) is possible with this system without supplemental ground control. This method provides detailed data to determine if the sidewalks are compliant with current local standards. This data is processed by IMS technicians into the final deliverable. This reduces the need for double passing many roadways as required with pavement data collection surveys.

Accompanying the LIDAR unit, IMS uses the state-of-the-art Ladybug 360-degree cameras. These cameras provide imagery at 36 megapixels that creates the colorized point cloud used in developing the 3D image of the desired ramp attributes.

IMS will use the data collected to provide a Sidewalk Condition Index (SWCI) which is a 0-100 score that is like the Pavement Condition Index (PCI) used for assessing street pavements. The SWCI was developed by IMS in 2014 when we launched our SST platform.

By using the SWCI IMS will provide an approach to sidewalk management that is similar to the approach used for pavement management – detailed, objective, and repeatable surveys that provide a solid foundation for multi-year budgeting maintenance and rehabilitation planning.

Sidewalk Ramp Data Collection

A pedestrian curb ramp is defined as an inclined plane needed wherever a sidewalk or other pedestrian walkway crosses a curb. Similarly to the pre-survey prep for the sidewalk assessment, IMS will create a review map of all current ramps to be confirmed by City staff as a function of the IMS routing plan.

Ramp locations will be verified via the GPS-linked imagery and aerial photography. Updates to the existing database will be confirmed with County staff prior to any adjustments. The table structure for the ramp inventory is included on the next page. This will be modified to match the City terminology, or any modifications made as a part of negotiations and reflected in the MAL.

The ramp condition assessment is completed via measurements derived from the point cloud captured by the mobile LiDAR unit.

<u>Data Processing and QC/QA</u>

Sidewalk Distresses

The sidewalk distress locations will be reported in a GIS database. We will also summarize these findings at the segment level for integration into the Easy Sidewalk Analysis spreadsheet for SWCI calculation purposes. The raw GIS files can be used for precisely locating slabs that need to be repaired, which can be used in conjunction with the spreadsheet deliverable, which will help to determine priority.

Ramps

Point Cloud Processing – The raw point cloud data from the LiDAR unit is processed into a user-friendly format for use in TopoDOT for Microstation. Upon completion of the point cloud processing, IMS tiles the network for identification of the intersection ramps and delivery to our extraction team.

Smart Cell Extraction – The IMS extraction team uses a Smart Cell library developed by IMS. The Smart Cells are applied to each ramp in the point cloud and sized according to the visible geometry of the pedestrian curb ramp. Once sized, the Smart Cell auto calculates all the geometric units of measure identified in the Master Asset List (i.e., ramp slope, landing slope, flare slope, facility dimensions, etc.)

Ramp Join & QC – The pedestrian curb ramp geometric attributes are joined to the appropriate ramp and assigned to a Curb Ramp QC technician who validates the geometry measurements captured during Smart Cell Extraction. Any error or anomalies found during QC are corrected using the point cloud collected in the field.

Sidewalk Condition Survey QC/QA

Sidewalk and ramp inventory and condition GIS data goes through a series of quality checks before it is delivered. These include:

• General review involves an overall cursory scan of the dataset to visually identify any anomalies before proceeding with more detailed checks. A sort of each attribute should yield complete information without unexpected gaps. Any gaps are noted and further investigated in subsequent checks.

• Positional accuracy checks ensure that features collected with GPS align with aerial photographs, street centerline and other attributes.

• Geometry checks ensure that features are of the expected geometry and that no invalid or null geometries exist. These checks can also include connectivity checks if delivered features have expected geometric relationships, such as the relationship of a ramp point to a sidewalk line.

• Database Schema Checks – Schema checks ensure that the delivered geodatabase conforms to the schema specifications outlined in the Master Asset List (MAL) at the onset of the project. Checks include a review of features, feature types and naming, attribute types and naming, coordinate system, and allowed geometries.

• Attribute completeness checks ensure that feature classes are fully populated according to domains outlines in the MAL. Logical consistency checks may be performed if a feature has multiple attribute relationships that need validated.

• Attribute accuracy checks ensure that the data captured in the feature class agrees with the source data used to create the feature.

Data Formatting and Loading

Collected 360-degree imagery and lidar “point cloud” datasets will be processed and compiled by IMS data technicians for review by the IMS QC/QA team. Validated sidewalk distresses and ramp measurements will be entered into our “Easy Sidewalk Analysis” (ESA) spreadsheet. The ESA spreadsheet converts the validated data into SWCI scores. SWCI scores along with the validated sidewalk distresses and ramp measurements are then exported to a geodatabase for integration with the City’s asset management system, Cityworks.

Ramp measurements are captured from the LiDAR point cloud using TopoDOT for Micro

Sidewalk Maintenance Recommendations

The key to the success of the project and meeting the City’s needs is the development of a prioritized sidewalk and ADA ramp rehabilitation plan. Important steps in the process are identifying the correct rehabilitation costs and developing a logical Remaining Service Life for each sidewalk.

The Sidewalk and ADA ramp report and recommendations will include:

• Sidewalk and ramp location inventory/attribute report

• Location of non-existent sidewalk ramps needed to meet ADA compliance

• Analysis parameters –define/develop estimated average sidewalk life, rehab payment max life, sidewalk deterioration curves, burden rates, and minimum percentage for gaps to be filled.

• Present condition ranking – detailed condition data including Good/Fair/Poor, distress types, RSL, material, reviews of each ramp and ranking of the ramps.

• Fix all deficiency costs –identifies the upper limit of spending by rehabilitating all ramps and sidewalks to meet ADA compliance requirements, assuming unlimited funding.

• Replacement program & funding levels –funding necessary to replace / repair sidewalks and ramps over a period of time.

• Draft 5-year rehabilitation and prioritized sidewalk/ramp plans – based on condition, available budget, and level of service constraints; a minimum of three budget runs will be completed.

• Final prioritized plan – incorporates feedback from stakeholder departments, complete with budget and level of service constraints.

Asset Management Software Integration

Data collected during this process will be populated in a geodatabase that will be compatible both with the City's GIS and Cityworks, per the requirements set forth in Attachment 3 of the City's solicitation. All of IMS' deliverables are associated with either sidewalks (i.e., lines in GIS) or ramps (i.e., points in GIS). Establishing a Master Asset List (MAL) compatible with the City's Cityworks implementation is critical to ensure the success of the project. If the City has not formally defined a MAL for this project, the IMS team will work collaboratively with the City to establish this prior to field data acquisition.

Proposed Data Submittal Outline/GIS Data Format

The collected sidewalk condition data will be analyzed by the IMS team using our Easy Sidewalk Analysis (ESA) spreadsheet-based sidewalk management tool. The results of the analysis will be detailed in a report, which will summarize sidewalk deficiencies and repair costs in order of repair priority. The report will contain charts, graphs, and tables to present the condition assessment data. Sidewalk deficiencies and repair costs will be provided in a geodatabase formatted for integration into the City's GIS and asset management system.

The collected curb ramp condition data will also be analyzed by the IMS team using ESA, and the results will include the same data required and provided for the sidewalk report and additionally shall include all data required related to the status of each curb ramp in meeting current ADA standards. The data collected shall be interpreted in report format with appropriate charts, graphs, tables to present the condition assessment data. Curb ramp deficiencies and repair costs will also be provided in a geodatabase formatted for integration into the City's GIS and asset management system.

Required Components to be included in Work

1. Project Initiation/Kick-off – Consultant shall meet with City Staff and review existing limited data provided by the City, review GIS standards and integration with the City GIS software and asset management system (Cityworks). The consultant shall discuss and review current City maintenance program and practices, to assist in determining data collection needs and format.
2. Consultant shall provide a revised Data Submittal Outline/GIS Data Format/Quality Standards based on discussions during the Initiation/Kick-off meeting.
3. Review Existing GIS Mapping –Consultant shall work with the City staff to ensure sidewalk and curb ramp data can be integrated with the City's GIS system and future asset management software (Cityworks).
4. Network Referencing – The consultant shall develop survey route maps to meet the data collection needs of the City.
5. Sidewalk Condition Data Collection – Consultant shall utilize a data collection platform to that meets the minimum requirements of the City.
    a. 3-Dimensional surface imaging technology (not line scan).
    b. High-precision GPS enabled system for geo-locating
    c. Imaging of all noted sidewalk deficiencies and curb ramps
    d. All systems and data streams should be geotagged and time synchronized with an approved interval.

e. Notes of deficiency, such as uplift, surface deterioration, bump, depression, distortions and cracking shall be collected and rated on an approved sidewalk condition index based on a 0-100 scale. Cause of deficiency (example: tree root), if known, shall be noted. Consultant shall assist the city in determining and selecting these criteria.

f. All survey work shall be performed on dry sidewalk and in lighting conditions that assure usable data.

6. Data Processing and QA/QC – The consultant shall perform data reduction, analysis, and QA/QC of collected data. The consultant shall submit a Quality Management Plan (QMP) for approval prior to the start of work. The consultant shall re-survey at a minimum 10% of the sidewalk and curb ramp to perform quality checks against the recent inspection data. No more than 15% of the resurveyed segments shall have a difference in SCI of more than 15 points.

7. Data Formatting and Loading – The consultant shall create and format all data files to be loaded into any existing or proposed database (GIS, and Maintenance Management System) and upload data to it. City shall review submitted data to ensure quality in formatting and usability. Consultant shall be required to reformat, re-assess, and/or resubmit data that does not meet quality standards established in item 2 above.

8. Sidewalk Maintenance Recommendations - The consultant shall provide documentation and review maintenance and repair strategies with the City. This should include the recommendation and selection of appropriate treatments such as replacement, edge grind and other methods. Unit costs (dollar/square ft.) from most recent sidewalk and curb ramp projects will be made available to the consultant. The consultant shall use the Sidewalk Condition Index (SCI) (0-100 scale) to provide recommended sidewalk maintenance treatment for each segment with estimated cost for repair, also based on other factors such as route to school, and/or adjacency. The maintenance and repair data should also be provided as a GIS layer and in tabular format. The consultant shall assist the City in reviewing, creating, and reporting a prioritization system for this multi-year rehabilitation program.

9. Asset Management Software Integration - All results from the consultant shall be provided for integration into the City's GIS and asset management system, using the data format outlined in Attachment 3. All collected data shall be formatted and ready for the City to import into City systems.

Deliverables

The following are the required deliverables of the project.

1. Consultant shall provide a written electronic report of the Sidewalk deficiencies and repair costs in order of repair priority. This shall include all components and data outlined in the scope of services. The data collected shall be interpreted in report format with appropriate charts, graphs, tables to present the condition assessment data. The consultant shall factor in a minimum of 3 rounds of revisions for the draft reports.

2. Consultant shall provide all data collected on sidewalk deficiencies and repair costs in required format for integration into the City's GIS and asset management system. This shall include all data outlined in the scope of services.

3. Consultant shall provide a written electronic report related to all curb ramps within the City. This report shall include all the same data required and provided for the sidewalk report and additionally shall include all data required related to the status of each curb in meeting current ADA standards. The data collected shall be interpreted in report format with appropriate charts, graphs, tables to present the

condition assessment data. The consultant shall factor in a minimum of 3 rounds of revisions for the draft reports.

4. Consultant shall provide all data collected related to all curb ramps within the City for integration into the City's GIS and asset management system. This shall include all data outlined in the scope of services.

EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Cost to provide all assessment and deliverables associated with sidewalk assessment, analysis, and report. Fee is per sidewalk mile assessed. $405.00/sidewalk mile

Cost to provide all assessment and deliverables associated with curb ramp assessment, analysis and reporting. Fee is per curb ramp assessed. $48.00/curb ramp

Estimated Sidewalks Miles 190 x $405 = $76,950
Estimated Curb Ramps 1250 x $48 = 60,000
Contingency = $20,000

Total Contract Amount = $156,950

EXHIBIT C
SCHEDULE OF PERFORMANCE

Completion of all project components by the end of the contract term.

RESOLUTION NO. 23-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING AN AMENDMENT TO THE CITY'S FISCAL YEAR 2023-2024 BUDGET IN THE PUBLIC FACILITIES NON AB1600 (FUND NO. 346) TO APPROPRIATE $156,950

WHEREAS, the City of Morgan Hill, a municipal corporation and general law city duly organized and existing under and pursuant to the Constitution and laws of the State of California ("City"), is authorized to enter into contracts and agreements for the benefit of the City; and

WHEREAS, the reasons supporting this Resolution are set forth in detail in that certain City Council Staff Report entitled "Approve Consultant Agreement with IMS Infrastructure Management Services LP for Sidewalk Assessment" submitted for City Council consideration at its meeting of November 1, 2023, submitted to the City Council by the City Manager (the "Staff Report"), the contents of which Staff Report are incorporated herein by this reference; and

WHEREAS, recommended amendments are needed and proposed to the City's previously adopted Annual Budget for Fiscal Year 2023-2024 as set forth on Exhibit A to this Resolution, to appropriate the requisite funds to implement the actions authorized by this Resolution; and

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

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

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

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

Section 2. Approval and Authorization. The City Council does further resolve, order and/or direct as follows:

a. That the City's previously adopted Fiscal Year 2023-2024 Budget, as the same has been amended to date, is hereby further amended in accordance with and as reflected on Exhibit A attached hereto and incorporated herein by this reference; and

b. That the City Clerk is hereby authorized and directed to forward a copy of this Resolution to the City's Finance Director, who is hereby authorized and directed to take all actions necessary to implement the terms of this Resolution pertaining to the Fiscal Year 2023-2024 Budget of City.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Morgan Hill at its meeting held on this 15th day of November 2023 by the following vote:

AYES:	**COUNCIL MEMBERS:**	**None**
NOES:	**COUNCIL MEMBERS:**	**None**
ABSTAIN:	**COUNCIL MEMBERS:**	**None**
ABSENT:	**COUNCIL MEMBERS:**	**None**

APPROVED: **ATTEST:**

_____ _____

MARK TURNER, 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. 23-xxx adopted by the City Council at the meeting held on the 15th day of November 2023.

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

DATE: _____ _____

MICHELLE BIGELOW, City Clerk

EXHIBIT A

AGENDA BUDGET SCORECARD
FISCAL YEAR 2023-2024
ADJUSTMENT # 016

FUND:	346	Public Facilities (Non AB1600)
FUNTION:	40	Public Services
DEPARTMENT:	40	Public Services
DIVISION:	8049	Public Facility
OBJECT:	42231	Contract Services

AGENDA DATE: 11/15/23
AGENDA ITEM TITLE: Sidewalk assessment

	07/01/23 UN-AUDITED BEGINNING FUND BALANCE	ESTIMATED REVENUES	AMENDED APPROPRI-ATIONS	06/30/24 PROJECTED ENDING FUND BALANCE
ORIGINAL BUDGET	2,970,080	822,102	1,321,382	2,470,800
CUMULATIVE REVISIONS PRIOR TO RECOMMENDED ACTION	-	-	-	-
RECOMMENDED ACTION		**144,565**	**156,950**	**(12,385)**
RESULT OF RECOMMENDED ACTION	2,970,080	966,667	1,478,332	2,458,415

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Michael Horta, Human Resources Director
APPROVED BY: City Manager

APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH MORGAN HILL POLICE OFFICERS' ASSOCIATION (POA), MOU WITH COMMUNITY SERVICE OFFICERS' ASSOCIATION (CSOA) AND MOU WITH THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) AND CORRESPONDING SALARY SCHEDULES; AND APPROVE MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES RESOLUTION, ELECTED OFFICIALS AND COUNCIL APPOINTED AND PART-TIME TEMPORARY AND SEASONAL EMPLOYEES SALARY SCHEDULES

RECOMMENDATION(S)

1. Approve a Memorandum of Understanding (MOU) with POA effective December 24, 2023 - December 31, 2025 and corresponding salary schedules;
2. Approve a MOU with CSOA effective December 24, 2023 - December 31, 2025 and corresponding salary schedules;
3. Approve a MOU with AFSCME effective December 24, 2023 - December 31, 2025 and corresponding salary schedules pending ratification;
4. Approve the Management, Professional, and Confidential Employees Resolution effective December 24, 2023 and corresponding salary schedules;
5. Approve the Part-Time Temporary and Seasonal Employees salary schedule effective December 24, 2023;
6. Approve the Elected Officials and Council Appointed salary schedules; and
7. Receive update regarding the salaries of the Elected Officials and potential future amendment of Sections 2.04.020 Salary of Council Members and 2.04.030 Salary of the Mayor of the Chapter 2.04 City Council of the Municipal Code of the City of Morgan Hill.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Maintaining and Enhancing Infrastructure
Fostering a Positive Organizational Culture
Preserving and Cultivating Public Trust

2022-2023 Strategic Priorities

Fiscal Sustainability

REPORT NARRATIVE:
The City's negotiating team and the POA and CSOA bargaining units have respectively reached agreements related to Memorandums of Understanding (MOUs) for an additional two-year contract period. The new terms for the MOUs are December 24, 2023 through December 31, 2025.

The POA agreement was ratified by POA members on November 5, 2023 and the CSOA agreement was ratified by CSOA members on November 10, 2023. The AFSCME agreement is scheduled for a vote by AFSCME members on November 14, 2023. Subsequent to the meeting, prior to the City Council meeting on November 15, 2023, a supplement to this staff report will be provided with the outcome of this vote along with a copy of the agreement language if ratified. All the agreements fall within the negotiating economic parameters given by the City Council. These parameters were based on the "Employee Compensation Guiding Principles" that were adopted by the City Council on May 17, 2017, which included seven guiding principles, including: (1) recruitment and retention, (2) fiscal sustainability, (3) compensation structure, (4) market-based compensation, (5) internal equity, (6) transparency and accountability, and (7) legal compliance.

The total compensation package offered to the bargaining unit members is competitive with that of our twelve local comparator government employers in this region and provides incentive for employees to continue employment with the City of Morgan Hill. The compensation and benefits provided to our employees allow the City to continue to recruit and retain a quality workforce.

All provisions included in the POA and CSOA MOUs, which affect wages, shall be implemented December 24, 2023.

POA
A summary of the major components of the recommended POA MOU is provided below.

- **Base Salary Increases for Sworn Personnel (Police Officer, Police Corporal, Police Sergeant) and Non-Sworn Personnel (Multi-Service Officer)**

5.00% effective December 24, 2023
5.00% effective December 22, 2024

- **Specialized Pay Assignments:** Increase pay by 4% effective December 24, 2023 and increase pay by 4% effective December 22, 2024 (per pay period):

	2024	**2025**
Police Officer	$281.22	$292.47
Police Corporal	$309.34	$321.71

Police Sergeant $337.46 $350.96

- **FTO Pay:** Increase to $5.00 per hour.
-
- **Bilingual Pay:** Increase to $300.00 per month.
-
- **Health:** The City will contribute (monthly) to the City's health plans up to the following monthly amounts:

	2024	**2025**
Employee + Family	$2,661.51	$2,794.58
Employee + 1	$2,127.42	$2,233.79
Employee Only	$1,062.60	$1,115.73
Health-In- Lieu (waive)	$610	$610

- **Night Differential:** $150 a month for employees working 7 p.m. to 7 a.m.

CSOA

A summary of the major components of the recommended CSOA MOU is provided below.

- **Base Salary Increases**

4.00% effective December 24, 2023
4.00% effective December 22, 2024

- **Bilingual Pay:** Increase to $500.00 per month.

- **Health:** The City will contribute (monthly) to the City's health plans up to the following monthly amounts:

	2024	**2025**
Employee + Family	$2,593.49	$2,723.16
Employee + 1	$2,089.51	$2,193.99
Employee Only	$983.43	$1,032.62
Health-In- Lieu (waive)	$715	$715

- **Deferred Compensation Program:** City shall contribute two percent (2%) of an

employee's base salary to a 457 Deferred Compensation plan per pay period.

Management, Professional, and Confidential Employees Resolution and Corresponding Salary Schedules

Annually, the City Council considers revisions to the City's existing Management, Professional, and Confidential Employees Resolution based on a recommendation from the City Manager. All provisions included in this Resolution which affect wages and benefits are recommended to be implemented beginning December 24, 2023. A summary of the components of the recommended Resolution is provided below:

- **Salary:** Employees covered by the Resolution are recommended to receive a 5% salary increase effective December 24, 2023 and 5% effective December 22, 2024.

- **Deferred Compensation Program:** City shall continue to contribute two percent (2%) of an employee's base salary to a 457 Deferred Compensation plan per pay period at the time of hire. Additionally, the City will now also contribute one percent (1%) after 5 years of service and an additional one percent (1%) after 10 years of service.

- **Health Benefit:** The City will contribute to the City's medical and dental plans as follows:

	2024	**2025**
Employee + Family	$2,574.54	$2,703.27
Employee + 1	$1,964.63	$2,062.86
Employee Only	$982.32	$1,031.44
Health / Dental In-Lieu (waive)	$610	$610

To align the compensation for the Executive Management team with other agencies for employee retention purposes, the Management Resolution includes an additional one-time 3% adjustment for the Group 1-A: Executive Management positions.

The Management Resolution has updated salary bands for three positions within the Public Services Department, the Recreation Manager, Maintenance Manager, and Public Services Administrative Manager. Over the last five years all three positions, have seen increasing levels of responsibility and breadth in oversight as a result of a push towards recovering and containing costs related to the Public Service functions associated with Recreation and Maintenance. The oversight responsibility for the positions has also increased with the management of significant grant funded projects,

increases in the amount and variety of infrastructure maintained and operated by the City, and increased complexity in work resulting from ever increasing State requirements.

Part-Time Temporary and Seasonal Employees Salary Schedule

The Part-Time Temporary and Seasonal Salary Schedule has been updated to align with the increased minimum wage of $16.00 per hour which takes effect January 1, 2024. Some positions show more significant increases in the pay scale than others to account for compaction issues related to the hierarchy of positions in a series. The new salary schedule is designed to support recruitment and retention of part-time teammates in the Recreation Division, within the existing budget.

New position classifications have been identified to support various departments with specific functions; Administrative Specialist, Environmental Services Specialist, Facilities Maintenance Assistant, and GIS Analyst more specifically. Hourly rates for other part-time positions have also been updated.

Elected Officials and Council Appointed Salary Schedules

Under the California Public Employees' Retirement System (CalPERS) regulations, the City Council is required to adopt salary schedules for all identified employee positions, including Mayor, City Council, Treasurer, City Manager, and City Attorney. Attached are the Appointed and Elected Officials Salary Schedules which include a merit increase, as well as CPI increases effective July 1, 2021, July 1, 2022 and July 1, 2023 that were included in both the City Manager and City Attorney employment agreements.

Adjustment to the Salaries of the Elected Officials

On June 29, 2023, Governor Gavin Newsom signed Senate Bill 329 (SB329) into law, which amends Section 36516 of the Government Code, allowing for the first city council member pay cap increases in nearly four decades. SB 329 increases the maximum amounts of salary that can be approved by city ordinance, based on the population of the city. For cities with populations over 35,000 up to and including 50,000, the salary limit for councilmembers is $1,275 per month. The salary limit may be increased from the 2024 cap in an amount not exceeding the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary or an amount equal to inflation since January 1, 2024, based on the California Consumer Price Index (not to exceed 10% per calendar year).

While SB 329 goes into effect on January 1, 2024, it is important to note that pursuant to Government Code section 36516.5, any council salary increase may take effect only when at least one member of the council commences a new term.

Staff will be bringing an ordinance for adoption on December 6, 2023 and recommending adoption of City Council salaries at the new 2024 limit effective after the 2024 election, to be implemented as per the requirements above. SB329 does not set a maximum salary for the mayor or treasurer. Staff will be proposing that they receive a salary increase at the same percentage as the City Council.

COMMUNITY ENGAGEMENT:
Inform
The Human Resources Team will post the approved POA, CSOA and AFSCME MOUs and corresponding salary schedules, Management, Professional, and Confidential Employees Resolution and corresponding salary schedules, and the Part-Time Temporary and Seasonal Employees and Elected Official and Council Appointed salary schedules on the Human Resources website page as is the City's practice for all labor agreements and salary information.

ALTERNATIVE ACTIONS:
Negotiations with represented bargaining units were conducted within the parameters set by the City Council. Council could choose to provide alternative direction related to the Management, Professional, and Confidential Employees Resolution. Council could modify the proposed Part-Time Temporary and Seasonal Employees Salary Schedule, provided all positions are paid at least the minimum wage.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On November 17, 2021, the City Council approved a two-year POA MOU from December 26, 2021 – December 31, 2023, and corresponding salary schedules.
On November 17, 2021, the City Council approved a two-year AFSCME MOU from December 26, 2021 – December 31, 2023, and corresponding salary schedules.
On December 15, 2021, the City Council approved a two-year CSOA MOU from December 26, 2021 – December 31, 2023, and corresponding salary schedules.
On November 17, 2021, the City Council approved the Management, Professional, and Confidential Employees Resolution and corresponding salary schedules.
On March 2, 2022, the City Council approved the Management, Professional, and Confidential Employees Resolution and corresponding salary schedules.
On December 7, 2022, the City Council approved the Part-Time Temporary and Seasonal Employees salary schedule.

FISCAL AND RESOURCE IMPACT:
The fiscal impact of the MOUs, the Management Resolution, Part-Time Temporary and Seasonal Employees and Elected Official and Council Appointed salary schedules is within the City Council's approved parameters. For the current fiscal year (2023-24), staff anticipate savings from vacancies will sufficiently cover the net cost. Therefore, no budgetary appropriations are needed. The cost for future years will be built into the upcoming budget. For Fiscal Year (FY) 2024-25, the additional increase to the forecast is approximately $1.0 million to the General Fund and $0.7 million to other funds. For Fiscal Year (FY) 2025-26, the additional increase to the forecast is approximately $1.2 million to the General Fund and $0.9 million to other funds.

Part-Time Temporary and Seasonal Employees Salary Schedule – There is no fiscal impact to increase the minimum part-time temporary and seasonal employees' salaries from the current California minimum wage rate of $15.00 per hour to the California new minimum wage requirement of $16.00 per hour effective January 1, 2024. The fiscal impact to increase salary ranges was known and included in the adopted budget. Future

salary increases would have a fiscal impact as select positions' salary increases fall within the new ranges.

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.

MEMORANDUM OF UNDERSTANDING

CITY OF MORGAN HILL

Morgan Hill Police Officers' Association

December 24~~26~~, 2023~~1~~ – December 31, 2025~~3~~

POA
MEMORANDUM OF UNDERSTANDING
December 2426, 20231 – December 31, 20253

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This Memorandum of Understanding ("MOU") has been executed by representatives of the MORGAN HILL CITY COUNCIL ("City") and representatives of the MORGAN HILL POLICE OFFICERS' ASSOCIATION ("Association"). City and Association may be referred to collectively as "Parties" and individually as a "Party."

Article I. TERM

Section 1.01 The term of this MOU shall commence December 2~~4~~6, 2023~~1~~1 and end December 31, 2025~~3~~3.

Article II. REPRESENTATION

Section 2.01 Association is a recognized employee organization within the meaning of City's Employer-Employee Relations Resolution No. 4955.

Section 2.02 Association represents all employees in the Police Unit which consists of City classifications of Multi Service Officer, Police Officer, Police Corporal, and Police Sergeant.

Section 2.03 A Police Officer Trainee is a person being considered for hiring as a Police Officer with City. Police Officer Trainees are not classified City employees, not covered by this MOU and are not represented by Association. A Police Officer Trainee signs a separate contract to attend a P.O.S.T. Certified Academy ("Academy"). Upon successful completion of the Academy, the Police Officer Trainee is hired as a Police Officer and begins to receive a regular salary and benefits pursuant to this MOU.

Section 2.04 All employees within the bargaining unit represented by the Association may voluntarily join the Association and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (hereinafter "payroll deductions") as determined by the Association. It shall be the responsibility of the Association to maintain a record of employees who have given their written consent to join and pay dues to the Association. The Association shall certify to the City the identity of such members and the amount of such payroll deductions to be deducted.

Section 2.05 **New Employee Orientation**

Section 2.06 The City shall provide the Association with reasonable advance notice of the start date of any new hire to a represented classification. The City shall provide the Association with an exclusive 30- minute meeting with any new employee or group of employees covered by this MOU, during the employee orientation (i.e., the first two (2) days of employment). The specific date, time, and location of the 30- minute union meeting with new employees will be coordinated by the Chief of Police and the President of the Association.

Section 2.07 **Payroll Deductions/Authorizations**

Section 2.08 The City agrees to deduct the periodic payroll deductions from the paycheck of each employee who voluntarily executes a valid authorization form as certified by the Association, or pursuant to an authorization form tendered to the City by either the Association or the employee. All sums deducted by the City shall be remitted to the Association in an expedient manner and at the intervals requested by the Association (i.e., no more than seven (7) calendar days after the deduction), together with a list of names of each employee for whom a deduction was made.

Section 2.09 If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the City shall direct the employee member to the Association. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Association directly to the City and is subject to the terms and conditions as set forth in the original payroll deduction/authorization.

Section 2.10 Notification will be provided to the City's Payroll Division. Change, cancellation or deduction requests received by the City prior to the 15th of the month will be processed the first full pay period of the following month. Change, cancellation and deduction requests received by the City on or after the 15th of the month will be processed the second full pay period of the following month.

Section 2.11 The Association shall indemnify and hold the City and its agents and employees harmless from any cost, expense, fee or liability resulting from any claims, demands, lawsuits, or any other action arising from the operation of this Section 2.02.

Section 2.12 **Meet & Confer Process**
Section 2.13 Association is the only employee organization which is entitled to meet and confer with City on behalf of employees.

Section 2.14 **Association Meetings**

Employees shall be allowed to attend one (1) Association meeting per month on-duty for not longer than one-and-a-half (1.5) hours, subject to call out. The Association meeting must be for the purpose of Association business and is not a social event. If on-duty Unit Members could be affected by any Association meetings, Association must give three (3) days notice to the Police Chief ("Chief") or his/her designate.

Section 2.15 Association's Elected and Appointed Officers ("Association Officers") and employees may be granted limited privileges to utilize City owned equipment as follows:

(a) Association Officers may utilize the Police Department ("Department") email system to post official notices to its membership or conduct necessary official business that cannot be conveniently conducted in another fashion. Likewise, employees may utilize this system to reply to notices or other necessary Association business.

(b) Association Officers or their designates may utilize City's telephones within the Police Station or their department issued cell phone to conduct official Association business for local calls only. All long distance or message calls must be made collect with the use of a private phone credit card.

(c) Association Officers or their designates may utilize City's copy machines within the Police Station to reproduce notices to its membership, other official correspondence using Association stationary, and copies of the MOU for distribution to its membership. Reproducing multiple copies of large documents or large quantities (more than twenty-five (25) copies) of short documents may only be allowed with permission of the Chief.

(d) Official business shall be defined as notifying employees of meetings, Association activities, or other official communications, such as preparing election ballots, correspondence, etc. Not included in official business are items such as actually voting on Association issues, lobbying or campaigning with respect to Association issues, expressing personal or political views, making statements which are injurious to individuals or the Department, or other similar transmissions.

(e) The Chief or his/her designate shall monitor these privileges during the term of this MOU. Should the Chief or his/her designate detect an abuse of these privilege(s), he/she shall notify the Association Officers and allow Association to be heard. If additional abuses are detected after having placed Association on notice, the Chief may unconditionally revoke any or all of these privileges.

Section 2.16 A maximum of four (4) Association Officers shall be allowed to utilize a cumulative total of forty (40) hours per year of release time for Association business and attendance of Association related functions including, but not limited, to meetings, seminars, and schools. Release time shall be granted subject to minimum staffing requirements of the Police Department ("Department") and is subject to Chief and/or City's City Manager ("City Manager") approval.

Section 2.17 Representatives of City and Association have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and Resolution No. 4955, for the purpose of reaching agreement concerning all matters within the scope of representation for employees during the term of this MOU.

Section 2.18 An agreement has been reached.

Section 2.19 This MOU sets forth the full and entire understanding of the Parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the Parties, whether formal or informal, regarding any such matters, are hereby superseded or terminated in their entirety.

Section 2.20 It is agreed and understood that each Party hereto voluntarily and unqualifiedly waives its right to negotiate and agrees that the other Party shall not be required to negotiate with respect to any matter covered herein during the term of this MOU Nothing in this paragraph shall preclude the Parties from jointly agreeing to meet and confer on any issue(s) within the scope of representation during the term of this MOU.

Section 2.21 No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall, in any manner, be binding upon the Parties hereto unless made and executed in writing by all Parties hereto and, if required, approved and implemented by City and Association.

Article III. MANAGEMENT RIGHTS

Section 3.01 The rights of City, as exercised by the City Council and the City Administration, include, but are not limited to,: 1) the exclusive right to determine the mission of its constituent departments, commissions and boards, 2) the right to set standards of service and determine the procedures andstandards of selection for employment, 3) the right to direct its employees, 4) the right to take disciplinary action, 5) the right to relieve its employees from duty because of lack of work or other legitimate reasons,
6) the right to maintain the efficiency of governmental operations, 7) the right to determine the methods,

means, and personnel by which government operations are to be conducted, 8) the right to determine the content of job classifications, 9) the right to require that employees work overtime, and 10) the right to and exercise complete control and discretion over its organization and the technology of performing its work. These rights are absolute, except that any agreement between City and Association evidenced by a MOU under Government Code § 3500 et. seq. shall take precedence over any of the above enumerated management rights and such MOU will be honored in good faith during the life of this MOU, subject to City's right to determine when an emergency exists and to take all necessary action to carry out its mission in emergencies.

Section 3.02 Nothing in this Article III shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in City by any law regulating, authorizing, or empowering City to act or refrain from acting.

Article IV. DEFINITIONS

Section 4.01 The terms "Salaries", "Wages" or "Salary and Wages" shall mean the gross monthly base pay prior to any deductions.

Section 4.02 The term "Personnel Rules" as used in this MOU means those regulations titled "City of Morgan Hill Personnel Rules and Regulations" enacted by Resolution No. 1485 and thereafter and hereafter amended.

Section 4.03 **Personnel Rules**

Section 4.04 The Personnel Rules are incorporated by reference as though fully and completely set forth in this MOU.

Section 4.05 It is understood that, during the term of this MOU, City will be reviewing and updating, where needed, the Personnel Rules. City shall meet and confer with Association on revisions that are withinthe scope of representation.

Section 4.06 **Interpretation**

Section 4.07 In the event a conflict in interpretation between the Personnel Rules, as included by reference, and similar sections contained in this MOU, the language in the MOU will be used for interpretation.

Article V. SALARY, WAGES & PAID BENEFITS

Section 5.01 **Salaries**

Section 5.02 The salaries and wages paid by City to employees will be in accordance with the job classifications they hold with pay rates to be amended as follows according to City's adopted salary range schedule. The adopted Salary Schedule, as may be amended from time to time, is attached hereto as Appendix A and is incorporated herein by this reference.

Section 5.03 Sworn Classifications (Police Officer, Police Corporal, and Police Sergeant) and Non-Sworn Classifications (Multi Service Officer): Effective ~~the~~ pay period ~~including~~ December 2~~4~~6, 202~~3~~1, the employee's base salary shall be increased ~~four~~ five percent (5~~4~~.0%). Effective the pay period ~~including January 1~~December 22, 202~~4~~3, the employee's base salary shall be increased by ~~four~~ five percent (4~~5~~.0%).

Section 5.04 **Specialized Pay Assignments**

Section 5.05 Employees may be assigned to special assignment work which entitles the employee to specialty pay, as outlined below (a ~~"~~"Specialized Pay Assignment~~"~~").

Section 5.06 The Specialized Pay Assignments are Canine (any rank), School Resource Officer, Special Weapons and Tactics (~~"~~"SWAT~~"~~") (any rank), Hostage Negotiation team, Crime Scene Investigation Team, Regional Auto Theft Task Force (Officer/Corporal), Regional Enforcement Allied Computer Task Force (any rank), Detective (Sergeant/Corporal/Officer) and Traffic (Corporal/Officer). These collateral duties are at-will and at the discretion of the Chief of Police. The pay received by these employees when they are assigned to a Specialized Pay Assignment ("Specialty Pay") shall be increased per pay period by 4% effective December 2~~46~~, 2023~~1~~ and increased per pay period by 4% effective the pay period including ~~January 1, 2022~~December 22, 2024. Specialized Pay Assignments shall be paid according to the following:

	~~2022~~	~~2023~~
~~Police Officer~~	~~$260 per pay period~~	~~$270.40 per pay period~~
~~Police Corporal~~	~~$286 per pay period~~	~~$297.44 per pay period~~
~~Police Sergeant~~	~~$312 per pay period~~	~~$324.48 per pay period~~

	2024	2025
Police Officer	$281.22 per pay period	$292.47 per pay period
Police Corporal	$309.34 per pay period	$321.71 per pay period
Police Sergeant	$337.46 per pay period	$350.96 per pay period

Section 5.07 Employees in the Detective, Canine, Special Weapons and Tactics (~~"~~"SWAT~~"~~"), Hostage Negotiation Team, Crime Scene Investigation Team, Task Force, and Traffic motor Specialized Pay Assignments will ~~be~~be for the special assignment and knowledge associated to their assignment. Due to the expertise, these employees are expected to respond to incidents as deemed by the supervisor outside of their normal working hours. If an employee has two unexcused missed call outs within a calendar year the employee is subject to removal from the specialized assignment. ~~required to be on call for on a rotational basis.~~

Section 5.08 Employees in the Detective, Canine, and Task Force Specialized Pay Assignments will be given a Department issued vehicle and associated equipment and are required to keep the vehicle and associated equipment immediately available and either keep Morgan Hill Dispatch advised of their location or maintain call-back availability by carrying their Department issued cell phone.

Section 5.09 Traffic Officers and Corporals are assigned to use Department-issued motorcycles for traffic enforcement. Traffic Officers and Corporals will not receive Specialty Pay until successful completion of Motor Officer School.

Section 5.10 Canine Officer(s) (any rank) are only eligible for Specialty Pay during periods when assigned an animal as part of their duties.

Section 5.11 The Canine Officer (any rank) shall be authorized to receive three-and-one-half (3.5) hours weekly on at the Overtime Pay rate for animal care (~~"~~"Canine Care Pay~~"~~"). No additional time shall be worked without the express approval of the Canine Sergeant. Canine Officer(s) are only eligible for animal care pay during periods when assigned an animal as part of their duties.

Section 5.12 With the exception of the Canine Care Pay as specified above, employees who are assigned to these Specialized Assignments will not be entitled to any type of additional pay for the performance of these Specialized Assignments.

Section 5.13 **Out of Class**

Section 5.14 A supervisor may assign in writing an employee to work "Out of Class" in a higher classification and receive "Out of Class Pay" if (a) the employee will assume the full range of duties of the

higher classification, (b) the assignment is for a limited duration, (c) the assignment will not and does not exceed 960 hours in a fiscal year and (d) is to a position in a higher class that is vacant during recruitment for a permanent employee (i.e. does not include a vacancy due to an employee on leave). Out of Class Pay shall be at the pay step in the higher class closest to but no less than 5.0% higher than the employee's base pay and is intended to be PERSable compensation under Government Code section 20480. To qualify as Out of Class Pay rather than Higher Class Assignment Pay (see next paragraph), the assignment must be approved by the Police Chief's designee and the Human Resources Division.

Section 5.15 **Higher Class Assignment Pay**

Section 5.16 A supervisor may also assign in writing an employee to work in a higher class and receive "Higher Class Assignment Pay" if the employee will assume the full range of duties of the higher classification and does not qualify for Out of Class Pay. Higher Class Assignment Pay shall also be at the pay step in the higher class closest to but no less than 5.0% higher than the employee's base pay but is not PERSable compensation under Government Code section 20480.

Section 5.17 **Holiday Pay**

Section 5.18 Holiday Pay for entitled employees shall be six and a half percent (6.5%) of the employee's base salary. If the City Council declares an additional holiday for City employees during this MOU, an additional one-half percent (.5%) Holiday Pay will be granted to employees.

Section 5.19 **Other Pay**

Section 5.20 **Callback Pay**

Section 5.21 "Callback Pay" is any assignment worked which is not contiguous with an employee's regular shift. Callback Pay is paid at a two (2) hour minimum at the employee's Overtime Pay hourly rate. When overtime worked is contiguous to a regular shift, either preceding or afterwards, it is a "ShiftExtension" and shall be compensated at the normal Overtime Pay rate for completed fifteen (15) minute increments worked.

Section 5.22 **Shift Supervisor Pay**

Section 5.23 Effective December 30, 2018, the City shall pay an additional two dollars and fifty cents ($2.50) per hour for Police Officers temporarily assigned to work as Shift Supervisors.

Section 5.24 ~~**5.18**~~ **FTO Pay**

Section 5.25 Effective December 24~~30~~, 2023~~18~~, Police Officers serving as Field Training Officers shall receive additional compensation of five~~two~~ dollars ~~and fifty cents~~ ($52~~.00~~.00~~50~~) per hour for time spent training newly hired Police Officers.

Section 5.26 **Bilingual Pay**

Section 5.27 Employees identified by the Chief to use Spanish in the course of performing their work duties and who have successfully completed the certification process, as outlined below, shall receive the following compensation:

(a) Employees hired prior to June 30, 2013 shall receive five percent (5%) of the employee's base salary. On July 1, 2013, that amount will be calculated and converted to a fixed amount. Should there be subsequent adjustments to base salaries, the amount determined on July 1, 2013 shall remain fixed in perpetuity. ~~For employees hired on, or after July 1, 2013,~~Effective December 24, 2023 employees shall receive a monthly stipend of three~~one~~ hundred dollars ($3~~1~~00.00).

(b) The certification process shall be completed by a provider contracted by Human Resources or three

(3) person panel established by Human Resources to determine conversational competence. Employees shall be subject to recertification effective on or after December 24, 2023 and every two (2) years, unless the certification is waived by City.

(c) An eligible employee may request to be tested for bilingual certification at any time.

Section 5.28 **Court Pay**

Section 5.29 "Court Pay" is any court assignment worked which is not contiguous with a regular shift. Court Pay is paid at a four (4) hour minimum at the employee's Overtime Pay hourly rate.

(a) The minimum an employee can receive for a court appearance cannot cause the employee to receive a rate of pay which overlaps into their regular shift. The time between the start of the court appearance and the start of the scheduled shift shall be paid as governed under the Department's Policy Manual Section 1038, which is hereby incorporated by this reference and the employee will be required to report to work. The same overlap rule applies for a court appearance which begins within thirty (30) minutes of the end of a regular shift.

(b) Employees shall be compensated for travel time. "Travel Time" is any time in excess of the time the employee spends going to and from a court appearance. If the sum of the Travel Time and the court appearance does not exceed the four (4) hour minimum paid for court appearances or if the time overlaps into the employee's regular shift, no additional Overtime Pay will be paid. Normal commute is defined as the time necessary for an employee to travel from their residence to the Police Station based on the distance and prevailing commuter speeds and congestion.

(c) Employees are not required to drive a City vehicle to court but may be provided a City vehicle for out-of-County travel, if available. Employees will be reimbursed at the current IRS rate for use of their personal vehicle when making in-County or out-of-County court appearances.

(d) Except as provided herein, employees receiving Court Pay shall not receive reimbursement for meals nor overtime pay for court meal recesses. Employees held over through a court lunch recess, but then released from court immediately following the recess, shall receive Overtime Pay for the lunch recess not to exceed one (1) hour.

(e) Only one (1) four (4) hour minimum compensation for an off-duty court appearance will be paid per day. If additional off duty court appearances are required beyond the time covered by the four (4) hour minimum, the employee shall be paid at the Overtime Pay rate for actual hours worked as

governed by Policy Manual Section 1038.

Section 5.30 **Court Stand By Pay**

Section 5.33 "Court Stand By" is defined as time in which the off-duty activity of an employee is restricted due to the inevitability of said employee having to respond to court within the succeeding twenty-four (24) hours

(a) In the event that employees are assigned by the Chief or his/her designate to remain on call for the purposes of Court Stand By, the employee shall receive one quarter (1/4) straight time pay for every hour on standby with a two (2) hour minimum and an eight (8) hour maximum per court day.

(b) The Chief or his/her designate shall be responsible for informing appropriate court officials of the above stated Court Stand By procedure and any conflicts resulting from the procedure.

Section 5.32 **Rest Period Between Shifts**

Section 5.33 Employees who are assigned to and actually work more than four (4) hours between two (2) regularly scheduled twelve (12) hour patrol shifts shall be entitled to an eight (8) hour rest period between said shifts. The eight (8) hour rest period may not necessarily consist of eight (8) consecutive hours, depending upon the circumstances. If any portion of the eight (8) hour rest period occurs during the employee's regularly scheduled twelve (12) hour shift, the employee shall receive normal compensation for that time.

For example, a Police Officer goes off duty at 7:00 a.m. and is subpoenaed to court at 8:00 a.m. The Police Officer remains in court until 3:00 p.m. and is scheduled to return to work at 7:00 p.m. In this case, the Police Officer could return to work at 10:00 p.m. without loss of hours or the need to use accrued time off for the three (3) hour period of the regular work shift.

(a) The employee is responsible to contact the on-duty Watch Commander to request this rest period as soon as he or she is aware that it will be required so that ample time is available to arrange for replacement officers if necessary.

(b) The on-duty Watch Commander may exercise discretion as to the exact time the employee must report back to work, based on individual circumstances and operational needs, so long as it complies with the intent of this section.

(c) This section shall not apply to voluntary overtime work assignments between shifts which are worked at the option of the individual employee.

(d) This section shall not apply in emergencies such as mutual aid mobilizations or natural disasters.

Section 5.34 **Overtime Pay and Compensatory Time**

Section 5.35 The City has established a 14 day / 86-hour Section 207(k) work period for purposes of Fair Labor Standards Act (FLSA) overtime hours. The established work period begins at 12:01 a.m. every other Sunday and ends every other Saturday, fourteen (14) days later at 12:00 midnight.

Section 5.36 MOU "Overtime Pay" and / Compensatory Time ("Comp Time") are for hours worked outside an employee's regular work schedule, and are paid at one-and-a-half (1.5) times an employee's FLSA regular rate of pay. Overtime Pay and Comp Time shall be calculated on a minimum of fifteen (15) minute increments actually worked outside of the employee's regular work shift. For clarification, this

equates to 15-29 minutes = 15 minutes of overtime pay, 30 ~~-~~ 44 minutes = 30 minutes of overtime pay and so on. All such time must be approved in advance with the employee's supervisor or the Chief.

Section 5.37 Employees will have the option of receiving either Overtime Pay or Comp Time. The Comp Time accrual limit for the term of this MOU is one hundred eighty (180) hours. Comp Time will be cashed out at the FLSA regular rate at time of separation. Comp Time may also be cashed out at the FLSA regular rate each calendar year via an irrevocable cash out election form to the extent and in manner provided in section 7.08.

Section 5.38 Employees may elect to contribute via payroll deduction to the City's Deferred Compensation Plans. Employee contributions can be lump sum contributions or percentage of base wages contributions. Employees must submit a completed "Deferred Compensation Enrollment/Change Form" to the Human Resources Office for changes in their deferred compensation contributions. Changes shall be effective the second full pay period following receipt by Human Resources of the applicable Deferred Compensation Enrollment/Change Form.

Section 5.39 **In- House Department Training**
Section 5.40 When a Department in-house training falls on an employee's scheduled day off and the employee attends the training, the affected employee will have the option of receiving Comp Time, if eligible, or pay if Comp Time is at 180 hours, for the training time or, upon approval by the employee's supervisor, the employee may schedule adjust. "Schedule Adjust" is defined as the act of taking the equivalent number of hours off within the same pay period.

Section 5.41 All schedule requests must be approved in advance by the employee's supervisor.

Section 5.42 **Outside Department Training**
Section 5.43 When an outside Department training falls on an employee's day off and the employee attends the training, the affected employee will Schedule Adjust. If the Department is not able to make a schedule adjustment, the employee may take Comp Time or receive Overtime Pay.

Section 5.44 All provisions included in this MOU which affect base wages, including salary, promotions, step increases, etc., shall be implemented beginning the first full pay period following the effective date of this MOU.

Section 5.45 **Base Work Schedules**
Section 5.46 Employees will work schedules based upon assignment as follows:

(a) The "Work Day", for pay purposes, shall be a twenty-four (24) hour period within which the employee's regularly scheduled shift begins.

(b) Employees assigned to the Patrol Division will work an approved flexible schedule of five (5) twelve (12) hour Work Days and two (2) ten (10) hour Work Days totaling no more than eighty (80) hours per pay period.

(c) Employees assigned to the Special Operations Division will work an approved flexible schedule days totaling no more than eighty (80) hours in each pay period. The schedule shall be the traditional 4/10 schedule, meaning four (4) ten (10) hour days with three (3) consecutive days off each week.

(d) School Resource Officers shall work a traditional 9/80 schedule which consists of five (5) nine (9) hour days one (1) week and four (4) nine (9) hour days on the alternate week or a 4/10 schedule which consists of four (4) ten (10) hour days depending on department needs.

(e) Employees assigned to Task Forces to work in conjunction with other government agencies shall work schedules which are compatible with the joint needs of the Department and the other agency, not to exceed eighty (80) hours in each pay period.

(f) Specialty Pay Assignments are limited to a two (2) year assignment with two (2) one (1) year renewals based on the approval of the Special Operations Division Captain. Field Training Officer assignments shall be a two (2) year assignment, which assignment may be extended each year for one year based on the approval of the Special Operations Captain.

(g) Employees assigned to any other Special Assignment that do not fall into any of the assignments listed in 5.47 (b) through 5.47 (f) will work an approved flexible schedule totaling no more than eighty (80) hours per pay period.

(h) Employees on extended leave (excluding vacation and Comp Time) of two (2) weeks or more will be assigned a base forty (40) hour per week, Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule. For such individuals who are on Workers Compensation or 4850 leave, the schedule reassignment will not affect compensation.

(i) The Chief retains the right to make any special exceptions to the above schedules. If at any time it becomes evident to the Chief that the most efficient use of staffing to meet the workload demands of the community are not being met, the Chief reserves the right to modify work schedules on a temporary or permanent basis. The City will attempt to give the affected employees as much notice as possible, but at least five (5) full calendar days prior to the effective date of any temporary schedule change.

(j) Any permanent schedule change requires a meet and confer with City and Association.

Section 5.47 **~~Health~~ Benefits**

Section 5.48 The City will contribute to the City's medical and dental health plans as follows:

(a) For employees with family coverage, up to $2,~~273~~661.51/month in 202~~4~~2 and up to $2,~~387~~794.58/month in 202~~5~~3.

(b) For employees with employee plus one coverage, up to $~~2~~1,127.42~~817~~/month in 202~~4~~2, and up to $~~2~~1,233.79~~908~~/month in 202~~5~~3.

(c) For employees with employee only coverage, up to $~~908~~1,062.60/month in 202~~4~~2 and up to $~~953~~

1,115.73 in 20253.

(d) Employees enrolling in City health but not using the maximum amount available from the City for their premium category (ee only, ee+1, ee+family) shall not be entitled to the surplus. Employees enrolling in plans whose cost exceeds the maximum amount available from the City for their premium category shall have the difference deducted on a pre-tax basis from their paycheck. The deductions are effective the first paycheck in December.

(e) Employees who waive medical coverage and annually provide proof of alternative medical coverage shall be entitled to a taxable cash in lieu payment of six hundred ten dollars ($610.00) per month.

(f) If an employee waives medical and elects dental coverage, the employee shall be entitled to a taxable cash in lieu payment of six hundred ten dollars ($610.00) per month but will pay the appropriate dental premium.

Section 5.49 City agrees to provide, at City's expense, up to one hundred percent (100%) of the premium costs per employees for the Psychological Health Program as presently constituted.

Section 5.50 All employees shall have the option of continuing their current medical insurance at the employee's own cost after retirement. This option can continue as long as there is no lapse in coverage and the employee pays the monthly premium to the California Public Employees' Retirement System ("CalPERS") or to the Finance Department as per their billing requirements.

Section 5.51 Effective January 1, 2004, City agrees to provide, at City's expense, one hundred percent (100%) of the premium cost per employees for enrollment in a Basic Long-Term Medical Care Program.

Section 5.52 City has formed a labor – management committee headed by the City Manager to address the issue of worksite wellness. The Wellness Committee will continue to design, plan, and implement worksite policies and programs that encourage healthy outcomes and enhance the quality of life for all employees.

Section 5.53 **Uniforms**

Section 5.54 Effective July 1, 2013, City shall provide a single once a year one thousand four hundred ($1,400) payment of uniform allowance to employees. The payment shall be made on or about July 1st of each year and will be considered to be payment for the preceding year. Upon an employee's separation from City, the employee will receive a prorated uniform allowance payment for the period worked up tothe date of separation. The uniform allowance is for uniform cleaning and replacement of worn uniforms. Employees assigned to the Specialty Assignments of Canine, Bike Patrol, Hostage Negotiation Team, and Special Weapons and Tactics ("SWAT") shall receive an additional fifty-dollar ($50.00) uniform allowance per year.

Section 5.55 Newly hired employees will, at time of hire, be provided an initial uniform as follows:

(a) One ~~Two~~ (1~~2~~) Short Sleeve Wool Shirt~~s~~
(b) One ~~Two~~ (1~~2~~) Long Sleeve Wool Shirt~~s~~
(c) One ~~Three~~ (1~~3~~) Wool Pant~~s~~
(d) One (1) Short Sleeve BDU Shirt
(e) One (1) Long Sleeve BDU Shirt
~~(c)~~(f) Two (2) BDU Pants
~~(d)~~(g) One (1) Belt

~~(e)~~(h) One (1) Hat Class A
~~(f)~~(i) One (1) Baseball Cap
~~(g)~~(j) One (1) Ultra Duty Jacket
~~(h)~~(k) One (1) pair Shoes

Thereafter, employees shall be paid the annual uniform maintenance and replacement allowance asset forth in 5.47 above.

Section 5.56 City shall pay for the replacement of uniforms/clothing damaged due to the performance of job duties on a prorated basis, based on the age of the uniform and upon the recommendation of the Police Chief or his/her designate. For the purpose of this section, the useful life of uniform items shall be assumed as follows:

(a)	Uniform Shirts/Pants	Two (2) years
(b)	Uniform Jackets	Five (5) years
(c)	Uniform Hats	Five (5) years

If available, employees shall provide receipts establishing date of purchase.

Section 5.57 Authorized personal property such as watches, glasses, etc. damaged due to the performance of job duties shall be replaced up to a seventy-five-dollar ($75.00) limit upon the recommendation of the Police Chief or his /her designate. For prescription glasses, this limit will be one hundred twenty-five dollar ($125.00) for prescription glasses. No reimbursement, however, shall be made for personal property which the employee is using on a voluntary basis in lieu of an item which has been provided by City.

Section 5.58 Newly hired employees, at time of hire, will have their safety equipment including gun, baton, handcuffs, flashlight, duty jacket, rain pants, leather, and related equipment furnished by City as per Department Policy Manual Section 1046, hereby incorporated by reference. ~~City will repair or replace existing safety equipment owned by employees hired before July 1, 1997 as they are damaged, worn out, or as Department Specifications change, not to exceed the cost of City provided safety equipment.~~

~~Section 5.59 Employees who were hired before February 4, 1990 may request, or may be issued, mandatory safety equipment to include: gun, baton, handcuffs, flashlight, rain gear, leather, and related equipment. If any of these items are personally owned when they become worn out or damaged, they shall be replaced with City issued equipment in lieu of repair, except that City may choose to repair, rather than replace, a personally owned firearm or holster. In no event shall City's expense for repairing or replacing personally owned firearms or holsters exceed the cost of City provided equipment.~~

Section 5.60 City shall provide a Threat Level III protective vest, including shock plate, to all employees. City shall replace a vest after it has been in service for five (5) years, has been compromised, or is otherwise unserviceable per industry standards. Employees in an assignment that requires them to wear a uniform must wear the City issued protective vest at all times. Employees in a non-uniform assignment are not required to wear a vest at all times while on duty but shall maintain the vest in an accessible location and should wear the vest when engaged in planned, high risk events. This provision applies only to vests purchased by City after March 4, 1990.

Section 5.61 Duty Badges are provided to all employees. Duty Badges are personalized with each employee's badge number after they pass their 1-year hiring probation period. When the employee leaves employment (unless termination is the reason for leaving employment), they may keep their personalized duty badge providing a release of liability memo is signed. Any Police Officer employee that was previously issued a personalized flat badge, may keep their flat badge providing a release of liability memo is signed. Any non-personalized duty or flat badge is property of the Morgan Hill Police Department and must be returned at the end of employment.

Section 5.62 Night Differential

Section 5.63 Effective December 24, 2023 shall pay night differential of one hundred and fifty dollars ($150) a month to employees working 7 p.m. to 7 a.m.

A night-shift supervisor may recommend an officer assigned to work nights be moved to day shift based on officer wellness. Any decision to reassign an officer will be made based on documented evidence, and in consultation with all Sergeants and Captains. The reassignment will be treated the same as if the officer being reassigned is on modified duty. There will be no need to back-fill the position unless the team falls below minimum staffing. If the team falls below minimum staffing, reassignments will be made based on seniority. Any reassignment under this provision may be temporary.

The language in section is meant to be a two (2) year pilot program.

Section 5.64 Retiree Trust/VEBA

The City will research and administer a voluntary retiree trust where members of the Association intend to join within the first year of the contract. The sole purpose of which is to provide funding for medical expenses and health insurance costs for eligible retirees or qualified family members of eligible retirees as established by the Trust. Participation in the Trust shall be voluntary and any associated fees will be deducted from plan participant's accounts.

Article VI. EDUCATIONAL INCENTIVE PAY PROGRAM

Section 6.01 **Educational Incentive Pay Program**
Section 6.02 All employees who have completed their original probationary period shall have the option of participating in the Educational Incentive Pay ("EIP") Program.

Section 6.03 Rates of Pay for the EIP Program shall be:

(a) Five percent (5%) - Intermediate P.O.S.T. Certificate
(b) Seven- and one-half percent (7.5%) - Advanced P.O.S.T. Certificate and/or B.A. or B.S. Degree

Section 6.04 **Tuition Reimbursement**
Section 6.05 Tuition reimbursement will work on the following basis:

(a) The Chief must approve all classes in advance.

(b) Reimbursement will be given upon successful completion of the class. See Article 6 of this MOU for

use in conjunction with the EIP Program.

(c) City will not reimburse for personal transportation, lodging, or meal costs.

(d) Employees may receive a total of up to one thousand dollars ($1,000.00) annually in tuition reimbursement according to the following schedule:

(i) Up to three hundred fifty dollars ($350.00) may be used for work-related courses or training subject to the approval of the Chief.

(ii) Employees may use an additional three hundred dollars ($300.00), or a total of six hundred fifty dollars ($650.00) annually, for courses taken at a community college or toward an Associate of Arts or Science degree.

(iii) Employees may use an additional six hundred fifty dollars ($650.00) or a total of one thousand dollars ($1,000.00) annually, for courses taken at a four-year college or university which will result in a Bachelor's or Master's degree.

(e) For classes or training which have been scheduled in advance and approved by the Chief as listed above, City will reimburse the employee for any out of pocket expenses he or she may have incurred if the employee is required to miss their class to cover another shift. The employee must notify the Chief at the time they are being reassigned of any potential schedule conflicts. Failure to do so will

result in no reimbursement.

Article VII. TYPES OF LEAVE/LEAVE PROCEDURES

Section 7.01 **Sick Leave**
Section 7.02 Sick Leave credit shall be accumulated on the basis of eight (8) hours per month. The employee's accumulated Sick Leave is unlimited.

Section 7.03 City will pay twenty-five percent (25%) of unused annual Sick Leave at the end of each calendar year. This payment will be based on semi-annual calculations, made on June 1st and December 1st of each year. The balance of Sick Leave will be added to the employee's accumulated Sick Leave.

Section 7.04 City has amended its PERS contract to provide for Government Code § 20965 credit for unused Sick Leave. One hundred percent (100%) of the employee's unused Sick Leave will be converted into service time and added to the employee's retirement eligibility upon retirement.

Section 7.05 Employees are entitled to twelve (12) hours of paid time off per fiscal year to be used as personal leave time. The use of this leave must be approved in advance by the Chief or his/her designee and shall be deducted from the employee's current year Sick Leave accrual.

Section 7.06 **Vacation Time**
Section 7.07 Vacation Time Accrual shall be as follows:

(a) Eighty (80) hours Vacation Time per year from the date of hire through the second (2nd) year of employment.

(b) Eighty-eight (88) hours Vacation Time during the third (3rd) year of employment.

(c) One hundred four (104) hours Vacation Time during the fourth (4th) year of employment.

(d) One hundred twelve (112) hours Vacation Time during the fifth (5th) year of employment.

(e) One hundred twenty (120) hours Vacation Time during the sixth (6th) year of employment.

(f) One hundred twenty-eight (128) hours Vacation Time during the seventh (7th) year of employment.

(g) One hundred thirty-six (136) hours Vacation Time during the eighth (8th) year of employment.

(h) One hundred forty-four (144) hours Vacation Time during the ninth (9th) year of employment.

(i) One hundred fifty-two (152) hours Vacation Time during the tenth (10th) year of employment.

(j) One hundred sixty (160) hours Vacation Time after the tenth (10th) year of service.

~~(k)~~ Maximum accumulation of Vacation Time shall not be more than the equivalent of three (3) years' annual accrual effective December 31, 2024 and two (2) years' annual accrual effective June 30, 2025. Employees may "float" over this maximum accrual during the fiscal year but will lose any

accumulated Vacation Time over the equivalent of three (3) years' annual accrual effective December 31, 2024 and two (2) years' annual accrual effective June 30, 2025.~~on June 30th of~~

~~each fiscal year.~~

~~(l)~~(k) If a vacation is canceled due to 7.23 below, employees will not lose any accrued Vacation Time. However, employees will be required to reschedule the Vacation Time in a reasonable period of time in accordance with Sections 7.22 and 7.24 below.

Section 7.08 An employee may submit an Irrevocable Cash-Out Declaration Form to cash out up to eighty (80) hours of accrued vacation and/or comp time in the following calendar year. For calendar year 2024 an additional forty (40) hours of accrued vacation and/or comp time may be cash out for a maximum total of 120 hours. To be effective, the Form must be received by payroll no later than December ~~1st~~ 15th of the year prior to the calendar year in which the employee wishes to cash-out vacation and/or comp time. It is understood that an employee using vacation or comp time shall always use vacation or comp time earned in prior years first before using vacation or comp time earned in the current year.

Section 7.09 The employee shall specify the pay period in the following calendar year in which the employee wishes the cash-out to occur. If no pay period is specified, the City shall process and pay the cash- out request in the pay period including November 1st. Employees are responsible for ensuring a sufficient balance of available accrued vacation and/or comp time on the date of the requested cash-out. Accrued comp time shall be cashed out first and then accrued vacation once an accrued comp balance is exhausted. If there is an insufficient balance, the maximum available up to eighty (80) hours will be cashed out.

Section 7.10 As part of the City's open enrollment packet each year, the City will provide all employees with a copy of the Irrevocable Cash-Out Declaration form and a reminder of the for submission of the Form.

Section 7.11 Employees may request Vacation Time off ~~of one (1) week (the equivalent of thirty-four (34) consecutive hours or more)~~ in one (1) of the following ways:

(a) Preferred vacations sign-up procedure beginning with Section 9.23 of this MOU.

(b) Other vacations may be requested at any time during the year on a first come, first serve basis. Approval of other Vacation Time is subject to adequate staffing due to the scheduling of preferred vacations, training assignments, or other leaves which may take precedence.

Section 7.12 Approved Vacation Time and/or Comp Time will not be canceled unless there is an unforeseen and/or urgent staffing need. Comp Time shall not be denied if, at the time of request, the request itself will not place a shift below minimum allowed number, with the exception of a planned or outstanding major event.

(a) Sergeant or Watch Commander is responsible for approving vacation time off requests that fall on their shift rotation.

(b) Division Captain is responsible for approving vacation time off requests that fall outside of the officers current shift rotation.

Section 7.13 If an employee signs up for enough preferred vacation to bring them below the vacation accrual limit by June 30th, City cancels the employee's preferred vacation, and the employee is unable to reschedule in the current fiscal year, causing them to be above the limit on June 30th, City will cash out the Vacation Time to bring the employee in compliance with the limit or, at the employee's option, the Vacation Time will be rescheduled within sixty (60) days, subject to departmental approval and Preferred Vacation Sign- Up Rules, as defined in Section 9.23.

Section 7.14 **Extended Leave Policy**

Section 7.15 In the event that an employee is absent from work for illness or injury or disability or per the Family Medical Leave Act or California Family Rights Act, unless notified otherwise, the time off will be

coded and deducted from the leave banks in the following order: (1) accumulated sick leave, (2) accumulated comp time, and (3) accumulated vacation time. If a determination is subsequently made by City that the leave taken was for a job related illness or injury, all sick leave, comp time, and vacation time used to cover the leave will be credited back to the employee in an amount up to the worker's compensation determination. Employees without accrued/credited time off will be coded on payroll as "absent without pay."

Section 7.16 City and Association acknowledge that City has the authority, in its discretion, to place employees on paid administrative leave in appropriate circumstances. Examples include investigations, waiting periods for disciplinary hearings of use of weapons, etc.

Section 7.17 **Bereavement Leave**

Section 7.18 Employees shall, per occurrence, be granted Bereavement Leave when a death occurs in the employee's or the employee's spouse's immediate family. For the purpose of this section, "immediate family" is defined as father, mother, brother, sister, spouse, natural or legally adopted child, step-child, in- laws, grandparents, and grandchildren. Up to three (3) days of Bereavement Leave shall be granted when the death and service are within the State of California and up to five (5) days when the death or service is outside the State. Bereavement Leave usage shall not be charged against the employee's Sick Leave or Vacation Time. Employees may also use up to two (2) additional days of Sick Leave to supplement their allotted Bereavement Leave if other circumstances require absence during that time.

Section 7.19 Requests for additional Bereavement Leave beyond the allotted three (3) or five (5) days, shall be subject to the approval of the employee's Division Captain and deducted from the employee's accumulated Comp Time, Personal Leave, or Vacation Time. Special circumstances beyond this definition may be considered on a case-by-case basis and must be approved by the City Manager.

Section 7.20 **Family Illness and Medical Appointments**

Section 7.21 Employees may utilize accrued Sick Leave for an illness or injury of a member of their immediate household, or per the FMLA, including bonding and caring for a partner after the birth or adoption of a child Paid leave for birth or adoption of a new child shall not exceed the use of four (4) weeks of accrued Sick Leave. Accrued Sick Leave may also be used for the employee's medical and dental appointments where it is not feasible for the employee to schedule the appointment on the employee's own time. All appointments may only be taken with prior approval of the Watch Commander. Prior approval is not needed for emergency appointments; however, the Watch Commander must be notified.

Section 7.22 Pursuant to Personnel Rule 18.03, the Chief may require a physician's certificates attesting to the nature of the illness, injury, or treatment.

Section 7.23 **Maternity Leave**

Section 7.24 A pregnant employee shall be entitled to a Leave of Absence without pay for up to one hundred and twenty (120) days. This Leave shall commence upon certification from the employee's attending physician that she is no longer capable of performing the regular duties of her position. Upon expiration of the approved Leave, the employee shall be reinstated to her former position or to a comparable one if her former position is abolished during the period of leave and the employee would otherwise not have been laid off. Prior to the employee being reinstated, the Chief may require a

statement from the employee's attending physician that the employee is physically capable of resuming the regular duties of her position.

Section 7.25 Where the Chief believes that the employee should be placed on leave sooner than prescribed by her physician due to her inability to perform the regular duties of her position or for the protection of the employees' personal health and safety, the Chief, with the concurrence of the City Manager, shall direct the employee to be examined by a second physician. The cost of this examination shall be paid by City.

Section 7.26 An employee may, based upon medical factors, request that her leave be extended beyond one hundred and twenty (120) days and shall submit a supporting statement from her attending physician to Human Resources. The Chief, with the prior approval of the City Manager, may extend the Leave for an additional one hundred and twenty (120) days.

Article VIII. MISCELLANEOUS BENEFITS

Section 8.01 **Retirement/Pension**

(a) **Sworn/Public Safety Employees**

(i) For employees hired on or before January 1, 2013 ("Classic Employees") as defined in Government Code Section 7522.02(c) of the Public Employees' Pension Reform Act of 2013 ("PEPRA") and employees hired after January 1, 2013 that do not meet the definition of "New Members" under PEPRA, City agrees to continue its Safety contract with CalPERS to provide the single highest year and the "3% @ 50" basic retirement formula, that was in effect as of July 1, 2007.

(ii) For employees hired on or after January 2, 2013 ("New Members") as defined in Government Code Section 7522.04(f) of PEPRA, City agrees to continue its Safety contract with CalPERS to provide for the three (3) highest years compensation average and the" 2.7% @ 57" retirement formula.

~~(iii)~~ Safety (sworn) PEPRA employees: Beginning with CalPERS rates effective July 1, 2013, at which time the PEPRA rate was 23.0%, the PEPRA employees' obligation was 11.50% and the City's obligation was 11.50%, the City and Association agreed that safety (sworn) PEPRA employees would not pay less than 11.50% and would split future increases to the PEPRA rates, including both the normal cost and any unfunded actuarial liability, above 23.0% at a 50/50 ratio. For example, the overall CalPERS safety PEPRA obligation was 22.65% in FY 15-16 with the PEPRA employees' obligation still at 11.50% and the City's obligation at 11.15%. On July 1, 2016, the effective PEPRA rate increased to 23.62%% for FY 16-17. Therefore, City paid half of the 0.62% increase over the base year PEPRA cost of 23.00%(equal to 0.31%) and safety PEPRA employees paid the other half (also equal to 0.31%). This methodology will be used in subsequent years should CalPERS increase the PEPRA Safety rates. This methodology has been used in each year subsequent to FY 2016-17 and will be used in future years should CalPERS increase the Safety PEPRA contribution rates.

~~(iv)~~(iii) Effective July 1, 2023, Safety (sworn) PEPRA employees will share the employer's CalPERS contribution rate at 1.02%. Effective July 1, 2024, Safety (sworn) PEPRA employees will share the employer's CalPERS contribution rate at 1.607%.

~~(v)~~(iv) Safety (sworn) Classic Employees: Safety (sworn) classic employees shall contribute, in addition to the employee classic CalPERS rate of 9.0%, an additional 6.12% towards the classic employer CalPERS contribution rate (i.e. the total safety (sworn) classic employee contribution obligation shall be 15.12%, (9.00% employee share + 6.12% of the employer share). As soon as administratively feasible, pursuant to Government Code section 20516, the City shall amend its contract with the CalPERS to convert the additional sworn employee contribution of 6.12% to the employee share.

(b) **Non-Sworn/Miscellaneous Employees**

(i) For non-sworn employees hired on or before January 1, 2013("Classic Employees") as defined in Government Code section 7522.02(c) of the Public Employees' Pension Reform Act ("PEPRA") and employees hired after January 1, 2013 that do not meet the definition of "New Members" under PEPRA, City agrees to continue its miscellaneous contract with CalPERS for all applicable retirement benefits in effect on July 1, 2007 which will provide the single highest year and the "2.5% @ 55" basic retirement formula.

(ii) For non-sworn employees that are considered "New Members," as defined in Government Code section 7522.04(f) of PEPRA, hired on or after January 1, 2013, the miscellaneous contract will provide for the three (3) highest years compensation average and the "2.0% @ 62" retirement formula.

(iii) The City's CalPERS employer contribution rate for miscellaneous employees is "blended" and factors both "Classic" and "PEPRA" employees. The City and Association agreed that, beginning with CalPERS rates effective July 1, 2014, the City and miscellaneous employees would split future increases to the City's employer contribution rate at a fifty/fifty (50/50) ratio. For example, for miscellaneous employees in FY 13-14, the City's contribution rate was 16.38%, the classic miscellaneous employee contribution rate was 8.0% and the PEPRA employees' rate/obligation was 6.25% (which was 50% of the normal cost at that time). On July 1, 2014, the City's contribution rate for miscellaneous employees increased to 18.50%. Thus, starting in July 2014, miscellaneous employees started contributing fifty percent (50%) of the increase to the employer contribution rate, i.e. (18.50% - 16.38%) = 2.12% / 2 = 1.06%. Accordingly, for FY2014-15, classic miscellaneous employees' obligation increased from 8.0% to 9.06% and PEPRA miscellaneous employees' obligation increased from 6.25% to 7.31%. This methodology has been used in each subsequent year to FY 2015-16 and will be used in future years should CalPERS increase the miscellaneous contribution rate~~.~~.

(iv) The City will continue to offer the CalPERS "2.5% @ 55" retirement program for "Classic Employees." The retirement plan shall continue all present options for "Classic Employees" including Credit for Unused Sick Leave (Government Code § 20965), the Fourth Level of 1959 Survivor Benefit (Government Code § 21574), Two Years Additional Service Credit (Government Code § 20903), and the One-Year Final Compensation (Government Code § 20042). The employee's base salary includes the eight percent (8%) CalPERS employee contribution and will be deducted from the employee's gross earnings pursuant to IRS § 414 (h)(2). Two dollars ($2.00) per month will be deducted from employees' paychecks pursuant to the 1959 Survivor Benefit

(ninety three cents ($0.93) per pay period). Any provision above may not conflict with the terms and conditions in Government Code § 7522.02(c).

(v) Effective July 1, 2022, non-sworn Union Members will share the employer's CalPERS contribution rate at 6.12%. The employee's contribution towards employer's share of pension cost will be capped at 6.12%. The City and Union members agree to split any rate decrease below the FY 2022-23 employer's CalPERS contribution rate of 28.77% at a 50/50 ratio.

Section 8.02 Long Term Disability Insurance shall be paid by employees through payroll deduction.

Section 8.03 City will provide reimbursement for traveling, lodging, and meal expenditures incurred by employees traveling on City business in accordance with existing Policies and Procedures. Overtime Pay will be paid for travel time, other than court time, if it is beyond the established work week.

Section 8.04 Employees may be entitled to three (3) fifteen (15) minute breaks and one (1) forty-five (45) minute break during each twelve (12) hour shift. Employees working less than a twelve (12) hour shift shall be entitled to two (2) fifteen (15) minute breaks and one (1) thirty (30) minute break during the shift. Employees may request to take the fifteen (15) minute breaks in conjunction with the forty-five (45) minute break, workload permitting, at the discretion of the on-duty Watch Commander.

Section 8.05 Employees are responsible for the employees' nine percent (9%) CalPERS contribution deferred from federal and state income taxes pursuant to IRS Section 414(h)(2).

Section 8.06 **Gym Equipment**
Section 8.07 City agrees to maintain the existing gym equipment in the Police Station for the term of this MOU.

Section 8.08 **Hepatitis B Vaccinations**
Section 8.09 City agrees to provide Hepatitis-B shots for employees.

(a) If the employee selects a medical plan which provides this benefit, the employee in these classifications must get the shots through their medical plan.

(b) If not covered by their group medical plan, employees wishing to receive the Hepatitis-B shots must submit a written request to the Human Resources Office. The Human Resources Office will contact the medical office currently being used for City medical examinations to set up the first appointment.

(c) Charges for Hepatitis-B shots for these employees pursuant to 8.09(b) above will be paid by City.

Article IX. MISC POLICIES AND PROCEDURES

Section 9.01 The Parties to this MOU recognize and acknowledge that the services performed by the employees are essential to the public health, safety, and general welfare of the residents of City.

Section 9.02 **Watch Swaps**
Section 9.03 A "Watch Swap" is a voluntary agreement between two employees of similar rank to tradea specific and equal number of work shifts. When one employee agrees to work for another, the second employee must reciprocate by working an equal amount of time for the first employee. When a trade is agreed

upon and reciprocated, both involved Employees will have accounted for two thousand eighty (2080) base work hours per year.

Section 9.04 Employees may negotiate Watch Swaps among other Employees provided that:

(a) The involved employees complete the "Watch Swap Request" at the bottom of the "Overtime Form" at least one (1) working day prior to the Watch Swap;

(b) The on-duty Watch Commander for the affected shift approves the request;

(c) The trade is among members of a similar rank. Police Officers may negotiate a Watch Swap with Police Officers and Corporals, Corporals may negotiate a Watch Swap with any rank, and Sergeants may negotiate a Watch Swap with Sergeants and Corporals.

(d) The regularly scheduled employee shall code his/her time sheet as if he/she had worked.

Section 9.05 The Reverse Portion of the Watch Swap may occur at any time at the employee's direction, provided that the steps listed above are also followed for the reverse portion of the Watch Swap. The Reverse Portion of the Watch Swap is the sole responsibility of the two involved employees. No employee shall have any recourse with the Department for failure to pay back a shift or for working in excess of eighty (80) hours per pay period without Overtime Pay in which a Watch Swap was negotiated.

Section 9.06 Watch Swaps are intended to be a convenience for the regularly scheduled employee and it is the sole responsibility of the regularly scheduled employee to ensure that his/her replacement reports to work. If for any reason the replacement employee fails to appear for duty, the regularly scheduled employee will be ordered back to work or, if that is not possible, will be considered to have taken the day off without pay. Since Watch Swaps are usually the result of inadequate staffing to allow that employee to take time off by other means, the regularly scheduled employee may not account for the missing time by use of Sick Leave, Comp Time, or the like.

Section 9.07 The on-duty Watch Commander shall not approve a Watch Swap for the purposes of allowing the regularly scheduled employee to work an overtime assignment the same day. The Watch Commander may disapprove Watch Swap requests due to operational needs, including days on which there are planned special events that require maximum available staffing, etc.

Section 9.08 The Chief may evaluate this process from time to time and may suspend this process if it becomes apparent that employees are failing to honor Watch Swap commitments.

Section 9.09 **Work Stoppage, Any Job Action, Slowdown**

Section 9.10 Association agrees that, under no circumstances, will it recommend, encourage, or cause a work stoppage, any job action, or slowdown in any office or department of City or curtail any work, restrict any production, or interfere with any operation of City. In the event any such work stoppage, job action, or slowdown is instigated by Association, City shall not be required to negotiate on the merits of any dispute which may have given rise to such work stoppage until said work stoppage has ceased.

Section 9.11 In the event of any work stoppage during the term of this MOU, whether by Association or by any employee, Association by its Association Officers shall immediately declare in writing and publicize that such work stoppage is illegal and unauthorized and further direct its employees in writing to cease the said

conduct and resume work. Copies of such written notice shall be served upon City. If, in the event of any work stoppage, job action, or slowdown, Association promptly and in good faith performs the obligations of this Section 9.09, provided Association has not otherwise authorized, permitted, or encouraged such work stoppage, Association shall not be liable for any damages caused by the violation of this Section 9.09.

Section 9.12 City shall not be liable for any damages caused by the violation of this Section 9.09. City shall have the right to discipline, including termination, any employee who instigates, participates in, or gives leadership to any work stoppage activity herein prohibited. City shall also have the right to seek full legal redress, including damages, against any such employee.

Section 9.13 **Light Duty Assignment**

Section 9.14 In the event an employee is injured and may be able to return to work but not able to perform all their normal duty assignments, a temporary "Light Duty Assignment" may be made by City for each injury, provided that a suitable Light Duty Assignment is available within the Department. To be eligible for such a Light Duty Assignment, City may require the employees to provide the Human Resources Office with a medical statement from his/her treating physician that clearly states the medical limitations and abilities of the employee. City may require a second or third doctor's determination at City's expense. No initial or subsequent light duty assignment may exceed ninety (90) days, and all light duty assignments will be evaluated and may not be extended without approval of the Police Chief or Police Chief's designee.

Section 9.15 An employee receiving such a Light Duty Assignment could be reassigned to any type of forty (40) hour work week or reduced work schedule and may be assigned to any type of job or task consistent with the Light Duty limitations upon the determination of the Chief. Once the employee is certified by City doctor as no longer in need of a Light Duty Assignment, the employee will be reassigned to their normal work.

Section 9.16 In the event an employee is injured and unable to return to work for a specific period of time and is on City-approved leave, the employee is required to (1) respond by phone within eight (8) hours upon receiving a call from Human Resources or Division Captain and (2) to inform Human Resources and Division Captain if the employee will be away from their primary residence for a duration exceeding seven (7) calendar days.

Section 9.17 **Substance Abuse Policy**

Section 9.18 City and Association mutually agree City will maintain a drug-free workplace. Alcohol and drug abuse on the job will not be tolerated and will result in immediate disciplinary action. Drug or alcohol abuse off the job, which can be shown to affect the job performance or safety of the employee or other employees, will be documented and will result in quick disciplinary action up to and including termination. City cannot and will not put its employees or members of the general public in danger by having employed an employee on duty who may be a risk to themselves or others.

Section 9.19 City does not intend to test any employees for drug use unless a documented reasonable suspicion exists. City agrees to be bound by applicable State and Federal Laws.

Section 9.20 Association and City recognize the need for a drug-free workplace and the need to assist employees whose job performance is impaired due to chemical or alcohol dependency. Association and City agree to abide by the Substance Abuse Policy dated May 3, 2006, as adopted by the City Council, and incorporated herein by this reference.

Section 9.21 **Emergency Waiver Provision**

Section 9.22 In the event of circumstances beyond the control of City such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, the provisions of this MOU which restrict City's ability to respond to these emergencies shall be suspended for the duration of such emergency. After the emergency is over, Association shall have the right to meet with City regarding the impact of the suspension of these provisions in the MOU on employees.

Section 9.23 **Preferred Vacation Sign-up and Shift Selection**

Section 9.24 The sign-up period for preferred vacation shall occur following the first shift selection of the calendar year. There will be one (1) sign-up period for the Patrol Division and one (1) sign-up for the Special Operations Division.

(a) Each employee may sign up for only one (1) preferred vacation period of thirty-four to forty-six(34-46) hours ~~or more~~. ~~The preferred vacation sign up may not to exceed two (2) consecutive weeks of preferred vacation per calendar year, unless specifically authorized by the employee's supervisor and the Division Captain for up to two (2) additional consecutive weeks.~~

~~(a)~~(b) The employee may request additional time off through the chain of command for special occasions to include but not limited to reservations for cruises, planes, weddings, etc. The Division Captain may approve additional non-revocable time off after considering department wide staffing availability. Employees must utilize accrued vacation prior to utilizing accrued compensatory time off for preferred vacation. Employees may not request more than two (2) Division Captain exceptions during the calendar year.

- The language in section (b) is meant to be a pilot program and reviewed yearly during this contract evaluating reasons for denial, operational impacts, and number or requests.

~~(b)~~(c) A maximum of two (2) employees assigned to the Patrol Division may request preferred vacation during the same week, provided the employee with the least seniority must select a patrol shift slot with different days off from the senior employee for the shift rotation period during which the vacation will occur. One (1) employee assigned to Special Operations may take preferred vacation at the same time. There will be two separate vacation sign- up forms one for each division. If the employee assigned to Special Operations is projected to return to the Patrol Division during their forecasted preferred vacation, the employee must sign up under the Patrol Division sign-ups.

~~(c)~~(d) One (1) Multi Service Officer (MSO) assigned to the Patrol division may request preferred vacation at any given time. Preferred vacation sign-ups for MSOs will be based on seniority amongst the MSOs.

~~(d)~~(e) Preferred vacations which are in compliance with subsections A, B and C above will be approved and posted, following the sign-up period.

~~(e)~~(f) An employee who fails to request a preferred vacation or who does not take a preferred vacation which has been approved shall lose any right to a preferred vacation until the next sign-up period.

~~(f)~~(g)Every employee shall be included in the sign-up for the preferred vacation schedule.

Section 9.25 The sign-up period for shift selection begins at least forty-five (45) days prior to the next shift rotation. Employees shall select shifts for a six (6) month period, beginning the start of the first pay period in January and June. The approved schedule will be posted at least twenty (20) days prior to the date the

schedule is to become effective.

(a) The Field Operations Division Captain may elect to administratively assign an employee to a specific shift for the good of the Department. Examples may include, but are not limited to, long-term personnel shortage or career enhancement of probationary employees.

(b) The Patrol Captain may assign probationary employees to a specific watch based on need of the employee and operational necessity during period.

Section 9.26 **Sign-up Procedures (~~Sworn Classifications~~All Employees)**

Section 9.27 At least forty five (45) days prior to the end of shift, every employee assigned to the Patrol Division, or who has been issued an order assigning them to the Patrol Division, will be assigned a sign-up due date and time in one (1) hour segments for purposes of selecting their desired shift. The bid process will take place during normal business hours (8:00a.m. – 5p.m.) Monday through Friday. Preferred vacation will be bid after the completion of the shift bid and cover the same period of time.

Qualification to Bid

All personnel are considered qualified to bid if the following conditions are met:

1. Must be a full duty worker and off training by shift change. For those classified as a modified worker (personnel with any type of work restriction or on any type of leave of absence), the Captain must receive notice and/or medical clearance, if applicable, three business days before the shift bids are distributed. The Captain will ensure that any employees on leave are notified of this requirement with ample notice. Once the shifts are posted, the Captain must be notified immediately of any changes to an employee's full duty work status that occurs before the time of the actual bid.
2. Those on a FMLA leave of absence at shift change who have a scheduled return date of two months or less
3. Those not on a 4850 leave of absence
4. Other leave of absences will be reviewed on a case by case basis
5. Exceptions to this policy will be reviewed by the Captain on a case by case basis

Section 9.28 Each affected employee is solely responsible for preferred vacation or shift selection sign- up on their assigned date and time. The employee may sign-up using one (1) of five (5) methods:

(a) The employee may come to the Police Station and physically sign-up for an available vacation or shift slot; or

(b) The employee may phone the ~~on-duty Watch Commander~~Administrative Sergeant and verbally select an available vacation or shift slot. If the ~~Watch Commander~~Administrative Sergeant is not in the office, the employee is responsible for leaving the ~~Watch Commander~~Administrative Sergeant a return phone number where the employee can be contacted at the ~~Watch Commander's~~Administrative Sergeant's earliest convenience; or

(c) The employee may leave a message for the ~~Watch Commander~~Administrative Sergeant in advance of the assigned sign-up date, listing desired shift selection(s) and a phone number where the employee can be reached on the sign-up date and time in order to resolve any conflicts; or

(d) The employee may designate another employee in writing and in advance of the sign-up period to make a selection on his/her behalf; or

(e) The employee may notify the ~~Watch Commander~~Administrative Sergeant in advance that no selection is desired.

Section 9.29 If an employee fails to sign-up within their assigned date and time, that employee will be passed until such a time that the employee makes contact with the ~~Watch Commander~~Administrative Sergeant either by phone or in person. The employee will then be able to select any remaining shift that is still available. If no request is made, or if a request conflicts with other previous sign-ups, vacations will be approved on a first-come/first-serve basis and shifts will be administratively assigned.

Section 9.30 Sign-ups will be on the employee's own time if the assigned sign-up date and time falls outside of regular work time.

Section 9.31 At least three (3) weeks prior to the beginning of the sign-up period for either a preferred vacation or shift selection, every affected MSO assigned to the Patrol Division, or who has been issued an order assigning them to the Patrol Division, will be assigned a sign-up due date for shift selection.

(a) Each affected MSO is solely responsible for preferred vacation or shift selection sign- up on their assigned date. They may be done using one (1) of four (4) methods:

(i) Coming to the station and physically sign-up for an available vacation or shift slot;

(ii) Phoning the ~~Watch Commander~~Administrative Sergeant and verbally selecting an available vacation or shift slot. If the ~~Watch Commander~~Administrative Sergeant is not in the office, the MSO is responsible for leaving the ~~Watch Commander~~Administrative Sergeant a return phone, or pager number where the MSO can be contacted at the ~~Watch Commander's~~Administrative Sergeant's earliest convenience;

(iii) Leaving a message for the ~~Watch Commander~~Administrative Sergeant, in advance of the assigned sign- up date, listing desired shift selection(s) and a phone number where the MSO can be reached on the sign-up date in order to resolve any conflicts; or

(iv) Notifying the ~~Watch Commander~~Administrative Sergeant in advance that no selection is desired.

Section 9.32 If an MSO fails to sign-up on the assigned date, that MSO forfeits his/her seniority benefit and his/her name will be placed in a pool at the bottom of the list. When the assigned dates have been passed, a preferred vacation or shift selection schedule will be posted. MSOs listed in the pool will have until the end of the sign-up period to submit a request of available slots. For preferred vacations, this period will end on March 1st of each year. For patrol shift selection, this period will end twenty (20) days before the next shift rotation. Requests from MSOs in the pool will be granted on an as-available basis in seniority order. If no request is made or if a request conflicts with other previous sign- ups, vacations will be approved on a first-come/first-serve basis and shifts will be administratively assigned.

Section 9.33 Sign-ups will be on the MSO's own time if the assigned sign-up date falls outside of regular work time.

Section 9.34 **Department Seniority**

Section 9.35 Department wide seniority shall be used to determine the schedule for vacation selection and seniority within a classification is used for shift selection within Department Divisions. If a conflict between these two (2) methods of establishing seniority arises in the process of shift selection, seniority within a classification shall prevail.

Section 9.36 **Facial Hair**

Section 9.37 Employees will be allowed to grow facial hair. Facial hair shall be maintained in accordance with Department Policy Section 1044, which is incorporated herein by this reference.

Section 9.38 **Vehicles**

Section 9.39 In accordance with Department guidelines, Detective Vehicles, specifically Special Operations Sergeant, Special Operations Corporal, Person Crimes Detective, Property Crimes Detective, Specialized Enforcement Team Detectives, Countywide Task Force Detectives, Traffic Motorcycles, and Canine Vehicles will be available for employees to utilize on a take home basis, provided that the employee lives no more than thirty (30) mile radius driving time from the Police Station. Employees are provided these vehicles to be available on an on-call basis. Due to operational needs, employees may be required, by their supervisor, to leave their take home vehicle at work.

Section 9.40 **Practice Firearms Training**

(a) If requested, the Department will provide up to fifty (50) rounds of ammunition each month to employees who wish to conduct firearms practice. Employees shall obtain their allocation of ammunition from the Range Master with the understanding that the employee has exhausted rounds provided previously.

(b) Individual practice must occur off duty on the employee's own time.

(c) Practice must occur at an approved range.

(d) All practice must conform with the Department Policy Manual.

Article X. COMPLAINT/GRIEVANCE PROCEDURE

Section 10.01 A "Complaint" is an allegation or charge against a party that a wrong has been committed. The "Complaint Procedure" is the orderly process by which a determination is made as to whether or not a wrong has been committed. Each of the following steps is to take no more than five (5) working days to complete before the complaint proceeds to the next step.

Section 10.02 Step 1: The employee should review any Complaint with his/her supervisor. The supervisor is required to review every Complaint and attempt to settle it as quickly and fairly as possible.

Section 10.03 Step 2: If the action taken by the employee's supervisor is not satisfactory to the employee, the employee has the privilege of taking the Complaint to successive levels of supervision as determined by the chart of administrative organization, up to and including the Chief, which can be found in the Policy Manual.

Section 10.04 Step 3: If the Complaint is against the immediate supervisor, the employee may proceed directly to the next higher level.

Section 10.05 Step 4: If the Complaint is not resolved in Step 2 or Step 3, the employee may take the complaint to the Assistant City Manager for Administrative Services. The decision of the Assistant City Manager for Administrative Services will be final.

Section 10.06 If the Complaint involves an issue which could fall under the Grievance Procedure, as outlined in this MOU, the time requirements for the Grievance are waived while the issue is attempted to be resolved via this Complaint Procedure. The time limits involved in the Grievance Procedure will be followed once the Complaint Procedure has been exhausted and the Complaint comes under the guide lines as outlined in the Grievance Procedure.

Section 10.07 **Definition of a Grievance**

Section 10.08 A "Grievance" is s any dispute involving the interpretation, application, or alleged violation of this MOU, City's Personnel Rules where the provision in dispute is within the scope of representation or State or Federal Law.

Section 10.09 The Association Officers may move a Grievance with an alleged specific violation of State or Federal Law to City by a written certified majority vote.

Section 10.10 Should any dispute concern an agreement, rule, or action which prescribes a separate appeal procedure, that dispute shall be excluded from the Grievance Procedure defined below.

Section 10.11 **Grievance Procedure**

Section 10.12 Step 1. An employee who has a Grievance shall bring it to the attention of his/her immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. The

immediate supervisor must give the employee a decision within five (5) working days of the date it is raised. Section 10.13 Step 2. If the employee and his/her immediate supervisor are unable to resolve the Grievance within five (5) working days of the date it is raised with the immediate supervisor or if the employee is dissatisfied with the decision of the immediate supervisor the employee shall have the right tosubmit a Grievance to the Chief within seven (7) working days from the date of the immediate supervisor's decision. The Grievance shall contain the following information:

(a) The name of the grievant;

(b) The grievant's department and specific work site;

(c) The name of the grievant's immediate supervisor;

(d) A statement of the nature of the grievance including the date and place of occurrence;

(e) The specific provision, policy or procedure alleged to have been violated;

(f) The remedies sought by the grievant; and

(g) The name of an employee designated by the grievant to represent him or her in the processing of the grievance.

The Chief shall respond to the Grievance in writing seven (7) working days from the date of its receipt.

Section 10.14 Step 3. If the employee is dissatisfied with the decision of the Chief, he or she may submit the Grievance to the City Manager within ten (10) working days from receipt of the Chief's response. The City Manager or his/her designated representative shall respond to the Grievance, in writing, within the ten (10) working days of its receipt. Within this period, the City Manager, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

Section 10.15 Step 4. If the employee is dissatisfied with the decision of the City Manager, he or she may submit the Grievance to the Employee Relations Panel, as provided in Section 10.11 of this MOU. Notice of such appeal must be filed in writing by the employee with the City Manager within fifteen (15) working days of receipt of the City Manager's decision.

Section 10.16 **Employee Relations Panel**
Section 10.17 The Employee Relations Panel ("Panel") shall consist of three (3) members selected as follows:

(a) A City representative selected by the City Manager; and

(b) An employee representative selected by the grievant, provided, however, that the participation of the employee representative shall not be a potential recipient of the grievance settlement; and

(c) A representative of the California State Mediation and Conciliation Service, or an individual acceptable to both the City Manager and the grievant or, an individual chosen by the parties who is knowledgeable in public sector labor relations. This person may be chosen from any source

reasonably likely to produce such an individual, including, but not limited to a labor organization or management organization. The person selected shall serve as Chairperson.

(i) The Chairperson shall serve without compensation unless it can be demonstrated that the individual was obliged to use accrued leave benefits or leave without pay to serve on the Panel. Where provided, compensation paid shall be shared by City and the grievant or Association.

(ii) The Panel shall be constituted and hear the Grievance within thirty (30) working days from the filing of the appeal with the City Manager. The Panel's decision shall be rendered within fifteen (15) working days from the conclusion of the Panel hearing ("Hearing"). The majority decision of the Panel shall be final and binding, subject only to ratification by City's City Council if said decision mandates a capital expenditure or significant, unbudgeted expenditures. In those instances, the ruling shall be submitted to City's City Council for action, which may include modification or reversal.

Section 10.18 The conduct of the Hearing shall be governed by the following ground rules:

(a) The Hearings shall be convened during regular established City hours to the extent feasible. The grievant and City employees serving on the Panel or whose participation in the Hearing is required by the Panel shall not suffer loss of wages for time devoted to this purpose. If the Hearing takes place during time other than the City employee's regularly scheduled work period, no compensation shall be provided.

(b) The Hearing shall be conducted in an expeditious manner. The Chairperson has final authority to the rule on procedural matters or on other points affecting the length and conduct of the Hearing. Legal counsel, court reporters, and briefs shall only be utilized upon agreement between City and the grievant and shall not serve to delay the Panel's decision beyond the prescribed time limit, except by mutual agreement.

(c) The Panel shall be committed to resolving the grievance in an objective, timely, and equitable fashion and shall not permit either party to engage in any presentation or line of argument which detracts from this purpose. The Panel shall not accept evidence not presented in Step 3 of this procedure.

(d) No Hearing shall be convened unless both parties have stipulated, in writing, to the issue or issues to be heard by the Panel.

Section 10.19 **General Conditions**

Section 10.20 Any time limit set forth in 10.11 or 10.16 of Article X of this MOU may be extended by written agreement between City and grievant or Association.

(a) Failure on the part of the grievant or their Association representative to comply with the time limits of this Grievance Procedure or any extensions thereto shall constitute a withdrawal of the Grievance without further recourse for re-submittal. Failure on the part of City to comply with prescribed time limits or extensions thereto shall result in the Grievance being moved to the next step of the Procedure.

(b) The grievant shall be entitled to have a representative of his/her own choosing, except as provided in 10.11- 10.18 of Article X of this MOU, present at any grievance meeting with City.

(c) A representative of Association shall be entitled to be present at any hearing held in conjunction with Step 3 and Step 4 of this Grievance Procedure.

(d) The City Manager or his/her designated representative shall serve as the central repository for all grievance records.

Article XI. RATIFICATION/FUTURE MEETINGS

Section 11.01 This MOU shall be effective December 2~~4~~6, 202~~3~~1 following ratification by Association's Membership and approval by City's City Council.

11.02 Unless mutually agreed otherwise by City and Association, Association shall provide City with its written requests on terms within the scope of representation for the period ~~beginning~~ including January 1, 202~~5~~4 no later than two (2) weeks prior to the start of negotiations. City and Association shall begin to meet and confer on or before August 1, 202~~5~~3 and endeavor to complete negotiations on a successor MOU by the end of November 202~~5~~3.

FOR THE CITY OF MORGAN HILL

Christina Turner Date
City Manager

Donald Larkin Date
City Attorney

Michael Horta Date
Human Resources Director

Dat Nguyen Date
Finance Director

Edith Ramirez Date
Assistant City Manager

FOR MORGAN HILL POLICE OFFICERS' ASSOCIATION

Sean Bayard Date
POA President

Ryan Warren Date
POA Vice President

Sam Huezo Date
POA Sergeant of Arms

Sergio Pires Date
POA Negotiator

Sean Farrell Date
POA Negotiator

City of Morgan Hill Salary Schedule
Morgan Hill Police Officers' Association

Effective pay period December 24, 2023

% Increase	POSITION	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
5.00%	Police Sergeant	$11,878.66	$68.53	$12,472.59	$71.96	$13,096.22	$75.56	$13,751.03	$79.33	$14,438.59	$83.30	$15,160.51	$87.46
5.00%	Police Corporal	$10,722.86	$61.86	$11,259.00	$64.96	$11,821.95	$68.20	$12,413.05	$71.61	$13,033.70	$75.19	$13,685.38	$78.95
5.00%	Police Officer	$9,962.71	$57.48	$10,460.85	$60.35	$10,983.89	$63.37	$11,533.09	$66.54	$12,109.74	$69.86	$12,715.23	$73.36
5.00%	Multi-Service Officer	$7,530.12	$43.44	$7,906.63	$45.62	$8,301.96	$47.90	$8,717.06	$50.29	$9,152.91	$52.81	$9,610.56	$55.45

Effective pay period December 22, 2024

% Increase	POSITION	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
5.00%	Police Sergeant	$12,472.59	$71.96	$13,096.22	$75.56	$13,751.03	$79.33	$14,438.59	$83.30	$15,160.51	$87.46	$15,918.54	$91.84
5.00%	Police Corporal	$11,259.00	$64.96	$11,821.95	$68.20	$12,413.05	$71.61	$13,033.70	$75.19	$13,685.38	$78.95	$14,369.65	$82.90
5.00%	Police Officer	$10,460.85	$60.35	$10,983.89	$63.37	$11,533.09	$66.54	$12,109.74	$69.86	$12,715.23	$73.36	$13,350.99	$77.02
5.00%	Multi-Service Officer	$7,906.63	$45.62	$8,301.96	$47.90	$8,717.06	$50.29	$9,152.91	$52.81	$9,610.56	$55.45	$10,091.08	$58.22

MEMORANDUM OF UNDERSTANDING

CITY OF MORGAN HILL

Community Service Officers' Association

December 2~~4~~6, 202~~3~~1 – December 31,

CSOA
MEMORANDUM OF UNDERSTANDING
December 2~~46~~, 202~~31~~ – December 31, 202~~53~~
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This Memorandum of Understanding ("MOU") has been executed by representatives of the MORGAN HILL CITY COUNCIL ("City") and representatives of the COMMUNITY SERVICE OFFICERS' ASSOCIATION ("Association").

Article I. TERM

The term of this MOU shall be from December 2~~4~~6, 202~~3~~1 through December 31, 202~~5~~3.

Article II. REPRESENTATION

Section 2.01 Association is a recognized employee organization within the meaning of City's Employer-Employee Relations Resolution No. 4955.

Section 2.02 Association represents all regular classified service full and part-time City employees in the classifications of Police Records Specialist, ~~Senior~~ Police Records Specialist Supervisor, Property/Evidence Technician, Public Safety Dispatcher, Public Safety Dispatch Supervisor, ~~and~~ Animal Services Officer (ASO), and Community Service Officer.

Section 2.03 Regular Part-Time Employees

Regular part-time employees in the classifications represented by Association who work at least twenty (20) hours per week shall receive insurance, educational incentive, tuition reimbursement, and paid leave benefits provided for in this MOU on a pro-rated basis as follows:

(a) Part-time benefits (whether fifty percent (50%) or seventy five percent (75%) are assigned by City to employees who work in part-time positions when the regular position is authorized by City Council and those authorized benefits are the only benefits available to the individual filling the position.

(b) At full staffing levels, part-time employees who work additional hours are not eligible for additional benefits beyond what has been authorized by City Council.

(c) In the event that a part-time employee is assigned and actually works additional hours filling a vacancy in a regular position, the employee will be eligible to receive additional benefits as set forth by City's Temporary Employees Policy.

(d) Any additional benefits will begin at the start of the assignment and continue to accrue until the employee is reassigned back to his/her regular part-time hours.

Section 2.04 Meet & Confer Process

(a) Association is the only employee organization which is entitled to meet and confer with City on behalf of represented employees as outlined in Item 2.02 above.

(b) Representatives of City and Association have met and conferred, pursuant to the provisions of the Meyers-Milias-Brown Act and Resolution No. 4955, for the purpose of reaching agreement concerning all matters within the scope of representation for City employees in Association during the term of this MOU.

(c) An agreement has been reached.

(d) Association agrees that it will not attempt to meet and confer on any items within the scope of representation, as defined by the Meyers-Milias-Brown Act and City Resolution No. 4955, during the term of the MOU except as provided in the MOU.

(e) No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto, unless made and executed in writing by all parties hereto, and, if required, approved and implemented by City and Association.

Section 2.05 Maintenance of Membership

(a) Each employee who, on December 26, 2021, is a member in good standing of Association shall thereafter, as a condition of employment, maintain such membership for the duration of this MOU, to the extent of paying the periodic dues uniformly required by Association as a condition of retaining membership.

(b) No employee who is not a member of Association shall be required to become a member of Association as a condition of employment. Any such employee who becomes a member of Association shall maintain such membership for the duration of this MOU.

(c) Any employee who, on December 26, 2021, was a member of Association and any employee who subsequently becomes a member may, during the period beginning Nov 30, 2023 through December 31, 2023, resign such membership and thereafter shall not be required to be a member of Association as a condition of employment.

Section 2.06 Membership Dues

(a) Payroll deductions for the periodic membership dues, initiation fees and general assessments of the Association shall be made by the City on behalf of the Association from the paycheck of each employee whom the Association certifies has affirmatively consented to such dues deduction. The City shall remit the deducted membership dues to the officer(s) of the Association designated in writing by the Association. By December 1st each year, the Association shall inform the City of the amount of the bi-weekly dues to be deducted for the following calendar year, and also notify the City of any changes to the amount of Association dues during a calendar year.

(b) The Association will maintain individual employee authorizations for payroll deductions, signed by the individual from whose wages the deduction is to be made. The City shall rely upon written notification from the Association for any employee requests to cancel, initiate or change payroll deductions for dues. The Association will obtain and maintain voluntary written authorization for dues deductions. Dues deductions shall automatically renew unless written notice is provided by the Association.

(c) Deduction notification will be provided to the City's Payroll Division. Change, cancellation and deduction requests received by the City prior to the 15th of the month will be processed the first full pay period of the following month. Change, cancellation and deduction requests received by the City on or after the 15th of the month will be processed the second full pay period of the following month.

(d) The Association shall indemnify and hold the City and its agents and employees harmless from any cost, expense, fee or liability resulting from any threatened or actual claims, demands, lawsuits, or any other action arising from the operation of this Section 2.03 and from the use of such monies by the Association.

Section 2.07 Use of City Equipment

(a) Elected officers and members of Association may be granted limited privileges to utilize City owned equipment within the police facility as follows:

(b) Elected officers of Association may utilize the Police Department ("Department") E-Mail system to post official notices to its membership or conduct necessary official business that cannot be conveniently conducted in another fashion. Likewise, members may utilize this system to reply to notices or other necessary business.

(c) Elected officers of Association or their designates may utilize City telephones within the police facility to conduct official Association business for local calls only. All long distance or message unit calls must be made collect or with the use of a private phone credit card.

(d) Elected officers of Association or their designates may utilize City copy machines within the police facility to reproduce notices to its membership, other official correspondence using Association stationery, and copies of the MOU for distribution to its membership. Reproducing multiple copies of large documents or large quantities (more than twenty five (25) copies) of short documents may only be allowed with permission of the Chief of Police.

(e) Official business shall be defined as notifying members of Association meetings, Association activities, or other official communications such as preparing election ballots, correspondence, etc. Not included in official business are items such as actually voting on Association issues, lobbying or campaigning with respect to Association issues, expressing personal or political

views, making statements which are injurious to individuals or the police organization, or other similar transmissions.

(f) The Chief or his/her designate shall monitor these privileges during the term of this MOU. Should the Chief or his/her designate detect an abuse of these privileges, he/she shall notify Association's Executive Board and allow Association to be heard. If additional abuses are detected after having placed Association on notice, the Chief, or his/her designate, may unconditionally revoke these privileges.

Article III. EMPLOYEE COMMITMENT

Section 3.01 In consideration of the fair and reasonable provisions of this MOU, employees represented by Association, through their elected representatives, do hereby make the following pledges to City:

(a) Employees shall make every effort to minimize City costs on an on-going basis by encouraging optimum amount of work production from each of its members.

(b) Employees shall cooperate in every reasonable way to properly maintain and protect City property, equipment, and facilities.

(c) Employees shall adhere to all City Rules and Regulations. Specific attention shall be given to those regulations dealing with sick leave, time off, coffee breaks and punctuality. Every effort shall be made to maintain a good public image for each and all City employees. This is to be accomplished by maintaining good work habits and keeping busy at productive work during regular working hours.

(d) Employees shall use and follow safe working procedures in their day-to-day work routines. Each employee shall point out to his/her fellow workers any observed or unsafe condition or work procedure. Any observed unsafe condition or situation shall be immediately reported by employees to their supervisor. The intent is to protect fellow workers from any unnecessary injury and any potential liability for City.

Section 3.02 Employees shall make a special and continuing effort to maintain good and constructive relations with the general public, fellow employees, and City officials. Every effort will be made to be considerate and understanding of the other person's point of view, misunderstanding, or problem.

Section 3.03 Association shall assume a leadership role in carrying out the above pledges.

Article IV. MANAGEMENT RIGHTS

Section 4.01 The rights of City, as exercised by City Council and City administration, include, but are not limited to:

(a) The exclusive right to determine the mission of its constituent departments, commissions, and boards,

(b) Set standards of service, determine the procedures and standards of selection for employment,

(c) Direct its employees,

(d) Take disciplinary action,

(e) Relieve its employees from duty because of lack of work or other legitimate reasons,

(f) Maintain the efficiency of governmental operations,

(g) Determine the methods, means, and personnel by which government operations are to be conducted,

(h) Determine the content of job classifications, subject to any requirement to meet and confer or under current state law,

(i) Require that employees work overtime, and

(j) Exercise complete control and discretion over its organization and the technology of performing its work, except that any agreement between City and Association evidenced by a MOU pursuant Government Code § 3500 et.seq. shall take precedence over any of the above enumerated employee and management rights and that such MOU will be honored in good faith during the life of this MOU, subject to City's rights to determine when an emergency exists and to take all necessary action to carry out its mission in emergencies.

(k) Nothing in this Article VII shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in City by any law regulating, authorizing, or empowering City to act or refrain from acting.

Article V. DEFINITIONS

(a) The terms "Salaries", "Wages," or "Salary and Wages" shall mean the gross monthly base pay prior to any deductions.

(b) The term "Personnel Rules" as used in this MOU means those regulations titled City of Morgan Hill Personnel Rules, enacted as Resolution No. 6150, and thereafter and hereafter amended. Copies are available from Human Resources.

Section 5.02 Comprehensive MOU

Section 5.03 During the term of this MOU, City intends to develop a more comprehensive MOU including the addition and/or modification of many items as found in the current Personnel Rules. It is

understood City will meet and confer with Association regarding any proposed changes at the time these items are ready to be included in the MOU.

Section 5.04 In the event a conflict in interpretation between the Personnel Rules, as included by reference, and similar sections as contained in this MOU, the language in the MOU will be used for interpretation.

Article VI. SALARIES, WAGES & PAID BENEFITS

Section 6.01 The Salaries and Wages paid by the City to all employees represented by the Association will be in accordance with the job classifications they hold with pay rates to be increased by four percent (4%) effective the pay period ~~including~~ December 2~~4~~6, 2023~~1~~. (Exhibit A).

Section 6.02 The Salaries and Wages paid by the City to all employees represented by the Association will be in accordance with the job classifications they hold with pay rates to be increased by ~~two and one half~~four percent (~~4~~2.5%) effective the pay period ~~including January 1, 2023~~December 22, 2024. (Exhibit B).

Section 6.04 Holiday Pay

(a) Holiday Pay shall be six and one half percent (6.5%) of an employee's base hourly salary for those employees with the classification of Public Safety Dispatcher. With the exception of the classifications of Public Safety Dispatcher who receive Holiday Pay, City will observe the following holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve and Christmas Day.

(b) Employees not eligible to receive holiday pay will receive one (1) half (.5) day holiday to be used during the City furlough period. City will maintain minimum staffing levels on these days and the Chief or his/her designee will determine which half (.5) day the employee may take off.

(c) Each employee not eligible to receive Holiday Pay will receive two (2) floating holidays each fiscal year to be used during the fiscal year and to be approved by the Chief or his/her designee.

Section 6.05 Other Pay

(a) Full-time employees called back to work outside their regular work shift shall be compensated for a minimum of two (2) hours at time and one half (1.5) of their regular pay rate. Part-time employees called back to work outside their regular work shift shall be compensated for a minimum of two (2) hours at their regular pay rate.

Section 6.06 **Out of Class Pay**

(a) Whenever an employee is temporarily assigned by their supervisor to work in a higher classification and assumes the full range of the duties of the higher classification for a period of more than one hundred twenty (120) hours, the employee shall be entitled to Out- of- Class Pay on the one hundred twenty first (121st) hour of assignment if:

(i) the assignment is for a limited duration,

(ii) will not and does not exceed 960 hours in a fiscal year and

(iii) is to a position in a higher class that is vacant during recruitment for a permanent employee (i.e. does not include a vacancy due to an employee on leave). Out of Class Pay shall be at the pay step in the higher class closest to but no less than five percent (5.0%) higher than the employee's base pay and is intended to be PERSable compensation under Government Code section 20480. To qualify as Out- of -Class Pay rather than Higher Class Assignment Pay (see section 6.09), the assignment must be approved by the Department Head's designee and the Human Resources Division.

(b) Having once satisfied the one hundred twenty (120) hour qualifying requirement, any subsequent qualifying Out of Class assignment to the same higher classification during the employee's employment with the City shall be compensated at the pay step in the higher classification closest to but not less than five percent (5.0%) higher than the employee's base pay beginning with the first hour of that reassignment.

(c) Once an employee has worked Out of Class for three hundred twenty (320) hours in a fiscal year, any subsequent Out of Class hours worked in the same higher classification during that fiscal year will result in the employee being paid seven and a half percent (7.5%) Out of Class pay for each hour worked over 320

(d) Hours worked in a Higher-Class Assignment under Section 6.07 shall qualify as hours worked toward qualifying for Out of Class pay under this Section 6.06.

Section 6.07 Higher Class Assignment Pay

(a) A supervisor may assign in writing an employee to work in a higher class and receive "Higher Class Assignment Pay" if the employee will assume the full range of duties of the higher classification for more than one hundred twenty (120) hours and does not qualify for Out of Class Pay. The employee will be eligible for Higher Class Assignment Pay starting with the one hundred twenty first (121st) hour of the assignment at the pay step in the higher class closest to but no less than

five percent (5.0%) higher than the employee's base pay. Higher Class Assignment Pay is not PERSable compensation under Government Code section 20480.

(b) Having once satisfied the one hundred twenty (120) hour qualifying requirement, any subsequent qualifying Higher-Class Assignment to the same higher classification during the employee's employment with the City shall be compensated at the pay step in the higher class closest to but no less than five percent (5.0%) higher than the employee's base pay beginning with the first hour of that reassignment.

(c) Once an employee has worked in a Higher Class Assignment for three hundred twenty (320) hours in a fiscal year, any subsequent Higher Class Assignment hours worked in the same higher classification during that fiscal year will result in the employee being paid seven and a half percent (7.5%) Higher Class Assignment Pay for each hour worked over 320.

(d) Hours worked in an Out of Class Assignment under Section 6.06 shall qualify as hours worked toward qualifying for Higher Class Assignment Pay under Section 6.07.

Section 6.08 Breaks and Meal Periods

(a) Except in the case of emergencies, employees shall receive a meal period after four (4) hours of time worked. Employees working less than a twelve (12) hour shift shall be entitled to two (2) fifteen (15) minute breaks and one (1) thirty (30) minute meal period during the shift. The thirty (30) minute meal period for Public Safety Dispatchers and ASOs shall be a paid meal period, during which time they shall be available for duty. Public Safety Dispatchers are required to request coverage from the appropriate supervisor twice per shift for their fifteen (15) minute breaks. Employees may be entitled to three (3) fifteen (15) minute breaks when working a twelve (12) hour shift. Employees not receiving paid meal periods may request to take the fifteen (15) minute breaks in conjunction with the thirty (30) meal period, workload permitting, at the discretion of the supervisor.

(b) Any employee required to work more than sixteen (16) hours within a twenty four (24) hour period shall be entitled to an eight (8) hour rest period prior to returning to work. If any portion of the eight (8) hour rest period occurs during the employee's regular scheduled work hours, the employee shall receive normal compensation for that time. This section shall not apply in the case of emergencies.

Section 6.09 Bilingual Pay

(a) Association employees identified by the Chief or his/her designee to use Spanish, ~~or~~ American Sign Language and other languages based on need ~~in~~ according to their work and who are certified shall receive ~~the following compensation~~a monthly stipend of five hundred dollars ($500).~~:~~

~~(i) Employees hired prior to June 30, 2013 shall receive five percent (5%) of their base salary. On July 1, 2013, that amount will be calculated and converted to a fixed amount or one hundred and fifty dollars ($150.00), whichever is greater.~~

~~(ii) Should there be subsequent adjustments to base salaries, the amount determined on July 1, 2013 shall remain the fixed in perpetuity.~~

~~(iii) Employees hired on or after July 1, 2013 shall receive a monthly stipend of two hundred dollars ($200.00).~~

(b) The certification process shall be completed by a provider contracted by Human Resources or a three (3) person panel established by Human Resources to determine conversational competence. Employees shall be subject to recertification effective on or after December 24, 2023 and every two (2) years unless the certification is waived by City.

(c) An eligible employee may request to be tested for bilingual certification at any time.

Section 6.10 Training Pay

(a) Individuals in the classification of Public Safety Dispatcher who are assigned to train new employees in that classification shall receive additional compensation of five percent (5%) of base pay during the hours that a Public Safety Dispatcher is training a new Public Safety Dispatcher.

Section 6.11 Shift Differential

(a) A five percent (5%) solo shift differential will be paid to the Public Safety Dispatcher classification during the hours that a Public Safety Dispatcher is working alone. Solo Public Safety Dispatcher is defined as Public Safety Dispatchers who are not working with another employee who has been signed-off to work independently in the Communications Center.

Section 6.12 Court Pay

(a) Court Pay is paid at a four (4) hour minimum at the employee's overtime hourly rate. Such pay is recognized as any court assignment worked which is not contiguous with a regular shift.

(b) The minimum an employee can receive for a court appearance cannot cause the employee to receive a rate of pay which overlaps into their regular shift. The time between the start of the court appearance and the start of the scheduled shift shall be paid as governed under the City's overtime policy and the employee will be required to report to work. The same overlap rule applies for a court appearance which begins within thirty (30) minutes time of the end of a regular shift.

(c) Employees shall be compensated for travel time. Travel time is any time in excess of the time the employee spends going to and from a court appearance. If the sum of the travel time and the

court appearance does not exceed the four (4) hour minimum paid for court appearances or if the time overlaps into the employee's regular shift, no additional overtime compensation will be paid. Normal commute is defined as the time necessary for an employee to travel from their residence to the Morgan Hill Police Department based on the distance, prevailing commuter speeds, and congestion. Employees are not required to drive a City vehicle to court, but may be provided a City vehicle for out of County travel, if available. Employees will be reimbursed at the current IRS rate for use of their personal vehicle when making in-County or out-of-County court appearances.

(d) Except as provided herein, employees receiving overtime Court Pay shall not receive reimbursement for meals nor will they receive Overtime Pay for court meal recesses. Employees held over through a court lunch recess, but then released from court immediately following the recess, shall receive overtime pay for the lunch recess, not to exceed one (1) hour.

(e) Only one (1) four (4) hour minimum compensation for an off duty court appearance will be paid per day. If additional off duty court appearances are required beyond the time covered by the four (4) hour minimum, the employee shall be paid at the overtime rate for actual hours worked as governed by the City's overtime policy.

(f) In the event that employees are assigned by the Police Chief or his/her designee to remain on call for the purposes of court standby, the employees shall receive one quarter (1/4) straight time pay for every hour on standby with a two (2) hour minimum and an eight (8) hour maximum per court day.

(g) As referred to in this MOU, court standby is defined as time in which the off duty activity of an employee covered by this MOU is restricted due to the inevitability of the employee having to respond to court within the succeeding twenty four (24) hours.

(h) The Police Chief or his/her designee shall be responsible for informing appropriate court officials of the above stated court standby procedure and any conflicts resulting from the procedure.

Article VII. HOURS OF WORK AND OVERTIME

Section 7.01 Hours of Work

(a) For the purposes of calculating overtime, compensatory time off ("CTO"), and defining payroll periods, the established work week is 12.01 a.m. Sunday morning to 12:00 midnight the following Saturday night.

(b) The work day, for pay purposes, shall be a twenty four (24) hour period commencing with the beginning of the employee's regularly scheduled shift.

(c) Alternative work schedules for Association employees may be approved pursuant to City's Alternate Works Schedules Policy. For employees in the full-time classification of Public Safety

Dispatcher, the normal work schedule shall be forty (40) hours . Regular part-time employees shall work half of the weekly full-time schedule as defined for their classification. Should the normal work schedule need to be modified in terms of days or shift hours by the Chief to facilitate the needs of City, such modification in normal work schedules will be discussed with Association representatives as to methods for changing or rotating assignments prior to any change. The affected employee shall be notified at least fourteen (14) full working days prior to any change.

Section 7.02 Overtime

(a) The Chief retains the right to make any special exceptions to the above schedules. If at any time it becomes evident to the Chief that the most efficient use of staffing to meet the workload demands of the community is not being met, the Chief reserves the right to modify work schedules on a temporary or permanent basis. City will attempt to give the affected employee as much notice as possible, but at least three (3) full working days notice prior to the effective date of any schedule change, except in cases of emergencies.

(b) Overtime/CTO is defined as one and a half (1.5) times an employee's total hourly salary. Overtime/CTO is paid in fifteen (15) minute increments for time exceeding seven and a half (7.5) minutes more than the employee's normal work shift, provided the employee has worked an eight (8) hour or more work shift or any work time in excess of the forty (40) hour work week, unless additional hours are worked as a result of a shift change.

~~(b)~~(c) Employees working more than twelve (12) hours consecutive shall receive double time for hours worked beginning on the thirteenth (13th) hour of work.

~~(c)~~(d) All such time must be approved in advance by the employee's supervisor or the Chief. Time spent on paid sick leave, disability leave, vacation leave, military leave, CTO, or other authorized paid leave shall be deemed time worked for the purposes of this MOU.

~~(d)~~(e) The priority of overtime selection for both the Public Safety Dispatcher classification and the Public Safety Dispatcher Supervisor classification shall be:

(i) Temporary ("Temp") employees (either working in a non-budgeted position or working on an hourly basis with no benefits).

(ii) Regular Part-time employees

(iii) Regular Full-time employees

~~(e)~~(f) Employees will have the option of receiving either paid overtime or CTO. The CTO accrual limit shall be one hundred sixty (160) hours.

~~(f)~~(g) During emergency situations that require Emergency Operation Center ("EOC") activation (floods, earthquakes, severe storms, etc.), City reserves the right to require that all overtime be compensated in pay and not CTO.

~~(g)~~(a) ~~Employees may elect to contribute via payroll deduction to the City's deferred compensation plans. Employees' contributions can be a lump sum contribution or a percentage of base wages.~~

~~Employees must submit a completed deferred compensation enrollment/change form to the Human Resources Office for changes in their deferred compensation contributions. Changes shall be effective the second full pay period following receipt by Human Resources of the applicable deferred compensation enrollment/change form.~~

Section 7.03 Temporary or Alternate Work Schedule

(a) For those employees classified as Public Safety classification, a temporary alternate work schedule may be invoked based upon staffing vacancies and needs of the City.

(b) Prior to invoking a temporary work schedule, all Public Safety Dispatchers shall be given the opportunity to review alternatives and provide input with respect to a preferred schedule.

(c) While a mutually agreeable schedule is the goal, the Chief, upon approval of the City Manager, shall have the final authority to make the determination of the actual temporary work schedule to be implemented.

(d) Temporary work schedules may be non-traditional in form, such as a twelve (12) hour work day with more than two (2) days off each calendar week. However, all hours worked in excess of forty (40) hours per week shall be compensated at the current overtime rate (either with paid overtime or CTO). Hours worked forty (40) hours or less shall be compensated at the employee's normal straight time hourly rate.

(e) Upon mutual agreement of City, the Chief and employees in the classification of Public Safety Dispatcher, the recommended fourteen day (14) notice prior to implementation of a temporary alternate work schedule may be waived.

(f) If Association wishes to meet and confer regarding the termination and/or possible continuation of the temporary alternate work schedule at the time City is considering reverting back to the normal schedule, City agrees to meet and confer to discuss Association's concerns prior to reverting back to the normal work schedule.

Section 7.04 Shifts

~~(a) During the first six months of the contract term, the parties agree to meet and confer regarding a transition to 12-hour shifts, and reducing or eliminating solo time. The parties will further meet and confer regarding night shift differential pay during this six month period.~~

~~(b) Regular shifts for employees in the classification of Public Safety Dispatcher shall be as follows:~~

~~(i) Shift A: any shift beginning 5AM to 10AM~~

~~(ii) Shift B: any shift beginning 11AM to 4PM~~

~~(iii) Shift C: any shift beginning 5PM to 9PM~~

Qualification to Bid

Dispatchers are considered qualified to bid if the following conditions are met:

1. Must be a full duty worker and off training by shift change. For those classified as a modified worker (personnel with any type of work restriction or on any type of leave of absence), the Support Services Manager must receive notice and/or medical clearance, if applicable, three business days before the shift bids are distributed. The Support Services Manager will ensure that any employees on leave are notified of this requirement with ample notice. Once the shifts are posted, the Support Services Manager must be notified immediately of any changes to an employee's full duty work status that occurs before the time of the actual bid.
2. Dispatchers on a leave of absence at shift change who have a scheduled return date of two months or less

~~(c)~~(a) Shift selection for those full-time employees in the classification of Public Safety Dispatcher shall be by seniority as follows:

(i) Public Safety Dispatchers shall select two (2) shifts. Each shift shall be for a six (6) month period, beginning the second pay period of January and July, respectively.

(ii) In October, the Police Support Services Manager shall publish a blank schedule indicating the available shifts to be selected for the following calendar year. At least twenty (20) days prior to becoming effective, the approved schedule shall be posted.

(iii) For the purpose of Public Safety Dispatcher shift selection, seniority is based on date of hire as a regular employee in the Public Safety Dispatcher job classification. Seniority shall take precedence in resolving scheduling selections.

~~(d)~~(b) Public Safety Dispatchers shall not be required to rotate shifts during the term of this MOU.

~~(e)~~(c) The Police Support Services Manager, or designee, may elect to administratively assign a Public Safety Dispatcher to a specific shift for the good of the organization. Examples may include, but are not limited to, long-term personnel shortage, career enhancement of probationary employee, or special assignments.

~~(f)~~(d) In the event a shift becomes available outside of the normal bidding process (vacancy), the Support Services Manager may either administratively assign or post shifts for bidding.

(i) If posted for bidding, any qualified dispatcher may petition to rotate to the newly vacated shift. In the case of multiple petitions, the dispatcher with the most seniority will be selected.

(ii) Any dispatcher who changes shifts shall retain approved time off. The department bears no responsibility for shift trades.

~~(g)~~(e)

Article VIII. ~~HEALTH~~ BENEFITS

Section 8.01 City will contribute to the premiums of the City's medical, dental, and vision health plans as follows:

(a) For employees with family coverage, up to $2,~~215~~593.49/month in 202~~42~~ and up to

$2,723.16~~326~~/month in 2025~~3~~.

~~(b)~~ For Employees with employee plus one coverage, up to $~~1,785~~2,089.51/month in 2024~~2~~ and up to

~~(c)~~(b) $~~1,874~~2,193.99/month in 2025~~3~~.

~~(d)~~(c) For employees with employee only coverage, up to $983.43~~840~~/month in 2024~~2~~ and up to $~~882~~1,032.60/month in 2025~~3~~.

~~(e)~~(d) Employees not using the entire benefit amount shall be entitled to use one hundred percent (100%) of the surplus amount for optional benefits or for participating in medical reimbursement or dependent care expense accounts. If employees do not use their one hundred percent (100%) surplus for optional benefits, it will be added to their salary as taxable income.

~~(f)~~(e) Employees who ~~wa~~ annually provide proof of alternative coverage may waive enrollment in City medical, dental and vision insurance programs and receive a taxable cash in lieu payment of $715 a month. Amounts received as cash in lieu shall be included in the employee's overtime rate only so long as, and to the extent, required by law.

(f) Effective in December 31, 2021, the amounts the City is obligated to contribute shall be

converted to the identical flat dollar amounts and the formulaic approach used to determine the City's contribution obligations in 2019, 2020 and 2021 shall be null and void and no longer in effect for subsequent plan years. Effective starting in December 2021, employees enrolled in the employee only category shall no longer be eligible to use any surplus amounts in excess of their premium amounts . Any change to these flat dollar City contribution obligations in years after 2021 shall occur only via negotiated agreement of the City and CSOA. The deductions are effective the first paycheck in December.

Section 8.02 Employee Assistance Program

(a) City agrees to provide, at its expense, one hundred percent (100%) of the premium cost per employee for enrollment in the Employee Assistance Program as presently constituted.

Section 8.03 Retirement Medical

(a) All employees shall have the option of continuing their current medical insurance at the employee's own cost after retirement. This option can continue as long as there is no lapse in coverage and so long as the employee pays the monthly premium to the California Public Employees Retirement System ("CalPERS") or to the Finance Department as per their billing requirements. The minimum employer contribution for calendar year 2022 will be $149 per month. The calendar year 2023 rate has not been determined.

Section 8.04 The CalPERS Health Benefits Program shall remain in effect for the term of this MOU.

Section 8.05 **Long Term Medical Care Program**

(a) City agrees to provide, at its expense, one hundred percent (100%) of the premium cost per employee for enrollment in the basic Long Term Medical Care Program.

Section 8.06 Short Term Disability Program

(a) For the term of this MOU, City will maintain a short term disability program for all employees represented by Association. The coverage for the short term disability program will be sixty six and two thirds percent (66-2/3%) of salary up to a maximum of nine hundred eighty three dollars ($983.00) per week with duration of eight (8) weeks and the elimination period of eight (8) days. The employee must be totally disabled to qualify for benefits. Per program requirements, maternity benefits are included in the short-term disability coverage. City will continue to pay one hundred percent (100%) of the costs involved with this program.

Section 8.07 Long Term Disability Program

(a) For the term of this MOU, City will maintain a long term disability program for all employees represented by Association. The amount of monthly coverage for the long term disability will be sixty six and two thirds percent (66-2/3%) of the first six thousand dollars ($6,000.00), or a maximum benefit paid of four thousand dollars ($4,000.00) per month, of the employee's monthly earnings reduced by any deductive benefits. The maximum benefit period is to age sixty

five (65) or twelve (12) months, whichever is longer. The elimination period is sixty (60) days of total disability. Employees may be eligible for some benefits for partial disability as outlined in the plan documents. City will continue to pay one hundred percent (100%) of the costs involved with this program.

Section 8.08 Life Insurance

(a) For the term of this MOU, City will maintain a life insurance program for each employee represented by Association in the amount of one hundred thousand dollars ($100,000.00). This amount decreases when the employee reaches ages sixty five (65), seventy (70), and seventy five (75). This amount will be paid to the employee's beneficiary upon the death of the employee as outlined in the program documents. The City will continue to pay one hundred percent (100%) of the cost involved with this program. The City will provide the ability for employees to buy additional life insurance through the flexible benefits program.

Section 8.09 Hepatitis-B Shots

(a) City agrees to provide Hepatitis-B shots for represented employees.

(b) If the employee selects a medical plan which provides this benefit, employees in these classifications must get the shots through their medical plan.

(c) If not covered by their group medical plan, employees wishing to receive the Hepatitis-B shots must submit a written request to the Human Resources Office. The Human Resources Office will contact the medical office currently being used for City medical examinations to set up the first appointment.

(d) Charges for Hepatitis-B shots for these employees pursuant to 6.47B above will be paid by City.

Section 8.10 Deferred Compensation

(a) City shall contribute two percent (2%) of an employee's base salary to a 457 Deferred Compensation plan per pay period. Employees may elect to contribute via payroll deduction to the City's deferred compensation plans. Employees' contributions can be lump sum contributions or a percentage of base wages. Employees must submit a completed deferred compensation enrollment/change form to the Human Resources Office for changes in their deferred compensation contributions. Changes shall be effective the second full pay period following receipt by Human Resources of the applicable deferred compensation enrollment/change form.

~~plans. Employees' contributions can be a lump sum contribution or a percentage of base wages.~~

~~Employees must submit a completed deferred compensation enrollment/change form to the Human Resources Office for changes in their deferred compensation contributions. Changes shall be effective the second full pay period following receipt by Human Resources of the applicable deferred compensation enrollment/change form.~~

Article IX. UNIFORMS

Section 9.01 Uniform Allowance

(a) The City shall pay an annual uniform allowance to employees in the Police Records Specialist, ~~Senior~~ Records Specialist Supervisor, Animal Services Officer, Property/Evidence Technician, Public Safety Dispatcher Supervisor, ~~and~~ Public Safety Dispatcher and Community Service Officer , classifications of eight hundred ten dollars ($810.00) and to employees in the Animal Services Officer classification of one thousand one hundred sixty dollars ($1,160.00) payable in one payment on or about July 1st. The City will pay a one-time allowance of eight hundred ten dollars ($810.00) (one thousand one hundred sixty dollars ($1,160.00) for Animal Services Officer) at the time of hiring for the purposes of purchasing the necessary uniforms. If personnel are assigned to a special assignment, City agrees to provide necessary uniforms. CSO's assigned to specialized units will have their initial set of Class B uniforms purchased by the department. m Regular part-time employees shall receive one half of the uniform allowance amounts listed herein, including the one-time allowance upon hire. Regular part-time employees regularly working three (3) or more days per week will receive the full uniform

allowance.

Section 9.02 Replacement Schedule

(a) City shall pay for the replacement of uniforms damaged due to the performance of job duties on a prorated basis, based on the age of the uniform and upon recommendation of the Chief or his/her designee. The useful life of uniform items for the purpose of this section shall be assumed as follows:

(i) Uniform shirts/pants - Two (2) years

(ii) Uniform jackets - Five (5) years

(iii) Uniform hats (Animal Services Officer) - Five (5) years

(b) If available, employees shall provide receipts establishing the date of purchase. Authorized personal property such as watches, glasses, etc. damaged due to the performance of job duties shall be replaced up to a seventy five dollar ($75.00) (one hundred twenty five dollar ($125.00) for prescription glasses) limit upon the recommendation of the Chief or his/her designee. However, no reimbursement shall be made for personal property which the employee is using on a voluntary basis in lieu of an item which has been provided by City.

Section 9.03 City shall provide safety equipment that meets Department standards as outlined in the Police Department Policy Manual.

(a) City will continue to provide pepper spray training and equipment for employees assigned to field duties.

(b) Newly hired uniformed personnel, at time of hire, will have their safety equipment including (where applicable) gun, baton, handcuffs, flashlight, rain gear, leather, and related equipment furnished by City as per Department specifications. City will repair or replace existing safety equipment owned by personnel hired before July 1, 1997 as they are damaged, worn out, or as Department specifications change, not to exceed the cost of City provided safety equipment.

(c) City shall provide a Threat Level III protective vest, including shock plate, to all Animal Services Officers. City shall replace a vest after it has been in service for five (5) years, has been compromised, or is otherwise unserviceable per industry standards. Animal Services Officers in an assignment that requires them to wear a uniform must wear the City issued protective vest at all times. Animal Services Officers in a non-uniform assignment are not required to wear a vest at all times while on duty, but shall maintain the vest in an accessible location and should wear the vest when engaged in planned, high risk events.

Article X. **WATCH SWAP**

A “Watch Swap” is a voluntary agreement between two (2) employees to trade a specific and equal number of work shifts. When one employee agrees to work for another, the second employee must

reciprocate by working an equal amount of time for the first employee. When a trade is agreed upon and reciprocated, both involved employees will have accounted for two thousand eighty (2080) base work hours per year.

Section 10.01 Employees may negotiate Watch Swaps among their peers provided that:

(a) The involved employees complete the Watch Swap Request at the bottom of the overtime form at least one (1) working day prior to the swap,

(b) The Supervisor for the affected shift approves the request, and

(c) The trade is among employees of a same job classification.

(d) The regularly scheduled employee shall code his/her time sheet as if he/she had worked.

(e) The reverse portion of the Watch Swap may occur at any time at the employee's discretion provided that the steps listed above are also followed for the reverse portion of the Watch Swap. The reverse portion of the Watch Swap is the sole responsibility of the two involved employees. No employee shall have any recourse with the Department for failure to pay back a shift or for working in excess of eighty (80) hours per pay period without overtime in which a Watch Swap was negotiated.

(f) Watch Swaps are intended to be a convenience for the regularly scheduled employee and it is the sole responsibility of the regularly scheduled employee to ensure that his/her replacement reports to work. If, for any reason, the replacement employee fails to appear for duty, the regularly scheduled employee will be ordered back to work or, if that is not possible, will be considered to have taken the day off without pay. Since Watch Swaps are usually the result of inadequate staffing to allow the employee to take time off by other means, the regularly scheduled employee may not account for the missing time by use of sick leave, CTO, or the like.

(g) The supervisor shall not approve a Watch Swap for the purposes of allowing the regularly scheduled employee to work an overtime assignment the same day. The supervisor may disapprove Watch Swap requests due to operational needs. Examples may include days on which there are planned special events that require maximum available staffing, etc.

(h) The Chief may evaluate this process from time to time and may suspend this process if it becomes apparent that employees are failing to honor Watch Swap commitments.

Article XI. EDUCATION AND TUITION BENEFITS

Section 11.01 Education Incentive Pay Program

(a) All employees who have completed their original probationary period shall have the option of participating in the Education Inventive Pay ("EIP") Program.

(b) Rates of pay for the EIP Program shall be:

a. Five percent (5%) - Intermediate P.O.S.T. Dispatch Certificate and/ or A.A. or A.S. Degree.

b. Seven-and one-half percent (7.5%)- Advanced P.O.S.T. Dispatch Certificate and/ or B.A. or B.S. Degree.

~~**Section 11.02 Employees Previously on Longevity**~~

~~A. Effective October 1, 1989, City's Longevity Pay Program will be placed entirely with a special EIP program for only those employees still on the Longevity Pay Program as of that date. The terms of this special program will be as follows:~~

~~1. All eligible employees shall be converted to the special EIP program at the same pay as they enjoyed under the Longevity Pay Program. No employee will be allowed to begin receiving longevity pay who is not already receiving such pay prior to October 1, 1989. This special educational incentive program assumes that these employees will continue to re-qualify under theCity's existing EIP program guidelines for continued receipt of EIP.~~

~~2. An employee previously on the longevity pay program may use this special EIP program or they may convert at any time they choose to the regular EIP program outlined in this article. This is a one-way conversion. Once an employee elects the regular EIP program, he/she may not return to this special EIP program.~~

~~3. Employees covered under the previous longevity program may advance on their anniversary date to the various pay levels of five percent (5%) after ten (10) years service, seven and one half percent (7.5%) after fifteen (15) years of service, and ten percent (10%) after twenty (20) years of service.~~

Section 11.03 Tuition Reimbursement

(a) City shall provide a tuition reimbursement program of up to one thousand five hundred dollars ($1,500.00) per fiscal year (July 1 through June 30) for the cost of books and tuition for classes beneficial to the employee's career development. All classes must be approved in advance by the Chief. Reimbursement will take place upon a successful completion or passing of the course.

Article XII. TYPES OF LEAVE

Section 12.01 Sick Leave Accrual

(a) Sick Leave credit shall be accumulated on the basis of eight (8) hours per month. The employee's accumulated sick leave is unlimited.

(b) City will pay twenty five percent (25%) of unused sick leave at the end of each calendar year. This payment will be based on semi-annual calculations, made on June 1 and December 1 of each year. The balance of sick leave will be added to the employee's accumulated sick leave.

(c) The twenty five percent (25%) payout will not be calculated or paid to any employee absent from

work on a work related injury which is being covered by workers' compensation.

(d) Upon retirement, one hundred percent (100%) of the employee's unused sick leave balance will be credited to the employee's retirement eligibility. This amount would then be converted into time in service and added to the employee's retirement eligibility. (Reference - City contract with CalPERS, Section 20862.8).

(e) Employees shall be allowed to utilize two (2) complete shifts of personal leave per fiscal year chargeable to sick leave. Use of these two (2) personal leave days cannot be unreasonably denied ,provided no more than two shifts will need to be covered. Employees shall be credited with personal leave hours, however, only two (2) shifts of personal leave days may be taken and any remaining hours will not carry over into the next fiscal year.

Section 12.02 Extended Leave Policy

(a) In the event an employee is absent from work for illness or injury, unless notified otherwise, prior to the end of the affected pay period, the time off will be coded and deducted from accumulated sick leave, accumulated comp time, and accumulated vacation time, in that order. If a determination is subsequently made by City that the injury was job related all sick leave, CTO, and vacation time used to cover the leave will be credited back to the employee in an amount upto the workers' compensation determination. The amount of compensation from City may needto be offset by payments received from workers' compensation. At no time shall the employee receive compensation and workers' compensation payment in excess of their normal pay. Employees with non-sufficient time off credited to them will be coded on payroll as absent without pay.

Section 12.03 Bereavement Leave

(a) Employees shall, per occurrence, be allowed time off in the event of a death in their immediate family, father, mother, brother, sister, spouse, natural or legally adopted child, stepchild, in-laws, grandparents, and grandchildren. Up to three (3) days of such leave shall beallowed where the death and service are within the state of California and up to five (5) days where the death or service is outside the state. Usage of this leave shall not be charged against the employee's sick leave or vacation. An additional two (2) days of leave may be taken at the same time and deducted from the employee's accumulated sick leave. This leave will not affect the twenty five percent (25%) cash out of sick leave for the same calendar year.

Section 12.04 Release Time

(a) City shall provide release time for any one (1) Association officer of the employee's choosing for grievance procedures only.

(b) City shall provide release time for three (3) Association employees for attendance at formal meet and confer sessions.

(c) Employees requesting release time shall make the request to their supervisor at least five (5) business days prior to the time requested (Monday through Friday).

Section 12.05 Vacation and Compensatory Time Off Accrual as follows:

(a) Eighty (80) hours per year from the date of hire through the second (2nd) year of employment.

(b) Eighty eight (88) hours vacation during the third (3rd) year of employment.

(c) One hundred four (104) hours vacation during the fourth (4th) year of employment.

(d) One hundred twelve (112) hours vacation during the fifth (5th) year of employment.

(e) One hundred twenty (120) hours vacation during the sixth (6th) year of employment.

(f) One hundred twenty eight (128) hours vacation during the seventh (7th) year of employment.

(g) One hundred thirty six (136) hours vacation during the eighth (8th) year of employment.

(h) One hundred forty four (144) hours vacation during the ninth (9th) year of employment.

(i) One hundred fifty two (152) hours vacation during the tenth (10th) year of employment.

(j) One hundred sixty (160) hours vacation after the tenth (10th) year of service.

(k) Maximum accumulation of vacation shall be no more than that earned for two (2) years. This vacation accumulation maximum shall be enforceable on June 30th of each year. Employees may exceed the maximum prior to June 30th.

(l) Any employee who has more than two (2) years annual accrual on the books on July 1st shall have their vacation accrual subsequently reduced until vacation usage drops the maximum accrual below two (2) years accrual maximum.

(m) City guarantees that during the term of the contract that no employee will lose vacation accrued if the employee follows Departmental guidelines for requesting time off.

(n) An employee may submit an Irrevocable Cash-Out Declaration Form to cash out up to eighty (80) hours of accrued vacation and/or comp time in the following calendar year. To be effective, the Form must be received by payroll no later than December 1st of the year prior to the calendar year in which the employee wishes to cash-out vacation and/or comp time. It is understood that an employee using vacation or comp time shall always use vacation or comp time earned in prior years first before using vacation or comp time earned in the current year.

(i) The employee shall specify the pay period in the following calendar year in which the employee wishes the cash-out to occur. If no pay period is specified, the City shall process and pay the cash-out request in the pay period including November 1st. Employees are responsible for ensuring a sufficient balance of available accrued vacation and/or comp time on the date of the

requested cash-out. Accrued comp time shall be cashed out first and then accrued vacation once an accrued comp balance is exhausted. If there is an insufficient balance, the maximum available up to eighty (80) hours will be cashed out.

(o) As part of the City's open enrollment packet each year, the City will provide all employees with a copy of the Irrevocable Cash-Out Declaration form and a reminder of the deadline for submission of the Form.

Article XIII. VACATION/TIME OFF REQUESTS

Section 13.01 Preferred Vacation for Public Safety Dispatchers

(a) All Public Safety Dispatchers may submit a request once a year for consideration of approval of an annual preferred/secondary vacation. All vacation sign-ups will be completed in order of seniority. The preferred vacation request sign-up shall begin immediately after the completion of shift selection, for vacation time during the next calendar year.

(b) Employees may not use vacation hours exceeding their annual vacation accruals (maximum 160 hours) based on years of service for their preferred vacation bids. Preferred vacation must be requested in increments of forty (40) hours. Employees should be mindful of their irrevocable cash-out and how that will impact their individual leave balances. It is the employee's responsibility to ensure they have adequate time in their leave banks at the time of the vacation.

(c) Each Public Safety Dispatcher will have forty-eight (48) hours in order to sign-up for preferred vacation. Once the dispatcher's bid has been made, the forty-eight (48) hour period for the next most senior dispatcher will begin.

(d) Only one (1) Public Safety Dispatcher at a time may be on vacation time off unless it does not adversely affect staffing.

(e) Vacation sign up shall not exceed four (4) consecutive weeks unless specifically authorized by the Support Services Manager.

(f) Once all Preferred Vacation sign ups have been completed, a secondary sign-up will be posted, displaying only the remaining available time slots. The second vacation bid is for situations where a dispatcher may elect to split their time and would like to make a second selection for another time that is not consecutive to the first selection.

(g) Vacation bids are not considered finalized until the Dispatch Supervisor authorizes the submission, which will be completed within twenty-four (24) hours of selection.

(h) A Public Safety Dispatcher who fails to request a preferred vacation or who does not take a preferred vacation which has been approved shall lose any right to a preferred vacation until the next sign-up period.

(i) All Public Safety Dispatchers shall be included in the sign-up for the preferred vacation schedule.

Section 13.02 A schedule of approved preferred vacation requests will be posted by December 15th.

Section 13.03 Other Requests for Vacation/Compensatory Time Off

(a) Requests may be submitted at any time within one (1) year of the date to be taken off. Requests that are not initially approved may be resubmitted within four (4) months or less of the start date for the time off request for consideration of approval. The Department shall review these requests and either approve or disapprove them within five (5) business days from the date submitted. Once approved, the vacation/CTO will be posted on the vacation schedule.

(b) The Department will review requests for vacation/CTO other than preferred vacation with the intent of granting time off whenever practical, based on operational efficiency.

(c) If a vacation/CTO request has been approved more than fourteen (14) days prior to the start of the time off, the Public Safety Dispatcher Supervisor will post a voluntary overtime sign up to fill any vacancies on the schedule created by the approved time off.

(d) If unfilled vacancies exist seven (7) days prior to the commencement of the approved time off, the Public Safety Dispatcher Supervisor will assign employees based on worked overtime hours. If there is an equal number of hours worked determination will be made using reverse seniority to work overtime to cover the unfilled vacancies which result from the approved time off.

(e) Any employee assigned an overtime shift to fill a vacancy is responsible for that shift - not the employee whom normally would work that shift but was granted time off.

Article XIV. MISCELLANEOUS BENEFITS

Section 14.01 Pension

(a) For employees hired on or before January 1, 2013 and "Classic Employees" as defined in Government Code section 7522.02(c) of the Public Employees Pension Reform Act ("PEPRA"), hired on or after January 1, 2013, City agrees to continue its miscellaneous contract with CalPERS for all applicable retirement benefits in effect on July 1, 2007 which will provide the single highest year and the "2.5% @ 55" basic retirement formula.

(b) For employees that are considered "New Members," as defined in Government Code section 7522.04(f) of PEPRA, hired on or after January 1, 2013, the miscellaneous contract will provide for the three (3) highest years compensation average and the "2.0% @ 62" retirement formula.

(c) Beginning with CalPERS rates effective July 1, 2014, City and Association agree to split future rate increases at a fifty/fifty (50/50) ratio. For example, in FY 13-14, City's miscellaneous contribution rate was sixteen point thirty eight percent (16.38%). On July 1, 2014, City's rate increased to seventeen point thirty percent (17.30%) and thus Association members will contribute fifty

percent (50%) of the increase (17.30% - 16.38% = .92% * 50% = .46%). This methodology will be used in subsequent years should CalPERS increase the miscellaneous contribution rate.

(d) City will continue to offer the CalPERS "2.5% @ 55" retirement program for "Classic Employees." The retirement plan shall continue all present options for "Classic Employees" including Credit for Unused Sick Leave (Government Code § 20965), the Fourth Level of 1959 Survivor Benefit (Government Code § 21574), Two Years Additional Service Credit (Government Code § 20903), and the One-Year Final Compensation (Government Code § 20042). The employee's base salary includes the eight percent (8%) CalPERS employee contribution and will be deducted from the employee's gross earnings pursuant to IRS § 414 (h)(2). Two dollars ($2.00) per month will be deducted from employees' paychecks pursuant to the 1959 Survivor Benefit (ninety three cents ($0.93) per pay period). Any provision above may not conflict with the terms and conditions in Government Code § 7522.02(c).

(e) Effective July 1, 2022 Union Members will share the employer's CalPERS contribution rate at 6.12%. The employee's contribution towards employer's share of pension cost will be capped at 6.12%. The City and Union members agree to split any rate decreases below the FY 2022-23 employer's CalPERS contribution rate of 28.77% at a 50/50 ratio.

Section 14.02 IRS 125 Program

(a) City shall maintain in effect the Section IRS-125 Reimbursement.

Article XV. MISC POLICIES AND PROCEDURES

Section 15.01 Work Stoppage, Any Job Action, Slowdown

(a) During the life of this MOU, no work stoppage, strikes, or picketing shall be caused or sanctioned by Association and no lockouts shall be made by City.

(b) In the event that any employee covered by this MOU, individually or collectively, violates the provisions of this MOU and Association fails to exercise good faith in halting the work interruption, Association and the employees involved shall be deemed in violation of this Article X and City shall be entitled to seek all remedies available to it under applicable law.

Section 15.02 Light Duty Determination

(a) In the event an employee is injured and off the job for ten (10) working days or more and may be able to return to work but not able to perform all their normal job duty assignments, a temporary light duty assignment may be made by City. To be eligible for such a modified assignment, City may require the employee to provide the Human Resources Office with a medical statement from his/her treating physician that clearly states the medical limitations and abilities of the employee. City may require a second or third doctor's determination at City's expense. All light duty work requests shall be coordinated through the Human Resources Office. The Human Resources Office

will notify the employee of their light duty assignment status.

(b) An employee receiving such a light duty determination could be reassigned to another assignment or other reduced work schedule up to a forty (40) hour work week upon the determination of the Chief. Once the employee is certified by their treating physician or a City doctor as no longer in need of light duty, they will be reassigned to their normal work assignment.

Section 15.03 Substance Abuse Policy

(a) City's Substance Abuse Policy shall continue in effect for the term of this MOU.

Section 15.04 Layoff Procedure

Section 15.05 The City Council may abolish any position in the Classified Service due to lack of funds, work, or need.

Section 15.06 The layoff of employees resulting from the elimination of positions shall be governed by the following procedure:

(a) Layoffs shall be made from within the affected job classification in reverse order of total time in that classification, including any period of probation, paid leave or active military leave. Except as regards to military leave, no service credits shall be earned during any leave of absence without pay in excess of thirty (30) days. Where time in class is equal between two or more affected employees, the order of layoff shall be determined by the following means, in order:

(i) placement on the eligibility list at time of hire in the class with the highest ranking employee(s) being determined to have more time in service, if the list or reasonable evidence of the list is available,

(ii) total service time in the Classified Service,

(iii) if neither (i) or (ii) above breaks the tie(s), seniority will be determined by an appropriate random means of selection (lottery, coin flip, etc.).

(b) The order of layoff in the affected classification or classifications shall be:

(i) Temporary employees.

(ii) Probationary employees.

(iii) Regular employees.

(c) The treatment of personnel employed by means of state or federal grant monies shall be in accordance with regulations for retention as established by the grantor. In the absence of such regulations, the type of position (Classified or Exempt) shall govern treatment of such personnel.

(d) Probationary and regular employees in the Classified Service who are scheduled to be laid off

shall receive at least a twenty one (21) days written notice to this effect.

(e) In lieu of layoff, an employee may elect transfer or demotion to a vacant position in the Classified Service which City intends to fill and for which the employee is qualified. Such actions shall be governed by the terms of Section 10 of the Personnel Rules and in no event shall result in an employee being placed in a classification carrying a higher maximum rate of pay. If two (2) or more employees have requested transfer or demotion to the same vacant position and City has determined they are both qualified to fill it, the more senior employee shall receive preference. For purposes of this section, total time in the Classified Service shall be utilized in determining seniority.

(f) Within ten (10) days from the date layoff notices are issued, an employee who would otherwise be laid off may elect to displace an employee in a classification carrying a lower or the same maximum rate of pay provided, however, that the displacing employee must have held regular status in such classification and have greater time in the classification and directly related higher classifications combined than the employee being displaced. For example, related classifications would mean Police Officer/Police Sergeant, etc.

(g) A probationary or regular employee displaced in accordance with this Section 10.09 shall, in turn, be provided the same notice and bumping privilege as set forth in this Section 10.09.

(h) Regular and probationary personnel laid off in accordance with this MOU shall, unless they request otherwise, be placed on a reemployment list as provided by Personnel Rule 10.12. If an employee is reemployed from such a list, all service credits and sick leave accrued to the date of layoff shall be restored. In no event, however, shall City be required to restore credits for vacation and sick leave paid out at the time of layoff.

(i) At the time of layoff, the employee's name shall be removed from all promotional eligible lists, but, at the employee's request, shall be retained on open-competitive lists subject to the provisions of Personnel Rule 10. If the employee is reemployed prior to the expiration of a promotional list, they shall be reinstated to the list.

(j) Prior to the effective date of layoff, the Police Chief or the Police Support Services Manager shall furnish the City Manager with a final evaluation of the employee's performance.

Section 15.07 City and Association acknowledge that the prospect of contracting police services functions to another public agency may potentially be considered during the term of this MOU. Therefore, should the City Council decide to contract out police services to another agency during the term of this MOU, City will meet and confer with Association regarding the impact of such contracting out and, during the negotiations for a contract with the contracting agency, make a good faith effort to negotiate to transfer represented employees to employment with the contracting agency, provided that such transfer and the implementation thereof are consistent with the public policy goals established by the City Council in the contracting out of out the police services.

Article XVI. GRIEVANCE PROCEDURE

Section 16.01 The following grievance procedure will be in effect:

(a) A grievance is defined as any dispute involving the interpretation, application or alleged violation of:

(i) A current MOU between City and Association, or

(ii) The City's Personnel Rules where the provision in dispute is within the scope of representation.

(b) Should any dispute concern an agreement, rule or action which prescribes a separate appeal procedure, that dispute shall be excluded from the procedure contained herein.

Section 16.02 Informal and Formal Grievances

(a) Step 1. An employee who has a grievance shall bring it to the attention of his/her immediate supervisor within five (5) working days of the occurrence of the act which is the basis for the dispute. If the employee and the immediate supervisor are unable to resolve the grievance within five (5) working days of the date it is raised with the immediate supervisor, the employee shall have the right to submit a formal grievance which shall contain the following information:

(i) The name of the grievant,

(ii) The grievant's department and specific work site,

(iii) The name of the grievant's immediate supervisor,

(iv) A statement of the nature of the grievance, including the date and place of occurrence,

(v) The specific provision, policy, or procedure alleged to have been violated,

(vi) The remedies sought by the grievant, and

(vii) The name of the individual or organization, if any, designated by the grievant to represent him/her in the processing of the grievance. However, in no event, shall an employee organization other than the one which formally represents the position occupied by thegrievant be designated as the grievant's representative.

(b) Step 2. An employee dissatisfied with the decision of the immediate supervisor in Step 1 may submit the grievance to the Chief within seven (7) working days from the date of the immediate supervisor's decision. The Chief shall respond to the grievance in writing within seven (7) working days from the date of its receipt.

(c) Step 3. If the employee is dissatisfied with the decision of the Chief in Step 2, he/she may submit the grievance to the City Manager within ten (10) working days from receipt of the Chief's response. The City Manager or his/her designated representative shall respond to the grievance

in writing within ten (10) working days of its receipt. Within this period the City Manager, or his/her designate, at his/her discretion, may conduct an informal hearing involving the parties to the dispute.

(d) Step 4. If the employee is dissatisfied with the decision of the City Manager, or his/her designate, he/she may submit the grievance to an Employee Relations Panel as provided in Section 11.09, listed below. Notice of such appeal must be filed in writing by the employee with the City Manager within fifteen (15) working days of receipt of that the City Manager, or his/her designee's decision.

Section 16.03 Employee Relations Panel

(a) The Employee Relations Panel ("Panel") shall consist of three (3) members selected as follows:

(i) A City Management official selected by the City Manager,

(ii) A City employee selected by the grievant, provided, however, that the participation of the employee so selected shall not constitute a conflict of interest nor subject that employee to any recriminations as a result of his/her participation, and

(iii) A representative of the California State Mediation and Conciliation Service or an individual, other than a State Representative, chosen by the parties knowledgeable in public sector labor relations from any source reasonably likely to produce such an individual, including, but not limited to, a labor organization or management organization. This person shall serve as Chairperson.

(b) The Chairperson shall serve without compensation unless it can be demonstrated that the individual was obliged to use accrued leave benefits or leave without pay to serve on the Panel. Where provided compensation, the compensation shall be shared by City and the grievant or his/her employee organization.

(c) The Panel shall be constituted and hear the grievance within thirty (30) working days from the filing of the appeal with the City Manager. The Panel's decision shall be rendered within fifteen (15) working days from the conclusion of the hearing.

(d) The majority decision of the Panel shall be final and binding, subject only to ratification by the City Council if the decision mandates a capital expenditure or significant, unbudgeted expenditures. In those instances the ruling shall be submitted to the City Council for action which may include modification or reversal.

(e) The conduct of the Panel's hearing shall be governed by the following ground rules:

(i) All hearings shall be convened during regular established City hours to the extent feasible. The grievant and City employees serving on the Panel, or whose participation in the hearing is required by the Panel, shall not suffer loss of wages for time devoted to this purpose. No

compensation shall be provided for hearing convened during times other than the employee's regularly scheduled work period.

(ii) All hearings shall be conducted in an expeditious manner, with the Chairperson retaining final authority to the rule on procedural matters or on other points affecting the length and conduct of the hearing. Legal counsel, court reporters and briefs shall only be utilized upon agreement between City and the grievant and shall not serve to delay the Panel's decision beyond the prescribed time limit, except by mutual agreement.

(iii) The Panel shall be committed to resolving the grievance in an objective, timely and equitable fashion and shall not permit either party to engage in any presentation or line of an argument which detracts from this purpose. Moreover, the Panel shall not accept evidence not presented in Step 3.

(iv) No hearing shall be convened unless both parties have stipulated in writing to the issue or issues to be heard by the Panel.

Section 16.04 General Conditions

(a) Any time limit set forth above of this procedure may by extended by written agreement between City and the grievant or Association.

(b) Failure on the part of the grievant or their designated representative to comply with the time limits of this procedure or any extension thereto shall constitute a withdrawal of the grievance without further recourse to re-submittal under this procedure. Failure on the part of City to comply with prescribed time limits or extension thereto shall result in the grievance being moved to the next step of the procedure.

(c) The grievant shall be entitled to have a representative of his/her own choosing, except as provided above, present at any grievance meeting with City.

(d) A representative of Association which represents the grievant's position shall be entitled to be present at any hearing held in conjunction with Step 3 and Step 4 of Section 16.02.

(e) The City Manager or his/her designated representative shall serve as the central repository for all grievance records.

Article XVII. RATIFICATION

Section 17.01 This MOU shall become effective December 2~~3~~6, 202~~3~~1~~1~~.

(a) Unless mutually agreed otherwise by City and Association, Association shall provide City with its written requests on terms within the scope of representation for the period beginning ~~January 1~~December 23, 202~~3~~4 between August 1 and August 31, 202~~5~~3~~3~~. City and Association shall begin to meet and confer on or before September 1, 202~~5~~3~~3~~, unless mutually agreed otherwise.

FOR THE CITY OF MORGAN HILL

Christina Turner — Date
City Manager

Donald Larkin — Date
City Attorney

Michael Horta — Date
Human Resources Director

Dat Nguyen — Date
Finance Director

Edith Ramirez — Date
Assistant City Manager

FOR MORGAN HILL COMMUITY SERVICE OFFICERS' ASSOCIATION

Nicole Yates — Date
CSOA President

Idalia Echegoyen-Young — Date
CSOA Vice President

Kodi De La Torre — Date
CSOA Negotiator

EXHIBIT A
COMMUNITY SERVICE OFFICERS ASSOCIATION SALARY SCHEDULES
Sunday, December 24, 2023

Effective 12/24/2023

4% Increase for All Classifications

Position	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
Animal Services Officer	$ 5,511.88	$ 31.80	$ 5,787.48	$ 33.39	$ 6,076.85	$ 35.06	$ 6,380.69	$ 36.81	$ 6,699.73	$ 38.65	$ 7,034.72	$ 40.58
Community Services Officer	$ 6,531.73	$ 37.68	$ 6,858.32	$ 39.57	$ 7,201.24	$ 41.55	$ 7,561.30	$ 43.62	$ 7,939.36	$ 45.80	$ 8,336.33	$ 48.09
Police Records Specialist	$ 5,960.56	$ 34.39	$ 6,258.59	$ 36.11	$ 6,571.52	$ 37.91	$ 6,900.10	$ 39.81	$ 7,245.10	$ 41.80	$ 7,607.36	$ 43.89
Property/Evidence Tech	$ 6,602.98	$ 38.09	$ 6,933.13	$ 40.00	$ 7,279.79	$ 42.00	$ 7,643.78	$ 44.10	$ 8,025.96	$ 46.30	$ 8,427.26	$ 48.62
Public Safety Dispatcher	$ 7,932.88	$ 45.77	$ 8,329.52	$ 48.05	$ 8,746.00	$ 50.46	$ 9,183.30	$ 52.98	$ 9,642.46	$ 55.63	$ 10,124.59	$ 58.41
PSD Supervisor	$ 9,394.53	$ 54.20	$ 9,864.25	$ 56.91	$ 10,357.46	$ 59.75	$ 10,875.34	$ 62.74	$ 11,419.11	$ 65.88	$ 11,990.06	$ 69.17
Records Specialist Supervisor	$ 7,059.35	$ 40.73	$ 7,412.32	$ 42.76	$ 7,782.93	$ 44.90	$ 8,172.08	$ 47.15	$ 8,580.68	$ 49.50	$ 9,009.72	$ 51.98

EXHIBIT B
COMMUNITY SERVICE OFFICERS ASSOCIATION SALARY SCHEDULES
Sunday, December 22, 2024

Effective 12/22/2024

4% Increase for All Classifications

Position	A Monthly	A Hourly	B Monthly	B Hourly	C Monthly	C Hourly	D Monthly	D Hourly	E Monthly	E Hourly	F Monthly	F Hourly
Animal Services Officer	$ 5,732.36	$ 33.07	$ 6,018.98	$ 34.72	$ 6,319.93	$ 36.46	$ 6,635.92	$ 38.28	$ 6,967.72	$ 40.20	$ 7,316.10	$ 42.21
Community Services Officer	$ 6,793.00	$ 39.19	$ 7,132.65	$ 41.15	$ 7,489.29	$ 43.21	$ 7,863.75	$ 45.37	$ 8,256.94	$ 47.64	$ 8,669.78	$ 50.02
Police Records Specialist	$ 6,198.99	$ 35.76	$ 6,508.93	$ 37.55	$ 6,834.38	$ 39.43	$ 7,176.10	$ 41.40	$ 7,534.91	$ 43.47	$ 7,911.65	$ 45.64
Property/Evidence Tech	$ 6,867.10	$ 39.62	$ 7,210.46	$ 41.60	$ 7,570.98	$ 43.68	$ 7,949.53	$ 45.86	$ 8,347.00	$ 48.16	$ 8,764.35	$ 50.56
Public Safety Dispatcher	$ 8,250.19	$ 47.60	$ 8,662.70	$ 49.98	$ 9,095.84	$ 52.48	$ 9,550.63	$ 55.10	$ 10,028.16	$ 57.85	$ 10,529.57	$ 60.75
PSD Supervisor	$ 9,770.31	$ 56.37	$ 10,258.82	$ 59.19	$ 10,771.76	$ 62.14	$ 11,310.35	$ 65.25	$ 11,875.87	$ 68.51	$ 12,469.66	$ 71.94
Records Specialist Supervisor	$ 7,341.72	$ 42.36	$ 7,708.81	$ 44.47	$ 8,094.25	$ 46.70	$ 8,498.96	$ 49.03	$ 8,923.91	$ 51.48	$ 9,370.11	$ 54.06

RESOLUTION NO. 23-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADJUSTING THE SALARY SCHEDULE FOR MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES (THIS RESOLUTION RESCINDS RESOLUTION NO. 221-025009)

WHEREAS, the City Manager has presented to the City Council of the City of Morgan Hill a recommended set of salary ranges and benefits for the Management, Professional, and Confidential employees; and

WHEREAS, the City Council of the City of Morgan Hill has reviewed said recommendations;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Morgan Hill as follows:

SECTION 1 - SALARY RANGES

A. Effective December 2624, 20231, base salaries for Groups 1-A, 1-B, 1-C, and 1-D, increase by 54%. See Salary Schedule attached as **Exhibit A**.

B. Effective the pay period including January 1December 22, 20243, base salaries for Groups 1-A, 1-B, 1-C, and 1-D, increase by 52%, or 2.5% if San Francisco Bay Area CPI for Urban Wage Earners and Clerical Workers for the twelve month period ending June 30 is higher than 2%. See Salary Schedule attached as **Exhibit B and Exhibit C**.

C. Groups 1-A, 1-B, 1-C, and 1-D base salary ranges include the employee PERS contribution which is deducted from payroll (See SECTION 3, E-H.)

SECTION 2 - ESTABLISHMENT OF COMPENSATION AND JOB DESCRIPTIONS FOR GROUPS 1-A, 1-B, 1-C, and 1-D

A. The City Manager will establish the monthly compensation for the classifications in Group 1-A. In order to attract high quality executive managers, foster job security within a professional climate, and provide the flexibility to remain competitive within the area job market, the City Manager has authority to enter into individual employment agreements with each executive manager; provided that the terms of the employment agreement do not exceed the total compensation permitted by this Resolution.

Employees listed in Group 1-A may receive a severance allowance as provided for in an individual employment agreement when they are separated in good standing from employment; provided that such separation is not for cause, or for reasons listed in Government Code 19572, or for any employee who voluntarily resigns from City service for personal reasons.

1. The City Manager shall establish an allowance amount, not to exceed six months' salary, which is determined to be in the best interest of the city for the following executive classifications of the Group 1-A:

   Assistant City Manager for Administrative Services~~*~~
   Assistant City Manager for Development Services
   Chief of Police
   Public Services Director

   ~~**Currently Unfunded Position*~~

2. The City Manager shall establish an allowance amount, not to exceed three months' salary, which is determined to be in the best interest of the City for the remaining classifications of the Group 1-A.

3. This severance allowance is in addition to any unused vacation or administrative leave pay unused at the time of separation.

B. Each Department Director will recommend to the City Manager the proposed monthly salary to be paid to each of the employees whose classification appears in Group 1-B, 1-C, and 1-D. Upon approval of the City Manager, the monthly salary will be set within the prescribed range for each classification. The City Manager has the authority to increase the monthly compensation for employees in Group 1-B, 1-C, and 1-D, by a maximum of 10% within the prescribed range each fiscal year based on each individual employee's performance.

C. The City will contribute 2% of an employee's base salary to a City-sponsored IRS 457 deferred compensation program of the employee's choice per pay period at the time of hire, an additional one percent (1%) after 5 years of service and an additional one percent (1%) after 10 years of service. ~~(ICMA or Empower).~~

D. When it is proposed by the Personnel Officer that a new classification be created or an existing classification be changed, the City Manager shall submit justification for approval of that action to the City Council and if that action is approved, the City Manager will have the authority to approve new and revised job descriptions.

SECTION 3 - CONTRIBUTIONS TO THE CalPERS RETIREMENT SYSTEM, GROUPS 1-A, 1-B, 1-C, and 1-D

A. For "Classic Members" as defined by the Public Employees' Pension Reform Act of 2013 (PEPRA) and in the CalPERS retirement system:

1. Non-Safety (miscellaneous) employees listed in Groups 1-A, 1-B, 1-C, and 1-D will receive CalPERS retirement benefits under the 2.5% at age 55 plan.

2. Safety (sworn) employees listed in Groups 1-A and 1-B, will receive CalPERS retirement benefits under the 3% at age 50 plan.

B. For "New Members" as defined by PEPRA and in the CalPERS retirement system:

1. Non-Safety (miscellaneous) employees listed in Groups 1-A, 1-B, 1-C, and 1-D will receive CalPERS retirement benefits under the 2.0% at 62 plan.

2. Safety (sworn) employees listed in Groups 1-A and 1-B will receive CalPERS retirement benefits under the 2.7% at age 57 plan.

C. CalPERS defines a "New Member" as:

1. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who has no prior membership in any other California public retirement system.

2. A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013, and who is not eligible for reciprocity with another California public retirement system.

3. A member who established CalPERS membership prior to January 1, 2013, and who is hired by a different CalPERS employer after January 1, 2013, after a break in service of greater than six months.

4. CalPERS refers to all members that do not fit the definition of a "new member" as a "classic member."

D. Non-Safety (miscellaneous) employees: Beginning with CalPERS rates effective July 1, 2013, the City and Non-Safety (miscellaneous) Management, Professional, and Confidential employees agreed to split future employer rate increases at a 50/50 ratio. This methodology will be used in subsequent years should CalPERS increase the Miscellaneous contribution rates.

E. The Miscellaneous "Classic Members" shall contribute, in addition to the "Classic Members" rate of 8.0%, an additional 5.165% towards the "Classic Members" CalPERS contribution rate for FY 2021-22. The total "Classic Members" employee contribution obligation shall be 13.165%.

F. The Miscellaneous "New Members" shall contribute, in addition to the "New Members" rate of 7.0%, an additional 5.165% towards the "New Members" CalPERS contribution rate for FY 2020-21. The total "New Members" employee contribution obligation shall be 12.165%.

G. Effective July 1, 2022 miscellaneous employees will share the employer's CalPERS contribution rate at 6.12%. The employee's contribution towards employer's share of pension cost will be capped at 6.12%. The City and employees agree to split any rate decreases below the FY 2022-23 employer's CalPERS contribution rate of 28.77% at a 50/50 ratio.

H. Effective pay period beginning June 26, 2022 (or as soon as administratively possible with CalPERS after June 26, 2022), all miscellaneous members (Classic and PEPRA) in the Management, Professional, and Confidential Employees Resolution shall share the employer's CalPERS contribution rate at 6.12%.

I. Safety (sworn) PEPRA employees: Beginning with CalPERS rates effective July 1, 2013, at which time the City's employer contribution PEPRA rate was 11.5%, the City and Association agreed that, beginning with CalPERS PEPRA rates effective July 1, 2013, safety (sworn) PEPRA employees would not pay less than 11.50% and would split future increases to the City's employer PEPRA contribution rates, including both the normal cost and any unfunded actuarial liability at a 50/50 ratio. For example, the City's employer CalPERS safety PEPRA obligation was 12.114% in FY 16-17 with the PEPRA employees' obligation was at 11.50%. Therefore, City paid half of the 0.614% increase over the base year City's employer PEPRA cost of 11.50% (equal to 0.307%) and safety PEPRA employees paid the other half (also equal to 0.307%). This methodology has been used in each year subsequent to FY 2016-17 and will be used in future years should CalPERS increase the City's employer Safety PEPRA contribution rates. The Safety PEPRA employees CalPERS contributions rate for 2021-22 shall be 14.709% (13.00% employee + 1.709% of the employer share). Effective July 1, 2023, Safety (sworn) PEPRA employees will share the employer's CalPERS contribution rate at 1.02%. Effective July 1, 2024, Safety (sworn) PEPRA employees will share the employer's CalPERS contribution rate at 1.607%.

J. Safety (sworn) Classic employees: Beginning December 30, 2018, the City and Safety (sworn) Management, Professional, and Confidential employees agreed, Safety (sworn) Classic employees shall share the employer's CalPERS contribution rate at 6.12%.~~in addition to employee CalPERS rate of 9.0%, a 6.12% towards the employer's share of pension costs (i.e. the total safety (Sworn) employee contribution for FY 2019-20 shall be 15.12% (9.00% employee + 6.12% of the employer share). The total employee contribution shall remain at 15.12% for the Safety (sworn) classic employees during the term of the Morgan Hill Police Officers' Association Memorandum of Understanding (MOU), which is December 30, 2018 – December 31, 2021.~~

SECTION 4 - HEALTH CARE CONTRIBUTIONS AND IRS 125 PLAN, GROUPS 1-A, 1-B, 1-C, and 1-D

A. The City will contribute to the City's medical and dental plans as follows:
   1. For employees with family coverage, up to $2,~~178~~574.54/month in 2024~~2~~ and up to $2,~~309~~703.27/month in 2025~~3~~.
   2. For employees with employee plus one coverage, up to $1,~~662~~982.32/month in 2024~~2~~ and up to $~~1,762~~2,062.86/month in 2025~~3~~.
   3. For employees with employee only coverage, up to $~~831~~982.32/month in 2024~~2~~ and up to $~~881~~1,031.44/month in 2025~~3~~.
   4. Employees enrolling in City health but not using the maximum amount available from

the City for their premium category (employee only, employee + 1, employee + family) shall not be entitled to the surplus. Employees enrolling in plans whose cost exceeds the maximum amount available from the City for their premium category shall have the difference deducted on a pre-tax basis from their paycheck.

5. Employees who waive medical coverage and annually provide proof of alternate medical coverage shall be entitled to a taxable health in lieu payment of six hundred ten dollars ($610) per month.
6. If an employee waives medical and elects dental coverage, the employee will receive the taxable health in lieu payment of six hundred ten dollars ($610) per month but will pay the appropriate dental premium.

B. The City will continue to provide coverage under the Concern Employee Assistance Program.

C. The City will continue to offer an IRS Section 125 program.

SECTION 5 - GENERAL BENEFIT PROVISIONS, GROUPS 1-A, 1-B, 1-C, AND 1-D

The City will comply with the requirements of the City Personnel Rules and Regulations and the Fair Labor Standards Act governing the use of taking and reporting time off work for management employees.

A. **Holidays**

1. The City will grant the following paid holidays to employees:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Cesar Chavez Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

One ~~half~~ (1~~/2~~) day holiday to be used during the furlough period or on the last workday before the holiday.

Two floating holidays which must be used during the fiscal year.

2. Holidays are paid at a rate of eight hours of time off; employees on alternate work schedules must use additional leave balances to receive full pay on a holiday.

3. With the approval of the employee's supervisor, employees may "float" holidays to another day within the same fiscal year provided they work on the holiday.

B. **Sick Leave Accrual**

1. Sick Leave credit for employees will be accumulated on the basis of eight hours of sick leave per month (96 hours per year).

2. The City will, at the end of each calendar year, pay each employee twenty-five percent of the unused sick leave earned that year unless the employee requests not to receive such a payment.

3. The balance of the unused sick leave will then be accumulated on an unlimited basis.

4. Upon retirement, 100% of the employee's unused sick leave balance will be credited to the employee's retirement eligibility. This amount would then be converted into time in service and added to the employee's retirement eligibility. (Reference - City contract with CalPERS, Section 20862.8)

5. Each employee may take 16 hours of personal leave time during the fiscal year which is charged against the current year's sick leave accrual.

6. The City Manager may negotiate establishing a leave "bank" with new employees at time of hire.

C. **Vacation Leave Accrual**

1. Each employee will be credited vacation on the basis of 120 hours per year for the first five years of City service. After five years of service, vacation will be credited on the basis of 160 hours per year.

2. The maximum accumulation of vacation will be no more than that earned for ~~two~~ three years annual accrual effective December 31, 2024 and two years annual accrual effective June 30, 2025.

3. Additional vacation accrual will not be provided until the employee's vacation balance drops below the maximum accrual limit as ~~of June 30~~January 1, 2025 and July 1, 2025 in any given year.

4. The City Manager may negotiate vacation accrual rates and/or establish a leave "bank" with new employees at time of hire.

D. **Administrative Leave, Groups 1-A, 1-B, and 1-C**

1. Employees listed in Groups 1-A, 1-B, and 1-C receive and may use up to 72 hours of

administrative leave with pay per fiscal year.

2. Administrative leave time for employees in Groups 1-A, 1-B, and 1-C will be available for one additional year if not used in the fiscal year that it was initially available. If, however, the administrative leave time that was carried over to the following fiscal year is not used during the second year, it will be lost at the end of the second fiscal year. In effect, the maximum amount of administrative leave time that may be available to an employee at any given time is 144 hours.

3. Effective July 1, 2016, new employees who are hired during any month other than July, will initially receive prorated administrative leave hours of six (6) hours per month depending on date of hire and the hours will be banked at time of hire (i.e. employees hired in the month of August would receive 66 hours of administrative leave because they will be working a total of eleven (11) months in the fiscal year). All regular, full-time employees will receive 72 hours of administrative leave each fiscal year following their hire date. Part-time employees have prorated benefits and their total administrative leave hours will be prorated based on their position allocation.

E. **Leave Cash Out**

Employees listed in Groups 1-A, 1-B, 1-C and 1-D may cash out up to 120 hours of accrued vacation, administrative leave, or a combination of the two, per calendar year. Employees must make an irrevocable election by December 1 of each year for the following calendar year stating their intent to cash out and the eligible number of hours. If employees do not request payment of the elected cash amount by November 1 of each year, Payroll will automatically cash out the amount designated by the employee on or after the pay period including November 1st.

F. **Bereavement Leave**

Management, Professional, and Confidential employees shall, per occurrence, be granted Bereavement Leave when a death occurs in the employee's or spouse's immediate family. For the purpose of this section, "immediate family" is defined as father, mother, brother, sister, spouse, natural or legally adopted child, step-child, in-laws, grandparents, and grandchildren. Up to three (3) days of bereavement leave shall be granted when the death and service are within the State of California and up to five (5) days when the death or service is outside the State. Bereavement Leave usage shall not be charged against the employee's Sick Leave or Vacation Time. Employees may also use up to two (2) additional days of Sick Leave to supplement their allotted Bereavement Leave if other circumstances require absence during this time, subject to the approval of the employee’s supervisor and deducted from the employee’s other leave banks.

Special circumstances beyond this definition may be considered on a case-by-case basis and must be approved by the City Manager. This leave will not affect the twenty-five percent cash out of sick leave for the same calendar year.

G. **Professional Development**

It shall be the philosophy of the City to encourage employees to attend classes, seminars, conferences, etc. which will enable the employee to develop professionally. Such attendance must be approved by the Department Director or the City Manager. The City may request employees who complete such a course to report or train other employees in the skills they have attained.

1. **Tuition Reimbursement Program**

   Employees are eligible to receive tuition reimbursement of up to $3,000 per fiscal year for the cost of books and tuition for classes or courses beneficial to the employee's career development. All classes must be approved in advance by the Department Director or City Manager. Reimbursement will take place upon a successful completion or passing of the course.

2. **Membership Dues**

   For employees listed in Groups 1-A and 1-B, the City shall provide a personal membership dues reimbursement of up to $1,200 per fiscal year for costs associated with joining and participating in Morgan Hill community service organizations such as Rotary or Kiwanis. Reimbursement of membership dues for community service organizations requires the prior approval by the Department Director or the City Manager.

H. **Life and Disability Insurance**

The City shall pay the premiums for short-term disability, long-term disability, and life insurance plans.

1. Life insurance levels shall be as follows for the employees listed in Section 1:

Group 1-A	$250,000
Group 1-B	$150,000
Group 1-C	$100,000
Group 1-D	$100,000

   This amount decreases when the employee reaches age 65, 70, and 75. The Life Insurance benefit will be paid to the employee's beneficiary upon the death of the employee as outlined in the program documents.

2. Short-term disability coverage for employees shall be at the maximum rate of $1,384 per week based on 66⅔% of the actual weekly salary after an eight-day elimination period.

3. Long-term disability coverage for employees shall be at the maximum rate of $6,000 per month based on 66⅔% of the actual monthly salary after a 60-day elimination period.

I. **Retirement Medical Plan**

Upon retirement, employees may continue enrollment in the medical insurance plans provided by CalPERS without an interruption of coverage. Such enrollment will be contingent upon the employee meeting the requirements of the medical plans provided by CalPERS and paying the monthly premium to CalPERS at the employee's expense. It will be the employee's responsibility to make sure the insurance premium is paid to CalPERS before the due date. Failure to do so will result in the employee being terminated from their medical coverage.

J. **Special Assignment Pay**

Special Assignment Pay may be granted to employees who have assumed, for an extended period, significant additional responsibilities outside their current classification. The request for special assignment shall describe the assignment, justify why it is to be performed by the designated employee, and give a specific duration for completion of the assignment with a start and end date. Special assignment pay is up to 10% above the employee's normal pay rate. The special assignment and related compensation may be revoked at any time at the discretion of the Department Director, or the City Manager or designee. Special Assignment Pay will be requested in advance by the Department Director and authorized by the City Manager or designee, and then processed by the Human Resources Division. Special Assignment Pay shall be discontinued on the date originally identified for completion of the assignment, unless an extension of specific duration is approved by the City Manager or designee prior to the end of the original assignment end date. This pay will not be considered additional compensation as defined by the California Public Employees' Retirement Systems (CalPERS).

K. **Employee Uniform Allowance**

Safety employees in Groups 1-A and 1-B will be eligible for the following uniform allowance:

Chief of Police and Police Captain:	$1,400
Police Support Services Manager:	$810

L. **Work Schedule**

The City Manager will establish the standard work schedule for employees. Based on the needs of the City, the City Manager may at his/her discretion, change the work schedules of employees at any time.

M. **Auto Allowance**

The City Manager may establish a monthly allowance for selected employees listed in Groups 1-A and 1-B who use their personal vehicles on City business. Based on the needs of the City, the City Manager may, at his/her discretion, change the auto allowance of employees at any time. The current monthly allowance range is $225 - $325.

N. **Cell Phone Allowance**

The City Manager may establish a monthly allowance for selected employees who use their personal cell phones on City business. Based on the needs of the City, the City Manager may, at his/her discretion, change the cell phone allowance of employees at any time. The current monthly allowance is established in Administrative Policy III019.

O. **Bilingual Pay**
Employees identified by the City Manager/Department Head to use another language in their work and who are certified by the process described below shall receive the following compensation:

a. Employees shall receive a monthly stipend of $150.

b. The Certification process shall be completed by a provided contractor by Human Resources or a 3 person panel (established by Human Resources) to determine conversational competence. Employees shall be subject to recertification every 2 years unless waived by City.

c. An eligible employee may request to be tested for bilingual certification at any time and the test shall occur within a reasonable amount of time.

SECTION 6 - EFFECTIVE DATE

This resolution shall be effective December 26, 2021. Compensation shall be made available to only those employees covered by this section who are still employed as a Management, Professional, or Confidential employee with the City as of the effective date of this agreement. As of the effective date of this Resolution, Resolution No. 21-025 shall be superseded and rescinded.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 15~~7~~th day of November 2023~~1~~ by the following vote:

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

APPROVED: **ATTEST:**

~~**RICH CONSTANTINE**~~**MARK TURNER, 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. 23-XXX, adopted by the City Council at the meeting held on November 157, 20231.

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

DATE: _____

_____
Michelle Bigelow, City Clerk

Exhibit A

Effective: December 24, 2023

* Currently Unfunded Positions

Job Classification	Bottom of Range Monthly	Top of Range Monthly
Group 1-A: Executive Management		
Assistant City Manager for Administrative Services	$18,011	$23,666
Assistant City Manager for Development Services	$18,011	$23,666
Chief of Police	$18,011	$23,666
Public Services Director	$18,011	$23,666
*Community Services Director **	$15,885	$20,918
Development Services Director	$15,885	$20,918
Economic Development Director	$15,885	$20,918
*Engineering and Utilities Director **	$15,885	$20,918
Finance Director	$15,885	$20,918
Housing Director	$15,885	$20,918
Human Resources Director	$15,885	$20,918
*Communications and Engagement Director**	$13,708	$18,013
Information Technology Director	$13,708	$18,013
Group 1-B: Middle Management		
Police Captain	$14,678	$19,285
Assistant City Attorney	$13,708	$18,013
*Assistant Finance Director**	$13,708	$18,013
Building Official	$13,708	$18,013
City Clerk/Public Information Officer	$13,708	$18,013
Deputy Director for Engineering	$13,708	$18,013
Deputy Director for Utilities Services	$13,708	$18,013
*Housing Manager**	$13,708	$18,013
*Planning Manager **	$13,708	$18,013
Program Administrator	$13,708	$18,013
*Assistant to the City Manager **	$12,844	$16,848
Building Manager	$12,118	$15,895
*Economic Development Manager**	$12,118	$15,895
Environmental Services Administrator	$12,118	$15,895
Maintenance Manager	$12,118	$15,895
Principal Planner	$12,118	$15,895
Recreation Manager	$12,118	$15,895
Senior Civil Engineer	$12,118	$15,895
Senior Project Manager	$12,118	$15,895
Budget Manager	$11,206	$14,738
*Communications and Engagement Manager **	$11,206	$14,738
*Community Services Manager **	$11,206	$14,738
Environmental Services Manager	$11,206	$14,738
*Information Services Manager **	$11,206	$14,738
~~Maintenance Manager~~	~~$11,206~~	~~$14,738~~
Police Support Services Manager	$11,206	$14,738
Public Services Administrative Manager	$11,206	$14,738
~~Recreation Manager~~	~~$11,206~~	~~$14,738~~
Supervising Civil Engineer	$11,206	$14,738
Utility Systems Manager	$11,206	$14,738
*Accounting Manager **	$10,431	$13,710
*Financial and Policy Analyst **	$10,431	$13,710
Police Administrative Manager	$10,431	$13,710
~~Public Services Administrative Manager~~	~~$10,431~~	~~$13,710~~
Senior Planner	$10,431	$13,710
Senior Recreation Supervisor	$9,921	$12,660
Community Services Supervisor	$9,449	$12,057
*Council Services and Records Manager **	$9,449	$12,057
*Deputy City Attorney **	$9,449	$12,057
Economic Development Coordinator	$9,449	$12,057
Emergency Services Coordinator	$9,449	$12,057
GIS / Land Use Data Administrator	$9,449	$12,057
Maintenance Services Coordinator	$9,449	$12,057
Older Adult Services Supervisor	$9,449	$12,057
Programmer Analyst	$9,449	$12,057
Senior Human Resources Analyst	$9,449	$12,057
Risk Management Analyst (.50 FTE)	$4,505	$5,910
Group 1-C: Confidential Exempt		
Administrative Analyst	$9,007	$11,819
Legal Specialist	$8,104	$10,663
Group 1-D: Confidential Non-Exempt		
Accounting Technician	$7,388	$9,429
Human Resources Technician	$7,185	$9,429
*Human Resources Assistant **	$5,627	$7,361

Exhibit B

Effective: December 22, 2024

* Currently Unfunded Positions

Job Classification	Bottom of Range Monthly	Top of Range Monthly
Group 1-A: Executive Management		
Assistant City Manager for Administrative Services	$18,912	$24,849
Assistant City Manager for Development Services	$18,912	$24,849
Chief of Police	$18,912	$24,849
Public Services Director	$18,912	$24,849
Community Services Director *	$16,680	$21,964
Development Services Director	$16,680	$21,964
Economic Development Director	$16,680	$21,964
Engineering and Utilities Director *	$16,680	$21,964
Finance Director	$16,680	$21,964
Housing Director	$16,680	$21,964
Human Resources Director	$16,680	$21,964
*Communications and Engagement Director**	$14,393	$18,913
Information Technology Director	$14,393	$18,913
Group 1-B: Middle Management		
Police Captain	$15,412	$20,250
Assistant City Attorney	$14,393	$18,913
*Assistant Finance Director**	$14,393	$18,913
Building Official	$14,393	$18,913
City Clerk/Public Information Officer	$14,393	$18,913
Deputy Director for Engineering	$14,393	$18,913
Deputy Director for Utilities Services	$14,393	$18,913
*Housing Manager**	$14,393	$18,913
Planning Manager *	$14,393	$18,913
Program Administrator	$14,393	$18,913
Assistant to the City Manager *	$13,486	$17,691
Building Manager	$12,724	$16,690
*Economic Development Manager**	$12,724	$16,690
Environmental Services Administrator	$12,724	$16,690
Maintenance Manager	$12,724	$16,690
Principal Planner	$12,724	$16,690
Recreation Manager	$12,724	$16,690
Senior Civil Engineer	$12,724	$16,690
Senior Project Manager	$12,724	$16,690
Budget Manager	$11,766	$15,475
Communications and Engagement Manager *	$11,766	$15,475
Community Services Manager *	$11,766	$15,475
Environmental Services Manager	$11,766	$15,475
Information Services Manager *	$11,766	$15,475
~~Maintenance Manager~~	~~$11,766~~	~~$15,475~~
Police Support Services Manager	$11,766	$15,475
Public Services Administrative Manager	$11,766	$15,475
~~Recreation Manager~~	~~$11,766~~	~~$15,475~~
Supervising Civil Engineer	$11,766	$15,475
Utility Systems Manager	$11,766	$15,475
Accounting Manager *	$10,952	$14,395
Financial and Policy Analyst *	$10,952	$14,395
Police Administrative Manager	$10,952	$14,395
~~Public Services Administrative Manager~~	~~$10,952~~	~~$14,395~~
Senior Planner	$10,952	$14,395
Senior Recreation Supervisor	$10,418	$13,293
Community Services Supervisor	$9,921	$12,660
Council Services and Records Manager *	$9,921	$12,660
Deputy City Attorney *	$9,921	$12,660
Economic Development Coordinator	$9,921	$12,660
Emergency Services Coordinator	$9,921	$12,660
GIS / Land Use Data Administrator	$9,921	$12,660
Maintenance Services Coordinator	$9,921	$12,660
Older Adult Services Supervisor	$9,921	$12,660
Programmer Analyst	$9,921	$12,660
Senior Human Resources Analyst	$9,921	$12,660
Risk Management Analyst (.50 FTE)	$4,730	$6,206
Group 1-C: Confidential Exempt		
Administrative Analyst	$9,457	$12,410
Legal Specialist	$8,509	$11,196
Group 1-D: Confidential Non-Exempt		
Accounting Technician	$7,757	$9,900
Human Resources Technician	$7,544	$9,900
Human Resources Assistant *	$5,908	$7,729

CITY OF MORGAN HILL

PART-TIME TEMPORARY AND SEASONAL EMPLOYEES SALARY SCHEDULE

Salaries effective the pay period including January 1, 2024~~43~~

CLASSIFICATIONS	Bottom Step Hourly	Top Step Hourly
INTERNS		
High School Work Experience Student	$16.00	$20.00
Intern – College/Grad School	$18.00	$35.00
~~High School/College Work Experience Student~~	~~$15.50~~	~~$25.00~~
POLICE DEPARTMENT		
~~Graffiti Abatement Worker~~	~~$15.50~~	~~$17.00~~
Level I Reserve Police Officer	Hourly rate for Step A Police Officer	
Level II Reserve Police Officer	90% of hourly rate for Step A Police Officer	
Per Diem Dispatcher	Hourly rate for Public Safety Dispatcher	
Police Cadet – High School	$~~15.50~~16.00	$18~~6~~.00
Police Cadet –College (Fresh/Soph)	$18~~6~~.00	$~~18~~20.00
Police Cadet – College (Jr./Senior)	$~~18~~20.00	$~~21~~25.00
Police Officer Trainee	90% of monthly rate for Step A Police Officer	
Reserve Officer Trainee	$~~15.50~~16.00	
TEMPORARY AND SEASONAL		
Administrative Specialist	$22.00	$35.00
Building Coordinator	$~~20~~22.00	$27.00
Clerical Assistant	$19.00	$26.00
Communications Technician	$15.50	$32.00
Deck Coordinator	$~~22~~24.00	$32.00
Environmental Services Specialist	$20.00	$35.00
Facility Maintenance Assistant	$20.00	$35.00
Fire Plans Examiner/Inspector	$35.50	$45.00
GIS Analyst	$30.00	$40.00
Government Access Technician	$20.00	$30.00
Lifeguard	$~~16.75~~17.50	$25.00
Lifeguard - Lead	$~~20~~22.00	$28.00
Maintenance Worker Assistant	$18.00	$2~~85~~.00
Recreation Instructor	$~~15.75~~16.50	$52.50
Recreation Leader	$~~16.50~~17.00	$25.00
Recreation Specialist	$~~18~~~~27~~22.00	$35.00
Retired Annuitant	$20.00	$~~100.00~~115.00

Senior Recreation Leader	$~~19~~20.00	$26.00
Special Projects Coordinator	$18.00	$50.00
Swim Instructor	$~~16.50~~18.00	$26.00
Swim Instructor - Lead	$~~20~~22.00	$27.00
Welcome Desk Coordinator	$~~20~~22.00	$27.00
Welcome Desk Representative	$~~16.50~~17.00	$25.00

Other Part-Time Temporary or Seasonal positions may be tied to the Salary Schedule for the Bargaining Units which are not listed above. The above list only includes those part-time and temporary positions which are frequently used or are not contained on a bargaining unit salary schedule.

CITY OF MORGAN HILL
ELECTED OFFICIALS AND COUNCIL APPOINTED/UNREPRESENTED/EXEMPT EMPLOYEES
SALARY SCHEDULE

As of: July 1, 2021

Job Classification	Bottom of Range Monthly	Top of Range Monthly	Annual Maximum
Elected Officials			
Mayor	-	$834	$10,008
Council Members	-	$313	$3,756
City Treasurer	-	$200	$2,400
Appointed by the City Council			
City Manager	-	$21,414	$256,966
City Attorney	-	$21,289	$255,473

As of: July 1, 2021
Ammended December 15, 2021

Job Classification	Bottom of Range Monthly	Top of Range Monthly	Annual Maximum
Elected Officials			
Mayor	-	$834	$10,008
Council Members	-	$313	$3,756
City Treasurer	-	$200	$2,400
Appointed by the City Council			
City Manager	-	$24,197	$290,367
City Attorney	-	$22,780	$273,356

Compensation for elected officials per City Ordinance No. 1780 and Council Resolution No. 5235

CITY OF MORGAN HILL

ELECTED OFFICIALS AND COUNCIL APPOINTED/UNREPRESENTED/EXEMPT EMPLOYEES

SALARY SCHEDULE

As of: July 1, 2022

Job Classification	Bottom of Range Monthly	Top of Range Monthly	Annual Maximum
Elected Officials			
Mayor	-	$834	$10,008
Council Members	-	$313	$3,756
City Treasurer	-	$200	$2,400
Appointed by the City Council			
City Manager	-	$26,036	$312,435
City Attorney	-	$24,511	$294,131

Compensation for elected officials per City Ordinance No. 1780 and Council Resolution No. 5235

CITY OF MORGAN HILL

ELECTED OFFICIALS AND COUNCIL APPOINTED/UNREPRESENTED/EXEMPT EMPLOYEES

SALARY SCHEDULE

As of: July 1, 2023

Job Classification	Bottom of Range Monthly	Top of Range Monthly	Annual Maximum
Elected Officials			
Mayor	-	$834	$10,008
Council Members	-	$313	$3,756
City Treasurer	-	$200	$2,400
Appointed by the City Council			
City Manager	-	$26,635	$319,621
City Attorney	-	$25,075	$300,896

Compensation for elected officials per City Ordinance No. 1780 and Council Resolution No. 5235

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

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

APPROVE SECOND AMENDMENT TO MISSION LINEN SUPPLY SERVICE AGREEMENT

RECOMMENDATION(S)

1. Approve the Second Amendment to the Service Agreement with Mission Linen Supply for a fourth year of services for $20,000, for a total contract amount of $80,000; and
2. Authorize the City Manager to execute and administer one additional one-year extension of the Service Agreement subject to future budget appropriations.

COUNCIL PRIORITIES, GOALS & STRATEGIES

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 Second Amendment to the City's Service Agreement with Mission Linen Supply for mat, linen, and towel rental services provided to the City's Police Department. The City has contracted with Mission Linen Supply since March 2020 to provide weekly or semi-monthly (every two weeks) mat, linen, and towel services to the City's Police Department. The current agreement expires on December 31, 2023.

In October 2019, the City released a Request for Proposals (RFP) for mat, linen, and towel services at the Centennial Recreation Center (CRC), Community and Cultural Center (CCC), Corporation Yard, and Police Department. Two proposals were received: one from Mission Linen Supply and one from Unifirst Corporation. Both proposals were incomplete. The UniFirst Corporation proposal did not include pricing for towels, which are required by the Police Department. At the time of the RFP, Mission Linen Supply was the City's mat, linen, and towel provider, but did not complete the required responses to the narrative questions in the proposal, and therefore, it was deemed incomplete.

In the best interest of the City, both proposals were rejected per the RFP process. Per the City's purchasing policy in Municipal Code Section 3.04.250, if proposals are rejected in the best interest of the City, the City Manager may thereupon direct that proposals be solicited, or that other purchasing methods be utilized as set forth in the purchasing code. As a result, staff negotiated with UniFirst Corporation to provide mats and linens to the Centennial Recreation Center (CRC), Community and Cultural Center (CCC), and the Corporation Yard because the pricing was lower than Mission Linen Supply's. Secondly, staff negotiated with Mission Linen Supply to provide mats, linens, and towels to the Police Department as towel service is required by the Police Department.

The original amount of Mission Linen Supply's Service Agreement was $40,000 for two years. A First Amendment was executed for an additional $20,000 for the third year of service increasing the agreement amount to $60,000. With the approval of this proposed Second Amendment, the total amount of the agreement would be increased by an additional $20,000 for the fourth year of service, increasing the total amount of the agreement to $80,000.

COMMUNITY ENGAGEMENT:

Not Applicable

Since mat, linen and towel services are a regular and expected City 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 Second Amendment, and instead direct staff to proceed with a request for proposals (RFP) for mat, linen, and towel services for the Police Department. Since Mission Linen Supply's service agreement expires on December 31, 2023, the City Council could authorize an extension of the contract to allow staff time to conduct an RFP process, and have a new agreement in place by mid 2024. This is not recommended as maintenance staff continues to be satisfied with Mission Linen Supply's service and does not believe that an RFP would result in improved pricing.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The Council has previously not taken action on this contract as the original amount of the contract was below the $60,000 threshold requiring City Council approval.

FISCAL AND RESOURCE IMPACT:

This contract is budgeted and will be funded by the Police Department's Maintenance budget (Fund 740-Police Dept. Maintenance Services). The Second Amendment would add $20,000 for the fourth year of service to the agreement for a total service agreement amount of $80,000.

CEQA (California Environmental Quality Act):

Not Applicable

This action being considered does not constitute a "project," within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonable foreseeable indirect change in the environment.

SECOND AMENDMENT TO AGREEMENT
MISSION LINEN SUPPLY

This SECOND AMENDMENT TO AGREEMENT is entered into and becomes effective on _____ (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and MISSION LINEN SUPPLY, 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 Second 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 “Service Agreement” made as of March 20, 2020, for services for a maximum compensation of Forty Thousand Dollars ($40,000.00) (“SERVICE AGREEMENT”).

3. The CITY and SERVICE PROVIDER entered into a “First Amendment to Agreement” made as of September 8, 2022, under which the maximum compensation under the SERVICE AGREEMENT, as amended, was increased to Sixty Thousand Dollars ($60,000.00) and the term was extended. The SERVICE 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 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 March 20, 2020, until December 31, 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 EIGHTY THOUSAND DOLLARS ($80,000.00) 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 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.”

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 SERVICE 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:

Michelle Bigelow, City Clerk
Date: _____

APPROVED AS TO FORM:

Donald Larkin, City Attorney
Date: _____

CITY OF MORGAN HILL

Christina Turner, City Manager
Date: _____

MISSION LINEN SUPPLY

By:
Title: _____
Print Name and Title of Signer.
If Corporate: Chairman, President, or Vice President

Date: _____

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

Date: _____

128-04-20-016

EXHIBIT 1

FIRST AMENDMENT TO AGREEMENT
MISSION LINEN SUPPLY

This FIRST AMENDMENT TO AGREEMENT is entered into and becomes effective on 9/8/2022 (Effective Date), by THE CITY OF MORGAN HILL, a municipal corporation, ("CITY") and MISSION LINEN SUPPLY, a California Corporation ("SERVICE PROVIDER").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This First Amendment to Agreement is entered into based upon the authority of the City Manager pursuant to Chapter 3.04 of the Morgan Hill Municipal Code.

2. The CITY and SERVICE PROVIDER entered into that "Service Agreement" made as of March 20, 2020, for services for a maximum compensation of Forty-Thousand Dollars ($40,000.00) ("SERVICE AGREEMENT"). The 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 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 March 20, 2020, until December 31, 2023. The City Manager is authorized to extend the term of this Agreement, provided the compensation does not exceed the City Manager's authority pursuant to Chapter 3.04 of the Morgan Hill Municipal Code. 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 SIXTY-THOUSAND AND NO DOLLARS ($60,000.00) 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 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 one year of service during the initial term of this Agreement."

C. Paragraph 5.1 shall be added as following:

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.

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 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:
DocuSigned by:
Michelle Bigelow
Michelle Bigelow, City Clerk
Date: 9/8/2022

APPROVED AS TO FORM:
DocuSigned by:
Cynthia Harrison
Donald Larkin, City Attorney
Date: 9/7/2022

CITY OF MORGAN HILL
DocuSigned by:
Christina Turner
Christina Turner, City Manager
Date: 9/8/2022

MISSION LINEN SUPPLY

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

Date: 8/25/2022

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

Date: 8/25/2022

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128-04-20-016

EXHIBIT 1

SERVICE AGREEMENT
Mission Linen Supply

THIS AGREEMENT is entered into and becomes effective on 3/20/20 (Effective Date), by and between the CITY OF MORGAN HILL, a municipal corporation, ("CITY"), and Mission Linen Supply. 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 period of one year. Any such extension shall be in writing and signed by both Parties to this Agreement.

3. **Scope of Service.** The services to be performed by SERVICE PROVIDER shall be Mats and Linen Services as further described in **Exhibit A.**

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

4.1. Amount. $40,000.00. Total compensation to SERVICE PROVIDER under this Agreement during its initial term set forth in Section 2 above shall not exceed Forty 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 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 CONSULTANT for one year of service during the initial term of this Agreement.

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 of CITY is authorized to terminate this AGREEMENT, in whole or in part, on behalf of CITY.

6. Performance of Work. SERVICE PROVIDER represents that it is qualified by virtue of experience, training, education, and expertise to accomplish these services. Services shall be performed by SERVICE PROVIDER in accordance with professional practices in a manner consistent with a level of care, competence and skill exercised by qualified members of the SERVICE PROVIDER'S profession. By delivery of completed work, SERVICE PROVIDER certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. SERVICE PROVIDER shall perform all work and services under this Agreement in conformance with the time schedule set forth on Exhibit C, "Schedule of Performance," attached hereto and incorporated herein by this reference. CITY's City Manager is authorized on behalf of CITY to modify the timeframes set forth on the Schedule of Performance within the term of this Agreement. If SERVICE PROVIDER desires to leave or store any of SERVICE PROVIDER's equipment at a CITY site while SERVICE PROVIDER is performing work or service pursuant to this Agreement, SERVICE PROVIDER will first obtain the consent of CITY's City Manager, or his/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. SERVICE PROVIDER further understands that the CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to SERVICE PROVIDER, at any time as deemed necessary to protect the interests of the CITY.

8.1. Insurance Types and Amounts.

8.1.1. Commercial General Liability (CGL). SERVICE PROVIDER shall maintain CGL against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) one million dollars ($1,000,000.00) 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.

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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 contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Such coverage shall be in the minimum amount of: (i) one million dollars ($1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to SERVICE PROVIDER under SERVICE PROVIDER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

8.1.5. Professional Liability.

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

8.1.5.2. If the performance of SERVICE PROVIDER's work or service under this Agreement relates to Information Technology or related services (examples include, but are not limited to computer programmers, 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 the CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers; and,

8.2.1.3. Insurance shall be primary non-contributing.

8.2.2. Workers Compensation.

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.

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

Certificate Holder address:

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

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

10. Compliance with Law.

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

10.2. 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:

Mission Linen Supply
315 Kern Street
Salinas, CA 93905-2508

Address of CITY is as follows:

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

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

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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. **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.

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

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.

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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 the 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 the SERVICE PROVIDER to indemnify the INDEMNITEE shall be as broad and inclusive as permitted by the laws of the State of California and shall survive termination of this Agreement.

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.

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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.

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[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:

Michelle Bigelow
City Clerk/Deputy City Clerk

Michelle Bigelow
Print Name

Date: 3/20/20

APPROVED AS TO FORM:

City Attorney

for Donald A. Larkin
Print Name

Date: 3-18-2020

CITY OF MORGAN HILL

City Manager

Christina J. Turner
Print Name

Date: 3/20/2020

Mission Linen Supply

By:

John Ross, President
Print Name and Title of Signer.
If Corporate: Chairman, President or Vice President

Date: 12/2/19

By:

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

Date: 12/2/19

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EXHIBIT A
SCOPE OF SERVICES

The scope of service includes providing floor mat and linen rental services for the the City of Morgan Hill Police Department located at 16200 Vineyard Boulevard, Morgan Hill, CA 95037.

The Service Provider will have complete responsibility for providing all labor and materials for delivery, placement, removal, pick-up and cleaning services at the Morgan Hill Police Department. The City will not be responsible for rolling up mats in preparation for pick-up. The Service Provider shall have complete responsibility for properly cleaning and maintaining the mats to the level desired by the City. Tears, rips, stains, frays or other unsightly characteristics will not be acceptable.

The initial levels of service (# of mats, linens and frequency of service) are to be determined with the Maintenance Manager, Maintenance Coordinator or their designees at the Morgan Hill Police Department. After the initial level of service is established, the Maintenance Manager, Maintenance Coordinator or their designees may increase or decrease services with the facility's budget limits.

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EXHIBIT B
SCHEDULE OF COMPENSATION RATES

Weekly Charge Per Item:

Item	Type	Unit Price
Bath Towel		.55
Blanket	66" X 90" Fire Retardant	3.25
Dust Mop		2.00
3 X 4 Mat		6.00
4 X 6 Mat		7.00
3 X10 Mat		8.00
Scraper Mat		2.50

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EXHIBIT C
SCHEDULE OF PERFORMANCE

The frequency of service will be weekly or semi-monthly (twice a month) as determined by the Maintenance Manager, Maintenance Coordinator or their Designee at the City of Morgan Hill Police Department.

CITY OF MORGAN HILL

City Council

Meeting Minutes

Mark Turner - Mayor
Rene Spring - Mayor Pro Tem
Gino Borgioli - Council Member
Marilyn Librers - Council Member
Yvonne Martinez Beltran - Council Member

Wednesday, November 1, 2023 6:00 PM

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

CALL TO ORDER

Mayor Turner called the City Council meeting to order at 6:00 p.m.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

PRESENT	Rene Spring, Gino Borgioli, Yvonne Martinez Beltran, Mark Turner
ABSENT	Marilyn Librers

DECLARATION OF POSTING AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

SILENT INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

Proclaiming the month of November as Native American Heritage Month.

CITY COUNCIL REPORTS

Council Member Martinez Beltran attended the Penninsula Division Mental Health forum led by State Assemblymember Gail Pellerin. She shared that they encouraged cities to use the 988 number and to share that with the community. On October 9, 2023 they had the first Penninsula Division Executive Committee meeting with the League of CA Cities. She mentioned that speeding has been an issue for residents in the Cochrane area. A group of residents got together to make a video that could win the City a radar sign. On October 28, 2023, a Dia de los Muertos event took place at the Community and Cultural Center. She mentioned it was a big success. She also thanked the Economic Development team for the Kidz Fest and Safe Trick or Treat. It was a fantastic event. She stated that she serves as a SVCE Legislative Chair. They have been working closely with some of the legislative energy champions in Sacramento and were sure to get a voice at the table regarding several amendments.

CITY MANAGER'S REPORT

City Manager Christina Turner announced that Counci Member Borgioli and the team nominated one of our teammates for a very prestigious award. She introduced the immediate Past President of the City Clerk's Association of California, Melissa Thurman, to present the Pat Hammers Spirit Award to Michelle Bigelow. She announced that the website refresh project is complete and now live. The site's navigation has improved to be more user-friendly for the community. The site is available in Spanish by clicking at the top of the page. She spoke about "I Belong Morgan Hill", which is a part of the City's Diversity, Equity and Inclusion efforts. This is a community outreach effort that includes a community survey and a series of listening sessions. You can visit our DEI website for more information regarding the listening sessions. She announced that we are working to develop our first comprehensive Transportation Masterplan. Community meetings will start on November 8, 2023 at 7:00 p.m. at the Community and Cultural Center and the Spanish meeting will be on November 16, 2023 at 7:00 p.m. at the Council Chambers building. There will be a Day fo the Dead celebration on Saturday, November 4, 2023 at 3:00 p.m. at the Magical Bridge Playground. It will include face painting, balloon animals, art projects, a talent show, and a parade at 4:30 p.m. This is a free event open to all abilities and ages. She announced our new Morgan Hill Fire Chief Baraka Carter and welcomed him to Morgan Hill.

CITY ATTORNEY'S REPORT

No report.

OTHER REPORTS

Mayor Turner congratulated Chief Carter and welcomed him to Morgan Hill. He also congratulated Michelle Bigelow on her award. He mentioned that the Saturday Kidz Fest and Safe Tick or Treat event was great. He attended a mobility partnership meeting in Hollister. He announced that the roundabout at Hwy 25 and 152 will be closed from Friday, November 10, 2023 through Sunday, November 12, 2023 and will reopen on Monday, November 13, 2023 at 5:00 a.m. He sits on the Santa Clara County Library District Committee. He thanked the Friends of the Morgan Hill Library for continuing to support our branch and recently contributing $2,500 in donations. He announced that the Bay Area Panthers will continue to be headquartered in Morgan Hill and play at the SAP center. There is an event on Saturday, November 4, 2023 called the Mayor's Challenge. There will be a football clinic for grades 3 - 8. Mayor Mahan and Mayor Turner will participate in a challenge. On Tuesday, November 14, 2023 there will be a photo unveiling at the Community Recreation Center at 6:00 pm.

PUBLIC COMMENT

Public comment opened at 6:21 p.m.
Babita Kumari was called to speak.
There being no further requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	Passed
MOVER:	Mayor Pro Tem Spring
SECONDER:	Council Member Borgioli
AYES:	Mayor Pro Tem Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner
NAYS:	None
ABSTAIN:	None
ABSENT:	Council Member Librers

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.

MOTION:

Approving consent calendar items 1 through 6.

RESULT:	Passed
MOVER:	Council Member Borgioli
SECONDER:	Mayor Pro Tem Spring
AYES:	Mayor Pro Tem Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner
NAYS:	None
ABSTAIN:	None
ABSENT:	Council Member Librers

1. **ACCEPT GRANT FROM THE SILICON VALLEY COMMUNITY FOUNDATION (SVCF) ON BEHALF OF DESTINATION HOME**

   Recommendation:

   Accept a $13,000 Grant from the Silicon Valley Community Foundation on behalf of Destination Home to support a public awareness campaign promoting the

needs and opportunities of Morgan Hill residents regarding jobs, housing, and a sense of belonging.

2. ACCEPT GRANT FUNDING FROM CALIFORNIA STATE OFFICE OF TRAFFIC SAFETY, SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT FOR DUI ENFORCEMENT, EDUCATION & EQUIPMENT

Recommendation:

1. Authorize the City Manager to execute an Agreement with the California State Office of Traffic Safety accepting grant funds from the Selective Traffic Enforcement Program in the amount of $60,000, and
2. Amend the FY 2023-24 budget to recognize grant revenue and appropriate $60,000 in grant fund expenditures.

3. APPROVE AN AMENDMENT TO AGREEMENT WITH AKEL ENGINEERING GROUP FOR ON-CALL WATER AND WASTEWATER SERVICES

Recommendation:
Approve and authorize the City Manager to execute an amendment to the agreement with Akel Engineering Group to increase the not-to-exceed amount from $150,000 to $300,000.

4. APPROVE SECOND AMENDMENT TO BATTALION ONE FIRE PROTECTION MAINTENANCE SERVICE AGREEMENT FOR FIRE PROTECTION SPRINKLER INSPECTIONS, TESTING, MAINTENANCE AND REPAIR SERVICES AT CITY FACILITIES

Recommendation:

1. Approve the Second Amendment to the maintenance service agreement with Battalion One Fire Protection, Inc. for an additional year of services for $22,049, for a total contract amount of $82,228 including the addition of the El Toro and Dunne Hill Fire Stations to the scope of work; and
2. Authorize the City Manager to execute and administer two additional one-year extensions of the maintenance service agreement.

5. APPROVE THE SEPTEMBER 27, 2023 MID-YEAR GOAL REVIEW WORKSHOP MINUTES AND THE OCTOBER 4, 2023 CITY COUNCIL MEETING MINUTES

Recommendation:
Approve Minutes.

6. APPROVE REFINANCING FOR ROYAL COURT ASSOCIATES (EDEN

HOUSING) AFFORDABLE HOUSING PROJECT

Recommendation:

1. Authorize the City Manager to approve the re-subordination of an existing City loan in the principal amount of $2,650,000 for Royal Court Associates, L.P., a 55-unit EDEN Housing Affordable Housing Apartment Community, subject to an agreement negotiated by the City Attorney; and
2. Authorize the City Manager to accept a payment of $50,000 towards the accrued interest of the existing City Loan.

PUBLIC HEARINGS

7. INTRODUCE ORDINANCE TO RENEW THE MORGAN HILL TOURISM BUSINESS IMPROVEMENT DISTRICT (MHTBID)

Recommendation:

1. Open and close public hearing;
2. Waive the first and second reading of the ordinance; and
3. Introduce ordinance to renew the Morgan Hill Tourism Improvement District (MHTBID).

Economic Development Director Matt Mahood and Executive Director of Visit Morgan Hill Krista Rupp provided a presentation and report.

The public hearing opened at 6:51 p.m. The following people were called to speak:
Nick Gaich
Gene Guglielmo
There being no further requests to speak, the public hearing closed.

MOTION:

Waiving the first and second reading of the ordinance.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Mayor Pro Tem Spring
AYES:	Mayor Pro Tem Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner
NAYS:	None
ABSTAIN:	None
ABSENT:	Council Member Librers

MOTION:
Introducing the ordinance.

RESULT:	Passed
MOVER:	Council Member Martinez Beltran
SECONDER:	Council Member Borgioli
AYES:	Mayor Pro Tem Spring, Council Member Borgioli, Council Member Martinez Beltran, Mayor Turner
NAYS:	None
ABSTAIN:	None
ABSENT:	Council Member Librers

The meeting recessed at 6:57 p.m. and reconvened at 7:03 p.m.

OTHER BUSINESS

8. RECEIVE MONTHLY BUDGET UPDATE; SEPTEMBER 2023 FINANCIAL AND INVESTMENT REPORTS; AND CITY MANAGER AUTHORITY REPORT

Recommendation:
Accept and file report.

Finance Director Dat Nguyen provided a report and presentation.

Public comment opened at 7:19 p.m. There being no requests to speak, public comment closed.

Report accepted.

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Members Martinez Beltran and Spring requested a discussion on public comment.

CLOSED SESSION

City Attorney Donald Larkin announced the closed session item.

CONFERENCE WITH LABOR NEGOTIATORS

Authority: Pursuant Government Code Section 54957.6 City Negotiators: Christina Turner, City Manager; Donald Larkin, City Attorney; Michael Horta, Human Resources Director; Dat Nguyen, Finance Director; Edith Ramirez, Assistant City Manager, Development Services

OPPORTUNITY FOR PUBLIC COMMENT

Public comment opened at 7:20 p.m. There being no requests to speak, public comment closed.

The meeting adjourned to closed session at 7:20 p.m.

ADJOURNMENT

There being no further business, Mayor Turner adjourned the meeting at 7:38 p.m.

Minutes Prepared by:
Michelle Bigelow, City Clerk

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

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

APPROVE THE 2024 CITY COUNCIL MEETING SCHEDULE

RECOMMENDATION(S)
Review, discuss, if needed, amend, and approve the 2024 City Council meeting schedule.

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
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

REPORT NARRATIVE:
The City Council has adopted City Council Policy CP-06-02 regarding its meeting schedule. The team requests that the City Council review its meeting schedule through the beginning of February 2025 (see attached). The following meetings are proposed to be canceled or scheduled:

1. January 3rd regular meeting of the City Council canceled per Council Policy CP-06-02. (Cancel)
2. January 24th regular meeting of the City Council canceled to allow the Mayor and Council Members to attend the CalCities New Mayor and Council Conference. (Cancel)

3. February 2nd at 9:00 a.m. and February 3rd at 9:00 a.m. Special City Council Goal Setting Workshop. (Schedule)
4. July 3rd, July 17th, and July 24th regular meetings of the City Council canceled pursuant to Council Policy CP-06-02 (Cancel)
5. August 7th regular meeting of the City Council canceled pursuant to extend the summer break. (Cancel)
6. October 2nd regular meeting of the City Council canceled in observance of Rosh Hashanah. (Cancel)
7. October 16th regular meeting of the City Council canceled to allow the City Council and staff to attend the Cal Cities Annual Conference. (Cancel)
8. November 27th regular meeting of the City Council canceled pursuant to Council Policy CP-06-02. (Cancel)
9. December 25th regular meeting of the City Council canceled pursuant to Council Policy CP-06-02. (Cancel)
10. January 1, 2025 regular meeting of the City Council canceled per Council Policy CP-06-02. (Cancel)
11. February 7, 2025 at 9:00 a.m. and February 8, 2025 at 9:00 a.m. Special City Council Goal Setting Workshop. (Schedule)

Given the above information, the City Council may wish to retain, adjust, and/or cancel regularly scheduled meetings.

COMMUNITY ENGAGEMENT:
This report serves to inform the public of the 2024 City Council meeting schedule.

ALTERNATIVE ACTIONS:
Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The City Council reviews the meeting schedule annually.

FISCAL AND RESOURCE IMPACT:
There is no fiscal impact 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.

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CITY OF MORGAN HILL
CITY COUNCIL POLICIES AND PROCEDURES

CP-06-02

SUBJECT: **CITY COUNCIL MEETING SCHEDULE**

EFFECTIVE DATE: **April 1, 2023**

ORIGINATING DEPT: **City Clerk**

The City Council has ordained that regular meetings are to be held on the first, third, and fourth Wednesdays of every month at 6:00 p.m. In the event of a legal holiday occurring on a regular City Council meeting day, the meeting(s) will be canceled. Should the Mayor and City Manager determine that the third meeting of the month is not necessary, they shall have the authority to cancel the meeting.

The City Council desires to take official legislative recesses, at various times, to accommodate community and civic commitments, vacations, and the City's operations schedule. As such, the following meeting schedule will apply for the months of January, July, September, October, November and December of every year:

- For the month of January, should the City furlough its employees the last week in December, the first meeting in January shall be canceled.
- The Council will hold its annual Goal Setting retreat the first Friday and Saturday of February.
- The Council will hold its annual Budget Workshop during the month of May.
- For the month of July, all meetings are to be canceled for summer recess.
- For the months of September and October, regular meetings will be held on the first, third, and fourth Wednesdays, beginning at 6:00 p.m.; unless the meeting date falls on Rosh Hashanah or Yom Kippur. In which case, said meeting will be canceled.
- For the month of November, regular meetings will be held on the first, third, and fourth Wednesdays, beginning at 6:00 p.m.; unless the Wednesday meeting date falls the day before the Thanksgiving Holiday. In which case, said meeting will be canceled.
- For the month of December, regular meetings will be held on the first, third, and fourth Wednesdays, beginning at 6:00 p.m.; unless the Wednesday meeting date(s) fall on the Christmas Holiday and/or during the Holiday furlough. In which case, said meeting(s) will be canceled.

The City Council shall have the ability to adjust and/or add other meeting dates, as deemed appropriate.

This policy shall remain in effect until modified by the City Council respectively.

APPROVED:

DocuSigned by:

Mark Turner

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MARK TURNER, Mayor

DRAFT 2024 City Council
Meeting Schedule

Meeting Date	Type of Meeting	Notes
1/3/2024 Wednesday	Regular CC	Canceled per Council Policy (CP 06-02)
1/17/2024 Wednesday	Regular CC	
01/24/2024 Wednesday	Regular CC	Canceled New Mayor and Council Conference
02/02/2024 Friday	Special CC	Goal Setting Workshop – Day 1 9:00 am – 5:00 pm
02/03/2024 Saturday	Continued from 02/02/2024	Goal Setting Workshop – Day 2 9:00 am – 5:00 pm
02/07/2024 Wednesday	Regular CC	
02/21/2024 Wednesday	Regular CC	
02/28/2024 Wednesday	Regular CC	
03/06/2024 Wednesday	Regular CC	
03/20/2024 Wednesday	Regular CC	
03/27/2024 Wednesday	Regular CC	
04/03/2024 Wednesday	Regular CC	
04/17/2024 Wednesday	Regular CC	
04/24/2024 Wednesday	Regular CC	
05/01/2024 Wednesday	Regular CC	
05/15/2024 Wednesday	Regular CC	
5/22/2024 Wednesday	Regular CC	Budget Workshop 5:00 pm
06/05/2024 Wednesday	Regular CC	
06/19/2024 Wednesday	Regular CC	

DRAFT 2024 City Council
Meeting Schedule

Meeting Date	Type of Meeting	Notes
06/26/2024 Wednesday	Regular CC	
07/03/2024 Wednesday	Regular CC	Canceled per Council Policy (CP 06-02)
07/17/2024 Wednesday	Regular CC	Canceled per Council Policy (CP 06-02)
07/24/2024 Wednesday	Regular CC	Canceled per Council Policy (CP 06-02)
08/07/2024 Wednesday	Regular CC	Canceled per Council Policy (CP 06-02)
08/21/2024 Wednesday	Regular CC	
08/28/2024 Wednesday	Regular CC	Mid-Year Goal Review Workshop 5:00 pm
09/04/2024 Wednesday	Regular CC	
09/18/2024 Wednesday	Regular CC	
09/25/2024 Wednesday	Regular CC	
10/02/2024 Wednesday	Regular CC	Canceled per Council Policy (CP 06-02) Rosh Hashanah
10/16/2024 Wednesday	Regular CC	Canceled Cal Cities Annual Conference
10/23/2024 Wednesday	Regular CC	
11/06/2024 Wednesday	Regular CC	
11/20/2024 Wednesday	Regular CC	
11/27/2024 Wednesday	Regular CC	Canceled per Council Policy (CP 06-02)
12/04/2024 Wednesday	Regular CC	
12/18/2024 Wednesday	Regular CC	
12/25/2024 Wednesday	Regular CC	Canceled per Council Policy (CP 06-02)

DRAFT 2024 City Council
Meeting Schedule

Meeting Date	Type of Meeting	Notes
1/1/2025 Wednesday	Regular CC	Canceled per Council Policy (CP 06-02)
1/15/2025 Wednesday	Regular CC	
1/22/2025 Wednesday	Regular CC	
02/05/2025	Regular CC	
02/07/2025 Friday	Special CC	Goal Setting Workshop – Day 1 9:00 am – 5:00 pm
02/08/2025 Saturday	Continued from 02/07/2025	Continued Goal Setting Workshop – Day 2 9:00 am – 5:00 pm

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Kim Mancera, Deputy City Clerk
APPROVED BY: City Manager

RECEIVE REPORT REGARDING UPCOMING 2024 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.”

The Library, Culture and Arts Commissioners and Parks & Recreation Commissioners

with terms due to expire in 2024 are highlighted in the attached “Local Appointment List.” The LCAC will have four (4) members with terms due to expire on April 1, 2024. The PRC will have three (3) members with terms due to expire on April 1, 2024. No terms for the Planning Commission will expire in the 2024 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.

2.36.020 - Membership—Terms of office—Vacancies.

2.36.030 - Meetings.

2.36.040 - Powers and duties.

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)

CITY OF MORGAN HILL

17555 PEAK AVENUE MORGAN HILL CALIFORNIA 95037

general@morganhill.ca.gov

POSTED ON November 16, 2023 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.

Date Appointed	Name	Term Expires
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.

Date Appointed	Name	Term Expires
May 4, 2022	Harpreet Vittal	April 1, 2026
February 15, 2023	Julie Lucido	April 1, 2026
May 4, 2022	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.

Date Appointed	Name	Term Expires
July 15, 2015	Liam Downey	June 1, 2027
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, 2027
March 2, 2022	Paul Lake	June 1, 2027
April 25, 2007	Wayne Tanda	June 1, 2027

Note: Yellow Highlighted Commissioners have terms expiring in 2024

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 exits 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

CITY OF MORGAN HILL

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.

Date Appointed	Name	Term Expires
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.

Date Appointed	Name	Term Expires
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
School District Liaison Ex-Officio Member:	Bob Benevento	N/A

PLANNING COMMISSION (Four Year Term)

Meets twice monthly to advise on matters related to City growth and development.

Date Appointed	Name	Term Expires
May 18, 2011	John Kim KcKay	June 1, 2017
February 9, 2005	Susan Koepp-Baker	June 1, 2015
February 5, 2014	Zenon Komarcyzk	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 OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Jennifer Carman, Development Services Director
APPROVED BY: City Manager

AFFIRM OR MODIFY PLANNING COMMISSION APPROVAL OF A CONDITIONAL USE PERMIT AND DESIGN PERMIT TO ALLOW AN APPROXIMATELY 5,000 SQUARE FOOT DRIVE-THROUGH RESTAURANT (CHICK-FIL-A) ON A 1.82 ACRE SITE AT SUTTER AND COCHRANE

RECOMMENDATION(S)

1. Open/close public hearing; and
2. Adopt a resolution affirming the decision of the Planning Commission to adopt Resolution No. 23-08 approving the Conditional Use Permit and Resolution No. 23-09 approving the Design Permit.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Preserving and Cultivating Public Trust

2022-2023 Strategic Priorities
Fiscal Sustainability
Economic Development

Guiding Documents
Economic Blueprint
Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Background
On September 26, 2023, the Planning Commission conducted a public hearing and voted 5-1-0-1 (Commissioner Tanda opposed, Commissioner Lake absent) to approve a Conditional Use Permit (File No. UP2022-0007) and a Design Permit (File No. SR2022-0004) to allow an approximately 5,000-square-foot drive-through restaurant (Chick-fil-A) on the southwest corner of Cochrane Road and Sutter Blvd. The plans, Staff Report, and approved resolutions including findings and the conditions of approval are attached.

City Council Review
On October 6, 2023, Councilmember Rene Spring initiated a call for review of the Planning Commission's decision to approve the subject applications in accordance with Section 18.112.040 (Calls for Review), in which the City Council may call for the review of any decision of the Community Development Director or Planning Commission within 10 days of the decision. The Planning Commission's decision is suspended until the City Council renders a final decision.

The council may take the following actions as part of the review:

1. Affirm the Planning Commission's decision to approve the project.
2. Reverse the action of the Planning Commission.
3. Adopt additional conditions of approval that may address issues or concerns.

Within sixty days of the initial public hearing on the call for review, the City Council shall render its decision on the matter, unless it is continued for good cause. If the City Council is unable to reach a decision on the matter under review, the decision of the Planning Commission shall remain in effect.

Planning Commission Actions

Public Testimony
The Planning Commission received public testimony and discussed the project at its September 26, 2023 Planning Commission meeting. The applicant's representatives (including a Civil Engineer and Land Use Attorney) spoke in support of the project.

Joanne Conca, the owner of the neighboring office building at 18525 Sutter Blvd. expressed concerns regarding the potential for vehicles driving through her property to access the proposed drive-through. She also discussed the ongoing negotiations with Chick-fil-A and that authorization was still needed to construct improvements, including a sidewalk and landscaping within the easement on their property. She also raised issues with maintenance and liability responsibility within the shared easement. An attorney representing the applicant acknowledged Ms. Conca's concerns and expressed confidence that any outstanding issues could be resolved.

The Planning Commission's discussion of the item at the September 26, 2023 meeting is summarized as follows:

a. *Sutter Blvd. Median* - As recommended by the City Engineer, the Design Permit conditions require a new median island to be constructed at the Sutter Blvd./Cochrane Plaza intersection that restricts left turns and through movements. The Commission had questions as to whether the traffic safety benefits of the proposed median would outweigh the inconvenience as a result of motorists needing to find alternative routes for entering/exiting Cochrane Plaza. Scott Creer, the City Engineer, and Robert Del Rio from Hexagon Transportation Consultants reiterated the safety benefits of reducing potential conflicting traffic movements at the intersection and indicated that motorists would be able to find alternatives to using this intersection.

b. *Concerns of neighboring office building property owner* - In response to the concerns of Joanne Conca regarding the potential for vehicles from Jarvis Road to drive through her property, Commissioners suggested that she could install bollards, signage, or other traffic calming measures to discourage vehicles from using her property. The applicant expressed a willingness to further discuss the installation of traffic calming measures. A request to include additional conditions/guidance (including bollards, signage) in the Conditional Use Permit was not accepted by the maker of the motion to approve the resolution.

c. Ingress/Egress *Easement* - In response to the concerns of Joanne Conca regarding the maintenance and liability responsibility within the easement, the City Attorney indicated that the City does not have a role in the interpretation of the easement language with respect to these issues. Commissioners concurred that these were matters to be resolved between the two parties. The Commission expressed support for the Design Permit condition requiring written confirmation from the owner of the underlying property allowing the construction of the improvements within the easement before the City's issuance of Building Permits (Page 14, Resolution No. 23-09).

COMMUNITY ENGAGEMENT:
The proposed project was publicly noticed (mailing to property owners within 300 feet of the project and newpaper legal noticing) for the minimum 10-day period. A sign was also posted on the site regarding the pending project. Refer to the attached Planning Commission Staff Report for additional information. A public notice was published in the newspaper and a mailing to property owners was sent out for this Call for Review public hearing.

ALTERNATIVE ACTIONS:
The City Council could decide to reverse the Planning Commission’s decision to approve the project and deny the Conditional Use Permit and/or Design Permit. Alternatively, the City Council could adopt additional conditions of approval that may address issues or concerns.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
The Planning Commission conducted a public hearing and voted 5-1-0-1 (Commissioner Tanda opposed, Commissioner Lake absent) to approve a Conditional Use Permit (File No. UP2022-0007) and a Design Permit (File No. SR2022-0004) to allow an approximately 5,000-square-foot drive-through restaurant (Chick-fil-A) on the southwest corner of Cochrane Road and Sutter Blvd.

FISCAL AND RESOURCE IMPACT:
The City Development Review functions are cost recovery, with fees collected from applicants to cover the cost of services. These fees have been collected from the applicant.

CEQA (California Environmental Quality Act):
An Initial Study was prepared that supports a determination that the proposed project qualifies for an exemption under CEQA Guidelines Section 15332, Class 32 for infill developments that meet the following criteria:

1. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
2. The proposed development is within the city limits on a project site of no more than five acres substantially surrounded by urban uses.
3. The project site has no value as habitat for endangered, rare, or threatened species.
4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
5. The site can be adequately served by all required utilities and public services.

RESOLUTION NO. 23-_

A RESOLUTION AFFIRMING THE DECISION OF THE PLANNING COMMISSION TO ADOPT RESOLUTION NO. 23-08 APPROVING THE CONDITIONAL USE PERMIT AND RESOLUTION NO. 23-09 APPROVING THE DESIGN PERMIT FOR AN APPROXIMATELY 5,000 SQUARE FOOT DRIVE-THROUGH RESTAURANT (CHICK-FIL-A) ON A 1.82 ACRE SITE AT SUTTER AND COCHRANE.

WHEREAS, on December 7, 2022 applications were submitted by 4G Development on behalf of Chick-fil-a for the request of a Conditional Use Permit and a Design Permit to allow an approximately 5,000 square foot drive-through restaurant including the demolition of the existing building; and

WHEREAS, pursuant to the Morgan Hill Municipal Code Section 18.136.050.A, the Director of Development Services determined the projects exempt from the California Environmental Quality Act (CEQA) as it meets the criteria for the Infill Development Project Exemption (Guidelines Section 15332); and

WHEREAS, testimony was received at the duly noticed public hearing, along with exhibits and drawings and other materials on August 22, 2023; and

WHEREAS, the public hearing, was continued to the Planning Commission meeting on September 26, 2023; and

WHEREAS, testimony was received at the duly noticed public hearing, along with exhibits and drawings and other materials on September 26, 2023; and the Planning Commission voted 5-1-0-1 (Commissioner Tanda opposed, Commissioner Lake absent) to adopt Resolution No. 23-08 approving a Conditional Use Permit and 5-1-0-1 (Commissioner Tanda opposed, Commissioner Lake absent) to adopt Resolution No. 23-09 approving a Design Permit; and

WHEREAS, the City Council, called for a review of the Planning Commission's decision to approve the applications to the City Council pursuant to Morgan Hill Municipal Code 18.112.040 Calls for review, thus suspending the Planning Commission actions until the City Council renders a final decision: and

WHEREAS, on November 15, 2023 the Morgan Hill City Council conducted a hearing on the applications, provided all interested parties and opportunity to be heard, and received, reviewed and considered all testimony and other evidence provided regarding the subject of this review by the City Council.

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

SECTION 1. The Projects approved pursuant hereto are exempt from the California Environmental Quality Act (CEQA) as the environmental checklist provides substantial evidence that the proposed project can be considered exempt from the California Environmental Quality Act on the basis that it meets the criteria for the Infill Development Project Exemption (Guidelines Section 15332) and does not meet any of the exceptions for exemptions (Guidelines Section 15300.2).

SECTION 2. As indicated in Planning Commission Resolutions No. 23-08 and No. 23-09, adopted on September 26, 2023, the Conditional Use Permit and Design Permit have been found consistent with the Findings of approval contained in Section 18.108.030 and 18.108.140 of the Zoning Code

SECTION 3. The approved project shall be conducted in a manner consistent with the Conditions of Approval attached as Exhibit A to Planning Commission Resolution No. 23-08 and Exhibit A to Planning Commission Resolution No. 23-09.

SECTION 4. The City Council hereby affirms the Planning Commission's adoption of Resolution No. 23-08 and Resolution No. 23-09, approving a Conditional Use Permit and a Design Permit subject to the conditions set forth in the resolution hereto and incorporated herein this reference. Any expansion, intensification, or changes to the use approved under this conditional use permit deemed major by the Development Services Director shall be permitted only upon amendment of this Conditional Use Permit or approval of a separate Conditional Use Permit application. Minor deviations to the Design Permit may be approved by the Development Services Director when consistent with the overall intent of the project.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 15th day of November 2023 by the following vote:

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

APPROVED: **ATTEST:**

MARK TURNER, 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.23-00_ adopted by the City Council at the meeting held on _____, 2023.

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

DATE: _____

_____
MICHELLE BIGELOW, City Clerk

From: Donnell Thomas <donnell@me.com>
Sent: Wednesday, October 25, 2023 12:08 AM
To: CityClerk <clerk@morganhill.ca.gov>
Subject: [EXTERNAL] Update on Chick-fil-A

Dear City of Morgan Hill,

I am writing to express my views and concerns regarding the construction of the new Chick-fil-A restaurant at the corner of Cochran and Sutter, particularly in relation to the neighboring building. As a resident and supporter of economic development in our community, I believe that progress should not be hindered by the parking lot issue next-door.

My primary concern is whether a resolution has been reached regarding the parking lot to the neighboring building. While it is important to respect the needs and concerns of all parties involved, I strongly believe that this matter should not impede the progress of Chick-fil-A in demolishing the old restaurant and constructing a new one for Morgan Hill.

Chick-fil-A will be a valued part of our community, providing both jobs and a popular dining option for residents. The prospect of a new and improved establishment is exciting, and it would contribute to the growth and vibrancy of our city.

I urge the City to consider the greater benefit to our community and work diligently to facilitate a solution that allows Chick-fil-A to proceed with their plans. It is my opinion that the potential economic and social advantages of the new restaurant outweigh the concerns related to the neighboring building's parking lot. The business that Chick-fil-A will be bringing into our community would be a positive value to the neighbor, which will probably bring her more business.

I would appreciate any updates or information on the current status of this issue and any actions taken by the City to ensure a positive outcome. I believe in the importance of open communication and collaboration for the betterment of our community.

Thank you for your attention to this matter.

Sincerely,
Donnell Thomas
17631 Calle Mazatan, Apt. 2
Morgan Hill, CA 95037
(408) 318-2715

From: Bernard Mulligan <bernardmulligan@me.com>
Sent: Wednesday, November 1, 2023 11:44:34 AM
To: Mark Turner <mark.turner@morganhill.ca.gov>
Subject: [EXTERNAL] Chick-fil-A

Hi Mark,
I'm in favor of supporting the above restaurant. Thanks. I hope to see you at the Philanthropy Night event
Sent from my iPhone

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: JAMES REALINI <jprealini@aol.com>
Sent: Wednesday, November 1, 2023 12:03:09 PM
To: Mark Turner <mark.turner@morganhill.ca.gov>
Subject: [EXTERNAL] Chick-fil-a to Morgan Hill

Please support bringing Chick-Fil-A to Morgan Hill.

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: DANEAN SMITH <daneans@verizon.net>
Sent: Wednesday, November 1, 2023 2:00 PM
To: Rene Spring <Rene.Spring@morganhill.ca.gov>
Cc: Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>
Subject: [EXTERNAL] Please APPROVE a Chick-fil-A in Morgan Hill

PLEASE, PLEASE, PLEASE
Support the APPROVAL of a Chick-fil-A in Morgan Hill. We really need one here, it's crazy there's not one in south county until you get to Salinas.

Thank you,
~Smith Family us

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

CITY OF MORGAN HILL

PLANNING COMMISSION STAFF REPORT
MEETING DATE: September 26, 2023

PREPARED BY:
Rich Buikema, Contract Planner
APPROVED BY: Jennifer Carman

UP2022-0007/SR2022-0024 SUTTER-CHICK-FIL-A CONDITIONAL USE PERMIT AND DESIGN PERMIT FOR AN APPROXIMATELY 5,000 SQUARE FOOT RESTAURANT WITH DRIVE-THROUGH ON A 1.82 ACRE SITE.

RECOMMENDATION(S)

1. Open/close public hearing; and
2. Adopt a Resolution approving a Conditional Use Permit for an approximately 5,000 square foot restaurant with a drive-through.
3. Adopt a Resolution approving a Design Permit for an approximately 5,000 square foot restaurant with a drive-through

LOCATION MAP/PROJECT INFORMATION:

1. Location: Southwest corner of Sutter Blvd. and Cochrane Road (APN 726-32-002, 726-32-022)
2. Site Area: 1.82 acres

3. General Plan: Commercial
4. Zoning: PUD - CG (Morgan Hill Ranch Business Park)
5. Request: Request for a Conditional Use Permit and Design Permit to construct an approximately 5,000 square foot drive-through restaurant (Chick-fil-a) on the site of an existing 6,900 square foot sitdown restaurant proposed for demolition.

BACKGROUND:

A Conditional Use Permit and Design Permit is requested to construct an approximately 5,000 square-foot drive-through restaurant on a 1.63-acre property presently developed with a vacant 6,900 square foot restaurant building (formerly Marie Callender's & Forbes Grill). The existing building is proposed to be demolished (photo below).

The project includes an additional approximately .19-acre area for landscaping and sidewalk

improvements within an existing ingress/egress easement on the adjoining property to the south at 18525 Sutter Blvd for a total project area of 1.82 acres.

Drive-through uses may be conditionally allowed in the CG General Commercial district (as referenced in the Morgan Hill Ranch Business Park (PUD) Attachment 4), with the approval of a Conditional Use Permit by the Planning Commission. A Design Permit is proposed concurrently that will ensure that the proposed use and site design are compatible with their surroundings. The Development Services Director elevated the Design Permit to the Planning Commission for review and final decision.

PROJECT DESCRIPTION:

Site Description

The site is on the southwesterly corner of Cochrane Road and Sutter Blvd and was originally developed in 1990 with a 6,000 square foot sit-down restaurant and an associated surface parking lot that is currently vacant. The site does not have direct street access to either Sutter Blvd or Cochrane Road. Access from Sutter Blvd is taken through an existing 60’ wide easement on the adjacent parcel to the south that is also utilized for access by the Evergreen Village Commercial Center. There is an existing Landscape and Public Service Easement across the entire project frontage that is 40 feet wide on the Cochrane Road frontage and 20' on the Sutter Blvd. frontage that must remain free of buildings. The existing Morgan Hill Ranch sign structure is proposed to remain.

Surrounding Uses

	General Plan Land Use	Zoning	Existing Use
North	Industrial	II - Light Industrial	Office (Cochrane Business Ranch)
South	Commercial	PUD (Morgan Hill Business Park)	Office
East	General Commercial	PUD (Morgan Hill Business Park)	Retail (Cochrane Plaza)
West	Commercial	PD (Evergreen Village)	Commercial/Retail (Evergreen Village)

Surrounding existing land uses include commercial and light industrial uses to the north, and a business park to the northwest, across Cochrane Road; a shopping center to the east, across Sutter Boulevard; medical offices to the southeast; and the 20-acre Evergreen Village Commercial Center to the west (Attachment 13).

Existing drive-through uses in the Evergreen Village Commercial Center include a Starbucks and a 7/11 Gas Station/Convenience Store with a Car Wash. The Design Permit has been approved for a Taco Bell but building permits are still pending. A hotel (Holiday Inn Express) has been approved on the portion of the Evergreen Village directly adjacent to the proposed site that has not yet obtained Building Permits.

A Conditional Use Permit and Design Permit are currently pending for a Raising Cane's drive-through restaurant in the Evergreen Village Commerical Center on the southeast corner of Cochrane Road and Butterfield Blvd. The PD requires a conditional use permit for any additional drive-through uses above three - Raising Cane's would be the fourth drive-through use in the Evergreen Village Commercial Center.

Other drive-through restaurants in the area include McDonald's in the Cochrane Plaza Shopping Center on the southwest corner of Cochrane Road and Madrone Parkway and an In-N-Out Burger on the northeast corner.

Operations
As described in the Project Description/Statement of Operations (Attachment 3), the proposed Chick-fil-a restaurant would operate from 6 a.m. to 10 p.m., Monday through Saturday, and would be closed on Sundays. The restaurant would include a meal fulfillment area, dining area, kitchen, team member room, office, and restrooms. Customers would either order inside the restaurant building, online, or from their vehicles using the dual drive-thru lane. The restaurant will have approximately 75 seats, indoors and an outdoor patio area with approximately 25 seats.

Site Plan and Circulation
As indicated on the site plan (attachment 15), the main restaurant building is proposed to be set back 112' feet from the Cochrane Road right-of-way and 56' from the Sutter Blvd right-of-way. Canopy structures are proposed on the front and side of the building over the ordering and pickup portions of the drive-through lanes that are setback 60' from Cochrane Road and 20' from Sutter Blvd. The building is setback 75' (canopy 50') from the interior property line. A pergola is proposed over the outdoor dining area on the south side of the building.

The large setbacks are due to the existing Landscape/Public Service easement and the development standards of the Morgan Hill Ranch Business Park (Attachment 2). As shown in the plans, the setback areas will be used for landscaping, stormwater treatment/detention, and flood control measures. A low wall is proposed along the outside edge of the drive-through lane to screen the visibility of the drive-thru lane from the street.

Primary access to the project site would be provided from a 35-foot-wide driveway in the southern corner of the project site, which would connect to the existing easement north of the medical office and allow vehicles to both enter and exit the project site. A second 22-foot-wide entrance-only driveway would be provided from Cochrane Road, at the northwest corner of the site. According to the Traffic Operation Analysis, providing egress from the Cochrane Road driveway was not recommended due to the following:

- Adequate outbound access from the project site onto eastbound Cochrane Road would be provided via Sutter Boulevard and Skipper Lane.

- Outbound vehicles would turn onto a right-turn-only lane along Cochrane Road and would need to merge into the adjacent travel lane to continue eastbound along Cochrane Road.

- An existing bike lane merges with the right-turn lane at the location of the proposed driveway.

The northwest driveway would connect to a one-way internal roadway before merging into the main parking area. The two proposed drive-through lanes will have a capacity of 48 vehicles. Each lane would have a maximum queue capacity of 24 vehicles per lane, assuming 20 feet per car and full utilization of each lane. During normal operations, customers would merge into a single lane as they proceed past the ordering area; during periods of higher operational tempo, customers would remain in a two-lane configuration as employees would deliver food to customers in the outside lane.

The use of the existing ingress/egress easement for the purposes of accessing the proposed project is in dispute as indicated in the attached correspondence from Joanne Conca (property owner 18525 Sutter Blvd.) and Basil S. Shiber an attorney representing Chick-fil-A, Inc. (Attachments 10 & 11).

As this is a civil issue between the two parties, the City is not taking a position on this matter and is proceeding with the processing of these applications. Access to the site from Sutter Boulevard will be required as a condition of approval, prior to issuing Building Permits.

PROJECT ANALYSIS AND FINDINGS:
ANALYSIS

The proposed project was analyzed with respect to conformance with: 1) Morgan Hill 2035 General Plan; 2) Zoning Ordinance; and 3) California Environmental Quality Act :

1. Morgan Hill 2035 General Plan
The proposed project is consistent with the Commercial General Plan land use designation that is primarily located along arterial roadways west of Highway 101 and along the eastern freeway frontage. This designation is intended to allow a wide range of retail businesses, administrative and executive office uses, and professional services, either in stand-alone buildings or as part of shopping centers.

The proposed project aligns with the following General Plan Goals and Policies that are relevant to the proposed Use Permit.

Policy CNF- 4.9 Orderly Growth
Urban growth should occur in an orderly and contiguous pattern, within the designated Urban Service Area, encouraging infill of vacant urban land.

The proposed project is infill development within the City's Urban Service area that is served by existing roads, infrastructure and services.

Policy CNF-8.1 Require all development to feature high quality design that enhances the visual character of Morgan Hill.

The redevelopment of the existing restaurant will enhance the project site with a new restaurant building and updated landscaping that is complementary to the surrounding commercial development.

Policy ED–2.2. Economic Development to Manage Fiscal Impacts. Encourage economic development that addresses community needs and minimizes negative impacts on services, including impacts on water, stormwater, and wastewater.

The City of Morgan Hill will benefit from increased tax revenue generated by a Chick-fil-A restaurant. This revenue can be used to fund public services and infrastructure projects that contribute to economic development. A Chick-Fil-A has very little impact on local water, stormwater or wastewater.

GOAL ED-7 Thriving stores, restaurants, and shopping centers that meet local resident shopping needs and also attract regional shoppers and tourists.

Policy ED 7.1 Shopping Center and Other Commercial Development. Support the development of retail facilities to meet local demand and regional market opportunities, including the overlap between visitor and resident serving uses, by encouraging retail goods and services that serve both market segments.

Chick-fil-A restaurants can attract customers from nearby areas, leading to increased foot traffic in shopping centers or commercial districts. This can indirectly benefit other local businesses by

exposing them to potential customers.

Policy ED 7.2 Regional Retail Facilities. Support the development of regional retail facilities that are visible and accessible from the City's freeway exits, to provide easy access by local residents as well as shoppers traveling from outside the City.

Chick-Fil-A is a well-known, sought-after brand that has been expanding in neighboring cities. If approved, this location will provide Morgan Hill residents with improved access to a restaurant that has demonstrated a regional draw.

Policy ED – 7.3 Commercial Center Revitalization and Reuse. Support actions and projects that facilitate the revitalization of existing shopping centers and, when appropriate, reuse them.

The proposed site for the new Chick-Fil-A restaurant has been vacant since 2021. As time goes by, the sight is likely to become more blighted and subject to vandalism. Revitalization of this site will significantly improve the vitality and aesthetics of the existing site.

Chick-fil-A restaurants can attract customers from nearby areas, leading to increased foot traffic in shopping centers or commercial districts. This can indirectly benefit other local businesses by exposing them to potential customers.

Policy TR-3.4 Level of Service Standards. The Level of Service (LOS) policy and design criteria for roadway improvements, use a Tiered LOS Standard.

According to the City of Morgan Hill level of service guidelines, development is said to create a significant adverse effect on traffic conditions at a signalized intersection if for either peak hour:

1. The level of service at the intersection degrades from an acceptable level (LOS D or LOS E as identified above) under no project conditions to an unacceptable level (LOS E or F) under project conditions, or

2. The level of service at the intersection is an unacceptable level (LOS E or F as identified above) under no project conditions and the addition of project trips causes the average critical delay to increase by four (4) or more seconds and the volume-to-capacity ratio (V/C) to increase by 0.01.

Project Trip Generation

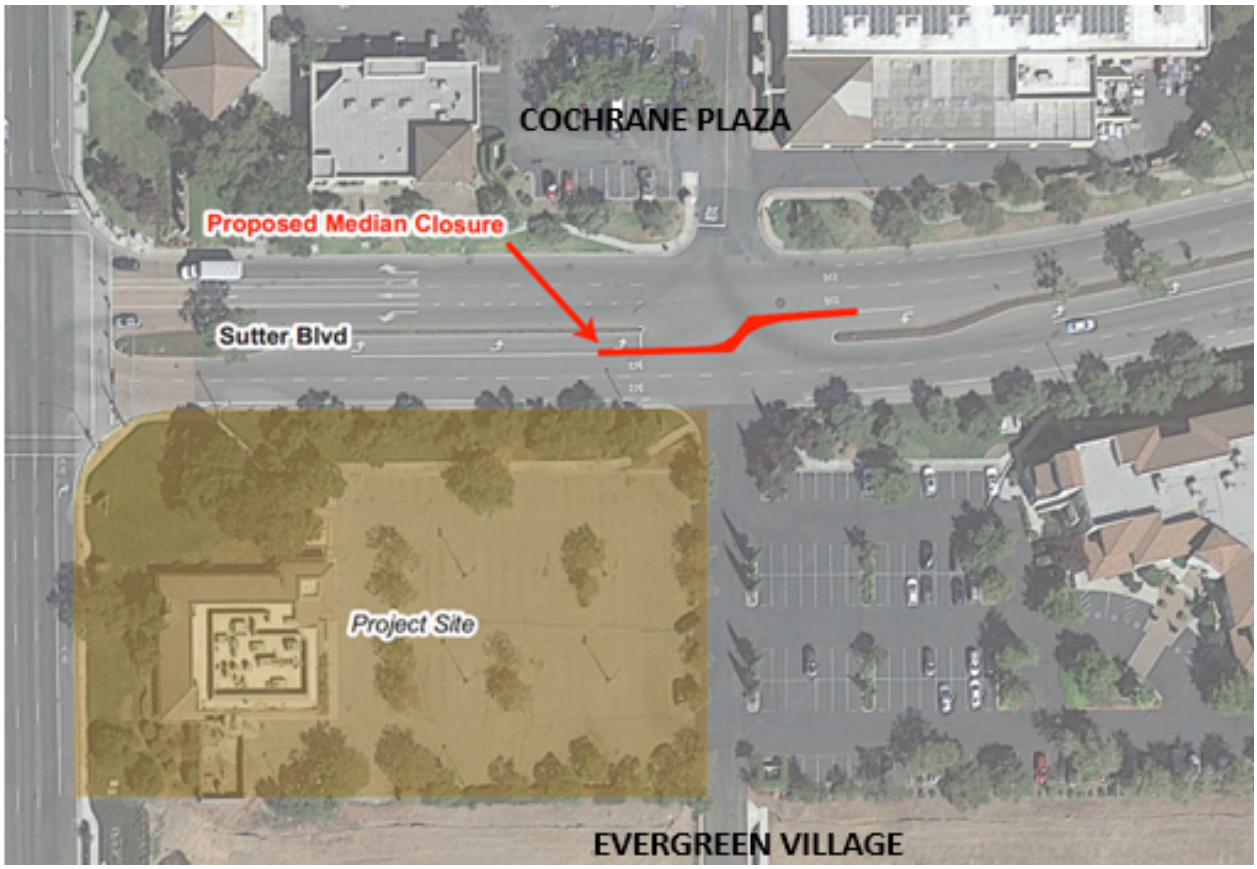
As indicated in the Trip Generation and Operations Analysis (Attachment 6), the trip generation rates were determined utilizing vehicular counts at three existing Chick-fil-A restaurants (Pittsburg (CA), Milpitas, and Daly City) that have two drive-through lanes and are of comparable square footage to the proposed project. The project is estimated to generate 911 primary vehicle trips per day, with 51 primary vehicle trips (26 inbound and 25 outbound) in the AM peak hour and 100 primary vehicle trips (52 inbound and 48 outbound) in the PM peak hour. This assumes that 50% of vehicles will be pass-by trips which are trips made by drivers who already pass-by the site enroute to another destination. Including the pass-by trips, the project is estimated to produce 1,822 daily vehicle trips with 101 AM peak-hour trips (52 inbound and 49 outbound) and 201 PM peak-hour trips (101 inbound and 97 outbound) before any reductions. Because the existing commercial building on the project site is currently vacant, no trip credits were applied for the existing commercial space.

The Trip Generation and Operations Analysis indicates that the studied intersections currently operate at an acceptable LOS D or better conditions under existing conditions and that the project is consistent with the General Plan Level of Service Policy as the addition of project traffic would not result in the degradation of the studied intersections to an unacceptable level of service (LOS E or F) during the AM and PM peak hours under existing plus project conditions.

Off-site Improvements

The Trip Generation and Operations Analysis also indicated that operations could be improved at the Sutter Boulevard and Cochrane Plaza intersection by restricting left-turns and through movements from each of the driveways at the intersection (east and west legs) by closing the median gap along Sutter Boulevard.

As indicated below, a median could be constructed to maintain left turns from Sutter Boulevard to each of the driveways. The median gap closure would restrict turn movements from the Sutter Boulevard driveway to right-turns only and require project trips that are bound for northbound Sutter Boulevard and Cochrane Road to utilize Skipper Lane through the adjacent Evergreen Village center rather than Sutter Boulevard. This improvement is included as a condition of approval of the Design Permit.



2. Zoning Ordinance and Morgan Hill Business Park Planned Development

The site is designated for General Commercial use within the Morgan Hill Ranch Business Park Planned Unit Development zoning district (Ordinance #979, adopted June 1990) (Attachment 7). The zoning references the allowed uses of the GC general commercial district as amended which would correspond to the current General Commercial (GC) Zoning district. Drive-through uses are conditional uses in the General Commercial (GC) district and require a Conditional Use Permit. Development standards for the General Commercial designation shall be the same as those established for the Non-Manufacturing Business designation of the Morgan Hill Business Park. The proposal is consistent with all provisions in the Zoning Code and the MHRBP Planned Development as demonstrated in the consistency tables provided below.

Standard	Requirement (MHBD PUD)	Proposed	Consistent
Setbacks			
Front (Cochrane Rd.)	40'	112' (Bldg.) 60' (Canopy)	Yes
Front (Sutter Blvd)	30'	56'	Yes
Interior Side	0	75' (Bldg.) 50' (Canopy)	Yes
Max. Height	50'	23'-5"	Yes
Bldg. Coverage	50%	7.1%	Yes
Parking	1 per 60 feet of public accommodation (1,998 sq. ft.) plus one space for every 250 sq. ft. gross floor area remaining (3,030 sq. ft) (5,028 sq. ft. total) 46 stalls required	46 stalls provided	Yes

Additionally, drive-through facilities are subject to the supplemental standards contained in Chapter 18.92.040. As discussed in the Trip Generation and Operations Analysis (Attachment 6), the proposed project exceeds the minimum requirements for a drive-through use below:

1. Drive-through lanes for fast food restaurants shall have a capacity for at least eight vehicles, at 20 feet per vehicle.

The project has a capacity of 48 vehicles, which exceeds this requirement.

2. The drive-through lanes are separate from the drive aisles, serving the project's surface parking lot.

The proposed drive-through lanes are separated from the parking lot and would not interfere with the ingress and egress of vehicles to/from the project site.

3. Pedestrian access routes shall not cross a drive-through lane within the minimum stacking space distance (8 vehicles).

As shown on the site plan, pedestrian access routes will be located across the drive-through exits (past the drive-through window) and across both lanes, approximately 17 car lengths back from the drive-through exits. Thus, the location of the proposed pedestrian access routes would meet minimum requirements.

4. Vehicular entrance or exit to a drive-through establishment shall be setback from the nearest public street intersection.

The proposed Cochrane Road driveway entrance-only would be located approximately 190 feet east of an existing right-in/right-out only driveway and 190 feet west of Sutter Boulevard. This meets the

required separation of at least 115 feet for roadways with a posted speed limit of 45 mph without a median opening. The existing Sutter Boulevard driveway is located approximately 340 feet south of Cochrane Road and 340 feet north of Jarvis Drive. This meets the required separation of at least 150 feet for roadways with a posted speed limit of 35 mph with a median opening.

According to the Traffic Operation Analysis, vehicle queues were observed at three Chick-fil-A restaurants with two drive-through lanes during the weekday AM and PM peak-hours, as well as the Saturday lunchtime period, to confirm that the proposed drive-through storage would meet demand. The maximum queue observed during weekdays was a total of 29 vehicles across two drive-through lanes during the PM peak-hour, while the maximum queue observed during the Saturday lunchtime period was 38 vehicles. Thus, the proposed drive-through with a total capacity of up to 52 vehicles is expected to have adequate capacity to accommodate expected queues during peak periods and not expected to spill over onto Sutter Boulevard or Cochrane Road. However, it is recommended Chick-Fil-A develop a queue management plan that can be implemented during high demand periods to prevent the potential for the drive-through queues to inhibit circulation within the project parking lot and block access to adjacent properties. The preparation of a queue management plan is recommended by staff as a condition of approval of the Conditional Use Permit.

Noise
The proposed project is required to comply with the noise limitations in Municipal Code Section 18.76.090, which limits noise as measured at the lot line adjacent to commercial uses to 65 dBA. As discussed in the Initial Study, and as documented in the Environmental Noise & Vibration Assessment (Appendix C) (Attachment 8), operations associated with the proposed project would generate noise associated with parking lot movements, drive-through operations (vehicle passages and amplified menu speaker board), on-site vehicle circulation, outdoor patio noise (patrons conversing), delivery truck circulation and delivery activities, and non-transportation sources, such as landscaping, maintenance, and heating ventilation and air conditioning (HVAC) equipment.

As indicated in the Noise assessment, none of the foregoing noise generation sources would substantially increase noise levels from what currently exists in the project area . As such, the project will not expose persons to or generate noise levels that would exceed applicable noise criteria in the Morgan Hill General Plan or Morgan Hill Municipal Code.

3. Conditional Use Permit Findings
In reviewing the application for a Conditional Use Permit, the Planning Commission shall consider the following:

1. The proposed use is allowed in the applicable district.

Drive-through facilities are identified as a “Conditional Use” in the CG General Commercial Zoning District as referenced in the Morgan Hill Ranch Business Park Planned Unit Development Zoning

2. The proposed use is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.

The proposed use is considered a commercial use that is consistent with the Commercial General Plan designation on the site. As previously indicated, the project is consistent with the CG zoning on the property. The proposed site plan conforms with the Development Standards of the Morgan Hill Business Park Planned Unit Development zoning district and the Design Review Handbook for commercial uses.

3. The site is suitable and adequate for the proposed use.

The site is appropriately zoned and of adequate size to accommodate the proposed use. The project

as proposed conforms with the supplemental standards for drive-through facilities in MHMC Chapter 18.92.040 including drive-through lane capacity and intersection separation requirements.

4. The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the property.

The proposed restaurant is located within a primarily commercial area and is similar in size, design and operating characteristics with similar existing and planned drive-through uses within the adjacent Evergreen Village Commercial Center and in the Cochrane Plaza to the east on Cochrane Road.

A Noise analysis was performed to demonstrate that the office use on the adjoining property to the south on Sutter Blvd. would not be impacted by noise from the new restaurant operations.

5. The proposed use will not be detrimental to the public health, safety, and welfare of persons residing or working in the surrounding areas.

The project's operations would not adversely affect public health, safety, or welfare as it conforms with the applicable Zoning code, Morgan Hill Business Ranch development standards, and Municipal code performance standards for drive-through uses. A Noise analysis was performed to demonstrate that the surrounding uses would not be impacted by noise from the new restaurant operations. The project will comply with stormwater and building code requirements.

6. The proposed use would not have a substantial adverse effect in traffic circulation and on the planned capacity of the street system.

An intersection level of service analysis was performed in conjunction with the attached Trip Generation and Operations Analysis that shows that intersections in the vicinity currently operate at an acceptable LOS D or better conditions under existing conditions, 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 under existing plus project conditions. The planned median closure on Sutter Blvd will also improve traffic operations.

7. The proposed use is properly located within the city and adequately served by existing or planned services and infrastructure.

The proposed project is a redevelopment of an existing restaurant site and is located within a developed area that is adequately served by existing or planned services and infrastructure.

4. Design Permit

A Design Permit is a discretionary action that enables the City to ensure that proposed development has high quality design consistent with the General Plan and any other applicable specific plan or area plan adopted by the City Council. The Design Permit process is also intended to ensure that new development and uses are compatible with their surroundings and minimize negative impacts on neighboring properties.

The Design Permit does not consider or permit the use of a building – it considers the design of the building and the site the building is located upon.

In accordance with Section 18.108.040.B (Reviewing Authority), the Community Development Director (Development Services Director) is the reviewing body to act on all Design Permit applications unless the Director finds that project to be significant. However, the Director may refer any Design Permit application to the Planning Commission for review and final decision. When

considering the Design Permit, the City shall evaluate applications to ensure that they satisfy the following criteria: conform to the policies of the General Plan, and any applicable specific plan, and are consistent with any other policies or guidelines the City Council may have adopted.

To approve a Design Permit, the reviewing authority shall make the following findings:

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 site has a Commercial General Plan designation in the Morgan Hill 2035 General Plan. The General Plan specifies a maximum floor area ratio of 0.60 percent The proposed commercial development of the site is consistent with General Plan policies that encourage additional job opportunities for residents.

Policy CNF-8.1 High Quality Design. Require all development to feature high-quality design that enhances the visual character of Morgan Hill.

The proposed building is a unique design (Attachment 12) that is appropriate for this prominent location. The building design utilizes a variety of materials using stucco, glass, steel, and wood composite panels on all sides to create visual interest, lessen the mass of the building, and add visual appeal in accordance with the Morgan Hill Architectural Review Handbook. Landscaping is designed to complement the building design, providing additional visual interest and screening.

Policy CNF-8.4 Architectural Quality. Optimize architectural quality by encouraging the use of quality materials, particularly accents and authentic detailing, such as balconies and window trims.

The proposed development features an architectural style that is compatible with the surrounding developments, including the adjacent Evergreen Village shopping center and Morgan Hill Business Ranch.

Policy CNF-8.5 Building Façade. On all sides of buildings, require the incorporation of quality architectural design elements for all building facades and stepping back upper floors in order to reduce bulk and mass and to break up monotonous wall lines.

Quality materials and elements are included on all four sides of the building. Building façade articulation is included to break up monotonous wall lines.

Policy CNF-8.7 Design Sensitivity. Ensure that new development is sensitive to the character of adjacent structures and the immediate neighborhood.

The proposed architecture complements the adjacent commercial development. The proposed design is in keeping with that of the new development in the adjacent Evergreen Village Center including the proposed hotel on the adjacent property.

2. The proposed project substantially complies with all applicable design standards and guidelines contained in the Design Review Handbook.

The proposed project substantially complies with all applicable design standards and guidelines contained in the Design Review Handbook including;

- Architectural Elements to break up long horizontal rooflines.
- Roof lines that screen roof-mounted equipment
- Consistent design with surrounding development and character

- Does not utilize "chain' architecture
- Screening of drive-through lanes

3. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

An initial study was prepared that supports a determination that the proposed project qualifies for an exemption under CEQA Guidelines Section 15332, Class 32 for infill developments.

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 project's operations would not adversely affect public health, safety, or welfare as it conforms with the applicable Zoning code and Morgan Hill Business Ranch development standards and Municipal code performance standards for drive-through uses. A Noise analysis was performed to demonstrate that the surrounding uses would not be impacted by noise from the new restaurant operations. The project will comply with stormwater and building code requirements.

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.

1. **Community Character**. The proposed development is compatible with and preserves the character and distinctive sense of place for Morgan Hill. The building design utilizes a variety of materials using stucco, glass, steel, and wood composite panels on all sides to create visual interest, lessen the mass of the building, and add visual appeal in accordance with the Morgan Hill Architectural Review Handbook. Landscaping is designed to complement the building design providing additional visual interest and screening.

2. **Neighborhood Compatibility.** The proposed development incorporates appropriate height, massing and intensity compatible with adjacent buildings. The project height, massing and intensity is consistent and compatible with the adjacent properties.

3. **Pedestrian Environment.** The proposed development incorporates sidewalks, connections to public ways and an outdoor dining to support an active public realm and an inviting pedestrian environment.

4. **Privacy.** The proposed development locates buildings and building entrances, windows and doors with an adequate buffer including landscaping for privacy from adjacent properties and for project occupants.

5. **Safety.** The proposed development promotes safety and minimizes opportunities for crime by locating main entrances visible from adjacent main roads.

6. **Massing and Scale.** The proposed development architecture complements and respects the neighboring structures. Large volumes are divided into small components with varying wall planes, material, color, and vertical articulation. Building sizes and scale are comparable with other buildings in the MHRBP.

7. **Architectural Style.** The proposed development features an architectural style that is compatible with the surrounding developments and natural features with a design that is original.

8. **Articulation and Visual Interest.** The proposed development uses vertical and horizontal articulation appropriately to add visual interest, distinctiveness and human scale. Doors, windows, canopies and building projections are integrated with the design to relate to human scale. Storefront trim, banding, mullion design and canopies contribute to the visual interest of the building.

9. **Materials.** The building facades include a mix of materials including stucco, glass, steel and wood and appropriately designed for this architectural style and compatible with the surrounding development.

10. **Parking and Access.** Primary access to the project site would be provided from a 35-foot-wide driveway in the southern corner of the project site, which would connect to the existing easement north of the medical office and allow vehicles to both enter and exit the project site. A second 22-foot-wide entrance-only driveway would be provided from Cochrane Road, at the northwest corner of the site.

11. **Landscaping.** The proposed landscape planting provides new trees, screen planting, and shrubs that will enhance the surrounding area and are appropriate to the site.

12. **Open Space and Public Places.** The proposed development provides a covered outdoor seating area in addition to the indoor seating provided.

13. **Signs.** The proposed address signage is appropriate and compatible with the project design and surrounding context. A separate sign application will be submitted for project signage.

14. **Lighting**. The proposed exterior lighting is designed and located to minimize illumination of the sky and adjacent properties.

15. **Accessory Structures.** The proposed development provides for enclosed trash collection. These accessory structures utilize the same material, color and design as the primary structure.

16. **Mechanical Equipment, Trash Receptacles, and Utilities.** The proposed development provides enclosures for trash receptacles and utilities are screened by landscaping.

CONCLUSION:
Staff recommends approval of the proposed Conditional Use Permit and Design Permit.

CEQA (California Environmental Quality Act):
An Initial Study was prepared (Attachment 5) that supports a determination that the proposed project qualifies for an exemption under CEQA Guidelines Section 15332, Class 32 for infill developments that meet the following criteria:

1. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.
2. The proposed development is within the city limits on a project site of no more than five acres substantially surrounded by urban uses.
3. The project site has no value as habitat for endangered, rare, or threatened species.
4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
5. The site can be adequately served by all required utilities and public services.

The following additional studies were conducted as a part of the Initial Study to further support the

CEQA exemption determination:

Appendix A: *Trip Generation and Operations Analysis*: It was determined that the addition of project traffic would not result in the degradation of the nearby intersections' LOS (Level of Service) during the AM and PM peak hours under both existing plus Project Conditions and Year 2030 Cumulative with Project Conditions. (Attachment 6)

Appendix B: *Air Quality and Greenhouse Gas Modeling*: It was determined that the proposed project would result in maximum construction and operational criteria air pollutant emissions that are below the applicable thresholds. (Attachment 7)

Appendix C: *Environmental Noise and Vibration Assessment* (Attachment 8) – None of the noise generation sources including those listed below would substantially increase noise levels from what currently exists in the project area;

- Parking lot movements
- Drive-through operations (vehicle passages and amplified menu speaker board)
- On-site vehicle circulation
- Outdoor patio noise (patrons conversing)
- Delivery truck circulation and delivery activities
- Non-transportation sources, such as landscaping, maintenance, and heating ventilation and air conditioning (HVAC) equipment.

Appendix D: *Vehicle Miles Traveled (VMT) Assessment*: The proposed project would not result in an impact on the transportation system based on OPR's recommended VMT impact criteria. (Attachment 9)

COMMUNITY ENGAGEMENT:

The proposed project was publicly noticed (mailing to property owners within 300 feet of the project and newpaper legal noticing) for the minimum 10-day period. A sign was also posted on the site regarding the pending project.

The following correspondence have been received:

Email correspondence dated 2/9/23 from Joanne Conca (owner of adjacent property 18525 Sutter Blvd.) in opposition to the Conditional Use Permit. (Attachment 10) Additional email correspondence received from Joanne Conca dated June 20, 2023 and August 21, 2023 is also attached.

Memorandum dated March 20, 2023 from Basil S. Shiber, attorney representing Chick-fil-a, regarding Access Easement issue. (Attachment 11)

ATTACHMENTS:

1. Planning Commission Resolution No. 23-08 Use Permit
2. Planning Commission Resolution No. 23-09 Design Permit
3. Statement of Operations
4. MHRBP PUD Ordinance
5. Initial Study
6. IS Appendix A - Trip Generation and Operations Analysis
7. IS Appendix B - Air Quality and Greenhouse Gas
8. IS Appendix C - Noise and Vibration Assessment
9. IS Appendix D - Vehicle-Miles Traveled (VMT) Assessment - August 29, 2023
10. Email from Joanne Conca

11. Memorandum re Access Easement
12. Building Elevations
13. Evergreen Village Plan
14. Design Review Final Plans
15. Use Permit Final Plans
16. Supplemental #1 - Public Comment and Staff's Response
17. Supplemental #2 Staff Presentation
18. Supplemental #3 Public Comment and Staff's Response

RESOLUTION NO. 23-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL APPROVING A CONDITIONAL USE PERMIT (UP2022-0007), TO ALLOW AN APPROXIMATELY 5,000 SQUARE FOOT DRIVE-THROUGH RESTAURANT LOCATED ON THE SOUTHWEST CORNER OF COCHRANE RD. AND SUTTER BLVD. (APNS 726-32-002, 022)

WHEREAS, on December 7, 2022 an application was submitted by 4G Development on behalf of Chick-fil-a for the request of a conditional use permit to allow an approximately 5,000 square foot drive-through restaurant including the demolition of the existing building; and

WHEREAS, such request was considered by the Planning Commission at its regular meeting of September 26, 2023; and

WHEREAS, pursuant to the Morgan Hill Municipal Code Section 18.136.050.A, the Director of Development Services determined the project exempt from the California Environmental Quality Act (CEQA) as it meets the criteria for the Infill Development Project Exemption (Guidelines Section 15332); and

WHEREAS, testimony was received at the duly noticed public hearing, along with exhibits and drawings and other materials on August 22, 2023; and

WHEREAS, the public hearing, was continued to the Planning Commission meeting on September 26, 2023; and

WHEREAS, testimony was received at the duly noticed public hearing, along with exhibits and drawings and other materials on September 26, 2023; and

WHEREAS, the City of Morgan Hill is the lead agency on the Project, and the Planning Commission is the decision-making body for the proposed Project.

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

SECTION 1. The Project approved pursuant hereto is exempt from the California Environmental Quality Act (CEQA) as the environmental checklist provides substantial evidence that the proposed project can be considered exempt from the California Environmental Quality Act on the basis that it meets the criteria for the Infill Development Project Exemption (Guidelines Section 15332) and does not meet any of the exceptions for exemptions (Guidelines Section 15300.2).

SECTION 2. The approved Conditional Use Permit has been found consistent with the Findings of approval contained in Section 18.108.030 of the Zoning Code

and hereby adopted:

a. The proposed use is allowed in the applicable district.

Drive-through facilities are identified as a "Conditional Use" in the CG General Commercial Zoning District as referenced in the Morgan Hill Ranch Business Park Planned Unit Development Zoning.

b. The proposed use is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.

The proposed use is considered a commercial use that is consistent with the Commercial General Plan designation on the site. The project is consistent with the CG zoning on the property. The proposed site plan conforms with the Development Standards of the Morgan Hill Business Park Planned Unit Development zoning district and the Design Review Handbook for commercial uses. The proposed project enhances the existing use by redeveloping the site, and if approved, will construct the facility to meet all the development standards within the zoning district.

c. The site is suitable and adequate for the proposed use.

The site is appropriately zoned and of adequate size to accommodate the proposed use. The project as proposed conforms with the supplemental standards for drive-through facilities in MHMC Chapter 18.92.040 including drive-through lane capacity and intersection separation requirements.

d. The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the property.

The proposed restaurant is located within a primarily commercial area and is similar in size, design and operating characteristics with similar existing and planned drive-through uses within the adjacent Evergreen Village shopping center and in the Cochrane Plaza to the east on Cochrane Road.

e. The proposed use will not be detrimental to the public health, safety, and welfare.

The project's operations would not adversely affect public health, safety, or welfare as it conforms with the applicable Zoning code, Morgan Hill Business Ranch development standards, and Municipal code performance standards for drive-through uses. Noise analysis was performed to demonstrate that the surrounding uses would not be impacted by noise

from the new restaurant operations. The project will comply with stormwater and building code requirements.

f. The proposed use would not have a substantial adverse effect on traffic circulation and on the planned capacity of the street system.

An intersection level of service analysis was performed that shows that intersections in the vicinity currently operate at an acceptable LOS D or better conditions under existing conditions, 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 under existing plus project conditions. The planned median closure on Sutter Blvd will also improve traffic operations as discussed within the staff report.

g. The proposed use is properly located within the city and adequately served by existing or planned services and infrastructure.

The proposed project is a redevelopment of an existing restaurant site and is located within a developed area, and within the Urban Service Area that is adequately served by existing or planned services and infrastructure.

SECTION 4. The Planning Commission hereby approves the Conditional Use Permit subject to the conditions set forth in Exhibit A attached hereto and incorporated herein this reference. Any expansion, intensification, or changes to the use approved under this conditional use permit deemed major by the Development Services Director shall be permitted only upon amendment of this Conditional Use Permit or approval of a separate Conditional Use Permit application.

PASSED AND ADOPTED THIS 26th DAY OF SEPTEMBER 2023, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ATTEST:

_____

JENNA LUNA, Deputy City Clerk

APPROVED:

_____

WAYNE TANDA, Chair

EXHIBIT "A"
STANDARD CONDITIONS

APPLICATION NO: UP2021-0002/EA2021-0001

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 proposed project includes a Conditional Use Permit to allow an approximately 5,000 square foot drive-through restaurant on a 1.63-acre property, presently developed with a vacant 6,900 square foot restaurant building (formerly Marie Callender's & Forbes Grill) that is proposed to be demolished.

II. PROJECT CONDITIONS OF APPROVAL

It shall be the responsibility of the applicant to ensure that any changes or modifications to the Project are in compliance with the original City Conditions of Approval of the Project, which are hereby incorporated herein as set forth in full.

PLANNING DIVISION

A. **Conditional Use Permit.** This Conditional Use Permit approval is limited to the Project Description above and the plan set on file (UP2022-0007) with the Development Services Department. The proposal will require approval of a Design Permit prior to submittal of a building permit. The approved building plans and landscape plans must be in substantial conformance with the approved Use Permit and future Design Permit plans as determined by the Development Services Director.

B. **Time Limits:** The conditional use permit approval granted pursuant to this Resolution shall remain in effect for two years from the approval date. Failure to exercise this use within this term shall result in termination of approval unless an extension of time is granted with a showing of just cause prior to the expiration date. **(MHMC 18.108.040 and 18.104.210)**

C. A queue management plan is required prior to the issuance of a building permit to be implemented during abnormally high demand periods to ensure that circulation within the site parking lot and on adjacent drive aisles would not be negatively affected by drive-through operations.

D. Access shall be continually maintained to Sutter Blvd. at the applicant's sole cost and expense.

E. The Conditional Use Permit is approved solely for the operation of a drive-through restaurant as described in the applicant's proposed statement of operations on file with the Planning Division and as explained in the staff report. Any expansion, intensification, or changes to the uses approved under this Conditional Use Permit shall be permitted only upon amendment of this Conditional Use Permit or approval of a separate Conditional Use Permit.

F. **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 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.

ENGINEERING DIVISION

A. The Design Permit will be reviewed for compliance with the Municipal Code including but not limited to the on- and off-site improvements and storm water control plan.

B. The project will be subject to impact fees prior to issuance of any future building permit.

BUILDING DIVISION

A. California Code of Regulations: The Project shall be designed to comply with the edition of the California Codes of Regulations as amended by the Morgan Hill Municipal Code Title 15 that is in effect at the time of Building Permit Application submittal. The project shall be designed to comply with the most current California Code of Regulations as amended by Morgan Hill Municipal Code Title 15.

B. Project shall comply with the Morgan Hill Municipal Code (MHMC) including but not limited to:

- MHMC 15.65 Sustainable Building Regulations. LEED Silver Required
- MHMC 18.72.04015.62 C. Electric Vehicle Charging Infrastructure.
- MHMC 15.40 Building Security
- MHMC 15.38 Wage Theft Preventions
- MHMC 18.148 Water Conservation
- MHMC 15.63 Prohibition of Natural Gas Infrastructure in New Buildings

POLICE DEPARTMENT

A. **Safety and Security Plan.** The Police Department shall review and approve a safety and security plan for the facility including a security camera plan prior to the issuance of a building permit.

B. **Camera Access**. The Police department will require access to camera feed and camera recordings to be able to view real time and recorded footage if/when required.

RESOLUTION NO. 23-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL APPROVING A DESIGN PERMIT TO ALLOW FOR THE CONSTRUCTION OF AN APPROXIMATELY 5,000 SQUARE FOOT DRIVE-THROUGH RESTAURANT LOCATED ON THE SOUTHWEST CORNER OF COCHRANE RD. AND SUTTER BLVD. (APNS 726-32-002, 022)

WHEREAS, on December 7, 2022, 4G Development and Consulting applied for a Design Permit on behalf of Chick-fil-a to construct an approximately 5,000 square foot drive-through restaurant (SR2022-0024: Sutter – Chick-fil-a); and

WHEREAS, testimony was received at the duly noticed public hearing, along with exhibits and drawings and other materials on August 22, 2023; and

WHEREAS, the public hearing, was continued to the Planning Commission meeting on September 26, 2023; and

WHEREAS, testimony was received at the duly noticed public hearing, along with exhibits and drawings and other materials on September 26, 2023; and

WHEREAS, an Initial Study was prepared that supports a determination that the proposed project qualifies for an exemption under CEQA Guidelines Section 15332, Class 32 for infill developments; and

WHEREAS, this project is located within the Morgan Hill Ranch Business Park PUD and is consistent with the development projections analyzed in the EIR for the project site. The Project also is designed to be consistent with the development standards in the General Plan and Zoning Code.

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

SECTION 1. The project is consistent with the Morgan Hill Ranch Business Park Planned Development, Zoning Ordinance, and General Plan.

SECTION 2. The Design Review has been found consistent with the criteria for Design Review permit approval contained in Section 18.108.040 of the Morgan Hill Municipal Code. The proposed project is in compliance with all applicable design standards and guidelines contained in the Design Review Handbook.

SECTION3. The Planning Commission approves SR2022-0024. The design shall be expressly conditioned in conformance with conditions incorporated herein and as attached as Exhibit "A". 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 26th DAY OF SEPTEMBER 2023, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:

NOES: COMMISSIONERS:

ABSTAIN: COMMISSIONERS:

ABSENT: COMMISSIONERS:

ATTEST:	**APPROVED:**
_____	_____
JENNA LUNA, Deputy City Clerk	**WAYNE TANDA, Chair**

EXHIBIT "A" STANDARD CONDITIONS

APPLICATION NO: SR2022-0024

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

A Design Permit is requested to construct an approximately 5,000 square foot drive-through restaurant on a 1.63-acre property, presently developed with a vacant 6,000 square foot restaurant (formerly Marie Callender's) that is proposed to be demolished. The project includes an additional approximately 8,400 square feet area for landscaping and sidewalk improvements within the easement on the adjoining property to the south at 18525 Sutter Blvd.

The project shall comply with all requirements of related project approvals granted by the City, including all of the following:

II. PROJECT CONDITIONS OF APPROVAL

This Design Permit approval is limited to the plan set on file (SR2022-0024) with the Development Services Department. The approved building plans and landscape plans must be in substantial conformance with the Design Review plans as determined by the Development Services Director. These documents show the location and dimensions of all buildings and elevations with colors and materials, amenities and square footage for all common areas, and vehicle and pedestrian circulation ways (ingress/egress), common areas, and other easement areas.

It shall be the responsibility of the applicant 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 Review approval granted pursuant to this Resolution shall remain in effect for two years to September 26, 2025. 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)**

SITE DEVELOPMENT

A. **Final Site Development Plans:** Final site development plans shall be reviewed for conformance with Design Permit SR2022-0024 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. 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 as detailed in engineering conditions within this document.

6. To the extent acceptable to end users, implement good faith Transportation Demand Management Plan measures to promote alternate means of transportation and reduce single occupancy vehicle trips to and from the Project.

B. **Prohibition of Natural Gas Infrastructure in New Buildings.** In accordance with Chapter 15.63 of the Municipal Code, future tenants will be required to demonstrate the need for gas service for manufacturing and other business uses. Natural gas shall not be used for heating and cooling of the building.

C. **Tree Protection**: Unless tree removal is 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 backfilled 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 ordinance size trees proposed to be removed from the project site shall be replaced at a 1:1 ratio in accordance with approved landscape plan.

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 facia 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)**

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.

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**. Adjacent parking lot 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.

6. **Exterior Parking Lot Lighting:** For projects with more than six parking spaces, detailed lighting information is provided in compliance with Section 18.72.060.G of the Morgan Hill Municipal Code. Lights shall use cut-off shields and be downward directed.

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)**

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 Landscaping 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)**

SIGNS

A. **Separate Application Required for Sign Approval:** Signs proposed for this development shall be designed in conformance with the Morgan Hill Business Park Sign program and shall require separate application and approval by the Planning Division prior to installation of any signs.

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. **Dust, Noise, Vibration and Materials Management Plan:**
A management plan detailing strategies for control of noise, dust and vibration, and storage of hazardous materials during construction of the project shall be submitted for review prior issuance of a grading permit and requirements 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 18.76)

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. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.

7. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.

8. Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a six- to 12-inch layer of compacted layer of wood chips,mulch, or gravel.

9. Publicly visible signs shall be posted with the telephone number and name of the 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 General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.

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 on the "first day of construction", the archaeologist and Tamien Nation 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 masks 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 or 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.

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, fees collected as part of development agreements, or as a part of the application for the City's Residential Development Control System. 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. **Signed Copies of Resolution with Conditions**: Submit two (2) signed copies of the resolution with conditions to the Planning Division prior to issuance of a building permit.

ENGINEERING DIVISION

I. General:

A. Easements:
1. The new private bioretention facility near the Cochrane Road frontage is allowed to be located within the existing 40' Landscape & Public Service Easement. The width of this bioretention facility shown on the plans for Design Permit approval is the width approved by the City Engineer.
2. The project is also proposing a new public sidewalk adjacent to Sutter Boulevard frontage. The entire length of the new public sidewalk shall be located either within the existing 20' Landscape & Public Service Easement or within the Sutter Boulevard right-of-way.
3. The project is proposing new landscape improvements and grading/pavement work over an existing drive aisle, with a 60' ingress/egress easement, shared with the adjacent southerly parcel with medical office building and with APN: 726-32-022. At building permit/improvement plan stage, provide written confirmation from the owner of the adjacent parcel that the project's proposed improvements and grading over the existing ingress/egress easement area is allowed.

II. Traffic:

A. The applicant shall construct a median on Sutter Blvd. to restrict left turns and through movements from the project's Sutter Blvd. driveway at its sole cost and expense. Northbound and southbound left turns from Sutter Blvd. at this intersection shall be maintained. Plans shall be revised at the Building Permit/Improvement Plan stage to include the median island extension.

B. Right-turn only sign(s) are required at the project's Sutter Boulevard driveway as a result of the median gap closure at Sutter Boulevard.

C. A one-way, inbound driveway access is required at the project's Cochrane Road frontage.

III. Stormwater:

The 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. A copy of the guidance manual can be obtained through the following link: https://www.morgan-hill.ca.gov/DocumentCenter/View/12671/Storm-Water-Management-Guidance-Manual?bidId=.

A. At building permit/improvement plan stage, revise the project's Stormwater Control Plan Report and Civil plans to address the following:
   1. Show proposed self-retaining areas that comply with the design criteria stated in the Stormwater Guidance Manual. Also add a self-retaining area detail.
   2. Show the new DMA for the new detached sidewalk improvements along the project's Cochrane Road frontage and provide treatment for this new DMA.
   3. Add a paragraph in the Stormwater Control Plan Report describing how the treatment square footage is taken out of the pervious area quantities in the Excel Sizing Calculator tool.
   4. Attach documentation in the Stormwater Control Plan Report that shows where the infiltration rates for the project site were obtained.
   5. Revise the Stormwater Control Plan Report to include the pre-development peak flow calculations for the 2- and 10-year storm events and compare it to the post development peak flow 2- and 10-year storm events to show compliance with Performance Requirement 4, Peak Management.

B. The project is proposing a land use that is considered a priority by the City to implement trash full capture. At improvement plan/building permit stage, the project shall include the installation of a trash full capture system(s) from a list of certified trash full capture systems by the State Water Resources Control Board. The list of certified trash full capture systems can be viewed from the Water Board's webpage at: https://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/trash_implementation/2022/fullcptre-availabletopublic10-11.pdf

IV. Grading, Drainage & Flood Control:

A. The City's regional detention pond, Fisher Basin, is downstream of the project site. There are existing flooding problems within the Fisher Creek watershed and there are also additional capacity needs in the Fisher Basin. Although the project's peak flow rate during the 25-year storm event is less than the pre-project 25-year peak flow rate, the City is requiring the project to provide minor detention.
   1. The project is required to detain a portion of the 25-year, 24-hour rainfall event using a 24-hour rainfall depth of 0.45 inches. The 0.45-inch rainfall depth is the difference between the 25-year, 24-hour rainfall depth of 5.24 inches stated in the 2018 Storm Master Plan and the 25-year, 24-hour rainfall depth of 4.79 inches stated in the City's Storm Design Standards. Show compliance with this flood control design criteria at building permit/improvement plan stage.

B. At building permit/improvement plan stage, add a typical site cross-section through the project's westerly and easterly property lines, and show sufficient adjoining area.

V. Street Improvements:

A. Public Sidewalks:
   1. Cochrane Road Frontage: Provide a detached sidewalk with a park strip per City standards to match the sidewalk and park strip along the Evergreen Village development located west of the project site.
   2. Sutter Boulevard Frontage: Provide a meandering sidewalk per City standards. Locate the sidewalk within the existing 20' wide Landscape and Public Service Easement.

B. Curb Ramps: Upgrade to ADA/City standards the existing curb ramps located at the southwest corner of the Cochrane Road & Sutter Boulevard intersection, and at the northwest corner of the project site's Sutter Boulevard driveway.

C. A sanitary sewer test manhole shall be provided and shall be accessible to the Pretreatment Inspector. The sanitary sewer test manhole shall be located within private property but adjacent to the street right-of-way or as approved by the City Engineer in conjunction with Pretreatment Inspector review.

D. At building permit/improvement plan stage, revise the plans to address the following:
   1. Move the proposed decorative paving at the project's Cochrane Road driveway entrance to be located outside the public right-of-way.
   2. Show any existing, unused water and sewer laterals and note that these will be abandoned at the main pursuant to City Standards.
   3. Show the screening of all above-ground utilities, including the backflow preventers for the project's domestic and irrigation services, to the satisfaction of the Development Services Director.

E. Pavement restoration at the proposed utility cuts at Cochrane Road will be determined at building permit/improvement plan stage.

F. Install new street trees along the park strip of the project's Cochrane Road frontage. The species and tree spacing of the street trees shall comply with Zone 1 in the City's Master Street Tree Plan and will be reviewed at building permit/improvement plan stage.

G. Other frontage improvements along Cochrane Road and Sutter Boulevard will be reviewed and approved at building permit/improvement plan stage.

H. At building permit/improvement plan stage, provide an engineer's estimate of the proposed public improvements for City's use in calculating the engineering & inspection fees due for this project.

LAND DEVELOPMENT ENGINEERING - STANDARD CONDITIONS

I. GENERAL

A. **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)**

B. **Encroachment Permit:** Obtain an encroachment permit from the City of Morgan Hill and provide guarantee covering off-site improvements. **(MHMC 12.08.040 A; 12.08.090)**

C. **Improvement Agreement:** Enter into an Improvement Agreement with the City of Morgan Hill to cover required improvements. **(MHMC 12.02.150; 17.32.010 B; 17.32.160)**

D. **Impact Fees & 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 and other engineering review fees prior to building permit issuance. The fees shall be based on the Public Works Fee Schedule prepared by Land Development Engineering.
   2. The project will be subject to the updated Water Capacity fees, which became effective May 15, 2023. Information related to the City's impact and development fees are available on the City's Finance Department webpage at: https://www.morganhill.ca.gov/1572/Fee-Schedules.

II. 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. **Underground Existing Utilities**: All existing overhead utilities adjacent to any site boundary or along any street frontage of the 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)**

III. 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 addressed 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. BMP maintenance/inspections shall include tree protection, if applicable.

IV. WATER SYSTEM

A. **Water Meters:** Provide water services and meters for the project. These are to be installed by the developer. **(MHMC 17.32.020 D)**

V. 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. **Final Landscape Plans**: Final landscape plans shall be submitted with and included as part of the improvement plans for the project. **(MHMC 17.08.090)**

D. **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

E. **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.

VI. NPDES 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. **Trash Enclosure Area**: In addition to compliance with the requirements under Municipal Code Section 18.92.155 (Refuse and Recycling Enclosures), all trash enclosure areas must meet the following Structural or Treatment Control BMP requirements:
   1. Roof Required: Trash enclosure areas shall have an all-weather noncombustible solid roof to prevent rainwater from mixing with the enclosure’s contents.
   2. Walls Required: Trash enclosure shall have structural walls to prevent unauthorized off-site transport of trash.
   3. Doors: Trash enclosure shall have door(s) which can be secured when closed.
   4. Grades: The pad for the enclosure shall be designed to not drain outward, and the grade surrounding the enclosure shall be designed to not drain into the enclosure.
   5. Drain Inlet: Within the enclosure, an area drain with an approved (Zurn) vandal proof drain shall be installed and shall be plumbed to the sanitary sewer system with grease trap. Grease trap shall be located within the trash enclosure footprint.

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.

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.

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 City's Environmental Services Division.

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 Code of Regulations: The Project shall be designed to comply with the edition of the California Codes of Regulations as amended by the Morgan Hill Municipal Code Title 15 that is in effect at time of Building Permit Application submittal.

B. Project shall comply with the Morgan Hill Municipal Code (MHMC) including but not limited to:

- MHMC 15.65 Sustainable Building Regulations. **LEED Silver Required**
- MHMC 15.62 Electric Vehicle Charging Infrastructure.
- MHMC 15.40 Building Security
- MHMC 15.38 Wage Theft Preventions
- MHMC 18.148 Water Conservation
- MHMC 15.63 Prohibition of Natural Gas Infrastructure in New Buildings

FIRE DIVISION

A. 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.

B. **Fire Apparatus (Engine) Access Roads Required:** Prior to the commencement of combustible construction, an access roadway with a paved all-weather surface and a minimum unobstructed width of 20 feet, vertical clearance of 13 feet, 6 inches shall be provided, with minimum circulating turning radius of 36 feet outside and 23 feet inside, and a maximum slope of 15%, unless otherwise approved in writing by the Fire Marshal. Installations shall conform to the City of Morgan Hill Standard Details and Specifications 11-B. **(CFC Section 503 as amended by MHMC 15.44.140**

C. Fire Hydrants. Fire Hydrant spacing shall meet minimum requirements per CFC Appendix C

D. During Building permit obtain separate approval for:
   a. Fire Sprinklers
   b. Fire Alarm
   c. Hood Suppression
   d. Underground Fire Service

Development & Consulting, Inc

Date 06/06/2023

Project Description

Project Name: 05180 Morgan Hill FSU - Chick-fil-A # 05180
Location/Address: 18599 Sutter Blvd, Morgan Hill, CA
Property Owner: BAT Limited Partnership, Gary Laabs
APN: #726-32-002

Project Summary:
Applicant, Chick-fil-A, Inc., A Georgia Corporation, via its Development Consultant, 4G Development & Consulting, Inc., proposes to construct a new, approximately 5,028 sf quick-service restaurant building, with approximately seventy-four interior dining seats, a small outdoor patio dining area that can accommodate roughly 20 patrons, and two-lane drive-thru service with a queuing capacity of approximately fifty-five vehicles.

Anticipated Discretionary Approvals needed:

- **Conceptual Plan Review**
- **Conditional Use Permit**
- **Design Review**

Days/Hours of Operation: Monday-Saturday: 6:00a – 10:00p
Closed Sunday

Number of Employees and Description of Shifts:
This Chick-fil-A will employ approximately 50-75 full- and part-time employees. The number of employees on site will vary as the operational tempo varies, from four to fifteen employees.

Number of Children/Students: N/A
Number and Type of Security: N/A
Alcohol Service: N/A – Chick-fil-A does not serve alcohol or allow alcohol to be consumed on the premises.

Merchandise or Food Service:
Chick-fil-A is a quick-service restaurant featuring Chicken sandwiches. Food is prepared on site and sold for consumption on the premises, for carryout, curb-side delivery, and drive-through service.

Deliveries: Periodic, regular, daily by local vendors -deliveries are during non-peak hours

Parking Operations or Layout:

Vehicle access to the site will be via a right only entrance driveway from Chochrane Rd.
Ingress and Egress is also available to Sutter Blvd and Evergreen Development via a driveway located at the south side of the site.

Drive-thru operations will consist of two-at-a-time ordering under a covered canopy providing sun and weather protection for customers and crew members. During normal/low operations, customers will

merge into a single lane as they proceed past the ordering queue, proceeding to pick up their order at the drive-thru window. Team members are protected from sun and weather with structural canopies at both the ordering point and meal delivery window. During periods of higher operational tempo, customers will remain in the two-lane configuration as additional crew members are deployed to deliver food to customers in the outside lane (otherwise used as a by-pass lane as needed to efficiently move customers with smaller orders through the drive-through sequence.)

Outdoor Uses:
This Chick-fil-A store will provide a small outdoor patio dining area open to customers only during business hours.

1. Trash/Litter/Graffiti/Site Maintenance, etc. Chick Fil A is committed to this project site and all public streets and spaces within three hundred feet of the site to remain well maintained, clean and free of litter and graffiti.

2. Security and Police Issues.
Security cameras are used strategically throughout the spaces, including facing the front door. All security camera video footage is retained for 30 days in the event that an incident needs review by security personnel or the police.

3. Loitering and Panhandling. Loitering and panhandling is not tolerated and the business operator will maintain a zero-tolerance policy. The Operator will cooperate with the local Police Department for property language and will post “No loitering” signs in conspicuous places containing wording that aligns with local and state law. All loitering and panhandling issues will be dealt with in a swift and consistent manner by notifying local police. No consumption of alcohol or open containers will be permitted on the premises. Signs specifically prohibiting this activity will be placed in conspicuous places in English and Spanish, if required.

4. Addressing Neighborhood Concerns. The project applicant/business operator will engage the community organization, neighborhood, and local leaders, etc. to address neighborhood concerns with any aspect of the business. The project applicant/business operator will be available to meet with concerned parties and endeavor to create a mutually beneficial mitigation plan in accordance with all relevant laws and regulations.

5. Entertainment. There are currently no entertainment uses proposed for this site.

6. Lighting and Windows. All lighting issues, such as inadequate lighting or burned-out lights, will be addressed promptly by our maintenance provider. The business is designed with full-height glass windows to provide a clear and unobstructed view from inside and out. All signage affixed to the windows will not obstruct these views.

7. Noise. The project will conform to all local noise performance standards as required by the Municipal Code. All efforts will be made to limit the amount of noise emanating from the business at all times. No entertainment is proposed for the space. Any music played during normal business operations will be kept to ambient background music.

8. Employee Training. All staff are trained to perform their assigned duties safely and in accordance with best management practices and in full compliance with applicable laws and Health Department Regulations.

ORDINANCE NO. 979, N.S.

AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING THE PLANNED UNIT DEVELOPMENT ZONING FOR THE MORGAN HILL BUSINESS PARK LOCATED ON THE SOUTHERLY SIDE OF COCHRANE ROAD, WEST OF SUTTER BOULEVARD.

The City Council of the City of Morgan Hill does hereby ordain as follows:

Section 1. AMENDMENT TO THE DEVELOPMENT PLAN. The original development plan to the Morgan Hill Business Park PUD as adopted under Ordinance No. 545, N.S. and subsequently amended, is hereby amended changing the land use designation from "Garden Hotel" to "General Commercial" of approximately 24+ acres located on the south side of Cochrane Road, west of Sutter Boulevard. Said property is described in Exhibit "A" attached hereto and by this reference incorporated herein.

Section 2. USES ALLOWED IN AND DEVELOPMENT STANDARDS FOR GENERAL COMMERCIAL DESIGNATION. Uses allowed under the General Commercial designation shall include all those listed as either permitted or conditionally permitted uses in the CG, General Commercial zoning district of the Morgan Hill Municipal Code, in effect, or as it may be amended in the future. However, grocery stores and supermarkets shall not be allowed under this designation. Development standards for the General Commercial designation shall be the same as those established for the Non-Manufacturing Business designation of the Morgan Hill Business Park.

Section 3. FINDING OF CONSISTENCY WITH THE GENERAL PLAN. The City Council hereby finds that the amended development plan established by this ordinance is compatible with the goals, objectives , policies and land uses designated by the General Plan for the property in question.

This ordinance was introduced at a meeting of the City Council of the City of Morgan Hill held on the 6th day of June, 1990, and was finally adopted at a meeting held on the 20th day of June, 1990, by the following vote:

AYES:	Bunt, Sorci, Wright
NOES:	None
ABSENT:	English
ABSTAINING:	Barke

ATTEST:

Barbara A. Howard

Barbara A. Howard, CMC
City Clerk

APPROVED:

Lorraine F. Barke

Lorraine F. Barke
Mayor

EXHIBIT "A"

DESCRIPTION FOR REZONING
LANDS OF PARKLAND PROPERTIES COMPANY
TO BE REZONED TO GENERAL COMMERCIAL (C-G)
(MORGAN HILL BUSINESS PARK)

All that certain real property lying within the City of Morgan Hill, State of California described as follows:

BEGINNING at a point on the Southeasterly line of Cochrane Road at the most Westerly corner of that certain 11.288 more or less acre parcel of land shown as Lot 13 (Revised) on that certain Parcel Map recorded in Book 534 of Maps at pages 11 and 12, Santa Clara County Records; thence leaving said POINT OF BEGINNING and running along the boundaries of said Lot 13 (Revised) North 51 deg. 41 min. 23 sec. East 227.83 feet, Northeasterly along the arc of a tangent curve to the right having a radius of 450.00 feet through a central angle of 7 deg. 31 min. 54 sec. for an arc distance of 59.15 feet, North 59 deg. 13 min. 17 sec. East 32.31 feet, Northeasterly along the arc of a tangent curve to the left having a radius of 450.00 feet through a central angle of 7 deg. 31 min. 54 sec. for an arc distance of 59.15 feet, North 51 deg. 41 min. 23 sec. East 200.00 feet, Northeasterly and Easterly along the arc of a tangent curve to the right having a radius of 40.00 feet through a central angle of 90 deg. 00 min 00 sec. for an arc distance of 62.83 feet, South 38 deg. 18 min. 37 sec. East 358.05 feet, Southeasterly along the arc of a tangent curve to the left having a radius of 1055.00 feet through a central angle of 12 deg. 25 min. 53 sec. for an arc distance of 228.90 feet, South 50 deg. 44 min. 30 sec. East 72.10 feet, Southeasterly and Southerly along the arc of a tangent curve to the right having a radius of 30.00 feet through a central angle of 90 deg. 00 min. 00 sec. for an arc distance of 47.12 feet, South 39 deg. 15 min. 30 sec. West 140.00 feet, Southwesterly along the arc of a tangent curve to the right having a radius of 560.00 feet through a central angle of 14 deg. 09 min. 44 sec. for an arc distance of 138.42 feet and South 53 deg. 25 min. 14 sec. West 194.00 feet; thence continuing along said boundary and its Southwesterly extension being also along the Northwesterly line of Proposed Jarvis Drive Extension, Southwesterly along the arc of a tangent curve to the left having a radius of 840.00 feet through a central angle of 14 deg. 22 min. 26 sec. for an arc distance of 210.73 feet to a point of reverse curvature; thence contiruing along said extension of the Northwesterly line of Proposed Jarvis Drive Extension Southwesterly along the arc of a curve to the right, tangent to the preceding curve, having a radius of 1960.00 feet through a central angle of 12 deg. 38 min. 36 sec. for an arc distance of 432.51 feet and South 51 deg. 41 min. 23 sec. West 190.48 feet; thence leaving said line of Proposed Jarvis Drive Extension North 38 deg. 18 min. 37 sec. West 847.91 feet to a point on saidSoutheasterly line of Cochrane Road; thence along said

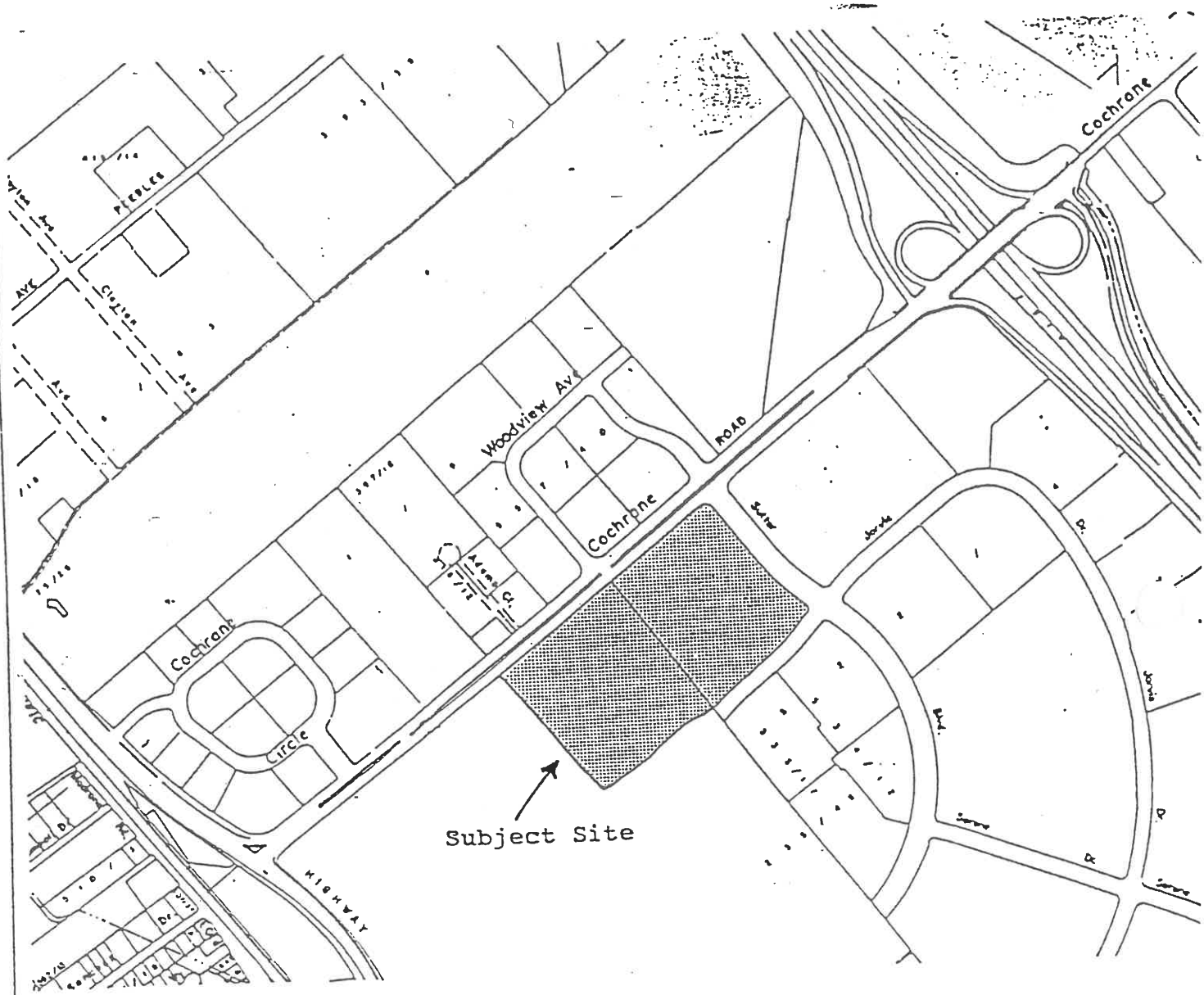
Southeasterly line, Northeasterly along the arc of a curve to the right from a tangent which bears North 50 deg. 37 min. 13 sec. East having a radius of 450.00 feet through a central angle of 1 deg. 04 min. 10 sec. for an arc distance of 8.40 feet and North 51 deg. 41 min. 23 sec. East 653.18 feet to the POINT OF BEGINNING.

Containing 23.751 acres more or less.

Prepared June 21, 1989 by

MARK THOMAS & CO. INC.

Harry F. Aumack, Jr. RCE 8533
Registration Expires 12/31/92



City of Morgan Hill

VICINITY MAP

ZA 89-17: Cochrane-Parkland Prop.

preservation of views, light and air and those aspects of design not adequately covered by other regulations which may have substantial effects on neighboring land uses;

e) Compliance with Other Regulations. To coordinate compliance with other regulations that affect design such as sign control, the provisions for underground utilities and site and architectural plan approval by the Morgan Hill Architectural Review Board.

B. BUILDING DESIGN AND SITE DEVELOPMENT

1. Site Planning

a) Grading and Drainage. Surface drainage for each site should be engineered to collect all storm water on the site for drainage to the collector system engineered for the Park. Site drainage should not interfere with the drainage of adjacent property.

Parking should be screened as much as possible from the adjoining roadway to improve the overall park appearance. Such screening should be provided by berms and landscaping. Parking located on projects of 1½ acres or more should be depressed as much as possible below the main floor elevations of the buildings so as to improve the overall park appearance. Additional parking areas should be depressed below the ground level of the building wherever the storm drain system of the applicable roadway is of sufficient depth to accommodate this depression of parking area. Lots of less than 1½ acre shall be exempt from this provision, but shall provide additional berming and landscape screening to compensate for not depressing the parking area.

Creative grading is encouraged as a means of screening nuisances, parking and loading areas. Grading can be used to enhance building architecture and to provide privacy from adjacent sites.

b) Setbacks. Adjacent properties should be considered when establishing the building's footprint and orientation. Minimum setback requirements for the Non-Mfg. Business and Garden Hotel components of the Morgan Hill Business Park are as follows:

	Non-Mfg. Business	Garden Hotel
From Cochrane Road	40 ft.	40 ft.
From S. Valley Freeway	50 ft.	50 ft.
Fronting Monterey Road	40 ft.	-
Fronting Physical Fitness Pathway	-	-
Sutter Blvd., Jarvis Dr. or Serene Dr.	30 ft.	30 ft.
Side Setback	-	15 ft.
Rear Setback	-	30 ft.
Setback from adjacent residential areas	-	-

EXHIBIT "B"

THE BUSINESS PARK
MORGAN HILL RANCH
ARCHITECTURAL REVIEW GUIDELINES

Revision Date - June 25, 1997

A. PURPOSE

1. Overall Objective

The goal in developing Morgan Hill Business Park is to allow diversity in architecture and variety in site design consistent with a high quality business park environment. The Architectural Guidelines that follow expand upon the architectural and design standards recorded in the deed restrictions for Morgan Hill Business Park. To insure consistent high quality of the physical environment, proposed projects will be reviewed to determine that the architectural and site design 1) responds to the characteristics of the site and the overall park environment, 2) is compatible with neighboring sites and 3) reflects a high level of aesthetic value.

MORGAN HILL DEVELOPMENT PARTNERS, L.P. WILL COORDINATE THEIR ARCHITECTURAL REVIEW WITH THAT OF THE CITY OF MORGAN HILL, WITH THE INTENTION THAT THE TWO BE COMPLEMENTARY AND THAT CONFLICTS BE AVOIDED. MORGAN HILL DEVELOPMENT PARTNERS, L.P. WILL ASSIST ALL APPLICANTS WITH THE PROCESSING OF THEIR PRELIMINARY PLANS THROUGH THE MORGAN HILL ARCHITECTURAL AND SITE REVIEW BOARD AND OTHER CITY PROCEDURES.

2. Aspects of Review

The Architectural Review Board in examining applications for building permits, is to consider the various aspects of design with emphasis on these objectives:

a) Landscape and Environment. To prevent the unnecessary destruction or blighting of the landscape or of the achieved man-made environment;

b) Relationship of Structures and Open Space. To ascertain that the treatment of built-up and open spaces has been designed so that they relate harmoniously to the terrain and to existing buildings that have a visual relationship to the proposed development;

c) Circulation. To determine that the proposal facilitates servicing, parking and, when necessary, compliance with other regulations for the handicapped, the very young and the elderly and the Morgan Hill parking ordinance;

d) Protection of Neighbors. To protect neighboring owners and users by making sure that reasonable provision has been made for such matters as surface water drainage, south and sight buffers, the

Minimum setback requirements for the R&D/Mfg. Component of the Morgan Hill Business Park shall be as follows:

Development Standards for R&D/Manufacturing zone by Parcel Size

	40, 000' or less	**40,000-4 acres**	**Greater than 4 acres**
Front setback	20'	30'	40'
Sideyard setback	10'; sum of both sides	30' sum of both sides	30'; single side
Rearyard setback	None; except as noted below	None; except as noted below	none; except as noted below
Minimum front landscape buffer	15'	30' except on Technology Drive where it shall be 20' if approved by Morgan Hill Development Partners, L.P and the City of Morgan Hill through the site and architectural review process.	30'

Exceptions:

1. 50 foot setback from adjacent residential areas
2. 50 foot setback from S. Valley Freeway (Hwy 101)

Exceptions to setback requirements:

The following are specifically excluded from the foregoing setback requirements:

1) Roof overhang, subject to the specific approval of **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** in writing, provided it does not extend more than 6 feet into setback area.

2) Steps and walks.

3) Paving and associated curbing except that vehicle parking area shall not be permitted within 30 feet of the property line fronting any public street except on parcels of less than one acre.

4) Fences, except that no fence shall be placed within the street setback area unless specific approval is given by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** in writing.

5) Landscaping, including water scape features.

6) Planters, not to exceed 3 feet in height, unless specific written approval is given by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.**

7) Gasoline and service stations including all pertinent uses, subject to the specific approval of **MORGAN HILL DEVELOPMENT PARTNERS, L.P.**

8) Signs identifying the Owner, lessee or occupant subject to the specific approval of **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** in writing.

9) Lighting facilities, subject to the specific approval of **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** in writing.

10) Physical fitness pathways.

c) Parking Plan. Parking space requirements vary according to the use on the site.

General Purpose Industrial Buildings including R&D and manufacturing, require one space for each 400 gross square feet of building area. Office uses require one space for each 310 gross square feet of building area.

Non-manufacturing business uses require the following parking:

Financial institutions	1 car/250 sf gross area
Offices	1 car/250 sf gross area
Commercial use	1 car/250 sf gross area
Restaurant	1 car/60 sf of public accommodation and one space for every 250 sf gross floor area remaining
Garden Hotel	1 car/room and 1 car for each 10 rooms
Warehouse	1 car/1000 sf gross area, plus 1 space for each 300 sf of office area
Other uses	As required by City of Morgan Hill code

Parking stalls shall be 9' x 18. Up to 30% of the required parking spaces may be small (compact) cars, 8' x 16' stalls.

Parking areas should optimally be located to the side and rear of the buildings, however, parking is permitted in front of a building. Parking areas, especially side and front parking areas, should be depressed as far as practicable from building level and consistent with requirements of the Americans with Disabilities Act.

Adequate off-street parking shall be provided to accommodate all parking needs for employees, visitors and company vehicles on the site. The intent of this provision is to eliminate the need for any on-street parking, provided that this provision does not inhibit on-street parking of public transportation vehicles. If parking requirements increase as a result of a change in use of number of employees, additional off-street parking shall be provided to satisfy the intent of this section.

ON SITE: Requires off-street parking shall be provided on the site of the use served or on a contiguous site. Where parking is provided on other than the site concerned, a recorded document shall be filed with **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** and signed by the

Owners or Lessees of the alternate site stipulating to the permanent reservation of the use of the site for said parking.

PAVED AREAS: Parking areas shall be paved per City standards so as to provide dust-free, all-weather surfaces. Each parking space provided shall be delineated by lines made of spaced reflectors, lines painted on the paved surfaces or by other means acceptable to **MORGAN HILL DEVELOPMENT PARTNERS, L.P.**

PARKING PLAN: The number of parking spaces required for each site, and the specific location of the same, shall be designated in plans for each site which have been submitted and approved in the manner set forth herein. The Parking Plan shall, when necessary, provide for easements with adjoining parcels to provide access to and from parking and loading areas, as shown in Appendix C.

LIMITATION: No parking spaces shall be located on, and no parking shall be permitted by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** within designated setback areas adjacent to any street on parcels greater than two acres. Six inch concrete curbs shall separate all paving from landscaped areas. Paved areas shall not be closer than 5 feet to a property line except where access easement separate the property line as shown in Appendix C. The area between the paved parking area and the property line and landscape openings in the parking area shall be landscaped with a combination of trees, shrubs and ground cover. Planting strips in the parking areas shall be of sufficient size and design so that trees and other plant materials will not be damaged by overhanging vehicle bumpers.

2. Landscape Planning

The area of each site between any street and any building or parking are shall be landscaped and irrigated with an effective combination of trees, ground cover and shrubbery. All other areas fronting on a street that are not utilized for parking or driveways shall be landscaped in a similar manner. All areas of each site not fronting a street and not used for parking or storage shall be landscaped utilizing ground cover and/or shrub and tree materials. Undeveloped areas proposed for future expansion shall be maintained in a weed-free erosion controlled condition, shall be screened from street view and shall be landscaped if required by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** An underground landscape irrigation system shall be provided by the Owner over all landscaped areas. Areas used for parking shall be landscaped, bermed or fenced in such a matter as to screen said areas from view from adjacent streets and freeways. Such screening shall extend at least 42 inches above the high point of the finished pavement in said parking areas. Plant material used for this purpose shall consist of lineal or grouped masses of shrubs and/or trees.

Ground cover shall conform with the Morgan Hill Business Park master plan details for each site. The landscape plan should include ground cover for the landscape easements on the site already planted with trees. For continuity, property line plantings should be coordinated with any adjacent landscaping.

In addition to creating a park-like atmosphere, landscaping should supplement air conditioning by providing shade to buildings. Drought tolerant plants and water conserving irrigation techniques

should be considered in the selection of plants and irrigation equipment. Landscaping should also be applied as an effective means of screening mechanical and utility equipment trash enclosures, fences blank walls, loading docks, utility and storage yards.

3. Sign and Lighting Plan

a) Signs. Signs should be of architectural quality compatible with the architectural design of the buildings they identify. Sign materials, finish and colors should be coordinated with the buildings on the site. Sign illumination should be from concealed non-glare sources. Metal can signs with plastic faces will not be approved. Glossy, reflective, flashing or moving signs will not be approved. Signs must meet standards established by the Morgan Hill Sign Ordinance as amended from time to time.

Sign copy is limited to the name, address, business and products of the persons or firm occupying the site. Sign area or height will not be arbitrarily limited, however, only signing that is considered to be in scale with the architectural development will be approved.

Building-mounted signs should not extend above the eave or parapet line. Roof-mounted or pole-mounted signs will not be approved. Lessees are encouraged to incorporate signing into the architecture of their facilities rather than applying it after the structures have been designed.

Freestanding signs of a monument design, appearing to sit on a grade, are encouraged. Freestanding signs should be located in a landscaped planting area. The use of landscaping is encouraged for the enhancement of the sign from all sides. Freestanding signs are subject to the setback requirements in Section B1b of these guidelines. A freestanding sign may be placed within a setback area with written approval of **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** Freestanding signs shall not be permitted within fifteen feet of a roadway for lots of 40,000 square feet or greater.

Directional and parking lot signs should be uniform in style and materials. Directional signs shall be only as indicated on the standards in Appendix B. **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** may approve variations in size if properly justified. Directional sign copy is limited to the guidance of vehicle or pedestrian traffic or the functional description of activities on the site. The proposed location and description of directional signs should be included in an applicant's sign and lighting plan.

b) Site Lighting. Lighting should enhance the aesthetics of the site and the architectural character of the buildings on the site. In most cases, a moderate to low illumination intensity will be preferred. The purpose of lighting on the site is to enhance operational efficiency and provide security consistent with energy conservation and aesthetic consideration.

Lights shall be of a height not greater than Morgan Hill Business Park street lights. Lighting shall be spaced so as not to be wasteful of electricity. Direct glare of lighting from any source on the site should not be visible from off-site.

4. Architectural Style

Since the Business Park will be developing over a period of many years, it will be impossible and undesirable to try to create a static architectural theme reflecting some particular period. Rather, it is expected that the architecture will be enriched and influenced by new building materials and methods and by the imaginations of architects building upon the existing setting. By not clinging to a rigid theme, the Business Park will have the best chance to be a vibrant influence in the community. Of course, the architecture should be compatible with the environmental setting, the surrounding community and the neighboring structures. Having several suggested thematic design elements to work with can be helpful to architects designing buildings as long as the suggestions do not become absolute design criteria which would serve to reduce the creativity desired from architects for the park.

The primary responsibility for style and design of buildings, movements and landscaping of specific sites rests with the owners' architects, and they will be permitted the latitude necessary in choosing their own building style.

It is anticipated that many tenants for the Morgan Hill Business Park will be engaged in the high technology industries for which Santa Clara Valley has become known. As a visual representation of these firms and their technology, the buildings constructed to house them should reflect the latest developments in construction materials and "state-of-the-art" architecture. The highest quality architectural design is desired and imagination and creativity is to be encouraged.

Because these restrictions require that all buildings in this development be designed by licensed architects, it is recognized that projects with better than usual aesthetic values will result. There shall be no attempt by the Architectural Review Committee to prescribe materials, colors or architectural style on an individual basis or area wide except on parcels of less than one acre that, because of their closer proximity, require greater site design and architectural harmony. The architecture of buildings in their project should be harmonious with each other and their settings.

Building elevations submitted for architectural review shall show the color scheme, textures and materials to be used. No mechanical equipment (including utility meters) is to be exposed on the wall surface of a building. Industrial type metal buildings with corrugated siding are not permitted unless they are designed so as not to have the appearance of a metal building.

5. Fencing

Chain link fencing should be black vinyl-coated. Chain link or other non -architectural fencing should be screened with vines or shrubs. Fencing within the front setback will not be permitted. Fences in areas considered to be visually important will be required to be of architectural design.

6. Utilities

All utilities shall be underground. The need for meter vaults, valve boxes, pad-mounted transformers and other utility connections should be integrated into the site plan. Screening of above-ground utility equipment as seen from on or off-site is required. TV antennas are to be hidden from view

as other mechanical equipment. Special purpose antennas shall be as inconspicuous as possible and will require approval by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.**

7. Mechanical Equipment

Roof-mounted air conditioners, ductwork and other equipment should be concealed with low-profile screening that is integrated with the architecture of the building. Large mechanical systems such as storage tanks, generators and compressors should be located in mechanical equipment rooms completely within the buildings or screened out of the sight line from the principle access street. All mechanical equipment shall conform to acceptable noise standards in accordance with state and local codes.

The placement of exterior support equipment should be integrated in the buildings' architecture so as not to appear to be added arbitrarily.

8. Storage and Loading Areas

Loading docks and storage areas should typically be located at the side or rear of the buildings where they can function efficiently without detracting from the aesthetics of a high-quality business park environment. The Parking Plan shall, when necessary, provide for easements with adjoining parcels to provide access to and from parking and loading areas, as shown in Appendix C.

Unless specifically approved by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** in writing, no materials, supplies or equipment (including company owned or operated trucks and motor vehicles) shall be stored in any area on the site except inside a closed building or behind a visual barrier screening such areas so that they are not visible from the neighboring properties or public streets. Any storage areas screened by visual barriers shall be located on the rear portions of the site unless approved by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** in writing. No storage areas shall extend into setback lines as established herein unless approved by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** in writing.

All provisions for vehicle loading shall be provided on the site with on-street vehicle loading not permitted.

No loading dock, trucking or railroad activity shall be permitted between the structure and any street on parcels 20,000 square feet or greater, and no loading area shall encroach into setback areas unless specifically approved by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.**

Loading dock areas shall be set back and screened so as not to be visible from neighboring properties and streets but, in any event, the docks shall not be closer than 75 feet from a property line fronting any street unless specifically approved by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** in writing. On parcels where front loading is permitted, loading bays or doors facing the street shall be recessed a minimum of 20 feet from the front face of the building and shall require additional architectural treatment, to obscure their appearance. Loading doors shall be located at grade (no raised docks) and shall be painted or otherwise surfaced with materials designed to match or be harmonious with the adjacent exterior of the building. No more than one loading bay or door may

be permitted to face the street on each building. Other loading bays or doors may be permitted on the side or rear elevation of the building.

9. Refuse Collection Areas

All outdoor refuse collection areas shall be visually screened so as not to be visible from streets, freeways or neighboring property. Refuse collection areas will not be permitted between a street and the front of a building. Refuse collection areas should be located to minimize noise and odor impacts on neighboring property.

C. PLAN REVIEW PROCEDURES

Final plans and specifications for proposed construction must be prepared by a licensed architect and landscape architect. Preliminary plans shall be submitted in duplicate over the authorized signature of the owner, lessee, licensee or other occupant of the site or his authorized agent. Such plans shall be in such form and shall contain such information as may be required by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** and the City of Morgan hill but, in any event, they shall included:

1. A site development plan showing the layout, grading scheme, paving materials and locations (with respect to the particular lot): proposed front, rear and side setback lines; all structures and the dimensions thereof (with reference to structures on adjoining portions of the property and property lines): proposed phasing; and the number and location of all parking spaces and driveways on the lot;

2. A landscaping plan for the particular lot;

3. A signing and lighting plan;

4. Building elevations showing dimensions, materials and exterior color scheme in no less detail than required by the appropriate governmental authority for the issuance of a site development permit. Changes in approved plans which materially affect building size, placement or external appearance must be similarly submitted to and approved by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.;**

5. A statement of estimated daily water usage and sanitary sewage flow;

6. Payment of an architectural review fee of $500 plus $.01 per square foot of gross developed space (the Architectural review fee is payable to **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** at such time as plans are submitted for approval); payment of site review fees and other fees as my be applicable to the City of Morgan Hill.

Upon approval by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** of the plans submitted for architectural review, a copy of such plans as approved shall be retained for permanent record by **MORGAN HILL DEVELOPMENT PARTNERS, L.P.** A copy of such plans including written approval shall be returned to the applicant.

City of Morgan Hill
Development Services Department

CITY OF MORGAN HILL

Chick-fil-A at 18599 Sutter Boulevard Project

Initial Study

July 2023

Prepared by

RANEY PLANNING & MANAGEMENT, INC. 20 years
1501 Sports Drive, Suite A, Sacramento, CA 95834

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Appendix A: Trip Generation and Operations Analysis
Appendix B: Air Quality and Greenhouse Gas Modeling Results
Appendix C: Environmental Noise and Vibration Assessment
Appendix D: VMT Assessment

INITIAL STUDY

July 2023

A. BACKGROUND

1. Project Title: Chick-fil-A at 18599 Sutter Boulevard Project

2. Lead Agency Name and Address: City of Morgan Hill
Development Services Department
Morgan Hill, CA
17575 Peak Avenue
Morgan Hill, CA 95037

3. Contact Person and Phone Number: Rich Buikema
Contract Planner
(408) 778-6480

4. Project Location: 18599 Sutter Boulevard
Morgan Hill, CA 95037
APN: 736-32-002

5. Project Sponsor's Name and Address: Chick-fil-A
5200 Buffington Road
Atlanta, GA 30349-2998

6. Existing General Plan Designation: Commercial

7. Existing Zoning Designation: General Commercial – Planned Unit Development (CG-PUD)

8. Required Approvals from Other Public Agencies: None Required

9. Surrounding Land Uses and Setting:

The project site consists of an approximately 1.82-acre parcel located at 18599 Sutter Boulevard in the City of Morgan Hill, California. The site is identified by Assessor's Parcel Number (APN) 726-32-002. The City of Morgan Hill General Plan land use designation for the project site is Commercial, and the zoning designation for the site is General Commercial – Planned Unit Development (CG-PUD). The project site is currently developed with an unoccupied, single-story, 6,900-square foot (sf) restaurant and an associated surface parking lot, as well as multiple trees located along the edges of the project site.

Surrounding existing land uses include commercial and light industrial uses to the north, and a business park to the northwest, across Cochrane Road; a shopping center to the east, across Sutter Boulevard; medical offices to the southeast; and the 20-acre Evergreen Village, which will include commercial uses such as a Holiday Inn Express and an assisted living facility, to the southwest.

10. Project Description Summary:

    The Chick-fil-A at 18599 Sutter Boulevard Project (proposed project) would include the demolition of the existing on-site building and subsequent development of a 5,028-sf Chick-fil-A restaurant with 74 indoor seats, outdoor patio seating, and dual drive-thru lanes. The restaurant would include a meal fulfillment area, dining area, kitchen, team member room, office, and restrooms. A total of 48 parking stalls would be provided throughout the project site, including two Americans with Disabilities Act (ADA)-compliant parking stalls. Primary site access would be from an entrance-only driveway off of Cochrane Road, as well as a second driveway to the south, which would connect to the existing internal roadway north of the medical office building and would allow vehicles to enter and exit the project site.

    The project would require the approval of a Conditional Use Permit and Design Review.

B. SOURCES

The following documents are referenced information sources used within this analysis:

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22. City of Morgan Hill. *Morgan Hill 2035 Final Environmental Impact Report.* Adopted July 2016.
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C. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

As indicated by the checklist on the following pages, the proposed project would not result in significant impacts to any of the environmental factors listed below, and mitigation would not be required.

☐ **Aesthetics**	☐ **Agriculture and Forest Resources**	☐ **Air Quality**
☐ **Biological Resources**	☐ **Cultural Resources**	☐ **Energy**
☐ **Geology and Soils**	☐ **Greenhouse Gas Emissions**	☐ **Hazards and Hazardous Materials**
☐ **Hydrology and Water Quality**	☐ **Land Use and Planning**	☐ **Mineral Resources**
☐ **Noise**	☐ **Population and Housing**	☐ **Public Services**
☐ **Recreation**	☐ **Transportation**	☐ **Tribal Cultural Resources**
☐ **Utilities and Service Systems**	☐ **Wildfire**	☐ **Mandatory Findings of Significance**

D. DETERMINATION

On the basis of this initial study:

☒ I find that this environmental checklist provides substantial evidence that the proposed project can be considered exempt from the California Environmental Quality Act on the basis that it meets the criteria for the Infill Development Project Exemption (Guidelines Section 15332) and does not meet any of the exceptions for exemptions (Guidelines Section 15300.2).

☐ I find that the Proposed Project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the Proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the applicant. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the Proposed Project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Richard Buikema	Auggust 15, 2023
Signature	Date
Rich Buikema, Contract Planner	City of Morgan Hill
Printed Name	For

E. BACKGROUND AND INTRODUCTION

In July 2016, the City of Morgan Hill adopted the 2035 General Plan,[1] as well as an associated Environmental Impact Report (EIR) for the updated General Plan.[2] The General Plan EIR is a program EIR, prepared pursuant to Section 15168 of the California Environmental Quality Act (CEQA) Guidelines (Title 14, California Code of Regulations [CCR], Sections 15000 *et seq*.). The General Plan EIR analyzed full implementation of the General Plan and identified measures to mitigate the significant adverse impacts associated with the General Plan.

The purpose of this Initial Study is to evaluate whether the proposed project is exempt from review pursuant to CEQA. Secondly, this Initial Study evaluates whether the proposed project meets any of the exceptions or exemptions listed in Section 15300.2 of the CEQA Guidelines. The summary of the analysis contained in this Initial Study and the relevant findings related to the above key inquiries is presented in the following sections.

A further point is noteworthy before proceeding with the analysis. The relevant questions a lead agency must consider when determining if a particular project is exempt from CEQA are focused on the specific criteria for exemptions and the list of exceptions to an exemption within the CEQA Guidelines. Thus, for this project, the City of Morgan Hill could have focused this analysis on the criteria for the Infill Exemption in CEQA Guidelines Section 15332 and the list of exceptions in Section 15300.2. For this particular project, the City elected to prepare a full Initial Study checklist to provide the substantial evidence supporting its determination as to whether the project can be considered exempt from CEQA. For an overview of the focused list of criteria pursuant to Sections 15332 and 15300.2, see Section G of this Initial Study.

F. PROJECT DESCRIPTION

The following provides a description of the project site's location and setting, as well as the proposed project components and required discretionary actions.

Project Location and Setting

The project site, identified by APN 726-32-002, consists of a 1.82-acre parcel located at 18599 Sutter Boulevard in the City of Morgan Hill, California (see Figure 1 and Figure 2). The City's General Plan land use designation for the site is Commercial, and the City's zoning designation for the site is CG-PUD.

The site is currently developed with an unoccupied, single-story, 6,900-sf restaurant and an associated surface parking lot, as well as multiple trees located along the edges of the project site. The project site is bound by Cochrane Road to the northwest and Sutter Boulevard to the northeast. Surrounding existing land uses include commercial and light industrial uses to the north, and a business park to the northwest, across Cochrane Road; a shopping center to the east, across Sutter Boulevard; medical offices to the southeast; and the 20-acre Evergreen Village, which will include commercial uses such as a Holiday Inn Express and an assisted living facility, to the southwest.

Project Components

The proposed project would include the demolition of the existing on-site building and subsequent development of a 5,028-sf Chick-fil-A restaurant with dual drive-thru lanes and outdoor patio seating.

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1 City of Morgan Hill. *2035 General Plan, City of Morgan Hill.* Adopted July 2016.
2 City of Morgan Hill. *Morgan Hill 2035 Final Environmental Impact Report.* Adopted July 2016.

Figure 1
Regional Project Location

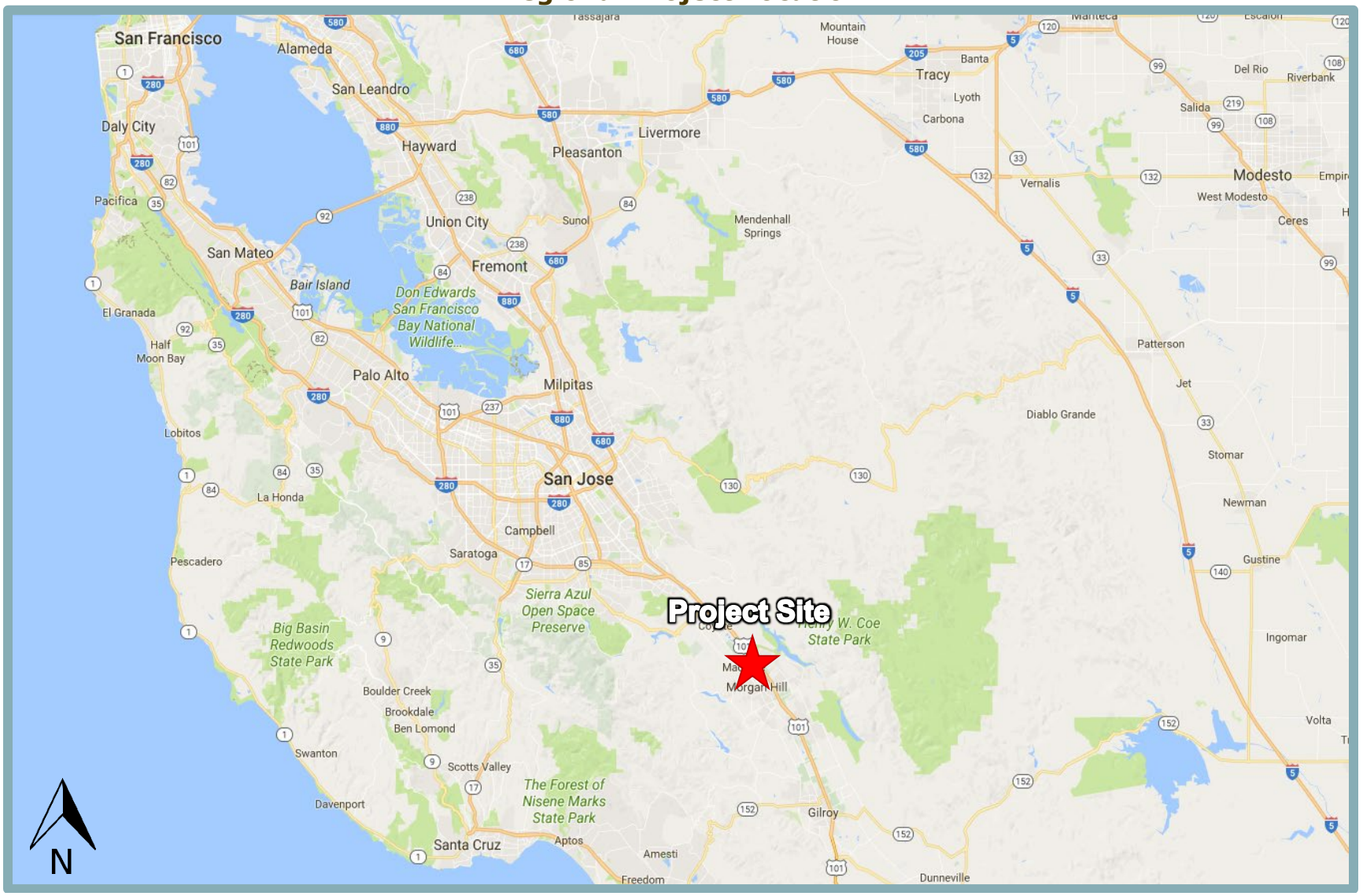


Figure 2
Project Vicinity Map

The following sections present additional details related to the proposed restaurant, project operations, site access and circulation, landscaping, utilities, and requested entitlements.

Proposed Restaurant

The proposed project would require the demolition of the existing on-site 6,900-sf unoccupied restaurant building, which was constructed in 1990, and subsequent construction of a 5,028-sf Chick-fil-A restaurant (see Figure 3). The interior of the restaurant would include approximately 2,657 sf of work space, including a kitchen, office, and break area. The restaurant would include approximately 1,354 sf of public area, including a queue area and a dining area, which would contain 74 seats. An outdoor patio located southeast of the restaurant would provide additional seating for approximately 25 people. The restaurant would also include three bathrooms, two of which would be available to the public; one bathroom would be reserved for employees.

Public ingress and egress to the restaurant would be provided by one entry vestibule on the southeastern side of the building and an exit vestibule on the northeastern side of the building. Two private entrances would be included on the northwestern side of the building, and one additional private entrance would be included on the southeastern side of the building.

Project Operations

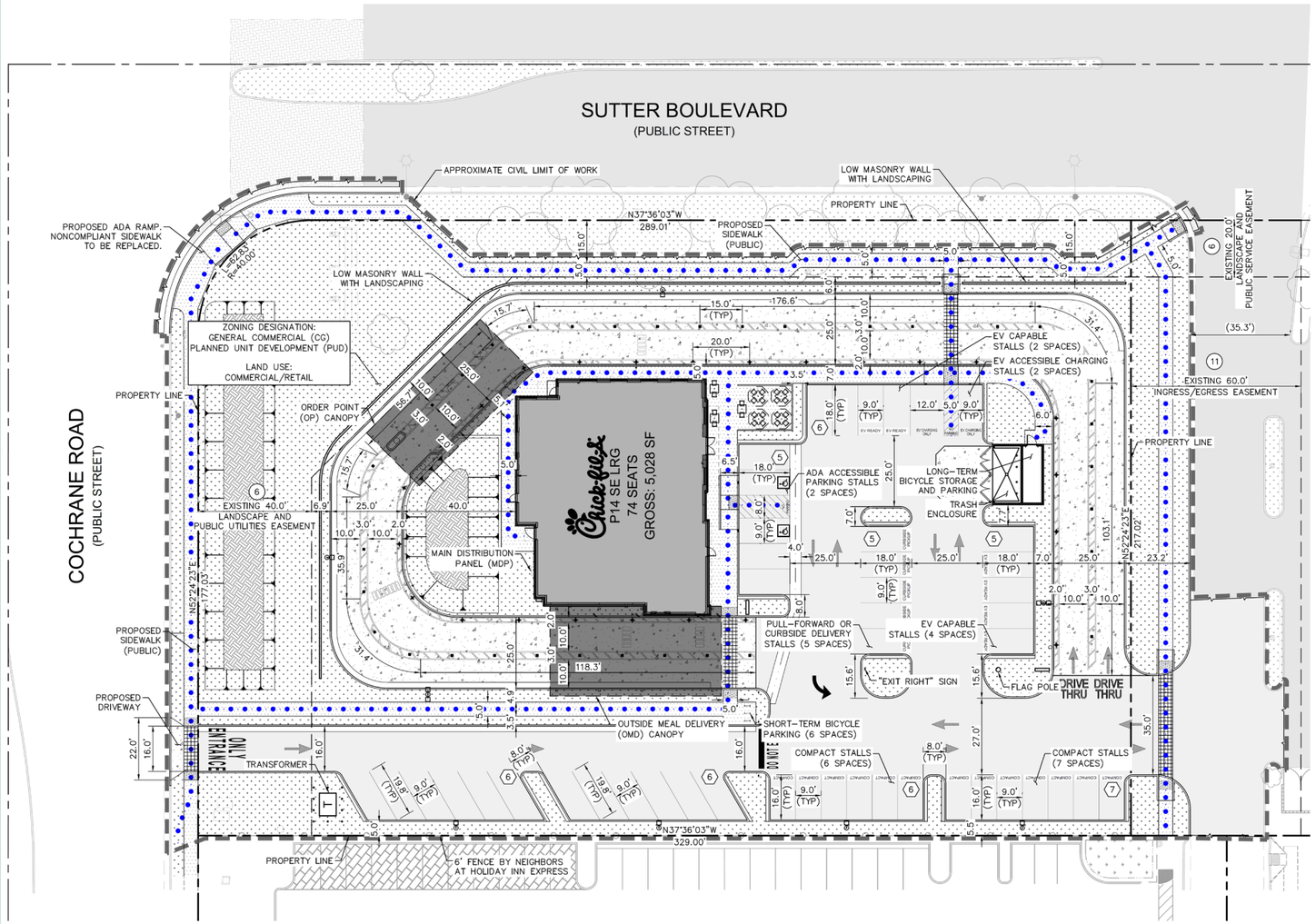
The proposed restaurant would typically operate from 6:00 AM to 10:00 PM, Monday through Saturday, and would be closed on Sundays. The proposed project would employ a total of approximately 50 to 75 full- and part-time employees, with between four and 15 employees present on-site during operational hours. Customers would either order inside the restaurant building or from their vehicles using the dual drive-thru lane, which is described in greater detail below. Customers would either eat meals on-site, either within the internal 74-seat dining area or in the outdoor patio area, or would take their meals off-site.

The proposed project would include the development of a dual drive-through lane, which would consist of two parallel 10-foot-wide travel lanes separated by a three-foot divider. Each lane would have a maximum queue capacity of 24 vehicles per lane, assuming 20 feet per car and full utilization of each lane. Entrance to the dual drive-through lane is proposed adjacent to the southern entrance driveway. The drive-through lanes would extend past the eastern side of the proposed restaurant to the northern corner, where orders would be taken through two amplified menu speaker posts. The proposed speaker posts would have the ability to incorporate automatic volume control (AVC), which adjusts outbound volume based on the ambient noise level environment. The drive-through lanes would then extend to the other side of the building, where orders would be received. During normal operations, customers would merge to a single lane as they proceeded past the ordering area; during periods of higher operational tempo, customers would remain in two-lane configuration as employees would deliver food to customers in the outside lane.

Site Access and Circulation

Primary access to the project site would be provided from a 35-foot-wide driveway in the southern corner of the project site, which would connect to the existing internal roadway north of the medical office and allow vehicles to both enter and exit the project site. A second 22-foot-wide entrance-only driveway would be provided from Cochrane Road, at the northwest corner of the site. The northwest driveway would connect to a one-way internal roadway before merging into the main parking area.

Figure 3
Proposed Site Plan



VICINITY MAP
N.T.S.

NORTH

LEGEND

- PROPERTY LINE
- APPROXIMATE CIVIL LIMIT OF WORK LINE
- EASEMENT OR SETBACK LINE
- SAWCUT LINE
- ACCESSIBLE PATH OF TRAVEL. (FOR REFERENCE ONLY, DO NOT PAINT)
- XX ROW PARKING COUNT
- PROPOSED ASPHALT CONCRETE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY CONCRETE
- PROPOSED LANDSCAPE AREA

SITE INFORMATION

SITE ADDRESS:	18599 SUTTER BLVD MORGAN HILL, CA 95037
APN:	726-32-002
TOTAL GROSS PROJECT AREA:	71,056 SF
EXISTING BUILDING AREA:	6,900 SF (9.7% LOT COVERAGE)
PROPOSED BUILDING AREA:	5,028 SF (7.1% LOT COVERAGE)
FAR:	0.071
ZONING CLASSIFICATION:	GENERAL COMMERCIAL (GC) PLANNED UNIT DEVELOPMENT (PUD)

EASEMENT NOTES

(6) AN EASEMENT FOR PUBLIC SERVICE AND LANDSCAPE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 24, 1981 AS BOOK G354, PAGE 401 OF OFFICIAL RECORDS.

IN FAVOR OF: CITY OF MORGAN HILL
AFFECTS: AS DESCRIBED WITHIN

(11) AN EASEMENT FOR (i) PARKING, UTILITIES, LANDSCAPE MAINTENANCE, INSTALLATION AND MAINTENANCE OF THE MORGAN HILL BUSINESS PARK MONUMENT SIGN AND FOR ANY OTHER PURPOSES REASONABLY NECESSARY TO EFFECT THE DEVELOPMENT OF COCHRANE PLAZA PHASE II.

(ii)
(iii)

RECORDED JUNE 16, 1989 AS BOOK K988, PAGE 1623 OF OFFICIAL RECORDS.

IN FAVOR OF: PARKLAND PROPERTIES COMPANY, A CALIFORNIA LIMITED PARTNERSHIP
AFFECTS: AS DESCRIBED WITHIN

[SAID EASEMENTS ARE BLANKET; INGRESS/EGRESS EASEMENT IS APPURTENANT TO THE PROPERTY]

PARKING REQUIREMENTS

BUILDING AREA (SF)	*REQUIRED PARKING STALLS	TOTAL PROVIDED PARKING STALLS	PROVIDED COMPACT PARKING STALLS (30% MAX)	REQUIRED BICYCLE PARKING	PROVIDED BICYCLE PARKING	**ADA REQUIRED	ADA PROVIDED	***EV CAPABLE STALLS REQUIRED	EV CAPABLE STALLS PROVIDED
5,028 (1,891 SF PUBLIC ACCOMMODATION; 3,137 SF REMAINING GFA)	46	46	13	5	6	2 (1 VAN)	2 (1 VAN, 1 STD)	8 (2 STALLS INSTALLED UPON OCCUPANCY) (1 VAN, 1 STD)	8 (2 STALLS INSTALLED UPON OCCUPANCY) (1 VAN, 1 STD)

*ONE (1) PARKING SPACE PER 60 SF OF PUBLIC ACCOMMODATIONS PLUS ONE (1) PARKING SPACE PER 250 SF OF REMAINING GROSS FLOOR AREA

**REQUIRED NUMBER OF ADA PARKING SPACES IS CALCULATED PER 2019 CBC AND IS BASED ON THE PROVIDED NUMBER OF TOTAL PARKING SPACES.

***REQUIRED NUMBER OF EV CAPABLE STALLS AND EVCS WITH EVSE STALLS ARE CALCULATED PER THE 2022 CALGREEN BUILDING CODE AND ARE BASED ON THE PROVIDED QUANTITIES IN THE OVERALL PARKING SUMMARY TABLE.

The proposed project would also include the development of a sidewalk along the north and eastern frontages of the project site. Additional pedestrian walkways would be installed throughout the project site, especially surrounding the proposed building.

In addition, the proposed project would include 46 on-site surface parking spaces and six bicycle parking spaces. Of the 46 parking spaces, two parking spaces would be ADA-compliant, eight would be electrical vehicle (EV) charging spaces, 13 would be compact parking stalls, and the remaining 23 would be standard parking spaces.

Landscaping

The proposed project would require the removal of the existing on-site trees. However, pursuant to Section 18.64.050 of the City's Municipal Code, landscaping would be provided throughout the site in accordance with the City's Standard Details for Construction. The proposed project would include the planting of various trees, shrubs, and ground cover along the site perimeter, and within the proposed parking area. In addition, a low masonry wall would be installed along the outer perimeter of the dual drive-thru lane.

Utilities

Water and sewer service for the proposed development would be provided through connections to existing City infrastructure located in the site vicinity. The proposed project would include installation of a new two-inch water line from the proposed building to an existing water main within Cochrane Road. A new four-inch sanitary sewer line would be routed from the proposed building to a new six-inch sanitary sewer line, which would connect to the existing sanitary sewer line within Sutter Boulevard. In addition, a new four-inch grease waste line would run from the trash enclosure drain through a 1,500-gallon grease interceptor before joining with the new six-inch sanitary sewer line. The proposed project would include the installation of new electric lines to connect to the existing on-site electrical lines.

Two storm drain inlets would be installed in the proposed parking area which would capture stormwater from the impervious surfaces on-site. The proposed project would include the installation of storm drain lines which would transport flows into the two bioretention areas located north of the proposed restaurant building. From there, flows would be directed to the existing storm drain inlet located at the westernmost corner of the project site.

Design Review

Pursuant to Section 18.108.040 of the City's Municipal Code, the proposed project would be subject to Design Review. Specifically, the site plan would be analyzed based on elements of design, development location, arrangement of all structures, and design in harmony with surrounding facilities. The purpose of Design Review is to allow the City to review all development, signs, buildings, structures, and other facilities in order to further enhance the City's appearance, and the livability and usefulness of properties.

Conditional Use Permit

Pursuant to Section 18.24.020 of the City's Municipal Code, drive-through facilities are a permitted use in the CG-PUD zoning designation, subject to approval of a Conditional Use Permit. Therefore, the proposed project would require approval of a Conditional Use Permit.

Required Approvals

The proposed project would require the City's approval of the following:

- Design Review; and
- Conditional Use Permit.

G. SUMMARY

The following section contains a summary showing that the proposed project can be considered exempt from CEQA and is not subject to any of the exceptions set forth in Section 15300.2 of the CEQA Guidelines. As demonstrated throughout this Initial Study, the proposed project qualifies for exemption under CEQA Guidelines Section 15332, Class 32.

In-Fill Development Project Exemption

Article 19 of the CEQA Guidelines, Sections 15300 through 15333, includes a list of classes of projects that have been determined not to have a significant effect on the environment, and are therefore exempt from CEQA. Section 15332 of the CEQA Guidelines provides a categorical exemption for infill development projects that meet the following criteria:

(a) The project is consistent with the applicable general plan designation and all applicable general plan polices as well as with applicable zoning designation and regulations.
(b) The proposed development occurs within the city limits on a project site of no more than five acres substantially surrounded by urban uses.
(c) The project site has no value as habitat for endangered, rare or threatened species.
(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.
(e) The site can be adequately served by all required utilities and public services.

The applicability of the above criteria to the proposed project is summarized in the following sections.

Criterion 15332(a): General Plan and Zoning Consistency

The below discussion demonstrates the project's consistency with the General Plan designation and applicable General Plan policies, as well as the zoning designation and regulations.

The City's General Plan designates the site Commercial and the site is zoned CG-PUD. The Commercial land use designation allows for a wide range of retail businesses, administrative and executive office uses, and professional services, either in stand-alone buildings or as part of shopping centers. Additionally, a drive-through facility is allowed within the CG-PUD district with approval of a Conditional Use Permit. Therefore, the proposed project would not conflict with the site's zoning or land use designation.

Furthermore, the proposed project would comply with applicable General Plan policies and zoning regulations adopted for the purpose of avoiding and/or mitigating adverse environmental effects. For example, Section 18.76.060 (Glare) of the Morgan Hill Municipal Code includes such requirements as cut-off lenses to direct light downward and minimum lighting standards for walkways to ensure safe nighttime conditions. The proposed project would be required to adhere to the applicable policies and standards listed in the City's General Plan and Municipal Code.

General Plan Policy TR-3.4 sets forth the level of service (LOS) standards for the City of Morgan Hill intersections. While Section 15064.3 of the CEQA Guidelines provides that analysis of vehicle miles travelled (VMT) attributable to a project is the most appropriate measure of transportation impacts (see Section XVII of the following checklist for analysis of VMT), the project must still comply with applicable General Plan policies such as the LOS standards set forth by Policy TR-3.4. The LOS standard for City of Morgan Hill intersections is LOS D, with limited exceptions that

do not apply to the two study intersections. A Trip Generation and Operations Analysis was prepared for the proposed project by Hexagon Transportation Consultants, Inc. (see Appendix A), which included evaluation of the LOS at the following intersections under existing and 2025 cumulative traffic conditions both with and without project traffic:[3]

1. Monterey Road and Cochrane Road;
2. Butterfield Boulevard and Cochrane Road;
3. Woodview Avenue/Evergreen Village and Cochrane Road;
4. Sutter Boulevard and Cochrane Road;
5. Madrone Parkway/Cochrane Plaza and Cochrane Road;
6. US 101 Southbound Ramps and Cochrane Road;
7. US 101 Northbound Ramps and Cochrane Road; and
8. Sutter Boulevard and Cochrane Plaza.

According to the Trip Generation and Operations Analysis, the foregoing intersections currently operate at LOS D or better conditions under Existing (No Project) Conditions. In addition, the Trip Generation and Operations Analysis determined that the addition of project traffic would not result in the degradation of the study intersections' LOS during the AM and PM peak hours under both Existing Plus Project Conditions and Year 2030 Cumulative with Project Conditions. Therefore, the addition of project traffic would not result in the degradation of the study intersections' LOS during the AM and PM peak hours, and, thus, the proposed project would not conflict with General Plan Policy TR-3.4.

In addition, the proposed project would be consistent with the noise standards established in the City's General Plan and the Municipal Code. See Section XIII, Noise, of this Initial Study, for more information.

Based on the above, the project would be consistent with applicable General Plan policies and City zoning designation and regulations, and the proposed project meets Criterion 15332(a).

Criterion 15332(b): Project Location, Size, and Context

The project site consists of 1.82 acres, located within the Morgan Hill city limits. The site is located near existing commercial development to the north, east, and south, as well as future commercial and residential development to the west, including the future Holiday Inn Express. Thus, the proposed project meets Criterion 15332(b).

Criterion 15332(c): Endangered, Rare, or Threatened Species

The site is currently developed with an unoccupied, single-story, 6,900-sf restaurant and an associated surface parking lot, as well as multiple trees located along the edges of the project site. As discussed in Section IV, Biological Resources, of this Initial Study, the project site is located within the boundaries of the Santa Clara Valley Habitat Plan (SCVHP) permit area. The SCVHP designates the project site as an Urban-Suburban developed land cover type. Typically, species covered by the SCVHP are unlikely to occur within Urban-Suburban areas. Pursuant to the Santa Clara Valley Habitat Agency Geobrowser program, the project site is not located within a designated Plant or Wildlife Survey Area for any covered species. The project applicant would be subject to payment of all applicable development fees according to the SCVHP. Due to the highly disturbed nature of the area surrounding the project site, as well as the existing development that has occurred within the project site, the project site does not provide habitat

[3] Hexagon Transportation Consultants, Inc. *Subject: Trip Generation and Operations Analysis for the Proposed 18599 Sutter Boulevard Chick-Fil-A in Morgan Hill, California.* June 2, 2023.

value for endangered, rare, or threatened species. Thus, the proposed project meets Criterion 15332(c).

Criterion 15332(d): Traffic, Noise, Air Quality, and Water Quality

The following sections present a summary of the Initial Study analysis regarding potential effects related to traffic, noise, air quality, and water quality resulting from implementation of the proposed project. As demonstrated below, the proposed project meets Criterion 15332(d).

Traffic

As discussed in Section XVII, Transportation, of this Initial Study, the *Technical Advisory on Evaluating Transportation Impacts in CEQA* published by the Governor's Office of Planning and Research (OPR) in December 2018 provides recommendations regarding VMT evaluation methodology, significance thresholds, and screening thresholds for land use projects. The proposed project may be presumed to be a local-serving facility and would therefore have a less-than-significant impact on VMT.

In addition, the proposed project is consistent with the project site's existing General Plan land use and zoning designations. Therefore, vehicle trip generation associated with the project site and associated effects on local transportation facilities have been anticipated by the City and accounted for in regional planning efforts.

Noise

Operations associated with the proposed project would generate noise associated with parking lot movements, drive-through operations (vehicle passages and amplified menu speaker board), on-site vehicle circulation, outdoor patio noise (patrons conversing), delivery truck circulation and delivery activities, and non-transportation sources, such as landscaping, maintenance, and heating ventilation and air conditioning (HVAC) equipment. As discussed in detail in Section XIII, Noise, of this Initial Study, none of the foregoing noise generation sources would substantially increase noise levels from what currently exists in the project area.

During construction, the project would result in short-term noise level increases in the project vicinity. However, the Morgan Hill Municipal Code does not specify any short-term construction noise level limits. Construction activities would occur during normal daytime hours, as Chapter 8.28 of the Morgan Hill Municipal Code 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. Given the restrictions on construction hours and the City's standard conditions of approval requiring the use of best available technology by construction contractors to minimize excessive noise from construction equipment, the project would not result in a substantial temporary increase in noise generation during construction activities.

Based on the above, noise generation associated with the proposed project has been anticipated by the City and accounted for in regional planning efforts.

Air Quality

A detailed discussion of applicable thresholds of significance and estimated construction and operational emissions is present in Section III, Air Quality, of this Initial Study. As discussed therein, the proposed project would result in maximum construction and operational criteria air pollutant emissions that are below the applicable thresholds. Because the proposed project would result in emissions below the applicable thresholds of significance, the proposed project would not be expected to result in a significant contribution to the region's existing air quality conditions.

Therefore, the proposed project is not anticipated to result in short-term construction-related or long-term operational emissions of air quality pollutants that would be considered to have the potential to result in significant effects on the environment.

Water Quality

Issues related to stormwater infrastructure are discussed in Section X, Hydrology and Water Quality, of this Initial Study. Preliminary stormwater control and treatment measures have been designed for the project. Two storm drain inlets would be installed in the proposed parking area which would capture stormwater from the impervious surfaces on-site. The proposed project would include the installation of storm drain lines which would transport flows into the two bioretention areas located north of the proposed restaurant building. From there, flows would be directed to the existing storm drain inlet located at the westernmost corner of the project site. All proposed stormwater treatment measures have been designed in accordance with the Santa Clara County Clean Water Program Technical Guidance Handbook.

The final drainage system design for the project will be subject to review and approval by the City of Morgan Hill City Engineer to confirm that the proposed drainage system for the project is consistent with the City's Storm Drainage Master Plan and standard stormwater-related conditions of approval. Therefore, the proposed project would not result in any significant effects related to water quality.

Criterion 15332(e): Utilities and Public Services

Water and sewer service for the proposed development would be provided by the City through new connections to existing infrastructure within Cochrane Road and Sutter Boulevard, respectively. Given the presence of existing utilities in the immediate project vicinity, the proposed project would not require substantial off-site utility improvements. In addition, as discussed in Section XV, Public Services, and Section XIX, Utilities and Service Systems, of this Initial Study, the project would not exceed the capacity of public service or utility infrastructure. Thus, the site would be adequately served by all required utilities and public services.

Exceptions to Categorical Exemptions Analysis

Even if a project is ordinarily exempt under any of the potential categorical exemptions, CEQA Guidelines Section 15300.2 provides specific instances where exceptions to otherwise applicable exemptions apply. Exceptions to a categorical exemption apply in the following circumstances:

(a) Location. Classes 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located – a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, these classes are considered to apply all instances, except where the project may impact on an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.

(b) Cumulative Impact. All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

(c) Significant Effect. A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

(d) Scenic Highways. A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

(e) Hazardous Waste Sites. A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.
(f) Historical Resources. A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

The following analysis addresses whether any of the exceptions to the CEQA exemption apply to the proposed project.

Criterion 15300.2(a): Location

CEQA exemptions 3, 4, 5, 6, and 11 are qualified by consideration of where the project is to be located. The project site is located within an urbanized area and is not located within a sensitive environment. Furthermore, as discussed under Criterion 15300.2(e), the project site is not located near environmental resources of hazardous or critical concern. Therefore, an exception to the exemption under CEQA Guidelines Section 15300.2(a) does not apply to the proposed project.

Criterion 15300.2(b): Cumulative Impact

Pursuant to CEQA Section 15300.2(b), in applying this exception, the cumulative impact must result from "successive projects of the same type in the same place." Both the "same type" and "same place" limitations restrict the scope of this exception.[4] The project site is bound by Cochrane Road to the northwest and Sutter Boulevard to the northeast. Surrounding existing land uses include commercial and light industrial uses to the north, and a business park to the northwest, across Cochrane Road; a shopping center to the east, across Sutter Boulevard; medical offices to the southeast; and the 20-acre Evergreen Village, which will include commercial uses such as a Holiday Inn Express and an assisted living facility, to the southwest.

The proposed project is consistent with the project site's General Plan land use and zoning designations. Therefore, cumulative impacts associated with buildout of the project site have been previously anticipated by the City and analyzed in the General Plan EIR. As discussed above, the project would not exceed the capacity of the existing utility infrastructure in the project vicinity or require other related improvements with the potential to result in cumulatively considerable impacts.

In addition, as discussed above, the Trip Generation and Operations Analysis prepared for the proposed project determined that the addition of project traffic would not result in the degradation of the study intersections' LOS during the AM and PM peak hours under both Existing Plus Project Conditions and Year 2030 Cumulative with Project Conditions. Therefore, the addition of project traffic would not result in the degradation of the study intersections' LOS during the AM and PM peak hours under cumulative conditions.

With regard to ambient noise, according to the Environmental Noise and Vibration Assessment (ENVA) prepared for the proposed project by Bollard Acoustical Consultants, Inc. (BAC) (see Appendix C),[5] the calculated noise levels generated by on-site operations in combination with cumulative conditions, including full development of Evergreen Village, would not be anticipated to generate a significant noise increase triggering the City's applicable thresholds. In addition,

[4] Stephen L. Kostka and Michael H. Zischke. *Practice Under the California Environmental Quality Act, Second Edition* [pg. 5-68]. March 2019 Update.

[5] Bollard Acoustical Consultants, Inc. *Environmental Noise and Vibration Assessment: Chick-fil-A Restaurant*. May 1, 2023.

construction noise is intermittent and temporary and, thus, would not contribute to the cumulative noise environment. Therefore, noise impacts would not be cumulatively considerable.

Thus, the proposed project would not result in a cumulative impact, and an exception to the exemption under CEQA Guidelines Section 15300.2(b) does not apply to the proposed project.

Criterion 15300.2(c): Significant Effect

In listing a class of projects as exempt, the Secretary has determined that the environmental changes typically associated with projects in that class are not significant effects within the meaning of CEQA, even though an argument might be made that they are potentially significant. The plain language of Guidelines Section 15300.2, subdivision (c), requires that a potentially significant effect must be "due to unusual circumstances" for the exception to apply.

The determination as to whether there are "unusual circumstances" (Guidelines, Section 15300.2, subd. [c]) is reviewed under Public Resources Code (PRC) Section 21168.5's substantial evidence prong. Whether a particular project presents circumstances that are unusual for projects in an exempt class is an essential factual inquiry. As to this question, the lead agency serves as "the finder of fact".

Unusual circumstances are not defined by the Guidelines, but potential site characteristics could include sensitive habitats or contamination. The project site does not include any aquatic features or otherwise sensitive habitat, and is not included on any lists of hazardous waste sites. In addition, the project site is located within a FEMA Zone X, which is not considered a significant flood hazard area.

Thus, an exception to the exemption under CEQA Guidelines Section 15300.2(c) does not apply to the proposed project.

Criterion 15300.2(d): Scenic Highway

According to the California Department of Transportation (Caltrans) Scenic Highway Mapping System, officially designated State or County scenic highways do not occur in the project vicinity.[6] Thus, an exception to the exemption under CEQA Guidelines Section 15300.2(d) does not apply to the proposed project.

Criterion 15300.2(e): Hazardous Waste Sites

The California Environmental Protection Agency (CalEPA) provides a list of data resources that provide information regarding the facilities or sites identified as meeting the "Cortese List" requirements, pursuant to Government Code 65962.5. Per a search of the State Water Resources Control Board's (SWRCB) GeoTracker data management system, hazardous materials sites, including leaking underground storage tank (LUST) sites and Department of Toxic Substances Control (DTSC) cleanup sites, have not been identified on or within a 1,000-foot radius of the project area.[7] In addition, the project site is not located on or near any hazardous waste sites identified on the Envirostor's Hazardous Waste and Substance Site List.[8] Thus, an exception to

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6 California Department of Transportation. *Scenic Highways.* Available at: https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways. Accessed April 2023.

7 State Water Resources Control Board. *GeoTracker*. Available at: https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=morgan+hill. Accessed April 2023.

8 Department of Toxic Substances Control. *Hazardous Waste and Substances Site List*. Available at: https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=18599+Sutter+Boulevard%2C+Morgan+Hill%2C+CA. Accessed April 2023.

the exemption under CEQA Guidelines Section 15300.2(e) does not apply to the proposed project.

Criterion 15300.2(f): Historical Resources

The project site is currently developed with a vacant restaurant building and an associated parking lot. As such, the site has been subject to significant disturbance, and is unlikely to contain any cultural resources. Furthermore, the existing on-site restaurant building was constructed in 1990, and, thus, the existing structure is not considered eligible for listing under the National Register of Historic Places (NRHP) and California Register of Historical Resources (CRHR). The proposed project would not result in a substantial adverse change in the significance of a historical resource, and an exception to the exemption under CEQA Guidelines Section 15300.2(f) does not apply to the proposed project.

H. ENVIRONMENTAL CHECKLIST

The following checklist contains the environmental checklist form presented in Appendix G of the CEQA Guidelines. The checklist form is used to describe the impacts of the proposed project. A discussion follows each environmental issue identified in the checklist. For this checklist, the following designations are used:

Potentially Significant Impact: An impact that could be significant, and for which no mitigation has been identified. If any potentially significant impacts are identified, an EIR must be prepared.

Less Than Significant with Mitigation Incorporated: An impact that requires mitigation to reduce the impact to a less-than-significant level.

Less-Than-Significant Impact: Any impact that would not be considered significant under CEQA relative to existing standards.

No Impact: The project would not have any impact.

I. AESTHETICS. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	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. In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☐	✖
d. Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	✖

Discussion

a,c. Examples of typical scenic vistas include mountain ranges, ridgelines, or bodies of water as viewed from a highway, public space, or other area designated for the express purpose of viewing and sightseeing. In general, a project's impact to a scenic vista would occur if development of the project would substantially change or remove a scenic vista. The City's General Plan does not designate official scenic view corridors or vistas. However, according to the General Plan, the hillsides that surround the City to the east and west are considered scenic. The project site is generally surrounded by existing development and is not located on a hillside or in the vicinity of a hillside. While distant views of the hills to the east and west of the City are visible to motorists, bicyclists, and pedestrians travelling along Cochrane Road and Sutter Boulevard, neither street is considered a scenic route. In addition, such views are partially obscured through the site by existing on-site trees.

Because the project site is located in an urbanized area, this discussion focuses on project consistency with applicable zoning and other regulations governing scenic quality.

The project site is zoned CG-PUD. Pursuant to Section 18.24.030 of the City's Municipal Code, a building within the CG-PUD zone may not exceed a height of 35 feet. The proposed height of the restaurant would be a maximum of approximately 24 feet. The project would also comply with the required setbacks. Further, the proposed project would exceed the minimum of ten percent of on-site landscaping required by Section 18.64.060 of the City's Municipal Code. Thus, the project would comply with the applicable zoning regulations regarding scenic quality. Additionally, the proposed project is subject to Design Review in accordance with Morgan Hill Municipal Code Section 18.108.040, which would ensure that the project is consistent with the applicable design and development standards.

Based on the above, the proposed project would not have a substantial adverse effect on a scenic vista or conflict with applicable zoning and other regulations governing scenic quality. Thus, ***no impact*** would occur.

b. According to the Caltrans map of Santa Clara County prepared for the Scenic Highway Mapping System, officially designated State or County scenic highways do not occur in

the project vicinity.[9] Because the project site is not located in the vicinity of any State scenic highway, the proposed project would not damage any scenic resources within a State scenic highway. Therefore, ***no impact*** related to damaging scenic resources within a State scenic highway would occur.

d. As noted previously, the project site is currently developed with an unoccupied, single-story, 6,900-sf restaurant and an associated surface parking lot, as well as multiple trees located along the edges of the project site. The project site is generally surrounded by existing development, and streetlights are provided along Cochrane Road and Sutter Boulevard. Thus, the project site and vicinity already contain existing sources of light and glare, including, but not limited to, headlights on cars traveling along the adjacent roadways, exterior light fixtures, light reflecting off windows, and interior light spilling through windows.

New sources of lighting included in the proposed project would be required to comply with Section 18.76.060 (Glare) of the Morgan Hill Municipal Code, which includes such requirements as cut-off lenses to direct light downward and minimum lighting standards for walkways to ensure safe nighttime conditions. Compliance with these requirements would help to ensure that the light and glare created by the proposed project would be consistent with the levels of light and glare currently emitted in the surrounding developed environment. Therefore, the proposed project would not introduce new sources of substantial light or glare to the site which would adversely affect day or nighttime views in the area, and ***no impact*** would occur.

[9] Caltrans. *California State Scenic Highway System Map.* Available at: https://caltrans.maps.arcgis.com/apps/webappviewer/index.html?id=465dfd3d807c46cc8e8057116f1aacaa. Accessed April 2023.

II. AGRICULTURE AND FOREST RESOURCES. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	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?	☐	☐	☐	✖

Discussion

a,e. According to the California Department of Conservation Farmland Mapping and Monitoring Program, the project site is designated as "Urban and Built-Up Land."[10] Given the designation of the site as Urban and Built-Up Land, development of the proposed project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to a non-agricultural use, or otherwise result in the loss of Farmland to non-agricultural use or forest land to non-forest use. Therefore, ***no impact*** would occur as a result of the proposed project.

b. The project site is not zoned or designated for agricultural purposes and is not under a Williamson Act contract.[11] Therefore, buildout of the proposed project would not conflict with existing zoning for agricultural use or a Williamson Act contract, and ***no impact*** would occur.

c,d. The project site is not considered forest land (as defined in PRC Section 12220[g]), timberland (as defined by PRC Section 4526), and is not zoned Timberland Production (as defined by Government Code Section 51104[g]). Therefore, the proposed project would have ***no impact*** with regard to conversion of forest land or any potential conflict with forest land, timberland, or Timberland Production zoning.

[10] California Department of Conservation. *California Important Farmland Finder.* Available at: https://maps.conservation.ca.gov/dlrp/ciff/. Accessed April 2023.

[11] City of Morgan Hill. *Morgan Hill 2035 Draft Environmental Impact Report* [pg. 4.2-4]. January 2016.

III. AIR QUALITY. *Would the project:*	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	✖
b. 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?	☐	☐	☐	✖
c. Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	✖
d. Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☐	✖

Discussion

a,b. 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 (PM_{10}) 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 federal ozone plan is the 2001 Ozone Attainment Plan, which was adopted on October 24, 2001 and approved by the California Air Resources Board (CARB) on November 1, 2001. The plan was submitted to the USEPA on November 30, 2001 for review and approval. The most recent State ozone plan is the 2017 Clean Air Plan, adopted on April 19, 2017. The 2017 Clean Air Plan was developed as a multi-pollutant plan that provides an integrated control strategy to reduce ozone, PM, toxic air contaminants (TACs), and greenhouse gases (GHGs). Although a plan for achieving the State PM_{10} standard is not required, the BAAQMD has prioritized measures to reduce PM in developing the control strategy for the 2017 Clean Air Plan. The control strategy serves as the backbone of the BAAQMD's current PM control program.

The aforementioned air quality plans contain mobile source controls, stationary source controls, and transportation control measures to be implemented in the region to attain the State and federal AAQS within the SFBAAB. 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 applicable air quality plans. For development projects, BAAQMD establishes significance thresholds for emissions of the ozone precursors reactive organic gases (ROG) and oxides of nitrogen (NO_X), as well as for PM_{10}, and $PM_{2.5}$, expressed in pounds per day (lbs/day) and tons per year (tons/yr). The thresholds are listed in Table 1. Thus, by exceeding the BAAQMD's mass emission thresholds for construction and/or operational emissions of ROG, NO_X, or PM_{10}, a project would be considered to conflict with or obstruct implementation of the BAAQMD's air quality planning efforts.

Table 1
BAAQMD Thresholds of Significance

Pollutant	Construction	Operational	
	Average Daily Emissions (lbs/day)	Average Daily Emissions (lbs/day)	Maximum Annual Emissions (tons/year)
ROG	54	54	10
NOx	54	54	10
PM_{10} (exhaust)	82	82	15
$PM_{2.5}$ (exhaust)	54	54	10

Source: BAAQMD, Air Quality Guidelines, April 2023.

Particulate matter can be split into two categories: fugitive and exhaust. The BAAQMD thresholds of significance for exhaust are presented in Table 1. It should be noted that BAAQMD does not maintain quantitative thresholds for fugitive emissions of PM_{10} or $PM_{2.5}$, rather, BAAQMD requires all projects within the district's jurisdiction to implement Basic Construction Mitigation Measures (BCMMs) related to dust suppression.

The proposed project's construction and operational emissions were quantified using the California Emissions Estimator Model (CalEEMod) software version 2020.4.0 – a statewide model designed to provide a uniform platform for government agencies, land use planners, and environmental professionals to quantify air quality emissions, including GHG emissions, from land use projects. The model applies inherent default values for various land uses, including construction data, vehicle mix, trip length, average speed, compliance with the 2019 California Building Standards Code (CBSC), etc. Where project-specific information is available, such information should be applied in the model. Accordingly, the proposed project's modeling assumes the following project and/or site-specific information:

- Demolition would begin in June 2024 and occur over approximately 20 days;
- Construction would begin in July 2024 and occur over approximately one year;
- The project would comply with the Model Water Efficient Landscape Ordinance (MWELO) and the 2019 CALGreen Code; and
- The project would comply with all applicable provisions of the 2022 California CBSC.

The proposed project's estimated emissions associated with construction and operations is provided below. All CalEEMod results are included as Appendix B to this IS/MND.

Construction Emissions

According to the CalEEMod results, the proposed project would result in maximum unmitigated construction criteria air pollutant emissions as shown in Table 2. As shown in the table, the proposed project's maximum unmitigated construction emissions would be below the applicable thresholds of significance.

Table 2
Maximum Unmitigated Construction Emissions (lbs/day)

Pollutant	Proposed Project Emissions	Threshold of Significance	Exceeds Threshold?
ROG	1.94	54	**NO**
NO_X	14.12	54	**NO**
PM_{10}*	0.63	82	**NO**
$PM_{2.5}$*	0.59	54	**NO**

Note:
* Denotes emissions from exhaust only. BAAQMD has not yet adopted PM thresholds for fugitive emissions.

Source: CalEEMod, June 2023 (see Appendix B).

All projects within the jurisdiction of the BAAQMD are required to implement all of the BAAQMD's BCMMs, which would be required by the City as conditions of approval:

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. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
7. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
8. Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a six- to 12-inch layer of compacted layer of wood chips, mulch, or gravel.
9. Publicly visible signs shall be posted with the telephone number and name of the 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 General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.

The proposed project's required implementation of the BAAQMD's BCMMs listed above for the project's construction activities would help to minimize construction-related emissions.

Because the proposed project would be below the applicable thresholds of significance for construction emissions, project construction would not result in a significant air quality impact.

Operational Emissions

According to the CalEEMod results, the proposed project would result in maximum unmitigated operational criteria air pollutant emissions as shown in Table 3. As shown in the table, the proposed project's operational emissions would be below the applicable thresholds of significance. As such, the proposed project would not result in a significant air quality impact during operations.

Table 3
Maximum Unmitigated Operational Emissions

Pollutant	Proposed Project Emissions		Threshold of Significance		Exceeds Threshold?
	lbs/day	tons/yr	lbs/day	tons/yr	
ROG	2.53	0.42	54	10	**NO**
NO_X	2.90	0.50	54	10	**NO**
PM_{10}*	0.05	0.009	82	15	**NO**
$PM_{2.5}$*	0.05	0.009	54	10	**NO**

Note:
* Denotes emissions from exhaust only. BAAQMD has not yet adopted PM thresholds for fugitive emissions.

Source: CalEEMod, June 2023 (see Appendix B).

Conclusion

As stated previously, the applicable regional air quality plans include the 2001 Ozone Attainment Plan and the 2017 Clean Air Plan. According to BAAQMD, if a project would not result in significant and unavoidable air quality impacts, after the application of all feasible mitigation, the project may be considered consistent with the air quality plans. Because the proposed project would result in emissions below the applicable thresholds of significance, the proposed project would not be considered to conflict with or obstruct implementation of regional air quality plans.

Because the proposed project would not conflict with or obstruct implementation of the applicable air quality plans, violate any air quality standards or contribute substantially to an existing or projected air quality violation, or result in a cumulatively considerable net increase in any criteria air pollutant, ***no impact*** would occur.

c. Some land uses are considered more sensitive to air pollution than others, due to the types of population groups or activities involved. Heightened sensitivity may be caused by health problems, proximity to the emissions source, and/or duration of exposure to air pollutants. Children, pregnant women, the elderly, and those with existing health problems are especially vulnerable to the effects of air pollution. Accordingly, land uses that are typically considered to be sensitive receptors include residences, schools, childcare centers, playgrounds, retirement homes, convalescent homes, hospitals, and medical clinics. The nearest existing sensitive receptors to the project site are the medical offices located south of the project site and the future hotel planned immediately west of the project site.

The major pollutant concentrations of concern are localized carbon monoxide (CO) emissions and TACs, as well as regional effects of emissions of criteria pollutants, which are addressed in further detail below.

Localized CO Emissions

Localized concentrations of CO are related to the levels of traffic and congestion along streets and at intersections. High levels of localized CO concentrations are only expected where background levels are high, and traffic volumes and congestion levels are high. Emissions of CO are of potential concern, as the pollutant is a toxic gas that results from the incomplete combustion of carbon-containing fuels such as gasoline or wood. CO emissions are particularly related to traffic levels.

In order to provide a conservative indication of whether a project would result in localized CO emissions that would exceed the applicable threshold of significance, the BAAQMD has established screening criteria for localized CO emissions. According to BAAQMD, a proposed project would result in a less-than-significant impact related to localized CO emission concentrations if all of the following conditions are true for the project:

- The project is consistent with an applicable congestion management program established by the county congestion management agency for designated roads or highways, regional transportation plan, and local congestion management agency plans;
- The project traffic would not increase traffic volumes at affected intersections to more than 44,000 vehicles per hour; and
- The project traffic would not increase traffic volumes at affected intersections to more than 24,000 vehicles per hour where vertical and/or horizontal mixing is substantially limited (e.g., tunnel, parking garage, bridge underpass, natural or urban street canyon, below-grade roadway).

Given that the proposed project is consistent with the site's current land use and zoning designations, the proposed project would not conflict with the Santa Clara Valley Transportation Authority (VTA) Congestion Management Program (CMP).[12] Based on the Trip Generation and Operations Analysis prepared for the proposed project by Hexagon Transportation Consultants, Inc.,[13] the proposed project would generate 820 vehicle trips per day. According to the City's General Plan Draft EIR, average daily two-way traffic on Sutter Boulevard and Cochrane Road in the project vicinity is 4,349 trips and 20,436 trips, respectively.[14] Considering the proposed project is expected to generate up to 820 daily trips, traffic associated with the proposed development would not increase traffic volumes at any affected intersection to more than 44,000 vehicles per hour. Furthermore, areas where vertical and/or horizontal mixing is limited due to tunnels, underpasses, or similar features do not exist in the project area. Therefore, based on the BAAQMD's screening criteria for localized CO emissions, the proposed project would not be expected to result in substantial levels of localized CO at surrounding intersections or generate localized concentrations of CO that would exceed standards or cause health hazards.

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12 Santa Clara Valley Transportation Authority. *2021 Congestion Management Program Document.* December 2021.

13 Hexagon Transportation Consultants, Inc. *Subject: Trip Generation and Operations Analysis for the Proposed 18599 Sutter Boulevard Chick-Fil-A in Morgan Hill, California.* June 2, 2023.

14 City of Morgan Hill. *2035 General Plan Draft Environmental Impact Report* [pg. 4.14-23]. January 2016..

TAC Emissions

Another category of environmental concern is TACs. The CARB's *Air Quality and Land Use Handbook: A Community Health Perspective* (Handbook) provides recommended setback distances for sensitive land uses from major sources of TACs, including, but not limited to, freeways and high traffic roads, distribution centers, gas dispensing facilities, and rail yards. The CARB has identified diesel particulate matter (DPM) from diesel-fueled engines as a TAC; thus, high volume freeways, stationary diesel engines, and facilities attracting heavy and constant diesel vehicle traffic are identified as having the highest associated health risks from DPM. Health risks associated with TACs are a function of both the concentration of emissions and the duration of exposure, where the higher the concentration and/or the longer the period of time that a sensitive receptor is exposed to pollutant concentrations would correlate to a higher health risk. As noted above, the nearest existing sensitive receptors to the project site are the medical offices located south of the project site and the future hotel planned immediately west of the project site.

The proposed project does not include any operations that would be considered a substantial source of TACs. Accordingly, operations of the proposed project would not expose sensitive receptors to excess concentrations of TACs.

Short-term, construction-related activities would result in the generation of TACs, specifically DPM, from on-road haul trucks and off-road equipment exhaust emissions. Construction is temporary and occurs over a relatively short duration in comparison to the operational lifetime of the proposed project. Health risks are typically associated with exposure to high concentrations of TACs over extended periods of time (e.g., 30 years or greater), whereas the construction period associated with the proposed project is estimated to be approximately one year.

All construction equipment and operation thereof would be regulated per the In-Use Off-Road Diesel Vehicle Regulation, which is intended to help reduce emissions associated with off-road diesel vehicles and equipment, including DPM. Project construction would also be required to comply with all applicable BAAQMD rules and regulations, particularly associated with permitting of air pollutant sources. In addition, only portions of the site would be disturbed at a time throughout the construction period, with operation of construction equipment occurring intermittently throughout the course of a day rather than continuously at any one location on the project site. Operation of construction equipment within portions of the development area would allow for the dispersal of emissions, and would ensure that construction-activity is not continuously occurring in the portions of the project site closest to existing receptors. Because construction equipment on-site would not operate for long periods of time and would be used at varying locations within the site, associated emissions of DPM would not occur at the same location (or be evenly spread throughout the entire project site) for long periods of time. Due to the temporary nature of construction and the relatively short duration of potential exposure to associated emissions, the potential for any one sensitive receptor in the area to be exposed to concentrations of pollutants for a substantially extended period of time would be low.

Furthermore, the project applicant would be required to prepare, and include on all site development and grading plans, a management plan detailing strategies for control of noise, dust and vibration, and storage of hazardous materials during construction of the project. Pursuant to Section 18.76.040 (Air Contaminants) of the City's Municipal Code, the management plan must include all applicable BAAQMD rules and regulations, as well as the City's standard conditions for construction activity. The City of Morgan Hill

Development Services Department would ensure that the BAAQMD's BCMMs, listed under section "a,b" above, would be noted on project construction drawings prior to issuance of a building permit or approval of improvement plans.

Criteria Pollutant Emissions

Criteria pollutant emissions have the ability to cause negative health effects. As discussed under section 'a' above, the AAQS presented are health-based standards designed to ensure safe levels of criteria pollutants that avoid specific adverse health effects. Because the SFBAAB is designated as nonattainment for State and federal eight-hour ozone and State PM_{10} standards, the BAAQMD, along with other air districts in the SFBAAB region, has adopted federal and state attainment plans to demonstrate progress towards attainment of the AAQS. Full implementation of the attainment plans would ensure that the AAQS are attained and sensitive receptors within the SFBAAB are not exposed to excess concentrations of criteria pollutants. The BAAQMD's thresholds of significance were established with consideration given to the health-based air quality standards established by the AAQS, and are designed to aid the district in implementing the applicable attainment plans to achieve attainment of the AAQS. Thus, if a project's criteria pollutant emissions exceed the BAAQMD's emission thresholds of significance, a project would be considered to conflict with or obstruct implementation of the BAAQMD's air quality planning efforts, thereby delaying attainment of the AAQS. Because the AAQSs are representative of safe levels that avoid specific adverse health effects, a project's hinderance of attainment of the AAQS could be considered to contribute towards regional health effects associated with the existing nonattainment status of ozone and PM standards.

However, as discussed above, the proposed project would not result in exceedance of the BAAQMD's thresholds of significance. Consequently, implementation of the proposed project would not conflict with the BAAQMD's adopted attainment plans nor would the proposed project inhibit attainment of regional AAQS. Therefore, implementation of the proposed project would not contribute towards regional health effects associated with the existing nonattainment status of ozone and PM_{10} standards.

Conclusion

Based on the above, the proposed project would not expose any sensitive receptors to substantial concentrations of localized CO, TACs, or criteria air pollutants associated with construction or operation. Therefore, the proposed project would not result in the exposure of sensitive receptors to substantial pollutant concentrations, and ***no impact*** would occur.

d. Emissions such as those leading to odors have the potential to adversely affect sensitive receptors within the project area. Pollutants of principal concern include emissions leading to odors, emission of dust, or emissions considered to constitute air pollutants. Air pollutants have been discussed in sections 'a' through 'c' above. Therefore, the following discussion focuses on emissions of odors and dust.

Pursuant to the BAAQMD CEQA Guidelines, odors are generally regarded as an annoyance rather than a health hazard.[15] Manifestations of a person's reaction to odors can range from psychological (e.g., irritation, anger, or anxiety) to physiological (e.g., circulatory and respiratory effects, nausea, vomiting, and headache). The presence of an

[15] Bay Area Air Quality Management District. *California Environmental Quality Act Air Quality Guidelines* [pg. 7-1]. May 2017.

odor impact is dependent on several variables including: the nature of the odor source; the frequency of odor generation; the intensity of odor; the distance of odor source to sensitive receptors; wind direction; and sensitivity of the receptor.

Due to the subjective nature of odor impacts, the number of variables that can influence the potential for an odor impact, and the variety of odor sources, quantification of significant odor impacts is relatively difficult. Typical odor-generating land uses include, but are not limited to, wastewater treatment plants, landfills, and composting facilities. The proposed project would not introduce any such land uses.

Construction activities often include diesel-fueled equipment and heavy-duty diesel trucks, which can create odors associated with diesel fumes, which could be found to be objectionable. However, as discussed above, construction activities would be temporary, and operation of construction equipment would be regulated and intermittent. Project construction would also be required to comply with all applicable BAAQMD rules and regulations, particularly associated with permitting of air pollutant sources. The aforementioned regulations would help to minimize air pollutant emissions, as well as any associated odors. Accordingly, substantial objectionable odors would not occur during construction activities or affect a substantial number of people.

In addition, the BAAQMD rules and regulations would act to reduce construction-related dust, which would ensure that construction of the proposed project does not result in substantial emissions of dust. Following project construction, the project site would not include any exposed topsoil. Thus, project operations would not include any substantial sources of dust.

For the aforementioned reasons, construction and operation of the proposed project would not result in emissions (such as those leading to odors) adversely affecting a substantial number of people, and ***no impact*** would result.

IV. BIOLOGICAL RESOURCES. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	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 Wildlife 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, and regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?	☐	☐	☐	✖
c. Have a substantial adverse effect on state or federally protected wetlands (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 resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of 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 Conservation Community Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☐	✖

Discussion

a,f. The project site is located within the boundaries of the SCVHP. The SCVHP was developed through a partnership between Santa Clara County, the cities of San José, Morgan Hill, and Gilroy, the Santa Clara Valley Water District (SCVWD), the Santa Clara VTA, the U.S. Fish and Wildlife Service (USFWS), and the California Department of Fish and Wildlife (CDFW). The SCVHP is intended to promote the recovery of endangered species and enhance ecological diversity and function, while accommodating planned growth in approximately 500,000 acres of southern Santa Clara County. The SCVHP provides take authorization for 18 covered species. In addition, the SCVHP includes conservation measures to protect the species covered by the SCVHP, as well as a conservation strategy designed to mitigate impacts on covered species and contribute to the recovery of the species in the study area.

The site is currently developed with an unoccupied, single-story, 6,900-sf restaurant and an associated surface parking lot, as well as multiple trees located along the edges of the project site. The observed site conditions are consistent with the SCVHP, which designates the site as an Urban-Suburban developed land cover type.[16] The Urban-Suburban land cover type is described in the SCVHP as developed areas "where the native vegetation has been cleared for residential, commercial, industrial, transportation, or recreational structures, and is defined as one or more structures per 2.5 acres."[17]

[16] Santa Clara Valley Habitat Agency. *Geobrowser*. Available at: http://www.hcpmaps.com/habitat/. Accessed April 2023.

[17] Santa Clara Valley Habitat Agency. *Final Santa Clara Valley Habitat Plan* [pg. 3-100]. August 2012.

Typically, species covered by the SCVHP are unlikely to occur within Urban-Suburban areas. Therefore, areas designated as Urban-Suburban are not subject to a Land Cover Fee.[18] Pursuant to the SCVHP Geobrowser program, the project site is not located within a designated Plant or Wildlife Survey Area for any covered species.[19] In addition, the SCVHP Geobrowser program indicates that the project site is located outside of the SCVHP Burrowing Owl Fee Area, and is not identified in the SCVHP as Occupied Nesting Burrowing Owl Habitat, Potential Burrowing Owl Nesting/Overwintering Habitat Depending on Site Conditions, or Overwintering Only Habitat.

Due to the disturbed nature of the project site and the existing development in the project vicinity, the project site does not provide habitat for endangered, rare, or threatened species. Thus, the project site meets the infill exemption criteria (c) established by CEQA Guidelines Section 15332. It should be noted that while not considered special-status species, migratory birds could potentially nest in the existing on-site trees and other vegetation. However, as part of the City's standard conditions of approval, a preconstruction survey for migratory birds would be required prior to removal of on-site trees if tree removal would occur during the avian nesting season.

Therefore, development of the proposed project would not have a substantial adverse effect, either directly or through habitat modifications, on species identified as a candidate, sensitive, or special-status in local or regional plans, policies, or regulations, or by the CDFW or USFWS; nor would the proposed project conflict with the provisions of the SCVHP. Thus, ***no impact*** would occur.

b,c. The project site is primarily characterized by an existing vacant restaurant and an associated surface parking lot, as well as multiple trees located along the edges of the project site. The project site is generally surrounded by existing development and roadways. The site does not contain any existing wetlands or riparian habitat. Accordingly, the proposed project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community, or on federally-protected wetlands, and ***no impact*** would occur.

d. Movement corridors or landscape linkages are usually linear habitats that connect two or more habitat patches, providing assumed benefits to the species by reducing inbreeding depression and increasing the potential for recolonization of habitat patches. The project site does not fall within any regional corridor defined by the SCVHP. Furthermore, the project site does not support wildlife movement, as the site is currently developed and substantially surrounded by other urban development.

Given that the project site and the properties within the project vicinity are already developed or under construction and do not support any major wildlife movement corridors, buildout of the project site would not constrain native wildlife movement. As such, the proposed project would not interfere substantially with the movement of any resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites. Thus, ***no impact*** would occur.

[18] Santa Clara Valley Habitat Agency. *Geobrowser*. Available at: http://www.hcpmaps.com/habitat/. Accessed April 2023.
[19] *Ibid*.

e. Section 12.32.030 (Permit-Required) of the City of Morgan Hill's Municipal Code requires the approval of a tree removal permit before the removal of any Ordinance Sized Trees, defined as a non-indigenous tree with a circumference greater than 40 inches (approximately 12.7-inch diameter) or any indigenous tree with circumference greater than 18 inches (approximately 5.7 inches diameter). Indigenous tree means any tree native to the Morgan Hill region, such as oaks (all types), Sycamore, California Bay, Madrone, or Alder.

The proposed project would require the removal of all on-site trees. Currently, an evaluation of on-site trees has not been performed; as such, the project site has the potential to contain Ordinance Sized Trees. However, pursuant to Section 12.32.030(A) of the City's Code of Ordinances, a permit shall not be required for "Developments which have been reviewed and approved by the planning commission or community development director and the tree removal conforms with the landscape plans of those developments." The proposed project would be subject to Design Review, which, pursuant to Section 18.108.040 of the Code of Ordinances, shall be reviewed by the community development director. Therefore, the proposed project would not be required to obtain a tree removal permit. In addition, it is noted that the proposed project would include the planting of various shrubs and ground cover along the site perimeter, and within the proposed parking area. The Preliminary Landscape Plan prepared for the proposed project also reflects replacement planting of 14 crape myrtle trees, ten fruitless olives, and seven coast live oaks throughout the landscaped portions of the project site.

Based on the above, the proposed project would not conflict with local policies or ordinances protecting biological resources, and ***no impact*** would occur.

V. CULTURAL RESOURCES. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5?	☐	☐	☐	✖
b. Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to Section 15064.5?	☐	☐	☐	✖
c. Disturb any human remains, including those interred outside of dedicated cemeteries.	☐	☐	☐	✖

Discussion

a,b,c. The project site is currently developed with a vacant restaurant building and an associated parking lot. As such, the site has been subject to significant disturbance, and is unlikely to contain any cultural resources. Furthermore, the existing on-site restaurant building was constructed in 1990, and, thus, does not meet the age for being considered historic. Therefore, historical resources would not be affected by implementation of the proposed project.

However, as noted in the General Plan EIR, archaeological surveys conducted in Morgan Hill have identified numerous prehistoric sites with shell midden components, including human burials. Based on such findings, the potential exists for subsurface historical resources and previously unknown archaeological resources to be found on-site during grading and excavation associated with development of the proposed project. In the event that such resources are unearthed during ground disturbing activities (i.e., any activity that exposes, works or redistributes soil, including but not limited to excavating, filling, stockpiling, grading, grubbing, or clearing), the following City standard conditions of approval related to the protection of historical and archaeological resources would be implemented, consistent with Section 18.60.090 of the City's Municipal Code:

A. 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 Tamien Nation Tribal Monitor shall hold a preconstruction meeting for the purposes of "cultural sensitivity training" with the general contractor and subcontractors.

2. An archaeologist and 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 or 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.

Compliance with the above standard conditions of approval would ensure that construction of the proposed project would result in ***no impact*** related to historical resources and unique archeological resources, as well as the disturbance of human remains.

VI. ENERGY. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☐	✖
b. Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☐	✖

Discussion

a,b. The main forms of available energy supply are electricity, natural gas, and oil. A description of the 2022 California Green Building Standards Code (CALGreen Code) and the Building Energy Efficiency Standards, with which the proposed project would be required to comply, as well as discussions regarding the proposed project's potential effects related to energy demand during construction and operations are provided below.

California Green Building Standards Code

The 2022 California Green Building Standards Code, otherwise known as the CALGreen Code (CCR Title 24, Part 11) is a portion of the CBSC, which became effective on January 1, 2023.[20] The purpose of the CALGreen Code is to improve public health, safety, and general welfare by enhancing the design and construction of buildings through the use of building concepts having a reduced negative impact or positive environmental impact and encouraging sustainable construction practices. The CALGreen standards regulate the method of use, properties, performance, types of materials used in construction, alteration repair, improvement and rehabilitation of a structure or improvement to property. The provisions of the code apply to the planning, design, operation, construction, use, and occupancy of every newly constructed building or structure throughout California. Requirements of the CALGreen Code include, but are not limited to, the following measures:

- Compliance with relevant regulations related to future installation of EV charging infrastructure in residential and non-residential structures;
- Indoor water use consumption is reduced through the establishment of maximum fixture water use rates;
- Outdoor landscaping must comply with the California Department of Water Resources' MWELO, or a local ordinance, whichever is more stringent, to reduce outdoor water use;
- Diversion of 65 percent of construction and demolition waste from landfills; and
- Mandatory use of low-pollutant emitting interior finish materials such as paints, carpet, vinyl flooring, and particle board.

Building Energy Efficiency Standards

The 2022 Building Energy Efficiency Standards are a portion of the CBSC that expand upon energy efficiency measures from the 2019 Building Energy Efficiency Standards resulting in a reduction in energy consumption from the 2019 standards. Energy reductions relative to previous Building Energy Efficiency Standards would be achieved

[20] California Building Standards Commission. *California Green Building Standards Code*. 2022.

through various regulations including requirements for the use of high efficacy lighting, improved water heating system efficiency, and high-performance attics and walls.

As incorporated in the 2019 Building Energy Efficiency Standards, the 2022 Building Energy Efficiency Standards require that that certain nonresidential developments be constructed with solar readiness for the future installation of rooftop solar panels.

Construction Energy Use

Construction of the proposed project would involve on-site energy demand and consumption related to use of oil in the form of gasoline and diesel fuel for construction worker vehicle trips, hauling and materials delivery truck trips, and operation of off-road construction equipment. In addition, diesel-fueled portable generators may be necessary to provide additional electricity demands for temporary on-site lighting, welding, and for supplying energy to areas of the site where energy supply cannot be met via a hookup to the existing electricity grid. Project construction would not involve the use of natural gas appliances or equipment.

Even during the most intense period of construction, due to the different types of construction activities (e.g., site preparation, grading, building construction), only portions of the project site would be disturbed at a time, with operation of construction equipment occurring at different locations on the project site, rather than a single location. In addition, all construction equipment and operation thereof would be regulated pursuant to the CARB In-Use Off-Road Diesel Vehicle Regulation. The In-Use Off-Road Diesel Vehicle Regulation is intended to reduce emissions from off-road, heavy-duty diesel vehicles in California by imposing limits on idling, requiring all vehicles to be reported to CARB, restricting the addition of older vehicles into fleets, and requiring fleets to reduce emissions by retiring, replacing, or repowering older engines, or installing exhaust retrofits. In addition, as a means of reducing emissions, construction vehicles are required to become cleaner through the use of renewable energy resources. The In-Use Off-Road Diesel Vehicle Regulation would therefore help to improve fuel efficiency for equipment used in construction of the proposed project. Technological innovations and more stringent standards are being researched, such as multi-function equipment, hybrid equipment, or other design changes, which could help to further reduce demand on oil and limit emissions associated with construction.

Based on the above, the temporary increase in energy use occurring during construction of the proposed project would not result in a significant increase in peak or base demands or require additional capacity from local or regional energy supplies. In addition, the proposed project would be required to comply with all applicable regulations related to energy conservation and fuel efficiency, which would help to reduce the temporary increase in demand.

Operational Energy Use

In response to the growing climate crisis, the City has determined that natural gas use in local buildings, which accounts for approximately one-third of the community's carbon footprint, represents the City's greatest opportunity to reduce future GHG emissions. Requiring all new buildings to be constructed without natural gas will dramatically reduce future emission growth as electricity procured by Silicon Valley Clean Energy is 100 percent carbon free. The City Council adopted Ordinance No. 2306 on November 6, 2019,

which prohibits natural gas infrastructure in new buildings. According to the project designs, the proposed project would not be designed to include natural gas.

Energy use associated with operation of the proposed project would be typical of drive-thru commercial uses, requiring electricity for interior and exterior building lighting, HVAC, electronic equipment, machinery, cooking equipment, refrigeration, appliances, security systems, and more. Maintenance activities during operations, such as landscape maintenance, would involve the use of electric or gas-powered equipment. In addition to on-site energy use, the proposed project would result in transportation energy use associated with vehicle trips generated by the proposed development.

The proposed project would be subject to all relevant provisions of the most recent update of the CBSC, including the CALGreen Code and the Building Energy Efficiency Standards. Adherence to the most recent CALGreen Code and the Building Energy Efficiency Standards would ensure that the proposed structure would consume energy efficiently through the incorporation of such features as efficient water heating systems, high performance attics and walls, and high efficacy lighting. Required compliance with the CBSC would ensure that the building energy use associated with the proposed project would not be wasteful, inefficient, or unnecessary.

With regard to transportation energy use, the proposed project would comply with all applicable regulations associated with vehicle efficiency and fuel economy. In addition, as discussed in Section XVII, Transportation, of this Initial Study, the proposed project qualifies as a local-serving facility. As such, the proposed project would not result in a significant impact related to VMT, or, by extension, fuel consumption. Therefore, the proposed project would not result in an adverse impact related to transportation energy use.

Conclusion

Based on the context above, construction and operation of the proposed project would not result in wasteful, inefficient, or unnecessary consumption of energy resources or conflict with or obstruct a State or local plan for renewable energy or energy efficiency. Thus, ***no impact*** would occur.

VII. GEOLOGY AND SOILS. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Directly or indirectly cause 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 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 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	☐	☐	☐	✖
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	✖
f. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	✖

Discussion

ai-ii. According to the City of Morgan Hill General Plan EIR, major faults located in the project area include the Calaveras Fault located approximately 4.1 miles northeast of the City, the San Andreas Fault located approximately five miles southwest of the City, and the Sargent Fault located approximately three miles west of the City. Given that known surface expressions of fault traces do not exist within the City of Morgan Hill, including the site, fault rupture hazard is not a significant geologic hazard at the site. In addition, Alquist-Priolo Earthquake Fault Zones are not delineated within or near the project site.[21]

Due to the proximity of the site to nearby active faults, strong ground shaking could occur at the site as a result of an earthquake on any one of the faults. However, the proposed project would be subject to all applicable regulations within the CBSC and Chapter 15.08 (Building Code) of the City's Municipal Code, which provide standards to protect property and public safety by regulating the design and construction of foundations, building frames, and other building elements. Therefore, ***no impact*** would occur related to exposure of people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault or strong seismic ground shaking.

[21] California Department of Conservation. *Earthquake Zones of Required Investigation.* Available at: https://maps.conservation.ca.gov/cgs/EQZApp/app//. Accessed April 2023.

aiii,aiv,
c. The proposed project's potential effects related to liquefaction, landslides, lateral spreading, and subsidence/settlement are discussed in detail below.

Liquefaction

Liquefaction is the temporary transformation of loose, saturated granular sediments from a solid state to a liquefied state as a result of seismic ground shaking. In the process, the soil undergoes transient loss of strength, which commonly causes ground displacement or ground failure to occur. Because saturated soils are a necessary condition for liquefaction, soil layers in areas where the groundwater table is near the surface have higher liquefaction potential than those in which the water table is located at greater depths. Additionally, loose unsaturated sandy soils have the potential to settle during strong seismic shaking.

According to the ABAG Resilience Program's interactive Hazards Map, the project site is located in an area of low liquefaction susceptibility.[22] However, the Safety, Services, and Infrastructure Element of the General Plan acknowledges the hazards associated with seismically induced liquefaction in the planning area, and includes a number of policies (SSI-1.1, 1.2, 2.1, and 2.3) that are relevant to the potential hazards. The CBSC and Morgan Hill Building Code also provide standards to protect property and public safety by regulating the design and construction of excavations, foundations, building frames, retaining walls, and other building elements, which would further reduce the potential for seismic-related ground failure, including liquefaction. Compliance with the aforementioned regulations would ensure that substantial adverse effects related to liquefaction would not occur.

Landslides

Seismically-induced landslides are triggered by earthquake ground shaking. The risk of landslide hazard is greatest in areas with steep, unstable slopes. The project site is located on level ground, and, thus, would not be subject to landslides.

Lateral Spreading

Lateral spreading is horizontal/lateral ground movement of relatively flat-lying soil deposits towards a free face such as an excavation, channel, or open body of water; typically, lateral spreading is associated with liquefaction of one or more subsurface layers near the bottom of the exposed slope. As stated above, the project site is generally flat. In addition, a free face such as an excavation or channel is not located immediately adjacent to the project site. Furthermore, the General Plan EIR concluded that impacts related to lateral spreading would be reduced to a less-than-significant level with compliance with the CBSC, the Santa Clara County General Plan, and the Morgan Hill Municipal Code. Therefore, adverse impacts related to lateral spreading would not occur.

Subsidence/Settlement

Subsidence is the settlement of soils of very low density generally from either oxidation of organic material, or desiccation and shrinkage, or both, following drainage. Subsidence takes place gradually, usually over a period of several years. Given that the proposed

[22] Association of Bay Area Governments. *Resilience Program.* Available at: https://mtc.maps.arcgis.com/apps/webappviewer/index.html?id=4a6f3f1259df42eab29b35dfcd086fc8. Accessed April 2023.

project would comply with the CBSC, the potential for subsidence to pose a risk to the proposed development is relatively low. In addition, the General Plan EIR concludes that impacts related to subsidence/settlement would be reduced to a less-than-significant level with compliance with the CBSC, the Santa Clara County General Plan, and the Morgan Hill Municipal Code. Therefore, adverse impacts related to subsidence or settlement would not occur.

Conclusion

Based on the above, the proposed project would not be subject to substantial risks related to liquefaction, landslides, lateral spreading, and subsidence/settlement. Compliance with standard construction regulations included in the CBSC would ensure that the proposed project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving liquefaction, subsidence, or settlement, and would not 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 subsidence, liquefaction, or collapse. Thus, ***no impact*** would occur.

b. Development of the proposed project would cause ground disturbance of mostly topsoil related to construction activity. The ground disturbance would be limited to the areas proposed for grading and excavation, including building pads, curb, gutter, drainage, sewer, and water infrastructure alignments. After grading and excavation and prior to overlaying the disturbed surfaces with impervious surfaces and structures, the potential exists for wind and water erosion to occur, which could adversely affect downstream storm drainage facilities.

New development within the City that disturbs one or more acres of land is required to comply with the National Pollutant Discharge Elimination System (NPDES) General Construction Permit and prepare a Storm Water Pollution Prevention Plan (SWPPP) incorporating Best Management Practices (BMPs) to control sedimentation, erosion, and hazardous materials contamination of runoff during construction. The proposed project would disturb approximately 1.82 acres and, thus, would be subject to such requirements. In addition, pursuant to Chapter 13.30 (Urban Storm Water Quality Management and Discharge Control) of the City's Municipal Code, an Erosion Control Plan must be prepared for the proposed project. BMPs of the Erosion Control Plan would include drainage inlet protection, designation of a temporary construction entrance, as well as temporary fiber rolls and other BMPs to prevent pollution and erosion. In addition, the Erosion Control Plan would be subject to review and approval by the City Engineer prior to the approval of improvement plans and the issuance of building permits to ensure that the plan complies with City standards. Therefore, the proposed project would not result in substantial soil erosion or the loss of topsoil, and, ***no impact*** would occur.

d. Expansive soils can undergo significant volume changes with changes in moisture content. Specifically, such soils shrink and harden when dried and expand and soften when wetted. If structures are underlain by expansive soils, foundation systems must be capable of withstanding the potential damaging movements of the soil. According to the U.S. Department of Agriculture's Web Soil Survey, the project site consists entirely of Arbuckle gravelly loam, which is not limited with regard to shrink-swell potential.[23] In addition, the proposed project would be required to comply with all applicable CBSC

[23] United States Department of Agriculture. *Web Soil Survey.* Available at: https://websoilsurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx. Accessed April 2023.

standards to ensure the structural integrity of the proposed structures. Given required compliance with the CBSC and all applicable construction standards provided in the Municipal Code, the proposed project would not be subject to substantial risks related to expansive soils.

Based on the above, the proposed project would not create substantial direct or indirect risks to life or property related to being located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property. Thus, a ***less-than-significant*** impact would occur.

e. The proposed development would connect to existing City-maintained sewer infrastructure and would not include the use of septic tanks. Accordingly, ***no impact*** would occur related to soils incapable of adequately supporting the use of septic tanks.

f. Paleontological resources or fossils are the remains of prehistoric plant and animal life. As noted in the General Plan EIR, based on a review of the University of California's Museum of Paleontology's fossil locality database conducted for all of Santa Clara County, paleontological resources have not been identified within the City of Morgan Hill.[24] In addition, the project site has been subject to previous disturbance. Thus, paleontological resources are not expected to occur on the site. Furthermore, the proposed project would be subject to the City's standard measures listed in Section V, Cultural Resources, of this Initial Study. As noted in the General Plan EIR, such measures would ensure adverse impacts to paleontological resources are avoided.

As noted in the City's General Plan, occurrences of fossil resources are closely tied to the geologic units. The soil types at the project site are not considered unique geologic features and are common within the geographic area of the City. As such, development of the proposed project would not destroy a unique geologic feature. Therefore, the proposed project would not result in the direct or indirect destruction of a unique paleontological resource or unique geological feature, and ***no impact*** would occur.

[24] City of Morgan Hill. *Morgan Hill 2035 Draft Environmental Impact Report* [pg. 4.5-17]. January 2016.

VIII. GREENHOUSE GAS EMISSIONS. *Would the project:*	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less-Than-Significant Impact	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 gasses?	☐	☐	☐	✖

Discussion

a,b. Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors. Therefore, the cumulative global emissions of GHGs contributing to global climate change can be attributed to every nation, region, and city, and virtually every individual on Earth. An individual project's GHG emissions are at a micro-scale level relative to global emissions and effects to global climate change; however, an individual project could result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact. As such, impacts related to emissions of GHG are inherently considered cumulative impacts.

Implementation of the proposed project would cumulatively contribute to increases of GHG emissions. Estimated GHG emissions attributable to future development would be primarily associated with increases of carbon dioxide (CO_2) and, to a lesser extent, other GHG pollutants, such as methane (CH_4) and nitrous oxide (N_2O) associated with area sources, mobile sources or vehicles, utilities (electricity and natural gas), water usage, wastewater generation, and the generation of solid waste. The primary source of GHG emissions for the project would be mobile source emissions. The common unit of measurement for GHG is expressed in terms of annual metric tons of CO_2 equivalents ($MTCO_2e$/yr).

The proposed project is located within the jurisdictional boundaries of BAAQMD. The most recent BAAQMD Air Quality Guidelines were released in April 2023.[25] The updated GHG thresholds address more recent climate change legislation, including Senate Bill (SB) 32, and provide qualitative thresholds related to Buildings and Transportation.

Construction GHG emissions are a one-time release and are, therefore, not typically expected to generate a significant contribution to global climate change. Neither the City nor BAAQMD has an adopted threshold of significance for construction-related GHG emissions and does not require quantification. Nonetheless, the proposed project's construction GHG emissions, as well as operational emissions, have been estimated using CalEEMod under the same assumptions discussed in Section III, Air Quality, of this IS (see Appendix B). The emissions estimates prepared for the proposed project determined that unmitigated construction of the project would result in total GHG emissions of 801.88 $MTCO_2e$ over the entire construction period.

Potential impacts related to operational GHG emissions resulting from implementation of the proposed project are considered in comparison with BAAQMD's adopted thresholds of significance below.

[25] Bay Area Air Quality Management District. *2022 California Environmental Quality Act Guidelines*. April 2023.

BAAQMD Thresholds of Significance

The BAAQMD's adopted thresholds of significance for GHG emissions are qualitative, and address recent climate change legislation, including SB 32. According to the new thresholds of significance, a project must either include specific project design elements (e.g., exclude use of natural gas, achieve a specific reduction in project-generated VMT below the regional average) or be consistent with a local GHG reduction strategy that meets the criteria under State CEQA Guidelines Section 15183.5(b).[26]

In December of 2021, the City of Morgan Hill adopted a Climate Action Plan (CAP);[27] however, the City's CAP does not qualify as a local GHG reduction strategy under CEQA Guidelines Section 15183.5(b). Therefore, the following analysis focuses on the new BAAQMD GHG thresholds related to specific project design elements.

According to the BAAQMD's thresholds of significance, in order to find a less-than-significant GHG impact, projects must include, at a minimum, the following project design elements:

1. The project will not include natural gas appliances or natural gas plumbing (in both residential and nonresidential development);
2. The project will not result in any wasteful, inefficient, or unnecessary energy usage as determined by the analysis required under CEQA Section 21100(b)(3) and Section 15126.2(b) of the State CEQA Guidelines;
3. The project will achieve a reduction in project-generated VMT below the regional average consistent with the current version of the California Climate Change Scoping Plan (currently 15 percent) or meet a locally adopted SB 743 VMT target, reflecting the recommendations provided in the Governor's Office of Planning and Research's Technical Advisory on Evaluating Transportation Impacts in CEQA; and
4. The project will achieve compliance with off-street electric vehicle requirements in the most recently adopted version of CALGreen Tier 2.

In order to be consistent with the first criterion, the proposed project would be required to include all electric appliances and plumbing. The 2022 Building Energy Efficiency Standards requires that new development be built electric-ready (i.e., structures will be required to have electric supply panels and circuitry to support all-electric appliances and heating). According to the project design, the proposed project would not include natural gas. Thus, the proposed project would be consistent with the first criterion.

Regarding the second criterion, as discussed in Section VI, Energy, of this IS, the proposed project would comply with all applicable federal, State, and local regulations regarding energy use during both project construction and project operations. Therefore, as discussed therein, the proposed project would not result in any wasteful, inefficient, or unnecessary energy usage.

With respect to the third criterion, as discussed in Section XVII, Transportation, of this IS, the proposed project may be presumed to be a local-serving facility and would therefore have a less-than-significant impact on VMT. Therefore, the project would be consistent with the current version of the California Climate Change Scoping Plan.

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[26] Bay Area Air Quality Management District. *2022 California Environmental Quality Act Guidelines*. April 2023.
[27] City of Morgan Hill. *Morgan Hill 2021 Climate Action Plan*. December 15, 2021.

With respect to the fourth criterion, the proposed project would be conditioned to comply with the Tier 2 CALGreen standards related to off-street electric vehicle requirements.

Conclusion

Based on the above, the proposed project would not be considered to generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with any applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs; and ***no impact*** would occur.

IX. HAZARDS AND HAZARDOUS MATERIALS. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	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 likely 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 or excessive noise for people residing or working in the project area?	☐	☐	☐	✖
f. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	✖
g. Expose people or structures, either directly or indirectly, to the risk of loss, injury or death involving wildland fires?	☐	☐	☐	✖

Discussion

a. Commercial land uses, especially restaurants such as the proposed project, are not typically associated with the routine transport, use, disposal, or generation of substantial amounts of hazardous materials. Project operations and upkeep may require the use common household cleaning products, fertilizers, and herbicides on-site, any of which could contain potentially hazardous chemicals; however, such products would be expected to be used in accordance with label instructions. In addition, Section 8.40.750 of the City's Municipal Code establishes regulations related to the types and quantities of hazardous materials that may be stored or used within the City. Based on the allowances within Section 8.40.750 of the Morgan Hill Municipal Code, should operation of the proposed project require the use or storage of hazardous materials in excess of the accepted limits, a formal request must be made to the City, including a declaration of information regarding the type and quantities of hazardous materials to be used or stored within the project site. Such requests would be considered by the City's Development Services Department. Therefore, such materials would be safely managed in accordance with the applicable regulations and would be subject to City review depending on the type or quantity of chemicals proposed for use.

   Given the stringent regulations governing such materials, the proposed project would not create a significant hazard to the public or the environment related to the routine transport, use, or disposal of hazardous materials, and ***no impact*** would occur.

b. Buildout of the proposed project would include the demolition of the existing on-site 6,900-sf unoccupied restaurant building. During demolition, the potential exists for construction

personnel or nearby receptors to be exposed to hazardous materials that are present in the existing structure. The primary hazardous materials of concern are asbestos and lead, as discussed below.

For buildings constructed prior to 1980, the Code of Federal Regulations (29 CFR 1926.1101) states that all thermal system insulation (boiler insulation, pipe lagging, and related materials) and surface materials must be designated as "presumed asbestos-containing material" unless proven otherwise through sampling in accordance with the standards of the Asbestos Hazard Emergency Response Act. As noted previously, the proposed project would require the demolition of the existing on-site 6,900-sf unoccupied restaurant building, which was constructed in 1990. Given that the on-site structure was constructed after 1980, the building is unlikely to contain asbestos-containing materials that could be released during demolition activities.

Lead-based paint (LBP) is defined by federal guidelines as any paint, varnish, stain, or other applied coating that has one milligram of lead per square centimeter or greater. Lead is a highly toxic material that may cause a range of serious illnesses, and in some cases death. Structures built prior to 1978, and especially prior to the 1960s, are expected to contain LBP. As noted above, the existing on-site building was developed in 1990 and, thus, is assumed not to include LBP. Therefore, demolition of the on-site building would not result in exposure to LBP.

Hazardous materials could be stored, used, and transported in varying amounts during construction of the proposed project. Construction activities associated with the proposed project would involve the use of various products such as concrete, paints, and adhesives. In addition, heavy-duty construction equipment operating on the project site would contain hydraulic fluid, diesel fuel, and other petroleum products. Small quantities of such potentially toxic substances would be used at the project site and transported to and from the site during construction. However, the project contractor would be required to comply with all California Health and Safety Codes and local ordinances regulating the handling, storage, and transportation of hazardous and toxic materials. Compliance with such regulations would ensure that the proposed project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment during construction activities.

Based on the above, implementation of the proposed project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment. As such, ***no impact*** would occur.

c. The nearest school relative to the project site is Ann Sobrato High School, located approximately 0.9-mile northwest of the site. Thus, the project site is not located within a quarter mile of any existing or proposed schools. Therefore, the proposed project would have ***no impact*** related to hazardous emissions or the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

d. The CalEPA has compiled a list of data resources that provide information regarding the facilities or sites identified as meeting the "Cortese List" requirements, pursuant to Government Code 65962.5. The components of the Cortese List include the DTSC

Hazardous Waste and Substances Site List, the list of LUST sites from the SWRCB's GeoTracker database, the list of solid waste disposal sites identified by the SWRCB, and the list of active Cease and Desist Orders (CDO) and Cleanup and Abatement Orders (CAO) from the SWRCB. Pursuant to the SWRCB GeoTracker data management system, hazardous materials sites, including LUST sites and DTSC cleanup sites, have not been identified on or within a 1,000-foot radius of the project site.[28] In addition, the project site is not located on or near any hazardous waste sites identified on the Envirostor's Hazardous Waste and Substance Site List.[29]

Based on the above, the proposed project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. As such, ***no impact*** would occur.

e. The public airport nearest to the project site is the San Martin Airport, which is located approximately 5.5 miles southeast of the project site at 13030 Murphy Avenue. The project site is located well outside of the Airport Influence Area identified in the South County Airport Comprehensive Land Use Plan.[30] In addition, the project site is not located within the vicinity of a private airstrip. Therefore, the proposed project would not result in an airport-related safety hazard for people residing or working in the project area, and ***no impact*** would occur.

f. Implementation of the proposed project would not result in any modifications to the City's existing roadway system. In addition, during construction, heavy equipment would be staged on-site such that the local roadways would not be blocked. Thus, implementation of the proposed project would not interfere with potential evacuation or response routes used by emergency response teams. Furthermore, the project would not conflict with the City's Emergency Operations Plan because the project would not affect the local roadway network.[31] Therefore, the project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, and ***no impact*** would occur.

g. The City's Wildland Urban Interface map indicates that the project site is not located in a High or Very High Fire Hazard Severity Zone (FHSZ).[32] In addition, the project site is substantially surrounded by urban development, thereby limiting the sources of fuel (e.g., dry grass) that could be ignited. Therefore, the proposed project would not expose people or structures to the risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands, and ***no impact*** would occur.

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28 State Water Resources Control Board. *GeoTracker*. Available at: https://geotracker.waterboards.ca.gov/map/?CMD=runreport&myaddress=morgan+hill. Accessed April 2023.

29 Department of Toxic Substances Control. *Hazardous Waste and Substances Site List*. Available at: https://www.envirostor.dtsc.ca.gov/public/map/?myaddress=18599+Sutter+Boulevard%2C+Morgan+Hill%2C+CA. Accessed April 2023.

30 Santa Clara County. *Comprehensive Land Use Plan, Santa Clara County, South County Airport.* Amended November 16, 2016.

31 City of Morgan Hill. *Emergency Operations Plan.* January 11, 2018.

32 City of Morgan Hill. *City of Morgan Hill Wildland Urban Interface Map.* March 2009.

X. HYDROLOGY AND WATER QUALITY. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☐	✖
b. Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☐	✖
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i. Result in substantial erosion or siltation on- or off-site;	☐	☐	☐	✖
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;	☐	☐	☐	✖
iii. 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; or	☐	☐	☐	✖
iv. Impede or redirect flood flows?	☐	☐	☐	✖
d. In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☐	✖
e. Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☐	✖

Discussion

a. The proposed project's potential to result in water quality impacts during construction and operations is discussed in further detail separately below.

Construction

Project construction activities such as grading, excavation, and trenching for site improvements would result in the disturbance of on-site soils. The exposed soils have the potential to affect water quality in two ways: 1) suspended soil particles and sediments transported through runoff; or 2) sediments transported as dust that eventually reach local water bodies. Spills or leaks from heavy equipment and machinery, staging areas, or building sites also have the potential to enter runoff. Typical pollutants include, but are not limited to, petroleum and heavy metals from equipment and products such as paints, solvents, and cleaning agents, which could contain hazardous constituents. Sediment from erosion of graded or excavated surface materials, leaks or spills from equipment, or inadvertent releases of building products could result in water quality degradation if runoff containing the sediment or contaminants should enter receiving waters in sufficient quantities. Impacts from construction-related activities would generally be short-term and of limited duration.

Water quality degradation is regulated by the federal NPDES Program, established by the Clean Water Act, which controls and reduces pollutants to water bodies from point and non-point discharges. In California, the NPDES permitting program is administered by the

SWRCB through nine Regional Water Quality Control Boards (RWQCBs). As discussed in Section VII, Geology and Soils, of this Initial Study, new development within the City that disturbs one or more acres of land is required to comply with the NPDES General Construction Permit and prepare a SWPPP incorporating BMPs to control sedimentation, erosion, and hazardous materials contamination of runoff during construction. The proposed project would disturb approximately 1.82 acres, and, thus, would be subject to the State NPDES General Construction Permit.

The proposed project would also be subject to all regional and local water quality regulations. In order to meet water quality objectives for the region, the City of Morgan Hill, City of Gilroy, and County of Santa Clara have prepared and are implementing a Revised Regional Storm Water Management Plan (SWMP).[33] The SWMP incorporates the efforts of the City of Morgan Hill, the City of Gilroy, and the unincorporated portion of Santa Clara County, within the watershed of the Pajaro River and Monterey Bay, to meet the Phase II Storm Water Permit requirements for small municipal separate storm sewer systems (MS4s). The City of Morgan Hill implements the SWMP through an extensive program that entails: 1) the establishment of SWMP goals for the City; 2) public education and outreach; 3) public involvement and participation; 4) illicit discharge control; 5) construction site stormwater runoff control; 6) post-construction stormwater management in development; and 7) pollution prevention. For construction activities, the SWMP presents BMPs that are required for the control of stormwater runoff quality during construction. Compliance with the City's SWMP, as well as the NPDES General Construction Permit, would ensure that adverse impacts to water quality would not occur during construction.

Operation

After project construction, impervious surfaces on the project site could contribute incrementally to the degradation of downstream water quality during storm events. During the dry season, vehicles and other urban activities may release contaminants onto the impervious surfaces, where they would accumulate until the first storm event. During the initial storm event, or first flush, the concentrated pollutants would be transported via stormwater runoff from the site to the stormwater drainage system and eventually a downstream waterway. Typical urban and commercial restaurant facility pollutants that would likely be associated with the proposed project include sediment, pesticides, oil and grease, nutrients, metals, bacteria, and trash.

The proposed project would be managed in accordance with Resolution R3-2013-0032 issued by the Central Coast RWQCB. The Resolution formally adopts post-construction stormwater management requirements for development projects in the Central Coast Region.[34] The requirements identify 10 Watershed Management Zones (WMZs) in the covered area, and specify stormwater management requirements for each zone, depending on the size of the development project. Because the project site is located in an area classified as WMZ-1, stormwater management at the project site must include site design and runoff features to limit the amount of runoff from the project site as well as on-site water quality treatment to reduce pollutant loads in the stormwater runoff using a Low

[33] City of Morgan Hill. *Stormwater and Urban Runoff Management*. Available at: https://www.morgan-hill.ca.gov/737/Phase-II-General-Stormwater-Permit. Accessed April 2023.

[34] California Water Boards. *Central Coast Post-Construction Stormwater Requirements.* Available at: https://www.waterboards.ca.gov/centralcoast/water_issues/programs/stormwater/docs/lid/hydromod_lid_docs/2013_0032_attach1_post_construction_requirements.pdf. Accessed April 2023.

Impact Development (LID) treatment system such as biofiltration. In WMZ-1, the treatment system must retain 95 percent of the runoff from the project site and also maintain peak runoff flows such that they do not exceed pre-project flows.

Although a Stormwater Control Plan (SWCP) has not yet been prepared for the proposed project, preliminary stormwater control and treatment measures have been conceptually designed for the project. Two storm drain inlets would be installed in the proposed parking area which would capture stormwater from the impervious surfaces on-site. The proposed project would include the installation of storm drain lines which would transport flows into the two bioretention areas located north of the proposed restaurant building. From there, flows would be directed to the existing storm drain inlet located at the westernmost corner of the project site. All proposed stormwater treatment measures have been designed in accordance with the Santa Clara County Clean Water Program Technical Guidance Handbook.

The design, construction, operation, and maintenance of the proposed stormwater system would need to be addressed in a SWCP to be submitted to the City of Morgan Hill in accordance with the stormwater management requirements set forth in Chapter 18.140 of the City's Municipal Code. The SWCP would demonstrate how the stormwater system would meet the specified water quality, runoff retention, and peak flow management requirements. Prior to the issuance of building permits, the stormwater controls would be verified by the City of Morgan Hill to confirm design of the controls in accordance with the specified standards, and the controls would be subject to later operation and maintenance inspections by the property owner.

The final design of the proposed drainage system would be reviewed and approved by the City Engineer, who would ensure that the proposed drainage system complies with all applicable regional and local standards and requirements with respect to incorporating sufficient permanent stormwater treatment control BMPs. Therefore, water quality standards or waste discharge requirements would not be violated, and water quality would not be substantially degraded as a result of operations of the proposed project.

Conclusion

Based on the above discussions, the proposed project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality during construction and operations. Therefore, ***no impact*** would occur.

b,e. The City's water supplies currently consist entirely of groundwater. Approximately 25 percent of the City's supply is extracted from the Coyote Valley subarea of the Santa Clara Subbasin, and approximately 75 percent is extracted from the Llagas Subbasin. The project site is located within the Llagas Subbasin. Neither of the subbasins are in a condition of overdraft, and groundwater levels are not expected to drop.[35] It should be noted that water supply is further discussed in Section XIX, Utilities and Service Systems, of this Initial Study.

Groundwater within the Llagas Subbasin is managed by the SCVWD. The 2021 Groundwater Management Plan (GWMP), prepared pursuant to the Sustainable Groundwater Management Act of 2014, describes the SCVWD's comprehensive

[35] City of Morgan Hill. *Morgan Hill 2035 Draft Environmental Impact Report* [pg. 4.9-18]. January 2016.

groundwater management framework, including existing and potential actions to achieve basin sustainability goals and ensure continued sustainable groundwater management. The GWMP covers the Santa Clara and Llagas subbasins, located entirely in Santa Clara County and identified by the Department of Water Resources (DWR) as Basins 2-9.02 and 3-3.01, respectively. DWR identified the Santa Clara and Llagas subbasins as high-priority based on criteria that include overlying population, projected growth, number of wells, irrigation acreage, groundwater reliance, and groundwater impacts. However, neither subbasin has been identified as being critically overdrafted.[36]

Major recharge facilities within the Llagas Subbasin include the Uvas and Chesbro Reservoirs, in-stream recharge in Llagas and Uvas Creeks, the Madrone Channel, the San Pedro and Main Avenue groundwater recharge ponds, and the Uvas-Llagas pipeline, which is capable of diverting water from Uvas Reservoir to Llagas Creek. The project site is not located in the vicinity of any such facilities. In addition, the proposed stormwater drainage system would allow for a portion of the captured runoff to infiltrate underlying soils in a manner similar to what currently occurs on-site.

Given that groundwater levels within the subbasin underlying the project site are currently stable, and that the proposed project would provide for opportunities for on-site recharge, the project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the Llagas Subbasin. In addition, the project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. Thus, ***no impact*** would occur.

ci-iii. The project site consists of the demolition of the existing on-site building and subsequent development of a 5,028-sf Chick-fil-A restaurant with dual drive-thru lanes and outdoor patio seating. Because the project site is currently developed with impervious surfaces, buildout of the proposed project would not significantly alter the existing amount of on-site impervious surface. Stormwater runoff could cause soil erosion if not properly addressed and provide a more lucrative means of transport for pollutants to enter the waterways. However, as discussed above, the proposed stormwater system would treat and retain runoff from the project site and would be required to maintain peak runoff flows such that they do not exceed pre-project flows in accordance with the stormwater management requirements adopted by Resolution R3-2013-0032.

Stormwater runoff associated with the site would be required to comply with the City's SWMP standards. As such, the project would not significantly increase stormwater flows into the existing system. The final drainage system design for the project will be subject to review and approval by the City Engineer, who will confirm that the proposed drainage system for the project is consistent with the City's Storm Drainage Master Plan and standard stormwater-related conditions of approval. Therefore, the proposed project would not substantially alter the existing drainage pattern of the site or area in a manner that would result in substantial erosion, siltation, or flooding on- or off-site, 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. Thus, ***no impact*** would occur.

[36] Santa Clara Valley Water District. *2021 Groundwater Management Plan, Santa Clara and Llagas Subbasins* [pg. ES-1]. November 2021.

civ. According to FEMA Flood Insurance Rate Map number 06085C0444H, the project site is located within Zone X, which is not considered a Special Flood Hazard Area.[37] Therefore, the proposed project would not impede or redirect flood flows, and ***no impact*** would occur.

d. A discussion of flood hazards can be found above, under question 'civ.' A seiche is defined as a wave generated by rapid displacement of water within a reservoir or lake, due to an earthquake that triggers land movement within the water body or land sliding into or beneath the water body. The project site is not located near a water body that is susceptible to seiche hazard. In addition, the distance to the nearest coastline does not subject the site to tsunami hazards.

The project site is, however, located within the dam failure inundation hazard zone for Anderson Reservoir as indicated within the dam failure inundation hazard maps.[38] The dams in Santa Clara County are managed by the SCVWD. The dams are inspected twice each year and are continuously monitored for seepage and settling and inspected immediately following significant earthquakes. A seismic stability evaluation performed in 2007 for Anderson Dam indicated that the downstream and upstream embankments could become unstable during a very large magnitude earthquake and the rupture of faults underlying the dam may have adverse impact on the outlet pipes and intake structure. The SCVWD has initiated a capital project, the Anderson Dam Seismic Retrofit Project (ADSRP), to complete the planning, design, and construction of the seismic retrofit of the dam. Construction work for the ADSRP was planned to start in 2021, but is still in the planning phase.[39]

Until recently, in order to protect the public from potential effects until the ADSRP is complete, a storage restriction of approximately 45 feet below the dam crest has been put in place, with a reduced storage capacity of 61,810 acre-feet. The SCVWD and regulatory agencies (California Division of Safety of Dams and the Federal Energy Regulatory Commission) have approved the restriction and believe that the restriction would be sufficient to prevent the uncontrolled release of water in case of dam failure after a major earthquake. As of December 2020, Anderson Reservoir, the largest reservoir in Santa Clara County, has been completely drained under the direction of federal dam regulators.

Based on the above, the proposed project would not be exposed to substantial risks related to flooding as a result of the failure of a dam, tsunamis, or seiches. Therefore, the project would not result in the release of pollutants due to project inundation, and ***no impact*** would occur.

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[37] Federal Emergency Management Agency. *National Flood Hazard Layer FIRMette No. 06085C0444H.* Available at: https://msc.fema.gov/portal/search?AddressQuery=17090%20Peak%20Avenue%2C%20Morgan%20Hill%2C%20CA#searchresultsanchor. Accessed April 2023.

[38] Association of Bay Area Governments. *Dam Failure Inundation Hazard Map for Morgan Hill*. 1995. Available at: http://www.mhcert.com/prepare/dam_failure.shtml. Accessed April 2023.

[39] Santa Clara Valley Water District. *C1: Anderson Dam Seismic Retrofit.* Available at: https://www.valleywater.org/project-updates/2012-c1-anderson-dam-seismic-retrofit. Accessed June 2023.

XI. LAND USE AND PLANNING. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Physically divide an established community?	☐	☐	☐	✖
b. Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	✖

Discussion

a. A project risks dividing an established community if the project would introduce infrastructure or alter land use so as to change the land use conditions in the surrounding community, or isolate an existing land use. Currently, the project site consists of an unoccupied, single-story, 6,900-sf restaurant and an associated surface parking lot, and the site is generally surrounded by existing and planned development. The proposed project is consistent with the former use on the project site and, therefore, would not introduce a new land use, change the conditions in the surrounding community, or isolate an existing land use. Therefore, the proposed project would not physically divide an established community and ***no impact*** would occur.

b. The project site is designated Commercial within the City's General Plan and is zoned CG-PUD. The Commercial land use designation allows for a wide range of retail businesses, administrative and executive office uses, and professional services, either in stand-alone buildings or as part of shopping centers. Additionally, a drive-through facility is allowed within the CG-PUD district with approval of a Conditional Use Permit. Therefore, the proposed project would not conflict with the site's zoning or land use designation.

In addition, the proposed project would be consistent with other applicable policies and regulations adopted for the purpose of avoiding or mitigating environmental effects. For example, as discussed in Section IV, Biological Resources, of this Initial Study, the proposed project would comply with Section 12.32.030 of the City's Municipal Code regarding the removal of Ordinance Sized Trees. The project would not conflict with any applicable policies, regulations, or ordinances related to the protection of biological resources. Additionally, as discussed under Section XIII, Noise, of this Initial Study, the project would comply with the noise level thresholds established in the City's General Plan and Municipal Code during construction and operation. In addition, the proposed project would comply with Section 8.28.040.D of the City's Municipal Code, which limits the hours construction activities may occur.

Therefore, the proposed project would not cause a significant adverse environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect, and ***no impact*** would occur.

XII. MINERAL RESOURCES. *Would the project:*		Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	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?	☐	☐	☐	✖

Discussion

a,b. The City's General Plan does not identify any regionally or locally important mineral resources within the City of Morgan Hill. The Santa Clara County General Plan does identify mineral resources of importance; however, the project site is not located in proximity to the quarries currently in operation. Furthermore, mining is not allowed by the project site's land use and zoning designations, and mining would be incompatible with the surrounding uses. Consequently, the proposed project would not result in the loss of a known mineral resource that would be of value to the region nor would the project result in the loss of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. Therefore, ***no impact*** to mineral resources would occur as a result of the proposed project.

XIII. NOISE. *Would the project result in:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	✖
b. Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	✖
c. For a project located within the vicinity of a private airstrip or 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?	☐	☐	☐	✖

Discussion

a. The following section includes a discussion of noise standards and criteria applicable to various land uses, as well as potential traffic noise and non-transportation noise sources associated with the proposed project. The analysis below is based on the ENVA prepared for the proposed project by BAC (see Appendix C).[40] The following terms are referenced in this discussion:

- Decibel (dB): A unit of sound energy intensity. An A-weighted decibel (dBA) is a decibel corrected for the variation in frequency response to the typical human ear at commonly encountered noise levels. All references to dB in this discussion will be A-weighted unless noted otherwise.
- Day-Night Average Level (DNL): The average sound level over a 24-hour period, with a penalty of 10 dB applied to noise occurring during nighttime hours (10:00 PM to 7:00 AM).
- Community Noise Equivalent Level (CNEL): The average sound level over a 24-hour period, with a penalty of 5 dB applied to noise occurring during daytime hours (7:00 AM to 10:00 PM) and a penalty of 10 dB applied to noise occurring during nighttime hours (10:00 PM to 7:00 AM).
- Equivalent Sound Level (L_{eq}): The average sound level over a given time-period.
- Maximum Sound Level (L_{max}): The maximum sound level over a given time-period.

Sensitive Receptors

Noise-sensitive land uses are generally defined as locations where people reside or where the presence of unwanted sound could adversely affect the primary intended use of the land. Places where people live, sleep, recreate, worship, and study are considered to be sensitive to noise because intrusive noise can be disruptive to such activities. Within the project vicinity, and for the purposes of a CEQA evaluation, the nearest sensitive receptors are the medical offices located south of the project site and the future hotel planned immediately west of the project site.

[40] Bollard Acoustical Consultants, Inc. *Environmental Noise and Vibration Assessment: Chick-fil-A Restaurant*. May 1, 2023.

Existing Noise Environment

The ambient noise environment in the immediate project vicinity is defined by noise from traffic on Cochrane Road and Sutter Boulevard, as well as activities at nearby commercial uses. In order to quantify the existing ambient noise environment within the project vicinity, BAC conducted short-term ambient noise level measurements at two locations on February 14, 2023. The noise survey locations are shown in Figure 4, and are identified as Sites A and B. The ambient noise level survey results are summarized below in Table 4.

Table 4
Ambient Noise Survey Results

Survey Location[1]	Time Period	Average Measured Noise Levels (dBA)	
		L_{eq}	L_{max}
Site A	10:00 AM to 11:00 AM	58.0	93.6
	11:00 AM to 12:00 PM	58.3	93.9
	12:00 PM to 1:00 PM	58.2	93.8
Site B	10:00 AM to 11:00 AM	60.3	77.5
	11:00 AM to 12:00 PM	58.3	86.8
	12:00 PM to 1:00 PM	58.4	78.2

Notes:
[1] Noise survey site locations are shown in Figure 4.

Source: Bollard Acoustical Consultants, Inc. 2023.

City Noise Standards and Criteria

Chapter 9, Safety, Service, and Infrastructure, of the City's General Plan contains the following policies that would be applicable to the proposed project:

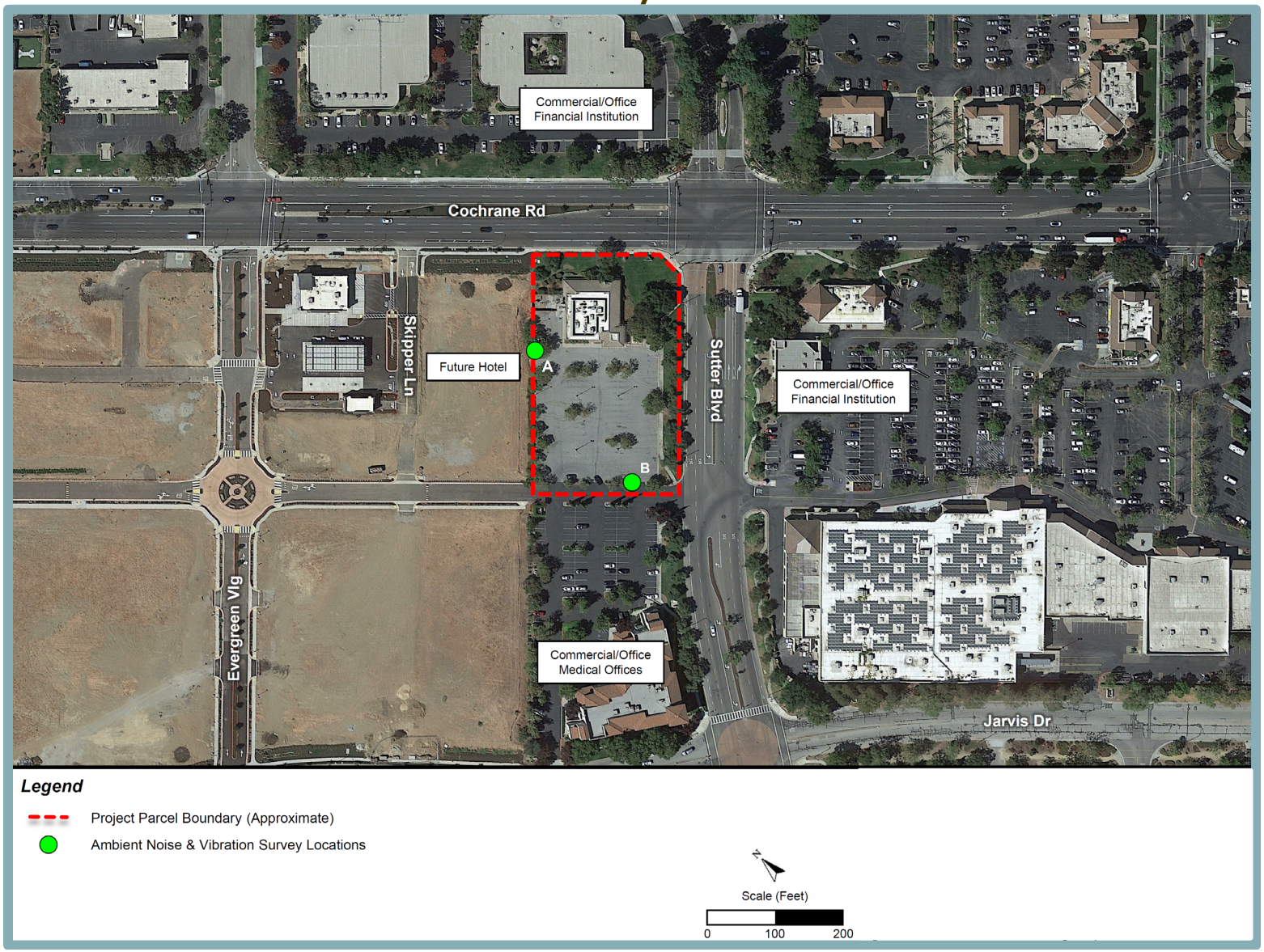
SSI-8.2 Impact Evaluation. The impact of a proposed development project on existing land uses should be evaluated in terms of the potential for adverse community response based on significant increase in existing noise levels, regardless of compatibility guidelines.

SSI-8.5 Traffic Noise Level Standards. Consider noise level increases resulting from traffic associated with new projects significant if: a) the noise level increase is 5 dBA L_{dn} or greater, with a future noise level of less than 60 dBA L_{dn}, or b) the noise level increase is 3 dBA L_{dn} or greater, with a future noise level of 60 dBA L_{dn} or greater.

SSI-8.6 Stationary Noise Level Standards. Consider noise levels produced by stationary noise sources associated with new projects significant if they substantially exceed existing ambient noise levels.

SSI-8.7 Other Noise Sources. Consider noise levels produced by other noise sources (such as ballfields) significant if an acoustical study demonstrates they would substantially exceed ambient noise levels.

Figure 4
Noise Survey Locations



SSI-8.9 Site Planning and Design. Require attention to site planning and design techniques other than sound walls to reduce noise impacts, including: a) installing earth berms, b) increasing the distance between the noise source and the receiver, c) using non-sensitive structures such as parking lots, utility areas, and garages to shield noise-sensitive areas, d) orienting buildings to shield outdoor spaces from the noise source, and e) minimizing the noise at its source.

In addition to the policies listed above, Section 18.76.090 (Noise) of the City's Municipal Code contains maximum noise levels for non-transportation noise sources. The City's quantitative exterior noise standards are reproduced below in Table 5. Importantly, this section of the Code states that noise standards in the below table (i.e., Table 18.76-1 of the Code) do not apply to noise generated by vehicle traffic in the public right-of-way or from temporary construction, demolition, and vehicles that enter and leave the site of the noise-generating use (e.g., construction equipment, trains, trucks).

Table 5
Noise Level Performance Standards

Receiving Land Use	Maximum Noise Level at Lot Line of Receiving Use[1,2]
Industrial and Wholesale	70 dBA
Commercial	65 dBA
Residential or Public/Quasi Public	60 dBA

Notes:
1 The standards presented herein are interpreted as being hourly average (L_{eq}) noise level standards.
2 The planning commission may allow an additional 5 dBA noise level at the lot line if the maximum noise level shown above cannot be achieved with reasonable and feasible mitigation.

Source: City of Morgan Hill Municipal Code.

Furthermore, Section 8.28.040.D of the Morgan Hill Municipal Code, limits construction activity noise as follows:

> "Construction activities" are defined as including but not limited to excavation, grading, paving, demolition, construction, alteration or repair of any building, site, street or highway, delivery or removal of construction material to a site, or movement of construction materials on a site. Construction activities are prohibited other than between the hours of seven a.m. and eight p.m., Monday through Friday and between the hours of nine a.m. to six p.m. on Saturday. Construction activities may not occur on Sundays or federal holidays. No third person, including but not limited to landowners, construction company owners, contractors, subcontractors, or employers, shall permit or allow any person working on construction activities which are under their ownership, control or direction to violate this provision.
>
> Construction activities may occur in the following cases without violation of this provision:
>
> a. In the event of urgent necessity in the interests of the public health and safety, and then only with a permit from the Building Official, which permit may be granted for a period of not to exceed three days or less while the emergency continues and which permit may be renewed for periods of three days or less while the emergency continues.
>
> b. If the Building Official determines that the public health and safety will not be impaired by the construction activities between the hours of eight p.m.

and seven a.m., and that loss or inconvenience would result to any party in interest, the Building Official may grant permission for such work to be done between the hours of eight p.m. and seven a.m. upon an application being made at the time the permit for the work is issued or during the progress of the work.

c. The city council finds that construction by the resident of a single residence does not have the same magnitude or frequency of noise impacts as a larger construction project. Therefore, the resident of a single residence may perform construction activities on that home during the hours in this subsection, as well as on Sundays and federal holidays from nine a.m. to six p.m., provided that such activities are limited to the improvement or maintenance undertaken by the resident on a personal basis.

d. Public Works projects are exempt from this section and the City Engineer shall determine the hours of construction for City public projects.

Project Construction Noise

During construction of the proposed project, heavy-duty equipment would be used for demolition, grading, excavation, paving, and building construction, which would result in temporary noise level increases while in operation. Noise levels would vary depending on the type of equipment used, how the equipment is operated, and how well the equipment is maintained. In addition, noise exposure at any single point outside the project site would vary depending on the proximity of construction activities to that point. Standard construction equipment, such as graders, backhoes, loaders, and haul trucks would be used on-site. The nearest sensitive receptors are the medical offices located south of the project site and the future hotel planned immediately west of the project site.

Table 6 shows the maximum noise levels associated with typical construction equipment.

Table 6
Construction Equipment Noise

Type of Equipment	Maximum Level, dB at 50 feet
Backhoe	78
Compactor	83
Compressor (air)	78
Dozer	82
Dump Truck	76
Excavator	81
Generator	81
Pneumatic Tools	85

Source: Federal Highway Administration, Roadway Construction Noise Model User's Guide, January 2006.

Based on the table, activities involved in typical construction would generate maximum noise levels up to 85 dB at a distance of 50 feet. The medical offices are located approximately 250 feet away from the project site and could be subject to construction noise levels up to 71 dB. The planned hotel would be located less than 50 feet to the west and, thus, could be exposed to noise levels greater than 85 dB.

As noted in Section 18.76.090 of the City's Municipal Code, the noise level performance standards set forth therein do not apply to noise generated by construction activities.

Additionally, Chapter 8.28 of the Morgan Hill Municipal Code 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.

Given the restrictions on construction hours, and the City's standard conditions of approval requiring the use of best available technology by construction contractors to minimize excessive noise from construction equipment, the project would not result in an impact related to a substantial temporary increase in noise generation during construction activities.

Project Operational Noise

The project consists of operation of a Chick-fil-A restaurant with drive-through services. The project proposes restaurant operations (including drive-through services) during the hours of 6:00 AM to 10:00 PM. In addition to increased traffic on nearby roadways, the primary noise sources associated with project on-site operations have been identified in the ENVA as parking lot movements, drive-through operations (vehicle passages and amplified menu speaker board), on-site vehicle circulation, outdoor patio noise (patrons conversing), delivery truck circulation and delivery activities, and mechanical equipment.

For noise generated by on-site operations, Section 18.76.090 of the Morgan Hill Municipal Code establishes a property line exterior noise level standard of 65 dB L_{eq} for commercial uses. Additionally, Policy SSI-8.4 of the Morgan Hill General Plan states that interior noise levels in office buildings should be maintained at 45 dB L_{eq}. Furthermore, General Plan Policy SSI-8.6 states that noise levels produced by stationary noise sources associated with new projects shall be considered significant if they substantially exceed existing ambient noise levels. However, Policy SSI-8.6 does not contain numeric increase significance criteria. In terms of determining the temporary noise increase due to project on-site operations and demolition/construction activities (non-transportation noise sources) at existing sensitive receptors in the vicinity, an impact would occur if such activities would noticeably increase ambient noise levels above background levels at existing sensitive receptors. The threshold of perception of the human ear is approximately 3 to 5 dB; a 5 dB change is considered to be clearly noticeable. For the following analysis of project on-site commercial operations and demolition/construction activity noise level increases at existing sensitive receptors, a noticeable increase in ambient noise levels is assumed to occur where such activities would result in an increase by 5 dB or more over existing ambient noise levels. Satisfaction of the City's noise level criteria at the closest commercial uses would ensure compliance with the City's noise level limits at commercial uses located farther away.

Analyses of each of the identified project noise sources at the future hotel to the west and the existing medical offices to the south are provided below.

Increased Traffic on Nearby Roadways

Operation of the proposed project would generate noise associated with increased traffic on nearby roadways. Pursuant to General Plan Policy SSI-8.5, noise level increases resulting from traffic associated with new projects are considered significant if: a) the noise level increase is 5 dBA day-night average sound level (L_{dn}) or greater, with a future noise level of less than 60 dB L_{dn}; or b) the noise level increase is 3 dB L_{dn} or greater, with a future noise level of 60 dB L_{dn} or greater.

As part of the ENVA, BAC evaluated existing and cumulative traffic noise levels in the project vicinity using traffic data provided by Hexagon Transportation Consultants, Inc. As shown in Table 8 and Table 10, respectively, of the ENVA, in both Existing Plus Project Conditions and Cumulative Plus Project Conditions, the greatest increase in traffic noise levels in the proximity of a sensitive receptor would be 0.1 dB. Therefore, the proposed project would not result in a traffic noise level increase of 3 dB or greater. In addition, vehicle trips generated by the proposed project are generally included in the estimate of buildout of the General Plan because the proposed project is consistent with the site's Commercial land use designation. Considering the anticipated change in transportation noise on adjacent roadways would not exceed the City's standards set forth in Policy SSI-8.5, traffic noise increases attributable to the project would be less than significant.

Parking Area Noise

As a means of determining potential noise exposure due to project parking lot activities, BAC utilized specific parking lot noise level measurements conducted by BAC. Specifically, a series of individual noise measurements were conducted of multiple vehicle types arriving and departing a parking area, including engines starting and stopping, car doors opening and closing, and persons conversing as they entered and exited the vehicles. The results of those measurements revealed that individual parking lot movements generated mean noise levels of approximately 70 dB mean sound exposure level (SEL) at a reference distance of 50 feet. Using the foregoing information, project parking activity noise exposure at the future hotel and existing medical offices was calculated; the results are presented below in Table 7.

Table 7
Predicted Parking Area Noise Levels at Adjacent Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]
Future Hotel	West	Property Line	54
Medical Offices	South	Property Line	45
		Building Façade	33

Notes:
1 Noise survey site locations are shown in Figure 4.
2 Number of parking stalls included in analysis: Future Hotel (15) and Existing Medical Offices (25).

Source: Bollard Acoustical Consultants, Inc. 2023.

As shown in Table 7, project parking area movements are predicted to satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the adjacent future and existing uses. In addition, given the predicted noise level at the building facade of the existing medical offices to the south shown in Table 7, and after consideration of the exterior to interior noise level reduction typically provided by standard building construction (e.g., 25 dB with windows closed and 15 dB with windows open), project parking area noise level exposure is expected to be well below the General Plan's interior noise level standard of 45 dB L_{eq} within the closest medical office buildings.

According to the ENVA, the parking-generated increase in ambient daytime noise levels would be less than 0.1 dB L_{eq} at the closest medical office buildings to the south. The calculated increase in ambient daytime noise levels indicated above would be well below the applied increase significance criterion of 5 dB. Therefore, impacts related to increased parking area noise generated by the proposed project would be less than significant.

Drive-Through Operations

The proposed project would include two drive-through lanes with two amplified menu speaker posts. In order to quantify the noise emissions of the proposed drive-through speaker usage, BAC utilized noise level measurements from the speaker manufacturer. BAC determined that the proposed speaker posts have the ability to incorporate automatic volume control (AVC), which adjusts outbound volume based on the ambient noise level environment. For example, assuming an outdoor ambient noise level of 45 dB, the speaker would adjust the volume of the system to 45 dB for a resulting overall sound level of 48 dB at a distance of four feet. Without the AVC option, the speaker reference noise level would be 72 dB at four feet. Based on data collected for similar drive-through operations, the ENVA determined that drive-through vehicle passages, including vehicle idling, have median and maximum noise levels of 60 dB L_{eq} at a distance of five feet. Using the foregoing information, data were projected from the proposed drive-through lanes and speaker posts to the future hotel and existing medical offices. The results of such projections, summarized in Table 8, below, include conservative predictions of project drive-through speaker noise levels (i.e., AVC option not enabled).

Table 8
Predicted Drive-Through Noise Levels at Adjacent Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]	
			Speakers[3]	Vehicles
Future Hotel	West	Property Line	44	37
Medical Offices	South	Property Line	34	50
		Building Façade	29	26

Notes:
1 Noise survey site locations are shown in Figure 4.
2 Combined noise level from two speakers in operation simultaneously (worst-case).
3 Predicted speaker noise level with AVC option not enabled.

Source: Bollard Acoustical Consultants, Inc. 2023.

As indicated in Table 8, above, project drive-through operations noise levels are predicted to satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the adjacent future and existing uses. It should be noted that activation of the drive-through speaker model's AVC option would further reduce speaker noise level exposure at adjacent uses. In addition, after consideration of the exterior to interior noise level reduction typically provided by standard building construction, project drive-through operations noise level exposure is expected to be well below the General Plan's interior noise level standard of 45 dB L_{eq} within the closest existing medical office buildings. Furthermore, the ENVA determined that drive-through related increases in ambient daytime noise levels would be less than 0.1 dB L_{eq} at the closest medical office buildings. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB. Therefore, impacts related to noise generated by the proposed drive-through operations would be less than significant.

On-Site Vehicle Circulation Noise

In order to quantify project on-site passenger vehicle circulation noise exposure, BAC utilized specific automobile passby noise level measurements, which indicate that individual passbys generate mean noise levels of approximately 70 dB SEL at a reference distance of 50 feet.

According to the ENVA, the project is estimated to generate up to 101 vehicle trips during an AM peak hour and as many as 201 vehicle trips during a PM peak hour. Based on a conservative 201 vehicle trips per hour, worst-case project on-site passenger vehicle circulation noise exposure at the future hotel and existing medical offices was calculated. The results are summarized below in Table 9. It is noted that the results presented in Table 9 conservatively assume that worst-case busy hour vehicle trip generation would all occur within the on-site drive lane located closest to the nearest adjacent commercial use. However, it is likely that on-site vehicle circulation would be more evenly distributed.

Table 9
Predicted On-Site Vehicle Circulation Noise Levels at Adjacent Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]
Future Hotel	West	Property Line	61
Medical Offices	South	Property Line	61
		Building Façade	46

Notes:
1 Noise survey site locations are shown in Figure 4.
2 Predicted noise levels are based on 201 vehicle trips during a given worst-case busy hour.

Source: Bollard Acoustical Consultants, Inc. 2023.

As indicated in Table 9, predicted worst-case project on-site vehicle circulation noise would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the future hotel and existing medical offices. Furthermore, the ENVA determined that increases in ambient daytime noise levels generated by on-site vehicle circulation would be 0.3 dB L_{eq} at the closest medical office buildings. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB. Therefore, impacts related to noise generated by on-site passenger vehicle circulation would be less than significant.

Outdoor Patio Noise

The proposed project would include a small outdoor patio which would be able to accommodate approximately 25 people at full capacity. In order to quantify outdoor patio area noise levels for the ENVA, BAC used reference file data for persons speaking in normal and raised voices. According the ENVA, a normal voice would be 57 dB per person at three feet and a raised voice would be 64 dB per person at three feet. Given the type of restaurant proposed, the ENVA assumed that patrons would generally occupy the patio area for a duration of approximately 15 to 30 minutes. However, the ENVA analysis conservatively assumed that patrons would occupy the patio area for a minimum of 30 minutes. Based on the foregoing information, and assuming full patio occupancy, outdoor seating area patron noise was projected at the future hotel and existing medical offices; the results of the analysis are present in Table 10, below.

As indicated in Table 10, predicted worst-case patio conversation noise levels would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the future hotel and existing medical offices. Furthermore, the ENVA determined that outdoor patio-related increases in ambient daytime noise levels would be less than 0.1 dB L_{eq} at the closest medical office buildings. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5

dB. Therefore, impacts related to patio conversation noise levels would be less than significant.

Table 10
Predicted Outdoor Patio Noise Levels at Adjacent Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]
Future Hotel	West	Property Line	40
Medical Offices	South	Property Line	40
		Building Façade	32

Notes:
1 Noise survey site locations are shown in Figure 4.
2 Predicted noise levels are based on 25 people conversing simultaneously (20 normal speaking voices and five raised voices).

Source: Bollard Acoustical Consultants, Inc. 2023.

Truck Delivery Noise

Deliveries of product to the proposed restaurant would likely occur at the front of the building with medium-duty trucks/vans. However, while preparing the ENVA, BAC conservatively assumed that the project would receive deliveries from heavy trucks. The primary noise sources associated with delivery activities are trucks stopping (air brakes), trucks backing into position (back-up alarms), and trucks pulling away from the unloading area (revving engines). The ENVA states that noise levels associated with truck deliveries are approximately 76 dB SEL at a distance of 100 feet. In order to calculate hourly average noise level exposure from truck deliveries, the ENVA assumes that the project would conservatively have one heavy truck and one medium duty truck delivery during the same worst-case busy hour. Based on the foregoing information, worst-case project truck delivery noise exposure at the future hotel and existing medical offices was calculated; the results of the analysis are present in Table 11, below.

Table 11
Predicted Truck Delivery Noise Levels at Adjacent Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]
Future Hotel	West	Property Line	43
Medical Offices	South	Property Line	43
		Building Façade	33

Notes:
1 Noise survey site locations are shown in Figure 4.
2 Predicted noise levels are based on one heavy truck and one medium truck delivery within the same hour.

Source: Bollard Acoustical Consultants, Inc. 2023.

As indicated in Table 11, predicted truck delivery noise levels would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the future hotel and existing medical offices. Furthermore, the ENVA determined that truck delivery-related increases in ambient daytime noise levels would be less than 0.1 dB L_{eq} at the closest medical office buildings. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB. Therefore, impacts related to truck delivery noise levels would be less than significant.

On-Site Truck Circulation Noise

As discussed above, although deliveries of product to the proposed restaurant would likely occur at the front of the building with medium-duty trucks/vans, while preparing the ENVA, BAC conservatively assumed that the project would receive deliveries from heavy trucks. On-site truck passbys are expected to be relatively brief and would occur at low speeds. The ENVA determined that single-event heavy and medium truck passby noise levels are approximately 83 and 76 dB SEL, respectively, at a reference distance of 50 feet. In order to calculate hourly average noise level exposure from truck circulation, the ENVA assumes that the project would conservatively have one heavy-duty truck and one medium-duty truck delivery during the same worst-case busy hour. Based on the foregoing information, worst-case project on-site truck circulation noise exposure at the future hotel and existing medical offices was calculated; the results of the analysis are presented in Table 12, below.

Table 12
Predicted On-Site Truck Circulation Noise Levels at Adjacent Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]
Future Hotel	West	Property Line	53
Medical Offices	South	Property Line	53
		Building Façade	33

Notes:
1 Noise survey site locations are shown in Figure 4.
2 Predicted noise levels are based on one heavy truck and one medium truck delivery within the same hour.

Source: Bollard Acoustical Consultants, Inc. 2023.

As indicated in Table 12, predicted on-site truck circulation noise levels would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the future hotel and existing medical offices. Furthermore, the ENVA determined that on-site truck circulation-related increases in ambient daytime noise levels would be less than 0.1 dB L_{eq} at the closest medical office buildings. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB. Therefore, impacts related to on-site truck circulation noise levels would be less than significant.

Mechanical Equipment Noise

In preparing the ENVA, BAC determined that HVAC requirements for the proposed project would most likely be met using packaged roof-mounted systems. BAC reference file data for HVAC systems indicate that a 12.5-ton packaged unit would be expected to generate an A-weighted sound power level of 85 dB. Using the foregoing information, project HVAC equipment noise exposure at the future hotel and existing medical offices was calculated; the results of the analysis are presented in Table 13, below.

As indicated in Table 13, predicted HVAC equipment noise levels associated with the proposed project would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the future hotel and existing medical offices. Furthermore, the ENVA determined that project HVAC equipment-related increases in ambient daytime noise levels would be less than 0.1 dB L_{eq} at the closest medical office buildings. The

calculated 0.1 dB L_{eq} increase in ambient daytime noise levels is well below the applied increase significance criterion of 5 dB. Therefore, impacts related to project HVAC equipment noise levels would be less than significant.

Table 13
Predicted HVAC Equipment Noise Levels at Adjacent Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)
Future Hotel	West	Property Line	45
Medical Offices	South	Property Line	41
		Building Façade	33

Notes:
[1] Noise survey site locations are shown in Figure 4.

Source: Bollard Acoustical Consultants, Inc. 2023.

Combined On-Site Operational Noise

The calculated combined noise levels from all foregoing analyzed on-site operations at the adjacent future hotel and existing medical offices are presented in Table 14, below. It should be noted that due to the logarithmic nature of the decibel scale, the sum of two noise values which differ by 10 dB equates to an overall increase in noise levels of 0.4 dB. When the noise sources are equivalent, the sum would result in an overall increase in noise levels of 3 dB.

As indicated in Table 14, calculated combined noise level exposure from project operations would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the future hotel and existing medical offices. Furthermore, the ENVA determined that combined project-related increases in ambient daytime noise levels would be 0.3 dB L_{eq} at the closest medical office buildings. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB. Therefore, impacts related to combined noise level exposure from project operations would be less than significant.

Conclusion

Based on the above, implementation of the proposed project would not result in the generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the City's General Plan and the Municipal Code. Therefore, ***no impact*** would occur.

b. Similar to noise, vibration involves a source, a transmission path, and a receiver. However, noise is generally considered to be pressure waves transmitted through air, whereas vibration usually consists of the excitation of a structure or surface. As with noise, vibration consists of an amplitude and frequency.

A person's perception to the vibration depends on their individual sensitivity to vibration, as well as the amplitude and frequency of the source and the response of the system which is vibrating. Vibration is measured in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration in terms of the velocity in decibels in root-mean-square (VdB, RMS).

Table 14
Combined On-Site Noise Levels at Adjacent Uses

Receiver[1]	Direction	Parking	Drive-Through[2]		On-Site Vehicle Circulation[2]	Outdoor Patio[2]	On-Site Truck Circulation[2]	Truck Deliveries[2]	HVAC[2]	Combined L_{eq} (dB)[3]
			Speakers	Vehicles						
Future Hotel	West	54	44	37	61	40	53	43	45	62
Medical Offices	South	45	34	50	61	40	53	43	41	62
		33	29	26	46	32	33	33	33	47

Notes:
[1] Noise survey site locations are shown in Figure 4.
[2] Predicted exterior noise levels, L_{eq} (dB).
[3] Calculated combined noise levels are based on the predicted noise levels presented in the analysis above.

Source: Bollard Acoustical Consultants, Inc. 2023.

During project demolition and construction, heavy equipment would be used for grading, excavation, paving, and building construction, which would generate localized vibration in the immediate vicinity of construction. According to the ENVA, the nearest existing structures to the project site have been identified as relatively newer engineered commercial buildings, and, thus, are not highly susceptible to damage by vibration.

Table 15 shows the typical vibration levels produced by construction equipment at 25 feet, as well as projected equipment vibration levels at the future hotel and existing medical offices.

Table 15
Vibration Levels for Various Construction Equipment

Type of Equipment	Maximum Vibration at 25 feet, VdB (rms)	Medical Offices	Future Hotel
Vibratory Roller	94	60	73
Hoe Ram	87	<55	63
Large bulldozer	87	<55	63
Caisson drilling	87	<55	63
Loaded trucks	86	<55	62
Jackhammer	79	<55	58
Small bulldozer	58	<55	<55

Source: 2018 Federal Transit Administration Transit Noise and Vibration Impact Assessment Manual and BAC calculations.

Based on the data presented in Table 15, vibration levels generated from on-site demolition/construction activities are predicted to be below the applicable threshold for damage to engineered structures. Demolition/construction-related vibration levels at the nearest medical office buildings are predicted to be below the 65 VdB threshold of human perception. Although the existing medical buildings to the south of the project may contain equipment sensitive to vibration, the ENVA determined that predicted demolition/construction-related vibration levels at the closest medical building would be below the applicable threshold for buildings where vibration would interfere with interior operations/equipment.

It should be noted that an analysis of project-generated vibration levels was also conducted at the future off-site hotel building located west of the site in the event the structure is completed and operational before project construction activities commence. As indicated in Table 15, construction-related vibration levels are predicted to be below levels considered to be annoying (75 VdB) at the future hotel building. Therefore, on-site construction within the project area is not expected to result in excessive groundborne vibration levels at nearby off-site structures.

Based on the above, the proposed project would not expose people to or generate excessive groundborne vibration or groundborne noise levels, and ***no impact*** would occur.

c. The public airport nearest to the project site is the San Martin Airport, which is located approximately 5.5 miles southeast of the project site at 13030 Murphy Avenue. The project site is located well outside of the Airport Influence Area identified in the South County

Airport Comprehensive Land Use Plan.[41] In addition, the project site is not located within the vicinity of a private airstrip. Therefore, the proposed project would not expose people residing or working in the project area to excessive noise levels associated with air traffic, and ***no impact*** would occur.

[41] Santa Clara County. *Comprehensive Land Use Plan, Santa Clara County, South County Airport.* Amended November 16, 2016.

XIV. POPULATION AND HOUSING. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure)?	☐	☐	☐	✖
b. Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	✖

Discussion

a. The project site does not contain any existing residential development, nor would the proposed project result in the addition of residential development to the site. As such, buildout of the proposed project would not induce population growth. The primary consideration regarding increased growth is not the growth itself, but the effects of such growth on the City's infrastructure systems, with the key inquiry being whether the systems would become overburdened as a result of the additional demand created by the project. As discussed in Section XIX, Utilities and Service Systems, of this Initial Study, adequate utility infrastructure would be available to support the proposed project. Thus, the proposed project would not induce substantial unplanned population growth in an area, either directly or indirectly, and ***no impact*** would occur.

b. The proposed project would not require the demolition of any existing residential units. As such, the proposed project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere, and ***no impact*** would occur.

XV. PUBLIC SERVICES.

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:	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Fire protection?	☐	☐	☐	✖
b. Police protection?	☐	☐	☐	✖
c. Schools?	☐	☐	☐	✖
d. Parks?	☐	☐	☐	✖
e. Other Public Facilities?	☐	☐	☐	✖

Discussion

a-e. The City of Morgan Hill contracts with California Department of Forestry and Fire Protection (CAL FIRE) for fire protection services. The nearest fire station to the project site (El Toro Station) is located approximately 1.6 miles to the southwest. Although the City has not adopted response time standards or goals related to fire suppression, CAL FIRE is held to a seven minute, 59 second response time standard based on the 911 Emergency Medical Services Provider Agreement between the City of Morgan Hill and the County of Santa Clara Emergency Medical Services Agency.[42] The incremental increase in demand for fire protection associated with the proposed project would not necessitate new or physically altered fire protection facilities and would not be substantial enough such that the current response times could not be maintained. In addition, the proposed building would include a fire sprinkler system which would decrease the likelihood of fire-related incidents to occur at the site.

The project site is also located in close proximity to the Morgan Hill Police Department, which is located at 16200 Vineyard Boulevard, approximately 3.5 miles south of the site. Thus, police response times would be comparable to nearby existing developments.

With respect to schools and recreational facilities, given that the project would be a commercial use, the proposed project would not increase the demand for public schools, parks, or libraries in the area.

Because the project is an allowable use under the site's General Plan land use designation, buildout of the site has been evaluated in the City's General Plan EIR and assumed in City planning efforts. Thus, the associated increase in demand for public services has already been anticipated and planned for by the City. Furthermore, the proposed project would be subject to payment of development impact fees, which are used to help pay for infrastructure, including fire facilities, police facilities, and other public facilities needed to support new development within the City.

Based on the above, the proposed project would have ***no impact*** with respect to creating adverse physical environmental impacts associated with the provision of new or physically altered governmental facilities in order to maintain acceptable service ratios, response times or other performance objectives for fire protection, police protection, schools, and other public facilities.

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[42] Dwight Good, Assistant Chief Cooperative Fire Protection, Morgan Hill Fire Department. Personal communication [phone] with Nick Pappani, Vice President, Raney Planning and Management, Inc. June 1, 2021.

XVI. RECREATION. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	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?	☐	☐	☐	✖

Discussion

a,b. The proposed project would include the development of a drive-through restaurant. The proposed project would not result in population growth that could result in increased use of existing recreational facilities, nor would the proposed project include or require construction or expansion of recreational facilities. Thus, ***no impact*** would occur related to recreational resources.

XVII. TRANSPORTATION. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities?	☐	☐	☐	✖
b. Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?	☐	☐	☐	✖
c. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	✖
d. Result in inadequate emergency access?	☐	☐	☐	✖

Discussion

a. 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 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 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."

Please refer to Question 'b' for a discussion of VMT.

Transit, Bicycle, and Pedestrian Facilities

Bus service in the City of Morgan Hill is provided by the Santa Clara VTA, which operates local bus service with regional connections to destinations north and south of Morgan Hill. The nearest bus stop to the project site is located less than 200 feet north of the project site at the intersection of Cochrane Road and Sutter Boulevard. Because the proposed project would only slightly increase transit riders, the demands of the proposed project could be accommodated by the existing transit facilities. Therefore, the proposed project would not conflict with a program, plan, ordinance, or policy related to the City's transit facilities.

In the project vicinity, bike lanes are located along both sides of Cochrane Road and Sutter Boulevard. Due to the nature of the proposed project, the project is not expected to generate a significant amount of bicycle trips. Therefore, the demand generated by the proposed project could be accommodated by the existing bicycle facilities in the vicinity of the project site. Thus, the proposed project would not conflict with a program, plan, ordinance, or policy related to the City's bicycle facilities.

Currently, sidewalks are located along each side of both Cochrane Road and Sutter Boulevard. Sidewalks along roadways within the in-construction Evergreen Village are currently missing, but will be constructed concurrently with the Village. Crosswalks with protected crossing phases are provided along all four legs of the intersection of Cochrane Road and Sutter Boulevard, and another crosswalk is provided at the intersection of Sutter Boulevard and Jarvis Drive, south of the project site.

As part of the proposed project, the existing sidewalks along the Cochrane Road and Sutter Boulevard project frontages would be reconstructed. New ADA-compliant curb ramps would be installed at the southwest corner of the intersection of Cochrane Road and Sutter Boulevard, at the northwest corner of the intersection of Sutter Boulevard and Cochrane Plaza, as well as along the proposed project driveways and at on-site pedestrian crossings across drive-through lanes. In addition, a new sidewalk would be constructed along the easement drive to the south of the project site, providing a continuous pedestrian route between Sutter Boulevard and the future Evergreen Village.

Overall, the existing and proposed pedestrian infrastructure would provide adequate connection and circulation in the project vicinity. Therefore, the proposed project would not conflict with existing transit, bicycle, or pedestrian facilities.

Conclusion

Based on the above, ***no impact*** would occur related to conflicting with a program, plan, ordinance, or policy addressing the circulation system, including transit, bicycle, and pedestrian facilities.

b. Section 15064.3 of the CEQA Guidelines provides specific considerations for evaluating a project's transportation impacts. Pursuant to Section 15064.3, analysis of VMT attributable to a project is the most appropriate measure of transportation impacts, with other relevant considerations consisting of the effects of the project on transit and non-motorized travel. VMT is the total miles of travel by personal motorized vehicles a project is expected to generate in a day. VMT measures the full distance of personal motorized vehicle-trips, with one end within the project site. Typically, development projects that are farther from other, complementary land uses (such as a business park far from housing) and in areas without transit or active transportation infrastructure (bike lanes, sidewalks, etc.) generate more driving than development near complementary land uses with more robust transportation options. Therefore, development projects located in a central business district with high density and diversity of complementary land uses and frequent transit services are expected to internalize trips and generate shorter and fewer vehicle trips than developments located in a suburban area with low density of residential developments and no transit service in the project vicinity.

To adhere to the state's legislation, the City is currently developing the framework for new transportation policies based on the implementation of VMT as the primary measure of transportation impacts for CEQA purposes. The new policies will replace the City's current transportation policies that are based on LOS. However, as the City has not formally adopted City-specific VMT policies, the VMT assessment for the proposed project incorporated methodology and impact thresholds recommended in the OPR *Technical Advisory on Evaluating Transportation Impacts in CEQA* (*Technical Advisory*). A VMT Assessment was prepared for the proposed project by Hexagon Transportation

Consultants, Inc. in order to assess VMT-related impacts of the proposed project (see Appendix D).[43]

The OPR provides screening threshold recommendations that are intended to identify when a project can be determined to cause a less-than-significant impact without conducting a detailed VMT evaluation. The OPR screening threshold recommendations are based on project size, maps, transit availability, and provision of affordable housing. One such recommendation is that 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. However, the guidelines for the evaluation of VMT for development projects is limited to general land use categories such as residential, office, industrial, and retail. Therefore, the assessment of VMT for the proposed fast-food restaurant required a conversion to an equivalent amount of one of the general land uses that has similar trip generating and trip origin/destination characteristics. The number and origination/destination of daily trips and resulting VMT generated by the proposed fast-food restaurant available within the City would be similar to that of local-serving retail since there is not another Chick-fil-A restaurant located within the City. As such, the proposed project would provide service to City residents that does not exist today. Therefore, the proposed fast-food restaurant was converted to an equivalent amount of local-serving retail space based on a comparison of estimated daily trips using Institute of Transportation Engineers (ITE) trip rates for the proposed fast-food restaurant and typical retail uses.

The VMT Assessment estimated site-generated vehicular traffic for the proposed project by using trip generation rates that were determined based on vehicular counts at three existing Chick-fil-A restaurants with two drive-through lanes and with comparable square footage as the proposed project. Daily trip generation was estimated based on the surveyed peak-hour trips and the ratio of peak-hour trips to daily trips for a fast-food restaurant with drive-through window (Land Use 934) published in the ITE *Trip Generation Manual, 11th Edition*. The results of each survey were used to calculate average trip rates. Using these average rates, the proposed project is estimated to produce 1,822 daily vehicle trips prior to any trip reductions.

Fast-food restaurants with drive-through windows attract a substantial number of pass-by trips, which are trips made by drivers who already pass by the project site on an adjacent street en-route to another destination, such as a trip from work to home. In contrast, primary (non-pass-by) trips are new trips made for the sole purpose of visiting the project site. Thus, pass-by trips are not considered new trips that are generated by the project site. However, the attraction of pass-by trips does result in a reassignment of existing traffic passing-by the project site on adjacent streets at site driveways and intersections immediately adjacent to the project site. Surveys of fast-food restaurants with a drive-through window at various sites around the country exhibited an average pass-by rate of 50 percent during the PM peak hour. Therefore, a 55 percent reduction was assumed for the estimated daily trips. After subtracting pass-by trips, the project is expected to generate 911 primary vehicle trips per day.

The proposed project consists of a 5,028-sf drive-through restaurant. Because the OPR screening criteria are not directly applicable to such uses, the VMT Assessment converted the proposed project to an equivalent amount of retail/commercial use. The results of the

[43] Hexagon Transportation Consultants, Inc. *VMT Assessment for the Proposed 18599 Sutter Boulevard Chick-Fil-A in Morgan Hill, California*. April 24, 2023.

conversion of the proposed fast-food restaurant to an equivalent amount of retail/commercial space, indicate that the proposed fast-food restaurant would generate net new daily trips equivalent to that of an approximately 22,500-sf retail development. If pass-by reduction is not applied, the proposed project would generate daily trips equivalent to that of an approximately 49,500-sf retail development.

Because the proposed project's converted retail size, with or without pass-by reductions, would be less than 50,000 sf, the proposed project may be presumed to be a local-serving facility and would therefore have a less-than-significant impact on VMT. The OPR guidelines suggest that by adding retail opportunities into the urban fabric and thereby improving retail destination proximity, local-serving retail development tends to shorten trips and reduce VMT. Chick-fil-A, in particular, does not have a significant presence in the Southern Santa Clara Valley region, with restaurants in South San Jose and Salinas being the closest to Morgan Hill. The proposed new Morgan Hill location would provide a proximate location for City residents to a Chick-fil-A restaurant, thus resulting in shorter trips and subsequent reduction in VMT generated by Morgan Hill residents for the purpose of visiting a Chick-fil-A location. Moreover, the trip generation estimates assume a significant number of trips will be pass-by trips, which are based on pass-by rates derived from the ITE *Trip Generation Manual, 11th Edition*. As discussed above, pass-by trips are not considered new trips and merely result in a reassignment of existing through traffic (i.e., along Cochrane Road and Sutter Boulevard) at site driveways and intersections immediately adjacent to the project site. Such pass-by trips are already accounted for in the baseline VMT and are not new VMT generated by the proposed project. Therefore, the proposed project can be presumed to be a local-serving facility and, as such, would not have a significant impact related to VMT.

Based on the above, the proposed project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3(b), and ***no impact*** would occur.

c,d. As part of the Trip Generation and Operations Analysis prepared for the proposed project, Hexagon Transportation Consultants, Inc. evaluated site access and geometric design.[44] Primary vehicular access to the project site would be provided by an existing full-access driveway in the southern corner of the project site which connects to Sutter Boulevard. The driveway along Sutter Boulevard currently serves the project site and an existing commercial/office use located southeast of the project site by way of a shared easement drive aisle. It is noted that the shared easement drive aisle also provides vehicular access to the future Evergreen Village Project west of the site. A secondary ingress-only access point is proposed along Cochrane Road. An existing landscaped median along Cochrane Road would prohibit inbound and outbound left-turns to and from the project driveway.

The City's Design Standards specify a minimum driveway width of 16 feet and a maximum driveway width of 36 feet for commercial uses. The ingress-only Cochrane Road project driveway would be 22 feet wide, and, thus, would meet City standards. The proposed 35-foot wide two-way access point along the southern project frontage would fall within the acceptable range of standard driveway widths. However, the access point is along a shared easement and is not subject to the City's standard driveway requirements.

[44] Hexagon Transportation Consultants, Inc. *Subject: Trip Generation and Operations Analysis for the Proposed 18599 Sutter Boulevard Chick-Fil-A in Morgan Hill, California.* June 23, 2023.

Implementation of the proposed project would not result in any modifications to the City's existing roadway system, and would provide adequate access to the site for emergency vehicles. Emergency vehicles would use the primary access driveway to enter the site, and could pull into the parking areas located on-site.

The proposed drive-through lanes would be compliant with the City's standard requirements for drive-through facilities, as established in Chapter 18.92.040 of the City's Code of Ordinances. The proposed drive-through would be comprised of two lanes, with each lane having its own ordering point. During non-peak periods, customers would merge into a single lane as they proceed past the ordering canopy towards the pick-up window. During peak demand periods, customers would remain in two-lane configuration as staff members are deployed to deliver food to customers in the outside lane. When needed, the outside lane would also be used as a by-pass lane to prioritize customers with smaller orders through the drive-through sequence. Each lane would be 10 feet wide and would have their own entrance and exit points. The lanes would be separated by pavement markings and removable bollards. Each lane would have a maximum capacity of approximately 24 vehicles per lane, assuming 20 feet per car and full utilization of each lane.

As part of the Trip Generation and Operations Analysis prepared for the proposed project, Hexagon Transportation Consultants, Inc. observed vehicle queues at three existing Chick-fil-A restaurants with two drive-through lanes during the weekday AM and PM peak-hours, as well as the Saturday lunchtime period, to confirm that the proposed drive-through storage would be sufficient to meet demand. The maximum queue observed during weekdays was a total of 29 vehicles across two drive-through lanes during the PM peak-hour, while the maximum queue observed during the Saturday lunchtime period was 38 vehicles. As such, the proposed drive-through, which would have a total capacity for up to 48 vehicles, is anticipated to have adequate capacity to accommodate expected queues during peak hours.

Based on the observed drive-through queues, vehicle queues are unlikely to exceed the planned drive-through capacity, and are not expected to spill over into Sutter Boulevard or Cochrane Road. However, as a Condition of Approval, the proposed project would be required to prepare a Drive-Through Queue Management Plan that can be implemented during abnormally high demand periods to ensure that circulation within the on-site parking lot and on adjacent drive aisles would not be negatively affected by drive-through operations. The Drive-Through Queue Management Plan could include, but would not be limited to, measures used at other Chick-fil-A locations, including:

- Having staff members monitor the drive-through queues and direct traffic as necessary if queues extend beyond the drive-through lanes;
- Implementing face-to-face ordering through an iPad ordering system during peak periods; or
- Using the secondary drive-through lane as a by-pass lane to expedite service for customers with smaller orders.

Implementation of the foregoing Drive-Through Queue Management Plan would ensure that operations of the proposed drive-through would not result in an adverse impact.

Based on the above, the proposed project would not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment), and would not result in inadequate emergency access. Therefore, ***no impact*** would occur.

XVIII. TRIBAL CULTURAL RESOURCES.

Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American Tribe, and that is:	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k).	☐	☐	☐	✖
b. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☐	✖

Discussion

a,b. As discussed in Section V, Cultural Resources, of this Initial Study, the existing on-site structure does not meet the criteria to be eligible for listing in the California Register of Historical Resources, or a local register of historical resources as defined in PRC Section 5020.1(k), and the site does not contain known resources that could be considered historic pursuant to the criteria set forth in subdivision (c) of PRC Section 5024.1. Furthermore, due to the highly disturbed and previously developed nature of the project site, tribal cultural resources are unlikely to occur on-site. However, compliance with Section 18.60.090 of the City's Municipal Code would ensure that the proper measures are taken should tribal cultural resources be discovered within the project site.

Given compliance with the City's standard conditions of approval related to cultural resource discovery, ***no impact*** to tribal cultural resources would occur.

XIX. UTILITIES AND SERVICE SYSTEMS. *Would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Require or result in the relocation or construction of new or expanded water, wastewater treatment, or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☐	✖
b. Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years?	☐	☐	☐	✖
c. 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?	☐	☐	☐	✖
d. Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☐	✖
e. Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	☐	☐	☐	✖

Discussion

a-c. Brief discussions of the water, wastewater, stormwater drainage, electrical, and telecommunications facilities that would serve the proposed project are included below.

Water

The City of Morgan Hill provides potable water service to its residential, commercial, industrial, and institutional customers within the City limits. The City's water system facilities include 17 groundwater wells, 10 reservoir sites, nine pumping stations, and 165 miles of pressured pipes ranging from two to 14 inches in diameter. The City has planned and constructed water projects in conjunction with new street construction in anticipation of future growth and water needs.

According to the City's Urban Water Management Plan (UWMP), the City's projected water supply far exceeds the water demand for normal, single-dry, and multiple-dry years until at least 2045.[45] For example, Table 7-2 of the UWMP indicates that, under a 2045 multiple-dry year scenario, Morgan Hill would have a 22,810 acre-feet water surplus by the third dry year. According to the City's UWMP, in 2020 domestic water use totaled approximately 7,808 acre-feet (AF), only 730 AF of which was supplied to commercial, institutional, and industrial uses within the City. As such, commercial uses represent a small fraction of the overall water demand. In addition, the proposed project is generally consistent with the project site's General Plan land use and zoning designation; thus, the increase in water demand associated with the proposed project has been anticipated in the City's UWMP projections. Furthermore, the water demand of the proposed project would be similar to the demand of the restaurant that formerly occupied the project site,

[45] City of Morgan Hill. *2020 Urban Water Management Plan* [pg. 7-4 to 7-7]. October 2021.

and the proposed project would connect to the existing water supply infrastructure in the project vicinity.

The increase in water demand associated with implementation of the proposed project could be accommodated by the City's existing water supplies, even after three consecutive dry years in the year 2045, as identified in the UWMP. Therefore, the proposed project would not require or result in the construction of new water treatment facilities or expansion of existing facilities, and sufficient water supplies would be available to serve the project from existing entitlements and resources.

Wastewater

The City of Morgan Hill sewer collection system consists of approximately 160 miles of gravity sewers, over 3,000 manholes, nearly three miles of force mains, and 14 lift stations. The sewer lines range in size from four inches to 30 inches in diameter and the piping system includes 26 siphons. The City's collection system directs wastewater to the South County Regional Wastewater Authority (SCRWA) Wastewater Treatment Facility (WWTF) located in southern Gilroy. SCRWA is a joint powers authority formed by the cities of Morgan Hill and Gilroy to collectively treat the wastewater of both cities.[46] The City of Morgan Hill has an allocation of 3.56 million gallons per day (MGD) from the WWTF. The average dry weather flow from the City of Morgan Hill was approximately 2.7 MGD in 2015.[47]

As discussed above, because the proposed project would be generally consistent with the General Plan land use and zoning designation for the project site, the wastewater demands of the project site were anticipated in the General Plan EIR. In addition, the wastewater demand of the proposed project would be similar to the demand of the restaurant that formerly occupied the project site, and the proposed project would connect to the existing wastewater infrastructure in the project vicinity.

In addition, because the General Plan EIR determined that the WWTF would be required to be expanded in order to accommodate buildout of the General Plan, the SCRW is planning to fund, design, and construct expansion of the WWTF beyond its current wastewater treatment capacity of 8.5 MGD. The General Plan EIR determined that, after expansion of the treatment plant, wastewater generated by General Plan buildout, including the project site, would not exceed the expanded permitted treatment capacity of the SCRWA WWTF facility.

Based on the above, the incremental increase in wastewater generation associated with the development of the proposed project would not require the construction of new or expansion of existing wastewater treatment facilities, as capacity is already sufficient to serve the proposed project.

Stormwater

Issues related to stormwater infrastructure are discussed in Section X, Hydrology and Water Quality, of this Initial Study. As noted therein, the proposed project would not significantly increase stormwater flows into the City's existing system. The final drainage system design for the project will be subject to review and approval by the City Engineer

[46] City of Morgan Hill. *City Council Staff Report 2163, Accept Report Regarding Wastewater System Needs and Rate Study Schedule.* February 6, 2019.
[47] City of Morgan Hill. *2035 General Plan Draft Environmental Impact Report*. January 2016.

to confirm that the proposed drainage system for the project is consistent with the City's Storm Drainage Master Plan and standard stormwater-related conditions of approval. Therefore, the proposed project would not require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

Electricity, Natural Gas, and Telecommunications

Electricity service for the proposed project would be Pacific Gas & Electric. The proposed project would not use natural gas, as natural gas is prohibited in all new construction effective March 1, 2020, pursuant to City Ordinance No. 2306. The proposed project would be able to connect to the electricity infrastructure that already serves the site. Therefore, the project would not require major upgrades to, or extension of, existing infrastructure.

Conclusion

Based on the above, the increase in water demand, wastewater generation, and stormwater drainage associated with the proposed project could be adequately accommodated by existing facilities. In addition, the project is located within an urbanized area and would not require major expansion or extension of existing water, wastewater, electrical, or telecommunications facilities in the project area.

Therefore, the proposed project would not require or result in the relocation or construction of new or expanded water, wastewater treatment, stormwater, electric power, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects. Sufficient water supplies would be available to serve the project and reasonably foreseeable future development during normal, dry, and multiple dry years. Furthermore, adequate wastewater capacity would be available to serve the project's projected demand. Thus, ***no impact*** would occur.

d,e. Recology South Valley provides solid waste and recycling services to the businesses and residents of the cities of Morgan Hill and Gilroy. Recology South Valley has contracted with the Monterey Regional Waste Management District to provide solid waste disposal services at the Monterey Peninsula Landfill and Materials Recovery Facility for the waste collected by Recology.[48] Pursuant to the Landfill's current Solid Waste Facility Permit, the Landfill has a maximum permitted tonnage limit of 3,500 tons per day and a design capacity of 49,700,000 cubic yards.[49] Considering the relatively small scale of the proposed project, and because the project is consistent with the type of development that has been planned for the project site, the proposed project would not produce enough solid waste for the landfill to exceed capacity. As such, sufficient permitted capacity exists at the Monterey Peninsula Landfill and Materials Recovery Facility to accommodate the proposed project's incremental increase in solid waste disposal needs. Furthermore, the proposed project would comply with applicable federal, State, and local statutes and regulations related to solid waste. For example, during project demolition and construction, as required by CBSC Section 4.408, the proposed project would be required to submit a Waste Management Plan to the City detailing on-site sorting of demolition and construction debris. Implementation of the Waste Management Plan would ensure that

[48] Andi Borowski, Environmental Services Assistant, Morgan Hill Environmental Services Department. Personal communication [email] with Jesse Fahrney, Associate, Raney Planning and Management, Inc. July 26, 2022.

[49] California Department of Resources Recycling and Recovery (CalRecycle). *Facility/Site Summary Details: Monterey Peninsula Landfill (27-AA-0010)*. Available at: https://www2.calrecycle.ca.gov/SolidWaste/SiteActivity/Details/2642?siteID=1976. Accessed April 2023.

the proposed project meets established diversion requirements for reused or recycled construction waste.

Based on the above, the proposed project would have ***no impact*** related to solid waste.

XX. WILDFIRE. *If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:*	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	✖
b. Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	✖
c. Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	✖
d. Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	✖

Discussion

a-d. The City's Wildland Urban Interface map indicates that the project site is not located in a High or Very High FHSZ.[50] Furthermore, CAL FIRE's Fire and Resource Assessment program indicates that the project site is not located in a High or Very High FHSZ.[51] The nearest Very High FHSZ is located approximately 0.75-mile to the west. The proposed project would be required to comply with all applicable requirements of the California Fire Code (CFC), as adopted by Chapter 15.44 of the City's Municipal Code, including installation of fire sprinkler systems. In addition, the CBSC includes requirements related to fire hazards for new buildings. In compliance with the CBSC (specifically Section 903.2.11.5), an automatic sprinkler system shall be installed in commercial kitchen exhaust hood and duct systems. Such features would help to reduce the spread of fire.

As noted in Section IX, implementation of the proposed project would not interfere with potential evacuation or response routes used by emergency response teams. The project would not conflict with the City's Emergency Operations Plan.[52] In addition, the proposed project would not include any development on, or at the base of, a substantial slope. Thus, implementation of the proposed project would not exacerbate any existing conditions or hazards related to downslope flooding or landslides, slope instability, or drainage changes. Therefore, the project area does not include any existing features that would substantially increase fire risk for future residents.

Given that the project site is located within a developed urban area and is situated adjacent to existing roads, water lines, and other utilities, the proposed project would not require the development of additional infrastructure, and, thus, would not result in substantial fire risks related to installation or maintenance of such infrastructure. Therefore, the proposed project would not be subject to substantial risks related to wildfires, and ***no impact*** would occur.

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50 City of Morgan Hill. *City of Morgan Hill Wildland Urban Interface Map.* March 2009.
51 California Department of Forestry and Fire Protection. *Morgan Hill, Very High Fire Hazard Severity Zones in LRA.* Available at: https://osfm.fire.ca.gov/media/5934/morgan_hill.pdf. Accessed April 2023.
52 City of Morgan Hill. *Emergency Operations Plan.* January 11, 2018.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE.	Potentially Significant Impact	Less-Than-Significant with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a. Does the project have the potential to substantially 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?	☐	☐	☐	✖

Discussion

a. As discussed in Section IV, Biological Resources, of this Initial Study, the proposed project would not result in any significant impacts to rare, threatened or endangered species. In addition, the site does not contain known historical or cultural resources. Although unlikely, the possibility exists that grading and other construction activities associated with the site could unearth deposits of cultural significance. However, this Initial Study explains how the City's Municipal Code requires standard measures for development projects that would ensure no impacts to such resources would occur. Therefore, the proposed project would result in ***no impact*** related to degradation of the quality of the environment, substantial reduction of habitat or plant and wildlife species, and elimination of important examples of the major periods of California history or prehistory.

b. As demonstrated in this Initial Study, the proposed project would not result in any significant environmental impacts, through compliance with applicable General Plan policies and Municipal Code standards, as well as other applicable local and State regulations. For this reason, as well as due to the project's relatively small increase in traffic, noise, air pollutant emissions, and demand for utilities and service systems, the project's incremental contribution towards cumulative impacts in the area would not be cumulatively considerable. Therefore, when viewed in conjunction with other closely related past, present, or reasonably foreseeable future projects, development of the proposed project would not substantially contribute to cumulative impacts in the City of Morgan Hill, and ***no impact*** would occur.

c. The project site would be developed in a generally urbanized and built-up area of the City of Morgan Hill. As discussed throughout this Initial Study, development of the proposed project would not result in substantial adverse impacts to human beings, either directly or indirectly. Specifically, as discussed in Section III, Air Quality, Section VIII, GHG Emissions, Section IX, Hazards and Hazardous Materials, Section XIII, Noise, and Section XVII, Transportation, of this Initial Study, the proposed project would not cause substantial adverse effects to human beings, including effects related to exposure to air pollutants, GHG, hazardous materials, noise, and traffic. As such, ***no impact*** would result.

HEXAGON TRANSPORTATION CONSULTANTS, INC.

Memorandum

Date: June 23, 2023

To: Nick Pappani, Raney Planning & Management

From: Robert Del Rio, T.E., Luis Descanzo

Subject: Trip Generation and Operations Analysis for the Proposed 18599 Sutter Boulevard Chick-Fil-A in Morgan Hill, California

Hexagon Transportation Consultants, Inc. has completed a trip generation and operations analysis for the proposed Chick-Fil-A restaurant located at 18599 Sutter Boulevard (APN 726-32-002) in Morgan Hill, California (see Figure 1). The site is currently occupied by a vacant restaurant. As proposed, the project would consist of a 5,028 s.f. Chick-Fil-A restaurant with two drive-through lanes. Vehicular access would be provided via an existing full-access driveway along Sutter Boulevard and a proposed right-in-only access driveway along Cochrane Road.

The methodology, results, and recommendations of the analysis are discussed below.

Scope of Study

The current General Plan, *Morgan Hill 2035 General Plan,* adopted in July 2016 uses Level of Service (LOS) as its primary metric for the evaluation of the projected operation of the City's roadway system. Therefore, this traffic operations analysis which includes a peak hour intersection level of service analysis is included for consistency with the General Plan goals and policies. The traffic operations analysis supplements the California Environmental Quality Act (CEQA) required VMT analysis provided in a separate memorandum. However, the determination of project impacts per CEQA requirements is based solely on the VMT analysis.

The purposes of the trip generation and operations analysis is to evaluate the magnitude of traffic that would be added to the roadway system due to the proposed project and to determine whether a comprehensive traffic study is required for the proposed project. The analysis consists of an estimation of project trip generation and evaluation peak-hour intersection level of service analysis at intersections in the immediate vicinity of the project site. A review of the project's site access per the proposed site plan also is included. Traffic conditions were evaluated for the scenarios listed below.

Existing Conditions. Existing conditions represent the existing peak-hour traffic volumes on the existing roadway network. Existing traffic volumes at the study intersections (except for three intersections) were derived from traffic counts collected in May 2018, to which a 1.5% annual growth factor was applied to represent existing conditions in 2023. New turning movement counts were conducted at three study intersections (Sutter Boulevard/Cochrane Road, Woodview Avenue/Cochrane Road, Sutter Boulevard/Cochrane Plaza) in March 2023, to account for traffic generated by newly-built commercial uses within the Evergreen Village development. The new counts also account for changes to the roadway network since 2018 as a result of access improvements to Evergreen Village, such as signalization of the Woodview Avenue/Cochrane Road

Figure 1
Site Location

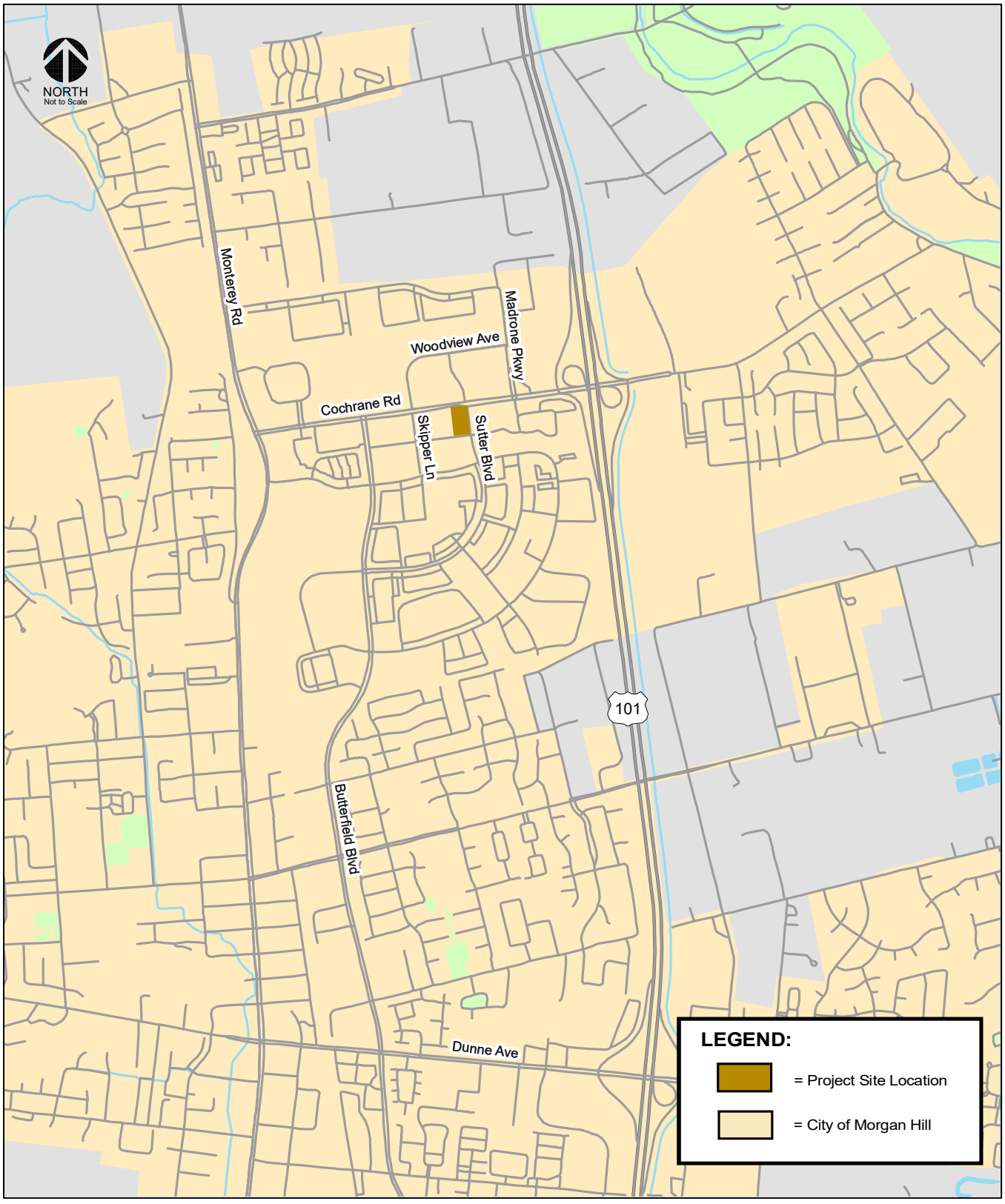
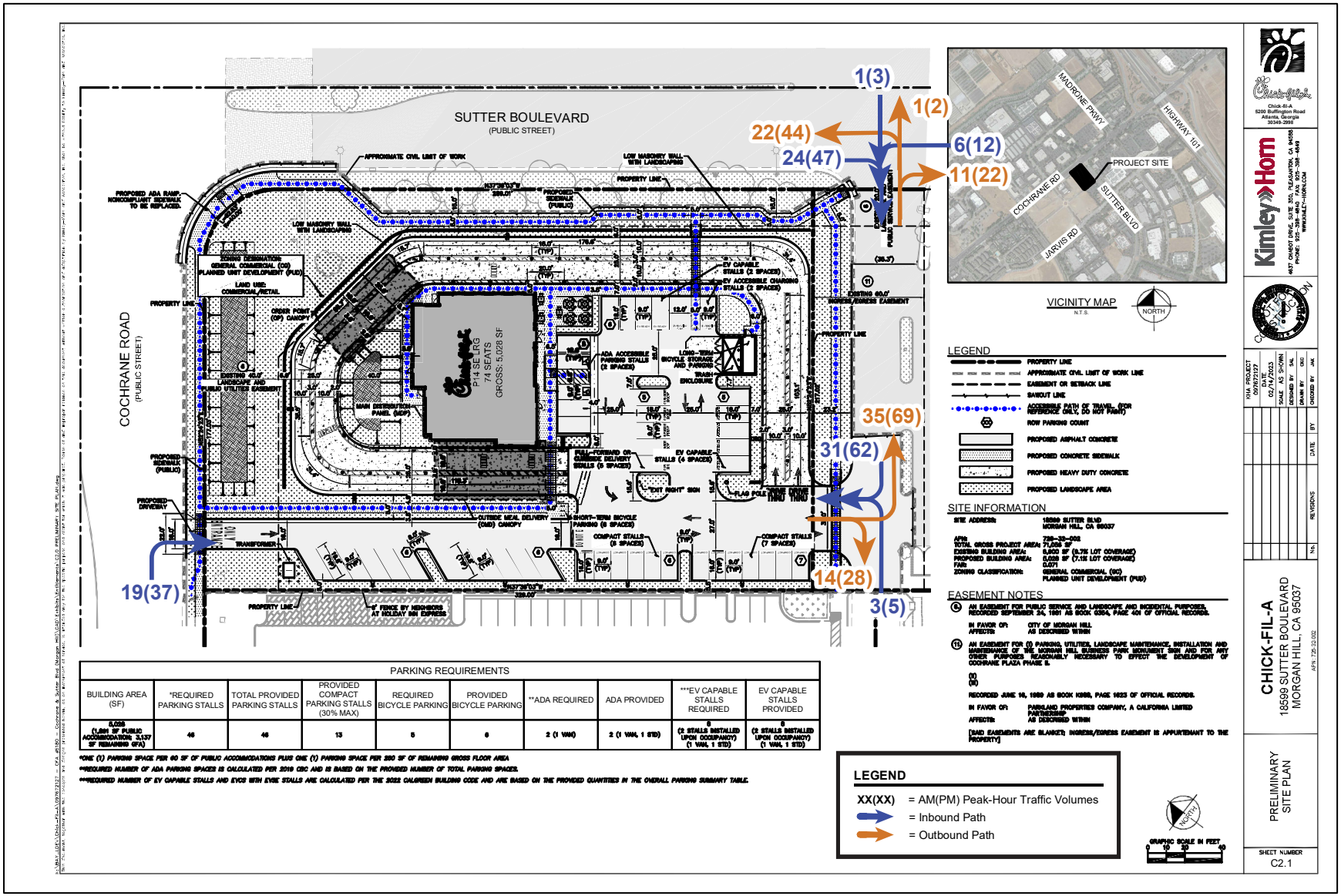


Figure 2
Site Plan and Project Trips at Site Access Points



Intersection, a new internal drive aisle connection to the Sutter Boulevard/Cochrane Plaza intersection, and new driveways along Jarvis Drive and Butterfield Boulevard.

A comparison of factored volumes and new counts showed that factored volumes along eastbound and westbound Cochrane Road were generally higher than the new counts during the AM and PM peak-hours. It can therefore be assumed that factored volumes are a conservative estimate of 2023 traffic volumes. However, factored volumes at the intersection of Madrone Parkway/Cochrane Road showed 150 fewer vehicles in the eastbound direction during the AM peak-hour compared to the new counts collected at the upstream intersection of Sutter Boulevard/Cochrane Road. Therefore, volumes at the intersections of Madrone Parkway/Cochrane Road, US 101 Southbound Ramps/Cochrane Road, and US 101 Northbound Ramps/Cochrane Road were adjusted by adding 150 vehicles in the eastbound direction during the AM peak-hour.

Existing Plus Project Conditions. Existing plus project peak-hour traffic volumes were estimated by adding to the existing traffic volumes the additional traffic that would be generated by the proposed project. Existing plus project conditions were evaluated relative to existing conditions in order to determine the effects of the proposed project on existing traffic conditions.

Year 2030 Cumulative Conditions. Year 2030 Cumulative conditions represent future traffic volumes on the existing transportation network. Year 2030 Cumulative conditions include traffic growth projected to occur in the Year 2030 without the proposed project.

Year 2030 Cumulative with Project Conditions. Year 2030 Cumulative with Project conditions consists of 2030 Cumulative traffic conditions with the addition of project traffic.

Project Trip Generation Estimates and Assignment

In determining the project trip generation, the magnitude of traffic entering and existing the site is estimated for the AM and PM peak hours. Peak-hour trip generation for the proposed fast-food restaurant with drive-through window was estimated utilizing trip generation rates that were determined based on vehicular counts at three existing Chick-fil-A restaurants with two drive-through lanes and of comparable square footage as that of the proposed project. The trip surveys were completed between February 18, 2023 and February 25, 2023 at the following three locations:

- Pittsburg, CA – 4717 Century Boulevard (4.99 k.s.f.)
- Milpitas, CA – 755 E. Calaveras Boulevard (4.96 k.s.f.)
- Daly City, CA – 6 Serramonte Center (4.92 k.s.f.)

Daily trip generation was estimated based on the surveyed peak-hour trips and the ratio of peak-hour trips to daily trips for a fast-food restaurant with drive-through window (Land Use 934) published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. The results of each survey, shown on Table 1, were utilized to calculate average peak hour trip rates. Using these average rates, the project is estimated to produce 1,822 daily vehicle trips with 101 AM peak-hour trips 52 inbound and 49 outbound) and 201 PM peak-hour trips (101 inbound and 97 outbound) before any reductions.

Fast-food restaurants with drive-through windows attract a substantial number of pass-by trips, which are trips made by drivers who already pass by the project site on an adjacent street en route to another destination, such as work to home. In contrast, primary (non-pass-by) trips are new trips made for the sole purpose of visiting the project site. Thus, pass-by trips are not considered new trips that are generated by the project site. However, the attraction of pass-by trips does result in a reassignment of existing through traffic (i.e. along Cochrane Road and Sutter Boulevard) at site driveways and

Table 1
Trip Survey Summary

Survey Location[1]	Size (ksf)	AM Peak-Hour				PM Peak-Hour			
		Rate	In	Out	Total	Rate	In	Out	Total
Pittsburg - 4717 Century Blvd	4.99	19.86	54	45	99	34.90	89	85	174
Milpitas - 755 E Calaveras Blvd	4.96	13.30	30	36	66	31.24	92	63	155
Daly City - 6 Serramonte Center	4.92	27.03	69	64	133	54.07	126	140	266
Survey Average	**4.96**	**20.06**	**51**	**48**	**99**	**40.07**	**102**	**96**	**198**
ITE 934: Fast-Food Restaurant with Drive-Through	*4.96*	*44.61*	*113*	*108*	*221*	*33.03*	*85*	*79*	*164*

Notes:
[1] Peak-hour trips are based on trip survey counts conducted February 18, 2023 to February 25, 2023.

intersections immediately adjacent to the project site. A 50 percent pass-by reduction was assumed for the estimated daily, AM peak-hour, and PM peak-hour trips. After subtracting pass-by trips, the project is expected to generate 911 primary vehicle trips per day, with 51 primary vehicle trips (26 inbound and 25 outbound) in the AM peak hour and 100 primary vehicle trips (52 inbound and 48 outbound) in the PM peak hour. Because the existing commercial building on the project site is currently vacant, no trip credits are applied for the existing commercial space. Trip generation estimates for the proposed project are shown in Table 2.

The directional distribution of site-generated traffic to and from the project site was estimated based on the existing travel patterns on the surrounding roadway network that reflect typical weekday AM and PM peak commute patterns, the location of the project driveways, freeway access points, and the locations of complimentary land uses. The peak-hour project trips associated with the proposed project were added to the transportation network in accordance with the distribution pattern. The project trip distribution pattern and assignment of project trips at the study intersections under existing plus project conditions are shown on Figure 3.

Year 2030 Cumulative Conditions Project Trip Generation Estimates

Analysis under cumulative conditions is based on the General Plan traffic model which assumes no new development on the project site.

Intersection Level of Service Analysis

Traffic conditions at the following study intersections were analyzed for the weekday AM and PM peak hours of traffic:

1. Monterey Road and Cochrane Road
2. Butterfield Boulevard and Cochrane Road
3. Woodview Avenue/Skipper Lane and Cochrane Road
4. Sutter Boulevard and Cochrane Road
5. Madrone Parkway/Cochrane Plaza and Cochrane Road
6. US 101 Southbound Ramps and Cochrane Road
7. US 101 Northbound Ramps and Cochrane Road
8. Sutter Boulevard and Cochrane Plaza

Other intersections in the project area were not studied because the addition of project trips will be minimal, less than 10 peak hour trips per lane. The weekday AM peak hour of traffic generally falls within the 7:00 AM to 9:00 AM period and the weekday PM peak hour is typically in the 4:00 PM to 6:00 PM period. It is during these times that the most congested traffic conditions occur on a typical weekday.

Signalized Intersection Analysis

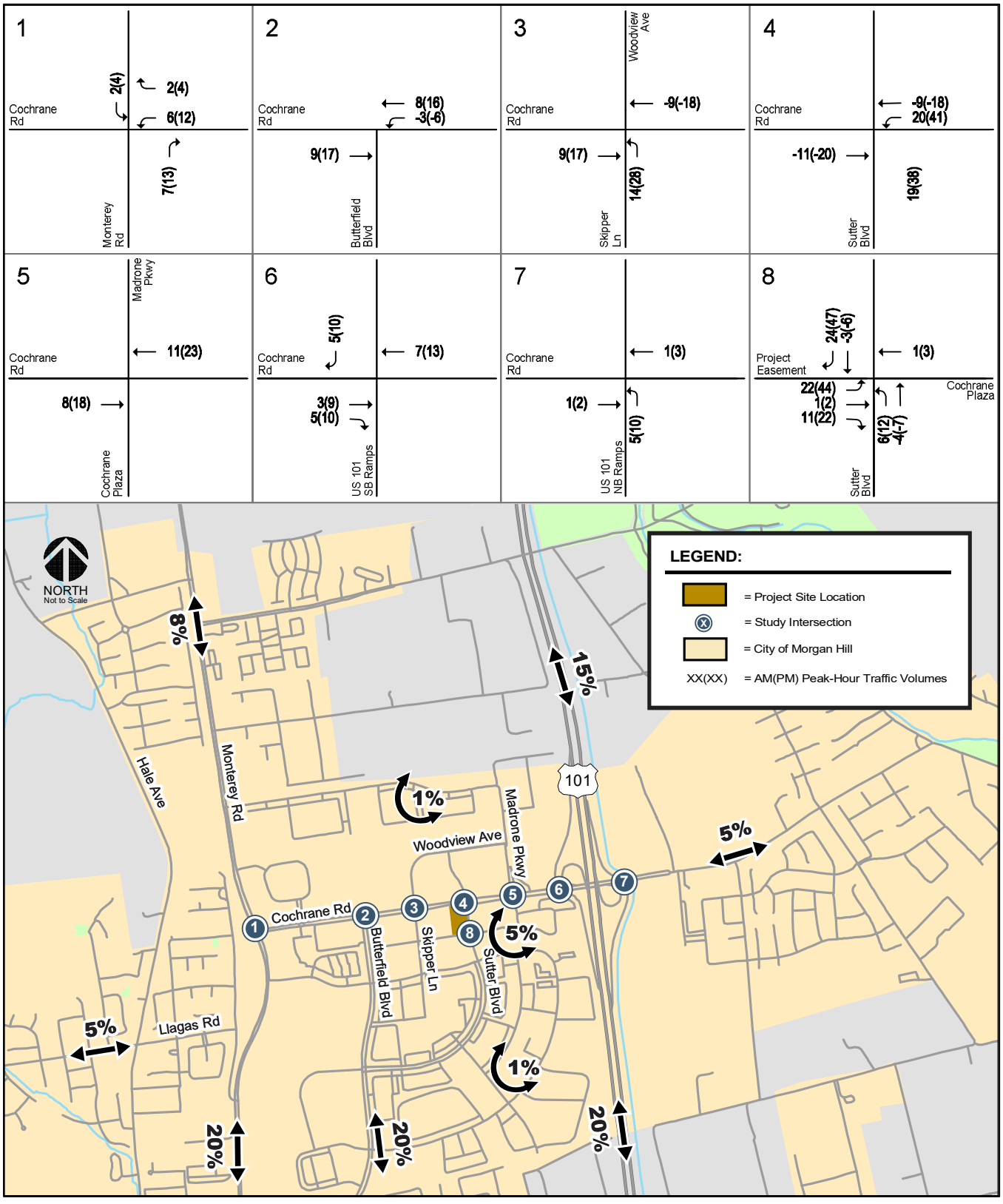
Signalized study intersections are subject to the City of Morgan Hill's level of service standards. The City of Morgan Hill's level of service methodology is TRAFFIX, which is based on the 2000 *Highway Capacity Manual* (HCM) method for signalized intersections. TRAFFIX evaluates signalized intersections operations based on average delay time for all vehicles at the intersection. Since TRAFFIX is also the CMP-designated intersection level of service methodology, the City of Morgan Hill methodology employs the CMP defaults values for the analysis parameters, which include adjusted saturation flow rates to reflect conditions in Santa Clara County. All intersections within the City of Morgan Hill are required to meet the City’s LOS standard of LOS D, with the exception of the following:

Table 2
Trip Generation Summary

Land Use	Size (ksf)	Daily		AM Peak-Hour				PM Peak-Hour			
		Rate	Trips	Rate	In	Out	Total	Rate	In	Out	Total
Proposed Project											
Chick-Fil-A with Drive-Through[1]	5.03	362.34	1,822	20.06	52	49	101	40.07	104	97	201
Pass-by Reduction (50%)[2]			*-911*		*-26*	*-24*	*-50*		*-52*	*-49*	*-101*
Net Project Trips			**911**		**26**	**25**	**51**		**52**	**48**	**100**

Notes:
[1] Peak-hour trips are based on trip survey counts conducted February 18, 2023 to February 25, 2023.
Daily trips are based on surveyed peak-hour trips and the ratio of peak-hour trips to daily trips published in the ITE *Trip Generation Manual,* 11th Edition for Land Use Code 934: Fast-Food Restaurant with Drive-Through.
[2] Peak-hour pass-by trip reduction percentage assumed to be 50% of daily, AM peak-hour, and PM peak-hour trips.

Figure 3
Project Trip Distribution and Project Trip Assignment



- **LOS F** for Downtown intersections and segments including at Main/Monterey, along Monterey Road between Main and Fifth Street, and along Depot Street at First through Fifth Street;
- **LOS E** for the following intersections and freeway zones:
  - Main Avenue and Del Monte Avenue
  - Main Avenue and Depot Street
  - Dunne Avenue and Del Monte Avenue
  - Dunne Avenue and Monterey Avenue
  - Dunne Avenue and Church Street
  - Dunne Avenue and Depot Street
  - Cochrane Road and Monterey Road
  - Tennant Avenue and Monterey Road
  - Tennant Avenue and Butterfield Boulevard
  - Cochrane Road Freeway Zone: from Madrone Parkway/Cochrane Plaza to Cochrane Road/DePaul Drive
  - Dunne Avenue Freeway Zone: from Walnut Grove Drive/East Dunne Avenue to Condit Road/East Dunne Avenue
  - Tennant Avenue Freeway Zone: from Butterfield Boulevard/Tennant Avenue to Condit Road/Tennant Avenue

According to the City of Morgan Hill level of service guidelines, a development is said to create a significant adverse effect on traffic conditions at a signalized intersection if for either peak hour:

1. The level of service at the intersection degrades from an acceptable level (LOS D or LOS E as identified above) under no project conditions to an unacceptable level (LOS E or F) under project conditions, or
2. The level of service at the intersection is an unacceptable level (LOS E or F as identified above) under no project conditions and the addition of project trips causes the average critical delay to increase by four (4) or more seconds *and* the volume-to-capacity ratio (V/C) to increase by 0.01.

An exception to this rule applies when the addition of project traffic reduces the amount of average delay for critical movements (i.e., the change in average delay for critical movements is negative). In this case, the threshold of significance is an increase in the critical V/C value by 0.01 or more.

Unsignalized Intersection Analysis

Unsignalized intersections within the City of Morgan Hill have a minimum operating level of LOS D. According to the City of Morgan Hill level of service guidelines, a development is said to have a significant adverse impact on traffic conditions at an unsignalized intersection if for either peak hour the addition of project traffic causes the worst approach delay to degrade to LOS E or F ***and*** the traffic volumes at the intersection are sufficiently high to satisfy the peak hour volume warrant.

Level of Service Results

The results of the intersection level of service analysis show that all study intersections currently operate at an acceptable LOS D or better conditions under existing conditions, 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 under existing plus project conditions. In addition, the unsignalized study intersection of Sutter Boulevard and Cochrane Plaza is projected to have traffic volumes that fall below the thresholds that warrant signalization under existing plus project conditions.

Under Year 2030 Cumulative conditions, all signalized study intersections would continue to operate at an acceptable level of service, 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. Although the unsignalized study intersection of Sutter Boulevard and Cochrane Plaza is projected to have a worst approach delay corresponding to an unacceptable LOS E during the PM peak-hour, traffic volumes would fall below the thresholds that warrant signalization under cumulative plus project conditions.

Based on the results of the intersection level of service analysis, the project would not have an adverse effect on operations at the study intersections. The results of level of service analysis are summarized in Table 3.

The poor operations at the Sutter Boulevard and Cochrane Plaza intersection are reflective of delays experienced by drivers exiting the Cochrane Plaza (Walmart) parking lot and project driveway due to insufficient gaps in traffic flow along Sutter Boulevard during the peak hours. Turn movements from each of the driveways are inhibited given that there is no control of Sutter Boulevard traffic flow.

Recommendation: Operations could be improved at the Sutter Boulevard and Cochrane Plaza intersection by restricting left-turns and through movements from each of the driveways at the intersection (east and west legs) by closing the median gap along Sutter Boulevard. As shown on Figure 4, the median could be constructed to maintain left-turns from Sutter Boulevard to each of the driveways.

Intersection Queueing Analysis

The analysis of intersection level of service was supplemented with an analysis of intersection operations for selected intersections where the project would add a significant number of left-turning vehicles. The operations analysis is based on vehicle queuing for high demand left-turn movements at intersections. Vehicle queues were estimated using a Poisson probability distribution, which estimates the probability of "n" vehicles for a vehicle movement using the following formula:

$$P(x=n) = \frac{\lambda^n e^{-(\lambda)}}{n!}$$

Where:
P (x=n) = probability of "n" vehicles in queue per lane
n = number of vehicles in the queue per lane
λ = Average number of vehicles in the queue per lane (vehicles per hour per lane/signal cycles per hour)

The basis of the analysis is as follows: (1) the Poisson probability distribution is used to estimate the 95th percentile maximum number of queued vehicles per cycle for a particular movement; (2) the estimated maximum number of vehicles in the queue is translated into a queue length, assuming 25 feet per vehicle; and (3) the estimated maximum queue length is compared to the existing or planned available storage capacity for the movement. This analysis thus provides a basis for estimating future left-turn storage requirements at intersections. The 95th percentile queue length value indicates that during the peak hour, a queue of this length or less would occur on 95 percent of the signal cycles. Likewise, a queue length larger than the 95th percentile queue would only occur on 5 percent of the signal cycles (about 3 cycles during the peak hour for a signal with a 60-second cycle length). Therefore, left-turn storage pocket designs based on the 95th percentile queue length would ensure that storage space would be exceeded only 5 percent of the time. The 95th percentile queue length is also known as the "design queue length".

The vehicle queue estimates and a tabulated summary of the findings are provided in Table 4. The queueing analysis shows that all high-demand movements would continue to have sufficient queueing storage space with the addition of project traffic.

Table 3
Intersection Level of Service Summary

Int. #	Intersection	Int. Control	LOS Std	Peak Hour	Count Date	Existing			Existing Plus Project					Year 2030 without Project			Year 2030 with Project				
						Warrant Met?	Delay[1]	LOS	Warrant Met?	Delay[1]	LOS	Incr. In Crit. Delay	Incr. In Crit. V/C	Warrant Met?	Delay[1]	LOS	Warrant Met?	Delay[1]	LOS	Incr. In Crit. Delay	Incr. In Crit. V/C
1	Monterey Road	Signal	E	AM	05/08/18	--	37.7	D	--	37.7	D	0.1	0.002	--	71.2	E	--	71.6	E	0.7	0.002
	and Cochrane Road			PM	05/08/18	--	26.5	C	--	26.7	C	1.2	0.038	--	44.4	D	--	45.0	D	1.2	0.004
2	Butterfield Boulevard	Signal	D	AM	05/08/18	--	12.5	B	--	12.5	B	0.0	0.001	--	13.0	B	--	13.0	B	0.0	0.001
	and Cochrane Road			PM	05/08/18	--	12.1	B	--	12.0	B	-0.1	-0.002	--	15.5	B	--	15.4	B	-0.1	-0.002
3	Woodview Avenue/Skipper Lane	Signal	D	AM	03/07/23	--	17.2	B	--	17.3	B	0.2	0.007	--	16.4	B	--	16.4	B	0.1	0.007
	and Cochrane Road			PM	03/07/23	--	17.0	B	--	17.2	B	0.7	0.013	--	16.6	B	--	16.8	B	0.3	0.013
4	Sutter Boulevard	Signal	D	AM	03/07/23	--	16.8	B	--	17.0	B	0.4	0.006	--	17.8	B	--	18.0	B	0.4	0.006
	and Cochrane Road			PM	03/07/23	--	17.7	B	--	18.1	B	1.0	0.012	--	17.6	B	--	19.9	B	2.8	0.207
5	Madrone Parkway/Cochrane Plaza	Signal	E	AM	05/08/18	--	19.2	B	--	19.1	B	-0.1	0.003	--	19.4	B	--	19.4	B	0.0	0.000
	and Cochrane Road			PM	05/08/18	--	32.1	C	--	32.0	C	-0.1	0.004	--	33.2	C	--	33.5	C	0.6	-0.009
6	US 101 Southbound Ramps	Signal	E	AM	05/08/18	--	13.4	B	--	13.4	B	0.0	0.002	--	16.2	B	--	16.3	B	0.1	0.002
	and Cochrane Road			PM	05/08/18	--	17.2	B	--	17.3	B	0.1	0.006	--	26.1	C	--	26.6	C	0.9	0.006
7	US 101 Northbound Ramps	Signal	E	AM	05/08/18	--	8.8	A	--	8.8	A	0.0	0.002	--	8.0	A	--	8.1	A	0.1	0.002
	and Cochrane Road			PM	05/08/18	--	11.5	B	--	11.6	B	0.1	0.004	--	12.4	B	--	12.5	B	0.1	0.004
8	Sutter Boulevard	TWSC	D	AM	03/07/23	No	14.0	B	No	14.3	B	N/A	N/A	No	15.6	C	No	16.1	C	N/A	N/A
	and Cochrane Plaza			PM	03/07/23	No	22.2	C	No	24.5	C	N/A	N/A	No	33.9	D	No	**39.4**	**E**	N/A	N/A

Notes:
[1]The reported delay and corresponding level of service for signalized intersections represent the average delay for all approaches at the intersection.
The reported delay and corresponding level of service for one- and two-way stop-controlled intersections are based on the stop-controlled approach with the highest delay.

Figure 4
Proposed Sutter Boulevard Median Closure

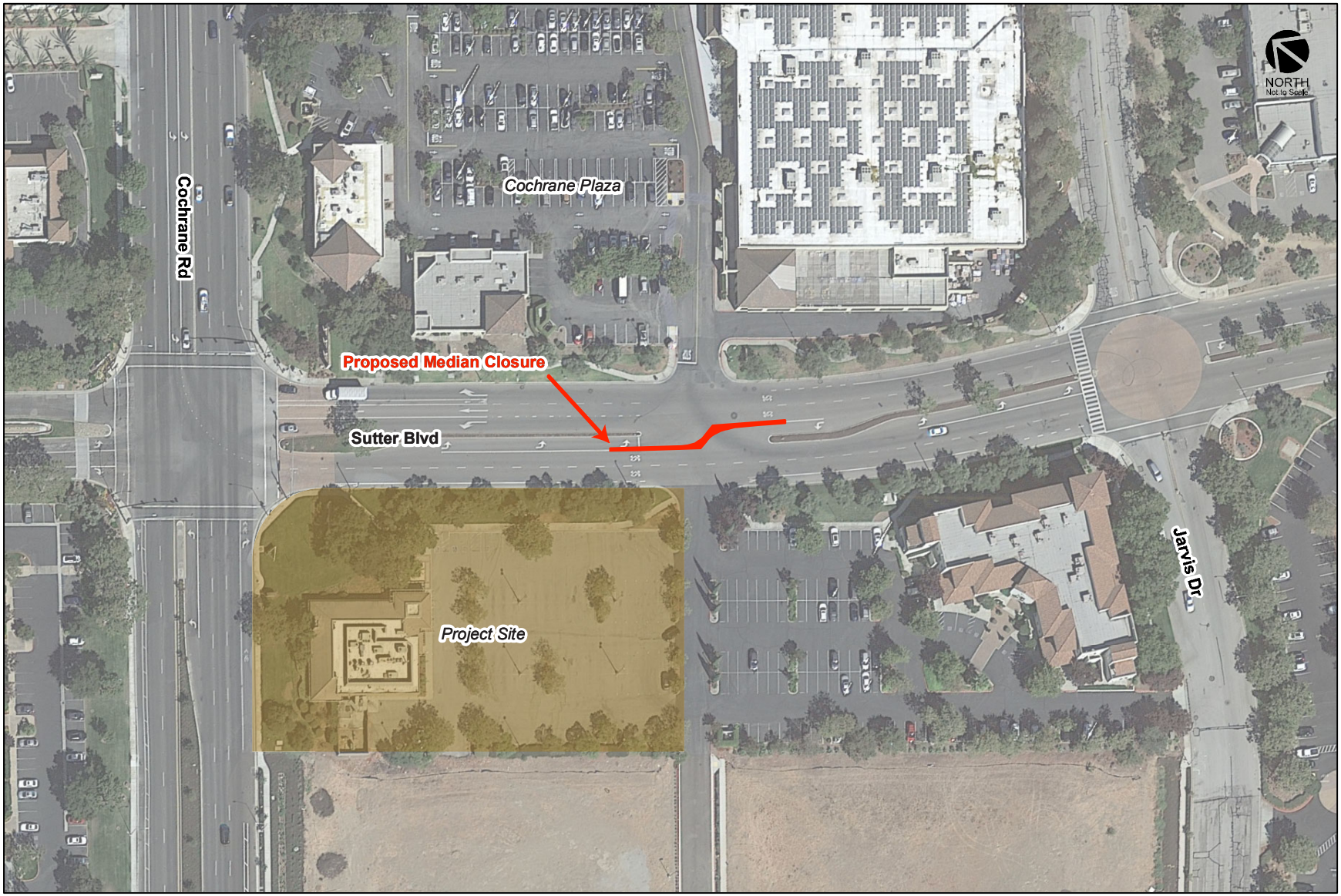


Table 4
Intersection Queueing Summary

Measurement	Sutter Boulevard and Cochrane Road				Woodview Avenue/Skipper Lane and Cochrane Road		Sutter Boulevard and Cochrane Plaza			
	Westbound Left		Northbound Right		Northbound Left/Through		Northbound Left		Eastbound	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Existing Conditions										
Cycle Length/Control Delay (sec)[1]	60	60	60	60	60	75	7.7	7.5	9.9	13.4
Lanes	2	2	1	1	1	1	1	1	1	1
Volume (vph)	204	151	359	378	50	25	8	4	8	35
Volume (vphpl)	102	76	359	378	50	25	8	4	8	35
95th %. Queue (veh/ln.)	4	3	10	11	2	2	0	0	0	1
95th %. Queue (ft./ln)[2]	100	75	250	275	50	50	0	0	0	25
Storage (ft./ ln.)	375	375	325	325	150	150	50	50	50	50
Adequate (Y/N)	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Existing Plus Project Conditions (with Evergreen Plaza)										
Cycle Length/Control Delay (sec)[1]	60	60	60	60	60	75	7.9	7.8	13.4	18.8
Lanes	2	2	1	1	1	1	1	1	1	1
Volume (vph)	277	234	407	471	145	145	17	19	74	143
Volume (vphpl)	139	117	407	471	145	145	17	19	74	143
95th %. Queue (veh/ln.)	5	5	11	13	5	6	0	0	1	2
95th %. Queue (ft./ln)[2]	125	125	275	325	125	150	0	0	25	50
Storage (ft./ ln.)	375	375	325	325	150	150	50	50	50	50
Adequate (Y/N)	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES

Notes:
[1] Cycle length for signalized intersections and control delay for stop-controlled intersections.
[2] Assumes 25 feet per vehicle queued

Site Access

The evaluation of site access is based on the site plan prepared by Kimley-Horn dated February 14, 2023. Site access was evaluated to determine the adequacy of the site's access points with regard to the following: traffic volume, geometric design, and sight distance. Site access was evaluated in accordance with generally accepted traffic engineering standards and transportation planning principles.

As shown on Figure 2, primary vehicular access to the project site would be provided via an existing full-access driveway located at the west leg of the Sutter Boulevard/Cochrane Plaza intersection. The driveway along Sutter Boulevard currently serves the subject property and an existing commercial/office use located southeast of the project site (18525 Sutter Boulevard) via a shared easement drive aisle. As proposed, a two-way access point to the project site would be constructed along the easement drive aisle, approximately 190 feet west of Sutter Boulevard. The access point would be directly opposite from the westernmost access point to 18525 Sutter Boulevard. It should be noted that the shared easement drive aisle also provides vehicular access to the Evergreen Village development, located west of the project site. Therefore, project traffic would have access to roadways and intersections within and adjacent to Evergreen Village. Trips generated by Evergreen Village are included in this site access analysis, based on trips published in the *Cochrane & Butterfield Mixed-Use Development TIA* by Hexagon, dated June 7, 2018. It should be noted that the study did not assume a direct connection between Evergreen Village and the Sutter Boulevard/Cochrane Plaza intersection. Therefore, trips published in the *Cochrane & Butterfield Mixed-Use Development TIA* were manually adjusted to reflect usage of the Sutter Boulevard/Cochrane Plaza driveway.

A secondary ingress-only access point is proposed along Cochrane Road, approximately 190 feet west of Sutter Boulevard and 190 feet east of an existing right-in/right-out only driveway. An existing landscaped median along Cochrane Road would prohibit inbound and outbound left-turns to and from the proposed project driveway.

Driveway Operations

Sutter Boulevard Driveway

The project parcel is currently served by three access points along the shared easement drive aisle. The proposed project will eliminate the two easternmost access points and condense access to the project site to one point at its western boundary from the drive aisle.

The project trip estimates and assignment indicates a maximum of 17 PM peak-hour trips would make inbound left-turns from northbound Sutter Boulevard into the project's easement driveway. As shown in the queueing analysis, the northbound left-turn pocket at the Sutter Boulevard/Cochrane Plaza intersection would have adequate storage space to serve traffic volumes under existing plus project conditions.

A maximum of 68 PM peak-hour project trips (103 trips including existing trips and 143 trips including Evergreen Village trips) would exit via the project's easement driveway onto Sutter Boulevard. As shown in the queueing analysis, the outbound (eastbound) movement would have a maximum queue length of 2 vehicles. Therefore, there would be adequate storage space to serve outbound traffic volumes without blocking access to the 18525 Sutter Boulevard parking lot under existing plus project conditions.

However, as noted in the intersection level of service discussion above, it is recommended that the closure of the median gap along Sutter Boulevard be implemented to improve operations at the Sutter Boulevard/Cochrane Plaza intersection (see Figure 4). The median gap closure would restrict turn

movements from the Sutter Boulevard driveway to right-turns only and require project trips that are bound for northbound Sutter Boulevard and Cochrane Road to utilize Skipper Lane rather than Sutter Boulevard. Thus, right-turn only signs should be placed at the project site driveway along the drive aisle.

In addition, the project should coordinate with the City to determine if closure of the drive aisle access to 18525 Sutter Boulevard directly across from the project site entrance would be feasible. Doing so would restrict project trips from utilizing 18525 Sutter Boulevard as a cut-through route to/from Jarvis Drive. However, implementation of a median within the shared drive aisle easement may require additional roadway width than currently provided and may also restrict vehicular access between the surrounding roadway network and 18525 Sutter Boulevard.

Cochrane Road Driveway

The Cochrane Road driveway is not anticipated to experience operational issues due to being an ingress-only driveway. Providing egress from the Cochrane Road driveway is not recommended due to the following:

- adequate outbound access from the project site onto eastbound Cochrane Road would be provided via Sutter Boulevard and Skipper Lane
- outbound vehicles would turn onto a right-turn only lane along Cochrane Road and would need to merge into the adjacent travel lane to continue eastbound along Cochrane Road
- an existing bike lane merges with the right-turn lane at the location of the proposed driveway

Driveway Design

The City's Design Standards specify a minimum driveway width of 16 feet and a maximum driveway width of 36 feet for commercial uses. The site plan indicates that the ingress-only Cochrane Road project driveway would be 22 feet wide, and would thus meet City standards. The proposed 35-foot wide two-way access point along the southern project frontage would fall within the acceptable range of standard driveway widths. However, the access point is along a shared easement and is not subject to the City's standard driveway requirements.

Drive-Through Operations

The proposed drive-through is comprised of two lanes, with each lane having its own ordering point. During non-peak periods, customers will merge into a single lane as they proceed past the ordering canopy towards the pick-up window. During peak demand periods, customers will remain in two-lane configuration as staff members are deployed to deliver food to customers in the outside lane. When needed, the outside lane also would be used as a by-pass lane to prioritize customers with smaller orders through the drive-through sequence.

Each lane is shown to be 10 feet wide and will have their own entrance and exit points. The lanes will be separated by pavement markings and removable bollards. The site plan shows a maximum capacity for approximately 24 vehicles per lane, assuming 20 feet per car and full utilization of each lane.

Conformance with City Requirements for Drive-Through Facilities

As proposed, the drive-through lanes will meet the City's standard requirements for drive-through facilities (Morgan Hill Code of Ordinances, Chapter 18.92.040).

- Drive-through lanes for fast food restaurants shall have a capacity for at least eight vehicles, at 20 feet per vehicle.

The site plan shows storage space for approximately 24 vehicles per lane (48 vehicles total), assuming 20 feet per car. Thus, the proposed capacity would exceed minimum requirements.

- Drive-through lanes shall be separate from the circulation lanes necessary for entering and exiting the property and providing access to parking.

  The drive-through lanes are separate from the drive aisles serving the project's surface parking lot. Drive-through operations would not interfere with ingress and egress of vehicles to/from the project site.

- Pedestrian access routes shall not cross a drive-through lane within the minimum stacking space distance (8 vehicles).

  As shown on the site plan, pedestrian access routes will be located across the drive-through exits (past the drive-through window) and across both lanes, approximately 17 car-lengths back from the drive-through exits. Thus, the location of the proposed pedestrian access routes would meet minimum requirements.

- Vehicular entrance or exit to a drive-through establishment shall be setback from the nearest public street intersection.

  The proposed Cochrane Road driveway would be located approximately 190 feet east of an existing right-in/right-out only driveway and 190 feet west of Sutter Boulevard. This meets the required separation of at least 115 feet for roadways with a posted speed limit of 45 mph without a median opening. The existing Sutter Boulevard driveway is located approximately 340 feet south of Cochrane Road and 340 feet north of Jarvis Drive. This meets the required separation of at least 150 feet for roadways with a posted speed limit of 35 mph with a median opening.

Queueing Observations

Vehicle queues were observed at three Chick-fil-A restaurants with two drive-through lanes during the weekday AM and PM peak-hours, as well as the Saturday lunchtime period, to confirm that the proposed drive-through storage would meet demand. The maximum queue observed during weekdays was a total of 29 vehicles across two drive-through lanes during the PM peak-hour, while the maximum queue observed during the Saturday lunchtime period was 38 vehicles. Thus, the proposed drive-through with a total capacity for up to 48 vehicles is expected to have adequate capacity to accommodate expected queues during peak periods.

Based on the observed drive-through queues, it is unlikely that queues would exceed the planned drive-through capacity and queues are not expected to spill over onto Sutter Boulevard or Cochrane Road. However, Chick-Fil-A should develop a drive-through queue management plan that can be implemented during abnormally high demand periods to ensure that circulation within the site parking lot and on adjacent drive aisles would not be negatively affected by drive-through operations. The queue management plan could include but not be limited to measures utilized at other Chick-Fil-A locations:

- Having staff members monitor the drive-through queues and direct traffic as necessary if queues extend beyond the drive-through lanes.
- Implementing face-to-face ordering via an iPad ordering system during peak periods.
- Utilizing the secondary drive-through lane as a by-pass lane to expedite service for customers with smaller orders.

Recommendation: The proposed drive-through is expected to have adequate capacity to accommodate the expected queues during peak periods. Drive-through queues are not expected to spill over onto Sutter Boulevard or Cochrane Road. However, it is recommended Chick-Fil-A develop a

queue management plan that can be implemented during abnormally high demand periods to prevent the potential for the drive-through queues to inhibit circulation within the project parking lot and access of adjacent properties.

Parking

Vehicular Parking

According to the Planned Unit Development for the Morgan Hill Business Park, of which the project site is included, sites are required to provide on-site vehicular parking at a rate of 1 space per 60 s.f. of public accommodation and one space per 250 gross floor area of additional area.

Therefore, the proposed 5,028 s.f. fast-food restaurant would require a total of 45 vehicular parking spaces. Per the site plan, the project proposes a total of 46 on-site parking spaces. Therefore, vehicle parking as proposed by the project will meet the off-street parking requirement for the site.

Bicycle Parking

According to the City of Morgan Hill Zoning Regulations (Table 18.72-7), non-residential uses are required to provide on-site bicycle parking as specified below:

- Short-term spaces – 10% of required automobile spaces
- Long-term spaces – 1 per 20 required automobile spaces for uses 10,000 s.f. or greater

Based on these requirements, the project will be required to provide a total of 6 short-term bicycle parking spaces. The site plan shows bike lockers provided for at least 6 bicycles, located adjacent to the trash enclosure. Pedestrian access routes are provided between the bike lockers and the project frontages along Sutter Boulevard and Cochrane Road. Therefore, bicycle parking as proposed by the project will meet City bicycle parking requirements.

Transit, Pedestrian, and Bicycle Facility Evaluation

Transit Facilities

The project site is served by VTA bus routes that run along Cochrane Road.

- Rapid Route 568 (Gilroy Transit Center to San Jose Diridon Transit Center) serves bus stops at the intersection of Cochrane Road and Cochrane Circle, approximately 1/3-mile walking distance from the project site.
- Express Route 121 (Gilroy/Morgan Hill to Lockheed Martin**)** serves bus stops at the intersection of Cochrane Road and Sutter Boulevard, less than 200 feet walking distance from the project site.
- Local Route 87 (Morgan Hill Civic Center to Burnett Avenue) serves bus stops at the intersection of Cochrane Road and Sutter Boulevard, less than 200 feet walking distance from the project site.

The transit ridership demands of the proposed project can be accommodated by the existing transit facilities.

Pedestrian Facilities

In the vicinity of the project site, there are existing sidewalks along all public roadways, including Sutter Boulevard and Cochrane Road. Sidewalks along roadways within Evergreen Village are currently missing along undeveloped parcels but will be constructed with their development.

Crosswalks with protected crossing phases are provided along all four legs of the Sutter Boulevard/Cochrane Road intersection. No crosswalks or ADA-compliant curb ramps are provided along any of the approaches at the Sutter Boulevard/Cochrane Plaza intersection. However, a crosswalk across Sutter Boulevard is provided at the Sutter Boulevard/Jarvis Drive intersection, approximately 340 feet south of the project site.

Project Improvements

The project proposes to reconstruct existing sidewalks along the Cochrane Road and Sutter Boulevard project frontages. A new sidewalk will be constructed along the easement drive to the south of the project site, providing a continuous pedestrian route between Sutter Boulevard and Evergreen Village. Multiple access points from the sidewalks are provided to on-site walkways. All sidewalks are shown on the site plan to measure at least 5 feet wide.

Additionally, new ADA-compliant curb ramps will be installed at the southwest corner of the Sutter Boulevard/Cochrane Road intersection, at the northwest corner of the Sutter Boulevard/Cochrane Plaza intersection, along the proposed project driveways, and at on-site pedestrian crossings across drive-through lanes.

Overall, the proposed sidewalks and curb ramps create an accessible network of pedestrian pathways to/from the project site and surrounding uses. A continuous, accessible pedestrian route would be provided between the project site and bus stops at the intersection of Cochrane Road/Sutter Boulevard. However, It should be noted that pedestrian access to areas south and east of the project site would be constrained due to missing crosswalks and ADA-compliant curb ramps along any of the approaches at the Sutter Boulevard/Cochrane Plaza intersection. The proposed new curb ramp located at the northwest corner of the intersection cannot serve as part of an accessible route due to the missing facilities which are not the responsibility of the proposed project.

Bicycle Facilities

In the project vicinity, there are bike lanes located along Sutter Boulevard and Cochrane Road. The demand generated by the proposed project could be accommodated by the existing bicycle facilities in the vicinity of the project site. Additionally, the project as proposed will not conflict with any existing or planned bicycle facilities.

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Bay Area AQMD Air District, Mitigation Report

Construction Mitigation Summary

Phase	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction												
Architectural Coating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Demolition	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Grading	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Paving	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Site Preparation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

OFFROAD Equipment Mitigation

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Equipment Type	Fuel Type	Tier	Number Mitigated	Total Number of Equipment	DPF	Oxidation Catalyst
Air Compressors	Diesel	No Change	0	1	No Change	0.00
Cement and Mortar Mixers	Diesel	No Change	0	1	No Change	0.00
Concrete/Industrial Saws	Diesel	No Change	0	1	No Change	0.00
Cranes	Diesel	No Change	0	1	No Change	0.00
Forklifts	Diesel	No Change	0	1	No Change	0.00
Generator Sets	Diesel	No Change	0	1	No Change	0.00
Graders	Diesel	No Change	0	2	No Change	0.00
Pavers	Diesel	No Change	0	1	No Change	0.00
Paving Equipment	Diesel	No Change	0	1	No Change	0.00
Rollers	Diesel	No Change	0	1	No Change	0.00
Rubber Tired Dozers	Diesel	No Change	0	3	No Change	0.00
Tractors/Loaders/Backhoes	Diesel	No Change	0	8	No Change	0.00
Welders	Diesel	No Change	0	3	No Change	0.00

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	Unmitigated tons/yr						Unmitigated mt/yr					
Air Compressors	1.76100E-002	1.18440E-001	1.80970E-001	3.00000E-004	5.65000E-003	5.65000E-003	0.00000E+000	2.55325E+001	2.55325E+001	1.42000E-003	0.00000E+000	2.55680E+001
Cement and Mortar Mixers	2.20000E-004	1.38000E-003	1.16000E-003	0.00000E+000	5.00000E-005	5.00000E-005	0.00000E+000	1.71850E-001	1.71850E-001	2.00000E-005	0.00000E+000	1.72300E-001
Concrete/Industrial Saws	3.13000E-003	2.41400E-002	3.65000E-002	6.00000E-005	1.11000E-003	1.11000E-003	0.00000E+000	5.37656E+000	5.37656E+000	2.60000E-004	0.00000E+000	5.38295E+000
Cranes	2.42800E-002	2.52230E-001	1.31900E-001	4.30000E-004	1.05800E-002	9.74000E-003	0.00000E+000	3.80212E+001	3.80212E+001	1.23000E-002	0.00000E+000	3.83286E+001
Forklifts	6.83000E-003	6.42200E-002	8.52700E-002	1.10000E-004	3.60000E-003	3.31000E-003	0.00000E+000	1.00719E+001	1.00719E+001	3.26000E-003	0.00000E+000	1.01533E+001
Generator Sets	2.77200E-002	2.48190E-001	3.66200E-001	6.60000E-004	1.04300E-002	1.04300E-002	0.00000E+000	5.65208E+001	5.65208E+001	2.20000E-003	0.00000E+000	5.65758E+001
Graders	1.06000E-003	1.24700E-002	4.97000E-003	2.00000E-005	4.00000E-004	3.70000E-004	0.00000E+000	1.74318E+000	1.74318E+000	5.60000E-004	0.00000E+000	1.75727E+000
Pavers	6.90000E-004	6.53000E-003	1.08500E-002	2.00000E-005	3.10000E-004	2.80000E-004	0.00000E+000	1.54844E+000	1.54844E+000	5.00000E-004	0.00000E+000	1.56096E+000
Paving Equipment	8.20000E-004	7.48000E-003	1.28500E-002	2.00000E-005	3.60000E-004	3.30000E-004	0.00000E+000	1.78927E+000	1.78927E+000	5.80000E-004	0.00000E+000	1.80373E+000
Rollers	6.40000E-004	6.67000E-003	8.09000E-003	1.00000E-005	3.50000E-004	3.20000E-004	0.00000E+000	1.00869E+000	1.00869E+000	3.30000E-004	0.00000E+000	1.01684E+000
Rubber Tired Dozers	8.95000E-003	9.17700E-002	4.03100E-002	1.10000E-004	4.13000E-003	3.80000E-003	0.00000E+000	9.65914E+000	9.65914E+000	3.12000E-003	0.00000E+000	9.73724E+000
Tractors/Loaders/Backhoes	1.61100E-002	1.62260E-001	2.55790E-001	3.60000E-004	7.22000E-003	6.64000E-003	0.00000E+000	3.13536E+001	3.13536E+001	1.01400E-002	0.00000E+000	3.16071E+001
Welders	6.87300E-002	4.09350E-001	4.97590E-001	7.70000E-004	1.34100E-002	1.34100E-002	0.00000E+000	5.64662E+001	5.64662E+001	5.60000E-003	0.00000E+000	5.66061E+001

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
	Mitigated tons/yr						Mitigated mt/yr					
Air Compressors	1.76100E-002	1.18440E-001	1.80970E-001	3.00000E-004	5.65000E-003	5.65000E-003	0.00000E+000	2.55325E+001	2.55325E+001	1.42000E-003	0.00000E+000	2.55679E+001
Cement and Mortar Mixers	2.20000E-004	1.38000E-003	1.16000E-003	0.00000E+000	5.00000E-005	5.00000E-005	0.00000E+000	1.71850E-001	1.71850E-001	2.00000E-005	0.00000E+000	1.72300E-001
Concrete/Industrial Saws	3.13000E-003	2.41400E-002	3.65000E-002	6.00000E-005	1.11000E-003	1.11000E-003	0.00000E+000	5.37656E+000	5.37656E+000	2.60000E-004	0.00000E+000	5.38294E+000
Cranes	2.42800E-002	2.52230E-001	1.31900E-001	4.30000E-004	1.05800E-002	9.74000E-003	0.00000E+000	3.80211E+001	3.80211E+001	1.23000E-002	0.00000E+000	3.83285E+001
Forklifts	6.83000E-003	6.42200E-002	8.52700E-002	1.10000E-004	3.60000E-003	3.31000E-003	0.00000E+000	1.00718E+001	1.00718E+001	3.26000E-003	0.00000E+000	1.01533E+001
Generator Sets	2.77200E-002	2.48190E-001	3.66200E-001	6.60000E-004	1.04300E-002	1.04300E-002	0.00000E+000	5.65207E+001	5.65207E+001	2.20000E-003	0.00000E+000	5.65758E+001
Graders	1.06000E-003	1.24700E-002	4.97000E-003	2.00000E-005	4.00000E-004	3.70000E-004	0.00000E+000	1.74317E+000	1.74317E+000	5.60000E-004	0.00000E+000	1.75727E+000
Pavers	6.90000E-004	6.53000E-003	1.08500E-002	2.00000E-005	3.10000E-004	2.80000E-004	0.00000E+000	1.54843E+000	1.54843E+000	5.00000E-004	0.00000E+000	1.56095E+000
Paving Equipment	8.20000E-004	7.48000E-003	1.28500E-002	2.00000E-005	3.60000E-004	3.30000E-004	0.00000E+000	1.78926E+000	1.78926E+000	5.80000E-004	0.00000E+000	1.80373E+000
Rollers	6.40000E-004	6.67000E-003	8.09000E-003	1.00000E-005	3.50000E-004	3.20000E-004	0.00000E+000	1.00869E+000	1.00869E+000	3.30000E-004	0.00000E+000	1.01684E+000
Rubber Tired Dozers	8.95000E-003	9.17700E-002	4.03100E-002	1.10000E-004	4.13000E-003	3.80000E-003	0.00000E+000	9.65913E+000	9.65913E+000	3.12000E-003	0.00000E+000	9.73723E+000
Tractors/Loaders/Backhoes	1.61100E-002	1.62260E-001	2.55790E-001	3.60000E-004	7.22000E-003	6.64000E-003	0.00000E+000	3.13535E+001	3.13535E+001	1.01400E-002	0.00000E+000	3.16071E+001
Welders	6.87300E-002	4.09350E-001	4.97590E-001	7.70000E-004	1.34100E-002	1.34100E-002	0.00000E+000	5.64661E+001	5.64661E+001	5.60000E-003	0.00000E+000	5.66060E+001

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Equipment Type	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio- CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction												
Air Compressors	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.17497E-006	1.17497E-006	0.00000E+000	0.00000E+000	1.17334E-006
Cement and Mortar Mixers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Concrete/Industrial Saws	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.85772E-006
Cranes	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.05205E-006	1.05205E-006	0.00000E+000	0.00000E+000	1.04361E-006
Forklifts	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	9.92866E-007	9.92866E-007	0.00000E+000	0.00000E+000	9.84903E-007
Generator Sets	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.23848E-006	1.23848E-006	0.00000E+000	0.00000E+000	1.06052E-006
Graders	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	5.73664E-006	5.73664E-006	0.00000E+000	0.00000E+000	0.00000E+000
Pavers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	6.45811E-006	6.45811E-006	0.00000E+000	0.00000E+000	6.40631E-006
Paving Equipment	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	5.58887E-006	5.58887E-006	0.00000E+000	0.00000E+000	0.00000E+000
Rollers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000
Rubber Tired Dozers	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.03529E-006	1.03529E-006	0.00000E+000	0.00000E+000	1.02699E-006
Tractors/Loaders/Backhoes	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	9.56829E-007	9.56829E-007	0.00000E+000	0.00000E+000	9.49154E-007
Welders	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	0.00000E+000	1.23968E-006	1.23968E-006	0.00000E+000	0.00000E+000	1.23662E-006

Fugitive Dust Mitigation

Yes/No	Mitigation Measure	Mitigation Input		Mitigation Input		Mitigation Input	
No	Soil Stabilizer for unpaved Roads	PM10 Reduction		PM2.5 Reduction			

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

No	Replace Ground Cover of Area Disturbed	PM10 Reduction		PM2.5 Reduction			
No	Water Exposed Area	PM10 Reduction		PM2.5 Reduction		Frequency (per day)	
No	Unpaved Road Mitigation	Moisture Content %		Vehicle Speed (mph)	0.00		
No	Clean Paved Road	% PM Reduction	0.00				

		Unmitigated		Mitigated		Percent Reduction	
Phase	Source	PM10	PM2.5	PM10	PM2.5	PM10	PM2.5
Architectural Coating	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Architectural Coating	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Building Construction	Roads	0.01	0.00	0.01	0.00	0.00	0.00
Demolition	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Demolition	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Grading	Fugitive Dust	0.01	0.01	0.01	0.01	0.00	0.00
Grading	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Paving	Fugitive Dust	0.00	0.00	0.00	0.00	0.00	0.00
Paving	Roads	0.00	0.00	0.00	0.00	0.00	0.00
Site Preparation	Fugitive Dust	0.01	0.00	0.01	0.00	0.00	0.00
Site Preparation	Roads	0.00	0.00	0.00	0.00	0.00	0.00

Operational Percent Reduction Summary

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Category	ROG	NOx	CO	SO2	Exhaust PM10	Exhaust PM2.5	Bio- CO2	NBio-CO2	Total CO2	CH4	N2O	CO2e
Percent Reduction												
Architectural Coating	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Consumer Products	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hearth	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Landscaping	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mobile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Natural Gas	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Water Indoor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.79	0.49	0.00	0.00	0.22
Water Outdoor	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Operational Mobile Mitigation

Project Setting:

Mitigation	Category	Measure	% Reduction	Input Value 1	Input Value 2	Input Value 3
No	Land Use	Increase Density	0.00			
No	Land Use	Increase Diversity	0.10	0.31		
No	Land Use	Improve Walkability Design	0.00			
No	Land Use	Improve Destination Accessibility	0.00			
No	Land Use	Increase Transit Accessibility	0.25			
No	Land Use	Integrate Below Market Rate Housing	0.00			
	Land Use	Land Use SubTotal	0.00			

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

No	Neighborhood Enhancements	Improve Pedestrian Network				
No	Neighborhood Enhancements	Provide Traffic Calming Measures				
No	Neighborhood Enhancements	Implement NEV Network	0.00			
	Neighborhood Enhancements	Neighborhood Enhancements Subtotal	0.00			
No	Parking Policy Pricing	Limit Parking Supply	0.00			
No	Parking Policy Pricing	Unbundle Parking Costs	0.00			
No	Parking Policy Pricing	On-street Market Pricing	0.00			
	Parking Policy Pricing	Parking Policy Pricing Subtotal	0.00			
No	Transit Improvements	Provide BRT System	0.00			
No	Transit Improvements	Expand Transit Network	0.00			
No	Transit Improvements	Increase Transit Frequency	0.00			
	Transit Improvements	Transit Improvements Subtotal	0.00			
		Land Use and Site Enhancement Subtotal	0.00			
No	Commute	Implement Trip Reduction Program				
No	Commute	Transit Subsidy				
No	Commute	Implement Employee Parking "Cash Out"				
No	Commute	Workplace Parking Charge				
No	Commute	Encourage Telecommuting and Alternative Work Schedules	0.00			
No	Commute	Market Commute Trip Reduction Option	0.00			
No	Commute	Employee Vanpool/Shuttle	0.00		2.00	

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

No	Commute	Provide Ride Sharing Program				
	Commute	Commute Subtotal	0.00			
No	School Trip	Implement School Bus Program	0.00			
		Total VMT Reduction	0.00			

Area Mitigation

Measure Implemented	Mitigation Measure	Input Value
No	Only Natural Gas Hearth	
No	No Hearth	
No	Use Low VOC Cleaning Supplies	
No	Use Low VOC Paint (Residential Interior)	100.00
No	Use Low VOC Paint (Residential Exterior)	150.00
No	Use Low VOC Paint (Non-residential Interior)	100.00
No	Use Low VOC Paint (Non-residential Exterior)	150.00
No	Use Low VOC Paint (Parking)	150.00
No	% Electric Lawnmower	
No	% Electric Leafblower	
No	% Electric Chainsaw	

Energy Mitigation Measures

Measure Implemented	Mitigation Measure	Input Value 1	Input Value 2
No	Exceed Title 24		

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

No	Install High Efficiency Lighting		
No	On-site Renewable		

Appliance Type	Land Use Subtype	% Improvement
ClothWasher		30.00
DishWasher		15.00
Fan		50.00
Refrigerator		15.00

Water Mitigation Measures

Measure Implemented	Mitigation Measure	Input Value 1	Input Value 2
Yes	Apply Water Conservation on Strategy	0.00	20.00
No	Use Reclaimed Water	0.00	0.00
No	Use Grey Water	0.00	
No	Install low-flow bathroom faucet	32.00	
No	Install low-flow Kitchen faucet	18.00	
No	Install low-flow Toilet	20.00	
No	Install low-flow Shower	20.00	
No	Turf Reduction	0.00	
No	Use Water Efficient Irrigation Systems	6.10	
No	Water Efficient Landscape	0.00	0.00

Solid Waste Mitigation

Chick-fil-A @ Sutter Boulevard

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Mitigation Measures	Input Value
Institute Recycling and Composting Services Percent Reduction in Waste Disposed	

Chick-fil-A @ Sutter Boulevard - Bay Area AQMD Air District, Annual

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Chick-fil-A @ Sutter Boulevard

Bay Area AQMD Air District, Annual

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	46.00	Space	0.41	18,400.00	0
Fast Food Restaurant with Drive Thru	5.03	1000sqft	1.41	5,028.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	64
Climate Zone	4			**Operational Year**	2025
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 updated to represent total acreage of project site.

Construction Phase - Architectural coating assumed to start two weeks after building construction initiation and lasts for the same duration.

Demolition - Building square footage is equal to the existing building on-site.

Vehicle Trips - Updated to be consistent with the project-specific traffic report.

Water Mitigation - Compliant with MWELO.

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	200.00
tblLandUse	LandUseSquareFeet	5,030.00	5,028.00
tblLandUse	LotAcreage	0.12	1.41

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblVehicleTrips	DV_TP	21.00	0.00
tblVehicleTrips	PB_TP	50.00	0.00
tblVehicleTrips	PR_TP	29.00	100.00
tblVehicleTrips	ST_TR	616.12	181.11
tblVehicleTrips	SU_TR	472.58	181.11
tblVehicleTrips	WD_TR	470.95	181.11

2.0 Emissions Summary

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					
2024	0.1321	0.9278	1.0475	1.9200e-003	0.0328	0.0388	0.0716	0.0128	0.0372	0.0500	0.0000	161.8868	161.8868	0.0274	9.6000e-004	162.8573
2025	0.0791	0.4993	0.6197	1.1300e-003	5.1600e-003	0.0190	0.0241	1.4000e-003	0.0184	0.0198	0.0000	94.5228	94.5228	0.0133	5.5000e-004	95.0181
Maximum	**0.1321**	**0.9278**	**1.0475**	**1.9200e-003**	**0.0328**	**0.0388**	**0.0716**	**0.0128**	**0.0372**	**0.0500**	**0.0000**	**161.8868**	**161.8868**	**0.0274**	**9.6000e-004**	**162.8573**

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					
2024	0.1321	0.9278	1.0475	1.9200e-003	0.0328	0.0388	0.0716	0.0128	0.0372	0.0500	0.0000	161.8866	161.8866	0.0274	9.6000e-004	162.8572
2025	0.0791	0.4993	0.6197	1.1300e-003	5.1600e-003	0.0190	0.0241	1.4000e-003	0.0184	0.0198	0.0000	94.5227	94.5227	0.0133	5.5000e-004	95.0180
Maximum	**0.1321**	**0.9278**	**1.0475**	**1.9200e-003**	**0.0328**	**0.0388**	**0.0716**	**0.0128**	**0.0372**	**0.0500**	**0.0000**	**161.8866**	**161.8866**	**0.0274**	**9.6000e-004**	**162.8572**

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	N20	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	**6-3-2024**	**9-2-2024**	0.4365	0.4365
2	**9-3-2024**	**12-2-2024**	0.4685	0.4685
3	**12-3-2024**	**3-2-2025**	0.4454	0.4454
4	**3-3-2025**	**6-2-2025**	0.2846	0.2846
		Highest	0.4685	0.4685

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	0.0239	0.0000	4.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	9.1000e-004	9.1000e-004	0.0000	0.0000	9.7000e-004
Energy	5.6200e-003	0.0511	0.0429	3.1000e-004		3.8800e-003	3.8800e-003		3.8800e-003	3.8800e-003	0.0000	71.1749	71.1749	3.5800e-003	1.3200e-003	71.6593
Mobile	0.3895	0.4511	3.7695	8.0800e-003	0.8982	5.9200e-003	0.9041	0.2400	5.5100e-003	0.2455	0.0000	764.2708	764.2708	0.0472	0.0354	775.9924
Waste						0.0000	0.0000		0.0000	0.0000	11.7613	0.0000	11.7613	0.6951	0.0000	29.1381
Water						0.0000	0.0000		0.0000	0.0000	0.4844	0.7959	1.2803	0.0499	1.1900e-003	2.8820
Total	**0.4190**	**0.5022**	**3.8128**	**8.3900e-003**	**0.8982**	**9.8000e-003**	**0.9080**	**0.2400**	**9.3900e-003**	**0.2494**	**12.2457**	**836.2426**	**848.4883**	**0.7957**	**0.0379**	**879.6728**

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	0.0239	0.0000	4.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	9.1000e-004	9.1000e-004	0.0000	0.0000	9.7000e-004
Energy	5.6200e-003	0.0511	0.0429	3.1000e-004		3.8800e-003	3.8800e-003		3.8800e-003	3.8800e-003	0.0000	71.1749	71.1749	3.5800e-003	1.3200e-003	71.6593
Mobile	0.3895	0.4511	3.7695	8.0800e-003	0.8982	5.9200e-003	0.9041	0.2400	5.5100e-003	0.2455	0.0000	764.2708	764.2708	0.0472	0.0354	775.9924
Waste						0.0000	0.0000		0.0000	0.0000	11.7613	0.0000	11.7613	0.6951	0.0000	29.1381
Water						0.0000	0.0000		0.0000	0.0000	0.4844	0.7896	1.2740	0.0499	1.1900e-003	2.8756
Total	**0.4190**	**0.5022**	**3.8128**	**8.3900e-003**	**0.8982**	**9.8000e-003**	**0.9080**	**0.2400**	**9.3900e-003**	**0.2494**	**12.2457**	**836.2363**	**848.4819**	**0.7957**	**0.0379**	**879.6664**

	ROG	NOx	CO	SO2	Fugitive PM10	Exhaust PM10	PM10 Total	Fugitive PM2.5	Exhaust PM2.5	PM2.5 Total	Bio- CO2	NBio-CO2	Total CO2	CH4	N20	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	6/3/2024	6/28/2024	5	20	
2	Site Preparation	Site Preparation	6/29/2024	7/2/2024	5	2	
3	Grading	Grading	7/3/2024	7/8/2024	5	4	

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

4	Paving	Paving	7/9/2024	7/22/2024	5	10	
5	Building Construction	Building Construction	7/23/2024	4/28/2025	5	200	
6	Architectural Coating	Architectural Coating	8/6/2024	5/12/2025	5	200	

Acres of Grading (Site Preparation Phase): 1.88

Acres of Grading (Grading Phase): 4

Acres of Paving: 0.41

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 7,542; Non-Residential Outdoor: 2,514; Striped Parking Area: 1,104 (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

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	31.00	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	10.00	4.00	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	2.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

3.2 Demolition - 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					
Fugitive Dust					3.4000e-003	0.0000	3.4000e-003	5.1000e-004	0.0000	5.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0144	0.1389	0.1349	2.4000e-004		6.3100e-003	6.3100e-003		5.8900e-003	5.8900e-003	0.0000	21.0916	21.0916	5.3400e-003	0.0000	21.2250
Total	**0.0144**	**0.1389**	**0.1349**	**2.4000e-004**	**3.4000e-003**	**6.3100e-003**	**9.7100e-003**	**5.1000e-004**	**5.8900e-003**	**6.4000e-003**	**0.0000**	**21.0916**	**21.0916**	**5.3400e-003**	**0.0000**	**21.2250**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 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	3.0000e-005	2.1000e-003	5.0000e-004	1.0000e-005	2.6000e-004	2.0000e-005	2.8000e-004	7.0000e-005	2.0000e-005	9.0000e-005	0.0000	0.9106	0.9106	3.0000e-005	1.4000e-004	0.9544
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	3.1000e-004	2.0000e-004	2.6900e-003	1.0000e-005	1.0300e-003	1.0000e-005	1.0300e-003	2.7000e-004	0.0000	2.8000e-004	0.0000	0.7852	0.7852	2.0000e-005	2.0000e-005	0.7919
Total	**3.4000e-004**	**2.3000e-003**	**3.1900e-003**	**2.0000e-005**	**1.2900e-003**	**3.0000e-005**	**1.3100e-003**	**3.4000e-004**	**2.0000e-005**	**3.7000e-004**	**0.0000**	**1.6959**	**1.6959**	**5.0000e-005**	**1.6000e-004**	**1.7463**

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					3.4000e-003	0.0000	3.4000e-003	5.1000e-004	0.0000	5.1000e-004	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	0.0144	0.1389	0.1349	2.4000e-004		6.3100e-003	6.3100e-003		5.8900e-003	5.8900e-003	0.0000	21.0915	21.0915	5.3400e-003	0.0000	21.2250
Total	**0.0144**	**0.1389**	**0.1349**	**2.4000e-004**	**3.4000e-003**	**6.3100e-003**	**9.7100e-003**	**5.1000e-004**	**5.8900e-003**	**6.4000e-003**	**0.0000**	**21.0915**	**21.0915**	**5.3400e-003**	**0.0000**	**21.2250**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 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	3.0000e-005	2.1000e-003	5.0000e-004	1.0000e-005	2.6000e-004	2.0000e-005	2.8000e-004	7.0000e-005	2.0000e-005	9.0000e-005	0.0000	0.9106	0.9106	3.0000e-005	1.4000e-004	0.9544
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	3.1000e-004	2.0000e-004	2.6900e-003	1.0000e-005	1.0300e-003	1.0000e-005	1.0300e-003	2.7000e-004	0.0000	2.8000e-004	0.0000	0.7852	0.7852	2.0000e-005	2.0000e-005	0.7919
Total	**3.4000e-004**	**2.3000e-003**	**3.1900e-003**	**2.0000e-005**	**1.2900e-003**	**3.0000e-005**	**1.3100e-003**	**3.4000e-004**	**2.0000e-005**	**3.7000e-004**	**0.0000**	**1.6959**	**1.6959**	**5.0000e-005**	**1.6000e-004**	**1.7463**

3.3 Site Preparation - 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					
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	1.1100e-003	0.0118	6.6300e-003	2.0000e-005		4.8000e-004	4.8000e-004		4.4000e-004	4.4000e-004	0.0000	1.5113	1.5113	4.9000e-004	0.0000	1.5235
Total	**1.1100e-003**	**0.0118**	**6.6300e-003**	**2.0000e-005**	**6.2700e-003**	**4.8000e-004**	**6.7500e-003**	**3.0000e-003**	**4.4000e-004**	**3.4400e-003**	**0.0000**	**1.5113**	**1.5113**	**4.9000e-004**	**0.0000**	**1.5235**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 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	2.0000e-005	1.0000e-005	1.7000e-004	0.0000	6.0000e-005	0.0000	6.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0483	0.0483	0.0000	0.0000	0.0487
Total	**2.0000e-005**	**1.0000e-005**	**1.7000e-004**	**0.0000**	**6.0000e-005**	**0.0000**	**6.0000e-005**	**2.0000e-005**	**0.0000**	**2.0000e-005**	**0.0000**	**0.0483**	**0.0483**	**0.0000**	**0.0000**	**0.0487**

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	1.1100e-003	0.0118	6.6300e-003	2.0000e-005		4.8000e-004	4.8000e-004		4.4000e-004	4.4000e-004	0.0000	1.5113	1.5113	4.9000e-004	0.0000	1.5235
Total	**1.1100e-003**	**0.0118**	**6.6300e-003**	**2.0000e-005**	**6.2700e-003**	**4.8000e-004**	**6.7500e-003**	**3.0000e-003**	**4.4000e-004**	**3.4400e-003**	**0.0000**	**1.5113**	**1.5113**	**4.9000e-004**	**0.0000**	**1.5235**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 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	2.0000e-005	1.0000e-005	1.7000e-004	0.0000	6.0000e-005	0.0000	6.0000e-005	2.0000e-005	0.0000	2.0000e-005	0.0000	0.0483	0.0483	0.0000	0.0000	0.0487
Total	**2.0000e-005**	**1.0000e-005**	**1.7000e-004**	**0.0000**	**6.0000e-005**	**0.0000**	**6.0000e-005**	**2.0000e-005**	**0.0000**	**2.0000e-005**	**0.0000**	**0.0483**	**0.0483**	**0.0000**	**0.0000**	**0.0487**

3.4 Grading - 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					
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	2.6000e-003	0.0276	0.0174	4.0000e-005		1.1400e-003	1.1400e-003		1.0500e-003	1.0500e-003	0.0000	3.6207	3.6207	1.1700e-003	0.0000	3.6500
Total	**2.6000e-003**	**0.0276**	**0.0174**	**4.0000e-005**	**0.0142**	**1.1400e-003**	**0.0153**	**6.8500e-003**	**1.0500e-003**	**7.9000e-003**	**0.0000**	**3.6207**	**3.6207**	**1.1700e-003**	**0.0000**	**3.6500**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 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	5.0000e-005	3.0000e-005	4.1000e-004	0.0000	1.6000e-004	0.0000	1.6000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1208	0.1208	0.0000	0.0000	0.1218
Total	**5.0000e-005**	**3.0000e-005**	**4.1000e-004**	**0.0000**	**1.6000e-004**	**0.0000**	**1.6000e-004**	**4.0000e-005**	**0.0000**	**4.0000e-005**	**0.0000**	**0.1208**	**0.1208**	**0.0000**	**0.0000**	**0.1218**

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	2.6000e-003	0.0276	0.0174	4.0000e-005		1.1400e-003	1.1400e-003		1.0500e-003	1.0500e-003	0.0000	3.6207	3.6207	1.1700e-003	0.0000	3.6500
Total	**2.6000e-003**	**0.0276**	**0.0174**	**4.0000e-005**	**0.0142**	**1.1400e-003**	**0.0153**	**6.8500e-003**	**1.0500e-003**	**7.9000e-003**	**0.0000**	**3.6207**	**3.6207**	**1.1700e-003**	**0.0000**	**3.6500**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 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	5.0000e-005	3.0000e-005	4.1000e-004	0.0000	1.6000e-004	0.0000	1.6000e-004	4.0000e-005	0.0000	4.0000e-005	0.0000	0.1208	0.1208	0.0000	0.0000	0.1218
Total	**5.0000e-005**	**3.0000e-005**	**4.1000e-004**	**0.0000**	**1.6000e-004**	**0.0000**	**1.6000e-004**	**4.0000e-005**	**0.0000**	**4.0000e-005**	**0.0000**	**0.1208**	**0.1208**	**0.0000**	**0.0000**	**0.1218**

3.5 Paving - 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	3.0900e-003	0.0293	0.0441	7.0000e-005		1.4100e-003	1.4100e-003		1.3000e-003	1.3000e-003	0.0000	5.8870	5.8870	1.8700e-003	0.0000	5.9337
Paving	5.4000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**3.6300e-003**	**0.0293**	**0.0441**	**7.0000e-005**		**1.4100e-003**	**1.4100e-003**		**1.3000e-003**	**1.3000e-003**	**0.0000**	**5.8870**	**5.8870**	**1.8700e-003**	**0.0000**	**5.9337**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Paving - 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	1.6000e-004	1.0000e-004	1.3500e-003	0.0000	5.1000e-004	0.0000	5.2000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.3926	0.3926	1.0000e-005	1.0000e-005	0.3960
Total	**1.6000e-004**	**1.0000e-004**	**1.3500e-003**	**0.0000**	**5.1000e-004**	**0.0000**	**5.2000e-004**	**1.4000e-004**	**0.0000**	**1.4000e-004**	**0.0000**	**0.3926**	**0.3926**	**1.0000e-005**	**1.0000e-005**	**0.3960**

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	3.0900e-003	0.0293	0.0441	7.0000e-005		1.4100e-003	1.4100e-003		1.3000e-003	1.3000e-003	0.0000	5.8870	5.8870	1.8700e-003	0.0000	5.9337
Paving	5.4000e-004					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total	**3.6300e-003**	**0.0293**	**0.0441**	**7.0000e-005**		**1.4100e-003**	**1.4100e-003**		**1.3000e-003**	**1.3000e-003**	**0.0000**	**5.8870**	**5.8870**	**1.8700e-003**	**0.0000**	**5.9337**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Paving - 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	1.6000e-004	1.0000e-004	1.3500e-003	0.0000	5.1000e-004	0.0000	5.2000e-004	1.4000e-004	0.0000	1.4000e-004	0.0000	0.3926	0.3926	1.0000e-005	1.0000e-005	0.3960
Total	**1.6000e-004**	**1.0000e-004**	**1.3500e-003**	**0.0000**	**5.1000e-004**	**0.0000**	**5.2000e-004**	**1.4000e-004**	**0.0000**	**1.4000e-004**	**0.0000**	**0.3926**	**0.3926**	**1.0000e-005**	**1.0000e-005**	**0.3960**

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	0.0824	0.6417	0.7260	1.2800e-003		0.0261	0.0261		0.0252	0.0252	0.0000	105.3345	105.3345	0.0175	0.0000	105.7731
Total	**0.0824**	**0.6417**	**0.7260**	**1.2800e-003**		**0.0261**	**0.0261**		**0.0252**	**0.0252**	**0.0000**	**105.3345**	**105.3345**	**0.0175**	**0.0000**	**105.7731**

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	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	2.4000e-004	0.0103	3.1600e-003	5.0000e-005	1.5200e-003	6.0000e-005	1.5800e-003	4.4000e-004	6.0000e-005	5.0000e-004	0.0000	4.5082	4.5082	9.0000e-005	6.7000e-004	4.7092
Worker	1.3900e-003	9.1000e-004	0.0120	4.0000e-005	4.5800e-003	2.0000e-005	4.6100e-003	1.2200e-003	2.0000e-005	1.2400e-003	0.0000	3.5033	3.5033	9.0000e-005	9.0000e-005	3.5331
Total	**1.6300e-003**	**0.0112**	**0.0152**	**9.0000e-005**	**6.1000e-003**	**8.0000e-005**	**6.1900e-003**	**1.6600e-003**	**8.0000e-005**	**1.7400e-003**	**0.0000**	**8.0116**	**8.0116**	**1.8000e-004**	**7.6000e-004**	**8.2423**

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	0.0824	0.6417	0.7260	1.2800e-003		0.0261	0.0261		0.0252	0.0252	0.0000	105.3344	105.3344	0.0175	0.0000	105.7730
Total	**0.0824**	**0.6417**	**0.7260**	**1.2800e-003**		**0.0261**	**0.0261**		**0.0252**	**0.0252**	**0.0000**	**105.3344**	**105.3344**	**0.0175**	**0.0000**	**105.7730**

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	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	2.4000e-004	0.0103	3.1600e-003	5.0000e-005	1.5200e-003	6.0000e-005	1.5800e-003	4.4000e-004	6.0000e-005	5.0000e-004	0.0000	4.5082	4.5082	9.0000e-005	6.7000e-004	4.7092
Worker	1.3900e-003	9.1000e-004	0.0120	4.0000e-005	4.5800e-003	2.0000e-005	4.6100e-003	1.2200e-003	2.0000e-005	1.2400e-003	0.0000	3.5033	3.5033	9.0000e-005	9.0000e-005	3.5331
Total	**1.6300e-003**	**0.0112**	**0.0152**	**9.0000e-005**	**6.1000e-003**	**8.0000e-005**	**6.1900e-003**	**1.6600e-003**	**8.0000e-005**	**1.7400e-003**	**0.0000**	**8.0116**	**8.0116**	**1.8000e-004**	**7.6000e-004**	**8.2423**

3.6 Building Construction - 2025

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	0.0556	0.4373	0.5225	9.3000e-004		0.0165	0.0165		0.0159	0.0159	0.0000	76.2855	76.2855	0.0125	0.0000	76.5969
Total	**0.0556**	**0.4373**	**0.5225**	**9.3000e-004**		**0.0165**	**0.0165**		**0.0159**	**0.0159**	**0.0000**	**76.2855**	**76.2855**	**0.0125**	**0.0000**	**76.5969**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2025

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	1.7000e-004	7.4400e-003	2.2500e-003	3.0000e-005	1.1000e-003	4.0000e-005	1.1500e-003	3.2000e-004	4.0000e-005	3.6000e-004	0.0000	3.2065	3.2065	7.0000e-005	4.7000e-004	3.3495
Worker	9.5000e-004	5.9000e-004	8.1700e-003	3.0000e-005	3.3200e-003	2.0000e-005	3.3300e-003	8.8000e-004	1.0000e-005	9.0000e-004	0.0000	2.4763	2.4763	6.0000e-005	6.0000e-005	2.4964
Total	**1.1200e-003**	**8.0300e-003**	**0.0104**	**6.0000e-005**	**4.4200e-003**	**6.0000e-005**	**4.4800e-003**	**1.2000e-003**	**5.0000e-005**	**1.2600e-003**	**0.0000**	**5.6828**	**5.6828**	**1.3000e-004**	**5.3000e-004**	**5.8459**

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	0.0556	0.4373	0.5225	9.3000e-004		0.0165	0.0165		0.0159	0.0159	0.0000	76.2854	76.2854	0.0125	0.0000	76.5968
Total	**0.0556**	**0.4373**	**0.5225**	**9.3000e-004**		**0.0165**	**0.0165**		**0.0159**	**0.0159**	**0.0000**	**76.2854**	**76.2854**	**0.0125**	**0.0000**	**76.5968**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2025

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	1.7000e-004	7.4400e-003	2.2500e-003	3.0000e-005	1.1000e-003	4.0000e-005	1.1500e-003	3.2000e-004	4.0000e-005	3.6000e-004	0.0000	3.2065	3.2065	7.0000e-005	4.7000e-004	3.3495
Worker	9.5000e-004	5.9000e-004	8.1700e-003	3.0000e-005	3.3200e-003	2.0000e-005	3.3300e-003	8.8000e-004	1.0000e-005	9.0000e-004	0.0000	2.4763	2.4763	6.0000e-005	6.0000e-005	2.4964
Total	**1.1200e-003**	**8.0300e-003**	**0.0104**	**6.0000e-005**	**4.4200e-003**	**6.0000e-005**	**4.4800e-003**	**1.2000e-003**	**5.0000e-005**	**1.2600e-003**	**0.0000**	**5.6828**	**5.6828**	**1.3000e-004**	**5.3000e-004**	**5.8459**

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	0.0159					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.5800e-003	0.0646	0.0959	1.6000e-004		3.2300e-003	3.2300e-003		3.2300e-003	3.2300e-003	0.0000	13.5322	13.5322	7.6000e-004	0.0000	13.5513
Total	**0.0255**	**0.0646**	**0.0959**	**1.6000e-004**		**3.2300e-003**	**3.2300e-003**		**3.2300e-003**	**3.2300e-003**	**0.0000**	**13.5322**	**13.5322**	**7.6000e-004**	**0.0000**	**13.5513**

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	2.5000e-004	1.7000e-004	2.2000e-003	1.0000e-005	8.4000e-004	0.0000	8.4000e-004	2.2000e-004	0.0000	2.3000e-004	0.0000	0.6403	0.6403	2.0000e-005	2.0000e-005	0.6457
Total	**2.5000e-004**	**1.7000e-004**	**2.2000e-003**	**1.0000e-005**	**8.4000e-004**	**0.0000**	**8.4000e-004**	**2.2000e-004**	**0.0000**	**2.3000e-004**	**0.0000**	**0.6403**	**0.6403**	**2.0000e-005**	**2.0000e-005**	**0.6457**

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	0.0159					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	9.5800e-003	0.0646	0.0959	1.6000e-004		3.2300e-003	3.2300e-003		3.2300e-003	3.2300e-003	0.0000	13.5322	13.5322	7.6000e-004	0.0000	13.5513
Total	**0.0255**	**0.0646**	**0.0959**	**1.6000e-004**		**3.2300e-003**	**3.2300e-003**		**3.2300e-003**	**3.2300e-003**	**0.0000**	**13.5322**	**13.5322**	**7.6000e-004**	**0.0000**	**13.5513**

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	2.5000e-004	1.7000e-004	2.2000e-003	1.0000e-005	8.4000e-004	0.0000	8.4000e-004	2.2000e-004	0.0000	2.3000e-004	0.0000	0.6403	0.6403	2.0000e-005	2.0000e-005	0.6457
Total	**2.5000e-004**	**1.7000e-004**	**2.2000e-003**	**1.0000e-005**	**8.4000e-004**	**0.0000**	**8.4000e-004**	**2.2000e-004**	**0.0000**	**2.3000e-004**	**0.0000**	**0.6403**	**0.6403**	**2.0000e-005**	**2.0000e-005**	**0.6457**

3.7 Architectural Coating - 2025

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	0.0141					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	8.0300e-003	0.0538	0.0850	1.4000e-004		2.4200e-003	2.4200e-003		2.4200e-003	2.4200e-003	0.0000	12.0003	12.0003	6.5000e-004	0.0000	12.0167
Total	**0.0222**	**0.0538**	**0.0850**	**1.4000e-004**		**2.4200e-003**	**2.4200e-003**		**2.4200e-003**	**2.4200e-003**	**0.0000**	**12.0003**	**12.0003**	**6.5000e-004**	**0.0000**	**12.0167**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2025

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	2.1000e-004	1.3000e-004	1.8300e-003	1.0000e-005	7.4000e-004	0.0000	7.5000e-004	2.0000e-004	0.0000	2.0000e-004	0.0000	0.5542	0.5542	1.0000e-005	1.0000e-005	0.5587
Total	**2.1000e-004**	**1.3000e-004**	**1.8300e-003**	**1.0000e-005**	**7.4000e-004**	**0.0000**	**7.5000e-004**	**2.0000e-004**	**0.0000**	**2.0000e-004**	**0.0000**	**0.5542**	**0.5542**	**1.0000e-005**	**1.0000e-005**	**0.5587**

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	0.0141					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Off-Road	8.0300e-003	0.0538	0.0850	1.4000e-004		2.4200e-003	2.4200e-003		2.4200e-003	2.4200e-003	0.0000	12.0003	12.0003	6.5000e-004	0.0000	12.0166
Total	**0.0222**	**0.0538**	**0.0850**	**1.4000e-004**		**2.4200e-003**	**2.4200e-003**		**2.4200e-003**	**2.4200e-003**	**0.0000**	**12.0003**	**12.0003**	**6.5000e-004**	**0.0000**	**12.0166**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2025

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	2.1000e-004	1.3000e-004	1.8300e-003	1.0000e-005	7.4000e-004	0.0000	7.5000e-004	2.0000e-004	0.0000	2.0000e-004	0.0000	0.5542	0.5542	1.0000e-005	1.0000e-005	0.5587
Total	**2.1000e-004**	**1.3000e-004**	**1.8300e-003**	**1.0000e-005**	**7.4000e-004**	**0.0000**	**7.5000e-004**	**2.0000e-004**	**0.0000**	**2.0000e-004**	**0.0000**	**0.5542**	**0.5542**	**1.0000e-005**	**1.0000e-005**	**0.5587**

4.0 Operational Detail - Mobile

4.1 Mitigation Measures Mobile

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	0.3895	0.4511	3.7695	8.0800e-003	0.8982	5.9200e-003	0.9041	0.2400	5.5100e-003	0.2455	0.0000	764.2708	764.2708	0.0472	0.0354	775.9924
Unmitigated	0.3895	0.4511	3.7695	8.0800e-003	0.8982	5.9200e-003	0.9041	0.2400	5.5100e-003	0.2455	0.0000	764.2708	764.2708	0.0472	0.0354	775.9924

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Fast Food Restaurant with Drive Thru	910.98	910.98	910.98	2,436,714	2,436,714
Parking Lot	0.00	0.00	0.00		
Total	910.98	910.98	910.98	2,436,714	2,436,714

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
Fast Food Restaurant with Drive	9.50	7.30	7.30	2.20	78.80	19.00	100	0	0
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Fast Food Restaurant with Drive Thru	0.553839	0.058700	0.188468	0.120786	0.022796	0.005663	0.010629	0.007566	0.000983	0.000556	0.026354	0.000841	0.002820
Parking Lot	0.553839	0.058700	0.188468	0.120786	0.022796	0.005663	0.010629	0.007566	0.000983	0.000556	0.026354	0.000841	0.002820

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	15.5616	15.5616	2.5200e-003	3.1000e-004	15.7155
Electricity Unmitigated						0.0000	0.0000		0.0000	0.0000	0.0000	15.5616	15.5616	2.5200e-003	3.1000e-004	15.7155
NaturalGas Mitigated	5.6200e-003	0.0511	0.0429	3.1000e-004		3.8800e-003	3.8800e-003		3.8800e-003	3.8800e-003	0.0000	55.6133	55.6133	1.0700e-003	1.0200e-003	55.9438
NaturalGas Unmitigated	5.6200e-003	0.0511	0.0429	3.1000e-004		3.8800e-003	3.8800e-003		3.8800e-003	3.8800e-003	0.0000	55.6133	55.6133	1.0700e-003	1.0200e-003	55.9438

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					
Fast Food Restaurant with Drive Thru	1.04215e+006	5.6200e-003	0.0511	0.0429	3.1000e-004		3.8800e-003	3.8800e-003		3.8800e-003	3.8800e-003	0.0000	55.6133	55.6133	1.0700e-003	1.0200e-003	55.9438
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**5.6200e-003**	**0.0511**	**0.0429**	**3.1000e-004**		**3.8800e-003**	**3.8800e-003**		**3.8800e-003**	**3.8800e-003**	**0.0000**	**55.6133**	**55.6133**	**1.0700e-003**	**1.0200e-003**	**55.9438**

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					
Fast Food Restaurant with Drive Thru	1.04215e+006	5.6200e-003	0.0511	0.0429	3.1000e-004		3.8800e-003	3.8800e-003		3.8800e-003	3.8800e-003	0.0000	55.6133	55.6133	1.0700e-003	1.0200e-003	55.9438
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Total		**5.6200e-003**	**0.0511**	**0.0429**	**3.1000e-004**		**3.8800e-003**	**3.8800e-003**		**3.8800e-003**	**3.8800e-003**	**0.0000**	**55.6133**	**55.6133**	**1.0700e-003**	**1.0200e-003**	**55.9438**

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			
Fast Food Restaurant with Drive Thru	161751	14.9658	2.4200e-003	2.9000e-004	15.1138
Parking Lot	6440	0.5959	1.0000e-004	1.0000e-005	0.6018
Total		**15.5616**	**2.5200e-003**	**3.0000e-004**	**15.7155**

Mitigated

	Electricity Use	Total CO2	CH4	N2O	CO2e
Land Use	kWh/yr	MT/yr			
Fast Food Restaurant with Drive Thru	161751	14.9658	2.4200e-003	2.9000e-004	15.1138
Parking Lot	6440	0.5959	1.0000e-004	1.0000e-005	0.6018
Total		**15.5616**	**2.5200e-003**	**3.0000e-004**	**15.7155**

6.0 Area Detail

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	tons/yr										MT/yr					
Mitigated	0.0239	0.0000	4.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	9.1000e-004	9.1000e-004	0.0000	0.0000	9.7000e-004
Unmitigated	0.0239	0.0000	4.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	9.1000e-004	9.1000e-004	0.0000	0.0000	9.7000e-004

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	3.0100e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0208					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	4.0000e-005	0.0000	4.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	9.1000e-004	9.1000e-004	0.0000	0.0000	9.7000e-004
Total	**0.0239**	**0.0000**	**4.7000e-004**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**9.1000e-004**	**9.1000e-004**	**0.0000**	**0.0000**	**9.7000e-004**

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	3.0100e-003					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Consumer Products	0.0208					0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Landscaping	4.0000e-005	0.0000	4.7000e-004	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	9.1000e-004	9.1000e-004	0.0000	0.0000	9.7000e-004
Total	**0.0239**	**0.0000**	**4.7000e-004**	**0.0000**		**0.0000**	**0.0000**		**0.0000**	**0.0000**	**0.0000**	**9.1000e-004**	**9.1000e-004**	**0.0000**	**0.0000**	**9.7000e-004**

7.0 Water Detail

7.1 Mitigation Measures Water

Apply Water Conservation Strategy

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	1.2740	0.0499	1.1900e-003	2.8756
Unmitigated	1.2803	0.0499	1.1900e-003	2.8820

7.2 Water by Land Use

Unmitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Fast Food Restaurant with Drive Thru	1.52677 / 0.0974537	1.2803	0.0499	1.1900e-003	2.8820
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**1.2803**	**0.0499**	**1.1900e-003**	**2.8820**

7.2 Water by Land Use

Mitigated

	Indoor/Outdoor Use	Total CO2	CH4	N2O	CO2e
Land Use	Mgal	MT/yr			
Fast Food Restaurant with Drive Thru	1.52677 / 0.077963	1.2740	0.0499	1.1900e-003	2.8756
Parking Lot	0 / 0	0.0000	0.0000	0.0000	0.0000
Total		**1.2740**	**0.0499**	**1.1900e-003**	**2.8756**

8.0 Waste Detail

8.1 Mitigation Measures Waste

Category/Year

	Total CO2	CH4	N2O	CO2e
	MT/yr			
Mitigated	11.7613	0.6951	0.0000	29.1381
Unmitigated	11.7613	0.6951	0.0000	29.1381

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			
Fast Food Restaurant with Drive Thru	57.94	11.7613	0.6951	0.0000	29.1381
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		**11.7613**	**0.6951**	**0.0000**	**29.1381**

Mitigated

	Waste Disposed	Total CO2	CH4	N2O	CO2e
Land Use	tons	MT/yr			
Fast Food Restaurant with Drive Thru	57.94	11.7613	0.6951	0.0000	29.1381
Parking Lot	0	0.0000	0.0000	0.0000	0.0000
Total		**11.7613**	**0.6951**	**0.0000**	**29.1381**

9.0 Operational Offroad

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Chick-fil-A @ Sutter Boulevard

Bay Area AQMD Air District, Summer

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	46.00	Space	0.41	18,400.00	0
Fast Food Restaurant with Drive Thru	5.03	1000sqft	1.41	5,028.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	64
Climate Zone	4			**Operational Year**	2025
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 updated to represent total acreage of project site.

Construction Phase - Architectural coating assumed to start two weeks after building construction initiation and lasts for the same duration.

Demolition - Building square footage is equal to the existing building on-site.

Vehicle Trips - Updated to be consistent with the project-specific traffic report.

Water Mitigation - Compliant with MWELO.

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	200.00
tblLandUse	LandUseSquareFeet	5,030.00	5,028.00
tblLandUse	LotAcreage	0.12	1.41

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblVehicleTrips	DV_TP	21.00	0.00
tblVehicleTrips	PB_TP	50.00	0.00
tblVehicleTrips	PR_TP	29.00	100.00
tblVehicleTrips	ST_TR	616.12	181.11
tblVehicleTrips	SU_TR	472.58	181.11
tblVehicleTrips	WD_TR	470.95	181.11

2.0 Emissions Summary

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					
2024	1.9359	14.1074	14.6483	0.0267	7.1647	0.6333	7.7374	3.4465	0.5916	3.9734	0.0000	2,517.6851	2,517.6851	0.6471	0.0180	2,537.8968
2025	1.8287	11.7443	14.5517	0.0266	0.1257	0.4455	0.5712	0.0340	0.4314	0.4654	0.0000	2,450.9470	2,450.9470	0.3458	0.0142	2,463.8359
Maximum	**1.9359**	**14.1074**	**14.6483**	**0.0267**	**7.1647**	**0.6333**	**7.7374**	**3.4465**	**0.5916**	**3.9734**	**0.0000**	**2,517.6851**	**2,517.6851**	**0.6471**	**0.0180**	**2,537.8968**

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					
2024	1.9359	14.1074	14.6483	0.0267	7.1647	0.6333	7.7374	3.4465	0.5916	3.9734	0.0000	2,517.6851	2,517.6851	0.6471	0.0180	2,537.8968
2025	1.8287	11.7443	14.5517	0.0266	0.1257	0.4455	0.5712	0.0340	0.4314	0.4654	0.0000	2,450.9470	2,450.9470	0.3458	0.0142	2,463.8359
Maximum	**1.9359**	**14.1074**	**14.6483**	**0.0267**	**7.1647**	**0.6333**	**7.7374**	**3.4465**	**0.5916**	**3.9734**	**0.0000**	**2,517.6851**	**2,517.6851**	**0.6471**	**0.0180**	**2,537.8968**

Chick-fil-A @ Sutter Boulevard - 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	N20	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

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	0.1311	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119
Energy	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038
Mobile	2.3673	2.2815	20.7417	0.0468	5.1290	0.0326	5.1615	1.3661	0.0303	1.3964		4,879.4818	4,879.4818	0.2687	0.2037	4,946.8904
Total	**2.5292**	**2.5615**	**20.9820**	**0.0485**	**5.1290**	**0.0538**	**5.1828**	**1.3661**	**0.0516**	**1.4177**		**5,215.4007**	**5,215.4007**	**0.2752**	**0.2098**	**5,284.8061**

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	0.1311	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119
Energy	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038
Mobile	2.3673	2.2815	20.7417	0.0468	5.1290	0.0326	5.1615	1.3661	0.0303	1.3964		4,879.4818	4,879.4818	0.2687	0.2037	4,946.8904
Total	**2.5292**	**2.5615**	**20.9820**	**0.0485**	**5.1290**	**0.0538**	**5.1828**	**1.3661**	**0.0516**	**1.4177**		**5,215.4007**	**5,215.4007**	**0.2752**	**0.2098**	**5,284.8061**

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	N20	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	6/3/2024	6/28/2024	5	20	
2	Site Preparation	Site Preparation	6/29/2024	7/2/2024	5	2	
3	Grading	Grading	7/3/2024	7/8/2024	5	4	
4	Paving	Paving	7/9/2024	7/22/2024	5	10	
5	Building Construction	Building Construction	7/23/2024	4/28/2025	5	200	
6	Architectural Coating	Architectural Coating	8/6/2024	5/12/2025	5	200	

Acres of Grading (Site Preparation Phase): 1.88

Acres of Grading (Grading Phase): 4

Acres of Paving: 0.41

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 7,542; Non-Residential Outdoor: 2,514; Striped Parking Area: 1,104 (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

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	31.00	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	10.00	4.00	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	2.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 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					
Fugitive Dust					0.3396	0.0000	0.3396	0.0514	0.0000	0.0514			0.0000			0.0000
Off-Road	1.4397	13.8867	13.4879	0.0241		0.6311	0.6311		0.5895	0.5895		2,324.9459	2,324.9459	0.5884		2,339.6562
Total	**1.4397**	**13.8867**	**13.4879**	**0.0241**	**0.3396**	**0.6311**	**0.9707**	**0.0514**	**0.5895**	**0.6409**		**2,324.9459**	**2,324.9459**	**0.5884**		**2,339.6562**

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	3.3100e-003	0.2027	0.0495	9.2000e-004	0.0271	1.7100e-003	0.0288	7.4300e-003	1.6400e-003	9.0700e-003		100.3403	100.3403	3.3600e-003	0.0159	105.1632
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	0.0329	0.0180	0.2896	9.0000e-004	0.1068	5.0000e-004	0.1073	0.0283	4.6000e-004	0.0288		92.3990	92.3990	2.1600e-003	2.1000e-003	93.0774
Total	**0.0362**	**0.2207**	**0.3391**	**1.8200e-003**	**0.1339**	**2.2100e-003**	**0.1361**	**0.0358**	**2.1000e-003**	**0.0379**		**192.7393**	**192.7393**	**5.5200e-003**	**0.0180**	**198.2406**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 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					
Fugitive Dust					0.3396	0.0000	0.3396	0.0514	0.0000	0.0514			0.0000			0.0000
Off-Road	1.4397	13.8867	13.4879	0.0241		0.6311	0.6311		0.5895	0.5895	0.0000	2,324.9459	2,324.9459	0.5884		2,339.6562
Total	**1.4397**	**13.8867**	**13.4879**	**0.0241**	**0.3396**	**0.6311**	**0.9707**	**0.0514**	**0.5895**	**0.6409**	**0.0000**	**2,324.9459**	**2,324.9459**	**0.5884**		**2,339.6562**

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	3.3100e-003	0.2027	0.0495	9.2000e-004	0.0271	1.7100e-003	0.0288	7.4300e-003	1.6400e-003	9.0700e-003		100.3403	100.3403	3.3600e-003	0.0159	105.1632
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	0.0329	0.0180	0.2896	9.0000e-004	0.1068	5.0000e-004	0.1073	0.0283	4.6000e-004	0.0288		92.3990	92.3990	2.1600e-003	2.1000e-003	93.0774
Total	**0.0362**	**0.2207**	**0.3391**	**1.8200e-003**	**0.1339**	**2.2100e-003**	**0.1361**	**0.0358**	**2.1000e-003**	**0.0379**		**192.7393**	**192.7393**	**5.5200e-003**	**0.0180**	**198.2406**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 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					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1067	11.8407	6.6317	0.0172		0.4823	0.4823		0.4437	0.4437		1,665.8826	1,665.8826	0.5388		1,679.3521
Total	**1.1067**	**11.8407**	**6.6317**	**0.0172**	**6.2662**	**0.4823**	**6.7485**	**3.0041**	**0.4437**	**3.4478**		**1,665.8826**	**1,665.8826**	**0.5388**		**1,679.3521**

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	0.0202	0.0111	0.1782	5.5000e-004	0.0657	3.1000e-004	0.0660	0.0174	2.9000e-004	0.0177		56.8609	56.8609	1.3300e-003	1.2900e-003	57.2784
Total	**0.0202**	**0.0111**	**0.1782**	**5.5000e-004**	**0.0657**	**3.1000e-004**	**0.0660**	**0.0174**	**2.9000e-004**	**0.0177**		**56.8609**	**56.8609**	**1.3300e-003**	**1.2900e-003**	**57.2784**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 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					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1067	11.8407	6.6317	0.0172		0.4823	0.4823		0.4437	0.4437	0.0000	1,665.8826	1,665.8826	0.5388		1,679.3521
Total	**1.1067**	**11.8407**	**6.6317**	**0.0172**	**6.2662**	**0.4823**	**6.7485**	**3.0041**	**0.4437**	**3.4478**	**0.0000**	**1,665.8826**	**1,665.8826**	**0.5388**		**1,679.3521**

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	0.0202	0.0111	0.1782	5.5000e-004	0.0657	3.1000e-004	0.0660	0.0174	2.9000e-004	0.0177		56.8609	56.8609	1.3300e-003	1.2900e-003	57.2784
Total	**0.0202**	**0.0111**	**0.1782**	**5.5000e-004**	**0.0657**	**3.1000e-004**	**0.0660**	**0.0174**	**2.9000e-004**	**0.0177**		**56.8609**	**56.8609**	**1.3300e-003**	**1.2900e-003**	**57.2784**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 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					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3015	13.8178	8.6998	0.0206		0.5722	0.5722		0.5265	0.5265		1,995.5803	1,995.5803	0.6454		2,011.7155
Total	**1.3015**	**13.8178**	**8.6998**	**0.0206**	**7.0826**	**0.5722**	**7.6548**	**3.4247**	**0.5265**	**3.9512**		**1,995.5803**	**1,995.5803**	**0.6454**		**2,011.7155**

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	0.0253	0.0139	0.2228	6.9000e-004	0.0822	3.9000e-004	0.0825	0.0218	3.6000e-004	0.0222		71.0761	71.0761	1.6600e-003	1.6100e-003	71.5980
Total	**0.0253**	**0.0139**	**0.2228**	**6.9000e-004**	**0.0822**	**3.9000e-004**	**0.0825**	**0.0218**	**3.6000e-004**	**0.0222**		**71.0761**	**71.0761**	**1.6600e-003**	**1.6100e-003**	**71.5980**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 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					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3015	13.8178	8.6998	0.0206		0.5722	0.5722		0.5265	0.5265	0.0000	1,995.5803	1,995.5803	0.6454		2,011.7155
Total	**1.3015**	**13.8178**	**8.6998**	**0.0206**	**7.0826**	**0.5722**	**7.6548**	**3.4247**	**0.5265**	**3.9512**	**0.0000**	**1,995.5803**	**1,995.5803**	**0.6454**		**2,011.7155**

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	0.0253	0.0139	0.2228	6.9000e-004	0.0822	3.9000e-004	0.0825	0.0218	3.6000e-004	0.0222		71.0761	71.0761	1.6600e-003	1.6100e-003	71.5980
Total	**0.0253**	**0.0139**	**0.2228**	**6.9000e-004**	**0.0822**	**3.9000e-004**	**0.0825**	**0.0218**	**3.6000e-004**	**0.0222**		**71.0761**	**71.0761**	**1.6600e-003**	**1.6100e-003**	**71.5980**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Paving - 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	0.6180	5.8607	8.8253	0.0136		0.2810	0.2810		0.2594	0.2594		1,297.8688	1,297.8688	0.4114		1,308.1547
Paving	0.1074					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7254**	**5.8607**	**8.8253**	**0.0136**		**0.2810**	**0.2810**		**0.2594**	**0.2594**		**1,297.8688**	**1,297.8688**	**0.4114**		**1,308.1547**

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	0.0329	0.0180	0.2896	9.0000e-004	0.1068	5.0000e-004	0.1073	0.0283	4.6000e-004	0.0288		92.3990	92.3990	2.1600e-003	2.1000e-003	93.0774
Total	**0.0329**	**0.0180**	**0.2896**	**9.0000e-004**	**0.1068**	**5.0000e-004**	**0.1073**	**0.0283**	**4.6000e-004**	**0.0288**		**92.3990**	**92.3990**	**2.1600e-003**	**2.1000e-003**	**93.0774**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Paving - 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	0.6180	5.8607	8.8253	0.0136		0.2810	0.2810		0.2594	0.2594	0.0000	1,297.8688	1,297.8688	0.4114		1,308.1547
Paving	0.1074					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7254**	**5.8607**	**8.8253**	**0.0136**		**0.2810**	**0.2810**		**0.2594**	**0.2594**	**0.0000**	**1,297.8688**	**1,297.8688**	**0.4114**		**1,308.1547**

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	0.0329	0.0180	0.2896	9.0000e-004	0.1068	5.0000e-004	0.1073	0.0283	4.6000e-004	0.0288		92.3990	92.3990	2.1600e-003	2.1000e-003	93.0774
Total	**0.0329**	**0.0180**	**0.2896**	**9.0000e-004**	**0.1068**	**5.0000e-004**	**0.1073**	**0.0283**	**4.6000e-004**	**0.0288**		**92.3990**	**92.3990**	**2.1600e-003**	**2.1000e-003**	**93.0774**

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	4.2300e-003	0.1716	0.0536	8.0000e-004	0.0271	1.0500e-003	0.0281	7.8000e-003	1.0000e-003	8.8000e-003		85.6278	85.6278	1.7700e-003	0.0127	89.4438
Worker	0.0253	0.0139	0.2228	6.9000e-004	0.0822	3.9000e-004	0.0825	0.0218	3.6000e-004	0.0222		71.0761	71.0761	1.6600e-003	1.6100e-003	71.5980
Total	**0.0295**	**0.1855**	**0.2764**	**1.4900e-003**	**0.1092**	**1.4400e-003**	**0.1107**	**0.0296**	**1.3600e-003**	**0.0310**		**156.7039**	**156.7039**	**3.4300e-003**	**0.0143**	**161.0418**

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	2,001.9214	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**

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	4.2300e-003	0.1716	0.0536	8.0000e-004	0.0271	1.0500e-003	0.0281	7.8000e-003	1.0000e-003	8.8000e-003		85.6278	85.6278	1.7700e-003	0.0127	89.4438
Worker	0.0253	0.0139	0.2228	6.9000e-004	0.0822	3.9000e-004	0.0825	0.0218	3.6000e-004	0.0222		71.0761	71.0761	1.6600e-003	1.6100e-003	71.5980
Total	**0.0295**	**0.1855**	**0.2764**	**1.4900e-003**	**0.1092**	**1.4400e-003**	**0.1107**	**0.0296**	**1.3600e-003**	**0.0310**		**156.7039**	**156.7039**	**3.4300e-003**	**0.0143**	**161.0418**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2025

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	1.3246	10.4128	12.4393	0.0221		0.3925	0.3925		0.3785	0.3785		2,002.1524	2,002.1524	0.3269		2,010.3248
Total	**1.3246**	**10.4128**	**12.4393**	**0.0221**		**0.3925**	**0.3925**		**0.3785**	**0.3785**		**2,002.1524**	**2,002.1524**	**0.3269**		**2,010.3248**

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	4.1300e-003	0.1710	0.0527	7.8000e-004	0.0271	1.0500e-003	0.0281	7.8000e-003	1.0000e-003	8.8000e-003		84.1039	84.1039	1.7600e-003	0.0124	87.8510
Worker	0.0237	0.0125	0.2088	6.7000e-004	0.0822	3.7000e-004	0.0825	0.0218	3.4000e-004	0.0221		69.3688	69.3688	1.5100e-003	1.5100e-003	69.8569
Total	**0.0279**	**0.1835**	**0.2615**	**1.4500e-003**	**0.1092**	**1.4200e-003**	**0.1107**	**0.0296**	**1.3400e-003**	**0.0309**		**153.4727**	**153.4727**	**3.2700e-003**	**0.0139**	**157.7079**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2025

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	1.3246	10.4128	12.4393	0.0221		0.3925	0.3925		0.3785	0.3785	0.0000	2,002.1524	2,002.1524	0.3269		2,010.3248
Total	**1.3246**	**10.4128**	**12.4393**	**0.0221**		**0.3925**	**0.3925**		**0.3785**	**0.3785**	**0.0000**	**2,002.1524**	**2,002.1524**	**0.3269**		**2,010.3248**

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	4.1300e-003	0.1710	0.0527	7.8000e-004	0.0271	1.0500e-003	0.0281	7.8000e-003	1.0000e-003	8.8000e-003		84.1039	84.1039	1.7600e-003	0.0124	87.8510
Worker	0.0237	0.0125	0.2088	6.7000e-004	0.0822	3.7000e-004	0.0825	0.0218	3.4000e-004	0.0221		69.3688	69.3688	1.5100e-003	1.5100e-003	69.8569
Total	**0.0279**	**0.1835**	**0.2615**	**1.4500e-003**	**0.1092**	**1.4200e-003**	**0.1107**	**0.0296**	**1.3400e-003**	**0.0309**		**153.4727**	**153.4727**	**3.2700e-003**	**0.0139**	**157.7079**

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	0.3006					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	**0.4813**	**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	5.0500e-003	2.7700e-003	0.0446	1.4000e-004	0.0164	8.0000e-005	0.0165	4.3600e-003	7.0000e-005	4.4300e-003		14.2152	14.2152	3.3000e-004	3.2000e-004	14.3196
Total	**5.0500e-003**	**2.7700e-003**	**0.0446**	**1.4000e-004**	**0.0164**	**8.0000e-005**	**0.0165**	**4.3600e-003**	**7.0000e-005**	**4.4300e-003**		**14.2152**	**14.2152**	**3.3000e-004**	**3.2000e-004**	**14.3196**

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	0.3006					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	**0.4813**	**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	5.0500e-003	2.7700e-003	0.0446	1.4000e-004	0.0164	8.0000e-005	0.0165	4.3600e-003	7.0000e-005	4.4300e-003		14.2152	14.2152	3.3000e-004	3.2000e-004	14.3196
Total	**5.0500e-003**	**2.7700e-003**	**0.0446**	**1.4000e-004**	**0.0164**	**8.0000e-005**	**0.0165**	**4.3600e-003**	**7.0000e-005**	**4.4300e-003**		**14.2152**	**14.2152**	**3.3000e-004**	**3.2000e-004**	**14.3196**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2025

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	0.3006					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319
Total	**0.4714**	**1.1455**	**1.8091**	**2.9700e-003**		**0.0515**	**0.0515**		**0.0515**	**0.0515**		**281.4481**	**281.4481**	**0.0154**		**281.8319**

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	4.7500e-003	2.5000e-003	0.0418	1.3000e-004	0.0164	7.0000e-005	0.0165	4.3600e-003	7.0000e-005	4.4300e-003		13.8738	13.8738	3.0000e-004	3.0000e-004	13.9714
Total	**4.7500e-003**	**2.5000e-003**	**0.0418**	**1.3000e-004**	**0.0164**	**7.0000e-005**	**0.0165**	**4.3600e-003**	**7.0000e-005**	**4.4300e-003**		**13.8738**	**13.8738**	**3.0000e-004**	**3.0000e-004**	**13.9714**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2025

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	0.3006					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319
Total	**0.4714**	**1.1455**	**1.8091**	**2.9700e-003**		**0.0515**	**0.0515**		**0.0515**	**0.0515**	**0.0000**	**281.4481**	**281.4481**	**0.0154**		**281.8319**

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	4.7500e-003	2.5000e-003	0.0418	1.3000e-004	0.0164	7.0000e-005	0.0165	4.3600e-003	7.0000e-005	4.4300e-003		13.8738	13.8738	3.0000e-004	3.0000e-004	13.9714
Total	**4.7500e-003**	**2.5000e-003**	**0.0418**	**1.3000e-004**	**0.0164**	**7.0000e-005**	**0.0165**	**4.3600e-003**	**7.0000e-005**	**4.4300e-003**		**13.8738**	**13.8738**	**3.0000e-004**	**3.0000e-004**	**13.9714**

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	2.3673	2.2815	20.7417	0.0468	5.1290	0.0326	5.1615	1.3661	0.0303	1.3964		4,879.4818	4,879.4818	0.2687	0.2037	4,946.8904
Unmitigated	2.3673	2.2815	20.7417	0.0468	5.1290	0.0326	5.1615	1.3661	0.0303	1.3964		4,879.4818	4,879.4818	0.2687	0.2037	4,946.8904

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Fast Food Restaurant with Drive Thru	910.98	910.98	910.98	2,436,714	2,436,714
Parking Lot	0.00	0.00	0.00		
Total	910.98	910.98	910.98	2,436,714	2,436,714

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
Fast Food Restaurant with Drive	9.50	7.30	7.30	2.20	78.80	19.00	100	0	0
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Fast Food Restaurant with Drive Thru	0.553839	0.058700	0.188468	0.120786	0.022796	0.005663	0.010629	0.007566	0.000983	0.000556	0.026354	0.000841	0.002820
Parking Lot	0.553839	0.058700	0.188468	0.120786	0.022796	0.005663	0.010629	0.007566	0.000983	0.000556	0.026354	0.000841	0.002820

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	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038
NaturalGas Unmitigated	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038

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	lb/day										lb/day					
Fast Food Restaurant with Drive Thru	2855.22	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0308**	**0.2799**	**0.2351**	**1.6800e-003**		**0.0213**	**0.0213**		**0.0213**	**0.0213**		**335.9077**	**335.9077**	**6.4400e-003**	**6.1600e-003**	**337.9038**

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					
Fast Food Restaurant with Drive Thru	2.85522	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0308**	**0.2799**	**0.2351**	**1.6800e-003**		**0.0213**	**0.0213**		**0.0213**	**0.0213**		**335.9077**	**335.9077**	**6.4400e-003**	**6.1600e-003**	**337.9038**

6.0 Area Detail

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	0.1311	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119
Unmitigated	0.1311	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119

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	0.0165					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.1141					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	4.8000e-004	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119
Total	**0.1311**	**5.0000e-005**	**5.2000e-003**	**0.0000**		**2.0000e-005**	**2.0000e-005**		**2.0000e-005**	**2.0000e-005**		**0.0112**	**0.0112**	**3.0000e-005**		**0.0119**

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	0.0165					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.1141					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	4.8000e-004	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119
Total	**0.1311**	**5.0000e-005**	**5.2000e-003**	**0.0000**		**2.0000e-005**	**2.0000e-005**		**2.0000e-005**	**2.0000e-005**		**0.0112**	**0.0112**	**3.0000e-005**		**0.0119**

7.0 Water Detail

7.1 Mitigation Measures Water

Apply Water Conservation Strategy

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

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Chick-fil-A @ Sutter Boulevard - Bay Area AQMD Air District, Winter

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Chick-fil-A @ Sutter Boulevard

Bay Area AQMD Air District, Winter

1.0 Project Characteristics

1.1 Land Usage

Land Uses	Size	Metric	Lot Acreage	Floor Surface Area	Population
Parking Lot	46.00	Space	0.41	18,400.00	0
Fast Food Restaurant with Drive Thru	5.03	1000sqft	1.41	5,028.00	0

1.2 Other Project Characteristics

Urbanization	Urban	**Wind Speed (m/s)**	2.2	**Precipitation Freq (Days)**	64
Climate Zone	4			**Operational Year**	2025
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 updated to represent total acreage of project site.

Construction Phase - Architectural coating assumed to start two weeks after building construction initiation and lasts for the same duration.

Demolition - Building square footage is equal to the existing building on-site.

Vehicle Trips - Updated to be consistent with the project-specific traffic report.

Water Mitigation - Compliant with MWELO.

Table Name	Column Name	Default Value	New Value
tblConstructionPhase	NumDays	10.00	200.00
tblLandUse	LandUseSquareFeet	5,030.00	5,028.00
tblLandUse	LotAcreage	0.12	1.41

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

tblVehicleTrips	DV_TP	21.00	0.00
tblVehicleTrips	PB_TP	50.00	0.00
tblVehicleTrips	PR_TP	29.00	100.00
tblVehicleTrips	ST_TR	616.12	181.11
tblVehicleTrips	SU_TR	472.58	181.11
tblVehicleTrips	WD_TR	470.95	181.11

2.0 Emissions Summary

Chick-fil-A @ Sutter Boulevard - 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					
2024	1.9366	14.1233	14.6398	0.0266	7.1647	0.6333	7.7374	3.4465	0.5916	3.9734	0.0000	2,511.2454	2,511.2454	0.6473	0.0183	2,531.5631
2025	1.8294	11.7577	14.5445	0.0266	0.1257	0.4455	0.5712	0.0340	0.4315	0.4654	0.0000	2,445.1954	2,445.1954	0.3461	0.0146	2,458.1807
Maximum	**1.9366**	**14.1233**	**14.6398**	**0.0266**	**7.1647**	**0.6333**	**7.7374**	**3.4465**	**0.5916**	**3.9734**	**0.0000**	**2,511.2454**	**2,511.2454**	**0.6473**	**0.0183**	**2,531.5631**

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					
2024	1.9366	14.1233	14.6398	0.0266	7.1647	0.6333	7.7374	3.4465	0.5916	3.9734	0.0000	2,511.2454	2,511.2454	0.6473	0.0183	2,531.5631
2025	1.8294	11.7577	14.5445	0.0266	0.1257	0.4455	0.5712	0.0340	0.4315	0.4654	0.0000	2,445.1954	2,445.1954	0.3461	0.0146	2,458.1807
Maximum	**1.9366**	**14.1233**	**14.6398**	**0.0266**	**7.1647**	**0.6333**	**7.7374**	**3.4465**	**0.5916**	**3.9734**	**0.0000**	**2,511.2454**	**2,511.2454**	**0.6473**	**0.0183**	**2,531.5631**

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	N20	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

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	0.1311	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119
Energy	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038
Mobile	2.1458	2.6201	22.0407	0.0442	5.1290	0.0326	5.1615	1.3661	0.0303	1.3964		4,606.9209	4,606.9209	0.3015	0.2226	4,680.7982
Total	**2.3077**	**2.9001**	**22.2811**	**0.0459**	**5.1290**	**0.0539**	**5.1828**	**1.3661**	**0.0516**	**1.4177**		**4,942.8397**	**4,942.8397**	**0.3080**	**0.2288**	**5,018.7139**

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	0.1311	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119
Energy	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038
Mobile	2.1458	2.6201	22.0407	0.0442	5.1290	0.0326	5.1615	1.3661	0.0303	1.3964		4,606.9209	4,606.9209	0.3015	0.2226	4,680.7982
Total	**2.3077**	**2.9001**	**22.2811**	**0.0459**	**5.1290**	**0.0539**	**5.1828**	**1.3661**	**0.0516**	**1.4177**		**4,942.8397**	**4,942.8397**	**0.3080**	**0.2288**	**5,018.7139**

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	N20	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	6/3/2024	6/28/2024	5	20	
2	Site Preparation	Site Preparation	6/29/2024	7/2/2024	5	2	
3	Grading	Grading	7/3/2024	7/8/2024	5	4	
4	Paving	Paving	7/9/2024	7/22/2024	5	10	
5	Building Construction	Building Construction	7/23/2024	4/28/2025	5	200	
6	Architectural Coating	Architectural Coating	8/6/2024	5/12/2025	5	200	

Acres of Grading (Site Preparation Phase): 1.88

Acres of Grading (Grading Phase): 4

Acres of Paving: 0.41

Residential Indoor: 0; Residential Outdoor: 0; Non-Residential Indoor: 7,542; Non-Residential Outdoor: 2,514; Striped Parking Area: 1,104 (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

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	31.00	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	10.00	4.00	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	2.00	0.00	0.00	10.80	7.30	20.00	LD_Mix	HDT_Mix	HHDT

3.1 Mitigation Measures Construction

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 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					
Fugitive Dust					0.3396	0.0000	0.3396	0.0514	0.0000	0.0514			0.0000			0.0000
Off-Road	1.4397	13.8867	13.4879	0.0241		0.6311	0.6311		0.5895	0.5895		2,324.9459	2,324.9459	0.5884		2,339.6562
Total	**1.4397**	**13.8867**	**13.4879**	**0.0241**	**0.3396**	**0.6311**	**0.9707**	**0.0514**	**0.5895**	**0.6409**		**2,324.9459**	**2,324.9459**	**0.5884**		**2,339.6562**

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	3.1000e-003	0.2144	0.0501	9.2000e-004	0.0271	1.7200e-003	0.0288	7.4300e-003	1.6400e-003	9.0700e-003		100.4362	100.4362	3.3500e-003	0.0159	105.2636
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	0.0338	0.0223	0.2784	8.3000e-004	0.1068	5.0000e-004	0.1073	0.0283	4.6000e-004	0.0288		85.8634	85.8634	2.4600e-003	2.4100e-003	86.6434
Total	**0.0369**	**0.2366**	**0.3285**	**1.7500e-003**	**0.1339**	**2.2200e-003**	**0.1361**	**0.0358**	**2.1000e-003**	**0.0379**		**186.2995**	**186.2995**	**5.8100e-003**	**0.0183**	**191.9069**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.2 Demolition - 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					
Fugitive Dust					0.3396	0.0000	0.3396	0.0514	0.0000	0.0514			0.0000			0.0000
Off-Road	1.4397	13.8867	13.4879	0.0241		0.6311	0.6311		0.5895	0.5895	0.0000	2,324.9459	2,324.9459	0.5884		2,339.6562
Total	**1.4397**	**13.8867**	**13.4879**	**0.0241**	**0.3396**	**0.6311**	**0.9707**	**0.0514**	**0.5895**	**0.6409**	**0.0000**	**2,324.9459**	**2,324.9459**	**0.5884**		**2,339.6562**

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	3.1000e-003	0.2144	0.0501	9.2000e-004	0.0271	1.7200e-003	0.0288	7.4300e-003	1.6400e-003	9.0700e-003		100.4362	100.4362	3.3500e-003	0.0159	105.2636
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	0.0338	0.0223	0.2784	8.3000e-004	0.1068	5.0000e-004	0.1073	0.0283	4.6000e-004	0.0288		85.8634	85.8634	2.4600e-003	2.4100e-003	86.6434
Total	**0.0369**	**0.2366**	**0.3285**	**1.7500e-003**	**0.1339**	**2.2200e-003**	**0.1361**	**0.0358**	**2.1000e-003**	**0.0379**		**186.2995**	**186.2995**	**5.8100e-003**	**0.0183**	**191.9069**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 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					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1067	11.8407	6.6317	0.0172		0.4823	0.4823		0.4437	0.4437		1,665.8826	1,665.8826	0.5388		1,679.3521
Total	**1.1067**	**11.8407**	**6.6317**	**0.0172**	**6.2662**	**0.4823**	**6.7485**	**3.0041**	**0.4437**	**3.4478**		**1,665.8826**	**1,665.8826**	**0.5388**		**1,679.3521**

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	0.0208	0.0137	0.1713	5.1000e-004	0.0657	3.1000e-004	0.0660	0.0174	2.9000e-004	0.0177		52.8390	52.8390	1.5200e-003	1.4800e-003	53.3190
Total	**0.0208**	**0.0137**	**0.1713**	**5.1000e-004**	**0.0657**	**3.1000e-004**	**0.0660**	**0.0174**	**2.9000e-004**	**0.0177**		**52.8390**	**52.8390**	**1.5200e-003**	**1.4800e-003**	**53.3190**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.3 Site Preparation - 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					
Fugitive Dust					6.2662	0.0000	6.2662	3.0041	0.0000	3.0041			0.0000			0.0000
Off-Road	1.1067	11.8407	6.6317	0.0172		0.4823	0.4823		0.4437	0.4437	0.0000	1,665.8826	1,665.8826	0.5388		1,679.3521
Total	**1.1067**	**11.8407**	**6.6317**	**0.0172**	**6.2662**	**0.4823**	**6.7485**	**3.0041**	**0.4437**	**3.4478**	**0.0000**	**1,665.8826**	**1,665.8826**	**0.5388**		**1,679.3521**

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	0.0208	0.0137	0.1713	5.1000e-004	0.0657	3.1000e-004	0.0660	0.0174	2.9000e-004	0.0177		52.8390	52.8390	1.5200e-003	1.4800e-003	53.3190
Total	**0.0208**	**0.0137**	**0.1713**	**5.1000e-004**	**0.0657**	**3.1000e-004**	**0.0660**	**0.0174**	**2.9000e-004**	**0.0177**		**52.8390**	**52.8390**	**1.5200e-003**	**1.4800e-003**	**53.3190**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 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					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3015	13.8178	8.6998	0.0206		0.5722	0.5722		0.5265	0.5265		1,995.5803	1,995.5803	0.6454		2,011.7155
Total	**1.3015**	**13.8178**	**8.6998**	**0.0206**	**7.0826**	**0.5722**	**7.6548**	**3.4247**	**0.5265**	**3.9512**		**1,995.5803**	**1,995.5803**	**0.6454**		**2,011.7155**

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	0.0260	0.0171	0.2141	6.4000e-004	0.0822	3.9000e-004	0.0825	0.0218	3.6000e-004	0.0222		66.0487	66.0487	1.9000e-003	1.8500e-003	66.6488
Total	**0.0260**	**0.0171**	**0.2141**	**6.4000e-004**	**0.0822**	**3.9000e-004**	**0.0825**	**0.0218**	**3.6000e-004**	**0.0222**		**66.0487**	**66.0487**	**1.9000e-003**	**1.8500e-003**	**66.6488**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.4 Grading - 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					
Fugitive Dust					7.0826	0.0000	7.0826	3.4247	0.0000	3.4247			0.0000			0.0000
Off-Road	1.3015	13.8178	8.6998	0.0206		0.5722	0.5722		0.5265	0.5265	0.0000	1,995.5803	1,995.5803	0.6454		2,011.7155
Total	**1.3015**	**13.8178**	**8.6998**	**0.0206**	**7.0826**	**0.5722**	**7.6548**	**3.4247**	**0.5265**	**3.9512**	**0.0000**	**1,995.5803**	**1,995.5803**	**0.6454**		**2,011.7155**

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	0.0260	0.0171	0.2141	6.4000e-004	0.0822	3.9000e-004	0.0825	0.0218	3.6000e-004	0.0222		66.0487	66.0487	1.9000e-003	1.8500e-003	66.6488
Total	**0.0260**	**0.0171**	**0.2141**	**6.4000e-004**	**0.0822**	**3.9000e-004**	**0.0825**	**0.0218**	**3.6000e-004**	**0.0222**		**66.0487**	**66.0487**	**1.9000e-003**	**1.8500e-003**	**66.6488**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Paving - 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	0.6180	5.8607	8.8253	0.0136		0.2810	0.2810		0.2594	0.2594		1,297.8688	1,297.8688	0.4114		1,308.1547
Paving	0.1074					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7254**	**5.8607**	**8.8253**	**0.0136**		**0.2810**	**0.2810**		**0.2594**	**0.2594**		**1,297.8688**	**1,297.8688**	**0.4114**		**1,308.1547**

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	0.0338	0.0223	0.2784	8.3000e-004	0.1068	5.0000e-004	0.1073	0.0283	4.6000e-004	0.0288		85.8634	85.8634	2.4600e-003	2.4100e-003	86.6434
Total	**0.0338**	**0.0223**	**0.2784**	**8.3000e-004**	**0.1068**	**5.0000e-004**	**0.1073**	**0.0283**	**4.6000e-004**	**0.0288**		**85.8634**	**85.8634**	**2.4600e-003**	**2.4100e-003**	**86.6434**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.5 Paving - 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	0.6180	5.8607	8.8253	0.0136		0.2810	0.2810		0.2594	0.2594	0.0000	1,297.8688	1,297.8688	0.4114		1,308.1547
Paving	0.1074					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Total	**0.7254**	**5.8607**	**8.8253**	**0.0136**		**0.2810**	**0.2810**		**0.2594**	**0.2594**	**0.0000**	**1,297.8688**	**1,297.8688**	**0.4114**		**1,308.1547**

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	0.0338	0.0223	0.2784	8.3000e-004	0.1068	5.0000e-004	0.1073	0.0283	4.6000e-004	0.0288		85.8634	85.8634	2.4600e-003	2.4100e-003	86.6434
Total	**0.0338**	**0.0223**	**0.2784**	**8.3000e-004**	**0.1068**	**5.0000e-004**	**0.1073**	**0.0283**	**4.6000e-004**	**0.0288**		**85.8634**	**85.8634**	**2.4600e-003**	**2.4100e-003**	**86.6434**

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	4.0800e-003	0.1816	0.0555	8.0000e-004	0.0271	1.0500e-003	0.0281	7.8000e-003	1.0100e-003	8.8100e-003		85.7531	85.7531	1.7600e-003	0.0127	89.5783
Worker	0.0260	0.0171	0.2141	6.4000e-004	0.0822	3.9000e-004	0.0825	0.0218	3.6000e-004	0.0222		66.0487	66.0487	1.9000e-003	1.8500e-003	66.6488
Total	**0.0301**	**0.1987**	**0.2696**	**1.4400e-003**	**0.1092**	**1.4400e-003**	**0.1107**	**0.0296**	**1.3700e-003**	**0.0310**		**151.8018**	**151.8018**	**3.6600e-003**	**0.0145**	**156.2270**

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	2,001.9214	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**

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	4.0800e-003	0.1816	0.0555	8.0000e-004	0.0271	1.0500e-003	0.0281	7.8000e-003	1.0100e-003	8.8100e-003		85.7531	85.7531	1.7600e-003	0.0127	89.5783
Worker	0.0260	0.0171	0.2141	6.4000e-004	0.0822	3.9000e-004	0.0825	0.0218	3.6000e-004	0.0222		66.0487	66.0487	1.9000e-003	1.8500e-003	66.6488
Total	**0.0301**	**0.1987**	**0.2696**	**1.4400e-003**	**0.1092**	**1.4400e-003**	**0.1107**	**0.0296**	**1.3700e-003**	**0.0310**		**151.8018**	**151.8018**	**3.6600e-003**	**0.0145**	**156.2270**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2025

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	1.3246	10.4128	12.4393	0.0221		0.3925	0.3925		0.3785	0.3785		2,002.1524	2,002.1524	0.3269		2,010.3248
Total	**1.3246**	**10.4128**	**12.4393**	**0.0221**		**0.3925**	**0.3925**		**0.3785**	**0.3785**		**2,002.1524**	**2,002.1524**	**0.3269**		**2,010.3248**

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	3.9700e-003	0.1810	0.0545	7.8000e-004	0.0271	1.0500e-003	0.0281	7.8000e-003	1.0100e-003	8.8000e-003		84.2294	84.2294	1.7500e-003	0.0125	87.9854
Worker	0.0245	0.0154	0.2013	6.2000e-004	0.0822	3.7000e-004	0.0825	0.0218	3.4000e-004	0.0221		64.4712	64.4712	1.7200e-003	1.7400e-003	65.0322
Total	**0.0285**	**0.1964**	**0.2558**	**1.4000e-003**	**0.1092**	**1.4200e-003**	**0.1107**	**0.0296**	**1.3500e-003**	**0.0309**		**148.7006**	**148.7006**	**3.4700e-003**	**0.0142**	**153.0176**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.6 Building Construction - 2025

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	1.3246	10.4128	12.4393	0.0221		0.3925	0.3925		0.3785	0.3785	0.0000	2,002.1524	2,002.1524	0.3269		2,010.3248
Total	**1.3246**	**10.4128**	**12.4393**	**0.0221**		**0.3925**	**0.3925**		**0.3785**	**0.3785**	**0.0000**	**2,002.1524**	**2,002.1524**	**0.3269**		**2,010.3248**

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	3.9700e-003	0.1810	0.0545	7.8000e-004	0.0271	1.0500e-003	0.0281	7.8000e-003	1.0100e-003	8.8000e-003		84.2294	84.2294	1.7500e-003	0.0125	87.9854
Worker	0.0245	0.0154	0.2013	6.2000e-004	0.0822	3.7000e-004	0.0825	0.0218	3.4000e-004	0.0221		64.4712	64.4712	1.7200e-003	1.7400e-003	65.0322
Total	**0.0285**	**0.1964**	**0.2558**	**1.4000e-003**	**0.1092**	**1.4200e-003**	**0.1107**	**0.0296**	**1.3500e-003**	**0.0309**		**148.7006**	**148.7006**	**3.4700e-003**	**0.0142**	**153.0176**

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	0.3006					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	**0.4813**	**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	5.2000e-003	3.4200e-003	0.0428	1.3000e-004	0.0164	8.0000e-005	0.0165	4.3600e-003	7.0000e-005	4.4300e-003		13.2098	13.2098	3.8000e-004	3.7000e-004	13.3298
Total	**5.2000e-003**	**3.4200e-003**	**0.0428**	**1.3000e-004**	**0.0164**	**8.0000e-005**	**0.0165**	**4.3600e-003**	**7.0000e-005**	**4.4300e-003**		**13.2098**	**13.2098**	**3.8000e-004**	**3.7000e-004**	**13.3298**

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	0.3006					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	**0.4813**	**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	5.2000e-003	3.4200e-003	0.0428	1.3000e-004	0.0164	8.0000e-005	0.0165	4.3600e-003	7.0000e-005	4.4300e-003		13.2098	13.2098	3.8000e-004	3.7000e-004	13.3298
Total	**5.2000e-003**	**3.4200e-003**	**0.0428**	**1.3000e-004**	**0.0164**	**8.0000e-005**	**0.0165**	**4.3600e-003**	**7.0000e-005**	**4.4300e-003**		**13.2098**	**13.2098**	**3.8000e-004**	**3.7000e-004**	**13.3298**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2025

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	0.3006					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515		281.4481	281.4481	0.0154		281.8319
Total	**0.4714**	**1.1455**	**1.8091**	**2.9700e-003**		**0.0515**	**0.0515**		**0.0515**	**0.0515**		**281.4481**	**281.4481**	**0.0154**		**281.8319**

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	4.9000e-003	3.0800e-003	0.0403	1.2000e-004	0.0164	7.0000e-005	0.0165	4.3600e-003	7.0000e-005	4.4300e-003		12.8942	12.8942	3.4000e-004	3.5000e-004	13.0065
Total	**4.9000e-003**	**3.0800e-003**	**0.0403**	**1.2000e-004**	**0.0164**	**7.0000e-005**	**0.0165**	**4.3600e-003**	**7.0000e-005**	**4.4300e-003**		**12.8942**	**12.8942**	**3.4000e-004**	**3.5000e-004**	**13.0065**

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

3.7 Architectural Coating - 2025

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	0.3006					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Off-Road	0.1709	1.1455	1.8091	2.9700e-003		0.0515	0.0515		0.0515	0.0515	0.0000	281.4481	281.4481	0.0154		281.8319
Total	**0.4714**	**1.1455**	**1.8091**	**2.9700e-003**		**0.0515**	**0.0515**		**0.0515**	**0.0515**	**0.0000**	**281.4481**	**281.4481**	**0.0154**		**281.8319**

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	4.9000e-003	3.0800e-003	0.0403	1.2000e-004	0.0164	7.0000e-005	0.0165	4.3600e-003	7.0000e-005	4.4300e-003		12.8942	12.8942	3.4000e-004	3.5000e-004	13.0065
Total	**4.9000e-003**	**3.0800e-003**	**0.0403**	**1.2000e-004**	**0.0164**	**7.0000e-005**	**0.0165**	**4.3600e-003**	**7.0000e-005**	**4.4300e-003**		**12.8942**	**12.8942**	**3.4000e-004**	**3.5000e-004**	**13.0065**

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	2.1458	2.6201	22.0407	0.0442	5.1290	0.0326	5.1615	1.3661	0.0303	1.3964		4,606.9209	4,606.9209	0.3015	0.2226	4,680.7982
Unmitigated	2.1458	2.6201	22.0407	0.0442	5.1290	0.0326	5.1615	1.3661	0.0303	1.3964		4,606.9209	4,606.9209	0.3015	0.2226	4,680.7982

4.2 Trip Summary Information

	Average Daily Trip Rate			Unmitigated	Mitigated
Land Use	Weekday	Saturday	Sunday	Annual VMT	Annual VMT
Fast Food Restaurant with Drive Thru	910.98	910.98	910.98	2,436,714	2,436,714
Parking Lot	0.00	0.00	0.00		
Total	910.98	910.98	910.98	2,436,714	2,436,714

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
Fast Food Restaurant with Drive	9.50	7.30	7.30	2.20	78.80	19.00	100	0	0
Parking Lot	9.50	7.30	7.30	0.00	0.00	0.00	0	0	0

4.4 Fleet Mix

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

Land Use	LDA	LDT1	LDT2	MDV	LHD1	LHD2	MHD	HHD	OBUS	UBUS	MCY	SBUS	MH
Fast Food Restaurant with Drive Thru	0.553839	0.058700	0.188468	0.120786	0.022796	0.005663	0.010629	0.007566	0.000983	0.000556	0.026354	0.000841	0.002820
Parking Lot	0.553839	0.058700	0.188468	0.120786	0.022796	0.005663	0.010629	0.007566	0.000983	0.000556	0.026354	0.000841	0.002820

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	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038
NaturalGas Unmitigated	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038

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					
Fast Food Restaurant with Drive Thru	2855.22	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0308**	**0.2799**	**0.2351**	**1.6800e-003**		**0.0213**	**0.0213**		**0.0213**	**0.0213**		**335.9077**	**335.9077**	**6.4400e-003**	**6.1600e-003**	**337.9038**

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					
Fast Food Restaurant with Drive Thru	2.85522	0.0308	0.2799	0.2351	1.6800e-003		0.0213	0.0213		0.0213	0.0213		335.9077	335.9077	6.4400e-003	6.1600e-003	337.9038
Parking Lot	0	0.0000	0.0000	0.0000	0.0000		0.0000	0.0000		0.0000	0.0000		0.0000	0.0000	0.0000	0.0000	0.0000
Total		**0.0308**	**0.2799**	**0.2351**	**1.6800e-003**		**0.0213**	**0.0213**		**0.0213**	**0.0213**		**335.9077**	**335.9077**	**6.4400e-003**	**6.1600e-003**	**337.9038**

6.0 Area Detail

EMFAC Off-Model Adjustment Factors for Gasoline Light Duty Vehicle to Account for the SAFE Vehicle Rule Applied

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	0.1311	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119
Unmitigated	0.1311	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119

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	0.0165					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.1141					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	4.8000e-004	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119
Total	**0.1311**	**5.0000e-005**	**5.2000e-003**	**0.0000**		**2.0000e-005**	**2.0000e-005**		**2.0000e-005**	**2.0000e-005**		**0.0112**	**0.0112**	**3.0000e-005**		**0.0119**

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	0.0165					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Consumer Products	0.1141					0.0000	0.0000		0.0000	0.0000			0.0000			0.0000
Landscaping	4.8000e-004	5.0000e-005	5.2000e-003	0.0000		2.0000e-005	2.0000e-005		2.0000e-005	2.0000e-005		0.0112	0.0112	3.0000e-005		0.0119
Total	**0.1311**	**5.0000e-005**	**5.2000e-003**	**0.0000**		**2.0000e-005**	**2.0000e-005**		**2.0000e-005**	**2.0000e-005**		**0.0112**	**0.0112**	**3.0000e-005**		**0.0119**

7.0 Water Detail

7.1 Mitigation Measures Water

Apply Water Conservation Strategy

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

User Defined Equipment

Equipment Type	Number

11.0 Vegetation

Environmental Noise & Vibration Assessment

Chick-fil-A Restaurant

Morgan Hill, California

BAC Job # 2023-011

Prepared For:

Raney Planning & Management, Inc.

Attn: Malena Garcia
1501 Sports Drive, Suite A
Sacramento, CA, 95834

Prepared By:

Bollard Acoustical Consultants, Inc.

Dario Gotchet, Principal Consultant

May 1, 2023

BOLLARD
Acoustical Consultants

CEQA Checklist

NOISE AND VIBRATION **– Would the Project Result in:**	**NA – Not Applicable**	**Potentially Significant Impact**	**Less than Significant with Mitigation Incorporated**	**Less Than Significant Impact**	**No Impact**
a) Generation of substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				**X**	
b) Generation of excessive groundborne vibration or groundborne noise levels?				**X**	
c) For a project located within the vicinity of a private airstrip or 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?					**X**

Introduction

The proposed Chick-fil-A Restaurant (project) is located at 18599 Sutter Boulevard in Morgan Hill, California. The project consists of the demolition of an existing building and construction of a new quick-service restaurant (QSR) building, a small outdoor patio dining area, a two-lane drive-thru lane, and associated parking stalls. Land uses in the immediate project vicinity include existing commercial/office to the north (financial institution), south (medical offices), and east (financial institution), and future commercial/transient lodging to the west (hotel). The project area with aerial imagery is shown in Figure 1. The project site plan is presented in Figure 2.

The purposes of this assessment are to quantify the existing noise and vibration environments, identify potential noise and vibration impacts resulting from the project, identify appropriate mitigation measures, and provide a quantitative and qualitative analysis of impacts associated with the project. Specifically, impacts are identified if project-related activities would cause a substantial increase in ambient noise levels at existing or future uses in the project vicinity, or if traffic or project-generated noise or vibration levels would exceed applicable federal, state, or City of Morgan Hill standards at nearby existing or future uses.

Noise and Vibration Fundamentals

Noise

Noise is often described as unwanted sound. Sound is defined as any pressure variation in air that the human ear can detect. If the pressure variations occur frequently enough (at least 20 times per second), they can be heard and are designated as sound. The number of pressure variations per second is called the frequency of sound and is expressed as cycles per second, or Hertz (Hz). Definitions of acoustical terminology are provided in Appendix A.

Measuring sound directly in terms of pressure would require a very large and awkward range of numbers. To avoid this, the decibel scale was devised. The decibel scale uses the hearing threshold (20 micropascals of pressure) as a point of reference, defined as 0 dB. Other sound pressures are then compared to the reference pressure, and the logarithm is taken to keep the numbers in a practical range. The decibel scale allows a million-fold increase in pressure to be expressed as 120 dB. Another useful aspect of the decibel scale is that changes in decibel levels correspond closely to human perception of relative loudness. Noise levels associated with common noise sources are provided in Figure 3.

The perceived loudness of sounds is dependent upon many factors, including sound pressure level and frequency content. However, within the usual range of environmental noise levels, perception of loudness is relatively predictable and can be approximated by filtering the frequency response of a sound level meter by means of the standardized A-weighting network. There is a strong correlation between A-weighted sound levels (expressed as dBA) and community response to noise. For this reason, the A-weighted sound level has become the standard tool of environmental noise assessment. All noise levels reported in this section are in terms of A-weighted levels.

Community noise is commonly described in terms of the ambient noise level, which is defined as the all-encompassing noise level associated with a given noise environment. A common statistical tool to measure the ambient noise level is the average, or equivalent, sound level (L_{eq}). The L_{eq} is the foundation of the day-night average noise descriptor, DNL (or L_{dn}), and shows very good correlation with community response to noise.

The Day-Night Average sound level (DNL) is based upon the average noise level over a 24-hour day, with a +10-decibel weighting applied to noise occurring during nighttime (10:00 p.m. to 7:00 a.m.) hours. The nighttime penalty is based upon the assumption that people react to nighttime noise exposures as though they were twice as loud as daytime exposures. Because DNL represents a 24-hour average, it tends to disguise short-term variations in the noise environment. DNL-based noise standards are commonly used to assess noise impacts associated with traffic, railroad, and aircraft noise sources.

Vibration

Vibration is like noise in that it involves a source, a transmission path, and a receiver. While vibration is related to noise, it differs in that noise is generally considered to be pressure waves transmitted through air, while vibration is usually associated with transmission through the ground or structures. As with noise, vibration consists of an amplitude and frequency. A person's response to vibration will depend on their individual sensitivity as well as the amplitude and frequency of the source.

Vibration can be described in terms of acceleration, velocity, or displacement. A common practice is to monitor vibration in terms of velocity in inches per second peak particle velocity (IPS, PPV) or root-mean-square (VdB, RMS). Standards pertaining to perception as well as damage to structures have been developed for vibration in terms of peak particle velocity as well as RMS velocities. As vibrations travel outward from the source, they excite the particles of rock and soil through which they pass and cause them to oscillate. Differences in subsurface geologic conditions and distance from the source of vibration will result in different vibration levels characterized by different frequencies and intensities. In all cases, vibration amplitudes will decrease with increasing distance. The maximum rate, or velocity of particle movement, is the commonly accepted descriptor of the vibration "strength".

Human response to vibration is difficult to quantify. Vibration can be felt or heard well below the levels that produce any damage to structures. The duration of the event has an effect on human response, as does frequency. Generally, as the duration and vibration frequency increase, the potential for adverse human response increases.

According to the Transportation and Construction-Induced Vibration Guidance Manual (Caltrans, June 2004), operation of construction equipment and construction techniques generate ground vibration. Traffic traveling on roadways can also be a source of such vibration. At high enough amplitudes, ground vibration has the potential to damage structures and/or cause cosmetic damage. Ground vibration can also be a source of annoyance to individuals who live or work close to vibration-generating activities. However, traffic, rarely generates vibration amplitudes high enough to cause structural or cosmetic damage.

Legend

Project Parcel Boundary (Approximate)

Ambient Noise & Vibration Survey Locations

N

Scale (Feet)

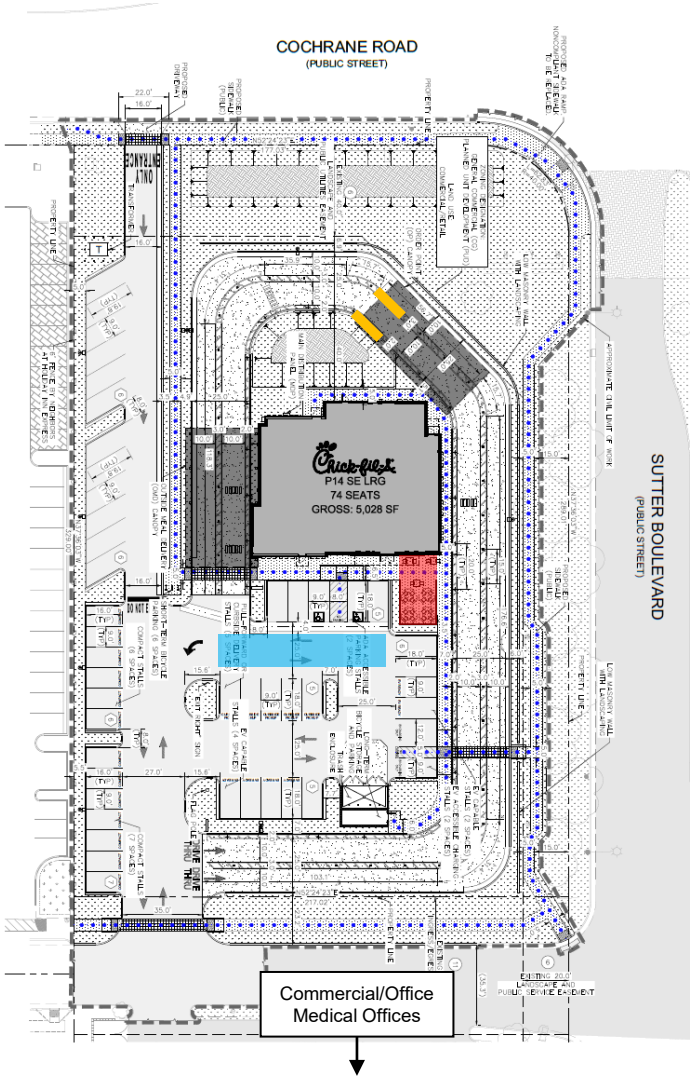
0 100 200

Chick-fil-A Restaurant
Morgan Hill, CA

Project Area

Figure 1

BOLLARD Acoustical Consultants



Legend

- Drive-Thru Menu Speaker Boards (2)
- Outdoor Patio
- Truck Delivery Area (Assumed)

N

Scale (Feet)

0 40 80

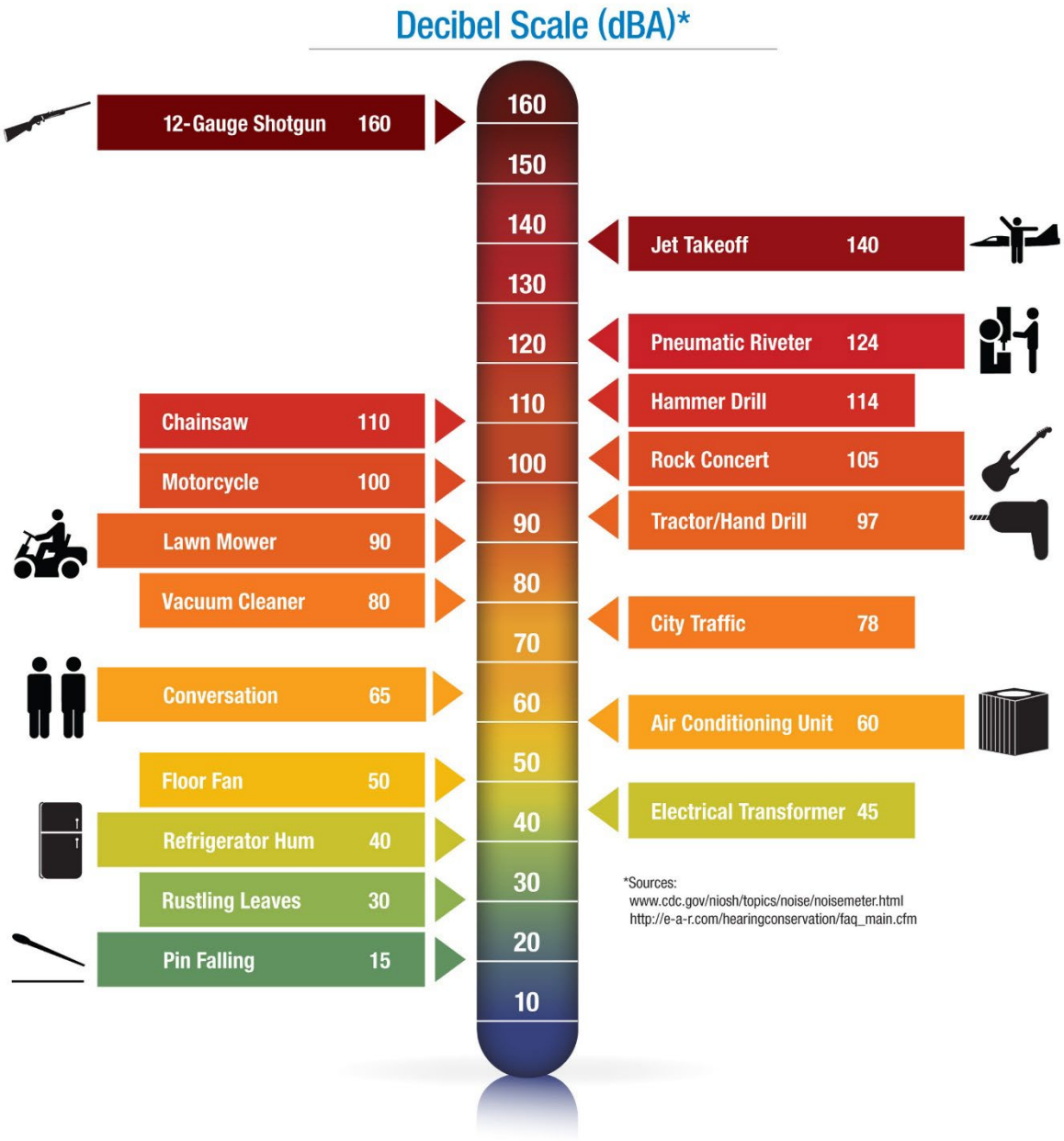
Chick-fil-A Restaurant
Morgan Hill, CA

Project Site Plan

Figure 2

BOLLARD Acoustical Consultants

Figure 3
Noise Levels Associated with Common Noise Sources



Regulatory Setting: Criteria for Acceptable Noise and Vibration Exposure

Federal

There are no federal noise or vibration criteria which would be directly applicable to this project. However, the City of Morgan Hill does not currently have adopted numeric standards for groundborne vibration. As a result, the following federal noise criteria was applied to the project.

Federal Transit Administration

Vibration impact criteria developed by the Federal Transit Administration (FTA) were applied to the project. The FTA criteria applicable to damage and annoyance from vibration typically associated with construction activities are presented in Tables 1 and 2.

Table 1
FTA Criteria for Assessing Vibration Damage to Structures

Building Category	Level (VdB)[1]
I. Reinforced-concrete, steel or timber (no plaster)	102
II. Engineered concrete and masonry (no plaster)	98
III. Non-engineered timber and masonry buildings	94
IV. Buildings extremely susceptible to vibration damage	90
[1] RMS velocity in decibels (VdB) re 1 micro-inch/second	

Source: Federal Transit Administration (FTA) Noise and Vibration Manual, Table 12-3

Table 2
Groundborne Vibration Impact Criteria for General Assessment

	Impact Levels (VdB)		
Land Use Category	Frequent Events[a]	Occasional Events[b]	Infrequent Events[c]
Category 1: Buildings where vibration would interfere with interior ops.	65[d]	65[d]	65[d]
Category 2: Residences and buildings where people normally sleep	72	75	80
Category 3: Institutional land uses with primarily daytime uses	75	78	83

a. "Frequent Events" is defined as more than 70 vibration events of the same source per day.
b. "Occasional Events" is defined as between 30 and 70 vibration events of the same source per day.
c. "Infrequent Events" is defined as fewer than 30 vibration events of the same source per day.
d. This criterion limit is based on levels that are acceptable for most moderately-sensitive equipment such as optical microscopes. Vibration-sensitive manufacturing or research will require detailed evaluation to define the acceptable vibration levels.

Source: Federal Transit Administration, Transit Noise Impact and Vibration Assessment, May 2006.

State of California

California Environmental Quality Act (CEQA)

The State of California has established regulatory criteria that are applicable to this assessment. Specifically, Appendix G of the State of California Environmental Quality Act (CEQA) Guidelines are used to assess the potential significance of impacts pursuant to local General Plan policies,

Municipal Code standards, or the applicable standards of other agencies. According to Appendix G of the CEQA guidelines, the project would result in a significant noise or vibration impact if the following occur:

A. Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or other applicable standards of other agencies.

B. Generation of excessive groundborne vibration or groundborne noise levels.

C. For a project located within the vicinity of a private airstrip or 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, the project would expose people residing or working in the project area to excessive noise levels.

It should be noted that audibility is not a test of significance according to CEQA. If this were the case, any project which added any audible amount of noise to the environment would be considered significant according to CEQA. Because every physical process creates noise, the use of audibility alone as significance criteria would be unworkable. CEQA requires a substantial increase in noise levels before noise impacts are identified, not simply an audible change.

Local

Morgan Hill 2035 General Plan

The Safety, Services, and Infrastructure Element of the Morgan Hill 2035 General Plan contains goals and policies to ensure that city residents are not subjected to noise beyond acceptable levels. The General Plan goals and policies which are applicable to the project are reproduced below.

GOAL SSI-8

Prevention of noise from interfering with human activities or causing health problems.

Policies

SSI-8.1 **Exterior Noise Level Standards.** Require new development projects to be designed and constructed to meet acceptable exterior noise level standards (Table 3 of this report), as follows:

- Apply a maximum exterior noise level of 60 dBA DNL in residential areas where outdoor use is a major consideration (e.g., backyards in single-family housing developments and recreation areas in multi-family housing projects). Where the City determines that providing a DNL of 60 dBA or lower cannot be achieved after the application of reasonable and feasible mitigation, a DNL of 65 dBA may be permitted.
- Indoor noise levels should not exceed a DNL of 45 dBA in new residential housing units.

- Noise levels in new residential development exposed to an exterior DNL of 60 dBA or greater should be limited to a maximum instantaneous noise level (e.g., trucks on busy streets, train warning whistles) in bedrooms of 50 dBA. Maximum instantaneous noise levels in all other habitable rooms should not exceed 55 dBA. The maximum outdoor noise level for new residences near the railroad shall be 70 dBA DNL, recognizing that train noise is characterized by relatively few loud events.

SSI-8.2 **Impact Evaluation.** The impact of a proposed development project on existing land uses should be evaluated in terms of the potential for adverse community response based on significant increase in existing noise levels, regardless of compatibility guidelines.

SSI-8.3 **Commercial and Industrial Noise Level Standards.** Evaluate interior noise levels in commercial and industrial structures on a case-by-case basis based on the use of the space.

SSI-8.4 **Office Noise Level Standards.** Interior noise levels in office buildings should be maintained at 45 dB L_{eq} (hourly average) or less, rather than 45 dB DNL (daily average).

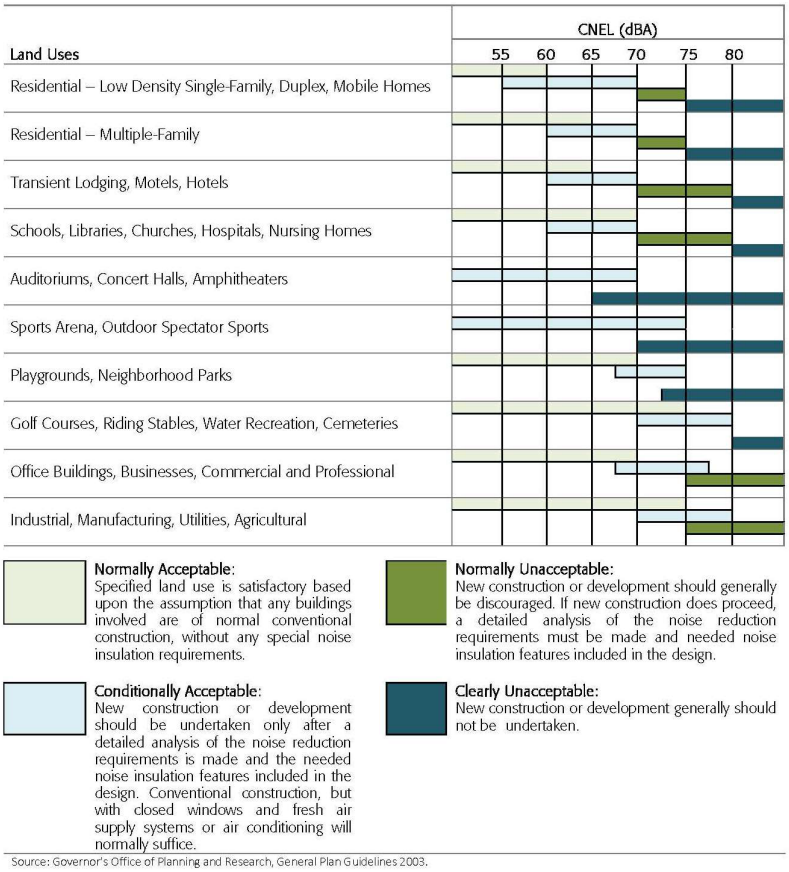
SSI-8.5 **Traffic Noise Level Standards.** Consider noise level increases resulting from traffic associated with new projects significant if: a) the noise level increase is 5 dBA DNL or greater, with a future noise level of less than 60 dBA DNL, or b) the noise level increase is 3 dBA DNL or greater, with a future noise level of 60 dBA DNL or greater.

SSI-8.6 **Stationary Noise Level Standards.** Consider noise levels produced by stationary noise sources associated with new projects significant if they substantially exceed existing ambient noise levels.

SSI-8.7 **Other Noise Sources.** Consider noise levels produced by other noise sources (such as ballfields) significant if an acoustical study demonstrates they would substantially exceed ambient noise levels.

SSI-8.9 **Site Planning and Design.** Require attention to site planning and design techniques other than sound walls to reduce noise impacts, including a) installing earth berms, b) increasing the distance between the noise source and the receiver, c) using non-sensitive structures such as parking lots, utility areas, and garages to shield noise-sensitive areas, d) orienting buildings to shield outdoor spaces from the noise source, and e) minimizing the noise at its source.

Table 3
State of California Land Use Compatibility Guidelines for Community Noise Environments



Source: Governor's Office of Planning and Research, General Plan Guidelines 2003.

Morgan Hill Municipal Code

The provisions of the Morgan Hill Municipal Code which would be most applicable to this project are reproduced below.

Chapter 8.28 of the Municipal Code provides an enumeration of unlawful noise sources (i.e., animals, birds, auto body repairs, blowers, fans, combustion engines, construction activities, exhausts, loudspeakers). Chapter 8.28 does not, however, provide quantitative performance standards. Section 8.28.040(D) exempts construction noise provided the activities are limited to a specific time frame. Section 8.28.040(D) is reproduced below:

> "Construction activities" are defined as including but not limited to excavation, grading, paving, demolition, construction, alteration or repair of any building, site, street or highway, delivery, or removal of construction material to a site, or movement of construction materials on a site. Construction activities are prohibited other than between the hours of seven a.m. and eight p.m., Monday through Friday and between the hours of nine a.m. to six p.m. on Saturday. Construction activities may not occur on Sundays or federal holidays. No third person, including but not limited to landowners, construction company owners, contractors,

subcontractors, or employers, shall permit or allow any person working on construction activities which are under their ownership, control, or direction to violate this provision.

Section 18.76.090 of the Municipal Code establishes acceptable noise level criteria for non-transportation noise sources. The City's quantitative exterior noise standards are provided below in Table 4. According to conversations with City of Morgan Hill planning staff in the preparation of noise assessments in previous years, the Table 4 standards are interpreted as being hourly average (L_{eq}) noise level standards.

Table 4
Noise Level Performance Standards

Receiving Land Use	Maximum Noise Level at Lot Line of Receiving Use[1,2]
Industrial and Wholesale	70 dBA
Commercial	65 dBA
Residential or Public/Quasi Public	60 dBA

[1] The planning commission may allow an additional 5 dBA noise level at the lot line if the maximum noise level shown above cannot be achieved with reasonable and feasible mitigation.
[2] Noise standards shown above do not apply to noise generated by vehicle traffic in the public right-of way or from temporary construction, demolition, and vehicles that enter or leave the site of the noise-generating use (e.g., construction equipment, trains, trucks).

Source: Morgan Hill Municipal Code, Section 18.76.090, Table 18.76-1.

Finally, Municipal Code Section 18.76.130 states that vibration transmitted through the ground that is discernible without instruments at the lot line of the establishment or use is prohibited. However, vibrations from temporary construction, demolition, and vehicles that enter and leave the lot (e.g., construction equipment, trains, trucks, etc.) are exempt from this standard.

Environmental Setting – Existing Ambient Noise and Vibration Environment

Noise-Sensitive Land Uses in the Project Vicinity

Noise-sensitive land uses are generally defined as locations where people reside or where the presence of unwanted sound could adversely affect the primary intended use of the land. Places where people live, sleep, recreate, worship, and study are generally considered to be sensitive to noise because intrusive noise can be disruptive to these activities.

The City of Morgan Hill has established noise level criteria for commercial uses, such as those located adjacent to the project (existing and future). At the direction of City planning staff, an analysis of project-generated noise and vibration level exposure has been requested at the existing commercial use to the south (medical offices) and future commercial/transient lodging use to the west (hotel). The project area and surrounding land uses are shown in Figure 1.

Existing Overall Ambient Noise Environment within the Project Vicinity

The existing ambient noise environment within the project vicinity is defined primarily by noise from traffic on Cochrane Road and Sutter Boulevard, and by activities at nearby commercial uses. To generally quantify existing ambient noise environment within the project vicinity, BAC conducted short-term (3-hour) ambient noise level measurements at two (2) locations on February 14th, 2023. The noise survey locations are shown in Figure 1, identified as Sites A and B. Photographs of the noise survey locations are provided in Appendix B.

Larson Davis Laboratories (LDL) Models 820 precision integrating sound level meters were used to complete the noise level measurements. The meters were calibrated immediately before use with an LDL Model CA200 acoustical calibrator to ensure the accuracy of the measurements. The equipment used meets all specifications of the American National Standards Institute requirements for Type 1 sound level meters (ANSI S1.4). The ambient noise level survey results are summarized below in Table 5.

Table 5
Summary of Short-Term Ambient Noise Survey Results – February 14th, 2023

		Average Measured Noise Levels (dBA)	
Survey Location[1]	**Time Period**	**L_{eq}**	**L_{max}**
Site A: Along western project property line	10:00 a.m. to 11:00 a.m.	58.0	93.6
	11:00 a.m. to 12:00 p.m.	58.3	93.9
	12:00 p.m. to 1:00 p.m.	58.2	93.8
Site B: Along southern project property line	10:00 a.m. to 11:00 a.m.	60.3	77.5
	11:00 a.m. to 12:00 p.m.	58.3	86.8
	12:00 p.m. to 1:00 p.m.	58.4	78.2

[1] Noise survey site locations are shown in Figure 1.

Source: Bollard Acoustical Consultants, Inc. 2023.

Noise level measurements obtained at Site A, located along the western project property boundary, are believed to be representative of the existing ambient noise level environment along the adjacent commercial boundary to the west. Noise level measurements obtained at Site B, located at the southern end of the project parcel, are believed to be representative of the ambient noise level environment at the existing commercial office uses to the south.

Existing Ambient Vibration Environment within the Project Vicinity

During a BAC site visit on February 14h, 2023, vibration levels were below the threshold of perception within the project area. Nonetheless, to quantify existing vibration levels in the project vicinity, BAC conducted a short-term (15-minute) vibration survey on February 14th, 2023, at Sites A and B in Figure 1. Photographs of the vibration survey equipment are provided in Appendix B. A Larson-Davis Laboratories Model LxT precision integrating sound level meter equipped with a vibration transducer was used to complete the measurements. The results are summarized in Table 6.

Table 6
Summary of Short-Term Ambient Vibration Survey Results – February 14th, 2023

Survey Location	Time	Average Measured Vibration Level (VdB)
Site A: Along western project property line	12:52 p.m.	35
Site B: Along southern project property line	12:32 p.m.	39

Source: Bollard Acoustical Consultants, Inc. 2023.

Table 6 data indicate that measured average vibration levels were well below the threshold of human perception (65 dB VdB), which is consistent with BAC field observations.

Existing Traffic Noise Levels along the Project Area Roadway Network

To predict traffic noise levels along existing roadway networks, modelling is commonly used rather than monitoring. The FHWA Traffic Noise Model (FHWA-RD-77-108) was used to quantify existing traffic noise levels at the existing sensitive land uses nearest to the project area roadway network. The FHWA Model was also used to quantify the distances to the 60, 65 and 70 dB DNL traffic noise contours for these roadways. The FHWA Model predicts hourly average (L_{eq}) values for free-flowing traffic conditions. Estimates of the hourly distribution of traffic for a typical 24-hour period were used to develop day-night average (DNL) values from L_{eq} values.

Existing traffic data in the form of AM and PM peak hour intersection turning movements were provided by the project transportation consultant (Hexagon Transportation Consultants). Those data were converted to Average Daily Traffic (ADT) segment volumes by applying a factor of 5 to the sum of AM and PM peak hour conditions. Other inputs were obtained from BAC field observations and aerial imagery. The existing traffic noise levels at the distances representing the nearest sensitive land uses to the project area roadways and distances from the centerlines of selected roadways to the 60 dB, 65 dB and 70 dB DNL contours are summarized in Table 7. Appendix C contains the FHWA Model inputs for existing conditions.

Table 7
Existing Traffic Noise Levels at Nearest Sensitive Receptors and Distances to DNL Contours

#	Roadway	Segment Description	DNL at Nearest Sensitive Receptor	Distance to Contour (ft)		
				70 dB DNL	65 dB DNL	60 dB DNL
1	Monterey Rd	North of Cochrane Rd	63	54	115	249
2	Monterey Rd	South of Cochrane Rd	67	69	148	319
3	Cochrane Rd	Monterey Rd to Butterfield Blvd	64	56	120	259
4	Cochrane Rd	Butterfield Blvd to Evergreen Vlg	64	61	131	282
5	Cochrane Rd	Evergreen Vlg to Sutter Blvd	64	60	129	278
6	Cochrane Rd	Sutter Blvd to Madrone Pkwy	66	79	170	367
7	Cochrane Rd	Madrone Pkwy to US 101 SB Ramps	67	66	141	304
8	Cochrane Rd	US 101 SB Ramps to US 101 NB Ramps	61	81	176	378
9	Cochrane Rd	East of US 101 NB Ramps	64	51	111	239
10	Butterfield Blvd	South of Cochrane Rd	--	--	--	--
11	Woodview Ave	North of Cochrane Rd	53	8	17	38
12	Evergreen Vlg	South of Cochrane Rd	49	4	8	17
13	Sutter Blvd	North of Cochrane Rd	62	21	46	99
14	Sutter Blvd	Cochrane Rd to Cochrane Plza	60	23	50	108
15	Sutter Blvd	South of Cochrane Plza	62	21	46	100
16	Madrone Pkwy	North of Cochrane Rd	59	14	30	64
17	Cochrane Plza	South of Cochrane Rd	63	18	40	85
18	Cochrane Plza	West of Sutter Blvd	50	9	19	40
19	Cochrane Plza	East of Sutter Blvd	49	2	4	9
20	US 101 SB Ramps	South of Cochrane Rd	69	85	184	397
21	US 101 NB Ramps	North of Cochrane Rd	61	51	110	238

Source: FHWA-RD-77-108 and Hexagon. Appendix C contains FHWA Model inputs for existing conditions.

Impacts and Mitigation Measures

Thresholds of Significance

For the purposes of this report, a noise and vibration impact is considered significant if the project would result in:

- Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or other applicable standards of other agencies; or
- Generation of excessive groundborne vibration or groundborne noise levels; or
- For a project located within the vicinity of a private airstrip or 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, the project would expose people residing or working in the project area to excessive noise levels.

The project area is not within the vicinity of a private airstrip, an airport land use plan, or within two miles of a public airport. Therefore, the last threshold listed above is not discussed further.

The following criteria established by the Federal Transit Administration (FTA), Morgan Hill General Plan, and Morgan Hill Municipal Code were used to evaluate the significance of environmental noise and vibration resulting from the project:

- A significant noise impact would be identified if the project would expose persons to or generate noise levels that would exceed applicable noise criteria presented in the Morgan Hill General Plan or Morgan Hill Municipal Code.

- A significant impact would be identified if project-generated off-site traffic, on-site commercial operations, or on-site demolition/construction activities would substantially increase noise levels at existing sensitive receptors in the vicinity. A substantial increase from project-generated off-site traffic noise levels would be identified relative to the numeric increase significance criteria contained in Policy SSI-8.5 of the Morgan Hill General Plan.

  General Plan Policy SSI-8.6 states that noise levels produced by stationary noise sources associated with new projects shall be considered significant if they substantially exceed existing ambient noise levels. However, Policy SSI-8.6 does not contain numeric increase significance criteria. In terms of determining the temporary noise increase due to project on-site operations and demolition/construction activities (non-transportation noise sources) at existing sensitive receptors in the vicinity, an impact would occur if those activities would noticeably increase ambient noise levels above background levels at those locations. The threshold of perception of the human ear is approximately 3 to 5 dB – a 5 dB change is considered to be clearly noticeable. For the analysis of project on-site commercial operations and demolition/construction activity noise level increases at existing sensitive receptors, a noticeable increase in ambient noise levels is assumed to occur where those activities would result in an increase by 5 dB or more over existing ambient noise levels.

- A significant impact would be identified if on-site project demolition/construction activities or project operations would expose existing or proposed sensitive receptors to excessive groundborne vibration levels. Specifically, an impact would be identified if groundborne vibration levels due to these sources would exceed FTA vibration impact criteria.

Noise Impacts Associated with Project-Generated Increases in Off-Site Traffic

With development of the project, traffic volumes on the local roadway network will increase. Those increases in daily traffic volumes will result in a corresponding increase in traffic noise levels at existing uses located along those roadways. Impacts 1 and 2 evaluate increases in off-site traffic noise levels which would result from the project.

Pursuant to Policy SSI-8.5 of the Morgan Hill General Plan, traffic noise level increases from new projects are considered significant if: a) the noise level increase is 5 dB DNL or greater, with a future noise level of less than 60 dB DNL, or b) the noise level increase is 3 dB DNL or greater, with a future noise level of 60 dB DNL or greater.

Impact 1: Increases in Existing Traffic Noise Levels due to the Project

The FHWA Traffic Noise Model (FHWA-RD-77-108) was used to quantify increases in existing traffic noise levels at the existing sensitive land uses nearest to the project area roadway network. The FHWA Model predicts hourly L_{eq} values for free-flowing traffic conditions. Estimates of the hourly distribution of traffic for a typical 24-hour period were used to develop DNL values from L_{eq} values.

Traffic data in the form of peak hour intersection turning movements were provided by the project transportation consultant (Hexagon Transportation Consultants). Those data were converted to Average Daily Traffic (ADT) segment volumes by applying a factor of 5 to the sum of AM and PM peak hour conditions. Other inputs were obtained from BAC field observations and aerial imagery. Appendices C and D contain the FHWA Model inputs for existing and existing plus project conditions, respectively. The existing and existing plus project traffic noise levels at the distances representing the nearest sensitive land uses to the project area roadways are summarized in Table 8. Table 8 also shows the thresholds for determination of a significant traffic noise increase, whether the roadway segment contains sensitive uses, and whether or not significant noise impacts are identified for each segment.

It should be noted that the FHWA Model predictions presented in Table 8 are based on inputs that include weekday peak hour traffic volumes, day/night, and truck type percentages (e.g., medium and heavy trucks), vehicle speed, and distance from roadway centerlines. The FHWA Model does not account for non-traffic ambient noise sources such as nearby wildlife (e.g., birds chipping) or other anthropogenic noise sources within an area (e.g., distant traffic from other roadways, recreational activities, commercial or industrial operations, etc.).

Table 8
Predicted Traffic Noise Level Increases at Existing Sensitive Receptors – Existing vs. Existing Plus Project Conditions

#	Roadway	Segment Description	Predicted DNL (dB)			Significance Threshold[1]	Threshold Exceeded?	Sensitive Receptors Present?[2]	Significant Impact Identified?[3]
			E	E+P	Increase				
1	Monterey Rd	North of Cochrane Rd	63.3	63.3	0.0	3.0	No	Yes	No
2	Monterey Rd	South of Cochrane Rd	66.9	66.9	0.0	3.0	No	Yes	No
3	Cochrane Rd	Monterey Rd to Butterfield Blvd	63.6	63.6	0.0	3.0	No	Yes	No
4	Cochrane Rd	Butterfield Blvd to Evergreen Vlg	64.1	64.2	0.1	3.0	No	No	No
5	Cochrane Rd	Evergreen Vlg to Sutter Blvd	64.0	64.1	0.1	3.0	No	No	No
6	Cochrane Rd	Sutter Blvd to Madrone Pkwy	65.8	65.9	0.0	3.0	No	No	No
7	Cochrane Rd	Madrone Pkwy to US 101 SB Ramps	67.2	67.3	0.0	3.0	No	No	No
8	Cochrane Rd	US 101 SB Ramps to US 101 NB Ramps	61.2	61.2	0.0	3.0	No	No	No
9	Cochrane Rd	East of US 101 NB Ramps	64.2	64.3	0.0	3.0	No	Yes	No
10	Butterfield Blvd	South of Cochrane Rd	--	--	--	--	--	--	--
11	Woodview Ave	North of Cochrane Rd	53.0	53.5	0.5	5.0	No	No	No
12	Evergreen Vlg	South of Cochrane Rd	48.5	48.5	0.0	5.0	No	No	No
13	Sutter Blvd	North of Cochrane Rd	61.8	62.2	0.4	3.0	No	No	No
14	Sutter Blvd	Cochrane Rd to Cochrane Plza	60.5	60.6	0.1	3.0	No	No	No
15	Sutter Blvd	South of Cochrane Plza	61.9	62.2	0.4	3.0	No	No	No
16	Madrone Pkwy	North of Cochrane Rd	59.0	59.0	0.0	5.0	No	No	No
17	Cochrane Plza	South of Cochrane Rd	63.5	63.5	0.0	3.0	No	No	No
18	Cochrane Plza	West of Sutter Blvd	49.6	49.6	0.0	5.0	No	No	No
19	Cochrane Plza	East of Sutter Blvd	48.7	54.1	5.4	5.0	Yes	No	No
20	US 101 SB Ramps	South of Cochrane Rd	69.0	69.0	0.0	3.0	No	No	No
21	US 101 NB Ramps	North of Cochrane Rd	61.1	61.2	0.1	3.0	No	No	No

[1] Significance thresholds contained in General Plan Policy SSI-8.5.
[2] Sensitive receptors identified in this analysis include residences and churches.
[3] A significant impact is identified only along segments where the project-related traffic noise level increase would exceed applicable significance threshold AND where sensitive receptors are present along the roadway segment.

Source: FHWA-RD-77-108 with inputs from Hexagon. Appendices C & D contain FHWA Model inputs.

As indicated in Table 8, project-generated traffic noise level increases would not result in significant noise impacts at existing sensitive receptors located along the project area roadway network relative to increase significance criteria contained in Policy SSI-8.5 of the Morgan Hill General Plan. As a result, this impact is identified as being ***less than significant***.

Impact 2: Increases in Cumulative Traffic Noise Levels due to the Project

The FHWA Traffic Noise Model (FHWA-RD-77-108) was used to quantify increases in future (cumulative) traffic noise levels at the nearest existing sensitive land uses to the project area roadway network. This analysis first assesses whether a cumulative roadway noise impact would occur by comparing the cumulative with project conditions to existing conditions. If a cumulative roadway noise impact is identified, it is further evaluated to assess whether the proposed project would make a cumulatively considerable contribution to the cumulative impact. This process is completed through a comparison of the roadway noise associated with the cumulative with project scenario against the cumulative no-project scenario. Appendices E and F contain the FHWA Model inputs for cumulative and cumulative plus project conditions, respectively.

Table 9 compares the cumulative with project traffic noise levels against existing no project traffic noise levels and includes a determination regarding whether the corresponding increase in traffic noise exposure over time is considerable. Table 10 compares cumulative with project against cumulative no-project conditions to determine if the project's contribution to the cumulative noise environment is considerable.

Table 9
Predicted Traffic Noise Level Increases at Existing Sensitive Receptors – Existing vs. Cumulative Plus Project Conditions

#	Roadway	Segment Description	Predicted DNL (dB)			Significance Threshold[1]	Threshold Exceeded?	Sensitive Receptors Present?[2]	Significant Impact Identified?[3]
			E	C+P	Increase				
1	Monterey Rd	North of Cochrane Rd	63.3	64.4	1.1	3.0	No	Yes	No
2	Monterey Rd	South of Cochrane Rd	66.9	68.3	1.3	3.0	No	Yes	No
3	Cochrane Rd	Monterey Rd to Butterfield Blvd	63.6	64.5	1.0	3.0	No	Yes	No
4	Cochrane Rd	Butterfield Blvd to Evergreen Vlg	64.1	65.3	1.2	3.0	No	No	No
5	Cochrane Rd	Evergreen Vlg to Sutter Blvd	64.0	65.0	1.0	3.0	No	No	No
6	Cochrane Rd	Sutter Blvd to Madrone Pkwy	65.8	66.7	0.9	3.0	No	No	No
7	Cochrane Rd	Madrone Pkwy to US 101 SB Ramps	67.2	68.5	1.2	3.0	No	No	No
8	Cochrane Rd	US 101 SB Ramps to US 101 NB Ramps	61.2	62.0	0.9	3.0	No	No	No
9	Cochrane Rd	East of US 101 NB Ramps	64.2	65.9	1.7	3.0	No	Yes	No
10	Butterfield Blvd	South of Cochrane Rd	--	--	--	--	--	--	--
11	Woodview Ave	North of Cochrane Rd	53.0	56.7	3.7	5.0	No	No	No
12	Evergreen Vlg	South of Cochrane Rd	48.5	48.5	0.0	5.0	No	No	No
13	Sutter Blvd	North of Cochrane Rd	61.8	63.0	1.2	3.0	No	No	No
14	Sutter Blvd	Cochrane Rd to Cochrane Plza	60.5	61.4	0.9	3.0	No	No	No
15	Sutter Blvd	South of Cochrane Plza	61.9	63.0	1.2	3.0	No	No	No
16	Madrone Pkwy	North of Cochrane Rd	59.0	59.0	0.0	5.0	No	No	No
17	Cochrane Plza	South of Cochrane Rd	63.5	64.5	1.0	3.0	No	No	No
18	Cochrane Plza	West of Sutter Blvd	49.6	49.6	0.0	5.0	No	No	No
19	Cochrane Plza	East of Sutter Blvd	48.7	54.1	5.4	5.0	Yes	No	No
20	US 101 SB Ramps	South of Cochrane Rd	69.0	70.0	1.0	3.0	No	No	No
21	US 101 NB Ramps	North of Cochrane Rd	61.1	61.7	0.5	3.0	No	No	No

[1] Significance thresholds contained in General Plan Policy SSI-8.5.
[2] Sensitive receptors identified in this analysis include residences and churches.
[3] A significant impact is identified only along segments where the project-related traffic noise level increase would exceed applicable significance threshold AND where sensitive receptors are present along the roadway segment.

Source: FHWA-RD-77-108 with inputs from Hexagon. Appendices C & F contain FHWA Model inputs.

Table 10
Predicted Traffic Noise Level Increases at Existing Sensitive Receptors – Cumulative vs. Cumulative Plus Project Conditions

#	Roadway	Segment Description	Predicted DNL (dB)			Significance Threshold[1]	Threshold Exceeded?	Sensitive Receptors Present?[2]	Significant Impact Identified?[3]
			C	C+P	Increase				
1	Monterey Rd	North of Cochrane Rd	64.3	64.4	0.0	3.0	No	Yes	No
2	Monterey Rd	South of Cochrane Rd	68.3	68.3	0.0	3.0	No	Yes	No
3	Cochrane Rd	Monterey Rd to Butterfield Blvd	64.5	64.5	0.0	3.0	No	Yes	No
4	Cochrane Rd	Butterfield Blvd to Evergreen Vlg	65.3	65.3	0.0	3.0	No	No	No
5	Cochrane Rd	Evergreen Vlg to Sutter Blvd	65.0	65.0	0.1	3.0	No	No	No
6	Cochrane Rd	Sutter Blvd to Madrone Pkwy	66.7	66.7	0.0	3.0	No	No	No
7	Cochrane Rd	Madrone Pkwy to US 101 SB Ramps	68.5	68.5	0.0	3.0	No	No	No
8	Cochrane Rd	US 101 SB Ramps to US 101 NB Ramps	62.0	62.0	0.0	3.0	No	No	No
9	Cochrane Rd	East of US 101 NB Ramps	65.9	65.9	0.0	3.0	No	Yes	No
10	Butterfield Blvd	South of Cochrane Rd	--	--	--	--	--	--	--
11	Woodview Ave	North of Cochrane Rd	56.4	56.7	0.3	5.0	No	No	No
12	Evergreen Vlg	South of Cochrane Rd	48.5	48.5	0.0	5.0	No	No	No
13	Sutter Blvd	North of Cochrane Rd	62.7	63.0	0.3	3.0	No	No	No
14	Sutter Blvd	Cochrane Rd to Cochrane Plza	61.3	61.4	0.1	3.0	No	No	No
15	Sutter Blvd	South of Cochrane Plza	62.7	63.0	0.3	3.0	No	No	No
16	Madrone Pkwy	North of Cochrane Rd	59.0	59.0	0.0	5.0	No	No	No
17	Cochrane Plza	South of Cochrane Rd	64.5	64.5	0.0	3.0	No	No	No
18	Cochrane Plza	West of Sutter Blvd	49.6	49.6	0.0	5.0	No	No	No
19	Cochrane Plza	East of Sutter Blvd	48.7	54.1	5.4	5.0	Yes	No	No
20	US 101 SB Ramps	South of Cochrane Rd	70.0	70.0	0.0	3.0	No	No	No
21	US 101 NB Ramps	North of Cochrane Rd	61.6	61.7	0.0	3.0	No	No	No

[1] Significance thresholds contained in General Plan Policy SSI-8.5.
[2] Sensitive receptors identified in this analysis include residences and churches.
[3] A significant impact is identified only along segments where the project-related traffic noise level increase would exceed applicable significance threshold AND where sensitive receptors are present along the roadway segment.

Source: FHWA-RD-77-108 with inputs from Hexagon. Appendices E & F contain FHWA Model inputs.

Based on the analysis presented in Tables 9 and 10, off-site traffic noise impacts related to project-generated increases in traffic are identified as ***less than significant*** relative to increase significance criteria contained in Policy SSI-8.5 of the Morgan Hill General Plan.

Off-Site Noise Impacts Associated with On-Site Operational Noise Sources

The project consists of the construction and operation of a Chick-fil-A restaurant with drive-through services. It is the understanding of BAC that the project proposes restaurant operations (including drive-through services) during the hours of 6:00 a.m. to 10:00 p.m. The primary noise sources associated with project on-site operations have been identified as parking lot movements, drive-thru operations (vehicle passages and amplified menu speaker board), on-site vehicle circulation, outdoor patio noise (patrons conversing), delivery truck circulation and delivery activities, and mechanical equipment (HVAC). Analyses of each of the identified project noise sources at the future commercial use to the west (hotel) and existing commercial use to the south (medical offices) are provided in the following section.

For noise generated by on-site operations, Section 18.76.090 of the Morgan Hill Municipal Code establishes a property line exterior noise level standard of 65 dB L_{eq} for commercial uses. Additionally, Policy SSI-8.4 of the Morgan Hill General Plan states that interior noise levels in office buildings should be maintained at 45 dB L_{eq}. Satisfaction of the City's noise level criteria at the closest commercial uses would ensure compliance with the City's noise level limits at commercial uses located farther away.

Impact 3: Parking Area Noise at Adjacent Commercial Land Uses

As a means of determining potential noise exposure due to project parking lot activities, Bollard Acoustical Consultants, Inc. (BAC) utilized specific parking lot noise level measurements conducted by BAC. Specifically, a series of individual noise measurements were conducted of multiple vehicle types arriving and departing a parking area, including engines starting and stopping, car doors opening and closing, and persons conversing as they entered and exited the vehicles. The results of those measurements revealed that individual parking lot movements generated mean noise levels of approximately 70 dB SEL at a reference distance of 50 feet.

To compute hourly average (L_{eq}) noise levels generated by parking lot activities, the approximate number of hourly operations and distance to parking stalls is required. According to the project site plan, the project proposes parking stalls on the west and south sides of the project property (Figure 2). The hourly average noise level generated by parking lot movements is computed using the following formula:

$$Peak\ Hour\ L_{eq} = 70+10*log\ (N) - 35.6$$

Where 70 is the mean Sound Exposure Level (SEL) for an automobile parking lot arrival or departure, N is the number of parking lot operations in a given hour, and 35.6 is 10 times the logarithm of the number of seconds in an hour. Using the information provided above, the provided project site plan, and assuming standard spherical spreading loss (-6 dB per doubling of distance), project parking activity noise exposure at the adjacent future and existing commercial uses was calculated and the results of those calculations are presented in Table 11.

The results presented in Table 11 include an analysis of noise exposure associated with a portion of the closest parking stalls to the adjacent commercial uses. It was conservatively assumed for the purposes of this analysis that those nearest parking stalls could either fill or empty during a given peak hour (although it is likely that parking area activity would be more spread out). The number of parking stalls utilized in the analysis are footnoted in Table 11.

Table 11
Predicted Parking Area Noise Levels at Adjacent Commercial Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]
Future Commercial – Hotel	West	Property Line	54
Existing Commercial – Medical Offices	South	Property Line	45
Existing Commercial – Medical Offices	South	Building Facade	33

[1] Locations of commercial land uses are shown in Figure 1.
[2] Number of parking stalls included in analysis: Future Commercial-Hotel (15), Existing Commercial-Offices (25).

Source: Bollard Acoustical Consultants, Inc. 2023.

As shown in Table 11, project parking area movements are predicted to satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the adjacent future and existing commercial uses.

Standard building construction (e.g., stucco siding, STC-27 windows, door weather-stripping, exterior wall insulation, composition plywood roof), typically results in an exterior to interior noise reduction of approximately 25 dB with windows closed and approximately 15 dB with windows open. Given the predicted noise level at the building facade of the existing office building to the south shown in Table 11, and after consideration of the above-mentioned exterior to interior noise level reduction typically provided by standard building construction, project parking area noise level exposure is expected to be well below the General Plan's interior noise level standard of 45 dB L_{eq} within the closest existing office buildings.

Table 5 of this report contains the results from the BAC ambient noise survey at Site B, which is believed to be representative of the ambient noise environment at the existing commercial offices to the south of the project. Using the lowest measured average (L_{eq}) noise levels at Site B during the survey, ambient plus project parking area noise level increases were calculated at the existing offices to the south. According to the results from that exercise, the project-generated increase in ambient daytime noise levels is calculated to be less than 0.1 dB L_{eq} at the closest medical office buildings to the south (Note: For the purposes of this analysis, it is reasonably assumed that the hours of business for the existing medical offices to the south are during daytime hours only). The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB.

Because noise exposure from project parking area activities is predicted to satisfy applicable Morgan Hill Municipal Code and General Plan noise level criteria at the adjacent commercial uses, and because noise level exposure from those activities is not calculated to significantly increase ambient noise levels at the closest existing commercial uses (medical offices), this impact is identified as being ***less than significant.***

Impact 4: Drive-Thru Operations Noise at Adjacent Commercial Land Uses

According to the project site plan, the proposed drive-through will have two (2) amplified menu speaker posts. Specifically, it is the understanding of BAC that the project proposes two (2) HME SPP2 speaker posts.

To quantify the noise emissions of the proposed drive-through speaker usage, BAC utilized noise level measurement data published by the speaker manufacturer (HM Electronics, Inc.). According to the manufacturers noise level data sheet, presented as Appendix G, the proposed HME SPP2 speaker post can incorporate automatic volume control (AVC), which adjusts outbound volume based on the ambient noise level environment. For example, assuming an outdoor ambient noise level of 45 dB, the speaker will adjust the volume of the system to 45 dB for a resulting overall sound level of 48 dB at a distance of 4 feet. Without the AVC option, the speaker reference noise level is 72 dB at 4 feet. To quantify the noise emissions of the proposed drive-through vehicle passages, BAC utilized noise measurement data collected for similar drive-through operations in the greater Sacramento area in recent years. BAC file data indicates that drive-through vehicle passages, including vehicle idling, have median and maximum noise levels of 60 dB L_{eq} at a distance of 5 feet.

Using the BAC drive-through vehicle passby data and speaker manufacturer noise level measurements presented above, and assuming standard spherical spreading loss (-6 dB per doubling of distance), data were projected from the proposed drive-through lane and speaker posts to the adjacent future and existing commercial uses. The results of those projections are provided in Table 12. The results presented in Table 12 include conservative predictions of project drive-through speaker noise levels (i.e., AVC option not enabled).

Table 12
Predicted Drive-Through Noise Levels at Adjacent Commercial Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]	
			Speakers[3]	Vehicles
Future Commercial – Hotel	West	Property Line	44	37
Existing Commercial – Medical Offices	South	Property Line	34	50
Existing Commercial – Medical Offices	South	Building Facade	29	26

[1] Locations of commercial land uses are shown in Figure 1.
[2] Combined noise level from two speakers in operation simultaneously (worst-case).
[3] Predicted speaker noise level with AVC option not enabled.

Source: Bollard Acoustical Consultants, Inc. 2023.

The Table 12 data indicate that project drive-through operations noise levels are predicted to satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the adjacent future and existing commercial uses. It should be noted that activation of the drive-through speaker model's AVC option would further reduce speaker noise level exposure at adjacent commercial uses.

Based on the predicted exterior noise levels shown in Table 12, and after consideration of the exterior to interior noise level reduction typically provided by standard building construction (i.e.,

at least 25 dB with windows closed and approximately 15 dB with windows open), project drive-through operations noise level exposure is expected to be well below the General Plan's interior noise level standard of 45 dB L_{eq} within the closest existing office buildings.

As discussed previously, BAC ambient noise measurements obtained at Site B are believed to be representative of the ambient noise environment at the existing commercial offices to the south of the project. Using the lowest measured average (L_{eq}) noise levels at Site B during the survey, ambient plus project drive-through operations noise level increases were calculated at the existing offices to the south. According to the results from that exercise, project-generated increases in ambient daytime noise levels are calculated to be less than 0.1 dB L_{eq} at the closest medical office buildings to the south. It is reasonably assumed that the hours of business for the existing medical offices to the south are during daytime hours only. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB.

Because noise exposure from project drive-through operations is predicted to satisfy applicable Morgan Hill Municipal Code and General Plan noise level criteria at the adjacent commercial uses, and because noise level exposure from those operations is not calculated to significantly increase ambient noise levels at the closest existing commercial uses (medical offices), this impact is identified as being ***less than significant.***

Impact 5: On-Site Vehicle Circulation Noise at Adjacent Commercial Land Uses

To quantify project on-site passenger vehicle circulation noise exposure, BAC utilized specific automobile passby noise level measurements conducted by BAC. Specifically, a series of individual noise measurements were conducted of multiple vehicle types arriving and departing a parking area. The results of those measurements revealed that individual vehicle passbys generated mean noise levels of approximately 70 dB SEL at a reference distance of 50 feet.

To compute hourly average (L_{eq}) noise levels generated by project on-site vehicle circulation, the approximate number of hourly operations is required. According to the project traffic memorandum (prepared by Hexagon Transportation Consultants, Inc.), the project is estimated to generate up to 101 vehicle trips during an AM peak hour and as many as 201 vehicle trips during a PM peak hour. Based on a conservative 201 vehicle trips per hour, and assuming standard spherical spreading loss (-6 dB per doubling of distance), worst-case project on-site passenger vehicle circulation noise exposure at the adjacent future and existing commercial uses was calculated and the results of those calculations are presented in Table 13.

It should be noted that the results presented in Table 13 conservatively assume that worse-case busy hour vehicle trip generation could all occur within an on-site drive lane located closest to an adjacent commercial use. However, it is more likely that on-site vehicle circulation would be more evenly distributed.

Table 13
Predicted On-Site Passenger Vehicle Circulation Noise Levels at Adjacent Commercial Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]
Future Commercial – Hotel	West	Property Line	61
Existing Commercial – Medical Offices	South	Property Line	61
Existing Commercial – Medical Offices	South	Building Facade	46

[1] Locations of commercial land uses are shown in Figure 1.
[2] Predicted noise level based on 201 vehicle trips during a given worst-case busy hour.

Source: Bollard Acoustical Consultants, Inc. 2023.

As indicated in Table 13, predicted worst-case project on-site vehicle circulation noise levels would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the adjacent future and existing commercial uses.

Given the predicted exterior noise levels presented in Table 13, and after consideration of the exterior to interior noise level reduction typically provided by standard building construction (i.e., at least 25 dB with windows closed and approximately 15 dB with windows open), project on-site vehicle circulation noise level exposure is expected to be well below the General Plan's interior noise level standard of 45 dB L_{eq} within the closest existing office buildings.

As noted previously, BAC ambient noise measurements obtained at Site B are believed to be representative of the ambient noise environment at the existing commercial offices to the south of the project. Using the lowest measured average (L_{eq}) noise levels at Site B during the survey, ambient plus project on-site vehicle circulation noise level increases were calculated at the existing offices to the south. According to the results from that exercise, project-generated increases in ambient daytime noise levels are calculated to be 0.3 dB L_{eq} at the closest medical office buildings to the south. It is reasonably assumed that the hours of business for the existing medical offices to the south are during daytime hours only. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB.

Because noise exposure from project worst-case on-site vehicle circulation is predicted to satisfy applicable Morgan Hill Municipal Code and General Plan noise level criteria at the adjacent commercial uses, and because noise level exposure from this noise source is not calculated to significantly increase ambient noise levels at the closest existing commercial uses (medical offices), this impact is identified as being ***less than significant.***

Impact 6: Outdoor Patio Noise at Adjacent Commercial Land Uses

According to the provided site plans, the project proposes a small outdoor seating area (patio) for patrons. It is estimated the outdoor patio area could accommodate approximately 25 people at full capacity. To quantify outdoor patio area noise levels, BAC utilized reference file data for persons speaking in normal and raised voices (normal voice = 57 dB per person at 3 feet and raised voice = 64 dB per person at 3 feet).

Given the restaurant use type, it is assumed that patrons would generally occupy the outdoor patio areas for a duration of approximately 15 to 30 minutes of an hour. However, for the purposes of this analysis, it was conservatively assumed patrons would occupy the patio areas for a minimum of 30 minutes of a given hour.

Based on worse-case outdoor patio occupancy of 25 people (assumed full capacity), the cited BAC file data above, and assuming standard spherical spreading loss (-6 dB per doubling of distance), outdoor seating area patron noise was projected at the adjacent future and existing commercial uses. The results of those projections are presented in Table 14.

Table 14
Predicted Outdoor Patio Patron Noise Levels at Adjacent Commercial Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]
Future Commercial – Hotel	West	Property Line	40
Existing Commercial – Medical Offices	South	Property Line	40
Existing Commercial – Medical Offices	South	Building Facade	32

[1] Locations of commercial land uses are shown in Figure 1.
[2] Predicted noise level based on 25 people conversing simultaneously (20 normal speaking voice; 5 raised voice).

Source: Bollard Acoustical Consultants, Inc. 2023.

Table 14 data indicate that predicted worst-case patio conversation noise levels would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the adjacent future and existing commercial uses.

Based on the predicted exterior noise levels presented in Table 14, and after consideration of the exterior to interior noise level reduction typically provided by standard building construction (i.e., at least 25 dB with windows closed and approximately 15 dB with windows open), project patio noise level exposure is expected to be well below the General Plan's interior noise level standard of 45 dB L_{eq} within the closest existing office buildings.

As discussed previously, BAC ambient noise measurements obtained at Site B are believed to be representative of the ambient noise environment at the existing commercial offices to the south of the project. Using the lowest measured average (L_{eq}) noise levels at Site B during the survey, ambient plus project patio noise level increases were calculated at the existing offices to the south. According to the results from that exercise, project-generated increases in ambient daytime noise levels are calculated to be less than 0.1 dB L_{eq} at the closest medical office buildings to the south. It is reasonably assumed that the hours of business for the existing medical offices to the south are during daytime hours only. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB.

Because noise exposure from the proposed outdoor patio is predicted to satisfy applicable Morgan Hill Municipal Code and General Plan noise level criteria at the adjacent commercial uses, and because noise level exposure from this noise source is not calculated to significantly increase ambient noise levels at the closest existing commercial uses (medical offices), this impact is identified as being ***less than significant.***

Impact 7: On-Site Truck Circulation Noise at Adjacent Commercial Land Uses

Based on the project site design, deliveries of product to the proposed restaurant will likely occur at the front of the building with medium-duty trucks/vans. However, for the purposes of this analysis, it was conservatively assumed that the project could also receive deliveries from heavy trucks.

On-site truck passbys are expected to be relatively brief and will occur at low speeds. To predict noise levels generated by on-site truck circulation, BAC utilized file data obtained from measurements conducted by BAC of heavy and medium duty truck passbys. According to BAC file data, single-event heavy and medium truck passby noise levels are approximately 83 and 76 dB SEL (respectively) at a reference distance of 50 feet.

To calculate hourly average (L_{eq}) noise level exposure from truck circulation, it was assumed that the project could conservatively have 1 heavy truck and 1 medium duty truck delivery during the same worst-case busy hour. Based on the hourly delivery truck assumptions above, and SEL's of 83 and 76 dB per passby, the combined hourly average noise level generated by project on-site delivery truck circulation computes to 51 dB L_{eq} at a reference distance of 50 feet from the passby route during the worst-case hour of deliveries.

Based on the reference noise level data and operations assumptions presented above, and assuming standard spherical spreading loss (-6 dB per doubling of distance), worst-case project on-site truck circulation noise exposure at the adjacent future and existing commercial uses was calculated and the results of those calculations are presented in Table 15.

Table 15
Predicted On-Site Truck Circulation Noise Levels at Adjacent Commercial Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]
Future Commercial – Hotel	West	Property Line	53
Existing Commercial – Medical Offices	South	Property Line	53
Existing Commercial – Medical Offices	South	Building Facade	33

[1] Locations of commercial land uses are shown in Figure 1.
[2] Predicted noise level based on 1 heavy truck and 1 medium truck delivery within the same hour.

Source: Bollard Acoustical Consultants, Inc. 2023.

As shown in Table 15, predicted on-site truck circulation noise levels would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the adjacent future and existing commercial uses.

Given the predicted exterior noise levels presented in Table 15, and after consideration of the exterior to interior noise level reduction typically provided by standard building construction (i.e., at least 25 dB with windows closed and approximately 15 dB with windows open), project on-site truck circulation noise level exposure is expected to be well below the General Plan's interior noise level standard of 45 dB L_{eq} within the closest existing office buildings.

As noted previously, BAC ambient noise measurements obtained at Site B are believed to be representative of the ambient noise environment at the existing commercial offices to the south of the project. Using the lowest measured average (L_{eq}) noise levels at Site B during the survey, ambient plus project on-site truck circulation noise level increases were calculated at the existing offices to the south. According to the results from that exercise, project-generated increases in ambient daytime noise levels are calculated to be less than 0.1 dB L_{eq} at the closest medical office buildings to the south. It is reasonably assumed that the hours of business for the existing medical offices to the south are during daytime hours only. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB.

Because noise exposure from project on-site truck circulation is predicted to satisfy applicable Morgan Hill Municipal Code and General Plan noise level criteria at the adjacent commercial uses, and because noise level exposure from this noise source is not calculated to significantly increase ambient noise levels at the closest existing commercial uses (medical offices), this impact is identified as being ***less than significant.***

Impact 8: Truck Delivery Noise at Adjacent Commercial Land Uses

As mentioned previously, deliveries of product to the proposed restaurant will likely occur at the front of the building with medium-duty trucks/vans. However, for the purposes of this analysis, it was conservatively assumed that the project could also receive deliveries from heavy trucks. The location of the assumed truck delivery area is illustrated in Figure 2.

The primary noise sources associated with delivery activities are trucks stopping (air brakes), trucks backing into position (back-up alarms), and trucks pulling away from the unloading area (revving engines). BAC file data indicate that noise levels associated with medium- (including side-step vans) and heavy-duty truck deliveries are approximately 76 dB SEL at a distance of 100 feet.

To calculate hourly average (L_{eq}) noise level exposure from truck deliveries, it was assumed that the project could conservatively have 1 heavy truck and 1 medium duty truck delivery during the same worst-case busy hour. Based on the hourly delivery trucks assumptions above and an SEL of 76 dB, the hourly average noise level computes to 43 dB L_{eq} at a reference distance of 100 feet during the worst-case hour of deliveries.

Using the reference noise level data and operations assumptions presented above, and assuming standard spherical spreading loss (-6 dB per doubling of distance), worst-case project truck delivery noise exposure at the adjacent future and existing commercial uses was calculated and the results of those calculations are presented in Table 16.

Table 16
Predicted Truck Delivery Noise Levels at Adjacent Commercial Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)[2]
Future Commercial – Hotel	West	Property Line	43
Existing Commercial – Medical Offices	South	Property Line	43
Existing Commercial – Medical Offices	South	Building Facade	33

[1] Locations of commercial land uses are shown in Figure 1.
[2] Predicted noise level based on 1 heavy truck and 1 medium truck delivery within the same hour.

Source: Bollard Acoustical Consultants, Inc. 2023.

Table 16 data indicate that predicted truck delivery noise levels would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the adjacent future and existing commercial uses.

Based on the predicted exterior noise levels shown in Table 16, and after consideration of the exterior to interior noise level reduction typically provided by standard building construction (i.e., at least 25 dB with windows closed and approximately 15 dB with windows open), project truck delivery noise level exposure is expected to be well below the General Plan's interior noise level standard of 45 dB L_{eq} within the closest existing office buildings.

As mentioned previously, BAC ambient noise measurements obtained at Site B are believed to be representative of the ambient noise environment at the existing commercial offices to the south of the project. Using the lowest measured average (L_{eq}) noise levels at Site B during the survey, ambient plus project truck delivery noise level increases were calculated at the existing offices to the south. According to the results from that exercise, project-generated increases in ambient daytime noise levels are calculated to be less than 0.1 dB L_{eq} at the closest medical office buildings to the south. It is reasonably assumed that the hours of business for the existing medical offices to the south are during daytime hours only. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB.

Because noise exposure from project truck deliveries is predicted to satisfy applicable Morgan Hill Municipal Code and General Plan noise level criteria at the adjacent commercial uses, and because noise level exposure from those activities is not calculated to significantly increase ambient noise levels at the closest existing commercial uses (medical offices), this impact is identified as being ***less than significant.***

Impact 9: Mechanical Equipment (HVAC) Noise at Adjacent Commercial Land Uses

Heating, ventilating, and air conditioning (HVAC) requirements for the proposed QSR building will most likely be met using packaged roof-mounted systems. As a means of determining noise exposure due to rooftop mechanical equipment, BAC utilized reference file data collected for previous studies. BAC reference file data for HVAC systems indicate that a 12.5-ton packaged unit can be expected to generate an A-weighted sound power level of 85 dB.

Using the sound power data stated above, and assuming standard spherical spreading loss (-6 dB per doubling of distance), project HVAC equipment noise exposure at the adjacent future and existing commercial uses was calculated and the results of those calculations are presented in Table 17.

Table 17
Predicted HVAC Equipment Noise Levels at Adjacent Commercial Uses

Receiver[1]	Direction	Assessment Location	Predicted Noise Level, L_{eq} (dB)
Future Commercial – Hotel	West	Property Line	45
Existing Commercial – Medical Offices	South	Property Line	41
Existing Commercial – Medical Offices	South	Building Facade	33

[1] Locations of commercial land uses are shown in Figure 1.

Source: Bollard Acoustical Consultants, Inc. 2023.

As shown in Table 17, project HVAC equipment noise levels are predicted to satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the adjacent future and existing commercial uses.

Given the predicted exterior noise levels presented in Table 17, and after consideration of the exterior to interior noise level reduction typically provided by standard building construction (i.e., at least 25 dB with windows closed and approximately 15 dB with windows open), project HVAC equipment noise level exposure is expected to be well below the General Plan's interior noise level standard of 45 dB L_{eq} within the closest existing office buildings.

As noted previously, BAC ambient noise measurements obtained at Site B are believed to be representative of the ambient noise environment at the existing commercial offices to the south of the project. Using the lowest measured average (L_{eq}) noise levels at Site B during the survey, ambient plus project HVAC equipment noise level increases were calculated at the existing offices to the south. According to the results from that exercise, project-generated increases in ambient daytime noise levels are calculated to be less than 0.1 dB L_{eq} at the closest medical office buildings to the south. It is reasonably assumed that the hours of business for the existing medical offices to the south are during daytime hours only. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB.

Because noise exposure from project HVAC equipment is predicted to satisfy applicable Morgan Hill Municipal Code and General Plan noise level criteria at the adjacent commercial uses, and because noise level exposure from this noise source is not calculated to significantly increase ambient noise levels at the closest existing commercial uses (medical offices), this impact is identified as being ***less than significant.***

Impact 10: Cumulative On-Site Operations Noise at Adjacent Commercial Land Uses

The calculated cumulative (combined) noise levels from analyzed on-site operations at the adjacent future and existing commercial uses are presented in Table 18. It should be noted that due to the logarithmic nature of the decibel scale, the sum of two noise values which differ by 10 dB equates to an overall increase in noise levels of 0.4 dB. When the noise sources are equivalent, the sum would result in an overall increase in noise levels of 3 dB.

Table 18
Calculated Cumulative On-Site Noise Levels at Adjacent Commercial Uses

		Predicted Exterior Noise Levels, L_{eq} (dB)								
			Drive-Through		On-Site	Outdoor	On-Site	Truck		Cumulative,
Commercial Receiver	Direction	Parking	Speakers	Vehicles	Vehicle Circ.	Patio	Truck Circ.	Deliveries	HVAC	L_{eq} (dB)[1]
Future Hotel	West	54	44	37	61	40	53	43	45	62
Existing Medical Offices	South	45	34	50	61	40	53	43	41	62
Existing Medical Offices	South	33	29	26	46	32	33	33	33	47

[1] Calculated cumulative noise levels based on predicted noise levels presented in Impacts 3-9.

Source: Bollard Acoustical Consultants, Inc. 2023.

Table 18 data indicate that calculated cumulative (combined) noise level exposure from analyzed project on-site operations would satisfy the Municipal Code 65 dB L_{eq} exterior noise level standard at the property lines of the adjacent future and existing commercial uses.

Based on the predicted exterior noise levels presented in Table 18, and after consideration of the exterior to interior noise level reduction typically provided by standard building construction (i.e., at least 25 dB with windows closed and approximately 15 dB with windows open), combined project on-site operations noise level exposure is expected to satisfy the General Plan's interior noise level standard of 45 dB L_{eq} within the closest existing office buildings.

BAC ambient noise measurements obtained at Site B are believed to be representative of the ambient noise environment at the existing commercial offices to the south of the project. Using the lowest measured average (L_{eq}) noise levels at Site B during the survey, cumulative increases in ambient noise levels were calculated at the existing offices to the south. According to the results from that exercise, cumulative project-generated increases in ambient daytime noise levels are calculated to be 0.3 dB L_{eq} at the closest medical office buildings to the south. It is reasonably assumed that the hours of business for the existing medical offices to the south are during daytime hours only. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB.

Because cumulative (combined) noise exposure from on-site operations is predicted to satisfy applicable Morgan Hill Municipal Code and General Plan noise level criteria at the adjacent commercial uses, and because cumulative noise level exposure from those operations is not calculated to significantly increase ambient noise levels at the closest existing commercial uses (medical offices), this impact is identified as being ***less than significant.***

Noise Impacts Associated with Project Construction Activities

Impact 11: Project Demolition & Construction Noise at Adjacent Commercial Land Uses

During project demolition and construction activities, heavy equipment would be used for grading excavation, paving, and building construction, which would increase ambient noise levels when in use. Noise levels would vary depending on the type of equipment used, how it is operated, and how well it is maintained. Noise exposure at any single point outside the project work area would also vary depending upon the proximity of equipment activities to that point.

Table 19 includes the range of maximum noise levels for equipment commonly used in general construction projects at full-power operation at a distance of 50 feet. Not all of these construction activities would be required of this project. Table 19 data also include predicted maximum (L_{max}) equipment noise levels at the adjacent future and existing commercial uses, which assume a standard spherical spreading loss of 6 dB per doubling of distance.

Table 19
Reference and Projected Noise Levels for Typical Residential Construction Equipment

Equipment	Reference Noise Level at 50 Feet, L_{max} (dB)	Projected Noise Level, L_{max} (dB)		
		Future Commercial PL (Hotel)	Existing Commercial PL (Medical Offices)	Existing Commercial Bldg (Medical Offices)
Air compressor	80	90	90	66
Backhoe	80	90	90	66
Ballast equalizer	82	92	92	68
Ballast tamper	83	93	93	69
Compactor	82	92	92	68
Concrete mixer	85	95	95	71
Concrete pump	82	92	92	68
Concrete vibrator	76	86	86	62
Crane, mobile	83	93	93	69
Dozer	85	95	95	71
Excavator	85	95	95	71
Generator	82	92	92	68
Grader	85	95	95	71
Impact wrench	85	95	95	71
Loader	80	90	90	66
Paver	85	95	95	71
Pneumatic tool	85	95	95	71
Pump	77	87	87	63
Saw	76	86	86	62
Scarifier	83	93	93	69
Scraper	85	95	95	71
Shovel	82	92	92	68
Spike driver	77	87	87	63
Tie cutter	84	94	94	70
Tie handler	80	90	90	66
Tie inserter	85	95	95	71
Truck	84	94	94	70
Low		86	86	62
High		95	95	71
Average		91	91	67

Source: 2018 FTA Noise and Vibration Impact Assessment Manual, Table 7-1 and BAC calculations.

As noted in the Regulatory Setting Section of this report, Section 8.28.040(D) of the Morgan Hill Municipal Code exempts construction noise provided that such activities do not occur during set hours. Specifically, construction activities are prohibited other than between the hours of 7:00 a.m. and 8:00 p.m., Monday through Friday and between the hours of 9:00 a.m. to 6:00 p.m. on Saturday. Further, construction activities may not occur on Sundays or federal holidays. It is reasonably assumed for the purposes of this analysis that all on-site noise-generating project construction equipment and activities would occur pursuant to Municipal Code Section 8.28.040(D) and would thereby be exempt from Municipal Code noise level criteria.

However, noise from heavy equipment operations during on-site demolition/construction activities would add to the noise environment in the immediate vicinity of the work area. In terms of determining the temporary noise increase due to project-related demolition/construction activities, an impact would occur if those activities were to noticeably increase ambient noise levels above background levels at nearby existing commercial uses. As mentioned previously in this report,

the threshold of perception of the human ear is approximately 3 to 5 dB – a 5 dB change is considered to be clearly noticeable. For this analysis, a noticeable increase in ambient noise levels is assumed to occur where noise levels increase by 5 dB or more over existing ambient noise levels.

As mentioned previously, BAC ambient noise measurements obtained at Site B are believed to be representative of the ambient noise environment at the existing commercial offices to the south of the project. Using the lowest measured maximum (L_{max}) noise levels at Site B during the survey (presented in Table 5 of this report), and the highest predicted construction equipment maximum noise levels shown in Table 19, ambient plus project demolition/construction equipment noise level increases were calculated at the existing offices to the south. According to the results from that exercise, project-generated increases in ambient daytime noise levels are calculated to be 0.9 dB L_{max} at the closest medical office buildings to the south. It is reasonably assumed that the hours of business for the existing medical offices to the south are during daytime hours only. The calculated increase in ambient daytime noise levels indicated above is well below the applied increase significance criterion of 5 dB.

Based on the analysis and results provided above, this impact is identified as being ***less than significant***. Nonetheless, to the reduce the potential for annoyance at nearby existing uses, the following measures should be incorporated into project on-site construction operations:

- All on-site noise-generating construction activities shall occur pursuant to Section 8.28.040(D) of the Morgan Hill Municipal Code.
- 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.

Vibration Impacts Associated with Project Activities

Impact 12: Vibration Generated by On-Site Project Demolition/Construction/Operations

During project demolition and construction, heavy equipment would be used for grading, excavation, paving, and building construction, which would generate localized vibration in the immediate vicinity of the construction. The nearest existing structures have been identified as relatively newer engineered commercial buildings (not highly susceptible to damage by vibration).

Table 20 includes the range of vibration levels for equipment commonly used in general residential construction projects at a distance of 25 feet. Table 20 data also include projected equipment vibration levels at the nearest off-site existing structures to the project area.

Table 20
Reference and Projected Vibration Source Amplitudes for Construction Equipment

Equipment	Reference Maximum Vibration Level at 25 feet, VdB (rms)	Projected Maximum Vibration Level, VdB (rms)[1]		
		Existing Commercial Bldg (East)	Existing Medical Office Bldg (South)	Future Hotel Bldg (West)[2]
Vibratory Roller	94	63	60	73
Hoe Ram	87	<55	<55	63
Large bulldozer	87	<55	<55	63
Caisson drilling	87	<55	<55	63
Loaded trucks	86	<55	<55	62
Jackhammer	79	<55	<55	58
Small bulldozer	58	<55	<55	<55

[1] RMS velocity in decibels (VdB) re 1 micro-inch/second.

[2] An analysis of project-generated vibration levels at the future hotel building to the west in the event construction and operation of the hotel use is complete before project construction begins.

Source: 2018 FTA Transit Noise and Vibration Impact Assessment Manual and BAC calculations.

Section 18.76.130 of the Morgan Hill Municipal Code states that vibration transmitted through the ground that is discernible without instruments at the lot line of the establishment or use is prohibited. However, vibrations from temporary construction, demolition, and vehicles that enter and leave the lot (e.g., construction equipment, trucks, etc.) are exempt from this standard.

Based on the data presented in Table 20, vibration levels generated from on-site demolition/construction activities are predicted to be below the FTA threshold for damage to engineered structures (98 VdB) at a distance of 25 feet from those activities. At the closest existing commercial building (east) and nearest existing medical building (south), demolition/construction-related vibration levels are predicted to be below the 65 VdB threshold of human perception (Table 20). It is the understanding of BAC that the existing medical buildings to the south of the project may contain equipment sensitive to vibration. Table 20 data indicate that predicted demolition/construction-related vibration levels at the closest medical building (south) would be below the FTA threshold of 65 VdB for buildings where vibration would interfere with interior operations/equipment.

It should be noted that an analysis of project-generated vibration levels was also conducted at the future off-site hotel building (west) in the event the structure is completed and operational before project construction activities commence. As indicated in Table 20, construction-related vibration levels are predicted to be below levels considered to be annoying (75 VdB) at the future hotel building. Based on the analysis provided above, on-site construction within the project area is not expected to result in excessive groundborne vibration levels at nearby off-site structures.

Results from the ambient vibration level monitoring within the project area (Table 6) indicate that average measured vibration levels were below the 65 VdB threshold of perception. Therefore, it is expected that the project would not result in the exposure of persons to excessive groundborne vibration levels at proposed uses of the project.

Finally, the project proposes the construction of commercial uses. It is the experience of BAC that these uses do not typically have equipment that generates appreciable vibration.

Because vibration levels due to and upon the project are expected to be satisfactory relative to the applied FTA vibration impact criteria, this impact is considered to be ***less than significant***.

This concludes BAC's noise and vibration assessment of the Chick-fil-A Restaurant project in Morgan Hill, California. Please contact BAC at (530) 537-2328 or info@bacnoise.com if you have any comments or questions regarding this report.

Appendix A
Acoustical Terminology

Acoustics The science of sound.

Ambient Noise The distinctive acoustical characteristics of a given space consisting of all noise sources audible at that location. In many cases, the term ambient is used to describe an existing or pre-project condition such as the setting in an environmental noise study.

Attenuation The reduction of an acoustic signal.

A-Weighting A frequency-response adjustment of a sound level meter that conditions the output signal to approximate human response.

Decibel or dB Fundamental unit of sound. A Bell is defined as the logarithm of the ratio of the sound pressure squared over the reference pressure squared. A Decibel is one-tenth of a Bell.

CNEL Community Noise Equivalent Level. Defined as the 24-hour average noise level with noise occurring during evening hours (7 - 10 p.m.) weighted by a factor of three and nighttime hours weighted by a factor of 10 prior to averaging.

Frequency The measure of the rapidity of alterations of a periodic signal, expressed in cycles per second or hertz.

IIC Impact Insulation Class (IIC): A single-number representation of a floor/ceiling partition's impact generated noise insulation performance. The field-measured version of this number is the FIIC.

L_{dn} Day/Night Average Sound Level. Similar to CNEL but with no evening weighting.

L_{eq} Equivalent or energy-averaged sound level.

L_{max} The highest root-mean-square (RMS) sound level measured over a given period of time.

Loudness A subjective term for the sensation of the magnitude of sound.

Masking The amount (or the process) by which the threshold of audibility is for one sound is raised by the presence of another (masking) sound.

Noise Unwanted sound.

Peak Noise The level corresponding to the highest (not RMS) sound pressure measured over a given period of time. This term is often confused with the "Maximum" level, which is the highest RMS level.

RT_{60} The time it takes reverberant sound to decay by 60 dB once the source has been removed.

STC Sound Transmission Class (STC): A single-number representation of a partition's noise insulation performance. This number is based on laboratory-measured, 16-band (1/3-octave) transmission loss (TL) data of the subject partition. The field-measured version of this number is the FSTC.

Legend

A Site A: Along western project property line, facing east

B Site B: Along southern project property line, facing south towards medical offices

Chick-fil-A Restaurant
Morgan Hill, CA

Noise & Vibration Survey Photographs

Appendix B

BOLLARD Acoustical Consultants

Appendix C-1 of 1
FHWA Highway Traffic Noise Prediction Model Inputs
Chick-fil-A Restaurant
File Name: Existing
Run Date: 4/19/2023

#	Roadway	Description	ADT	Day %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance to Receptor	Offset (dB)
1	Monterey Rd	North of Cochrane Rd	15,445	80	20	2	2	45	150	0
2	Monterey Rd	South of Cochrane Rd	22,475	80	20	2	2	45	110	0
3	Cochrane Rd	Monterey Rd to Butterfield Blvd	16,410	80	20	2	2	45	150	0
4	Cochrane Rd	Butterfield Blvd to Evergreen Vlg	18,630	80	20	2	2	45	150	0
5	Cochrane Rd	Evergreen Vlg to Sutter Blvd	18,220	80	20	2	2	45	150	0
6	Cochrane Rd	Sutter Blvd to Madrone Pkwy	27,665	80	20	2	2	45	150	0
7	Cochrane Rd	Madrone Pkwy to US 101 SB Ramps	20,900	80	20	2	2	45	100	0
8	Cochrane Rd	US 101 SB Ramps to US 101 NB Ramps	28,960	80	20	2	2	45	315	0
9	Cochrane Rd	East of US 101 NB Ramps	14,525	80	20	2	2	45	125	0
10	Butterfield Blvd	South of Cochrane Rd								
11	Woodview Ave	North of Cochrane Rd	1,560	80	20	2	2	35	110	0
12	Evergreen Vlg	South of Cochrane Rd	760	80	20	2	2	25	100	0
13	Sutter Blvd	North of Cochrane Rd	6,650	80	20	2	2	35	75	0
14	Sutter Blvd	Cochrane Rd to Cochrane Plza	7,555	80	20	2	2	35	100	0
15	Sutter Blvd	South of Cochrane Plza	6,750	80	20	2	2	35	75	0
16	Madrone Pkwy	North of Cochrane Rd	3,500	80	20	2	2	35	75	0
17	Cochrane Plza	South of Cochrane Rd	8,480	80	20	2	2	25	50	0
18	Cochrane Plza	West of Sutter Blvd	2,740	80	20	2	2	25	200	0
19	Cochrane Plza	East of Sutter Blvd	395	80	20	2	2	20	50	0
20	US 101 SB Ramps	South of Cochrane Rd	10,735	80	20	2	2	70	100	0
21	US 101 NB Ramps	North of Cochrane Rd	4,980	80	20	2	2	70	200	0

Appendix D-1 of 1
FHWA Highway Traffic Noise Prediction Model Inputs
Chick-fil-A Restaurant
File Name: Existing+Project
Run Date: 4/19/2023

#	Roadway	Description	ADT	Day %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance to Receptor	Offset (dB)
1	Monterey Rd	North of Cochrane Rd	15,560	80	20	2	2	45	150	0
2	Monterey Rd	South of Cochrane Rd	22,510	80	20	2	2	45	110	0
3	Cochrane Rd	Monterey Rd to Butterfield Blvd	16,595	80	20	2	2	45	150	0
4	Cochrane Rd	Butterfield Blvd to Evergreen Vlg	18,865	80	20	2	2	45	150	0
5	Cochrane Rd	Evergreen Vlg to Sutter Blvd	18,510	80	20	2	2	45	150	0
6	Cochrane Rd	Sutter Blvd to Madrone Pkwy	27,960	80	20	2	2	45	150	0
7	Cochrane Rd	Madrone Pkwy to US 101 SB Ramps	21,060	80	20	2	2	45	100	0
8	Cochrane Rd	US 101 SB Ramps to US 101 NB Ramps	29,255	80	20	2	2	45	315	0
9	Cochrane Rd	East of US 101 NB Ramps	14,645	80	20	2	2	45	125	0
10	Butterfield Blvd	South of Cochrane Rd								
11	Woodview Ave	North of Cochrane Rd	1,770	80	20	2	2	35	110	0
12	Evergreen Vlg	South of Cochrane Rd	760	80	20	2	2	25	100	0
13	Sutter Blvd	North of Cochrane Rd	7,250	80	20	2	2	35	75	0
14	Sutter Blvd	Cochrane Rd to Cochrane Plza	7,730	80	20	2	2	35	100	0
15	Sutter Blvd	South of Cochrane Plza	7,350	80	20	2	2	35	75	0
16	Madrone Pkwy	North of Cochrane Rd	3,500	80	20	2	2	35	75	0
17	Cochrane Plza	South of Cochrane Rd	8,480	80	20	2	2	25	50	0
18	Cochrane Plza	West of Sutter Blvd	2,740	80	20	2	2	25	200	0
19	Cochrane Plza	East of Sutter Blvd	1,380	80	20	2	2	20	50	0
20	US 101 SB Ramps	South of Cochrane Rd	10,800	80	20	2	2	70	100	0
21	US 101 NB Ramps	North of Cochrane Rd	5,050	80	20	2	2	70	200	0

Appendix E-1 of 1
FHWA Highway Traffic Noise Prediction Model Inputs
Chick-fil-A Restaurant
File Name: Cumulative
Run Date: 4/19/2023

#	Roadway	Description	ADT	Day %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance to Receptor	Offset (dB)
1	Monterey Rd	North of Cochrane Rd	19,585	80	20	2	2	45	150	0
2	Monterey Rd	South of Cochrane Rd	30,385	80	20	2	2	45	110	0
3	Cochrane Rd	Monterey Rd to Butterfield Blvd	20,420	80	20	2	2	45	150	0
4	Cochrane Rd	Butterfield Blvd to Evergreen Vlg	24,365	80	20	2	2	45	150	0
5	Cochrane Rd	Evergreen Vlg to Sutter Blvd	22,820	80	20	2	2	45	150	0
6	Cochrane Rd	Sutter Blvd to Madrone Pkwy	33,590	80	20	2	2	45	150	0
7	Cochrane Rd	Madrone Pkwy to US 101 SB Ramps	27,565	80	20	2	2	45	100	0
8	Cochrane Rd	US 101 SB Ramps to US 101 NB Ramps	35,065	80	20	2	2	45	315	0
9	Cochrane Rd	East of US 101 NB Ramps	21,355	80	20	2	2	45	125	0
10	Butterfield Blvd	South of Cochrane Rd								
11	Woodview Ave	North of Cochrane Rd	3,420	80	20	2	2	35	110	0
12	Evergreen Vlg	South of Cochrane Rd	760	80	20	2	2	25	100	0
13	Sutter Blvd	North of Cochrane Rd	8,180	80	20	2	2	35	75	0
14	Sutter Blvd	Cochrane Rd to Cochrane Plza	9,080	80	20	2	2	35	100	0
15	Sutter Blvd	South of Cochrane Plza	8,275	80	20	2	2	35	75	0
16	Madrone Pkwy	North of Cochrane Rd	3,520	80	20	2	2	35	75	0
17	Cochrane Plza	South of Cochrane Rd	10,575	80	20	2	2	25	50	0
18	Cochrane Plza	West of Sutter Blvd	2,740	80	20	2	2	25	200	0
19	Cochrane Plza	East of Sutter Blvd	395	80	20	2	2	20	50	0
20	US 101 SB Ramps	South of Cochrane Rd	13,495	80	20	2	2	70	100	0
21	US 101 NB Ramps	North of Cochrane Rd	5,585	80	20	2	2	70	200	0

Appendix F-1 of 1
FHWA Highway Traffic Noise Prediction Model Inputs
Chick-fil-A Restaurant
File Name: Cumulative+Project
Run Date: 4/19/2023

#	Roadway	Description	ADT	Day %	Night %	% Med. Trucks	% Hvy. Trucks	Speed	Distance to Receptor	Offset (dB)
1	Monterey Rd	North of Cochrane Rd	19,765	80	20	2	2	45	150	0
2	Monterey Rd	South of Cochrane Rd	30,440	80	20	2	2	45	110	0
3	Cochrane Rd	Monterey Rd to Butterfield Blvd	20,605	80	20	2	2	45	150	0
4	Cochrane Rd	Butterfield Blvd to Evergreen Vlg	24,600	80	20	2	2	45	150	0
5	Cochrane Rd	Evergreen Vlg to Sutter Blvd	23,110	80	20	2	2	45	150	0
6	Cochrane Rd	Sutter Blvd to Madrone Pkwy	33,885	80	20	2	2	45	150	0
7	Cochrane Rd	Madrone Pkwy to US 101 SB Ramps	27,670	80	20	2	2	45	100	0
8	Cochrane Rd	US 101 SB Ramps to US 101 NB Ramps	35,255	80	20	2	2	45	315	0
9	Cochrane Rd	East of US 101 NB Ramps	21,430	80	20	2	2	45	125	0
10	Butterfield Blvd	South of Cochrane Rd								
11	Woodview Ave	North of Cochrane Rd	3,630	80	20	2	2	35	110	0
12	Evergreen Vlg	South of Cochrane Rd	760	80	20	2	2	25	100	0
13	Sutter Blvd	North of Cochrane Rd	8,780	80	20	2	2	35	75	0
14	Sutter Blvd	Cochrane Rd to Cochrane Plza	9,255	80	20	2	2	35	100	0
15	Sutter Blvd	South of Cochrane Plza	8,875	80	20	2	2	35	75	0
16	Madrone Pkwy	North of Cochrane Rd	3,520	80	20	2	2	35	75	0
17	Cochrane Plza	South of Cochrane Rd	10,575	80	20	2	2	25	50	0
18	Cochrane Plza	West of Sutter Blvd	2,740	80	20	2	2	25	200	0
19	Cochrane Plza	East of Sutter Blvd	1,380	80	20	2	2	20	50	0
20	US 101 SB Ramps	South of Cochrane Rd	13,535	80	20	2	2	70	100	0
21	US 101 NB Ramps	North of Cochrane Rd	5,630	80	20	2	2	70	200	0

Appendix G
Drive-Through Speaker Reference Noise Level Data

HME

Customer Driven

Memo

Re: Drive-Thru Sound Pressure Levels From the Menu Board or Speaker Post

The sound pressure levels from the menu board or speaker post are as follows:

1. Sound pressure level (SPL) contours (A weighted) were measured on a typical HME SPP2 speaker post. The test condition was for pink noise set to 84 dBA at 1 foot in front of the speaker. All measurements were conducted outside with the speaker post placed 8 feet from a non-absorbing building wall and at an oblique angle to the wall. These measurements should not be construed to guarantee performance with any particular speaker post in any particular environment. They are typical results obtained under the conditions described above.

2. The SPL levels are presented for different distances from the speaker post:

Distance from the Speaker (Feet)	SPL (dBA)
1 foot	84 dBA
2 feet	78 dBA
4 feet	72 dBA
8 feet	66 dBA
16 feet	60 dBA
32 feet	54 dBA

3. The above levels are based on factory recommended operating levels, which are preset for HME components and represent the optimum level for drive-thru operations in the majority of the installations.

Also, HME incorporates automatic volume control (AVC) into many of our Systems. AVC will adjust the outbound volume based on the outdoor, ambient noise level. When ambient noise levels naturally decrease at night, AVC will reduce the outbound volume on the system. See below for example:

Distance from Outside Speaker	Decibel Level of standard system with 45 dB of outside noise without AVC	Decibel level of standard system with 45 dB of outside noise with AVC active
1 foot	84 dBA	60 dBA
2 feet	78 dBA	54 dBA
4 feet	72 dBA	48 dBA
8 feet	66 dBA	42 dBA
16 feet	60 dBA	36 dBA

If there are any further questions regarding this issue please contact HME customer service at 1-800-848-4468.

Thank you for your interest in HME's products.

HM Electronics, Inc. | 14110 Stowe Drive | Poway, CA 92064
phone: 800.848.4468 | fax: 858.452.7207 | www.hme.com

HEXAGON TRANSPORTATION CONSULTANTS, INC.

Memorandum

Date: August 29, 2023

To: Nick Pappani, Raney Planning & Management

From: Robert Del Rio, T.E., Luis Descanzo

Subject: VMT Assessment for the Proposed 18599 Sutter Boulevard Chick-Fil-A in Morgan Hill, California

Hexagon Transportation Consultants, Inc. has completed a vehicle-miles traveled (VMT) assessment for the proposed Chick-Fil-A restaurant located at 18599 Sutter Boulevard (APN 726-32-002) in Morgan Hill, California (see Figure 1). The site is currently occupied by a vacant restaurant. As proposed, the project would consist of a 5,028 s.f. Chick-Fil-A restaurant with two drive-through lanes. The purpose of this memorandum is to provide an assessment of the project's effect on VMT. The VMT assessment methodology and results are discussed below.

VMT Assessment Methodology and Results

Pursuant to Senate Bill (SB) 743, the California Environmental Quality Act (CEQA) 2019 Update Guidelines Section 15064.3, subdivision (b) states that VMT will be the metric in analyzing transportation impacts for land use projects for CEQA purposes. VMT is the total miles of travel by personal motorized vehicles a project is expected to generate in a day. VMT measures the full distance of personal motorized vehicle-trips with one end within the project.

The City of Morgan Hill, at the time of this report, is undertaking a process of updating its transportation policies to incorporate VMT methodologies and significance thresholds to be consistent with SB 743 but has not released draft thresholds. In the absence of an adopted City policy with impact standards and thresholds, this assessment relies on the Governor's Office of Planning and Research (OPR) guidelines in analyzing the project's effects on VMT.

OPR Screening Recommendations

The *Technical Advisory on Evaluating Transportation Impacts in CEQA* published by OPR in December 2018 provides recommendations regarding VMT evaluation methodology, significance thresholds, and screening thresholds for the evaluation of land use projects.

The OPR provides screening threshold recommendations that are intended to identify when a project can be determined to cause a less-than-significant impact without conducting a detailed VMT evaluation. The OPR screening thresholds recommendations are based on project size, maps, transit availability, and provision of affordable housing. The OPR recommendations include the screening threshold criteria listed below:

Figure 1
Site Location

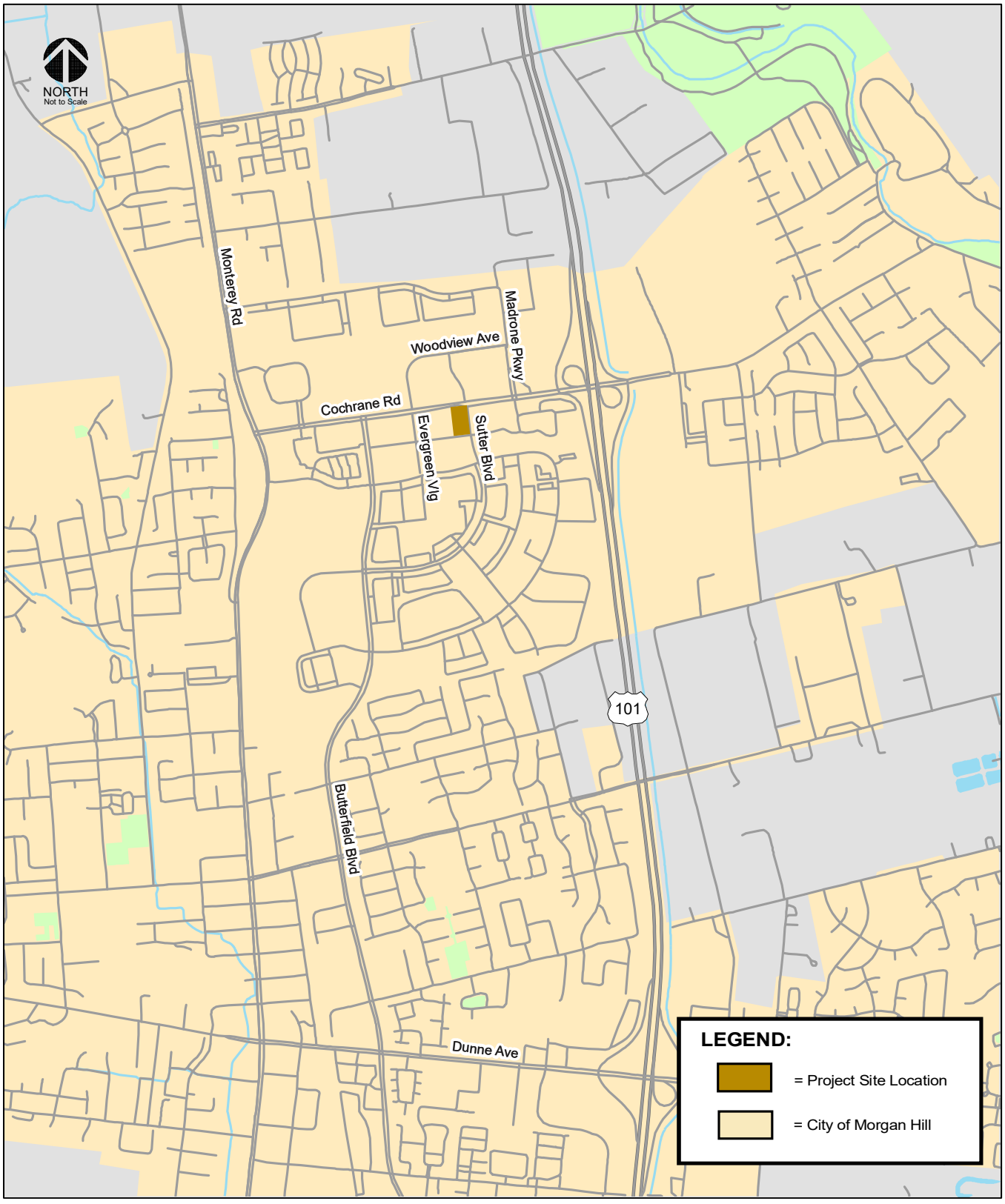
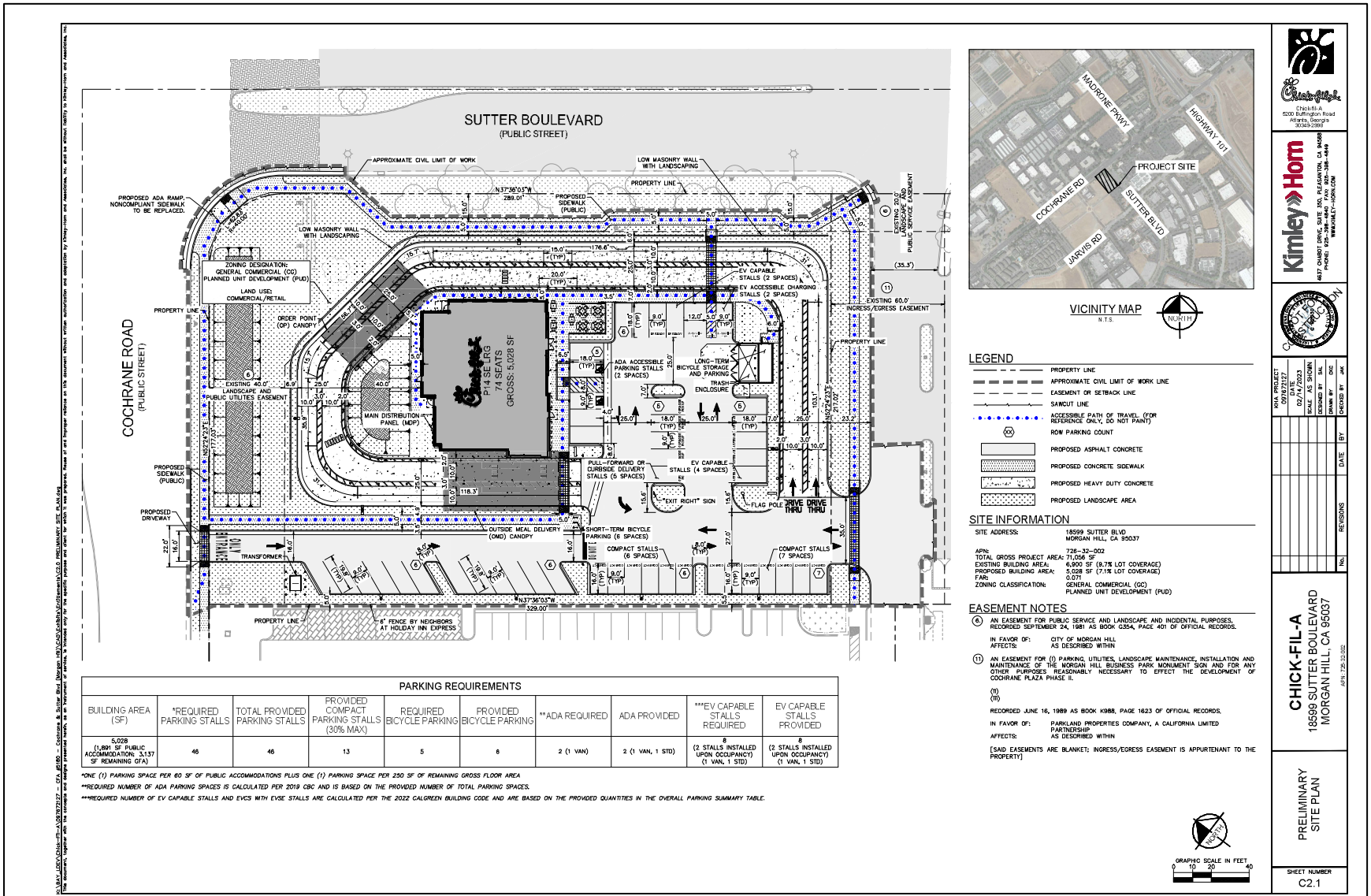


Figure 2
Site Plan



PARKING REQUIREMENTS

BUILDING AREA (SF)	*REQUIRED PARKING STALLS	TOTAL PROVIDED PARKING STALLS	PROVIDED COMPACT PARKING STALLS (30% MAX)	REQUIRED BICYCLE PARKING	PROVIDED BICYCLE PARKING	**ADA REQUIRED	ADA PROVIDED	***EV CAPABLE STALLS REQUIRED	EV CAPABLE STALLS PROVIDED
5,028 (1,891 SF PUBLIC ACCOMMODATION; 3,137 SF REMAINING GFA)	46	46	13	5	6	2 (1 VAN)	2 (1 VAN, 1 STD)	8 (2 STALLS INSTALLED UPON OCCUPANCY) (1 VAN, 1 STD)	8 (2 STALLS INSTALLED UPON OCCUPANCY) (1 VAN, 1 STD)

*ONE (1) PARKING SPACE PER 60 SF OF PUBLIC ACCOMMODATIONS PLUS ONE (1) PARKING SPACE PER 250 SF OF REMAINING GROSS FLOOR AREA
**REQUIRED NUMBER OF ADA PARKING SPACES IS CALCULATED PER 2019 CBC AND IS BASED ON THE PROVIDED NUMBER OF TOTAL PARKING SPACES.
***REQUIRED NUMBER OF EV CAPABLE STALLS AND EVCS WITH EVSE STALLS ARE CALCULATED PER THE 2022 CALGREEN BUILDING CODE AND ARE BASED ON THE PROVIDED QUANTITIES IN THE OVERALL PARKING SUMMARY TABLE.

- OPR recommends that office or residential projects not exceeding a level of 15 percent below existing VMT per capita and employee may indicate a less-than-significant impact on VMT.
- OPR recommends that projects (including office, residential, retail, and mixed-use developments) proposed within ½ mile of an existing major transit stop or within ¼ mile of an existing stop along a high-quality transit corridor may be presumed to have a less-than-significant impact on VMT.
- OPR recommends that 100 percent affordable residential development in infill locations be presumed to have a less-than-significant impact on VMT.
- OPR recommends that projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than-significant impact on VMT.
- ***OPR recommends that local-serving retail developments (considered to be less than 50,000 s.f. in size) may be assumed to cause a less-than-significant impact on VMT.***

However, the guidelines for the evaluation of VMT for development projects is limited to general land use categories such as residential, office, industrial, and retail. Therefore, the assessment of VMT for the proposed fast-food restaurant required a conversion to an equivalent amount of one of the general land uses that has similar trip generating and trip origin/destination characteristics. The number and origination/destination of daily trips and resulting VMT generated by the proposed fast-food restaurant available within the City would be similar to that of local-serving retail since there is not another Chick Fil A restaurant located within the City. As such, the proposed project would provide service to City residents that does not exist today. Therefore, the proposed fast-food restaurant was converted to an equivalent amount of local-serving retail space based on a comparison of estimated daily trips using ITE trip rates for the proposed fast-food restaurant and typical retail uses.

Daily Trip Generation Estimates

Site-generated vehicular traffic for the proposed restaurant was estimated utilizing trip generation rates that were determined based on vehicular counts at three existing Chick-fil-A restaurants with two drive-through lanes and of comparable square footage as that of the proposed project. The trip surveys were completed between February 18, 2023 and February 25, 2023 at the following three locations:

- Pittsburg, CA – 4717 Century Boulevard (4.99 k.s.f.)
- Milpitas, CA – 755 E. Calaveras Boulevard (4.96 k.s.f.)
- Daly City, CA – 6 Serramonte Center (4.92 k.s.f.)

Daily trip generation was estimated based on the surveyed peak-hour trips and the ratio of peak-hour trips to daily trips for a fast-food restaurant with drive-through window (Land Use 934) published in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. The results of each survey, shown on Table 1, were utilized to calculate average trip rates. Using these average rates, the project is estimated to produce 1,822 daily vehicle trips prior to any trip reductions (see Table 1).

Fast-food restaurants with drive-through windows attract a substantial number of pass-by trips, which are trips made by drivers who already pass by the project site on an adjacent street en- route to another destination, such as a trip from work to home. In contrast, primary (non-pass-by) trips are new trips made for the sole purpose of visiting the project site. Thus, pass-by trips are not considered new trips that are generated by the project site. However, the attraction of pass-by trips does result in a reassignment of existing traffic passing-by the project site on adjacent streets at site driveways and intersections immediately adjacent to the project site. A 50 percent pass-by reduction was assumed for the estimated daily trips.

Table 1
Trip Survey Summary

Survey Location[1]	Size (ksf)	AM Peak-Hour				PM Peak-Hour			
		Rate	In	Out	Total	Rate	In	Out	Total
Pittsburg - 4717 Century Blvd	4.99	19.86	54	45	99	34.90	89	85	174
Milpitas - 755 E Calaveras Blvd	4.96	13.30	30	36	66	31.24	92	63	155
Daly City - 6 Serramonte Center	4.92	27.03	69	64	133	54.07	126	140	266
Survey Average	**4.96**	**20.06**	**51**	**48**	**99**	**40.07**	**102**	**96**	**198**
ITE 934: Fast-Food Restaurant with Drive-Through	*4.96*	*44.61*	*113*	*108*	*221*	*33.03*	*85*	*79*	*164*

Notes:
[1] Peak-hour trips are based on trip survey counts conducted February 18, 2023 to February 25, 2023.

After subtracting pass-by trips, the project is expected to generate 911 primary vehicle trips per day. Because the existing commercial building on the project site is currently vacant, no trip credits are applied for the existing commercial space. Trip generation estimates for the proposed project are shown in Table 2.

VMT Assessment Results

VMT Evaluation Using OPR Screening Criteria

The proposed project consists of a 5,028 s.f. fast food restaurant. The proposed project was converted to an equivalent amount of retail/commercial use for the purpose of the VMT assessment since the OPR screening criteria outlined above are not directly applicable to fast food restaurant uses. The results of the conversion of the proposed fast-food restaurant to an equivalent amount of retail/commercial space, shown on Table 3, indicate that the proposed fast food restaurant would generate net new daily trips equivalent to that of an approximately 22,500 s.f. retail development. If no pass-by reduction is applied, the proposed fast food restaurant would generate daily trips equivalent to that of an approximately 49,500 s.f. retail development.

Since the project's converted retail size, with or without pass-by reductions, would be less than 50,000 s.f., the proposed project may be presumed to be a local-serving facility and would therefore have a less-than-significant impact on VMT. The OPR guidelines suggest that by adding retail opportunities into the urban fabric and thereby improving retail destination proximity, local-serving retail development tends to shorten trips and reduce VMT. Chick-Fil-A, in particular, does not have a significant presence in the Southern Santa Clara Valley region, with restaurants in South San Jose and Salinas being the closest to Morgan Hill. The proposed new Morgan Hill location will provide a proximate location for City residents to a Chick-Fil-A restaurant, thus resulting in shorter trips and subsequent reduction in VMT generated by Morgan Hill residents for the purpose of visiting a Chick-Fil-A location. Moreover, the trip generation estimates assume a significant number of trips will be pass-by trips. As discussed above, pass-by trips are not considered new trips and merely result in a reassignment of existing through traffic (i.e. along Cochrane Road and Sutter Boulevard) at site driveways and intersections immediately adjacent to the project site. These pass-by trips are already accounted for in the baseline VMT and are not new VMT generated by the proposed project.

As a result of the project having trip-making characteristics of a local-serving retail facility, it can be presumed that the proposed project would have a less-than-significant impact on VMT based on OPR's VMT screening criteria.

Quantitative VMT Evaluation

For informational purposes, the VMT assessment was supplemented with a quantitative analysis of the project's effects on VMT. The VTA Countywide transportation model was used to estimate VMT for the proposed retail/fast-food use of the project site since it can estimate the diversion of traffic and change in traffic patterns due to land use changes/additions like those proposed by the project. The VTA model is a mathematical representation of travel within Santa Clara County and is mainly composed of four components: 1) trip generation, 2) trip distribution, 3) mode choice, and 4) trip assignment. The model uses socioeconomic inputs (i.e. households, number of jobs, travel mode-share defaults) to estimate travel within Santa Clara County. Socioeconomic inputs are aggregated into geographic areas or traffic analysis zones (TAZs). The underlying premise of the VMT evaluation is that the proposed retail/fast-food uses would not cause an increase in trips but rather result in a change in trip-making

Table 2
Trip Generation Summary

Land Use	Size (ksf)	Daily		AM Peak-Hour				PM Peak-Hour			
		Rate	Trips	Rate	In	Out	Total	Rate	In	Out	Total
Proposed Project											
Chick-Fil-A with Drive-Through[1]	5.03	362.34	1,822	20.06	52	49	101	40.07	104	97	201
Pass-by Reduction (50%)[2]			*-911*		*-26*	*-24*	*-50*		*-52*	*-49*	*-101*
Net Project Trips			**911**		**26**	**25**	**51**		**52**	**48**	**100**

Notes:
[1] Peak-hour trips are based on trip survey counts conducted February 18, 2023 to February 25, 2023.
Daily trips are based on surveyed peak-hour trips and the ratio of peak-hour trips to daily trips published in the ITE *Trip Generation Manual,* 11th Edition for Land Use Code 934: Fast-Food Restaurant with Drive-Through.
[2] Peak-hour pass-by trip reduction percentage assumed to be 50% of daily, AM peak-hour, and PM peak-hour trips.

Table 3
Conversion to Equivalent Retail Space

Land Use	Size	Daily Rate	Daily Trips
Proposed Chick-fil-A Restaurant (with pass-by reduction)[1, 2]			911
Retail (ITE #820)[3]	**Equivalent Retail Space[4] = 25,000 Square Feet**	37.01	911
Proposed Chick-fil-A Restaurant (without pass-by reduction)[1]			1,822
Retail (ITE #820)[3]	**Equivalent Retail Space[4] = 49,500 Square Feet**	37.01	1,822

Notes:
1. Daily trips are based on observed peak-hour trips and the ratio of peak-hour trips to daily trips published in the ITE *Trip Generation Manual*, 11th Edition for Land Use Code 934: Fast-Food Restaurant with Drive-Through.
2. Peak-hour pass-by trip reduction percentage based on data contained in the ITE *Trip Generation Manual*, 11th Edition. Daily pass-by rate is assumed to be the same as PM pass-by rate.
3. ITE *Trip Generation Manual*, 11th Edition 2021.
4. The equivalent retail space were rounded up to the next 500 square feet.

characteristics because some people would visit the proposed project instead of other nearby fast-food establishments.

The VTA model is general in it's categorization of commercial, restaurant, retail type of land uses. Therefore, in order to estimate the effects on VMT for the fast-food use of the proposed project with the model, the qualitative evaluation utilizes a converted square footage of 49,500 s.f. of commercial space (based on 1,822 daily trips) as described previously. The equivalent retail space was then converted to 124 retail jobs using a ratio of one retail job per 400 square feet.

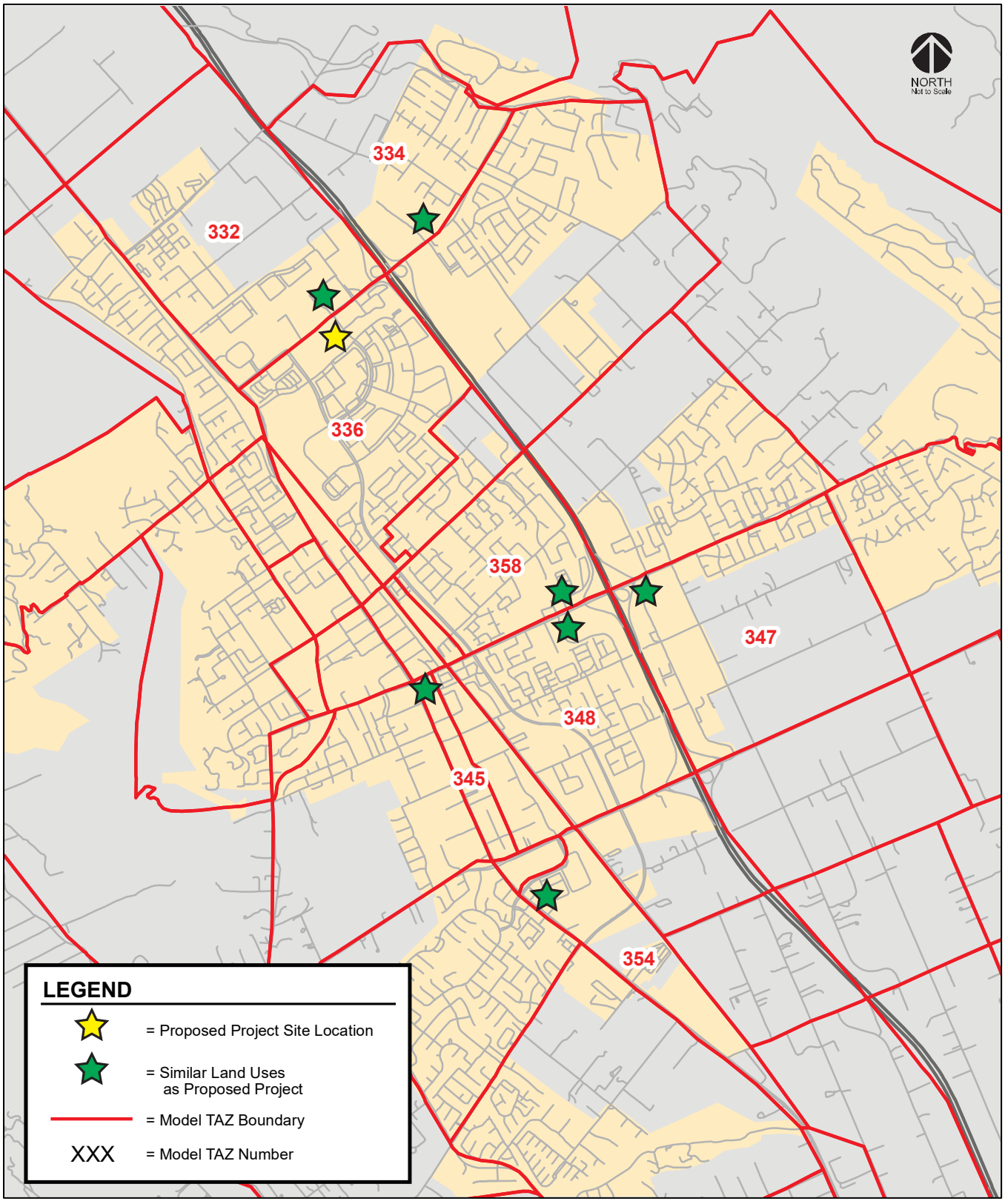
Hexagon selected Traffic Analysis Zones (TAZ) within the model that included similar fast-food uses as the proposed project (see Figure 3). For the purpose of modeling VMT, some employees were assumed to leave their jobs at these nearby shopping centers and instead work at the proposed project site. In order to reflect this, an equivalent number of retail jobs from TAZs (334, 332, 358, 348, 345, 347, 354) were shifted to the project TAZ (336). These job changes were made in the 2015 base year land use file. The VTA model was then used to generate projected daily VMT without and with the project for the selected TAZs to estimate the change in daily VMT. The analysis includes an estimate of home-based work VMT (VMT generated by restaurant employees) and home-based shopping VMT (VMT generated by customers).

VMT Policies and Impact Criteria

To adhere to the state's legislation, the City of Morgan Hill is currently developing the framework for new transportation policies based on the implementation of VMT as the primary measure of transportation impacts for CEQA purposes. The new policies will replace the City's current transportation policies that are based on levels of service. However, since the City has not formally adopted its own City-specific VMT policies, this evaluation utilizes VMT analysis methodology and impact thresholds recommended in the Governor's Office of Planning and Research (OPR) *Technical Advisory on Evaluating Transportation Impacts in CEQA*, December 2018.

The thresholds of significance for retail development projects, as recommended in the OPR technical advisory, are based on the existing regional average total VMT. Per the technical advisory, projects that include retail uses are said to create a significant adverse impact on VMT when the project results in any increase in the total VMT.

Figure 3
Similar Land Uses in the Project Vicinity



The model results summarized in Table 4 show that the proposed project would result in an increase of 205 home-based work VMT and a decrease of 607 home-based shopping VMT, resulting in a net decrease of 402 daily VMT. The net reduction in VMT is the result of the project providing a new fast-food option in northern Morgan Hill proximate to nearby residents and employment areas, thus resulting in shorter trips and subsequent reduction in VMT generated by customers. Therefore, the qualitative analysis shows that the proposed project would not result in an impact on the transportation system based on OPR's recommended VMT impact criteria.

Table 4
Retail VMT Analysis

VMT Analysis	No Project	Project	Project - No Project
Home-Based Work VMT	178,223	178,428	205
Home-Based Shop/Other VMT	122,170	121,563	-607
Total VMT	300,393	299,991	**-402**

Rich Buikema

From: Joanne Conca <[redacted]
Sent: Thursday, February 9, 2023 2:12 PM
To: Rich Buikema
Cc: David Conca
Subject: RE: Issues with Chick-fil-A project

Hi Rich,

Thank you for taking the time to talk with my husband, David Conca, a couple weeks ago about the review process for the proposed Chick-fil-A project at 18599 Sutter Blvd. ("subject property"). We are the owners of the office property at 18525 Sutter Blvd. which is adjacent to the subject property and directly Southeast of it.

We ask that the City of Morgan Hill **not** permit the conditional use permit of the subject property that would allow a drive-through. Please share our concerns about this project with the city planners and those reviewing the proposal.

1) Our property shares a driveway with the subject property to enter and exit both of our properties from Sutter Blvd. Currently there is often a long wait to turn left onto Sutter Blvd. while exiting our property in order to yield to street traffic and other vehicles and pedestrians exiting the Cochrane Plaza driveway across the street. If there is a business with a busy drive-through on the subject property, we're concerned that traffic will back up on our driveway from two sources: 1) increased number of cars waiting to turn left onto Sutter Blvd. and 2) the potential overflow of the drive-though queue which would overflow into the driveway.
2) We're concerned that a significant amount of Chick-Fil-A traffic will enter our property from Jarvis Dr. and cut across our parking lot in order to access the subject property and avoid a stop sign at Jarvis and Sutter. We do have another entrance onto our property from Jarvis Dr; and we have found that many vehicles driving from Butterfield Blvd. via Jarvis Dr. cut across our property using our Jarvis entrance to avoid the stop sign at Jarvis Dr. and Sutter Blvd. to get to Cochrane Rd. We also see vehicles cut across our lot using the reverse route from Sutter Blvd. to Jarvis Dr. as a short cut. We see this happen daily. It is the path of least resistance where vehicles can avoid a stop sign and avoid speed bumps on the neighboring property.
3) Currently ingress and egress access to the subject property is solely through an easement. There is a reciprocal easement agreement with our property, and the property to the West of our two properties. Under the "Grant of Reciprocal Easements" originally recorded on Jun 16, 1989 and subsequently amended on two occasions, "*The Access Easement may be used only for pedestrian and vehicular traffic of the type and quantity reasonably necessary for the development and operation of retail/commercial center as contemplated by the parties' common plan.* ***No increase in the burden created by the Access Easement or change in the use of the Access Easement may be made without the written approval of the owner of the burdened parcel."*** Adding another driveway to the subject property on Cochrane Rd. may help ease the burden; but we would expect that there would still be significantly more traffic using the existing driveway than any traffic ever anticipated with the current use of the property as a sit-down restaurant.
4) The site plan seems to indicate that if there is an overflow of customers in the queue for the drive-through, then the overflow of vehicles will back into our driveway and onto our property and cause a traffic situation on our property. We believe that such a situation reduces the quiet enjoyment of our own property and the rights to ingress and egress through our own driveway. It directly impacts those

people that work in our building and their medical patients and customers that need a safe parking lot to park and walk.

5) Our property's parking lot also experiences pedestrian traffic from the nearby office buildings especially at lunchtime on business days; and again we're concerned about safety issues that will arise if vehicle traffic increases through our parking lot.

Thanks for listening to our concerns. Please keep us posted on any developments.

All the best,

Joanne Conca
[redacted]

From: Rich Buikema <Rich.Buikema@morganhill.ca.gov>
Sent: Thursday, January 19, 2023 11:49 AM
To: David C Conca <[redacted]
Subject: RE: Issues with Chick-fil-A project

Thanks David – The project is early in the review process and you will receive notification of any public hearings on the project. As discussed, below is a summary of the Scope of the Traffic Study that will be conducted for the project by Hexagon Transportation Consultants. Let us know if you have any questions or concerns.

Rich Buikema
City of Morgan Hill

The following specific tasks will be undertaken for the traffic operations analysis and incorporated into a full traffic study,

1. Site Reconnaissance and Existing Observations. The physical characteristics of the site and the surrounding roadway network will be reviewed to identify existing roadway cross-sections, intersection lane configurations, traffic
control devices and surrounding land uses. Existing traffic conditions will be observed in the field to identify any operational deficiencies and to confirm the accuracy of calculated levels of service.

2. Proposed Project Traffic Projections. Estimates of peak hour trips will be developed based on trip data of other
comparable Chick Fil A restaurants to be provided by the applicant. For comparison purposes, peak hour trips for the
project also will be estimated using the appropriate vehicular trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation manual. The directional distribution of site-generated traffic will be
forecast based on existing travel patterns, relative locations of complementary land uses in the area and information from previous traffic studies conducted for developments in the area. The site-generated traffic will be

added to the roadway network based on the directions of approach and departure discussed above.

3. Evaluation of Intersection Levels of Service. Intersection level of service calculations for the existing, existing plus
project and cumulative (The year 2030) conditions will be performed for the following eight intersections:
1. Cochrane Road and Monterey Road
2. Cochrane Road and Butterfield Boulevard
3. Cochrane Road and Sutter Boulevard
4. Cochrane Road and Woodview Avenue/Evergreen Village
5. Cochrane Road and Madrone Boulevard
6. Cochrane Road and US 101 Southbound Ramps
7. Cochrane Road and US 101 Northbound Ramps
8. Sutter Boulevard and Project Entrance (unsignalized)

The purpose of the level of service analysis is to identify the current operating conditions of the intersections and
evaluate whether the proposed project may have an adverse impact on intersection operations. Existing weekday
AM and PM peak-hour traffic volumes at the study intersections will be obtained, where available, from recent traffic
studies conducted in the area. New manual peak-hour turning movement counts will not be conducted due to the
effect of the current COVID-19 pandemic on traffic patterns.

5. Site Access Analysis. A site access and circulation review will be conducted to determine the adequacy of the
proposed site plan in accordance with generally accepted traffic engineering standards. This will include a quantitative analysis of the anticipated traffic volumes at the proposed site driveways along Cochrane Road and
Sutter Boulevard, as well as a qualitative analysis of the proposed site circulation and parking layout. The review will
be based on the site's overall anticipated trip generation and consider the following: sight distance, vehicle queuing,
traffic control requirements, driveway location and alignment, and truck access and circulation.

6. On-Site Circulation and Drive-Through Operations Review. Vehicular queuing and service rate data at other comparable Chick Fil A drive-throughs will be provided by the applicant. The drive-through data will be used to determine the maximum projected queue length for the proposed site and compared with the proposed storage
space within the drive-through to determine its adequacy as well as conformance with the City's standard requirements for drive-throughs (Morgan Hill Code of Ordinances, Chapter 18.92.040 Drive-through facilities) in
terms of its setback from adjacent streets, vehicular storage, and overall site circulation.

7. Bicycle, Pedestrian, and Transit Facilities. A qualitative analysis of the project's effect on transit service in the
area and on bicycle and pedestrian circulation in the study area will be included in the report. The evaluation will

include a review to ensure that the proposed project does not prohibit the completion of planned bicycle and pedestrian facilities.

From: David C Conca <[redacted]
Sent: Thursday, January 19, 2023 10:47 AM
To: Rich Buikema <Rich.Buikema@morganhill.ca.gov>
Subject: Issues with Chick-fil-A project

Hi Rich,

It was nice speaking with you this morning about the Chick-fil-A project. I will fill my wife in on what we discussed and then next week we will get an email to you with our initial concern and how it will affect our property right next door.

Thanks.

Regards,

David C Conca
Chief Executive Manager
Strategic Equity Investments, LLC
[redacted]
CO RE License #043222
CA DRE License #01276832

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MILLER STARR REGALIA

MEMORANDUM

TO: Rich Buikema, City of Morgan Hill

FROM: Basil S. Shiber

DATE: March 20, 2023

RE: FSU Morgan Hill #05180 / Claim of Overburdening Access Easement

CC: Keith Gilbert, Katherine Light, Ronia Lutfi, Nate Loveland, Chad Gallagher, Mitchell Khurin, Jennifer Carman, Leanna Su, Ed Hale

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As you may be aware, this firm represents Chick-fil-A, Inc. ("Chick-fil-A" or "CFA") in connection with their ground lease and pending redevelopment of the property commonly known as 18599 Sutter Blvd. in Morgan Hill, California. We understand that there may be a misunderstanding by the adjacent property owner as to what beneficial easement rights Chick-fil-A, vis-à-vis its landlord, BAT Limited Partnership, has pursuant to that certain Grant of Reciprocal Easements recorded June 16, 1989 in Book K988 Page 1623. (the "Grant of Easement"). We have analyzed the Grant of Easement (as amended) in detail and have concluded that the Grant of Easement provides Chick-fil-A with easements for pedestrian access (i.e., a sidewalk) and vehicular traffic (i.e., a roadway) reasonably necessary to accommodate Chick-fil-A's intended use of the subject property.

I. BACKGROUND FACTS.

A. 1989 Grant of Easement for Pedestrian and Vehicular Traffic To Serve A Commercial Development

The Grant of Easement relates to a roughly square piece of property in Morgan Hill approximately 11.3 acres in size, bounded by Cochrane Road on the northwest, Sutter Boulevard on the east and Jarvis Drive on the southeast. The land is described as "Parcel 13" in a parcel map recorded in April 1989 at Book 988, Page 1629. The owner of Lot 13 sold a 1.63 acre portion of the property located in the north-east corner, at the corner of Cochrane Road and Sutter Boulevard, to another party (McPie Time Partners, L.P.) and created a new Lot 13-A (APN 726-58-006) in connection with that transaction. Such 1.63 acre new Lot 13-A is the future Chick-fil-A Demised Premises and may be referred to herein alternatively as "Lot 13-A" or the "CFA Premises".

The Grant of Easement was signed by the then buyer/owner of the CFA Premises (Parkland Properties Company) and the seller/owner of the 9.66 acre "remainder" parcel (Mc Pie Time Partners).

The Grant of Easement provides for access to the CFA Premises over a sixty foot (60') wide easement ("Access Easement") located on the remainder Parcel and to the immediate southeast of the CFA Premises. The Grant of Easement states that it is the parties' intention to "develop and operate their respective properties in conjunction with each other as integral parts of a retail/commercial center . . . ." (Recital D.) The Grant of Easement further provides that the Access Easement:

> May be used only for pedestrian and vehicular traffic of the type and quantity reasonably necessary for the development and operation of a retail/commercial center as contemplated by the parties' common plan. No increase in the burden created by the Access Easement or change in the use of the Access Easement may be made without the written approval of the owner of the burdened parcel.

(¶ 2.)

Additionally, the Grant of Easement gives the owner of the remainder parcel the right to relocate the Access Easement upon 30 days' notice, provided that the rights of the CFA Premise to access Sutter Boulevard will not be materially diminished. (¶ 2.)

In addition to the Access Easement, the seller/owner of the Lot 13 remainder parcel reserved what is described as a "Development Easement" over a 10,000 square foot portion of the CFA Premises for possible future use as parking, landscaping and utilities and related matters. (¶ 1(b).)

B. 1998 Amendment to Grant of Easement Affirming Access Easement, Terminating Development Easement, and Providing for Creation of Future Reciprocal Parking Agreement

An "Amendment to Grant of Reciprocal Easements" ("Amended Grant of Easement") was entered into and recorded on December 16, 1998 by McPie Time Partners L.P., and the successor to Parkland Properties Company, Morgan Hill Development Partners, L.P. The Amended Grant of Easement notes that there is a "Marie Callender's Restaurant" operating on Lot 13-A. (Recital C.)

The Amended Grant of Easement further provides for a future "Reciprocal Easement Agreement" in the event of development of "Cochrane Plaza" by which the owner of Lot 13-A would be allocated 99 spaces on the remainder parcel (Lot 13) for the benefit of Lot 13-A. In this regard, the Amended Grant of Easement expressly refers to an unrecorded Sale Agreement dated June 15, 1989 by and between Mc Pie Time Partners and Parkland. (¶ 2.) The Amended Grant of Easement further provides that the owner of the remainder parcel may elect to terminate the Reciprocal Parking Easement obligation in the event that it elects to develop the remainder parcel "for a use which does not require a Reciprocal Parking Easement over Lot 13-A . . . ." (¶ 3.)

C. 2008 Second Amendment to Grant of Easement Affirming Access Easement

On February 7, 2008, the successor to the parties under the Grant of Easement entered into a "Second Amendment to Grant of Reciprocal Easements" ("Second Amended Grant of Easement"). By this time, it appears that the remainder parcel had been subdivided to create a new 2.26 acre parcel (APN 726-32-022) to the immediate south-east of Lot 13-A at the corner of Sutter Boulevard and Jarvis Drive, and the owner of that new parcel (South Valley Venture, LLC) signed the Second Amended Grant of Easement along with the owner of Lot 13-A and the owner of the balance of Lot 13.[1] The newly created 2.26 acre parcel is the parcel currently improved and operated as an office building immediately adjacent to the CFA Premises (the "Office Parcel"), which is owned by Strategic Equity Investments / Joanne Conca (as discussed further below).

The Second Amended Grant of Easement reconfirmed the Access Easement (¶ 3(a)), and further specified in some detail the allocation and reimbursement obligations of the parties with respect to maintenance and repair of improvements installed in connection with the Access Easement. (¶ 3.)

In addition, the Second Amended Grant of Easement terminated the Reciprocal Parking Easement referenced in the Amended Grant of Easement (¶ 2) and the Development Easement referenced in the original Grant of Easement. (¶ 4.)

Accordingly, what currently remains in terms of easement obligations arising out of the Grant of Easement and amendments is the Access Easement adjacent to Lot 13-A.

We understand that historically the Access Easement has been paved and used for vehicular and pedestrian traffic, with some associated landscaping, including by the Marie Callender's restaurant which previously operated on the CFA Premises and subsequently and most recently by the restaurant which operated as Forbes Grill on Lot 13-A.

D. 2022 Estoppel Certificate Signed By Conca Representing Chick-fil-A Use is Consistent With Grant of Easement

On October 13, 2022, the successor owner of the Office Parcel adjacent to Lot 13-A, on which the Access Easement is located, executed an Estoppel Certificate in favor of Chick-fil-A, Inc. The Estoppel Certificate references the Grant of Easement and subsequent amendments, and notes that the signatory (Strategic Equity Investments, by Joanne Conca) is the current owner of the property burdened by the Access Easement (¶ 1). The Estoppel Certificate states:

---

[1] The successor owner of the balance of Lot 13, Altera Corporation, signed the Second Amended Grant of Easement, and the agreement recites that Altera is the owner of property "consisting of approximately 20.43 acres…referred to as Assessor Parcel Number 726-32-021". This acreage appears to be greater than the original property described in the Grant of Easement, and presumably reflects additional adjacent acreage owned by Altera.

> CFA (as hereinafter defined) will be relying upon the contents of this Estoppel Certificate in connection with the Ground Lease for the Property. Accordingly, the undersigned hereby represents and warrants to Chick-fil-A, Inc., a Georgia Corporation, its affiliates, successors and assigns ("CFA"), that as of the date hereof:
>
> 1. The undersigned is the owner of the SVV Property [burdened property] and successor- in-interest to SVV under the REA.
>
> 2. The REA has not been modified and is in full force and effect.
>
> 3. BAT [successor owner of the Chick-fil-A site] is current in its payment of its proportionate share of repair and maintenance costs under the REA, if any.
>
> 4. There does not exist any state of facts with the giving of notice, the passage of time or both, would constitute a default under the REA.
>
> . . . .

As stated, Joanne Conca signed the Estoppel Certificate on behalf of the Office Parcel owner on October 13, 2022. On February 7, 2023, Joanne Conca sent an email to Rich Buikema of the City of Morgan Hill referencing a discussion between Mr. Buikema and her husband, David Conca, "a couple weeks ago about the review process for the proposed Chick-fil-A project at 18599 Sutter Boulevard." Ms. Conca asked that the City of Morgan Hill "not permit the rezoning of the subject property that would allow a drive-through." She shares some concerns relating to use of the easement and refers to and highlights the language of the easement which states: "No increase in the burden created by the Access Easement or change in the use of the Access Easement may be made without the written approval of the owner of the burdened parcel." She states: "We would expect that there would still be significantly more traffic using the existing driveway than any traffic ever anticipated with the current use of the property as a sit down restaurant."

II. LEGAL ANALYSIS.

A. The Easement Contemplates Commercial Use, Which Includes A Fast Food Restaurant And Drive-Through.

As noted, the Grant of Easement provides that: "The Access Easement may be used only for pedestrian and vehicular traffic of the type and quantity reasonably necessary for the development and operation of a retail/commercial center as contemplated by the parties' common plan." The "parties' common plan" at that time clearly involved the development and operation of a "retail/commercial center" which would use the Access Easement. Pursuant to the Morgan Hill Municipal Code, fast food restaurant use is a permitted commercial use on the property, which is zoned General Commercial. A drive-through is a conditionally permitted use on the property. (Morgan Hill Municipal Code § 18.24.020, Table 18.24.1.) In other words, the use of the easement for a Chick-fil-A restaurant with a drive-through is a commercial use consistent with the zoning of the property and expressly anticipated in the Grant of Easement. Indeed, the

Access Easement was created to accommodate such a use. Use of the Access Easement is not limited to a "sit down restaurant" only, nor does it preclude a drive-through component. Rather, it broadly references a "retail/commercial center" which under the City's Zoning Code encompasses the Chick-fil-A use contemplated.

In this regard, Ms. Conca's request that the City "not permit the rezoning of the property" appears to incorrectly assume that such a rezoning is required for the Chick-fil-A use.

The express Access Easement includes implied rights necessary for enjoyment of that easement. In this case, the express easement is for pedestrian and vehicular traffic. That express grant would include the implied right to pave the roadway and the sidewalk, install necessary traffic controls, signage, landscaping and otherwise make the area suitable for pedestrian and vehicular traffic (including adherence with City requirements) reasonably necessary to serve a commercial development. (See, e.g., *Dolnikov v. Ekesian* (2013) 222 Cal.App.4th 419, 430-431.) As stated, we believe that the Access Easement has been developed/used in this manner in connection with the prior restaurant use (Marie Callender) and the current restaurant use (Forbes Grill) at the CFA Premises.

Regarding claims of "over-burdening," the Access Easement may expressly be used "for pedestrian and vehicular traffic of the type and quantity reasonably necessary for the development and operation of" the contemplated commercial use. There is no limit or specification of the "type and quantity" other than what is "reasonably necessary . . . ." There is no prohibition on fast-food or drive through use. There is no showing that the level of usage proposed in connection with the Chick-fil-A restaurant is inconsistent with what is "reasonably necessary" for a commercial use allowed under the zoning of the property and compatible with surrounding land uses.

In terms of the limitation referred to by Ms. Conca that there may be "no increase in the burden created by the Access Easement or change in the use of the Access Easement" without the written approval of the owner of the burdened parcel, the baseline to be considered is the use expressly contemplated and agreed to in the Grant of Easement, that is, pedestrian and vehicular traffic "reasonably necessary for the development and operation of a retail/commercial center . . . ." The limitation referenced may be applicable if a different and more burdensome type of use is proposed, but the Grant of Easement clearly contemplates a level of use to support a "retail/commercial center," and under the City's land use ordinance a fast food restaurant and drive-through are permitted or conditionally permitted commercial uses of the land.

As stated, we do not believe that the Chick-fil-A use is inconsistent with, or exceeds, what was expressly contemplated. Notwithstanding, it should be noted that increased use of an easement is permitted when that increased use is the result of the natural and reasonably contemplated future needs of the dominant tenement. (*Camp Meeker Water System, Inc. v. Public Utilities Com.* (1990) 51 Cal.3d 845, 866; see also *Applegate v. Ota* (1983) 146 Cal.App.3d 702, 711.) This is because easements by their nature are forward looking and must adapt to changing conditions. In this case, the Grant of Easement specifically reflects the parties' intention that the easement will serve the needs of a "retail/commercial" development. It would be "reasonably contemplated" that the intensity and level of such use may vary depending on the popularity and success of

the development, the tenants/users in the development, the time of year, general economic conditions, and a host of other factors. Simply because some commercial or retail users may generate more pedestrian and/or vehicular traffic than others does not preclude that use under the Grant of Easement. Such fluctuations are "reasonably contemplated" within the scope of the original grant.

Had the parties desired to restrict or prohibit a fast-food or drive-through use, they should (and would) have expressly so stated in the Grant of Easement. They did not.

B. By Signing the Estoppel Certificate On Which Chick-fil-A Expressly Relied, Strategic Equity Investments, LLC / Conca Consented To Chick-fil-A's Use, And Is Estopped From Claiming Otherwise.

By signing the Estoppel Certificate dated September 28, 2022, Strategic Equity Investments, through Ms. Conca, represented to Chick-fil-A that: "There does not exist any state of facts which with the giving of notice, the passage of time or both, would constitute a default under the REA." The state of facts existing, as expressly stated in the Estoppel Certificate, was that Chick-fil-A was in the process of entering into a ground lease for the property and "will be relying upon the contents of this Estoppel Certificate" in that regard. As a matter of general knowledge, Chick-fil-A operates fast food restaurants with drive-through operations.

It is reasonable to conclude that "with the passage of time" a Chick-fil-A restaurant will be developed on Lot 13-A based on the information set forth in the Estoppel Certificate. Accordingly, Strategic Equity Investments and Ms. Conca expressly represented that the Chick-fil-A use would not "with the passage of time" constitute a default under the Grant of Easement. The facts and representations recited in an estoppel certificate are conclusive, and the signatory may not later deny them. (*Plaza Freeway Ltd. Partnership v. First Mountain Bank* (2000) 81 Cal.App.4th 616, 628–629). Indeed, the purpose of an estoppel certificate is to prevent a party from later taking positions contrary to what is set forth in the estoppel certificate. (*Id*.)

On the strength of the Estoppel Certificate Chick-fil-A elected to waive its due diligence contingency set forth in the Ground Lease and has proceeded with the entitlement and permitting of its restaurant. If Strategic Equity Investments / Ms. Conca had a concern regarding a Chick-fil-A restaurant on the site, it should have so stated in the Estoppel Certificate, rather than representing that it was unaware of any fact that "with the passage of time" could constitute a default.

In addition, Chick-fil-A's pre-application package with a proposed site plan for its project was submitted to the City on May 12, 2022. Therefore, Strategic Equity Investments / Ms. Conca had constructive notice of the application and could have followed up at any time with the City to determine the nature and extent of Chick-fil-A's project. Instead, Strategic Equity Investments / Ms. Conca waited until Chick-fil-A had entered into a ground lease and begun the development process before raising any concerns. As stated, they are estopped from contradicting the representations made in the Estoppel Certificate.

C. The Use Contemplated By Chick-fil-A Is Consistent With, And No More Burdensome Than, The "Cochrane And Butterfield Mixed-Use Development Project" Which Has Been Pending Since At Least 2018.

The Cochrane and Butterfield Mixed-Use Development project (aka "Evergreen Village") includes "a nine pump gas station, 10,000 square feet of restaurant space, 37,700 square feet of retail space, a 110 room hotel, 40,500 square feet of medical/general office space, and an 85-bed assisted living facility." (Cochrane and Butterfield Mixed-Use Development Traffic Impact Analysis prepared for City of Morgan Hill by Hexagon Transportation Consultants, Inc. dated June 7, 2018, p. IV.) The owner of the property to be so developed is a successor-in-interest to the Grant of Easement and has the right to use the Access Easement.

That referenced traffic study shows that the Access Easement is one of the access driveways to be used by the project (see Figure 10) and further specifies that one of the uses contemplated is a "fast food restaurant with drive-through window" (Table 6). While that contemplated fast food restaurant with drive-through window is not the Chick-fil-A restaurant at issue, this development plan illustrates that the proposed Chick-fil-A development is consistent with what is contemplated and has been proposed in terms of uses of the Access Easement. To our knowledge, Strategic Equity Investments / Ms. Conca has not objected to or otherwise raised any issues with respect to the uses proposed in connection with the Cochrane and Butterfield Mix Use Development, which will likely generate far more traffic (including on the Access Easement) than Chick-fil-A.

III. SUMMARY AND CONCLUSION

As discussed above, Strategic Equity Investments / Ms. Conca's complaints regarding use of the Access Easement have no merit:

- First, the language of the Grant of Easement contemplates "pedestrian and vehicular traffic" "reasonably necessary" to accommodate a "retail/commercial" use, and Chick-fil-A's use is consistent with that scope of use and the property zoning.

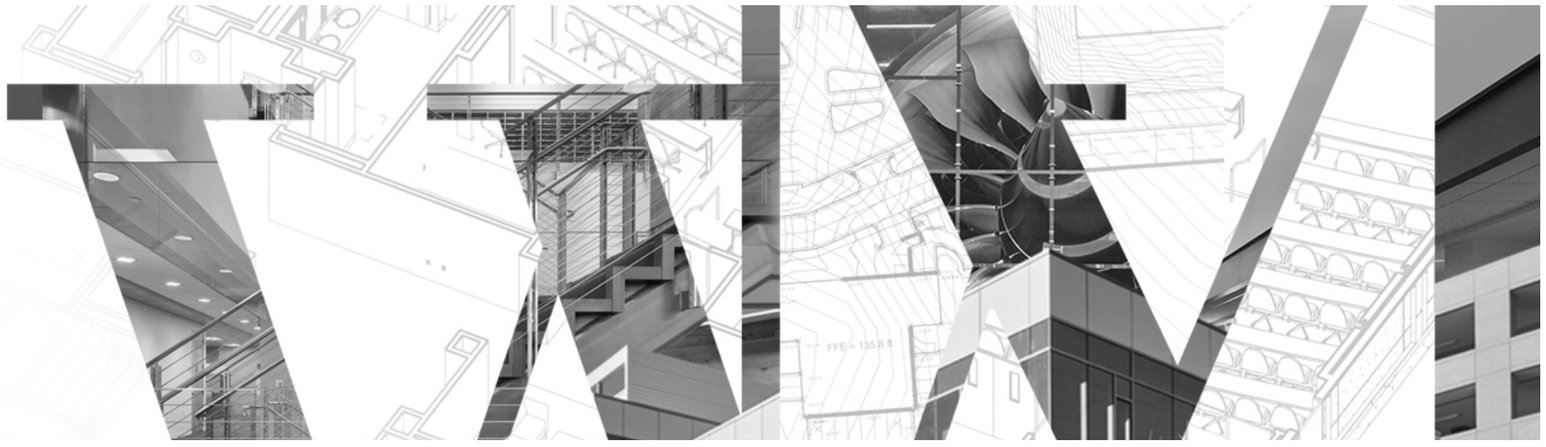
- Second, Strategic Equity Investments / Ms. Conca are estopped from asserting that the Chick-fil-A development is inconsistent or would create a default under the Grant of Easement by virtue of signing an Estoppel Certificate representing that the Chick-fil-A use would not "with time" result in a default under the Grant of Easement, on which Chick-fil-A relied.

- Third, the use proposed by Chick-fil-A is consistent with, and far less intensive, than the use proposed on the remainder property in connection with the Cochrane and Butterfield mixed-use development project, which is also contemplated to and has the legal right to use the Access Easement.

Although Chick-fil-A seeks a good relationship with its future neighbor, it should be noted that a person who interferes with the use of an easement deprives the easement owner of a valuable property right, and commits a nuisance that can be enjoined by the owner of the easement. (Civ. Code, § 809.) Moreover, preventing, hindering or

obstructing a person from using land which it has the right to use pursuant to a recorded easement is a criminal infraction. (Pen. Code, § 420.1.)

Indeed, a servient owner's (here, Strategic Equity Investments / Ms. Conca) refusal to cooperate in obtaining regulatory and land use approval for improvement of the easement in the manner contemplated, including signing any required permits, constitutes a tortious interference with the easement and entitles the dominant tenement (here, Chick-fil-A and its landlord) to recover damages. (*Dolnikov v. Ekesian* (2013) 222 Cal.App.4th 419, 428-430.) This is especially true where, as here, the current objections of Strategic Equity Investments / Ms. Conca are contrary to representations made in an Estoppel Certificate on which Chick-fil-A relied.



CFA 05180
MORGAN HILL FSU

18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037

CONCEPTUAL DESIGN
PHX22-0187-00
05.15.2023

TOTAL PAGES IN THIS PACKAGE: **8**

WARE MALCOMB

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

CONCEPTUAL RENDERING

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MORGAN HILL, CA - PHX22-0187-00

WARE MALCOMB

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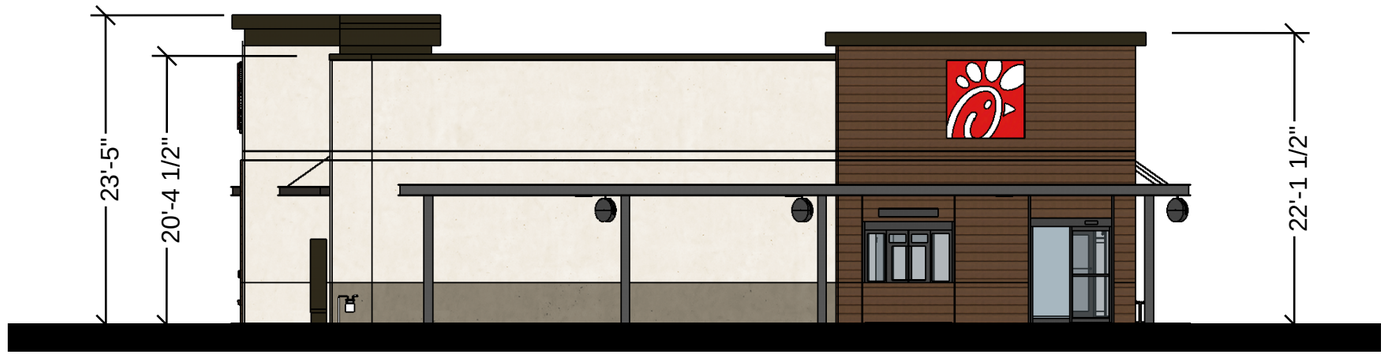

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1375 LOCUST ST #202, WALNUT CREEK, CA 94596
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WEB PAGE: WWW.JOHNSONLYMAN.COM
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Evergreen Village

Morgan Hill California

Proposed Site Plan

A-1.1

6-14-18

GOVERNMENTAL AGENCIES

BUILDING DEPARTMENT
City of Morgan Hill
Department of Bilding & Fire
Prevention Division
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: (408) 778-6480 general
Eric Blomquist, Building Official
eric.blomquist@morganhill.ca.gov

FIRE DEPARTMENT
City of Morgan Hill
Department of Bilding & Fire
Prevention Division
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Morgan Hill, CA 95037
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HEALTH DEPARTMENT
Santa Clara County Dept.
Environmental Health | Consumer
Protection Division
1555 Berger Dr. Bldb 2, 3rd Floor
San Jose, CA 95112
Phone: (408) 918-3400 general
Phone: (408) 918-3325 direct
Aziz Hussain, Senior
Environmental Health Specialist
aziz.hussain@cep.sccgov.org

BUILDING DATA

BUILDING CODE:
2019 California Building Code

PLUMBING CODE:
2019 California Plumbing Code

MECHANICAL CODE:
2019 California Mechanical Code

ELECTRICAL CODE:
2019 California Electrical Code

ACCESSIBLITY CODE:
2019 California Building Code

ENERGY CODE:
2019 California Energy Code

FIRE CODE:
2019 California Fire Code

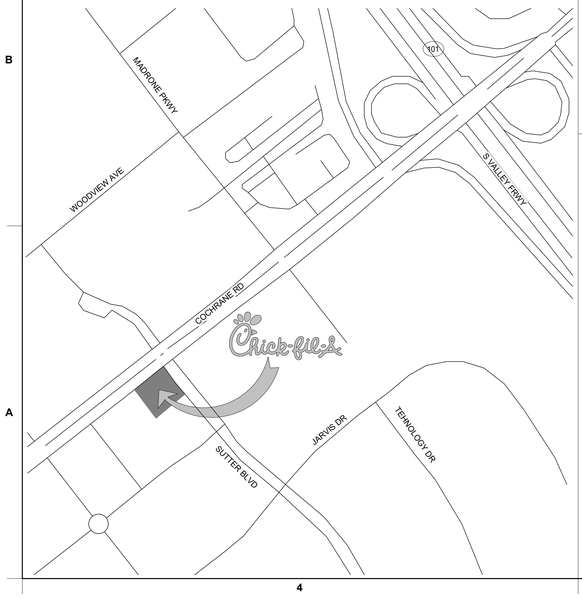
GAS CODE:
2019 California Mechanical Code

05180
P14 SE LRG
MORGAN HILL FSU

18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

VICINITY MAP

REGION: WEST



DESIGNOTES APPLIED IN CURRENT PROJECT

DESIGNOTE #	REV #	DESCRIPTION
2022-014	0	SRI A - BUILDING LIGHTING
2022-015	0	EXPANDED DIGITAL COCKPIT
2022-016	0	DRIVE - THRU COCKPIT CLEARANCE
2022-017	0	SRI EXTERIOR PAINT
2022-018	0	PROJECT DESIGN WORKFLOW
2022-019	0	ACT CEILING RISER ROOM
2022-020	0	ADD CHEROKEE BRICK AS PREFERRED SUPPLIER & BRICK REGIONAL STRATEGY MAP
2022-021	0	UPDATES TO SOIL-PRETREATMENT PROGRAM AND CONTACT INFO
2022-022	0	DRIVE-THRU DUMP SINK AND HAND SINK

ITEMS OF IMPORTANCE

INCLUDED IN PROJECT	ITEM NUMBER	ITEM DESCRIPTION
Yes	1	ITEMS OF IMPORTANCE

*NOTE: REVISION SCHEDULE ABOVE MAY NOT LIST REVISIONS TO ALL DISCIPLINES. REFER TO REVISED DRAWINGS FOR CHANGES TO SHEETS NOT LISTED HERE.

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Phone: (408) 522-5255 x121
Fax: (408) 522-5260
CHRISTIAN DALIMARTA, PE
christian@acies.net

CIVIL
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PLEASANTON, CA 94588
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LANDSCAPE
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SAN CLEMENTE, CA 92672
Phone: 949.489.5623 x 101
C: 949.412.8888
NICOLE HOURIAN, ASLA
nhourian@hourianassociates.com

Design Permit
SR2022-0024: Sutter - Chick-Fil-A

SHEET INDEX

SHEET NUMBER	SHEET NAME	ISSUED FOR BID	ISSUED FOR PERMIT	ISSUED FOR CONSTRUCTION
G-000	COVER SHEET			
A-100	SITE PLAN			
A-103	REFUSE ENCLOSURE			
A-201	FLOOR PLAN			
A-301	EXTERIOR ELEVATIONS			
A-302	EXTERIOR ELEVATIONS			
A-401	PERSPECTIVES			
E5.0	SINGLE LINE DIAGRAM			
EP1.0	SITE PHOTOMETRIC PLAN			
EP1.1	EXTERIOR LIGHTING CUTSHEET			
EP1.2	EXTERIOR LIGHTING CUTSHEET			
EP1.3	EXTERIOR LIGHTING CUTSHEET			
ES1.0	EXTERIOR LIGHTING PLAN			

Item 4
Attachment 14

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

WARE MALCOMB
Leading Design for Commercial Real Estate
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CHICK-FIL-A
MORGAN HILL FSU
18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

FSR#05180
BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
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REVISION SCHEDULE

NO.	DATE	DESCRIPTION

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CONSULTANT PROJECT # PHX22-0187-00
DATE 01/31/2023
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SHEET
COVER SHEET

SHEET NUMBER
G-000

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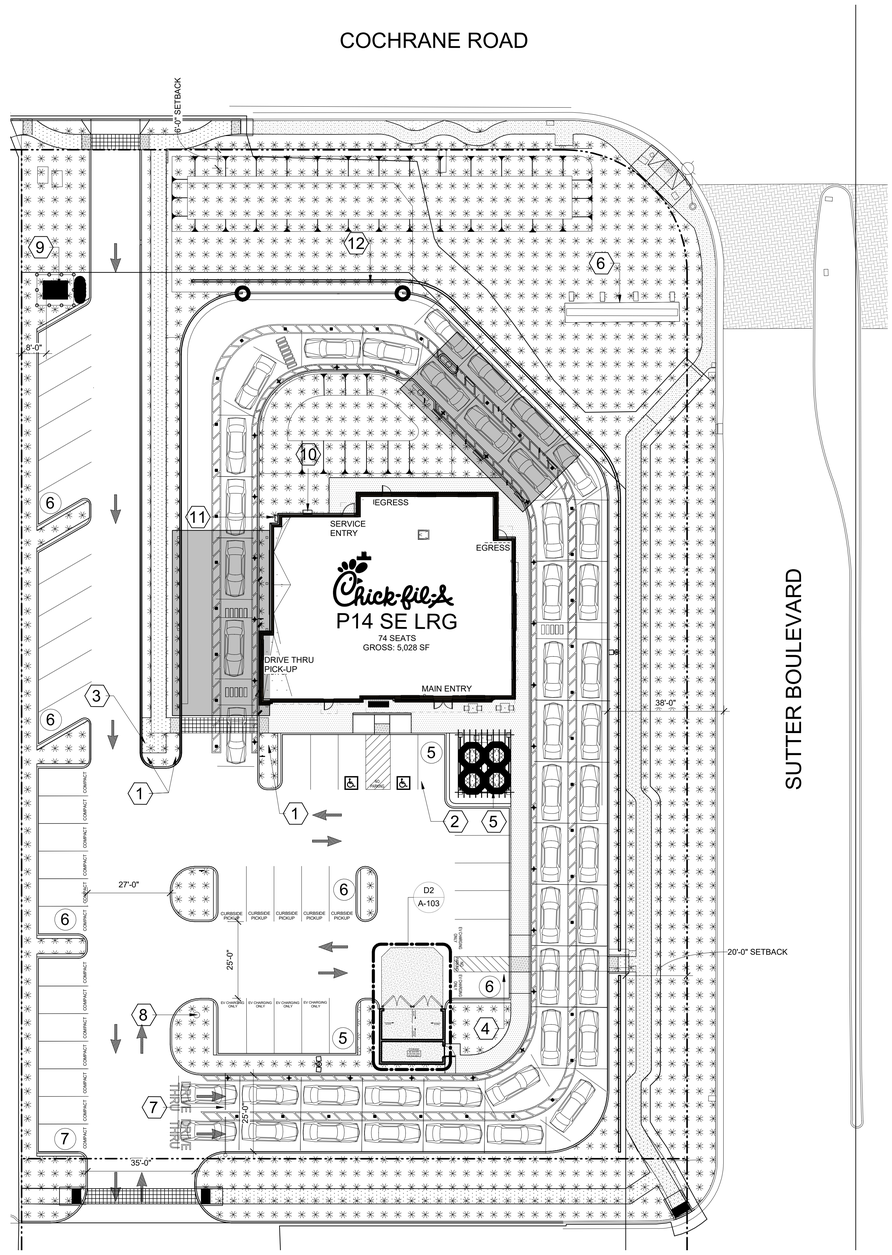
05-SE-05180-G-000-COVER SHEET



B1 SITE PLAN
1" = 20'-0"

SITE PLAN KEYNOTES

1	SIGNAGE PER SIGNAGE PACKAGE, TYP.
2	ADA PARKING.
3	SHORT-TREM BIKE PARKING.
4	LOCATION OF LONG-TREM BIKE STORAGE.
5	PATIO PLAN.
6	EXISTING MONUMENT.
7	CLEARANCE BAR PER SIGNAGE.
8	FLAG POLE.
9	TRANSFORMER.
10	ELECTRICAL METER
11	GAS METER.
12	NEW SITE WALL.

GENERAL NOTES:

FOR ACCESSIBLE ROUTE MAX SLOPE 5% AND CROSS SLOPE (2%) ALONG PATH AND 2% SLOPE IN ANY DIRECTION AT EACH TURN AND INTERSECTION OF THE PATH OF TRAVEL.

PROJECT DATA:

SITE AREA	1.82 AC	
GROSS:	79,473 SF	
BUILDING FOOTPRINT:		
CHICK-FIL-A	5,028 SF	
TOTAL FOOTPRINT:	5,028 SF	
COVERAGE:		
GROSS:	6%	
PARKING REQUIRED:		
RESTAURANT (5,028 SF)	1,998 SF / 60 PUBLIC SF= 33.3 3,030 SF / 250 GFA = 12.12	46 STALLS
MAX. COMPACT ALLOWED	30%	15 STALLS
PARKING PROVIDED:		
STANDARD:		48 STALLS @10.34/1000 SF
REQ. ACCESSIBLE		2 STALLS
DT STACK		52 CARS
OP CANOPY		8TH CAR AT INNER LANER

DEVELOPMENT STANDARDS:

ZONING:	PUD (CG)
MAX. HEIGHT:	35'-0" FT
BUILDING SETBACKS:	
FRONT:	25'-0" FT
FROM SUTTER BLVD:	30'-0" FT
FROM COCHRANE BLVD:	40'-0" FT
REAR:	20'-0" FT
LANDSCAPE SETBACKS:	
FRONT:	25'-0" FT
SIDE:	0'-0" FT
REAR:	20'-0" FT
LANDSCAPE REQ:	10%
OFF-STREET PARKING:	
STANDARD:	9X18
COMPACT:	9X16
COMPACT %:	30%
DRIVE AISLE:	25 FT
FIRE LANE:	26 FT
OVERHANG:	2 FT
TREE WELL:	5 FT
REQ. PARKING RATIO BY USE:	
RESTAURANT:	1 /100 SF
RETAIL:	1/250 SF
OFFICE:	1/250 SF

NOTES:
1 TYPE A, FOR PARKING AREAS LESS THAN 50,000 SF-5% OTHERWISE 8%

PARKING CALCULATION:

ACCESSIBLE STALL REQUIRED	
PER CBC	3
ACCESSIBLE STALLS PROVIDED	3
10% OF REQUIRED PARKING SHORT TERM BIKE STRAGE REQUIRED	6
SHORT TERM PARKING REQUIRED	6

SITE PLAN LEGEND

- LANDSCAPE
- PROPERTY LINE
- BUILDING LINE
- EXISTING 6" CURB
- EXISTING SIDEWALK
- EXISTING CURBS AND SIDEWALKS
- OUTDOOR SEATING
- ACCESSIBLE ROUTE 2% MAX SLOPE
- 4" WIDE DIAGONAL STRIPPING
- PARKING LIGHT FIXTURE (SEE ELECTRICAL DRAWING)
- EASEMENT LINE
- VEHICLE (20'-0" LENGTH TYP.)

NORTH

PROJECT SITE

PROJECT SITE

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

WARE MALCOMB
Leading Design for Commercial Real Estate

2777 E. CAMELBACK RD, SUITE #325
PHOENIX, AZ, 85016
P 480.767.1001

CHICK-FIL-A
MORGAN HILL FSU

18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
PRINTED FOR
ENTITLEMENT PACKAGE

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ENTITLEMENT PACKAGE

CONSULTANT PROJECT # PHX22-0187-00
DATE 01/31/2023
DRAWN BY J.M. / V.Z.

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SHEET
SITE PLAN

SHEET NUMBER
A-100

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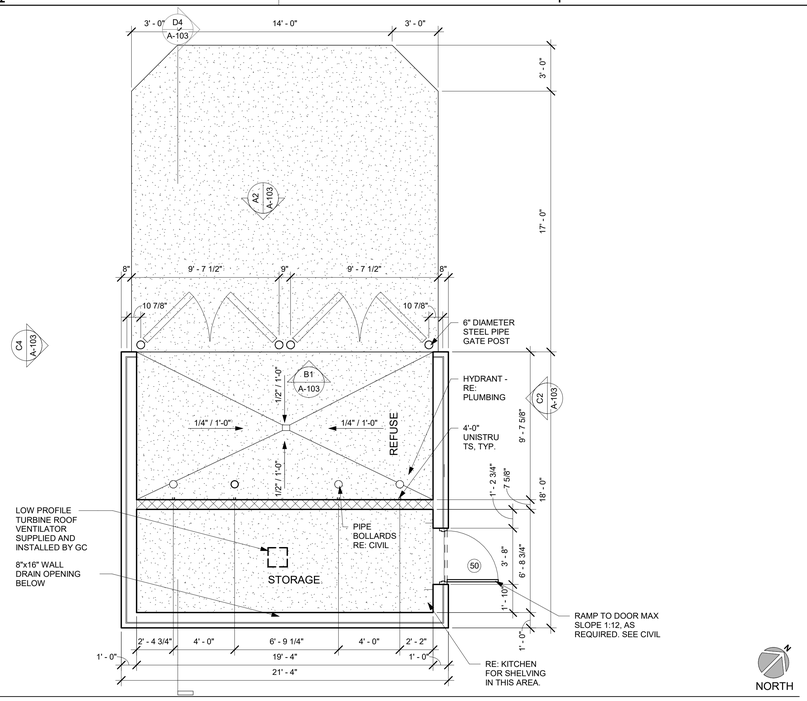
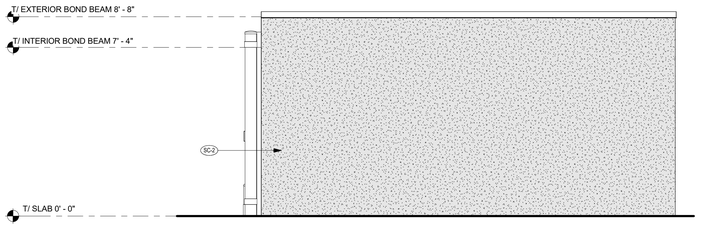
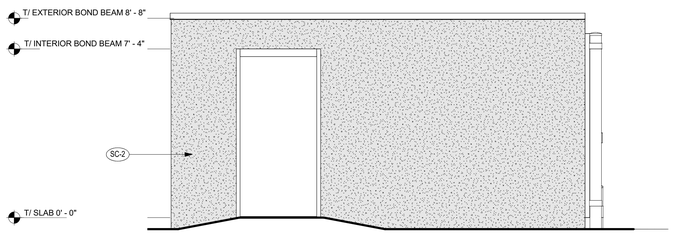
10-SE-05180-A-100-SITE PLAN



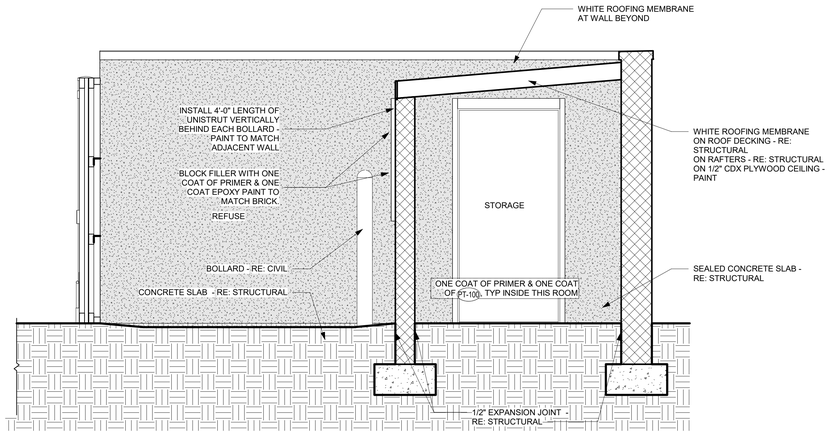
D2 REFUSE ENCLOSURE PLAN
1/4" = 1'-0"



C4 REFUSE ENCLOSURE ELEVATION
3/8" = 1'-0"



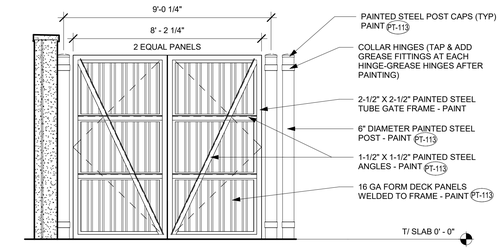
C2 REFUSE ENCLOSURE ELEVATION
3/8" = 1'-0"



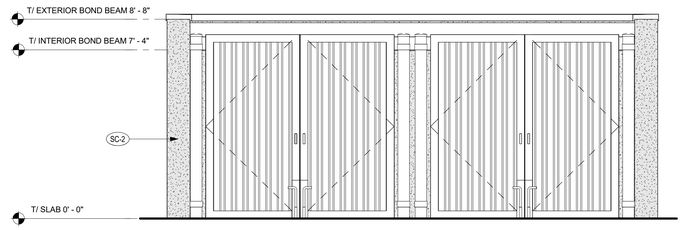
D4 REFUSE ENCLOSURE SECTION
1/2" = 1'-0"

REFUSE ENCLOSURE NOTES

1. ** IN THE ARCHITECTURAL DRAWINGS, REFUSE ENCLOSURE AND MAIN BUILDING ARE BOTH NOTED WITH FINISH SLAB AT 0'-0". ACTUAL FINISH SLAB HEIGHTS WILL VARY BETWEEN MAIN BUILDING AND REFUSE ENCLOSURE. REFER TO CIVIL FOR ALL FINISH SLAB HEIGHTS.



B1 REFUSE ENCLOSURE GATE REAR ELEVATION
3/8" = 1'-0"



A2 REFUSE ENCLOSURE ELEVATION
3/8" = 1'-0"

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

WARE MALCOMB
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PHOENIX, AZ, 85016
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CHICK-FIL-A
MORGAN HILL FSU

18599 SUTTER BOULEVARD
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FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
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REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ENTITLEMENT PACKAGE

CONSULTANT PROJECT # PHX22-0187-00
DATE 01/31/2023
DRAWN BY J.M. / V.Z.

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SHEET
REFUSE ENCLOSURE

SHEET NUMBER
A-103

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10-SE-05180-A-103-REFUSE ENCLOSURE

FLOOR PLAN GENERAL NOTES

A.1 ALL DIMENSIONS SHOWN ARE FRAMING DIMENSIONS (FACE OF STUD/JAMB) UNLESS OTHERWISE NOTED.
A.2 FASTENERS, ANCHORS, CLIPS, STRAPS, ETC WHICH ARE IN CONTACT WITH PRESERVATIVE AND/OR FIRE TREATED WOOD SHALL BE OF G-185 HOT DIPPED ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, OR AN APPROVED EQUAL.
A.3 REFER TO CIVIL AND LANDSCAPE FOR LOCATIONS OF WALKS, BOLLARDS, LANDSCAPING AREAS, FLAG POLE, AND OTHER SITE ITEMS.
A.4 REFER TO INTERIOR ELEVATIONS FOR LOCATIONS AND TYPES OF CORNER GUARDS.
A.5 CONTRACTOR TO COORDINATE LOCATION OF POLE MOUNTED EXTERIOR CAMERA WITH STRONG SYSTEMS AND INSTALL UNDERGROUND CONDUIT AS REQUIRED. RE: ELECTRICAL.
A.6 REFER TO ACCESSIBILITY PLAN AND FURNITURE DRAWINGS FOR SEATING LAYOUT & SPECIFICATIONS. CONTACT: OWNER.
A.7 REFER TO ACCESSIBILITY PLAN AND OWNER DRAWINGS FOR CONDIMENT COUNTERS AND TRASH RECEPTACLES.
A.8 REFER TO IT WALLBOARD USER GUIDE FOR WALLBOARD INSTALLATION, IF APPLICABLE.
A.9 REFER TO MILLWORK PLAN FOR RAISED CONCRETE CURB LOCATIONS.
A.10 FREEZER AND COOLER DOORS AND HARDWARE SUPPLIED BY FREEZER/COOLER MANUFACTURER

FLOOR PLAN LEGEND:

CT CABINET
RE: ELECTRICAL

MDP RE: ELECTRICAL

STEEL WALL BY OWNER RE: OWNER FOR EXACT LOCATIONS

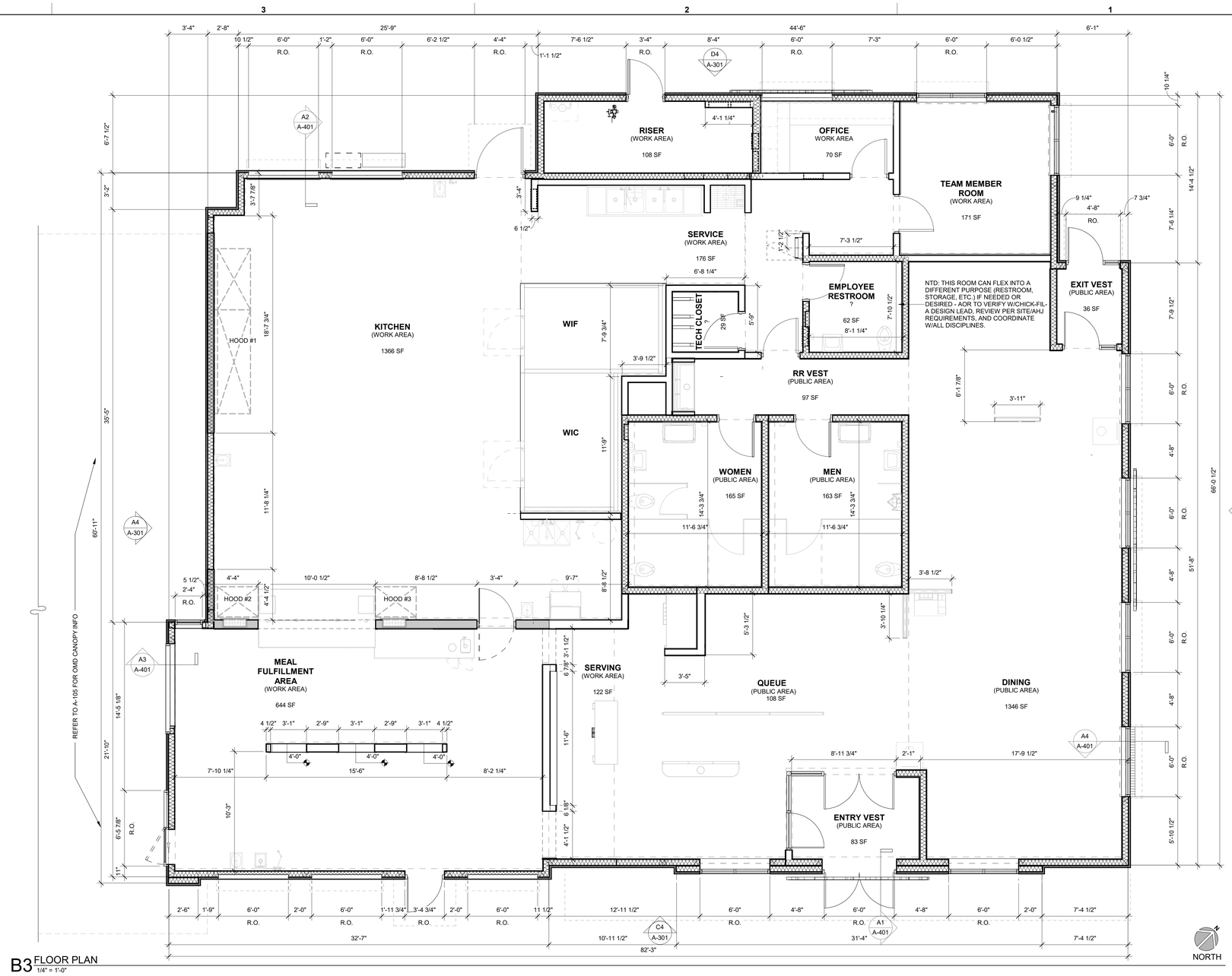
ITEM BY OWNER

SOFFIT OR BULKHEAD ABOVE RE: REFLECTED CEILING PLAN

2-SIDED BRAND ICON
RE: OWNER DRAWINGS

RECESSED PIN AND SLEEVE BOX, RE: A4/A620 & MEP DRAWINGS.

ELECTRICAL PANEL RE: ELECTRICAL



B3 FLOOR PLAN
1/4" = 1'-0"

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

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Leading Design for Commercial Real Estate

2777 E. CAMELBACK RD, SUITE #325
PHOENIX, AZ, 85016
P 480.767.1001

CHICK-FIL-A
MORGAN HILL FSU

18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
PRINTED FOR
ENTITLEMENT PACKAGE

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ENTITLEMENT PACKAGE

CONSULTANT PROJECT # PHX22-0187-00
DATE 01/31/2023
DRAWN BY J.M. / V.Z.

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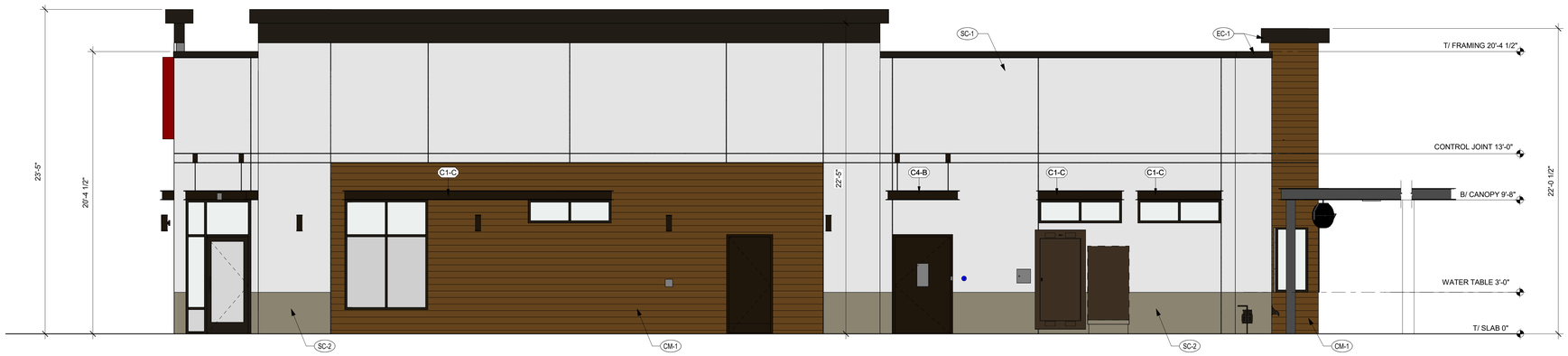
SHEET
FLOOR PLAN

SHEET NUMBER
A-201

2/13/2023 10:52:07 AM Autodesk Docs://CA_05180_Morgan Hill FSU_2022.10_FSR/05180_Morgan Hill FSU_ARC.rvt
10-SE-05180-A-201-FLOOR PLAN



NORTH EXTERIOR ELEVATION
1/4" = 1'-0"

SOUTH EXTERIOR ELEVATION
1/4" = 1'-0"

FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
CM-1	WOOD CLADDING	AZEK EXTERIORS	TIMBER TECH ADVANCED PVC BY AZEK: VINTAGE COLLECTION		MAHOGANY	
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SC-1	STUCCO	STO	POWERWALL	SW 7566	WESTHIGHLAND WHITE	FINISH: SAND MEDIUM
SC-2	STUCCO	STO	POWERWALL	SW 6172	HARDWARE	FINISH: SAND MEDIUM
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE (MATTE)	

GENERAL NOTES
1. ALL SIGNAGE PROVIDED BY OTHERS
2. REF FLOOR PLAN AND WINDOW LEGEND FOR STOREFRONT INFORMATION

ATTACHED CANOPY SCHEDULE

Mark	Description	Count	Overall Width	Overall Depth	Tie Back Mounting (Offset From Top)	Integral Lighting
C1-C	Exterior Canopy	12	6'-4"	1'-0"	0"	No
C4-A	Exterior Canopy	1	5'-0"	4'-0"	2'-4"	Yes
C4-B	Exterior Canopy	2	5'-4"	4'-0"	2'-4"	Yes
C4-L	Exterior Canopy	1	48'-6"	4'-0"	2'-4"	Yes
Grand total		16				

CANOPY NOTES:

BUILDING MOUNTED CANOPIES - 8" THICK CANOPY
- KYNAR FINISH OF STRUCTURE, FASCIA, & DECKING TO MATCH (CP-1)

COLUMN MOUNTED CANOPIES - 10" THICK CANOPY
- FINISH OF STRUCTURE TO BE (CP-1)
- FINISH OF DECKING TO BE (CP-2)

LEGEND

CM-1
SC-1
SC-2
EC-1

EXPANSION JOINT, SEALANT COLOR TO MATCH MORTAR COLOR
CARD READER BY SECURITY VENDOR - RE: ELEC
MDP - (PT-113) RE: ELECTRICAL
OIL EXTRACTION PORT ACCESS BOX
CO2 FILL BOX - RE: KITCHEN
LIGHT FIXTURE - RE: ELECTRICAL
CT CABINET - (PT-113) RE: ELECTRICAL

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CHICK-FIL-A
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18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
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REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ENTITLEMENT PACKAGE

CONSULTANT PROJECT # PHX22-0187-00
DATE 01/31/2023
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SHEET
EXTERIOR ELEVATIONS

SHEET NUMBER
A-301

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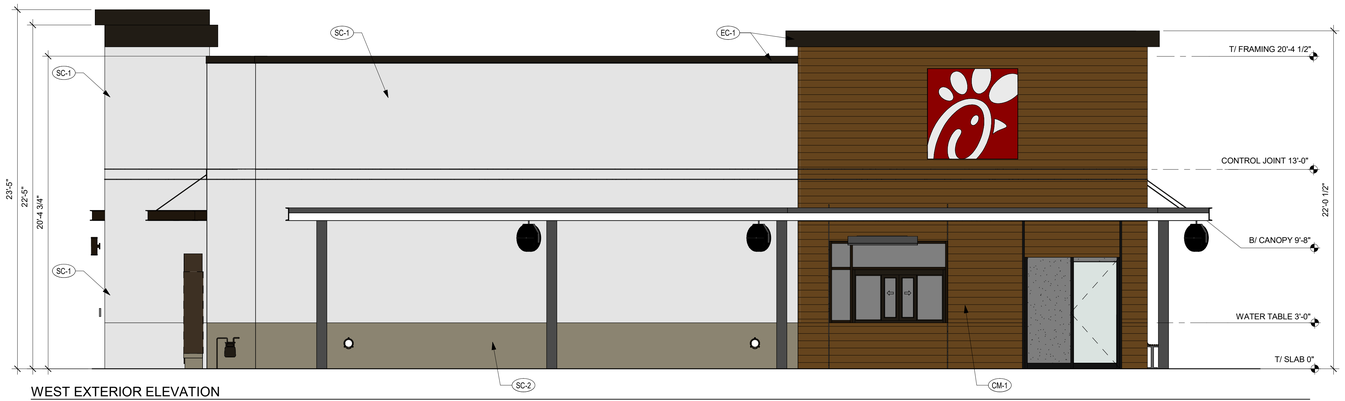
10-SE-05180-A-301-EXTERIOR ELEVATIONS

EAST EXTERIOR ELEVATION

1/4" = 1'-0"



WEST EXTERIOR ELEVATION

1/4" = 1'-0"

FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
CM-1	WOOD CLADDING	AZEK EXTERIORS	TIMBER TECH ADVANCED PVC BY AZEK; VINTAGE COLLECTION		MAHOGANY	
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SC-1	STUCCO	STO	POWERWALL	SW 7566	WESTHIGHLAND WHITE	FINISH: SAND MEDIUM
SC-2	STUCCO	STO	POWERWALL	SW 6172	HARDWARE	FINISH: SAND MEDIUM
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE (MATTE)	

GENERAL NOTES

1. ALL SIGNAGE PROVIDED BY OTHERS
2. REF FLOOR PLAN AND WINDOW LEGEND FOR STOREFRONT INFORMATION

ATTACHED CANOPY SCHEDULE

Mark	Description	Count	Overall Width	Overall Depth	Tie Back Mounting (Offset From Top)	Integral Lighting
C1-C	Exterior Canopy	12	6'-4"	1'-0"	0"	No
C4-A	Exterior Canopy	1	5'-0"	4'-0"	2'-4"	Yes
C4-B	Exterior Canopy	2	5'-4"	4'-0"	2'-4"	Yes
C4-L	Exterior Canopy	1	48'-6"	4'-0"	2'-4"	Yes
Grand total		16				

CANOPY NOTES:

BUILDING MOUNTED CANOPIES
- 8" THICK CANOPY
- KYNAR FINISH OF STRUCTURE, FASCIA, & DECKING TO MATCH CP-1

COLUMN MOUNTED CANOPIES
- 10" THICK CANOPY
- FINISH OF STRUCTURE TO BE CP-1
- FINISH OF DECKING TO BE CP-2

LEGEND

CM-1
SC-1
SC-2
EC-1

EXPANSION JOINT, SEALANT COLOR TO MATCH MORTAR COLOR

CARD READER BY SECURITY VENDOR - RE: ELEC

MDP - PT-113 RE: ELECTRICAL

OIL EXTRACTION PORT ACCESS BOX

CO2 FILL BOX - RE: KITCHEN

LIGHT FIXTURE - RE: ELECTRICAL

CT CABINET - PT-113 RE: ELECTRICAL

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CHICK-FIL-A
MORGAN HILL FSU

18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
PRINTED FOR

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REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ENTITLEMENT PACKAGE

CONSULTANT PROJECT # PHX22-0187-00
DATE 01/31/2023
DRAWN BY J.M. / V.Z.

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SHEET
EXTERIOR ELEVATIONS

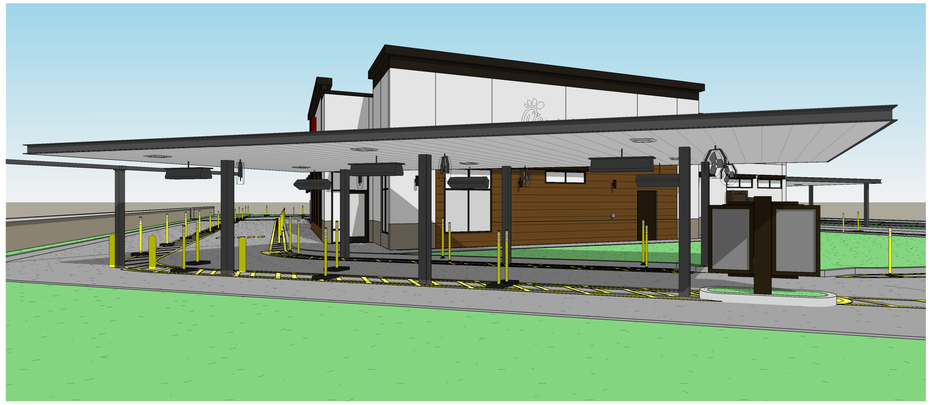
SHEET NUMBER
A-302

2/13/2023 10:52:20 AM Autodesk Docs://CA_05180_Morgan Hill FSU_2022.10_FSR/05180_Morgan Hill FSU_ARC.rvt
10-SE-05180-A-302-EXTERIOR ELEVATIONS (COLOR)

C2 PERSPECTIVES

C1 PERSPECTIVES

A2 PERSPECTIVES



A1 PERSPECTIVES

8/11/2023 10:08:21 AM Autodesk Docs://CA_05180_Morgan Hill FSU_2022.10_FSR05180_Morgan Hill FSU_ARC.rvt

SE-05180-A-401-EXTERIOR PERSPECTIVES

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PHOENIX, ARIZONA, 85016
P 480.767.1001

CHICK-FIL-A
MORGAN HILL FSU

18599 SUTTER BLVD
MORGAN HILL, CALIFORNIA 95037

FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
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REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ENTITLEMENT PACKAGE

CONSULTANT PROJECT # PHX22-0187-00
DATE 08/11/2023
DRAWN BY V.Z.

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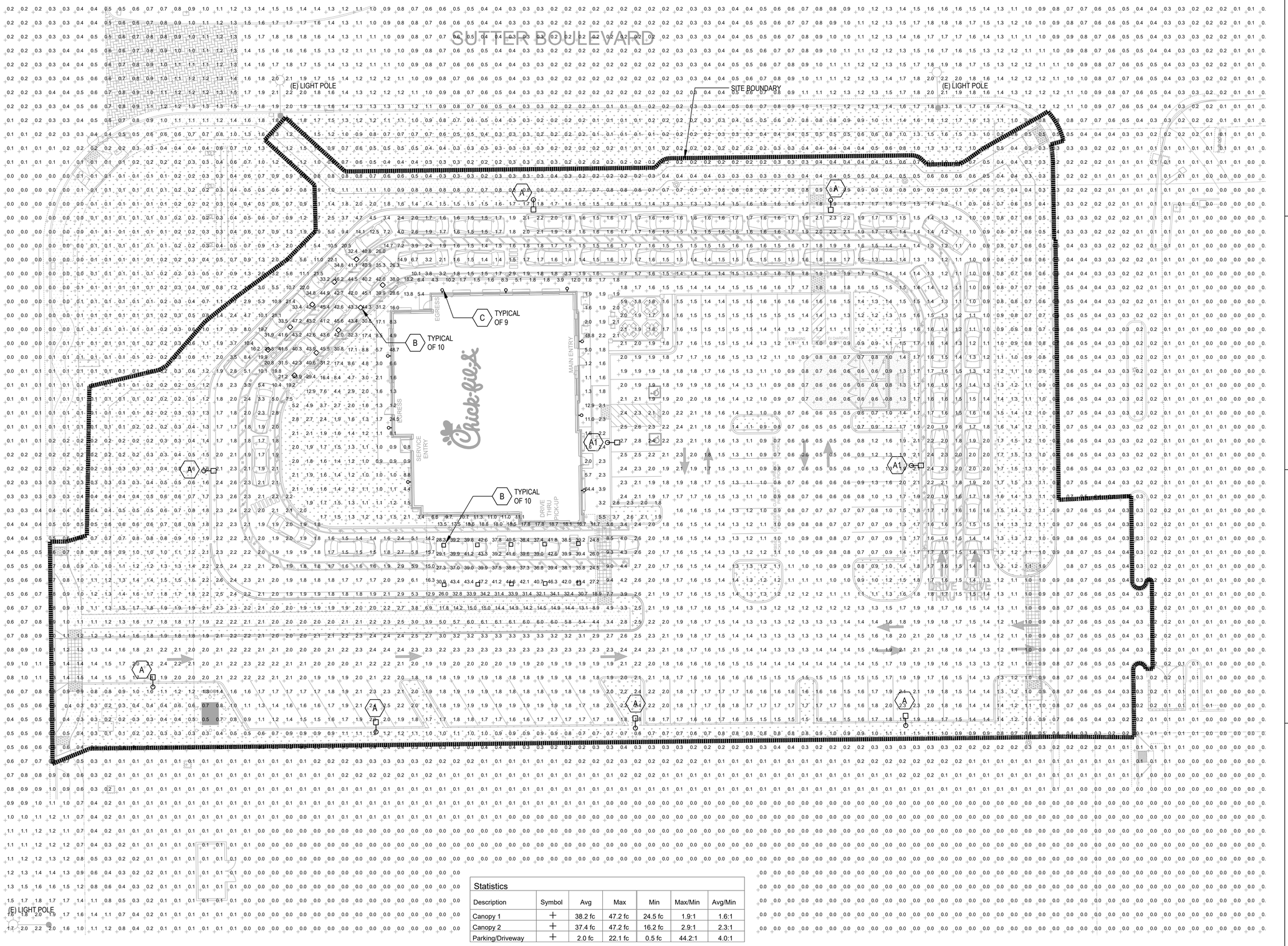
SHEET
EXTERIOR PERSPECTIVES

SHEET NUMBER
A-401



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
Canopy 1	+	38.2 fc	47.2 fc	24.5 fc	1.9:1	1.6:1
Canopy 2	+	37.4 fc	47.2 fc	16.2 fc	2.9:1	2.3:1
Parking/Driveway	+	2.0 fc	22.1 fc	0.5 fc	44.2:1	4.0:1

SITE PHOTOMETRIC PLAN | SCALE 1/16" = 1'-0" | 1

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F 925.244.9621

CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037

FSR# 0000

BUILDING TYPE / SIZE:
RELEASE:

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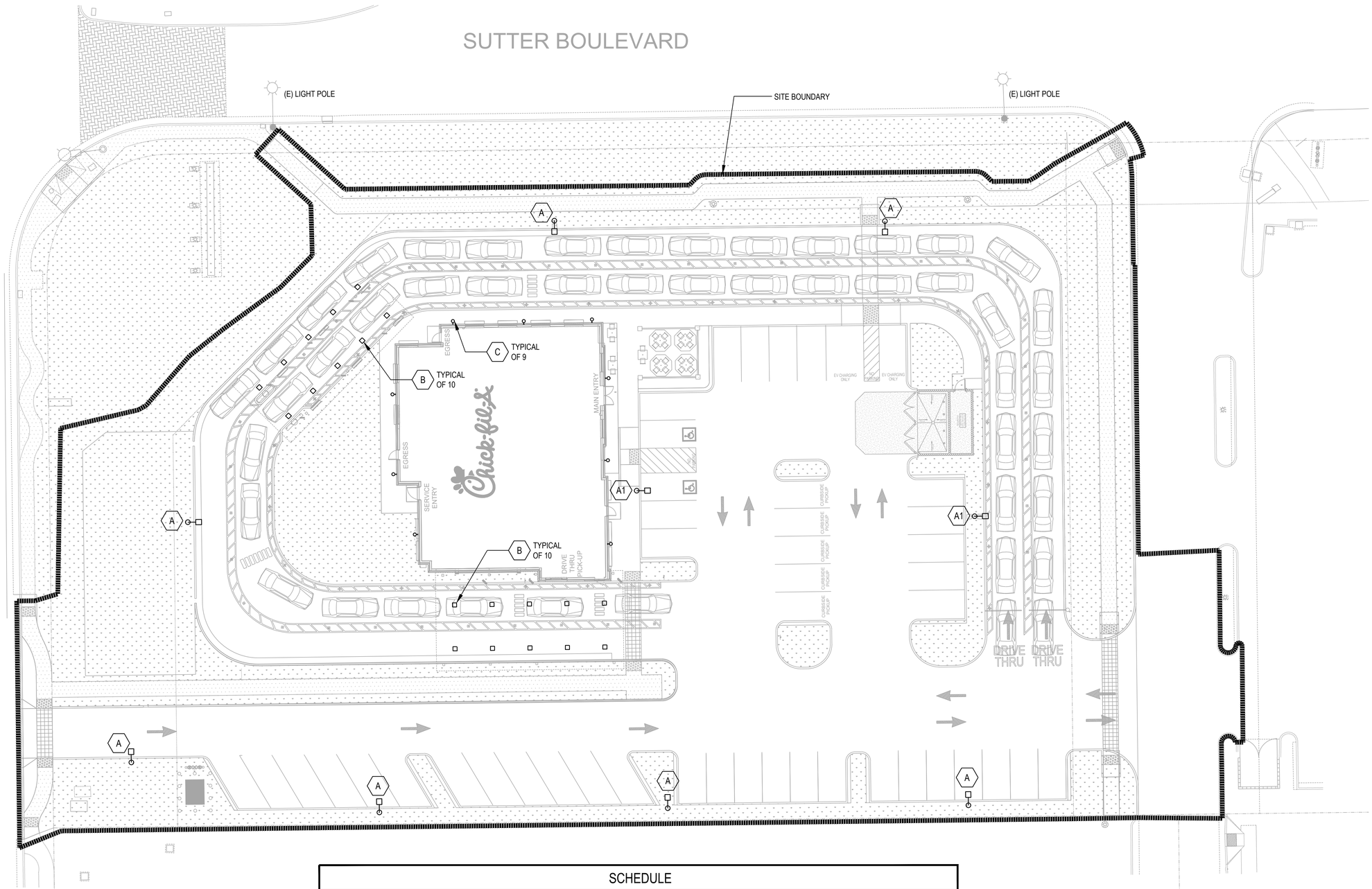
SHEET
SITE PHOTOMETRIC PLAN

SHEET NUMBER
EP1.0

D:\Acme Engineering\ACI\25 Projects\Chick-Fil-A\Morgan Hill\Electrical\231475_E1.1.dwg Sheet No: EP1.0 Saved by: anjo - Thursday, March 09, 2023 7:06 AM Printed by: Anjo Santos - March 9, 2023 7:07 AM



SCHEDULE

SYMBOL	TAG	QTY	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	FILE NAME	(QTY)LAMP	LUMENS	LLF	WATTS	DISTRIBUTION	MOUNTING HEIGHT
	A1	2	COOPER LIGHTING	PRV-PA2A-730-U-T4W	PREVAIL AREA AND ROADWAY LUMINAIRE (2) 70 CRI, 3000K, 720mA LIGHT ENGINES WITH 24 LEDS AND TYPE IV WIDE OPTICS	PRV-PA2A-730-U-T4W.ies	1	14,170	0.9	113.0	BUG RATING : B3-U0-G3	25 FT
	A	7	COOPER LIGHTING	PRV-PA2A-730-U-T4W-HSS	PREVAIL AREA AND ROADWAY LUMINAIRE (2) 70 CRI, 3000K, 720mA LIGHT ENGINES WITH 24 LEDS AND TYPE IV WIDE OPTICS WITH HOUSE SIDE SHIELD	PRV-PA2A-730-U-T4W-HSS.ies	1	10,262	0.9	113.0	BUG RATING : B1-U0-G3	25 FT
	B	20	DECO LIGHTING	D533R-PRO-55-30-U-5-W-M	LED CANOPY LUMINAIRE, 3000K, 80 CRI		1	7910	0.9	55		RECESS
	C	9	PROGRESS LIGHTING	P5675-31	5" UP/DOWN CYLINDER WITH HEAVY DUTY ALUMINUM CONSTRUCTION, WET LISTED, WITH TWO GENERAL ELECTRIC RETROFIT LAMPS #LED12P30RW83025		2		0.9	24	BUG RATING : B1-U0-G1	8 FT

EXTRERIOR LIGHTING PLAN | SCALE 1/16" = 1'-0" | 1

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CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037

FSR# 0000

BUILDING TYPE / SIZE:
RELEASE:
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SHEET
EXTRERIOR LIGHTING PLAN

SHEET NUMBER
ES1.0

EXISTING TREE LEGEND

	BOTANICAL NAME	COMMON NAME	HGT./CALIPER	ACTION
1	PLATANUS ACERIFOLIA	LONDON PLANE TREE	8"	REMAIN
2	PLATANUS ACERIFOLIA	LONDON PLANE TREE	7"	REMAIN
3	PLATANUS ACERIFOLIA	LONDON PLANE TREE	7"	REMAIN
4	PLATANUS ACERIFOLIA	LONDON PLANE TREE	5"	REMAIN
5	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
6	PLATANUS ACERIFOLIA	LONDON PLANE TREE	8"	REMOVE
7	PLATANUS ACERIFOLIA	LONDON PLANE TREE	4",5",6",6",5",6"	REMOVE
8	PLATANUS ACERIFOLIA	LONDON PLANE TREE	7"	REMOVE
9	PLATANUS ACERIFOLIA	LONDON PLANE TREE	7	REMOVE
10	PLATANUS ACERIFOLIA	LONDON PLANE TREE	9"	REMOVE
11	PLATANUS ACERIFOLIA	LONDON PLANE TREE	8"	REMOVE
12	PLATANUS ACERIFOLIA	LONDON PLANE TREE	11.5"	REMOVE
13	PLATANUS ACERIFOLIA	LONDON PLANE TREE	9"	REMOVE
14	PLATANUS ACERIFOLIA	LONDON PLANE TREE	13"	REMOVE
15	PLATANUS ACERIFOLIA	LONDON PLANE TREE	16"	REMOVE
16	QUERCUS AGRIFOLIA	COAST LIVE OAK	24"	REMOVE
17	PALM	PALM	4"	REMOVE
18	PALM	PALM	5"	REMOVE
19	PALM	PALM	6"	REMOVE
20	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
21	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
22	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
23	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
24	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
25	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
26	PLATANUS ACERIFOLIA	LONDON PLANE TREE	16"	REMOVE
27	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
28	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
29	PLATANUS ACERIFOLIA	LONDON PLANE TREE	11"	REMOVE
30	ACER PALMATUM	JAPANESE MAPLE	3",3",3",6",4"	REMOVE
31	PLATANUS ACERIFOLIA	LONDON PLANE TREE	12"	REMOVE
32	PLATANUS ACERIFOLIA	LONDON PLANE TREE	10"	REMOVE
33	QUERCUS AGRIFOLIA	COAST LIVE OAK	19"	REMOVE
34	QUERCUS AGRIFOLIA	COAST LIVE OAK	24"	REMAIN
35	QUERCUS AGRIFOLIA	COAST LIVE OAK	28"	REMAIN
36	PLATANUS ACERIFOLIA	LONDON PLANE TREE	18"	REMOVE
37	PYRUS KAWAKAMII	EVERGREEN PEAR	30"	REMOVE
38	PYRUS KAWAKAMII	EVERGREEN PEAR	11"	REMOVE
39	PYRUS KAWAKAMII	EVERGREEN PEAR	4",4",2"	REMOVE
40	OLEA EUROPAEA 'WILSONII'	FRUITLESS OLIVE	4",4",4",4",4",3"	REMAIN
41	OLEA EUROPAEA 'WILSONII'	FRUITLESS OLIVE	3"	REMOVE
42	PYRUS KAWAKAMII	EVERGREEN PEAR	6"	REMOVE

ORDINANCE TREES TO BE REMOVED:
INDIGENOUS 4
NON-INDIGENOUS 0
ORDINANCE TREES TO REMAIN 2

PLANTING NOTES

1. CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITHIN THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATIONS) FROM THE PLANS OR SPECIFICATIONS IS TO HAVE WRITTEN APPROVAL.
2. ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "AMERICAN NURSERY AND LANDSCAPE ASSOCIATION" STANDARDS. WWW.ANLA.ORG
3. LANDSCAPE ARCHITECT SHALL APPROVE PLANT MATERIAL PLACEMENT BY CONTRACTOR PRIOR TO INSTALLATION.
4. CONTRACTOR TO INCLUDE IN HIS BID THE REPAIR OF ANY AND ALL DAMAGE RESULTING FROM INSTALLATION OF PLANTING ITEMS. CONNECT TO EXISTING CONDITIONS.
5. PERIMETER OF ALL RAISED PLANTERS TO HAVE A ROOT BARRIER TO REDIRECT ROOT GROWTH PER MANUFACTURER'S SPECIFICATIONS.
6. FINISH GRADE TO BE 3" BELOW TOP OF CURB OR SIDEWALK FOR PLANTING AREAS.
7. FERTILIZER FOR ALL PLANTING AREAS SHALL BE AS SPECIFIED WITHIN THE SOILS REPORT.
8. FOR LANDSCAPE INSTALLATIONS, COMPOST AT A RATE OF A MINIMUM OF FOUR (4) CUBIC YARDS PER ONE THOUSAND SQUARE FEET OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF SIX INCHES INTO THE SOIL.
9. ALL PLANTING AND IRRIGATION ON THIS PROJECT TO MEET OR EXCEED CITY LANDSCAPE GUIDELINES, STANDARDS AND AGENCY REQUIREMENTS.
10. ALL PLANTER AREAS SHALL BE TOP DRESSED WITH 3" MINIMUM RECYCLED REDWOOD BARK MULCH COVER.
11. ALL PLANTING AREAS SHALL BE IRRIGATED WITH SUB-GRADE BUBBLERS FOR TREES AND DRIPLINE OR DRIP EMITTERS FOR SHRUBS/GROUND COVERS. CONNECTED TO AUTOMATIC REMOTE CONTROL VALVES (SEPARATE VALVES FOR TREES AND DRIP/BUBBLERS) AND TIED INTO AN AUTOMATIC IRRIGATION "SMART" CONTROLLER WITH RAIN SENSOR DEVICE.
12. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, RAISING TREE BALLS WHICH SETTLE BELOW GRADE, FERTILIZING, APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTINGS FREE OF INSECTS AND DISEASES, WEEDING, AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AS SPECIFIED ABOVE FOR A PERIOD OF NINETY (90) DAYS.
13. ALL PLANTER BEDS TO BE AMENDED WITH SOIL PREPARATION PER SPECIFICATIONS. NO DEVIATIONS ARE ALLOWED.
14. ALL PLANTING TO BE IRRIGATED WITH POTABLE WATER (NO RECYCLED WATER IS AVAILABLE FOR THIS SITE).
15. SUBSEQUENT TO MASS GRADING ON SITE AND PRIOR TO PLANTING, THE CONTRACTOR SHALL SUBMIT A SOIL SAMPLE TO A CERTIFIED SOILS LABORATORY FOR A SOIL ANALYSIS REPORT AND ADHERE TO ALL RECOMMENDATIONS OF THE SOILS LABORATORY.

REQUIRED CITY SOIL AMENDMENT NOTES

PRIOR TO THE PLANTING OF ANY MATERIALS, COMPACTED SOILS SHALL BE TRANSFORMED TO A FRIABLE CONDITION. ON ENGINEERED SLOPES, ONLY AMENDED PLANTING HOLES NEED MEET THIS REQUIREMENT.

SOIL AMENDMENTS SHALL BE INCORPORATED ACCORDING TO RECOMMENDATIONS OF THE SOIL REPORT AND WHAT IS APPROPRIATE FOR THE PLANTS SELECTED.

FOR LANDSCAPE INSTALLATIONS, COMPOST AT A RATE OF A MINIMUM OF FOUR CUBIC YARDS PER ONE THOUSAND SQUARE FEET OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF SIX INCHES INTO THE SOIL. SOILS WITH GREATER THAN SIX PERCENT ORGANIC MATTER IN THE TOP SIX INCHES OF SOIL ARE EXCEMPT FROM ADDING COMPOST AND TILLING.

A MINIMUM THREE-INCH LAYER OF MULCH SHALL BE APPLIED ON ALL EXPOSED SOIL SURFACES OF PLANTING AREAS EXCEPT IN TURF AREAS, CREEPING OR ROOTING GROUNDCOVERS, OR DIRECT SEEDING APPLICATIONS WHERE MULCH IS CONTRAINDICATED. TO PROVIDE HABITAT FOR BENEFICIAL INSECTS AND OTHER WILDLIFE, UP TO FIVE PERCENT OF THE LANDSCAPE AREA MAY BE LEFT WITHOUT MULCH. DESIGNATED INSECT HABITAT MUST BE INCLUDED IN THE LANDSCAPE DESIGN PLAN AS SUCH.

STABILIZING MULCHING PRODUCTS SHALL BE USED ON SLOPES THAT MEET CURRENT ENGINEERING STANDARDS.

THE MULCHING PORTION OF THE SEED/MULCH SLURRY IN HYDRO-SEEDED APPLICATIONS SHALL MEET THE MULCHING REQUIREMENT.

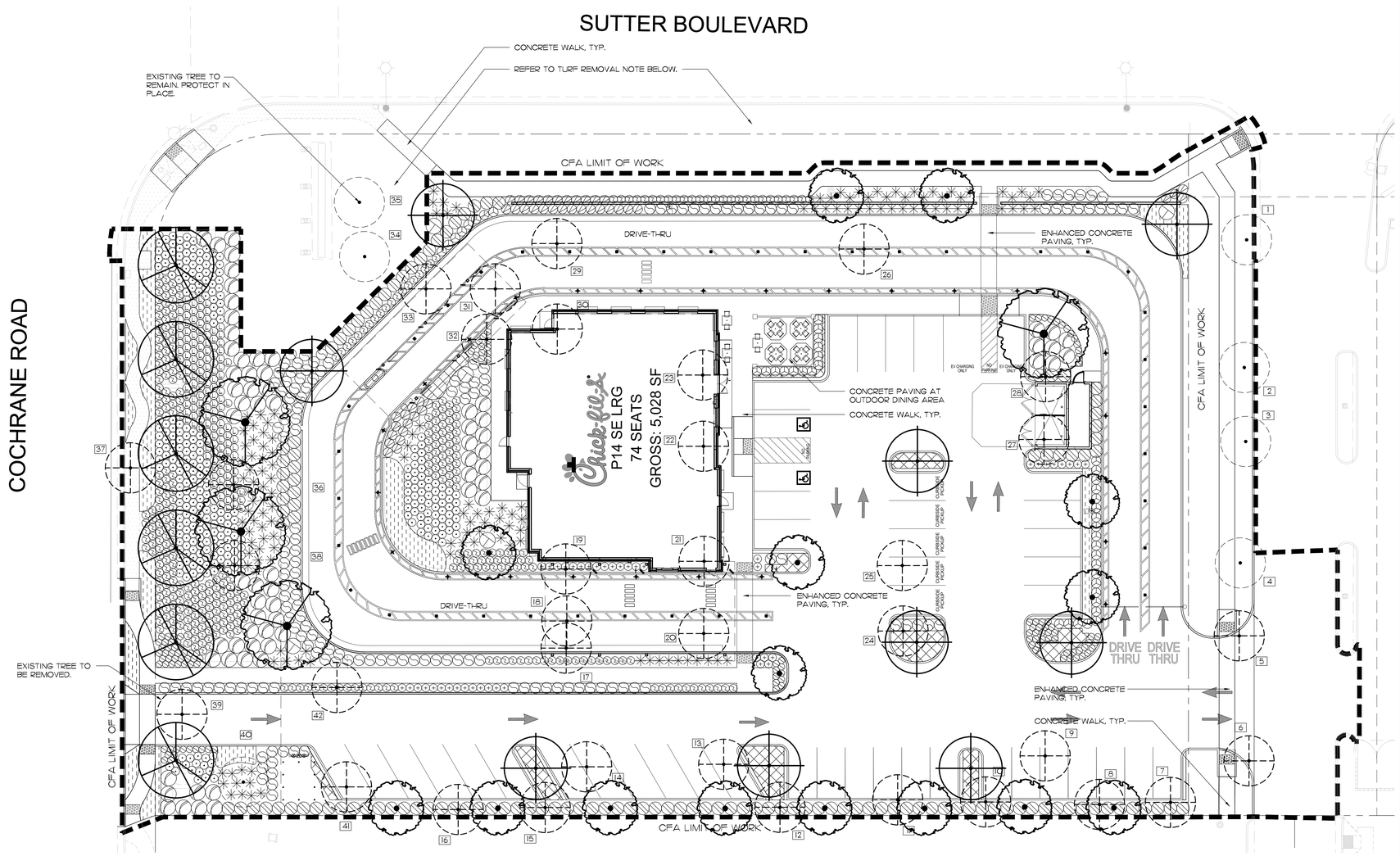
ORGANIC MULCH MATERIALS MADE FROM RECYCLED OR POST-CONSUMER SHALL TAKE PRECEDENCE OVER INORGANIC MATERIALS OR VIRGIN FOREST PRODUCTS UNLESS THE RECYCLED POST-CONSUMER ORGANIC PRODUCTS ARE NOT LOCALLY AVAILABLE. ORGANIC MULCHES ARE NOT REQUIRED WHERE PROHIBITED BY LOCAL FUEL MODIFICATION PLAN GUIDELINES OR OTHER APPLICABLE LOCAL ORDINANCES. (THE USE OF BARK MULCH, GORILLA MULCH, SHREDDED CEDAR ARE STRONGLY DISCOURAGED AND SHOULD NOT BE USED IN ANY PROJECT.)

UNDERGROUND SERVICE ALERT

CALL: TOLL FREE
1-800
227-2600

TWO WORKING DAYS BEFORE YOU DIG

"CAUTION": REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.



PLANTING PLAN

SCALE: 1" = 16'-0"

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS IV REGION I
	TREES					
	LAGERSTROEMIA X 'MUSKOGEE'	CRAPE MYRTLE	24" BOX	12	STANDARD DECIDUOUS	LOW
	OLEA EUROPAEA 'SWAN HILL'	FRUITLESS OLIVE	36" BOX	9	MULTI-TRUNK DECIDUOUS	LOW
	QUERCUS AGRIFOLIA	COAST LIVE OAK	36" BOX	4	STANDARD EVERGREEN	LOW
	ULMUS PARVIFOLIA	EVERGREEN ELM	24" BOX	6	STANDARD EVERGREEN	LOW
	TYP. EXISTING TREE TO BE REMOVED (35 TOTAL), SEE LISTING THIS SHEET.					
	TYP. EXISTING TREE TO REMAIN (7 TOTAL), SEE LISTING THIS SHEET.					
	SHRUBS					
	CHONDROPETALUM TECTORUM	SMALL CAPE RUSH	5 GAL.	369	2'-6" O.C.	LOW
	DESCHAMPSIA CAESPITOSA	TUFTED REEDGRASS	5 GAL.	307	2'-6" O.C.	LOW
	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	5 GAL.	115	2'-0" O.C.	LOW
	LEYMUS CONDENSATUS 'CANYON PRINCE'	CANYON PRINCE WILD RYE	5 GAL.	146	2'-6" O.C.	LOW
	LOMANDRA LONGIFOLIA 'BREEZE'	DWARF MAT RUSH	5 GAL.	43	2'-6" O.C.	LOW
	MUHLENBERGIA CAPILLARIS 'REGAL MIST'	PINK MUHLY	5 GAL.	146	3'-6" O.C.	LOW
	OLEA EUROPAEA 'LITTLE OLLIE'	DWARF OLIVE	5 GAL.	124	3'-6" O.C.	LOW
	PENNISETUM ALOPECUROIDES 'HAMELN'	FOUNTAIN GRASS	5 GAL.	45	3'-0" O.C.	LOW
	PEROVSKIA ATRIPLICIFOLIA 'BLUE SPIRE'	RUSSIAN SAGE	5 GAL.	149	3'-6" O.C.	LOW
	PHORMIUM 'PLATTS BLACK'	NEW ZEALAND FLAX	5 GAL.	43	3'-0" O.C.	LOW
	SALVIA CLEVELANDII	CLEVELAND SAGE	5 GAL.	71	5'-0" O.C.	LOW
	YUCCA WHIPPLEI	OUR LORD'S CANDLE	15 GAL.	5	AS SHOWN	LOW
	GROUNDCOVERS					
	FESTUCA GLAUCA 'ELIJAH BLUE'	BLUE FESCUE	1 GAL.	1,234 S.F.	2'-0" O.C.	LOW
	SANTOLINA VIRENS	GREEN LAVENDER COTTON	1 GAL.	1,852 S.F.	2'-0" O.C.	LOW

REQUIRED CITY NOTES:

THIS IS A NEW PROJECT TO BE PRIVATELY MAINTAINED.

WATER SUPPLY TO BE POTABLE WATER. CITY OF MORGAN HILL WATER DIVISION IS THE WATER PURVEYOR.

THE DEVELOPER WILL SUBMIT RECEIPTS AND/OR INVOICES FOR ALL COMPOST AND MULCH PURCHASES TO ENVIRONMENTAL SERVICES DIVISION AFTER FINAL CONSTRUCTION AND HAVE THIS STATEMENT SIGNED BY THE OWNER/DEVELOPER.

OWNER/DEVELOPER DATE

FOR BUILDING - NEEDS TO BE SIGNED BY OWER

TURF REMOVAL NOTE:

WILL COMPLY WITH LETTER RECEIVED FROM THE CITY OF MORGAN HILL DATED JUNE 9TH. THE FINAL LANDSCAPING DESIGN PLANS WILL INCLUDE ALL PARTS OF THE PROPERTY AND ENSURE THAT THE WHOLE PROPERTY IS IN COMPLIANCE WITH ALL SECTIONS OF 18.64 AND 18.148 OF THE MUNICIPAL CODE.

LANDSCAPE CALCULATIONS

SHRUB AND GROUNDCOVER AREA:	20,108 S.F.
BIO-RETENTION BASINS	2,295 S.F.
TURF AREA:	0 S.F.
TOTAL LANDSCAPE AREA:	22,403 S.F.

COMPLIANCE STATEMENT:

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

ROBERT A. GARCIA 8-8-2023
ROBERT A. GARCIA DATE

COMPLIANCE STATEMENT:

I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND SUBMIT A COMPLIETE LANDSCAPE DOCUMENTATION PACKAGE.

ROBERT A. GARCIA 8-8-2023
ROBERT A. GARCIA DATE

APPLICANT STATEMENT:

AFTER INSTALLATION OF LANDSCAPING ON PROPERTY, I AGREE TO HAVE AN IRRIGATION AUDIT, LANDSCAPE AUDIT, IRRIGATION SCHEDULE, AND MAINTENANCE SCHEDULE CONDUCTED BY A CERTIFIED IRRIGATION AUDITOR AND SUBMIT IT TO THE CITY FOR FINAL PROJECT SIGN OFF.

APPLICANT SIGNAGUTRE 8-8-2023
APPLICANT SIGNAGUTRE DATE

GRAPHIC SCALE

16 0 8 16 32 64

(IN FEET)
1 inch = 16 ft.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

hourian associates, inc.
landscape architecture + design
san clemente | santa barbara, california
o: 949.489.5623 f: 858.810.0335

ROBERT A. GARCIA
LANDSCAPE ARCHITECT
#5034
Expires
10/1/24
Renewal Date
8/8/2023
Date
STATE OF CALIFORNIA

CHICK-FIL-A

COCHRANE ROAD AND SUTTER BLVD.
MORGAN HILL, CALIFORNIA 95037

FSR #05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 21.11
PRINTED FOR: REVIEW

PROJECT STATUS

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

PERMIT

CONSULTANT PROJECT #
DATE 8-8-2023
DRAWN BY NH/mdm

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SHEET
PLANTING PLAN

SHEET NUMBER
L1.0

WATER CONSERVATION STATEMENT

WATER CONSERVATION IS ACHIEVED IN THIS LANDSCAPE CONSTRUCTION DOCUMENT AS DESCRIBED BELOW;

1. ALL PLANT MATERIALS SELECTED FOR THIS SITE ARE APPROPRIATE FOR THE GEOGRAPHICAL LOCATION AND LOCAL CLIMATE, AND THEIR ADAPTABILITY TO DROUGHT. DATA FROM WUCOLS III HAS BEEN USED FOR DETERMINING THE SPECIES' PLANT FACTOR FOR THE WATER USE CALCULATIONS.
2. PLANTS WITH SIMILAR WATER USE REQUIREMENTS ARE GROUPED TOGETHER.
3. THE MAJORITY OF LANDSCAPE AREAS ARE PLANTED WITH LOW WATER USE PLANTS, WITH THE BALANCE IN MODERATE WATER USE PLANTS. NO HIGH WATER USE PLANTS ARE USED.
4. IRRIGATION SECTIONS: HYDROZONES ARE SEPARATED BY CONSIDERING PLANT SPECIES FACTOR, PLANT DENSITY AND MICROCLIMATE. IF LOW WATER USE PLANTS ARE MIXED WITH MODERATE WATER USE PLANTS IN THE SAME HYDROZONE, THE MODERATE WATER USE FACTOR IS USED FOR WATER USE CALCULATIONS. SEE HYDROZONE EXHIBIT.
5. THE IRRIGATION SYSTEM UTILIZES A LOW-VOLUME DISTRIBUTION SYSTEM WITH A MASTER VALVE, FLOW SENSOR, CHECK VALVES, ET BASED AUTOMATIC CONTROLLERS WITH CYCLE PLUS SOAK AND WATER BUDGETING CAPABILITY, WEATHER STATION, AND RAIN SHUT-OFF.
6. EXISTING TURF ON THIS PARCEL WILL BE REMOVED AND REPLACED WITH LOW/~~MODERATE~~ WATER USING PLANTS.
7. ALL TREE, SHRUB AND GROUNDCOVER AREAS WILL BE DRESSED WITH A 3" LAYER OF MULCH FOR MOISTURE RETENTION AND TO DISCOURAGE WEEDS.
8. THERE ARE NO SPECIAL LANDSCAPE AREAS IN THIS PROJECT.
9. WATERING TIMES MUST BE AFTER 7:00PM AND BEFORE 9:00AM.

remove

MAINTENANCE MANUAL

THIS MANUAL TO BE KEPT AT THE CONTROLLER LOCATION AT ALL TIMES.

IRRIGATION SYSTEMS:

1. AUTOMATIC CONTROLLER TO BE CHECKED MONTHLY BY LANDSCAPE MAINTENANCE FOREMAN AND CHECKED WEEKLY BY MAINTENANCE CREW LEADER, TO PROVIDE OPTIMUM PLANT GROWTH AND WATER CONSERVATION. (IF SMART CONTROLLER IS IN USE, CHECK ELECTRICAL POWER ONLY)
2. LANDSCAPE MAINTENANCE CONTRACTOR TO CHECK ALL SYSTEMS ONCE PER MONTH BY TURNING ON EACH SYSTEM MANUALLY.
3. LANDSCAPE MAINTENANCE CONTRACTOR TO VISUALLY CHECK ALL SYSTEMS EVERY WEEK DURING MAINTENANCE OF LANDSCAPE.
4. ALL IRRIGATION FILTERS AT THE WYE STRAINER (AT THE BACKFLOW DEVICE) AND ALL FILTERS AT THE DRIP IRRIGATION VALVES TO BE CLEANED MONTHLY OR AS NEEDED.
5. CHECK RAIN SHUT OFF DEVICE AT THE BEGINNING OF THE RAINY SEASON AND RE-CALIBRATE AS NEEDED. MAKE SURE DEVICE IS CLEAN, FREE OF ANY DEBRIS, AND IN GOOD WORKING ORDER.
6. BACKFLOW DEVICE TO BE VISUALLY CHECKED ON A MONTHLY BASIS. TEST AND RE-CERTIFY ANNUALLY AS PER ALL CODES AND ORDINANCES.
7. SCHEDULE ALL IRRIGATION VALVES TO RUN ONLY BETWEEN THE HOURS OF 7:00PM AND 9:00AM.
8. ON A MONTHLY BASIS, FLUSH ALL DRIP SYSTEM LINES AND CHECK VALVE BOXES TO SEE THAT THEY DRAIN PROPERLY. CLEAN OUT ANY DEBRIS, MUD OR PLANT GROWTH ANNUALLY.
9. TWICE A YEAR CHECK ALL QUICK COUPLERS AND MAKE ALL REPAIRS AS NECESSARY. REPLACE PEA GRAVEL IN VALVE BOXES AS NEEDED.
10. COVER OR PROTECT ALL BACKFLOW DEVICES DURING FREEZING WEATHER.
11. OWNER TO PROVIDE FOR A WATER AUDIT EVERY FIVE YEARS FROM OPENING OF STORE.

3 ZONES:
low shurbs and gc - .3 drip
low trees - .3 bubblers
mod ex trees - .4 bubblers for the existing sycamores that are remaining

Appendix B – Sample Water Efficient Landscape Worksheet.

WATER EFFICIENT LANDSCAPE WORKSHEET

This worksheet is filled out by the project applicant and it is a required element of the Landscape Documentation Package.

Reference Evapotranspiration (ETo) 49.5 COMMERCIAL ETAF 0.45

Hydrozone # /Planting Description[a]	Plant Factor (PF)	Irrigation Method[b]	Irrigation Efficiency (IE)[c]	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Area	Estimated Total Water Use (ETWU)[d]
Regular Landscape Areas							
LOW/MOD	0.30	DRIP	0.81	0.37	21,907	8,113.7	249,009
MOD TREES	0.40	BUBBLER	0.75	0.53	496	264.5	8,119
				Totals	(A)	(B)	
Special Landscape Areas					22,403	8,378.2	
				1	0	0	
				1			
				1	22,403	8,378.2	
				Totals	(C)	(D)	
						ETWU Total	257,128
						Maximum Allowed Water Allowance (MAWA)[e]	309,397

[a] *Hydrozone #/Planting Description* E.g. 1.) front lawn 2.) low water use plantings 3.) medium water use planting

[b] *Irrigation Method* overhead spray or drip

[c] *Irrigation Efficiency* 0.75 for spray head 0.81 for drip

[d] *ETWU (Annual Gallons Required) = Eto x 0.62 x ETAF x Area* where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year.

[e] *MAWA (Annual Gallons Allowed) = (Eto) (.62) ((ETAF x LA) + ((1-ETAF) x SLA))* where 0.62 is a conversion factor that converts acre-inches per acre per year to gallons per square foot per year, LA is the total landscape area in square feet, SLA is the total special landscape area in square feet, and ETAF is .55 for residential areas and 0.45 for non-residential areas.

MAWA = (49.5) (0.45) (22,403) (0.62) = 309,397

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B)	8,378.2
Total Area	(A)	22,403
Average ETAF	**B ÷ A**	0.374

Average ETAF for Regular Landscape Areas must be 0.55 or below for residential areas, and 0.45 or below for non-residential areas.

All Landscape Areas

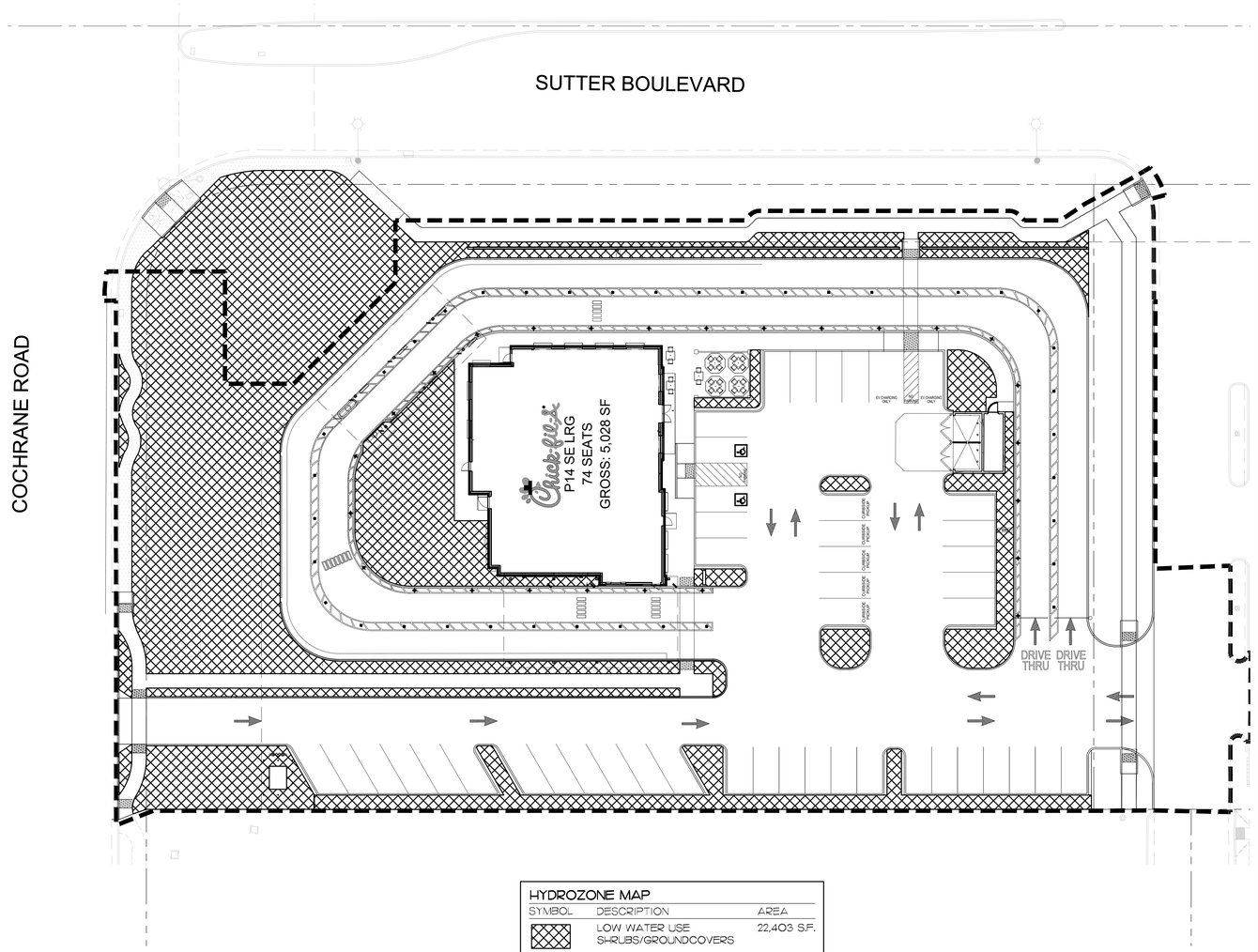
Total ETAF x Area	(B+D)	8,378.2
Total Area	(A+C)	22,403
Sitewide ETAF	**(B+D) ÷ (A+C)**	0.374

UNDERGROUND SERVICE ALERT

CALL: TOLL FREE 1-800 227-2600

TWO WORKING DAYS BEFORE YOU DIG

"CAUTION": REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.



HYDROZONE MAP

SYMBOL	DESCRIPTION	AREA
	LOW WATER USE SHRUBS/GROUNDCOVERS	22,403 S.F.
	TOTAL LANDSCAPE	22,403 S.F.

1 HYDROZONE MAP

1" = 20'-0"

IRRIGATION SCHEDULE - INITIAL-ESTABLISHMENT PERIOD

TIMING CHART					MINUTES OF OPERATION PER CYCLE											
STATION	VALVE SIZE	GPM	HYDRO-ZONE	NO. OF DAYS	CYCLES/ DAY	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.
A-1	1"	14.0	BUBBLER	6	2	1	1	1	2	2	2	2	2	2	1	1	1
A-2	1"	11.0	BUBBLER	6	2	1	1	1	2	2	2	2	2	2	1	1	1
A-3	1"	19.5	DRIP	6	2	10	13	15	16	18	20	24	24	20	16	14	12
A-4	1"	13.7	DRIP	6	2	10	13	15	16	18	20	24	24	20	16	14	12
A-5	1"	12.4	DRIP	6	2	10	13	15	16	18	20	24	24	20	16	14	12
A-6	1"	18.6	DRIP	6	2	10	13	15	16	18	20	24	24	20	16	14	12
A-7	1"	19.8	DRIP	6	2	10	13	15	16	18	20	24	24	20	16	14	12
A-8	1"	22.1	DRIP	6	2	10	13	15	16	18	20	24	24	20	16	14	12
A-9	1"	11.0	BUBBLER	6	2	1	1	1	2	2	2	2	2	2	1	1	1
A-10	1"	22.1	DRIP	6	2	10	13	15	16	18	20	24	24	20	16	14	12
A-11	1"	10.8	DRIP	6	2	10	13	15	16	18	20	24	24	20	16	14	12

IRRIGATION SCHEDULE - POST-ESTABLISHMENT PERIOD

TIMING CHART					MINUTES OF OPERATION PER CYCLE											
STATION	VALVE SIZE	GPM	HYDRO-ZONE	NO. OF DAYS	CYCLES/ DAY	JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.
A-1	1"	14.0	BUBBLER	5	1	1	1	1	2	2	2	2	2	2	1	1	1
A-2	1"	11.0	BUBBLER	5	1	1	1	1	2	2	2	2	2	2	1	1	1
A-3	1"	19.5	DRIP	5	1	10	13	15	16	18	20	24	24	20	16	14	12
A-4	1"	13.7	DRIP	5	1	10	13	15	16	18	20	24	24	20	16	14	12
A-5	1"	12.4	DRIP	5	1	10	13	15	16	18	20	24	24	20	16	14	12
A-6	1"	18.6	DRIP	5	1	10	13	15	16	18	20	24	24	20	16	14	12
A-7	1"	19.8	DRIP	5	1	10	13	15	16	18	20	24	24	20	16	14	12
A-8	1"	22.1	DRIP	5	1	10	13	15	16	18	20	24	24	20	16	14	12
A-9	1"	11.0	BUBBLER	5	1	1	1	1	2	2	2	2	2	2	1	1	1
A-10	1"	22.1	DRIP	5	1	10	13	15	16	18	20	24	24	20	16	14	12
A-11	1"	10.8	DRIP	5	1	10	13	15	16	18	20	24	24	20	16	14	12

IRRIGATION SCHEDULES ARE A GUIDELINE ONLY AND DO NOT PROVIDE FOR CHANGING WEATHER CONDITIONS, ETC. CONTRACTOR MAY NEED TO MAKE SLIGHT ADJUSTMENTS IN THE FIELD TO MAINTAIN COVERAGE AND MOISTURE CONTENT IN THE SOIL FOR PROPER AND REQUIRED PLANT GROWTH.

COMPLIANCE STATEMENT:

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

ROBERT A. GARCIA — 8-8-2023 DATE

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

hourian associates, inc.
landscape architecture + design
san clemente | santa barbara, california
o: 949.489.5623 f: 858.810.0335

REGISTERED LANDSCAPE ARCHITECT EXHIBIT A ONLY ROBERT A. GARCIA #5034 Expiration Date 8/6/2023 Date STATE OF CALIFORNIA

CHICK-FIL-A

COCHRANE ROAD AND SUTTER BLVD.
MORGAN HILL, CALIFORNIA 95037

FSR #05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 21.11
PRINTED FOR: REVIEW

PROJECT STATUS

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

PERMIT

CONSULTANT PROJECT #
DATE 8-8-2023
DRAWN BY NH/mdm

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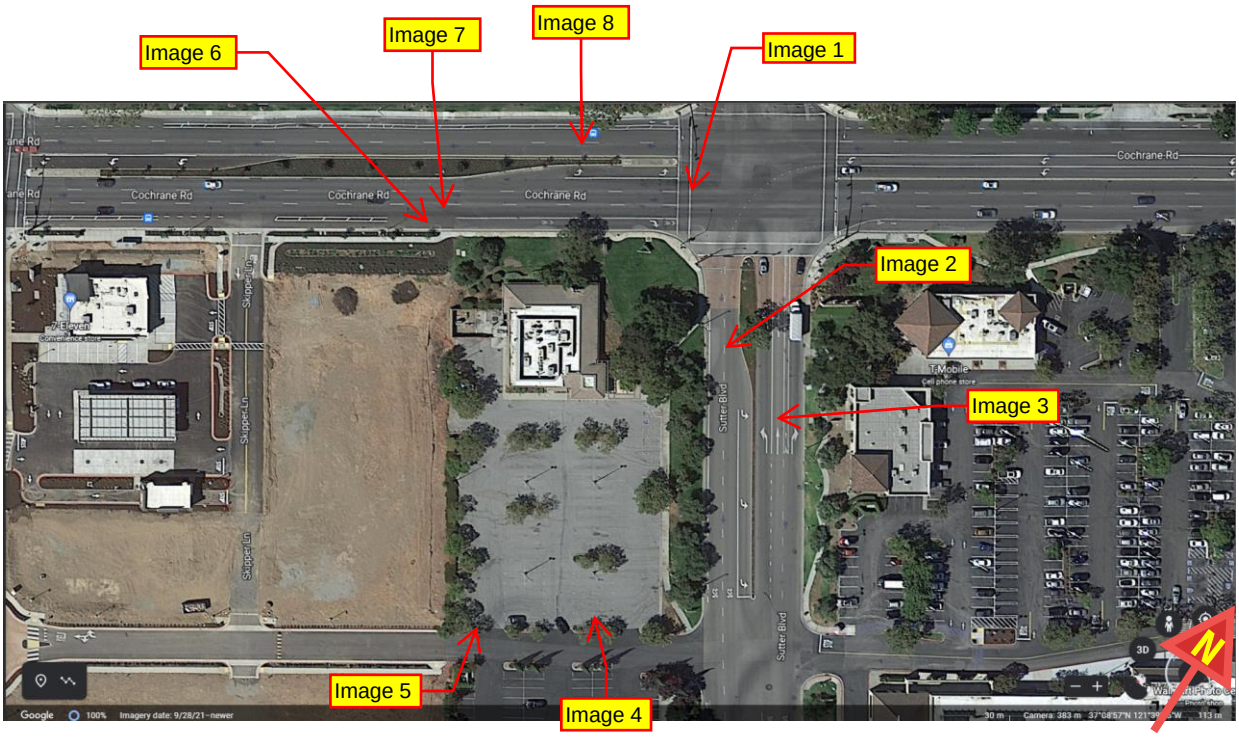
SHEET
WATER CONSERVATION PLAN

SHEET NUMBER
L2.1



Aerial Image with Photo Index

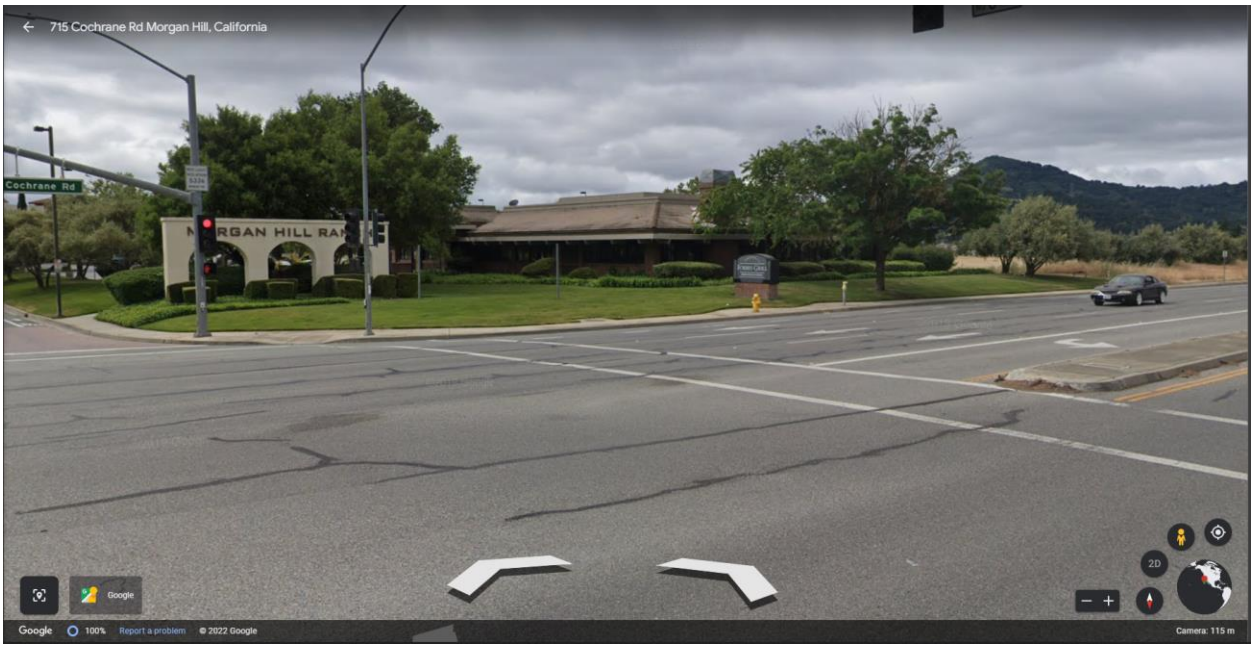


Image 1: Looking due south from the intersection of Cochrane Rd and Sutter Blvd.

Image 2: Looking West (slightly northwest) from standing in Sutter Blvd.

Image 3: Eastern property line from NB Sutter Blvd

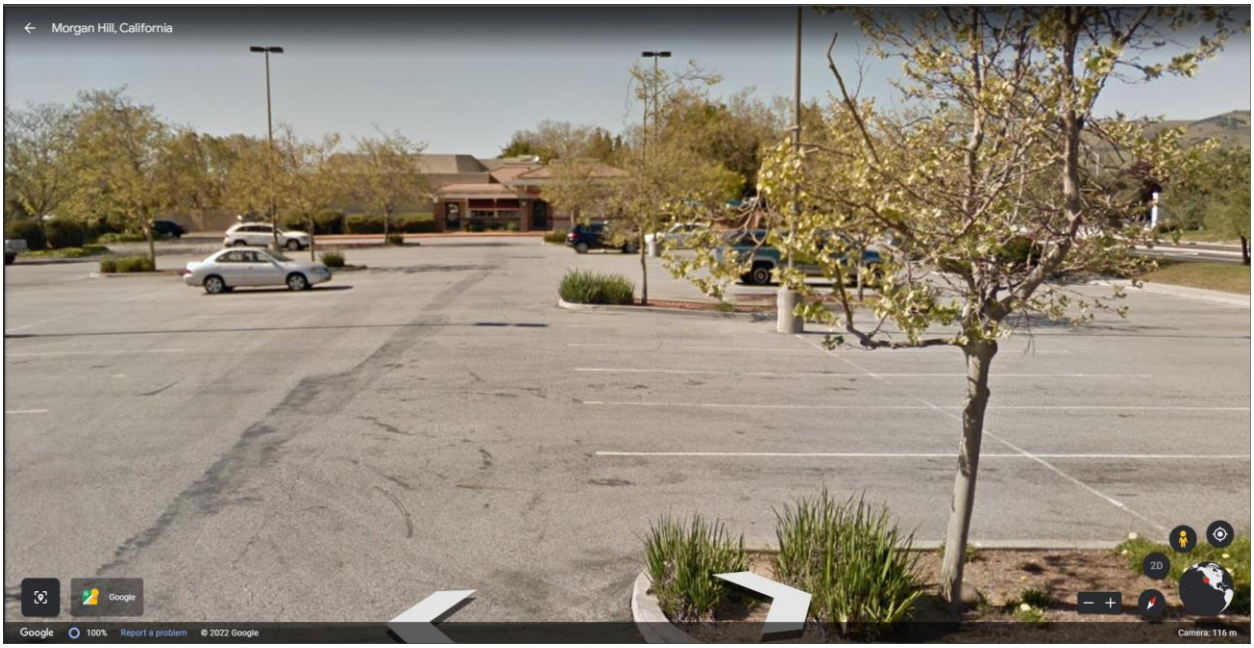


Image 4: Looking Northwest at the entrance to the parking lot from the drive access off Sutter Blvd.

Image 5: Looking down the western property line.

Image 6: Looking south from Cochrane Rd Eastbound.

Image 7: Looking at the western property line from Cochrane Rd.

Image 8: View looking south from the bus stop on Cochrane Rd West bound

CIVIL ENTITLEMENT PLANS

FOR

Chick-fil-A

18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037

VICINITY MAP
N.T.S.

NORTH

SHEET LIST TABLE	
Sheet Number	Sheet Title
C1.0	COVER SHEET
C1.1	PRELIMINARY DEMOLITION PLAN
C2.0	CONTEXTUAL PLAN
C2.1	PRELIMINARY SITE PLAN
C3.0	PRELIMINARY UTILITY PLAN
C4.0	PRELIMINARY GRADING AND DRAINAGE PLAN
C4.1	PRELIMINARY GRADING AND DRAINAGE PLAN
C4.2	TYPICAL CROSS SECTIONS
C4.3	TYPICAL CROSS SECTIONS
C5.0	PRELIMINARY STORMWATER CONTROL PLAN
C6.0	PRELIMINARY LIGHTING PLAN
C7.0	PRELIMINARY FIRE TRUCK TURN – OPTION 1
C7.1	PRELIMINARY FIRE TRUCK TURN – OPTION 2
C7.2	PRELIMINARY DELIVERY TRUCK TURN
C7.3	PRELIMINARY TRASH TRUCK TURN

PROJECT TEAM

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SEWER
CITY OF MORGAN HILL
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(408) 779–7221

ELECTRICITY
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356 E ALISAL ST
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WASTE MANAGEMENT
RECOLOGY SOUTH VALLEY ORGANICS
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GILROY, CA 95020
(408) 842–3358

GAS
PACIFIC GAS & ELECTRIC CO (PG&E)
356 E ALISAL ST
SALINAS, CA 93901
(408) 282–7238

BENCHMARK

COUNTY OF SANTA CLARA VALLEY WATER DISTRICT BENCHMARK ID "BM–089"
ELEVATION: 381.37 FEET [DATUM: NAVD 88/EPOCH 2020.33]
DESCRIPTION: BRASS DISK ON TOP AND BACK OF SIDEWALK; AT THE NORTHEAST CORNER OF BRIDGE AT COCHRANE ROAD AND HIGHWAY 101. CITY OF MORGAN HILL.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON STATIC GPS TIES TO TWO CONTINUOUS GPS STATIONS (CPGS) REFERRED TO AS "P217" AND "P215", BEING NORTH 58°58'44" EAST BASED ON POSITIONS PUBLISHED IN THE CALIFORNIA SPATIAL REFERENCE CENTER.

CGPS STATION "P217"
NORTHING: 1,862,583.652
EASTING: 6,226,119.795

CGPS STATION "P215"
NORTHING: 1,842,722.999
EASTING: 6,193,093.610

DATUM STATEMENT
THE COORDINATES SHOWN HEREON ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE III, RELATIVE TO THE NORTH AMERICAN DATUM OF 1983 (2017.50 EPOCH GPS ADJUSTMENT)

ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID, MULTIPLY GROUND DISTANCE BY A COMBINED FACTOR OF 0.99997139

SITE INFORMATION

SITE ADDRESS: 18599 SUTTER BLVD
MORGAN HILL, CA 95037

APN: 726–32–002
TOTAL GROSS PROJECT AREA: 71,056 SF
EXISTING BUILDING AREA: 6,900 SF (9.7% LOT COVERAGE)
PROPOSED BUILDING AREA: 5,028 SF (7.1% LOT COVERAGE)
FAR: 0.071
ZONING CLASSIFICATION: GENERAL COMMERCIAL (CG)
PLANNED UNIT DEVELOPMENT (PUD)

PRELIMINARY ESTIMATED EARTHWORK QUANTITIES

CUT: 943 CY

FILL: 1,138 CY

IMPORT: 195 CY

NOTE: THE ABOVE QUANTITIES ARE APPROXIMATE IN PLACE VOLUMES CALCULATED FROM THE EXISTING GROUND TO THE PROPOSED FINISHED GRADE. EXISTING GROUND IS DEFINED BY THE CONTOURS AND SPOT GRADES ON THE BASE SURVEY. PROPOSED FINISHED GRADE IS DEFINED AS THE FINAL GRADE AS INDICATED ON THE GRADING PLAN(S).

THE EARTHWORK QUANTITIES ABOVE ARE FOR PERMIT PURPOSES ONLY. THEY HAVE NOT BEEN FACTORED TO ACCOUNT FOR CHANGES IN VOLUME DUE TO BULKING, CLEARING AND GRUBBING, SHRINKAGE, OVER–EXCAVATION AND RE–COMPACTION, AND CONSTRUCTION METHODS. NOR DO THEY ACCOUNT FOR THE THICKNESS OF PAVEMENT SECTIONS, FOOTINGS, SLABS, REUSE OF PULVERIZED MATERIALS THAT WILL UNDERLIE NEW PAVEMENTS, ETC. THE CONTRACTOR SHALL RELY ON THEIR OWN EARTHWORK ESTIMATES FOR BIDDING PURPOSES.

FEMA FIRM FLOOD ZONE INFORMATION

ZONE: X

DEFINITION: ZONE X: 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
MAP NUMBER: 06085C0443H
COMMUNITY: CITY OF MORGAN HILL
NUMBER: 060346
PANEL: 0443
SUFFIX: H
EFFECTIVE DATE: MAY 18, 2009

LEGEND

- PROPERTY LINE
- CENTER LINE
- EASEMENT LINE
- SETBACK LINE
- APPROXIMATE CIVIL LIMIT OF WORK LINE
- XXX — PROPOSED CONTOUR
- XXX — EXISTING CONTOUR
- PROPOSED ROOF DRAIN DOWNSPOUT LOCATION
- XXX.XX TC / XXX.XX FS — PROPOSED SPOT GRADE
- (XXX.XX TC) / (XXX.XX FS) — EXISTING SPOT GRADE
- X.X% — PROPOSED FLOW (DIRECTION AND SLOPE)
- LANDSCAPE
- STANDARD DUTY CONCRETE SIDEWALK
- HEAVY DUTY CONCRETE PAVEMENT
- BIORETENTION

ABBREVIATIONS

AB	– AGGREGATE BASE	HP	– HIGH POINT
AC	– ASPHALT CONCRETE	INV	– INVERT
AHJ	– AUTHORITY HAVING JURISDICTION	IRR	– IRRIGATION WATER
BC	– BACK OF CURB	JS	– JUNCTION STRUCTURE
BS	– BOTTOM OF STAIR	LP	– LOW POINT
BLDG	– BUILDING	MH	– MANHOLE
BW	– BACK OF WALK	N	– NORTH
CAB	– COMPACTED AGGREGATE BASE	PCC	– PORTLAND CEMENT CONCRETE
CB	– CATCH BASIN	P/L	– PROPERTY LINE
CF	– CURB FACE	PUE	– PUBLIC UTILITY EASEMENT
C/L	– CENTERLINE	PVC	– POLYVINYL CHLORIDE
CO	– CLEANOUT	R	– RIDGE OR RADIUS
CONC.	– CONCRETE	RD	– ROOF DRAIN
CONST.	– CONSTRUCT, CONSTRUCTION	RW	– RECLAIMED WATER
CSG	– COMPACTED SUBGRADE	R/W	– RIGHT–OF–WAY
DF	– DEEPENED FOOTING	S	– SEWER OR SOUTH
DI	– DRAIN INLET	SD	– STORM DRAIN
DW	– DOMESTIC WATER	STA	– STATION
E	– EAST	SS	– SANITARY SEWER
EG	– EDGE OF GUTTER	SSMH	– SANITARY SEWER MANHOLE
ELEC	– ELECTRIC	SPPWC	– STANDARD PLANS FOR PUBLIC WORKS CONSTRUCTION
ESMT	– EASEMENT		
EP	– EDGE OF PAVEMENT	SW	– SIDE WALK
FF	– FINISHED FLOOR	T	– TELEPHONE
FG	– FINISHED GRADE	TC	– TOP OF CURB
FL	– FLOW LINE	TS	– TOP OF STAIR
FS	– FINISHED SURFACE	VIF	– VERIFY IN FIELD
FW	– FIRE WATER	W	– WATER OR WEST
G	– GAS	XXX.XX	– PROPOSED ELEVATION
GB	– GRADE BREAK	(XXX.XX)	– EXISTING ELEVATION

DISCLAIMER TO CONTRACTOR FOR PRELIMINARY INFORMATION

THIS INFORMATION IS PROVIDED TO YOU AT THE REQUEST OF OUR CLIENT AND IS SOLELY FOR YOUR INFORMATION AND CONVENIENCE. THESE PLANS ARE PRELIMINARY ONLY AND SUBJECT TO SIGNIFICANT REVISION BEFORE CONSTRUCTION PLANS ARE ISSUED. NEITHER KIMLEY–HORN NOR KIMLEY–HORN'S CLIENT WILL BE RESPONSIBLE FOR ANY LOSSES OR COSTS ASSOCIATED WITH RELIANCE ON THIS PRELIMINARY INFORMATION OR CHANGES IN THE INFORMATION PRIOR TO FINAL DESIGN.

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30349-2998

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WWW.KIMLEY–HORN.COM

NOT FOR CONSTRUCTION

KHA PROJECT 097672127
DATE 06/09/2023
SCALE AS SHOWN
DESIGNED BY SAL
DRAWN BY CKC
CHECKED BY JAK

No.	REVISIONS	DATE	BY

CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037
APN: 726-32-002

COVER SHEET

SHEET NUMBER
C1.0

A:\BAY_LDEV\Chick-Fil-A\097672127 – CFA #0180 – Cochrane & Sutter Blvd (Morgan Hill)\CAD\Exhibits\Entitlements\C1.0 COVER SHEET.dwg
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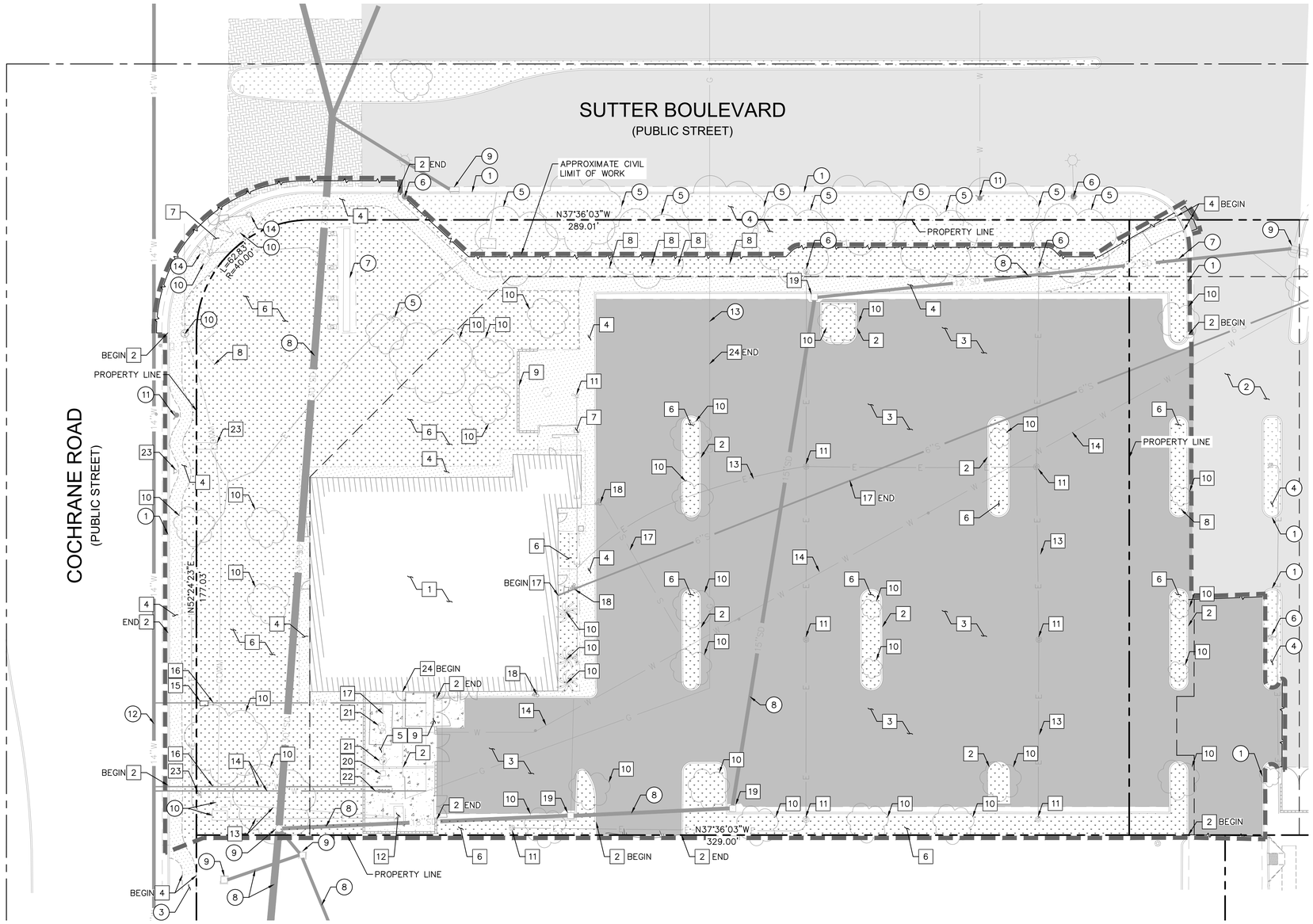

LEGEND

- PROPERTY LINE
- APPROXIMATE CIVIL LIMIT OF WORK LINE
- EASEMENT OR SETBACK LINE
- SAWCUT LINE
- CENTERLINE
- EXISTING ASPHALT CONCRETE TO REMAIN
- EXISTING LANDSCAPE AREA TO REMAIN
- EXISTING ASPHALT CONCRETE TO BE DEMOLISHED AND REMOVED
- EXISTING STANDARD DUTY CONCRETE SIDEWALK TO BE DEMOLISHED AND REMOVED
- EXISTING HEAVY DUTY CONCRETE TO BE DEMOLISHED AND REMOVED
- EXISTING LANDSCAPE AREA TO BE DEMOLISHED AND REMOVED

DEMOLITION NOTES

1. DEMOLISH AND REMOVE EXISTING BUILDING INCLUDING ANY CANOPIES AND CANOPY COLUMNS.
2. DEMOLISH AND REMOVE EXISTING CURB/CURB AND GUTTER.
3. DEMOLISH AND REMOVE EXISTING ASPHALT PAVEMENT.
4. DEMOLISH AND REMOVE EXISTING STANDARD DUTY CONCRETE SIDEWALK.
5. DEMOLISH AND REMOVE EXISTING HEAVY DUTY CONCRETE PAD.
6. GRUB AND REMOVE EXISTING LANDSCAPE AND DEMOLISH AND REMOVE ALL IRRIGATION LINES, DRIPS, VALVES, AND ASSOCIATED EQUIPMENT AS NEEDED.
7. DEMOLISH AND REMOVE EXISTING ADA ACCESSIBLE RAMP.
8. DEMOLISH AND REMOVE SIGN AND SIGN BASE.
9. DEMOLISH AND REMOVE EXISTING ENCLOSURE.
10. DEMOLISH AND REMOVE EXISTING TREE.
11. DEMOLISH AND REMOVE EXISTING LIGHT.
12. DEMOLISH AND REMOVE EXISTING TRANSFORMER AND PAD.
13. DEMOLISH AND REMOVE EXISTING ELECTRICAL LINE.
14. DEMOLISH AND REMOVE EXISTING WATER LINE.
15. DEMOLISH AND REMOVE EXISTING WATER METER.
16. DEMOLISH AND REMOVE EXISTING BACKFLOW PREVENTER.
17. DEMOLISH AND REMOVE EXISTING SANITARY SEWER LINE.
18. DEMOLISH AND REMOVE EXISTING SANITARY SEWER CLEANOUT.
19. DEMOLISH AND REMOVE EXISTING STORM DRAIN INLET.
20. DEMOLISH AND REMOVE EXISTING UTILITY VAULT/BOX.
21. DEMOLISH AND REMOVE EXISTING GREASE INTERCEPTOR.
22. DEMOLISH AND REMOVE EXISTING FIRE APPARATUS (BACKFLOW PREVENTER, FDC, PIV).
23. DEMOLISH AND REMOVE EXISTING MONUMENT SIGN.
24. DEMOLISH AND REMOVE EXISTING GAS LINE.

PROTECTION NOTES

1. PROTECT IN PLACE EXISTING CURB/CURB AND GUTTER.
2. PROTECT IN PLACE EXISTING ASPHALT CONCRETE PAVEMENT.
3. PROTECT IN PLACE EXISTING STANDARD DUTY CONCRETE SIDEWALK.
4. PROTECT IN PLACE EXISTING LANDSCAPE.
5. PROTECT IN PLACE EXISTING TREE.
6. PROTECT IN PLACE EXISTING LIGHT.
7. PROTECT IN PLACE EXISTING SIGN.
8. PROTECT IN PLACE EXISTING STORM DRAIN LINE.
9. PROTECT IN PLACE EXISTING STORM DRAIN STRUCTURE (MANHOLE, INLET).
10. PROTECT IN PLACE EXISTING UTILITY VAULT/BOX.
11. PROTECT IN PLACE EXISTING FIRE HYDRANT.
12. PROTECT IN PLACE EXISTING WATER MAIN.
13. PROTECT IN PLACE EXISTING GAS LINE.
14. PROTECT IN PLACE EXISTING STREET LIGHT.

EXISTING UTILITY NOTE

THE EXISTING UTILITIES SHOWN ON THE PLAN ARE BASED ON AVAILABLE RECORDS. THE CONTRACTOR MUST FIELD DETERMINE THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY CONSTRUCTION. REPORT DISCREPANCIES AND POTENTIAL CONFLICTS WITH PROPOSED UTILITIES TO ENGINEER PRIOR TO INSTALLATION OF ANY PIPING.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

Chick-fil-A
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NOT FOR CONSTRUCTION

KHA PROJECT 097672127
DATE 06/09/2023
SCALE AS SHOWN
DESIGNED BY SAL
DRAWN BY CKC
CHECKED BY JAK

No.	REVISIONS	DATE	BY

CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037
APN: 728-32-002

PRELIMINARY
DEMOLITION PLAN

SHEET NUMBER
C1.1

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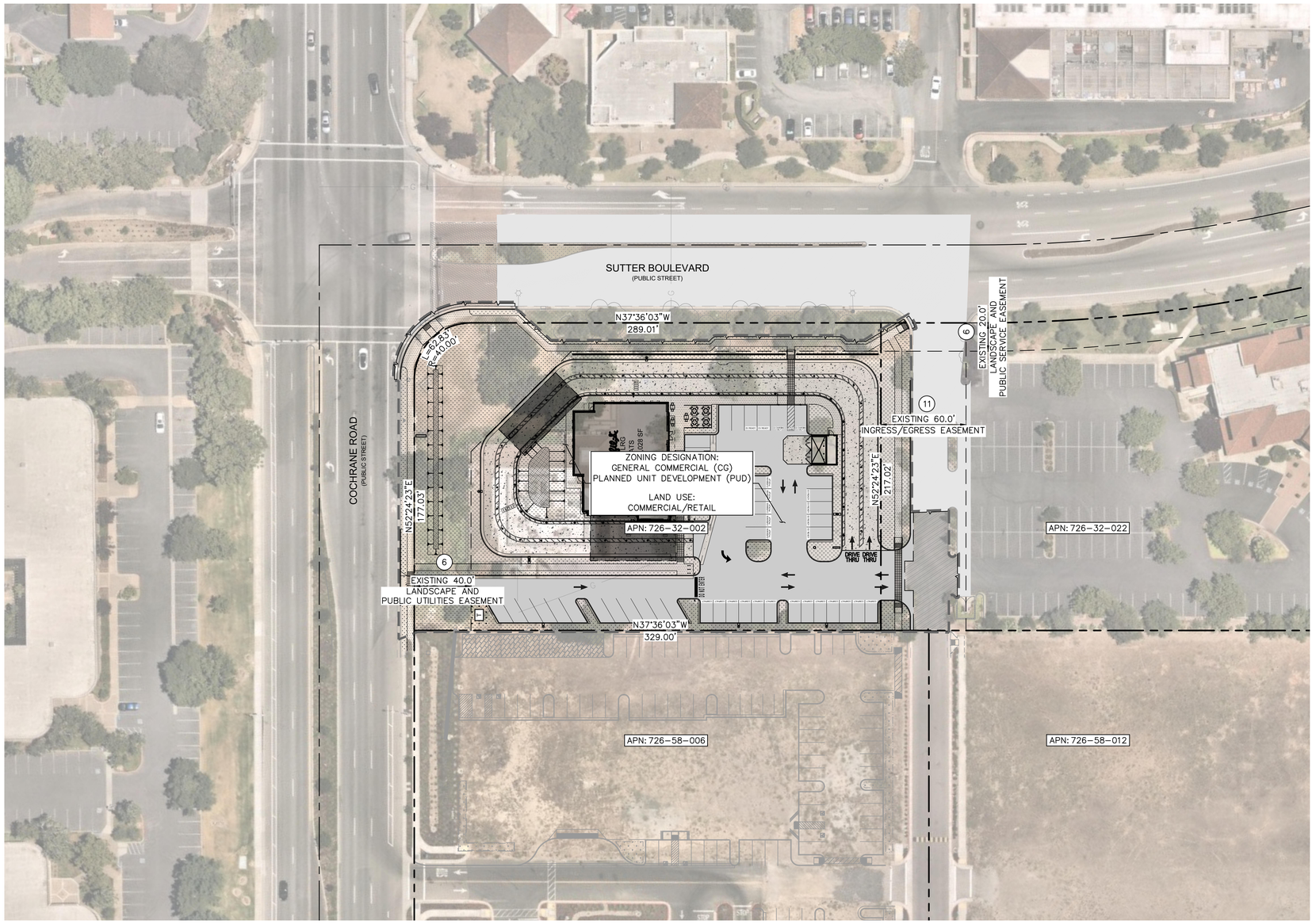

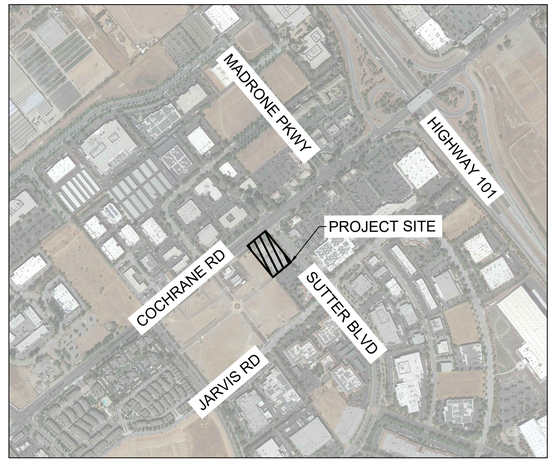

VICINITY MAP
N.T.S.

NORTH

LEGEND

- PROPERTY LINE
- APPROXIMATE CIVIL LIMIT OF WORK LINE
- EASEMENT OR SETBACK LINE
- SAWCUT LINE
- PROPOSED ASPHALT CONCRETE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY CONCRETE
- PROPOSED LANDSCAPE AREA

EASEMENT NOTES

(6.) AN EASEMENT FOR PUBLIC SERVICE AND LANDSCAPE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 24, 1981 AS BOOK G354, PAGE 401 OF OFFICIAL RECORDS.

IN FAVOR OF: CITY OF MORGAN HILL
AFFECTS: AS DESCRIBED WITHIN

(11) AN EASEMENT FOR (i) PARKING, UTILITIES, LANDSCAPE MAINTENANCE, INSTALLATION AND MAINTENANCE OF THE MORGAN HILL BUSINESS PARK MONUMENT SIGN AND FOR ANY OTHER PURPOSES REASONABLY NECESSARY TO EFFECT THE DEVELOPMENT OF COCHRANE PLAZA PHASE II.

(ii)
(iii)

RECORDED JUNE 16, 1989 AS BOOK K988, PAGE 1623 OF OFFICIAL RECORDS.

IN FAVOR OF: PARKLAND PROPERTIES COMPANY, A CALIFORNIA LIMITED PARTNERSHIP
AFFECTS: AS DESCRIBED WITHIN

[SAID EASEMENTS ARE BLANKET; INGRESS/EGRESS EASEMENT IS APPURTENANT TO THE PROPERTY]

NORTH

GRAPHIC SCALE IN FEET
0 20 40 80

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PROFESSIONAL ENGINEER — REGISTERED IN THE STATE OF CALIFORNIA — CIVIL
NOT FOR CONSTRUCTION

KHA PROJECT 097672127
DATE 06/09/2023
SCALE AS SHOWN
DESIGNED BY SAL
DRAWN BY CKC
CHECKED BY JAK

No.	REVISIONS	DATE	BY

CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037
APN: 726-32-002

CONTEXTUAL PLAN

SHEET NUMBER
C2.0

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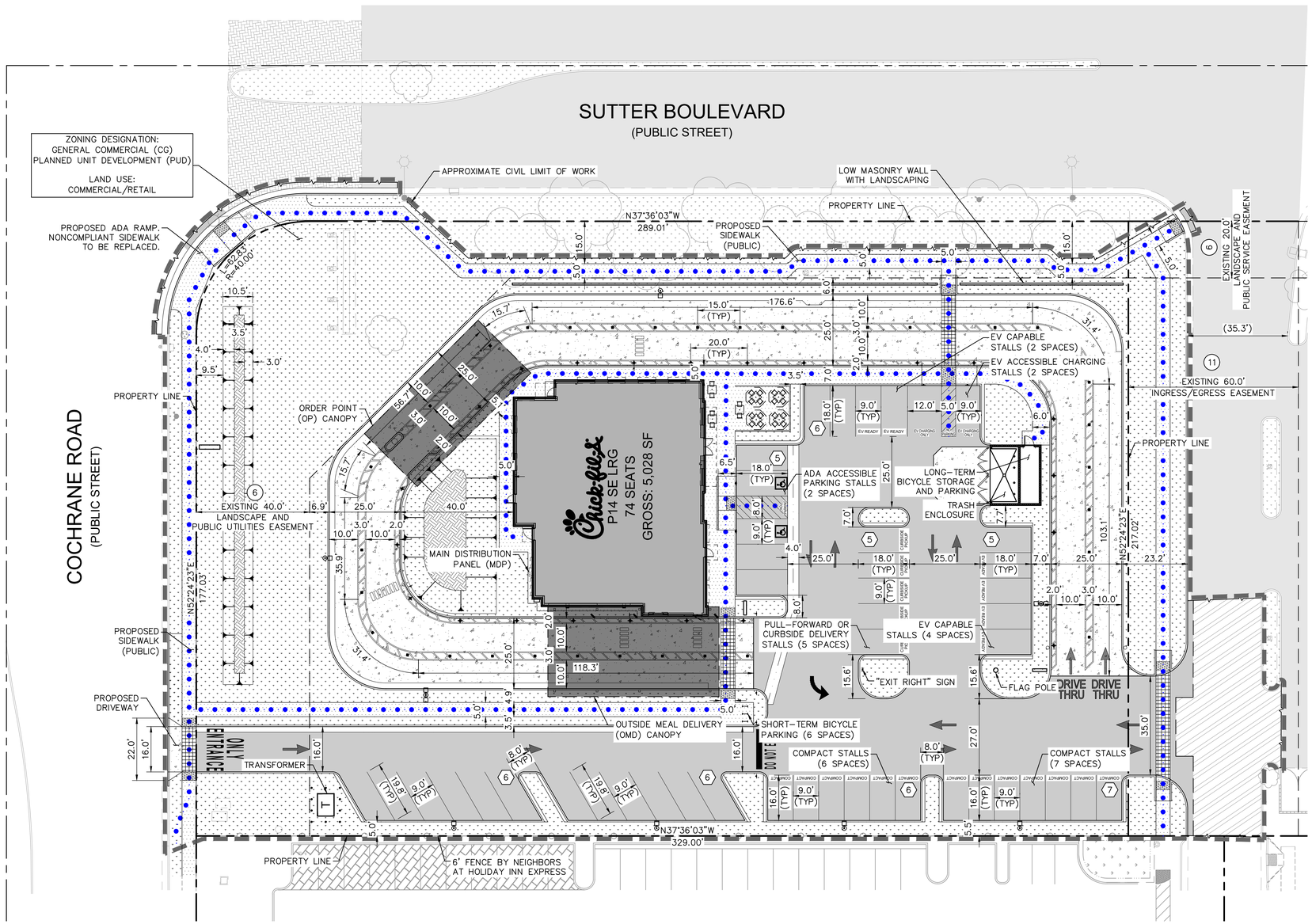

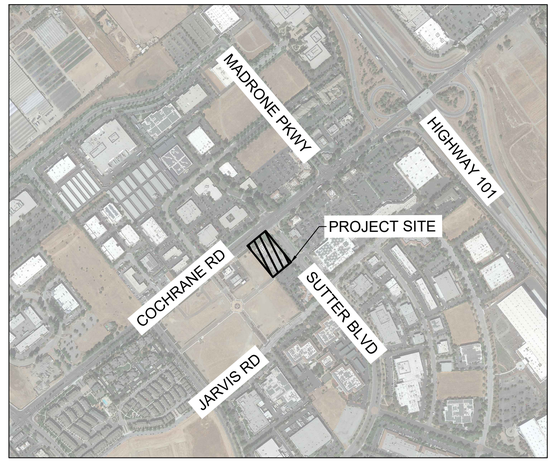

VICINITY MAP
N.T.S.

NORTH

LEGEND

- PROPERTY LINE
- APPROXIMATE CIVIL LIMIT OF WORK LINE
- EASEMENT OR SETBACK LINE
- SAWCUT LINE
- ACCESSIBLE PATH OF TRAVEL. (FOR REFERENCE ONLY, DO NOT PAINT)
- (XX) ROW PARKING COUNT
- PROPOSED ASPHALT CONCRETE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY CONCRETE
- PROPOSED LANDSCAPE AREA
- PROPOSED BIORETENTION
- PROPOSED ASPHALT MILL AND OVERLAY

SITE INFORMATION

SITE ADDRESS:	18599 SUTTER BLVD MORGAN HILL, CA 95037
APN:	726-32-002
TOTAL GROSS PROJECT AREA:	71,056 SF
EXISTING BUILDING AREA:	6,900 SF (9.7% LOT COVERAGE)
PROPOSED BUILDING AREA:	5,028 SF (7.1% LOT COVERAGE)
FAR:	0.071
ZONING CLASSIFICATION:	GENERAL COMMERCIAL (GC) PLANNED UNIT DEVELOPMENT (PUD)

EASEMENT NOTES

(6.) AN EASEMENT FOR PUBLIC SERVICE AND LANDSCAPE AND INCIDENTAL PURPOSES, RECORDED SEPTEMBER 24, 1981 AS BOOK G354, PAGE 401 OF OFFICIAL RECORDS.

IN FAVOR OF: CITY OF MORGAN HILL
AFFECTS: AS DESCRIBED WITHIN

(11.) AN EASEMENT FOR (i) PARKING, UTILITIES, LANDSCAPE MAINTENANCE, INSTALLATION AND MAINTENANCE OF THE MORGAN HILL BUSINESS PARK MONUMENT SIGN AND FOR ANY OTHER PURPOSES REASONABLY NECESSARY TO EFFECT THE DEVELOPMENT OF COCHRANE PLAZA PHASE II.

(ii)
(iii)

RECORDED JUNE 16, 1989 AS BOOK K988, PAGE 1623 OF OFFICIAL RECORDS.

IN FAVOR OF: PARKLAND PROPERTIES COMPANY, A CALIFORNIA LIMITED PARTNERSHIP
AFFECTS: AS DESCRIBED WITHIN

[SAID EASEMENTS ARE BLANKET; INGRESS/EGRESS EASEMENT IS APPURTENANT TO THE PROPERTY]

PARKING REQUIREMENTS

BUILDING AREA (SF)	*REQUIRED PARKING STALLS	TOTAL PROVIDED PARKING STALLS	PROVIDED COMPACT PARKING STALLS (30% MAX)	REQUIRED BICYCLE PARKING	PROVIDED BICYCLE PARKING	**ADA REQUIRED	ADA PROVIDED	***EV CAPABLE STALLS REQUIRED	EV CAPABLE STALLS PROVIDED
5,028 (1,998 SF PUBLIC SPACE; 3,030 SF REMAINING GFA)	46	46	13	5	6	2 (1 VAN)	2 (1 VAN, 1 STD)	8 (2 STALLS INSTALLED UPON OCCUPANCY) (1 VAN, 1 STD)	8 (2 STALLS INSTALLED UPON OCCUPANCY) (1 VAN, 1 STD)

ONE (1) PARKING SPACE PER 60 SF OF PUBLIC SPACE PLUS ONE (1) PARKING SPACE PER 250 SF OF REMAINING GROSS FLOOR AREA (GFA).

**REQUIRED NUMBER OF ADA PARKING SPACES IS CALCULATED PER 2019 CBC AND IS BASED ON THE PROVIDED NUMBER OF TOTAL PARKING SPACES.*

***REQUIRED NUMBER OF EV CAPABLE STALLS AND EVCS WITH EVSE STALLS ARE CALCULATED PER THE 2022 CALGREEN BUILDING CODE AND ARE BASED ON THE PROVIDED QUANTITIES IN THE OVERALL PARKING SUMMARY TABLE.*

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

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NOT FOR CONSTRUCTION

KHA PROJECT 097672127
DATE 08/14/2023
SCALE AS SHOWN
DESIGNED BY SAL
DRAWN BY CKC
CHECKED BY JAK

No.	REVISIONS	DATE	BY

CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037
APN: 726-32-002

PRELIMINARY SITE PLAN

SHEET NUMBER
C2.1

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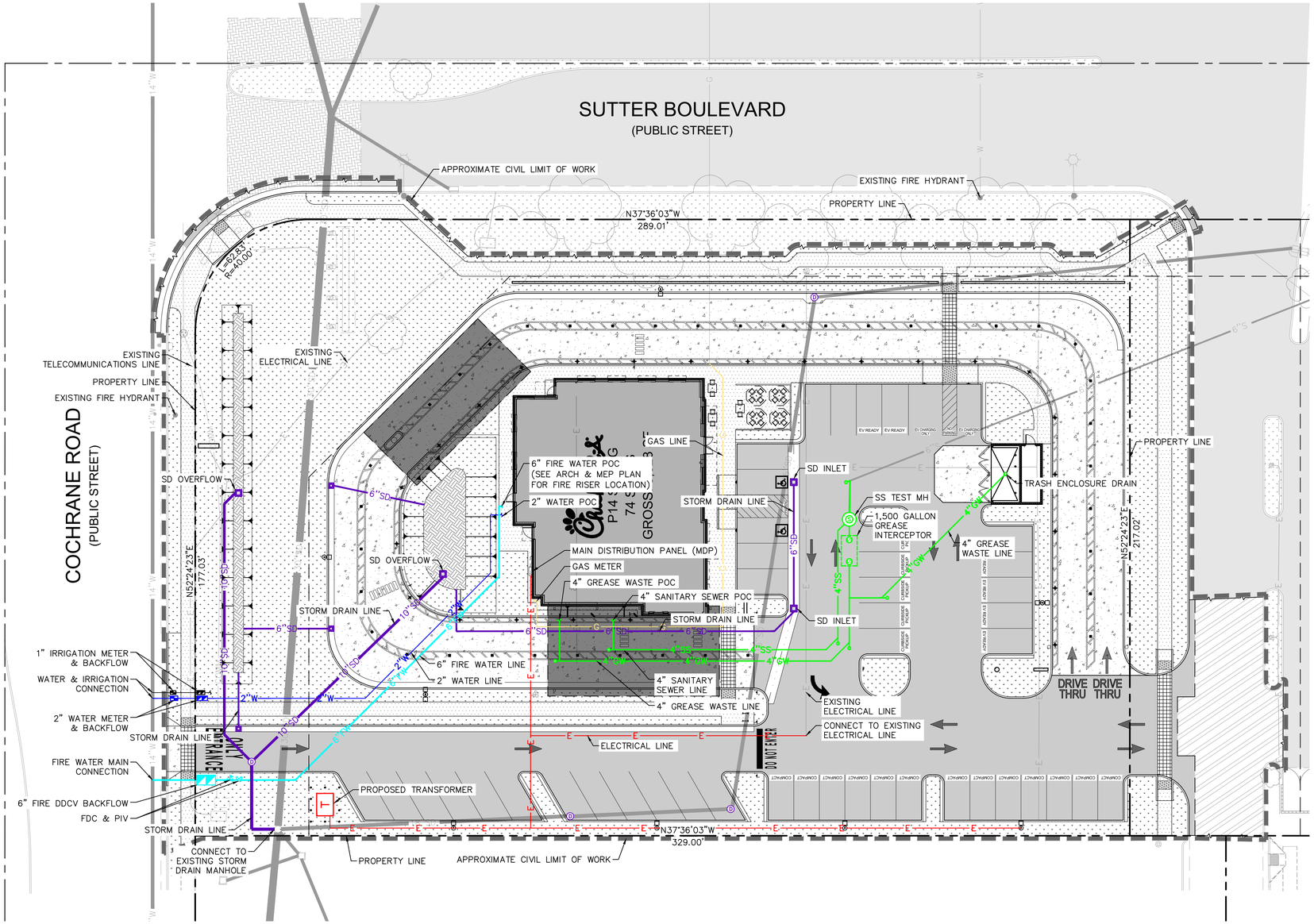

LEGEND

- PROPERTY LINE
- APPROXIMATE CIVIL LIMIT OF WORK LINE
- EASEMENT OR SETBACK LINE
- SAWCUT LINE
- W — EXISTING WATER LINE
- S — EXISTING SANITARY SEWER LINE
- SD — EXISTING STORM DRAIN LINE
- 2"W — PROPOSED 2" WATER LINE
- 6"FW — PROPOSED 6" FIRE WATER LINE
- G — PROPOSED GAS LINE
- E — PROPOSED ELECTRIC LINE
- 4"GW — PROPOSED 4" GREASE WASTE LINE
- 4"SS — PROPOSED 4" SANITARY SEWER LINE
- 6"SS — PROPOSED 6" SANITARY SEWER LINE
- SD — PROPOSED STORM DRAIN LINE
- PROPOSED SANITARY SEWER CLEANOUT
- PROPOSED TRASH ENCLOSURE DRAIN
- PROPOSED STORM DRAIN INLET
- PROPOSED ASPHALT CONCRETE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY CONCRETE
- PROPOSED LANDSCAPE AREA

UTILITY NOTES

1. ALL UTILITY PIPE LENGTHS ARE APPROXIMATE AND SHOWN FOR REFERENCE ONLY. PIPE LENGTHS ARE NOT SHOWN FOR BIDDING OR ESTIMATING PURPOSES.
2. ALL DIMENSIONS ARE SHOWN FROM CENTER OF PIPE TO CENTER OF PIPE UNLESS OTHERWISE NOTED.
3. ALL BACKFLOW PREVENTION DEVICES SHALL BE ADEQUATELY SCREENED TO COMPLY WITH THE CITY OF MORGAN HILL'S PLANNING DEPARTMENT'S SCREENING REQUIREMENTS.

EXISTING UTILITY NOTE

EXISTING UTILITIES ARE SHOWN ON THESE PLANS AS THEY ARE BELIEVED TO EXIST BASED ON AVAILABLE RECORDS BY OTHERS. THE OWNER AND ENGINEER DO NOT ACCEPT RESPONSIBILITY FOR THEIR ACCURACY OR COMPLETENESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE EXISTENCE, LOCATION, DEPTH, AND DIMENSION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE CALLING UNDERGROUND SERVICE ALERT, POTHOLING, AND SURVEYING THE HORIZONTAL AND VERTICAL LOCATIONS OF UTILITIES AT ALL PROPOSED UTILITY CROSSINGS, AREAS OF EXCAVATION, AND WHERE CONSTRUCTION MAY BE AFFECTED BY THE LOCATION OR DEPTH OF THE UTILITY. DISCREPANCIES OR POTENTIAL CONFLICTS WITH PROPOSED IMPROVEMENTS MUST BE REPORTED TO AND RESOLVED BY THE ENGINEER PRIOR TO PROCEEDING WITH CONSTRUCTION.

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

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NOT FOR CONSTRUCTION

KHA PROJECT 096767127
DATE 06/09/2023
SCALE AS SHOWN
DESIGNED BY SAL
DRAWN BY CKC
CHECKED BY JAK

No.	REVISIONS	DATE	BY

CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037
APN: 726-32-002

PRELIMINARY
UTILITY PLAN

SHEET NUMBER
C3.0

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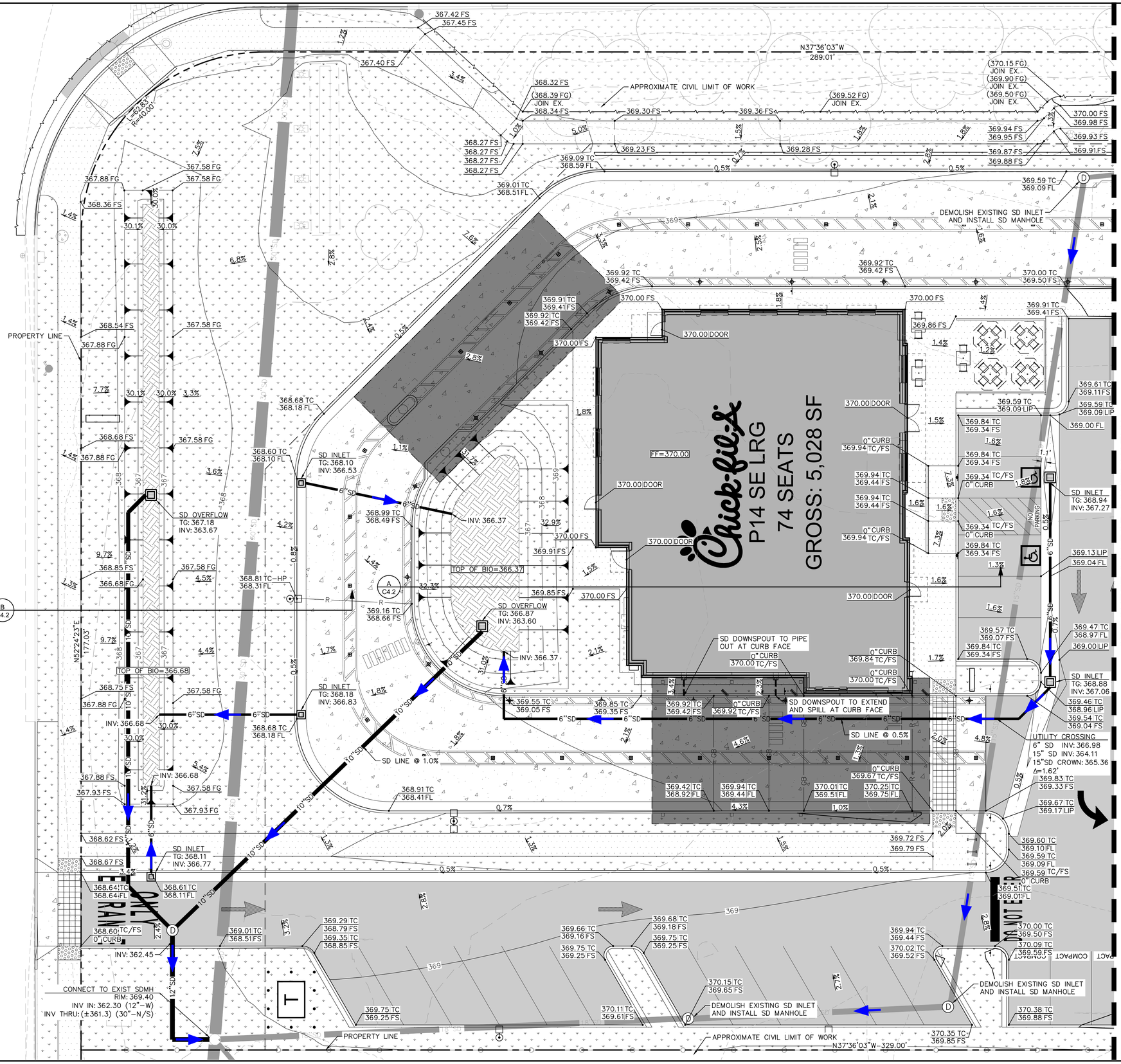

LEGEND

- PROPERTY LINE
- APPROXIMATE CIVIL LIMIT OF WORK LINE
- EASEMENT OR SETBACK LINE
- SAWCUT LINE
- SD — EXISTING STORM DRAIN LINE
- SD — PROPOSED STORM DRAIN LINE
- R — RIDGE LINE
- GB — GRADE BREAK LINE
- 100.00 TC / 99.50 FS — PROPOSED SPOT ELEVATION
- (100.00 TC) / (99.50 FS) — EXISTING SPOT ELEVATION
- PROPOSED ASPHALT CONCRETE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY CONCRETE
- PROPOSED LANDSCAPE AREA
- PROPOSED BIORETENTION
- PROPOSED ASPHALT MILL AND OVERLAY

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No.	REVISIONS	DATE	BY

CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037

APN: 726-32-002

PRELIMINARY GRADING AND DRAINAGE PLAN

SHEET NUMBER
C4.0

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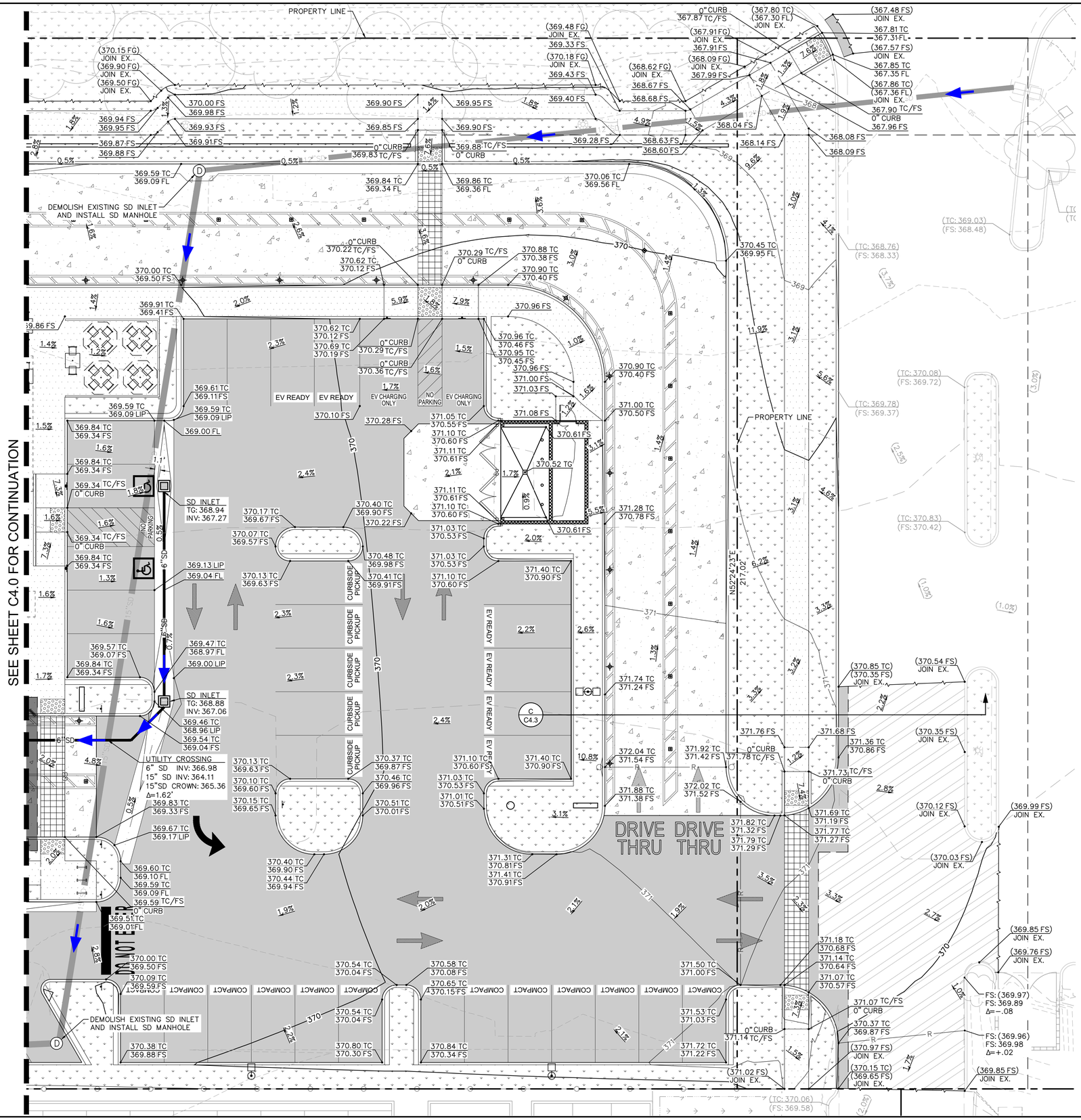

LEGEND

- PROPERTY LINE
- APPROXIMATE CIVIL LIMIT OF WORK LINE
- EASEMENT OR SETBACK LINE
- SAWCUT LINE
- SD — EXISTING STORM DRAIN LINE
- SD — PROPOSED STORM DRAIN LINE
- R — RIDGE LINE
- GB — GRADE BREAK LINE
- 100.00 TC / 99.50 FS — PROPOSED SPOT ELEVATION
- (100.00 TC) / (99.50 FS) — EXISTING SPOT ELEVATION
- PROPOSED ASPHALT CONCRETE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY CONCRETE
- PROPOSED LANDSCAPE AREA
- PROPOSED BIORETENTION
- PROPOSED ASPHALT MILL AND OVERLAY

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WWW.KIMLEY-HORN.COM

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KHA PROJECT	DESIGNED BY	DRAWN BY	CHECKED BY
097672127	SAL	CKC	JAK
DATE			
06/09/2023			
SCALE AS SHOWN			

No.	REVISIONS	DATE	BY

CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037
APN: 726-32-002

PRELIMINARY GRADING AND DRAINAGE PLAN

SHEET NUMBER
C4.1

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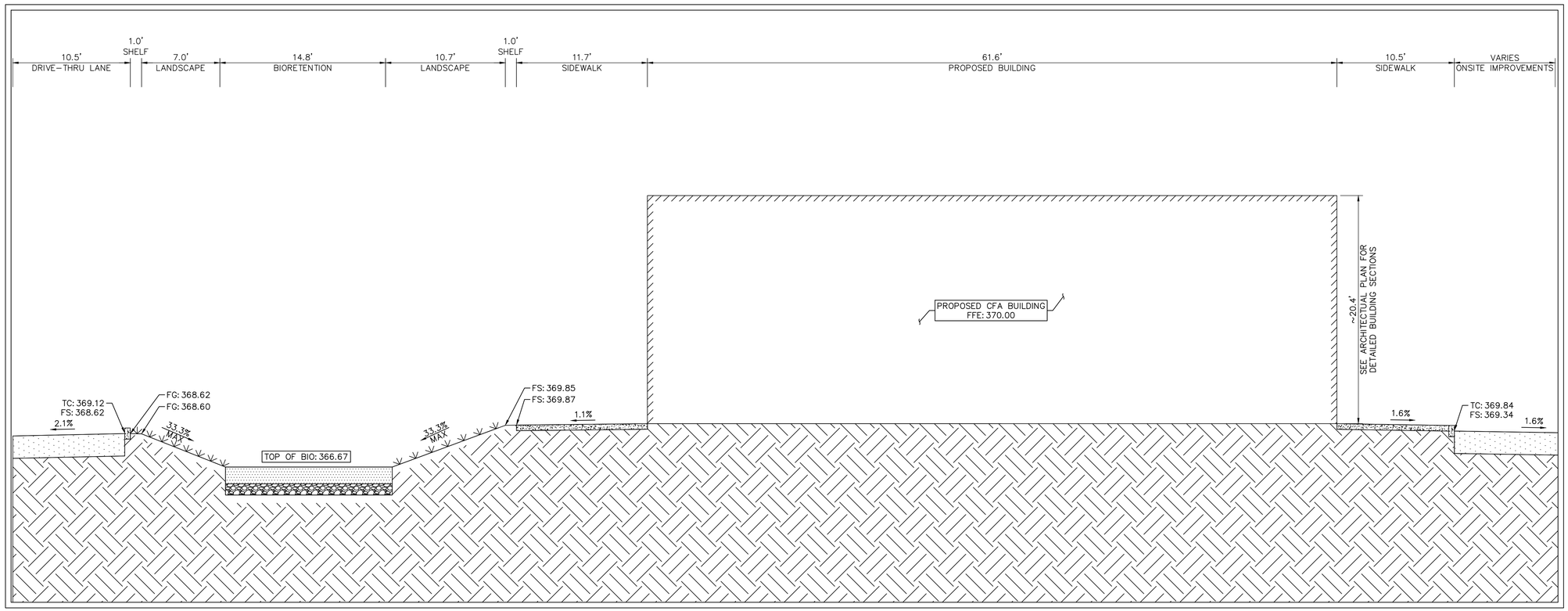
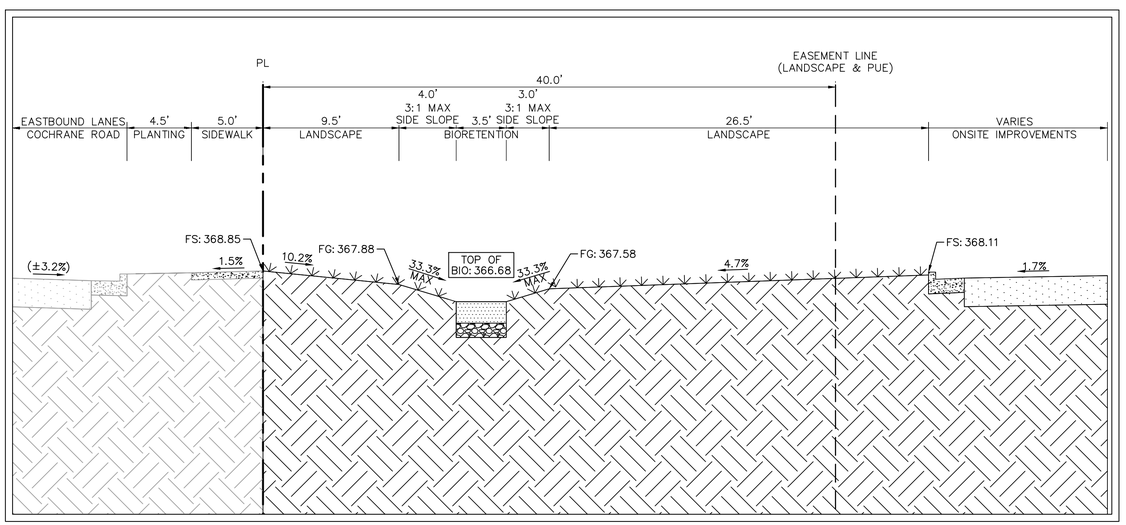


A C4.2 PROPOSED TYPICAL SITE SECTION

HORIZ: 1" = 5'
VERT: 1" = 5'



B C4.2 PROPOSED TYPICAL SIDESLOPED BIORETENTION SECTION

HORIZ: 1" = 5'
VERT: 1" = 5'

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CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037
APN: 726-32-002

TYPICAL CROSS SECTIONS

SHEET NUMBER
C4.2

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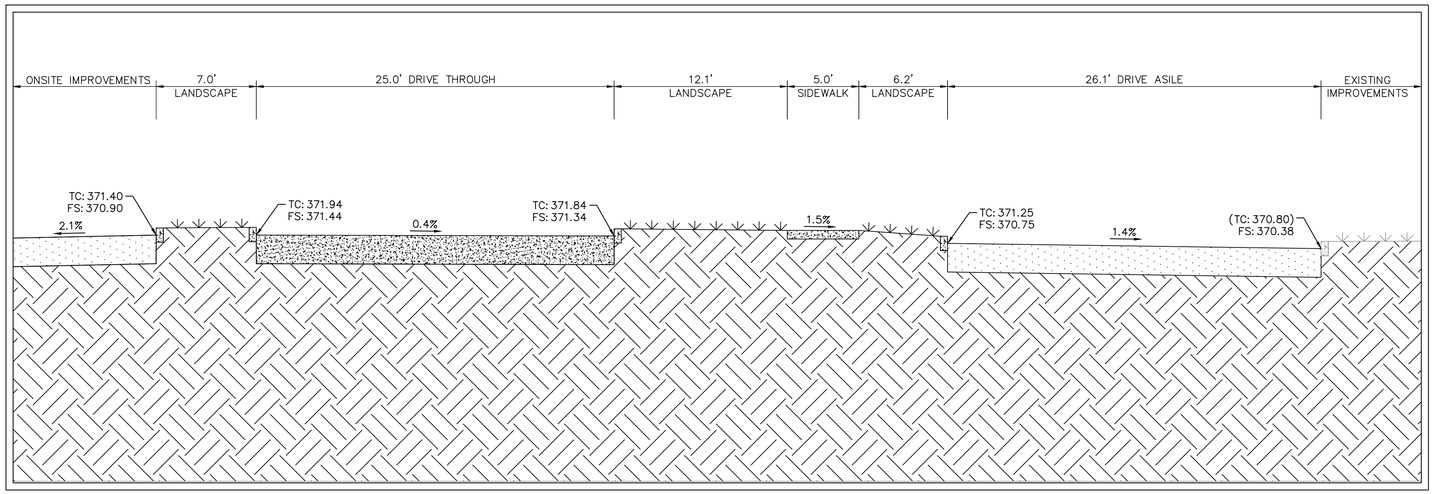

C
C4.3

PROPOSED TYPICAL SITE SECTION

HORIZ: 1" = 5'
VERT: 1" = 5'

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TYPICAL CROSS SECTIONS

SHEET NUMBER
C4.3

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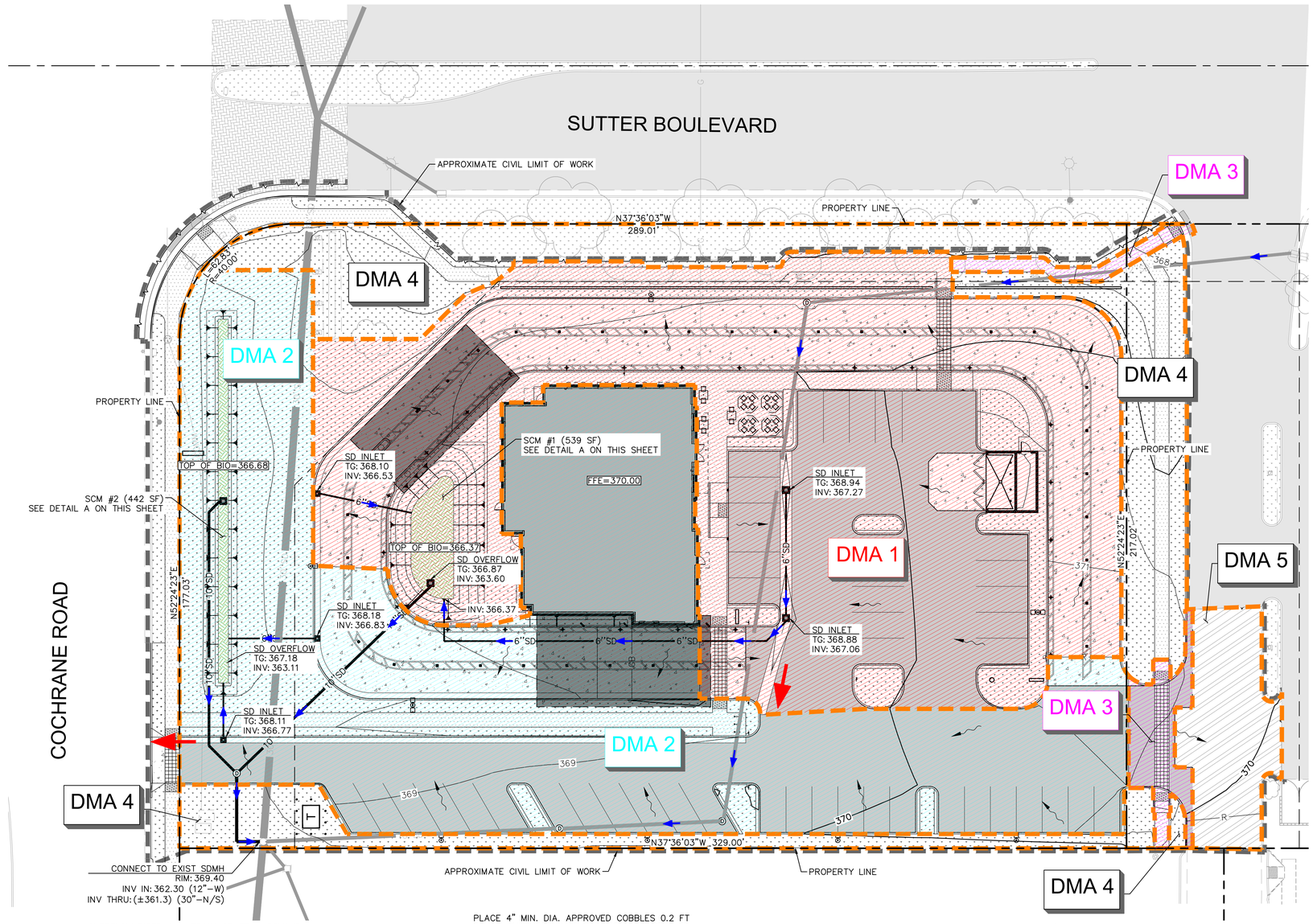


LEGEND

- PROPERTY LINE
- APPROXIMATE CIVIL LIMIT OF WORK LINE
- EASEMENT OR SETBACK LINE
- DMA BOUNDARY LINE
- SD — EXISTING STORM DRAIN LINE
- SD — PROPOSED STORM DRAIN LINE
- R — RIDGE LINE
- GB — GRADE BREAK LINE
- OVERLAND RELEASE PATH
- STORM DRAIN FLOW ARROW
- SURFACE DRAINAGE ARROW
- PROPOSED ASPHALT CONCRETE PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY CONCRETE
- PROPOSED LANDSCAPE AREA
- PROPOSED BIORETENTION
- PROPOSED ASPHALT MILL AND OVERLAY

PROPOSED STORMWATER TREATMENT SUMMARY

	TOTAL AREA (SF)	PERVIOUS AREA (SF)	IMPERVIOUS AREA (SF)	TREATMENT REQUIRED CALC	REQUIRED TREATMENT AREA (SF) - IMP CALC	PROVIDED TREATMENT (SF)	TREATMENT TYPE	DEPTH OF ROCK BELOW UNDERDRAIN (IN)
DMA 1	31,124	6,263	24,861	2X 85TH % EVENT	497	539	BIORETENTION	41"
DMA 2	30,846	8,908	21,938	2X 85TH % EVENT	439	442	BIORETENTION	47"
DMA 3	1,452	0	1,452	2X 85TH % EVENT	29	*	EQUIVALENT BIORETENTION	-
DMA 4	12,196	11,233	963	N/A	0	0	SELF RETAINING	-
DMA 5	2,328	0	2,328	**N/A	0	0	MILL & OVERLAY	
TOTAL	77,946	26,404	51,542		965	981	N/A	

*THE AREA WITHIN DMA 3 IS INFEASIBLE TO BE TREATED. THEREFORE TREATMENT FOR DMA 1 WILL BE OVERSIZED TO TREAT THE EQUIVALENT REQUIREMENTS OF DMA 3.

** DMA 5 CONSISTS OF ASPHALT TO BE MILL AND OVERLAID. DOES NOT INCLUDE FULL DEPTH IMPERVIOUS AREA REPLACEMENT, SO THEREFORE IS NOT REQUIRED TO BE TREATED.

GENERAL NOTES

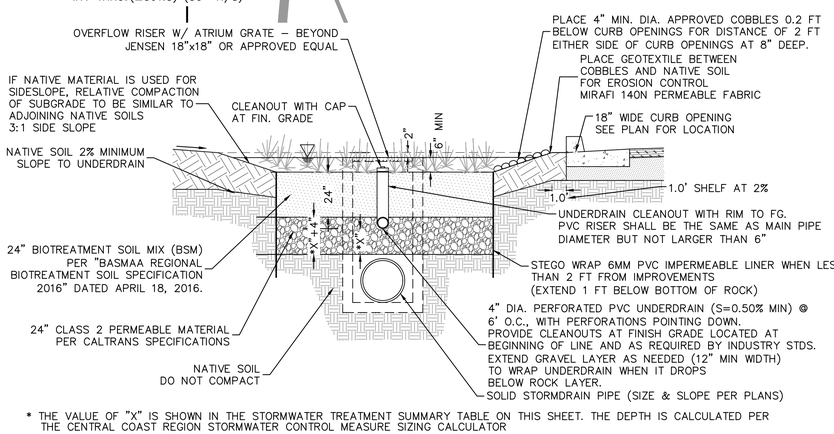
1. DEPTH TO SEASONAL HIGH GROUNDWATER TABLE IS 30–40 FT BELOW SURFACE.
2. SOIL TYPE ONSITE WAS FOUND TO BE SM – SILTY SAND AND SP – POORLY GRADED SAND WITH SILT. HYDROLOGIC SOIL GROUP OF SOIL ONSITE IS GROUP B.
3. ZONING CLASSIFICATION: CG – GENERAL COMMERCIAL.
4. SETBACKS ARE AS FOLLOWS:
   - 4.1. FRONT = 25 FT.
   - 4.2. REAR = 20 FT.
   - 4.3. INTERIOR SIDE = 0 FT.
   - 4.4. STREET SIDE = 15 FT.

IMPERVIOUS VS PERVIOUS AREA

	TOTAL CONSTRUCTION AREA (SF)	IMPERVIOUS AREA (SF)	PERVIOUS AREA (SF)	PERCENT PERVIOUS
EXISTING	77,946	53,021	24,925	32%
PROPOSED	77,946	51,542	26,404	34%

STATEMENT OF PERFORMANCE REQUIREMENTS

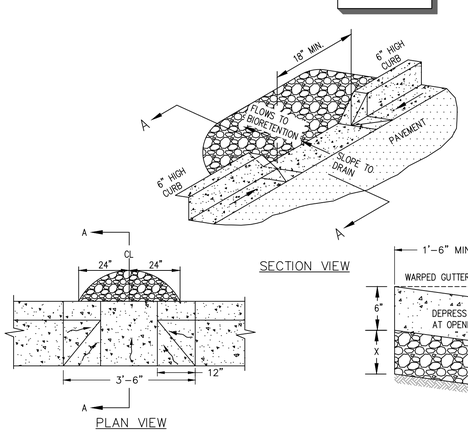
1.	PERFORMANCE REQUIREMENT NO.1 – SITE DESIGN AND RUNOFF REDUCTION	YES
2.	PERFORMANCE REQUIREMENT NO.2 – WATER QUALITY TREATMENT	YES
3.	PERFORMANCE REQUIREMENT NO.3 – RUNOFF RETENTION	YES
4.	PERFORMANCE REQUIREMENT NO.4 – PEAK MANAGEMENT	YES



* THE VALUE OF "X" IS SHOWN IN THE STORMWATER TREATMENT SUMMARY TABLE ON THIS SHEET. THE DEPTH IS CALCULATED PER THE CENTRAL COAST REGION STORMWATER CONTROL MEASURE SIZING CALCULATOR

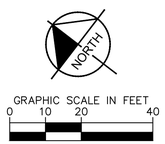
BIORETENTION SYSTEM (A)

N.T.S.



CURB OPENING (B)

N.T.S



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WWW.KIMLEY-HORN.COM

NOT FOR CONSTRUCTION

KHA PROJECT 096762127
DATE 06/09/2023
SCALE AS SHOWN
DESIGNED BY SAL
DRAWN BY CKC
CHECKED BY JAK

No.	REVISIONS	DATE	BY

CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037
APN: 726-32-002

PRELIMINARY STORMWATER CONTROL PLAN

SHEET NUMBER
C5.0

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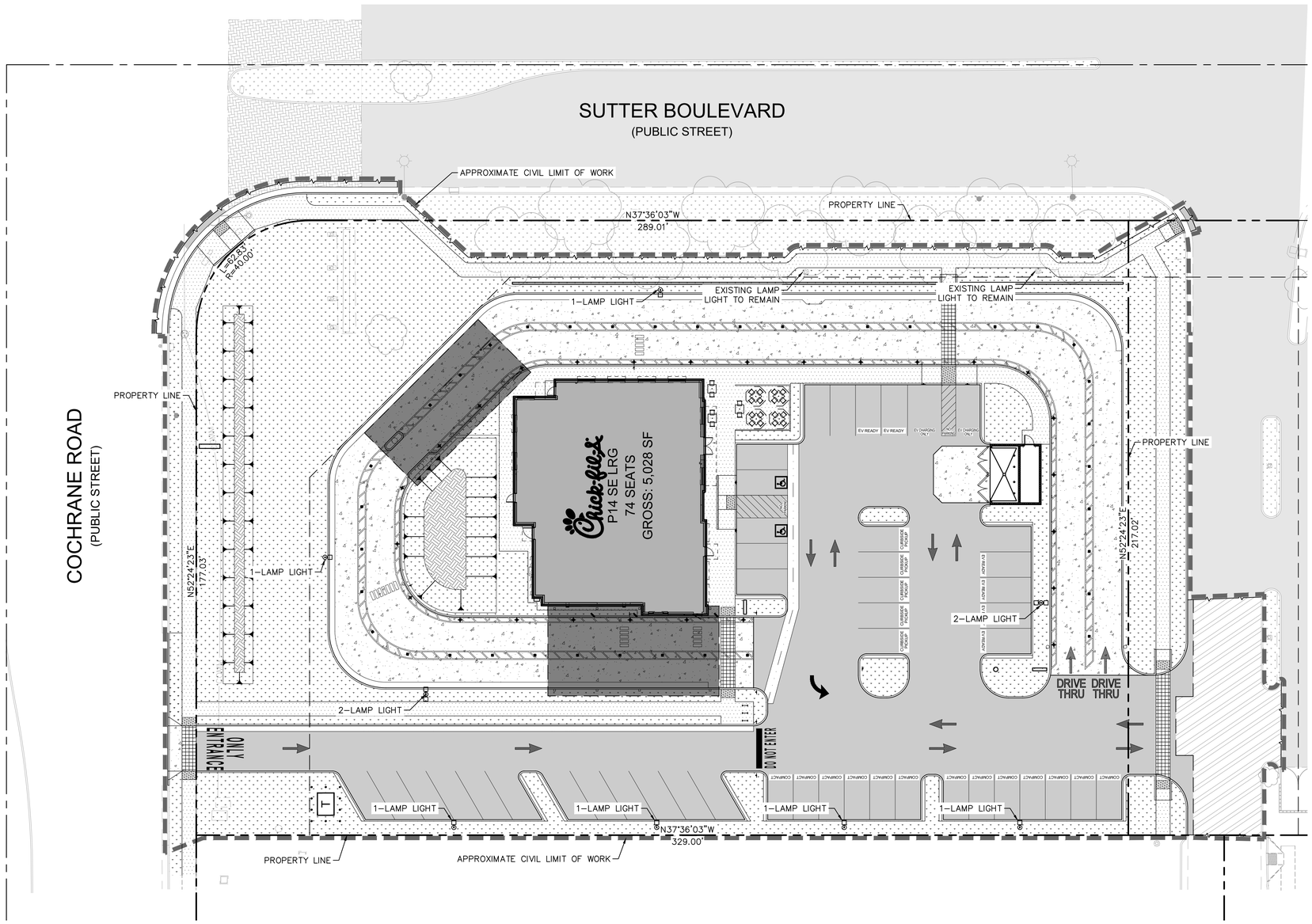

LEGEND

- PROPERTY LINE
- APPROXIMATE CIVIL LIMIT OF WORK LINE
- EASEMENT OR SETBACK LINE
- SAWCUT LINE
- PROPOSED ASPHALT CONCRETE
- PROPOSED CONCRETE SIDEWALK
- PROPOSED HEAVY DUTY CONCRETE
- PROPOSED LANDSCAPE AREA

GRAPHIC SCALE IN FEET
0 10 20 40

NORTH

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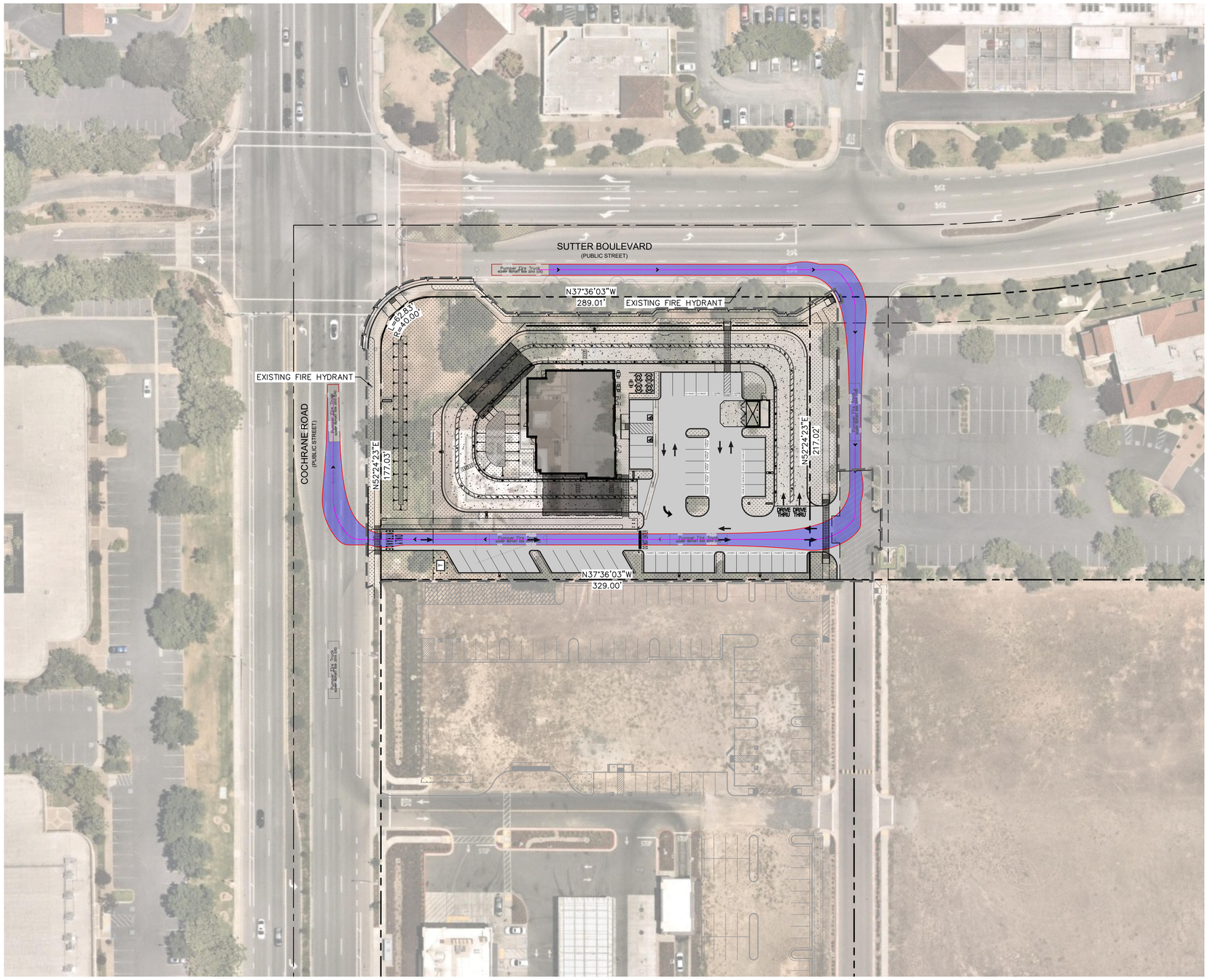
MORGAN HILL, CA 95037
APN: 726-32-002

PRELIMINARY LIGHTING PLAN

SHEET NUMBER
C6.0



LEGEND

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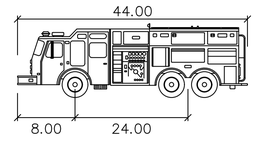
- EASEMENT OR SETBACK LINE
- SAWCUT LINE



Pumper Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

NCHRP REPORT 659 2010 FIRE TRUCK
NOT TO SCALE

GRAPHIC SCALE IN FEET
0 20 40 80

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CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037
APN: 726-32-002

PRELIMINARY FIRE TRUCK TURN - OPTION 1

SHEET NUMBER
C7.0

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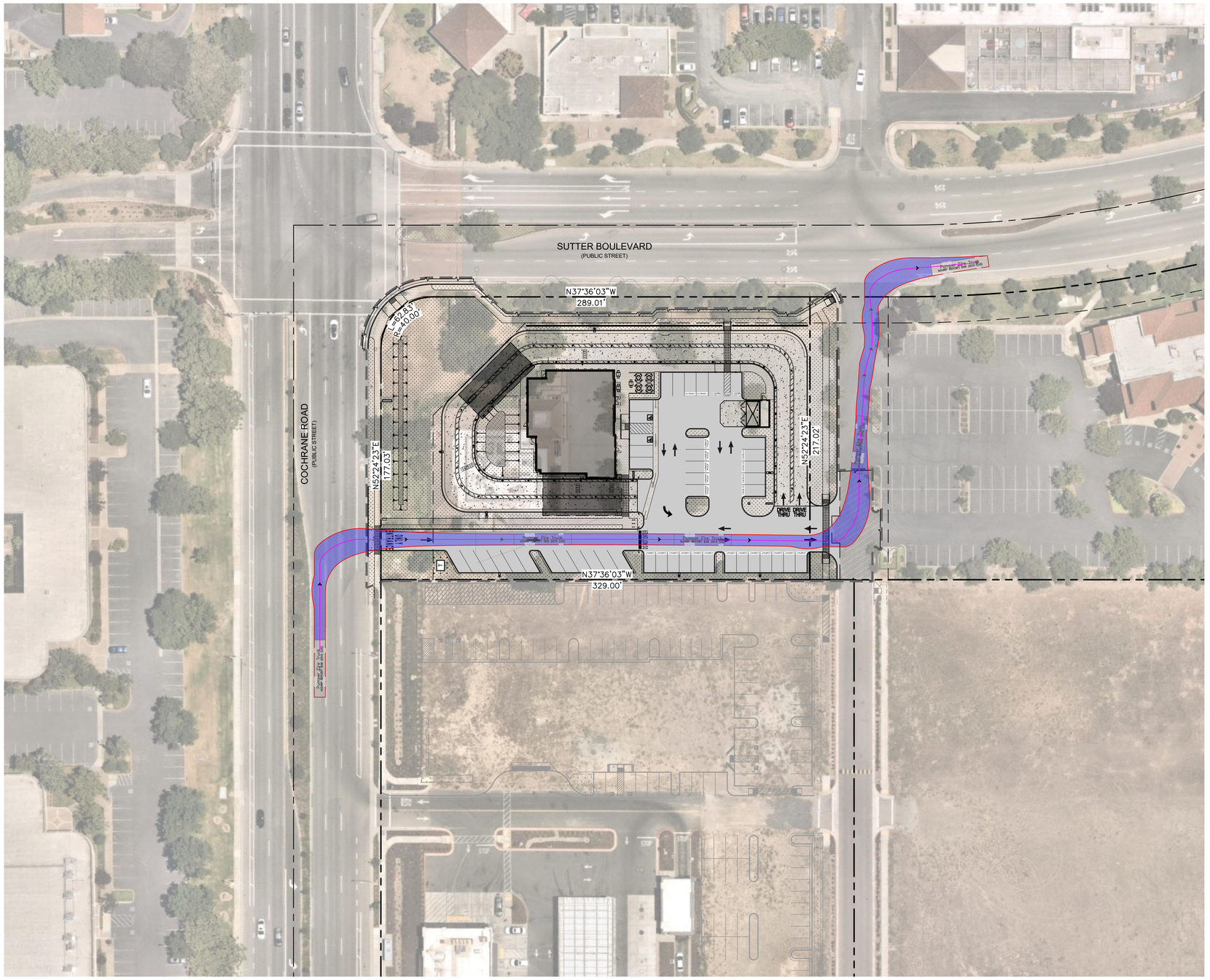

LEGEND

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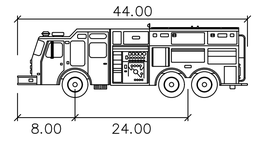

Pumper Fire Truck

	feet
Width	: 8.50
Track	: 8.50
Lock to Lock Time	: 6.0
Steering Angle	: 37.8

NCHRP REPORT 659 2010 FIRE TRUCK
NOT TO SCALE

GRAPHIC SCALE IN FEET
0 20 40 80

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MORGAN HILL, CA 95037
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PRELIMINARY FIRE TRUCK TURN - OPTION 2

SHEET NUMBER
C7.1

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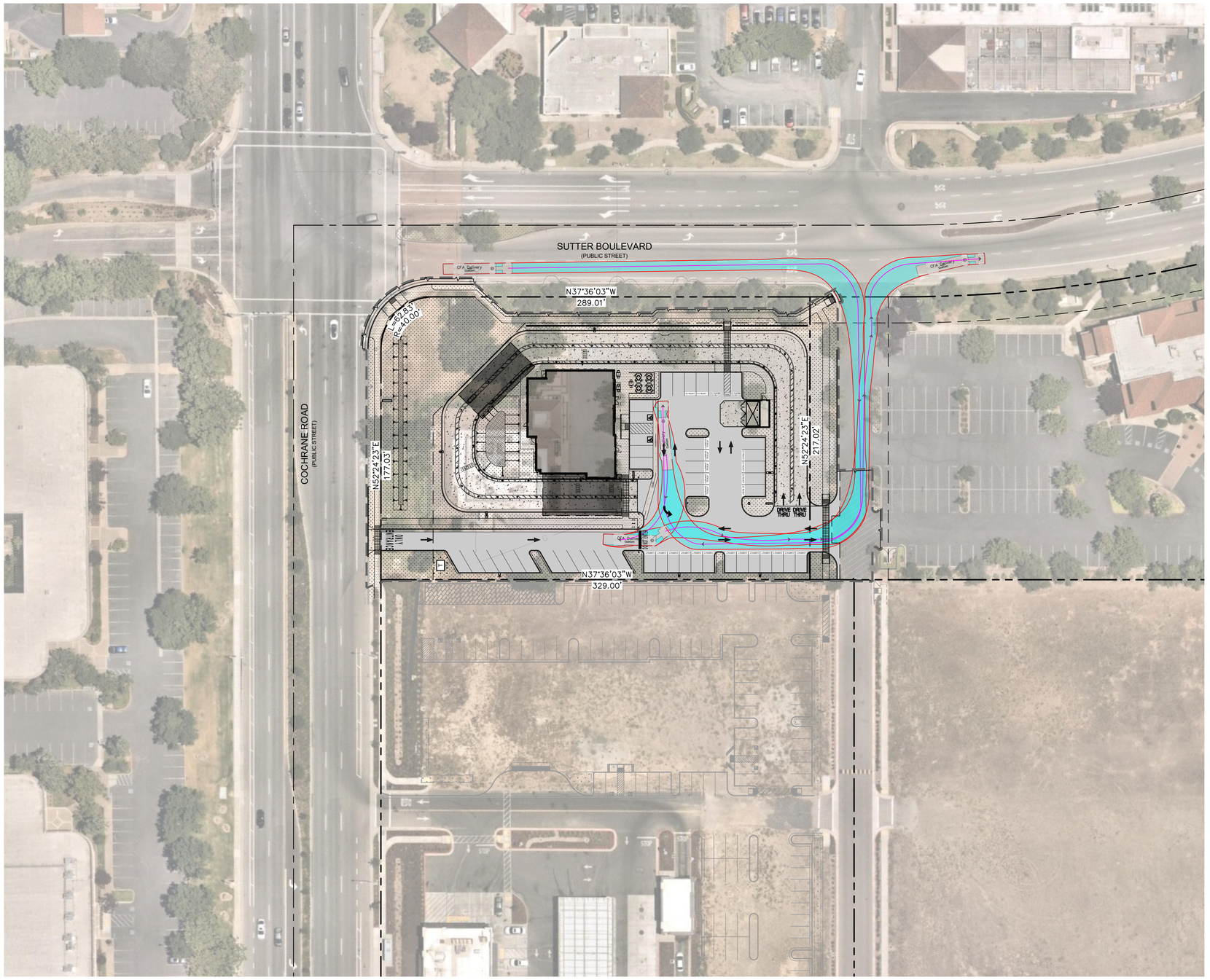

LEGEND

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- EASEMENT OR SETBACK LINE
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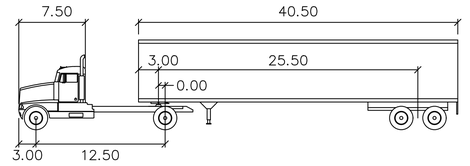

CFA Delivery

feet

Tractor Width	: 8.00	Lock to Lock Time	: 6.0
Trailer Width	: 8.00	Steering Angle	: 20.3
Tractor Track	: 8.00	Articulating Angle	: 70.0
Trailer Track	: 8.00		

CFA DELIVERY TRUCK
NOT TO SCALE

GRAPHIC SCALE IN FEET
0 20 40 80

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MORGAN HILL, CA 95037
APN: 726-32-002

PRELIMINARY
DELIVERY
TRUCK TURN

SHEET NUMBER
C7.2

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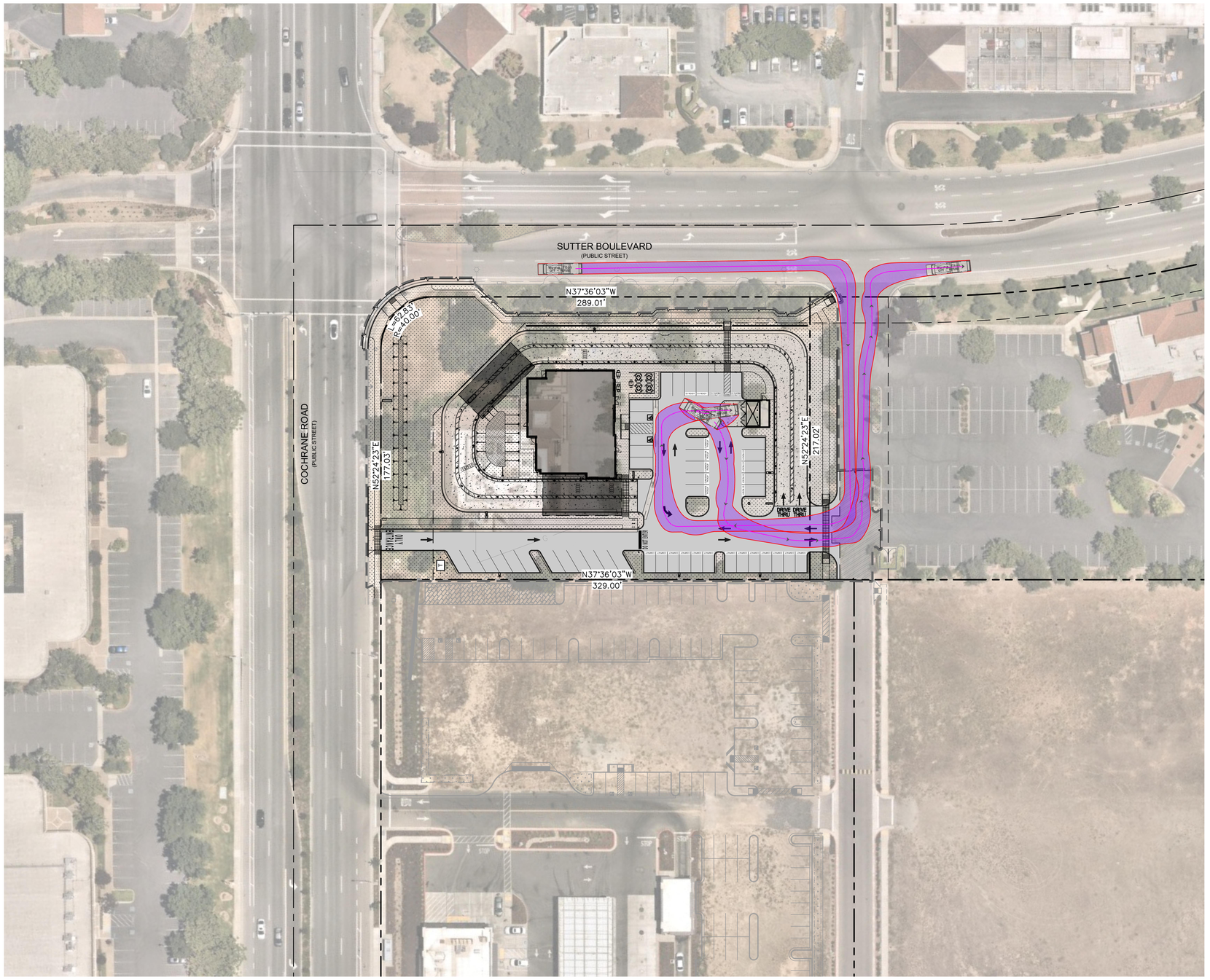

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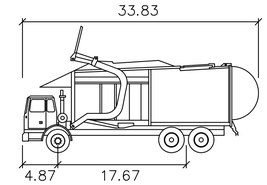

Wayne Titan

	feet
Width	: 8.46
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 45.0

TRASH TRUCK
NOT TO SCALE

GRAPHIC SCALE IN FEET
0 20 40 80

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MORGAN HILL, CA 95037
APN: 726-32-002

PRELIMINARY TRASH TRUCK TURN

SHEET NUMBER
C7.3

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GOVERNMENTAL AGENCIES

BUILDING DEPARTMENT
City of Morgan Hill
Department of Bilding & Fire
Prevention Division
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: (408) 778-6480 general
Eric Blomquist, Building Official
eric.blomquist@morganhill.ca.gov

FIRE DEPARTMENT
City of Morgan Hill
Department of Bilding & Fire
Prevention Division
17575 Peak Avenue
Morgan Hill, CA 95037
Phone: (408) 778-6480 general
Eric Blomquist, Building Official
eric.blomquist@morganhill.ca.gov

HEALTH DEPARTMENT
Santa Clara County Dept.
Environmental Health | Consumer
Protection Division
1555 Berger Dr. Bldb 2, 3rd Floor
San Jose, CA 95112
Phone: (408) 918-3400 general
Phone: (408) 918-3325 direct
Aziz Hussain, Senior
Environmental Health Specialist
aziz.hussain@cep.sccgov.org

BUILDING DATA

BUILDING CODE:
2019 California Building Code

PLUMBING CODE:
2019 California Plumbing Code

MECHANICAL CODE:
2019 California Mechanical Code

ELECTRICAL CODE:
2019 California Electrical Code

ACCESSIBLITY CODE:
2019 California Building Code

ENERGY CODE:
2019 California Energy Code

FIRE CODE:
2019 California Fire Code

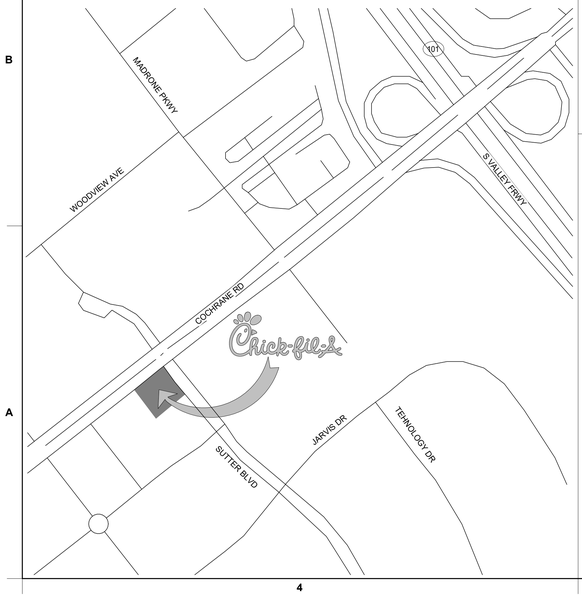
GAS CODE:
2019 California Mechanical Code

05180
P14 SE LRG
MORGAN HILL FSU

18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

VICINITY MAP

REGION: WEST



DESIGNOTES APPLIED IN CURRENT PROJECT

DESIGNOTE #	REV #	DESCRIPTION
2022-014	0	SRI A - BUILDING LIGHTING
2022-015	0	EXPANDED DIGITAL COCKPIT
2022-016	0	DRIVE - THRU COCKPIT CLEARANCE
2022-017	0	SRI EXTERIOR PAINT
2022-018	0	PROJECT DESIGN WORKFLOW
2022-019	0	ACT CEILING RISER ROOM
2022-020	0	ADD CHEROKEE BRICK AS PREFERRED SUPPLIER & BRICK REGIONAL STRATEGY MAP
2022-021	0	UPDATES TO SOIL-PRETREATMENT PROGRAM AND CONTACT INFO
2022-022	0	DRIVE-THRU DUMP SINK AND HAND SINK

ITEMS OF IMPORTANCE

INCLUDED IN PROJECT	ITEM NUMBER	ITEM DESCRIPTION
Yes	1	ITEMS OF IMPORTANCE

*NOTE: REVISION SCHEDULE ABOVE MAY NOT LIST REVISIONS TO ALL DISCIPLINES. REFER TO REVISED DRAWINGS FOR CHANGES TO SHEETS NOT LISTED HERE.

ARCHITECT
WARE MALCOMB
2777 E. CAMELBACK RD,
SUITE #325
PHOENIX, AZ, 85016
Phone: 480.767.1001
JOSH DICKSON
jdickson@waremalcomb.com

ELECTRICAL
ACIES ENGINEERING
400 N. MCCARTHY BLVD, SUITE
250, MILPITAS CA 95035
Phone: (408) 522-5255 x121
Fax: (408) 522-5260
CHRISTIAN DALIMARTA, PE
christian@acies.net

CIVIL
KIMLEY-HORN
4637 CHABOT DRIVE, SUITE 350
PLEASANTON, CA 94588
Phone: (669) 800 4168
JENNIFER KIRBY, PE
jennifer.kirby@kimley-horn.com

LANDSCAPE
HOURIAN ASSOCIATES, INC.
107 AVENIDA MIRAMAR #D
SAN CLEMENTE, CA 92672
Phone: 949.489.5623 x 101
C: 949.412.8888
NICOLE HOURIAN, ASLA
nhourian@hourianassociates.com

Use Permit

UP2022-0007: Sutter - Chick-Fil-A

SHEET INDEX

SHEET NUMBER	SHEET NAME	ISSUED FOR BID	ISSUED FOR PERMIT	ISSUED FOR CONSTRUCTION
G-000	COVER SHEET			
A-100	SITE PLAN			
A-103	REFUSE ENCLOSURE			
A-201	FLOOR PLAN			
A-301	EXTERIOR ELEVATIONS			
A-302	EXTERIOR ELEVATIONS			
A-401	PERSPECTIVES			
E5.0	SINGLE LINE DIAGRAM			
EP1.0	SITE PHOTOMETRIC PLAN			
EP1.1	EXTERIOR LIGHTING CUTSHEET			
EP1.2	EXTERIOR LIGHTING CUTSHEET			
EP1.3	EXTERIOR LIGHTING CUTSHEET			
ES1.0	EXTERIOR LIGHTING PLAN			

Item 4
Attachment 15

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

WARE MALCOMB
Leading Design for Commercial Real Estate
2777 E. CAMELBACK RD, SUITE #325
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P 480.767.1001

CHICK-FIL-A
MORGAN HILL FSU
18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

FSR#05180
BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
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REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ENTITLEMENT PACKAGE

CONSULTANT PROJECT # PHX22-0187-00
DATE 01/31/2023
DRAWN BY J.M. / V.Z.

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SHEET
COVER SHEET

SHEET NUMBER
G-000

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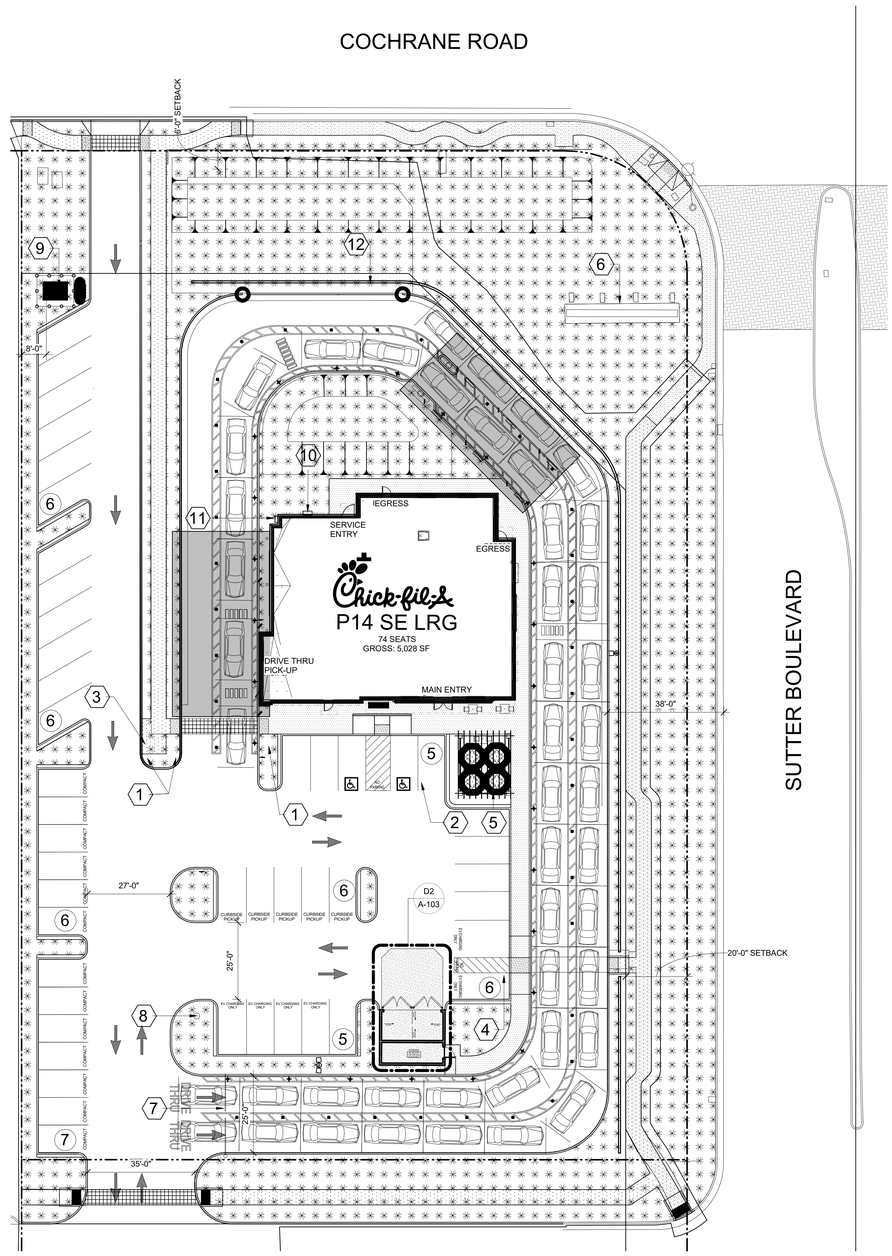
05-SE-05180-G-000-COVER SHEET



B1 SITE PLAN
1" = 20'-0"

NORTH

SITE PLAN KEYNOTES

1	SIGNAGE PER SIGNAGE PACKAGE, TYP.
2	ADA PARKING.
3	SHORT-TREM BIKE PARKING.
4	LOCATION OF LONG-TREM BIKE STORAGE.
5	PATIO PLAN.
6	EXISTING MONUMENT.
7	CLEARANCE BAR PER SIGNAGE.
8	FLAG POLE.
9	TRANSFORMER.
10	ELECTRICAL METER
11	GAS METER.
12	NEW SITE WALL.

GENERAL NOTES:

FOR ACCESSIBLE ROUTE MAX SLOPE 5% AND CROSS SLOPE (2%) ALONG PATH AND 2% SLOPE IN ANY DIRECTION AT EACH TURN AND INTERSECTION OF THE PATH OF TRAVEL.

PROJECT DATA:

SITE AREA	1.82 AC	
GROSS:	79,473 SF	
BUILDING FOOTPRINT:		
CHICK-FIL-A	5,028 SF	
TOTAL FOOTPRINT:	5,028 SF	
COVERAGE:		
GROSS:	6%	
PARKING REQUIRED:		
RESTAURANT (5,028 SF)	1,998 SF / 60 PUBLIC SF= 33.3 3,030 SF / 250 GFA = 12.12	46 STALLS
MAX. COMPACT ALLOWED	30%	15 STALLS
PARKING PROVIDED:		
STANDARD:		48 STALLS @10.34/1000 SF
REQ. ACCESSIBLE		2 STALLS
DT STACK		52 CARS
OP CANOPY		8TH CAR AT INNER LANER

DEVELOPMENT STANDARDS:

ZONING:	PUD (CG)
MAX. HEIGHT:	35'-0" FT
BUILDING SETBACKS:	
FRONT:	25'-0" FT
FROM SUTTER BLVD:	30'-0" FT
FROM COCHRANE BLVD:	40'-0" FT
REAR:	20'-0" FT
LANDSCAPE SETBACKS:	
FRONT:	25'-0" FT
SIDE:	0'-0" FT
REAR:	20'-0" FT
LANDSCAPE REQ:	10%
OFF-STREET PARKING:	
STANDARD:	9X18
COMPACT:	9X16
COMPACT %:	30%
DRIVE AISLE:	25 FT
FIRE LANE:	26 FT
OVERHANG:	2 FT
TREE WELL:	5 FT
REQ. PARKING RATIO BY USE:	
RESTAURANT:	1 /100 SF
RETAIL:	1/250 SF
OFFICE:	1/250 SF

NOTES:
1 TYPE A, FOR PARKING AREAS LESS THAN 50,000 SF-5% OTHERWISE 8%

PARKING CALCULATION:

ACCESSIBLE STALL REQUIRED	
PER CBC	3
ACCESSIBLE STALLS PROVIDED	3
10% OF REQUIRED PARKING SHORT TERM BIKE STRAGE REQUIRED	6
SHORT TERM PARKING REQUIRED	6

SITE PLAN LEGEND

- LANDSCAPE
- PROPERTY LINE
- BUILDING LINE
- EXISTING 6" CURB
- EXISTING SIDEWALK
- EXISTING CURBS AND SIDEWALKS
- OUTDOOR SEATING
- ACCESSIBLE ROUTE 2% MAX SLOPE
- 4" WIDE DIAGONAL STRIPPING
- PARKING LIGHT FIXTURE (SEE ELECTRICAL DRAWING)
- EASEMENT LINE
- VEHICLE (20'-0" LENGTH TYP.)

PROJECT SITE

PROJECT SITE

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

WARE MALCOMB
Leading Design for Commercial Real Estate

2777 E. CAMELBACK RD, SUITE #325
PHOENIX, AZ, 85016
P 480.767.1001

CHICK-FIL-A
MORGAN HILL FSU

18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
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REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ENTITLEMENT PACKAGE

CONSULTANT PROJECT # PHX22-0187-00
DATE 01/31/2023
DRAWN BY J.M. / V.Z.

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SHEET
SITE PLAN

SHEET NUMBER
A-100

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10-SE-05180-A-100-SITE PLAN

FLOOR PLAN GENERAL NOTES

A.1 ALL DIMENSIONS SHOWN ARE FRAMING DIMENSIONS (FACE OF STUD/JAMB) UNLESS OTHERWISE NOTED.
A.2 FASTENERS, ANCHORS, CLIPS, STRAPS, ETC WHICH ARE IN CONTACT WITH PRESERVATIVE AND/OR FIRE TREATED WOOD SHALL BE OF G-185 HOT DIPPED ZINC-COATED GALVANIZED STEEL, STAINLESS STEEL, OR AN APPROVED EQUAL.
A.3 REFER TO CIVIL AND LANDSCAPE FOR LOCATIONS OF WALKS, BOLLARDS, LANDSCAPING AREAS, FLAG POLE, AND OTHER SITE ITEMS.
A.4 REFER TO INTERIOR ELEVATIONS FOR LOCATIONS AND TYPES OF CORNER GUARDS.
A.5 CONTRACTOR TO COORDINATE LOCATION OF POLE MOUNTED EXTERIOR CAMERA WITH STRONG SYSTEMS AND INSTALL UNDERGROUND CONDUIT AS REQUIRED. RE: ELECTRICAL.
A.6 REFER TO ACCESSIBILITY PLAN AND FURNITURE DRAWINGS FOR SEATING LAYOUT & SPECIFICATIONS. CONTACT: OWNER.
A.7 REFER TO ACCESSIBILITY PLAN AND OWNER DRAWINGS FOR CONDIMENT COUNTERS AND TRASH RECEPTACLES.
A.8 REFER TO IT WALLBOARD USER GUIDE FOR WALLBOARD INSTALLATION, IF APPLICABLE.
A.9 REFER TO MILLWORK PLAN FOR RAISED CONCRETE CURB LOCATIONS.
A.10 FREEZER AND COOLER DOORS AND HARDWARE SUPPLIED BY FREEZER/COOLER MANUFACTURER

FLOOR PLAN LEGEND:

CT CABINET
RE: ELECTRICAL

MDP RE: ELECTRICAL

STEEL WALL BY OWNER RE: OWNER FOR EXACT LOCATIONS

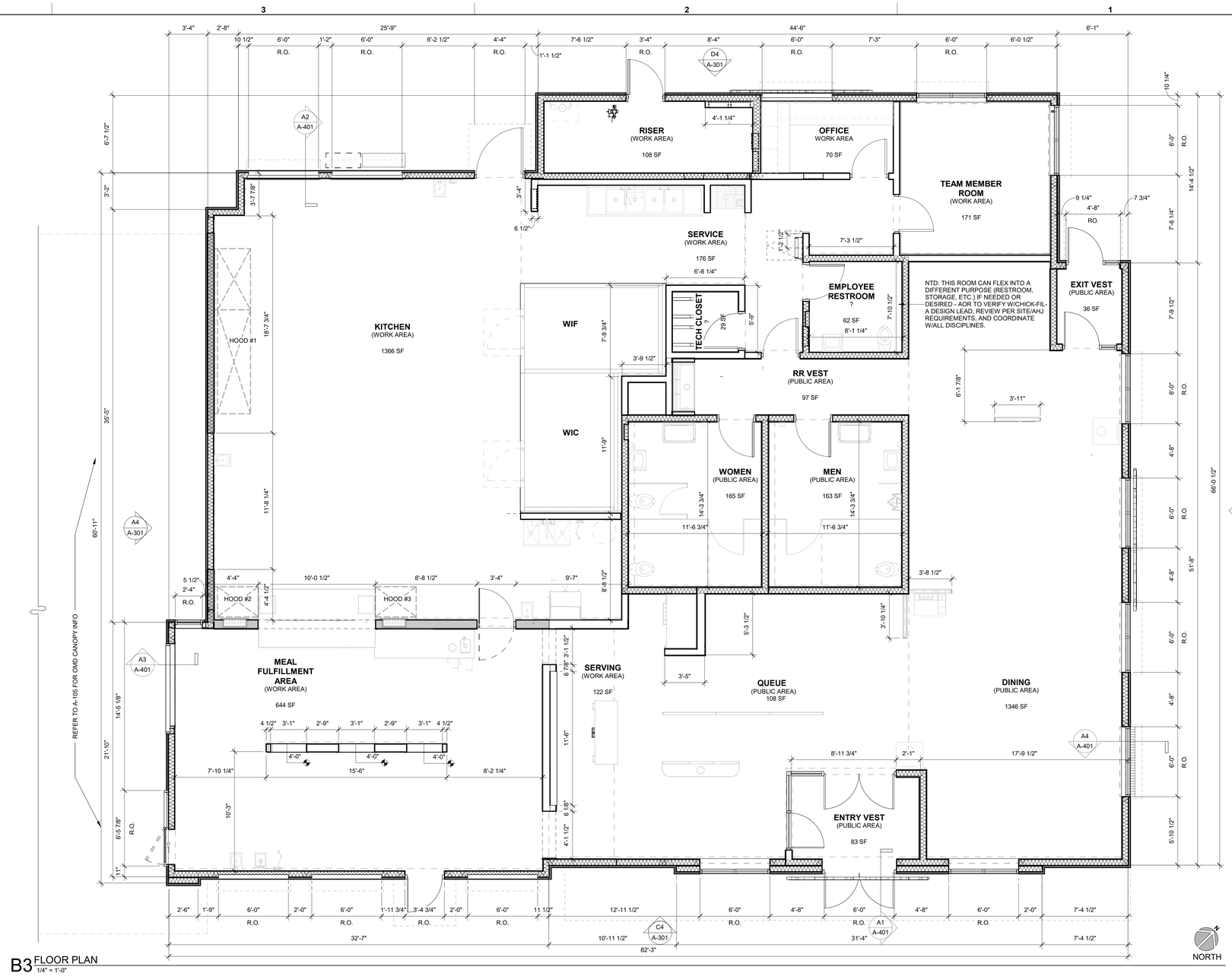
ITEM BY OWNER

SOFFIT OR BULKHEAD ABOVE RE: REFLECTED CEILING PLAN

2-SIDED BRAND ICON
RE: OWNER DRAWINGS

RECESSED PIN AND SLEEVE BOX, RE: A4/A620 & MEP DRAWINGS.

ELECTRICAL PANEL RE: ELECTRICAL



B3 FLOOR PLAN
1/4" = 1'-0"

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

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PHOENIX, AZ, 85016
P 480.767.1001

CHICK-FIL-A
MORGAN HILL FSU

18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
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REVISION SCHEDULE

NO.	DATE	DESCRIPTION

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DATE 01/31/2023
DRAWN BY J.M. / V.Z.

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SHEET
FLOOR PLAN

SHEET NUMBER
A-201

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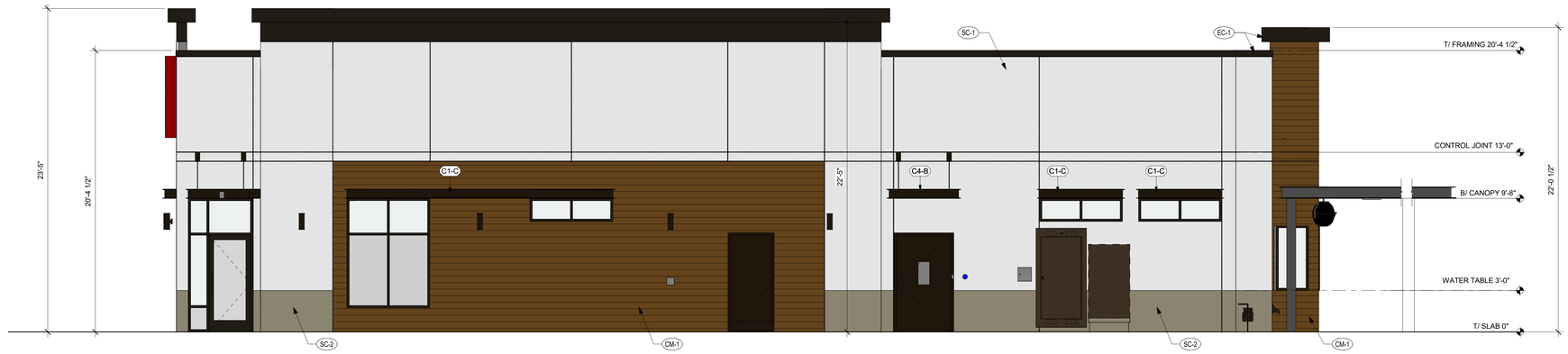
10-SE-05180-A-201-FLOOR PLAN



NORTH EXTERIOR ELEVATION
1/4" = 1'-0"

SOUTH EXTERIOR ELEVATION
1/4" = 1'-0"

FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
CM-1	WOOD CLADDING	AZEK EXTERIORS	TIMBER TECH ADVANCED PVC BY AZEK: VINTAGE COLLECTION		MAHOGANY	
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SC-1	STUCCO	STO	POWERWALL	SW 7566	WESTHIGHLAND WHITE	FINISH: SAND MEDIUM
SC-2	STUCCO	STO	POWERWALL	SW 6172	HARDWARE	FINISH: SAND MEDIUM
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE (MATTE)	

GENERAL NOTES
1. ALL SIGNAGE PROVIDED BY OTHERS
2. REF FLOOR PLAN AND WINDOW LEGEND FOR STOREFRONT INFORMATION

ATTACHED CANOPY SCHEDULE

Mark	Description	Count	Overall Width	Overall Depth	Tie Back Mounting (Offset From Top)	Integral Lighting
C1-C	Exterior Canopy	12	6'-4"	1'-0"	0"	No
C4-A	Exterior Canopy	1	5'-0"	4'-0"	2'-4"	Yes
C4-B	Exterior Canopy	2	5'-4"	4'-0"	2'-4"	Yes
C4-L	Exterior Canopy	1	48'-6"	4'-0"	2'-4"	Yes
Grand total		16				

CANOPY NOTES:

BUILDING MOUNTED CANOPIES - 8" THICK CANOPY
- KYNAR FINISH OF STRUCTURE, FASCIA, & DECKING TO MATCH (CP-1)

COLUMN MOUNTED CANOPIES - 10" THICK CANOPY
- FINISH OF STRUCTURE TO BE (CP-1)
- FINISH OF DECKING TO BE (CP-2)

LEGEND

CM-1
SC-1
SC-2
EC-1

EXPANSION JOINT, SEALANT COLOR TO MATCH MORTAR COLOR
CARD READER BY SECURITY VENDOR - RE: ELEC
MDP - (PT-113) RE: ELECTRICAL
OIL EXTRACTION PORT ACCESS BOX
CO2 FILL BOX - RE: KITCHEN
LIGHT FIXTURE - RE: ELECTRICAL
CT CABINET - (PT-113) RE: ELECTRICAL

Chick-fil-A
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30349-2998

WARE MALCOMB
Leading Design for Commercial Real Estate
2777 E. CAMELBACK RD, SUITE #325
PHOENIX, AZ, 85016
P 480.767.1001

CHICK-FIL-A
MORGAN HILL FSU

18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
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CONSULTANT PROJECT # PHX22-0187-00
DATE 01/31/2023
DRAWN BY J.M. / V.Z.

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SHEET
EXTERIOR ELEVATIONS

SHEET NUMBER
A-301

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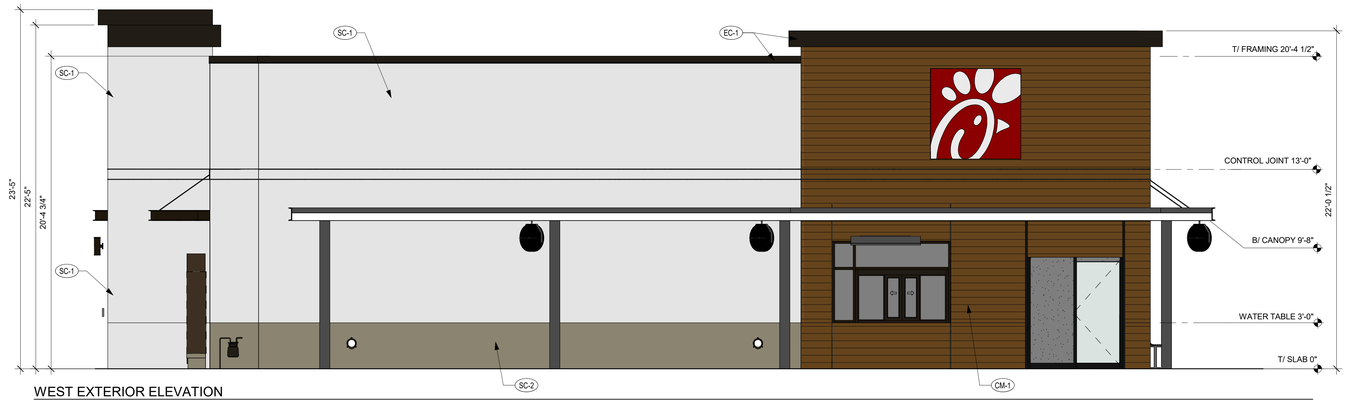
10-SE-05180-A-301-EXTERIOR ELEVATIONS

EAST EXTERIOR ELEVATION

1/4" = 1'-0"



WEST EXTERIOR ELEVATION

1/4" = 1'-0"

FINISH SCHEDULE - EXTERIOR

MARK	DESCRIPTION	MANUFACTURER	MODEL NAME	MODEL NUMBER	COLOR	NOTE
CM-1	WOOD CLADDING	AZEK EXTERIORS	TIMBER TECH ADVANCED PVC BY AZEK; VINTAGE COLLECTION		MAHOGANY	
EC-1	PARAPET WALL COPING	DUROLAST / EXCEPTIONAL METALS			MIDNIGHT BRONZE	
PT-100	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350	SW 2807	ROOKWOOD	REFUSE ENCLOSURE. FINISH: SEMI-GLOSS ON DOOR FRAMES, SATIN ON WALLS
PT-113	EXTERIOR PAINT	SHERWIN WILLIAMS	SHER-CRYL HIGH PERFORMANCE ACRYLIC #B66-350		DARK BRONZE	FINISH: SEMI-GLOSS
SC-1	STUCCO	STO	POWERWALL	SW 7566	WESTHIGHLAND WHITE	FINISH: SAND MEDIUM
SC-2	STUCCO	STO	POWERWALL	SW 6172	HARDWARE	FINISH: SAND MEDIUM
ST-1	STOREFRONT	YKK	YES 45		DARK BRONZE (MATTE)	

GENERAL NOTES

1. ALL SIGNAGE PROVIDED BY OTHERS
2. REF FLOOR PLAN AND WINDOW LEGEND FOR STOREFRONT INFORMATION

ATTACHED CANOPY SCHEDULE

Mark	Description	Count	Overall Width	Overall Depth	Tie Back Mounting (Offset From Top)	Integral Lighting
C1-C	Exterior Canopy	12	6'-4"	1'-0"	0"	No
C4-A	Exterior Canopy	1	5'-0"	4'-0"	2'-4"	Yes
C4-B	Exterior Canopy	2	5'-4"	4'-0"	2'-4"	Yes
C4-L	Exterior Canopy	1	48'-6"	4'-0"	2'-4"	Yes
Grand total		16				

CANOPY NOTES:

BUILDING MOUNTED CANOPIES
- 8" THICK CANOPY
- KYNAR FINISH OF STRUCTURE, FASCIA, & DECKING TO MATCH CP-1

COLUMN MOUNTED CANOPIES
- 10" THICK CANOPY
- FINISH OF STRUCTURE TO BE CP-1
- FINISH OF DECKING TO BE CP-2

LEGEND

CM-1
SC-1
SC-2
EC-1

EXPANSION JOINT, SEALANT COLOR TO MATCH MORTAR COLOR

CARD READER BY SECURITY VENDOR - RE: ELEC

MDP - PT-113 RE: ELECTRICAL

OIL EXTRACTION PORT ACCESS BOX

CO2 FILL BOX - RE: KITCHEN

LIGHT FIXTURE - RE: ELECTRICAL

CT CABINET - PT-113 RE: ELECTRICAL

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

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CHICK-FIL-A
MORGAN HILL FSU

18599 SUTTER BOULEVARD
MORGAN HILL, CALIFORNIA 95037

FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
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REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ENTITLEMENT PACKAGE

CONSULTANT PROJECT # PHX22-0187-00
DATE 01/31/2023
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SHEET
EXTERIOR ELEVATIONS

SHEET NUMBER
A-302

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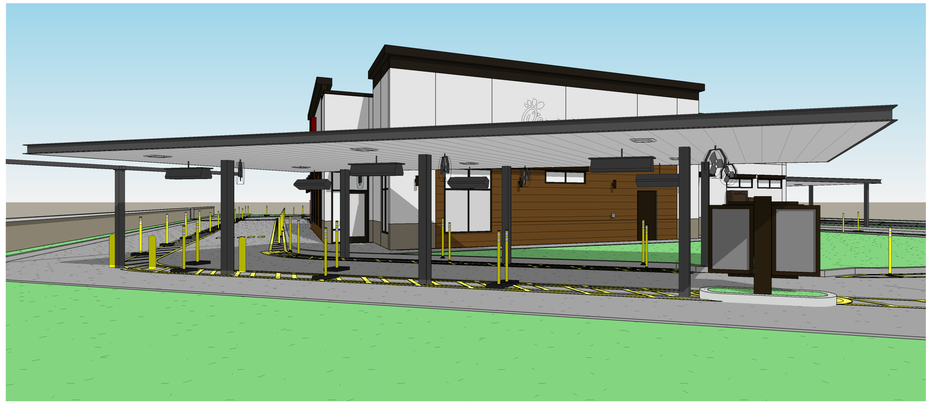
10-SE-05180-A-302-EXTERIOR ELEVATIONS (COLOR)

C2 PERSPECTIVES

C1 PERSPECTIVES

A2 PERSPECTIVES



A1 PERSPECTIVES

8/11/2023 10:08:21 AM Autodesk Docs://CA_05180_Morgan Hill FSU_2022.10_FSR05180_Morgan Hill FSU_ARC.rvt

SE-05180-A-401-EXTERIOR PERSPECTIVES

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5200 Buffington Road
Atlanta, Georgia
30349-2998

WARE MALCOMB
Leading Design for Commercial Real Estate

2777 E. CAMELBACK RD, SUITE #325
PHOENIX, ARIZONA, 85016
P 480.767.1001

CHICK-FIL-A
MORGAN HILL FSU

18599 SUTTER BLVD
MORGAN HILL, CALIFORNIA 95037

FSR#05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 22.08
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SD PACKAGE

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

ENTITLEMENT PACKAGE

CONSULTANT PROJECT # PHX22-0187-00
DATE 08/11/2023
DRAWN BY V.Z.

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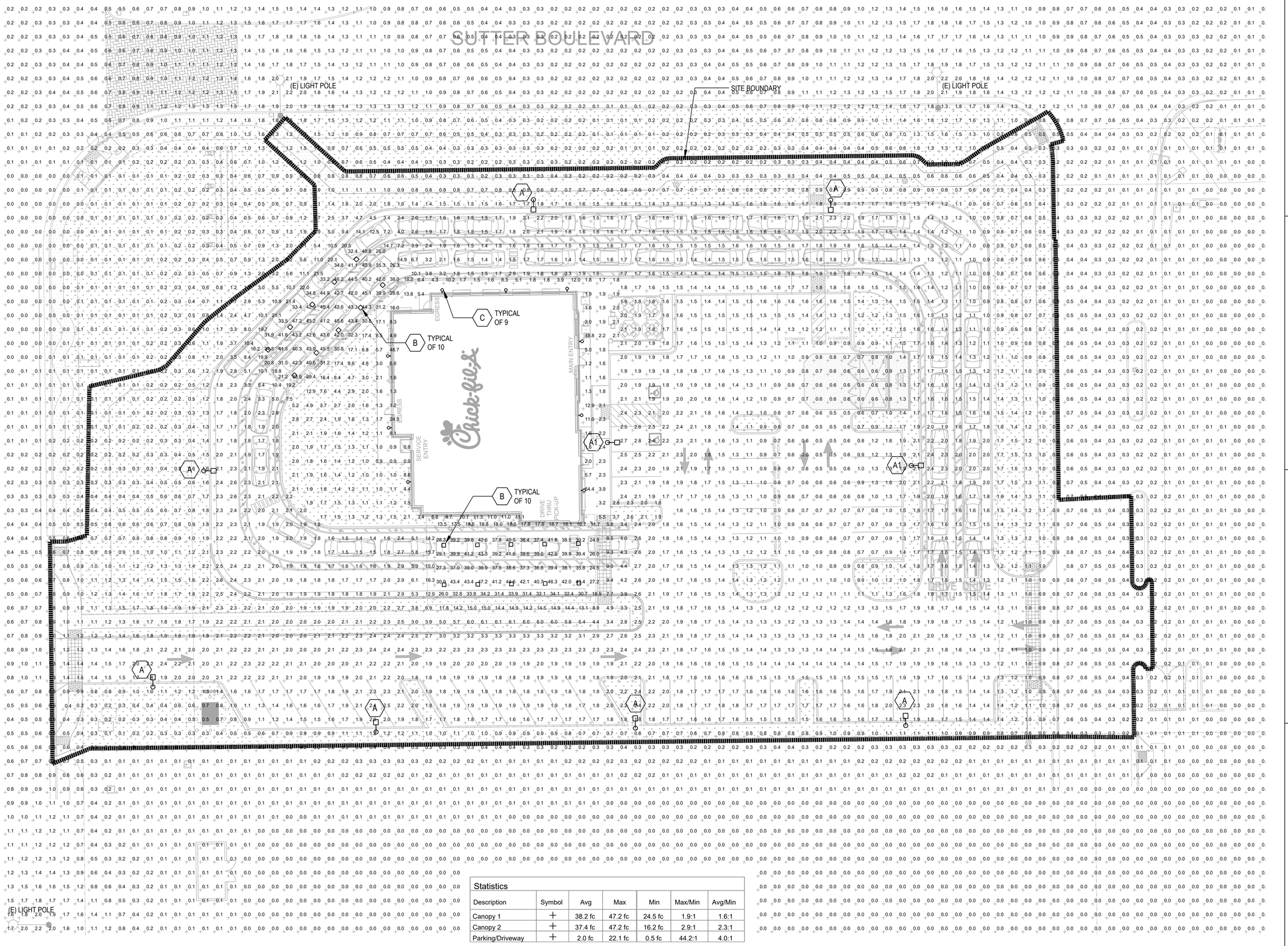
SHEET
EXTERIOR PERSPECTIVES

SHEET NUMBER
A-401



Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
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Canopy 2	+	37.4 fc	47.2 fc	16.2 fc	2.9:1	2.3:1
Parking/Driveway	+	2.0 fc	22.1 fc	0.5 fc	44.2:1	4.0:1

SITE PHOTOMETRIC PLAN | SCALE 1/16" = 1'-0" | 1

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

WARE MALCOMB
Leading Design for Commercial Real Estate

4683 Chabot Drive, Ste 300
Pleasanton, CA 94588
P 925.244.9620
F 925.244.9621

CHICK-FIL-A

18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037

FSR# 0000

BUILDING TYPE / SIZE:
RELEASE:

REVISION SCHEDULE

CONSULTANT PROJECT #
PRINTED FOR
DATE
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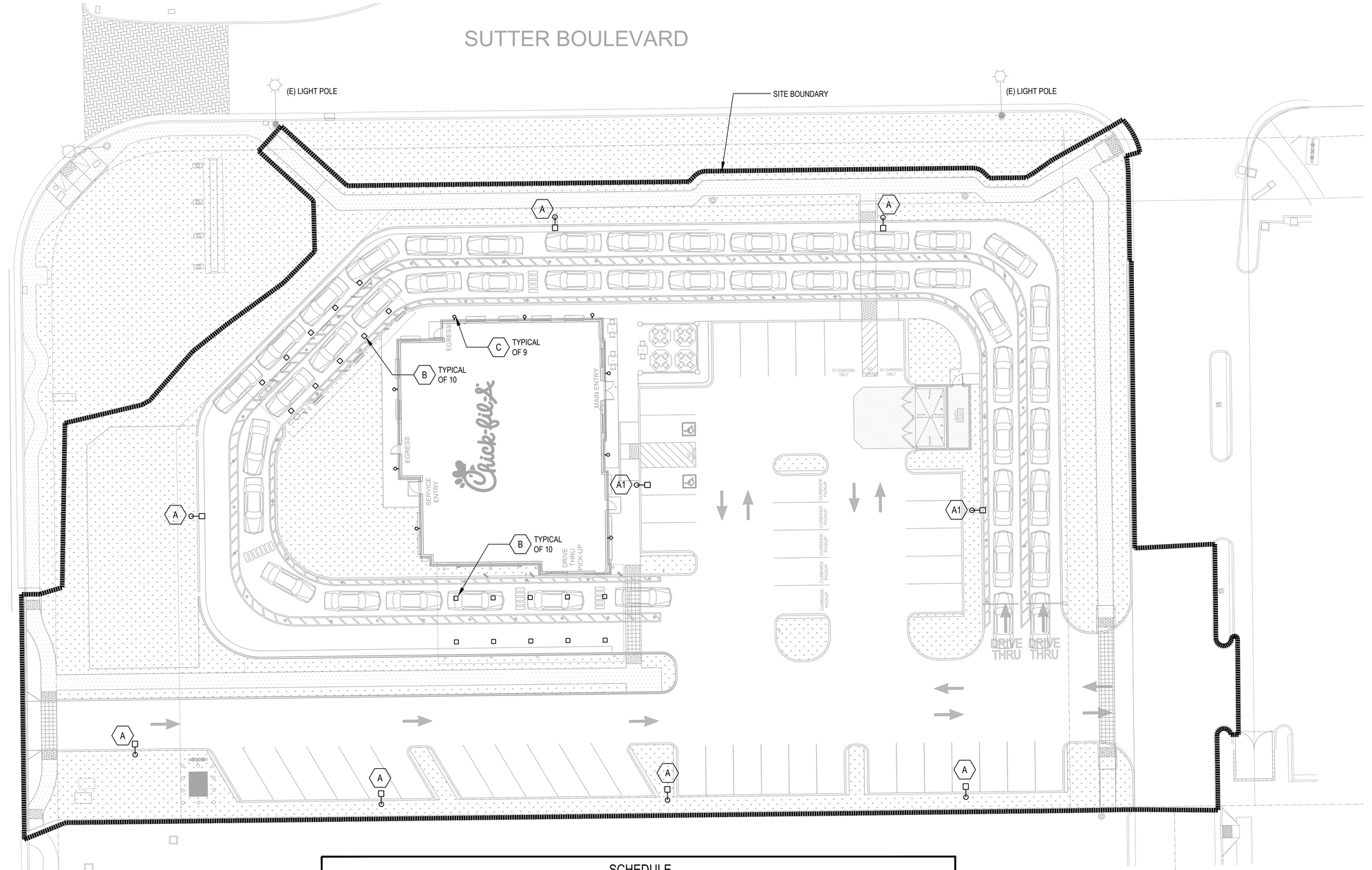
SHEET
SITE PHOTOMETRIC PLAN

SHEET NUMBER
EP1.0

D:\Acme Engineering\ACI\ES Project\Chick-Fil-A\Morgan Hill\Electrical\231475_E1.1.dwg Sheet No: EP1.0 Saved by: anjo - Thursday, March 09, 2023 7:06 AM Printed by: Anjo Santos - March 9, 2023 7:07 AM



SCHEDULE

SYMBOL	TAG	QTY	MANUFACTURER	CATALOG NUMBER	DESCRIPTION	FILE NAME	(QTY)LAMP	LUMENS	LLF	WATTS	DISTRIBUTION	MOUNTING HEIGHT
	A1	2	COOPER LIGHTING	PRV-PA2A-730-U-T4W	PREVAIL AREA AND ROADWAY LUMINAIRE (2) 70 CRI, 3000K, 720mA LIGHT ENGINES WITH 24 LEDS AND TYPE IV WIDE OPTICS	PRV-PA2A-730-U-T4W.ies	1	14,170	0.9	113.0	BUG RATING : B3-U0-G3	25 FT
	A	7	COOPER LIGHTING	PRV-PA2A-730-U-T4W-HSS	PREVAIL AREA AND ROADWAY LUMINAIRE (2) 70 CRI, 3000K, 720mA LIGHT ENGINES WITH 24 LEDS AND TYPE IV WIDE OPTICS WITH HOUSE SIDE SHIELD	PRV-PA2A-730-U-T4W-HSS.ies	1	10,262	0.9	113.0	BUG RATING : B1-U0-G3	25 FT
	B	20	DECO LIGHTING	D533R-PRO-55-30-U-5-W-M	LED CANOPY LUMINAIRE, 3000K, 80 CRI		1	7910	0.9	55		RECESS
	C	9	PROGRESS LIGHTING	P5675-31	5" UP/DOWN CYLINDER WITH HEAVY DUTY ALUMINUM CONSTRUCTION, WET LISTED, WITH TWO GENERAL ELECTRIC RETROFIT LAMPS #LED12P30RW83025		2		0.9	24	BUG RATING : B1-U0-G1	8 FT

(E) LIGHT POLE

EXTRERIOR LIGHTING PLAN | SCALE 1/16" = 1'-0" | 1

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

WARE MALCOMB
Leading Design for Commercial Real Estate

4683 Chabot Drive, Ste 300
Pleasanton, CA 94588
P 925.244.9620
F 925.244.9621

CHICK-FIL-A
18599 SUTTER BOULEVARD
MORGAN HILL, CA 95037

FSR# 0000

BUILDING TYPE / SIZE:

RELEASE:

REVISION SCHEDULE

CONSULTANT PROJECT #

PRINTED FOR

DATE

DRAWN BY

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SHEET

EXTRERIOR LIGHTING PLAN

SHEET NUMBER

ES1.0

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EXISTING TREE LEGEND

	BOTANICAL NAME	COMMON NAME	HGT./CALIPER	ACTION
1	PLATANUS ACERIFOLIA	LONDON PLANE TREE	8"	REMAIN
2	PLATANUS ACERIFOLIA	LONDON PLANE TREE	7"	REMAIN
3	PLATANUS ACERIFOLIA	LONDON PLANE TREE	7"	REMAIN
4	PLATANUS ACERIFOLIA	LONDON PLANE TREE	5"	REMAIN
5	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
6	PLATANUS ACERIFOLIA	LONDON PLANE TREE	8"	REMOVE
7	PLATANUS ACERIFOLIA	LONDON PLANE TREE	4",5",6",6",5",6"	REMOVE
8	PLATANUS ACERIFOLIA	LONDON PLANE TREE	7"	REMOVE
9	PLATANUS ACERIFOLIA	LONDON PLANE TREE	7"	REMOVE
10	PLATANUS ACERIFOLIA	LONDON PLANE TREE	9"	REMOVE
11	PLATANUS ACERIFOLIA	LONDON PLANE TREE	8"	REMOVE
12	PLATANUS ACERIFOLIA	LONDON PLANE TREE	11.5"	REMOVE
13	PLATANUS ACERIFOLIA	LONDON PLANE TREE	9"	REMOVE
14	PLATANUS ACERIFOLIA	LONDON PLANE TREE	13"	REMOVE
15	PLATANUS ACERIFOLIA	LONDON PLANE TREE	16"	REMOVE
16	QUERCUS AGRIFOLIA	COAST LIVE OAK	24"	REMOVE
17	PALM	PALM	4"	REMOVE
18	PALM	PALM	5"	REMOVE
19	PALM	PALM	6"	REMOVE
20	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
21	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
22	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
23	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
24	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
25	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
26	PLATANUS ACERIFOLIA	LONDON PLANE TREE	16"	REMOVE
27	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
28	PLATANUS ACERIFOLIA	LONDON PLANE TREE	6"	REMOVE
29	PLATANUS ACERIFOLIA	LONDON PLANE TREE	11"	REMOVE
30	ACER PALMATUM	JAPANESE MAPLE	3",3",3",6",4"	REMOVE
31	PLATANUS ACERIFOLIA	LONDON PLANE TREE	12"	REMOVE
32	PLATANUS ACERIFOLIA	LONDON PLANE TREE	10"	REMOVE
33	QUERCUS AGRIFOLIA	COAST LIVE OAK	19"	REMOVE
34	QUERCUS AGRIFOLIA	COAST LIVE OAK	24"	REMAIN
35	QUERCUS AGRIFOLIA	COAST LIVE OAK	28"	REMAIN
36	PLATANUS ACERIFOLIA	LONDON PLANE TREE	18"	REMOVE
37	PYRUS KAWAKAMII	EVERGREEN PEAR	30"	REMOVE
38	PYRUS KAWAKAMII	EVERGREEN PEAR	11"	REMOVE
39	PYRUS KAWAKAMII	EVERGREEN PEAR	4",4",2"	REMOVE
40	OLEA EUROPAEA 'WILSONII'	FRUITLESS OLIVE	4",4",4",4",4",3"	REMAIN
41	OLEA EUROPAEA 'WILSONII'	FRUITLESS OLIVE	3"	REMOVE
42	PYRUS KAWAKAMII	EVERGREEN PEAR	6"	REMOVE

ORDINANCE TREES TO BE REMOVED:
INDIGENOUS 4
NON-INDIGENOUS 0
ORDINANCE TREES TO REMAIN 2

PLANTING NOTES

1. CONTRACTOR IS TO REVIEW PLANS, VERIFY SITE CONDITIONS AND PLANT QUANTITIES PRIOR TO INSTALLATION. CONFLICTS BETWEEN THE SITE AND THESE PLANS OR WITHIN THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO LANDSCAPE INSTALLATION. ANY DEVIATIONS) FROM THE PLANS OR SPECIFICATIONS IS TO HAVE WRITTEN APPROVAL.
2. ALL PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "AMERICAN NURSERY AND LANDSCAPE ASSOCIATION" STANDARDS. WWW.ANLA.ORG
3. LANDSCAPE ARCHITECT SHALL APPROVE PLANT MATERIAL PLACEMENT BY CONTRACTOR PRIOR TO INSTALLATION.
4. CONTRACTOR TO INCLUDE IN HIS BID THE REPAIR OF ANY AND ALL DAMAGE RESULTING FROM INSTALLATION OF PLANTING ITEMS. CONNECT TO EXISTING CONDITIONS.
5. PERIMETER OF ALL RAISED PLANTERS TO HAVE A ROOT BARRIER TO REDIRECT ROOT GROWTH PER MANUFACTURER'S SPECIFICATIONS.
6. FINISH GRADE TO BE 3" BELOW TOP OF CURB OR SIDEWALK FOR PLANTING AREAS.
7. FERTILIZER FOR ALL PLANTING AREAS SHALL BE AS SPECIFIED WITHIN THE SOILS REPORT.
8. FOR LANDSCAPE INSTALLATIONS, COMPOST AT A RATE OF A MINIMUM OF FOUR (4) CUBIC YARDS PER ONE THOUSAND SQUARE FEET OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF SIX INCHES INTO THE SOIL.
9. ALL PLANTING AND IRRIGATION ON THIS PROJECT TO MEET OR EXCEED CITY LANDSCAPE GUIDELINES, STANDARDS AND AGENCY REQUIREMENTS.
10. ALL PLANTER AREAS SHALL BE TOP DRESSED WITH 3" MINIMUM RECYCLED REDWOOD BARK MULCH COVER.
11. ALL PLANTING AREAS SHALL BE IRRIGATED WITH SUB-GRADE BUBBLERS FOR TREES AND DRIPLINE OR DRIP EMITTERS FOR SHRUBS/GROUND COVERS. CONNECTED TO AUTOMATIC REMOTE CONTROL VALVES (SEPARATE VALVES FOR TREES AND DRIP IRRIGATION) AND TIED INTO AN AUTOMATIC IRRIGATION "SMART" CONTROLLER WITH RAIN SENSOR DEVICE.
12. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTED AREAS BY MEANS OF CONTINUOUS WATERING, PRUNING, RAISING TREE BALLS WHICH SETTLE BELOW GRADE, FERTILIZING, APPLICATION OF SPRAYS WHICH ARE NECESSARY TO KEEP THE PLANTINGS FREE OF INSECTS AND DISEASES, WEEDING, AND/OR OTHER OPERATIONS NECESSARY FOR PROPER CARE AND UPKEEP. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN ALL PLANTINGS AS SPECIFIED ABOVE FOR A PERIOD OF NINETY (90) DAYS.
13. ALL PLANTER BEDS TO BE AMENDED WITH SOIL PREPARATION PER SPECIFICATIONS. NO DEVIATIONS ARE ALLOWED.
14. ALL PLANTING TO BE IRRIGATED WITH POTABLE WATER (NO RECYCLED WATER IS AVAILABLE FOR THIS SITE).
15. SUBSEQUENT TO MASS GRADING ON SITE AND PRIOR TO PLANTING, THE CONTRACTOR SHALL SUBMIT A SOIL SAMPLE TO A CERTIFIED SOILS LABORATORY FOR A SOIL ANALYSIS REPORT AND ADHERE TO ALL RECOMMENDATIONS OF THE SOILS LABORATORY.

REQUIRED CITY SOIL AMENDMENT NOTES

PRIOR TO THE PLANTING OF ANY MATERIALS, COMPACTED SOILS SHALL BE TRANSFORMED TO A FRIABLE CONDITION. ON ENGINEERED SLOPES, ONLY AMENDED PLANTING HOLES NEED MEET THIS REQUIREMENT.

SOIL AMENDMENTS SHALL BE INCORPORATED ACCORDING TO RECOMMENDATIONS OF THE SOIL REPORT AND WHAT IS APPROPRIATE FOR THE PLANTS SELECTED.

FOR LANDSCAPE INSTALLATIONS, COMPOST AT A RATE OF A MINIMUM OF FOUR CUBIC YARDS PER ONE THOUSAND SQUARE FEET OF PERMEABLE AREA SHALL BE INCORPORATED TO A DEPTH OF SIX INCHES INTO THE SOIL. SOILS WITH GREATER THAN SIX PERCENT ORGANIC MATTER IN THE TOP SIX INCHES OF SOIL ARE EXCEMPT FROM ADDING COMPOST AND TILLING.

A MINIMUM THREE-INCH LAYER OF MULCH SHALL BE APPLIED ON ALL EXPOSED SOIL SURFACES OF PLANTING AREAS EXCEPT IN TURF AREAS, CREEPING OR ROOTING GROUNDCOVERS, OR DIRECT SEEDING APPLICATIONS WHERE MULCH IS CONTRAINDICATED. TO PROVIDE HABITAT FOR BENEFICIAL INSECTS AND OTHER WILDLIFE, UP TO FIVE PERCENT OF THE LANDSCAPE AREA MAY BE LEFT WITHOUT MULCH. DESIGNATED INSECT HABITAT MUST BE INCLUDED IN THE LANDSCAPE DESIGN PLAN AS SUCH.

STABILIZING MULCHING PRODUCTS SHALL BE USED ON SLOPES THAT MEET CURRENT ENGINEERING STANDARDS.

THE MULCHING PORTION OF THE SEED/MULCH SLURRY IN HYDRO-SEEDED APPLICATIONS SHALL MEET THE MULCHING REQUIREMENT.

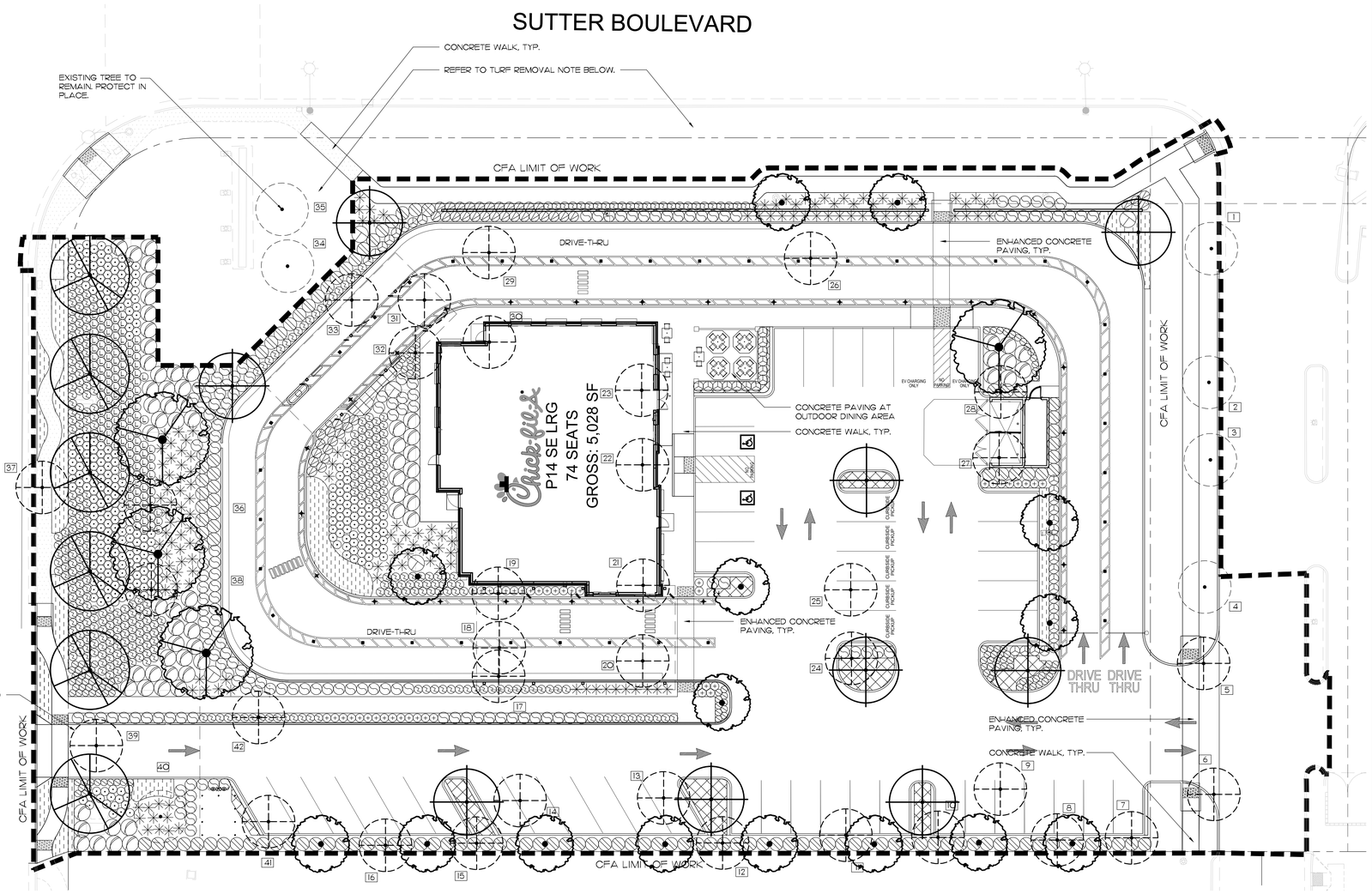
ORGANIC MULCH MATERIALS MADE FROM RECYCLED OR POST-CONSUMER SHALL TAKE PRECEDENCE OVER INORGANIC MATERIALS OR VIRGIN FOREST PRODUCTS UNLESS THE RECYCLED POST-CONSUMER ORGANIC PRODUCTS ARE NOT LOCALLY AVAILABLE. ORGANIC MULCHES ARE NOT REQUIRED WHERE PROHIBITED BY LOCAL FUEL MODIFICATION PLAN GUIDELINES OR OTHER APPLICABLE LOCAL ORDINANCES. (THE USE OF BARK MULCH, GORILLA MULCH, SHREDDED CEDAR ARE STRONGLY DISCOURAGED AND SHOULD NOT BE USED IN ANY PROJECT.)

UNDERGROUND SERVICE ALERT

CALL: TOLL FREE
1-800
227-2600

TWO WORKING DAYS BEFORE YOU DIG

"CAUTION": REMEMBER THAT THE USA CENTER NOTIFIES ONLY THOSE UTILITIES BELONGING TO THE CENTER. THERE COULD BE OTHER UTILITIES PRESENT AT THE WORK SITE. THE CENTER WILL INFORM YOU OF WHOM THEY WILL NOTIFY.



PLANTING PLAN

SCALE: 1" = 16'-0"

PLANTING LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY.	REMARKS	WUCOLS IV REGION I
	TREES					
	LAGERSTROEMIA X 'MUSKOGEE'	CRAPE MYRTLE	24" BOX	12	STANDARD DECIDUOUS	LOW
	OLEA EUROPAEA 'SWAN HILL'	FRUITLESS OLIVE	36" BOX	9	MULTI-TRUNK DECIDUOUS	LOW
	QUERCUS AGRIFOLIA	COAST LIVE OAK	36" BOX	4	STANDARD EVERGREEN	LOW
	ULMUS PARVIFOLIA	EVERGREEN ELM	24" BOX	6	STANDARD EVERGREEN	LOW
	TYP. EXISTING TREE TO BE REMOVED (35 TOTAL), SEE LISTING THIS SHEET.					
	TYP. EXISTING TREE TO REMAIN (7 TOTAL), SEE LISTING THIS SHEET.					
	SHRUBS					
	CHONDROPETALUM TECTORUM	SMALL CAPE RUSH	5 GAL.	369	2'-6" O.C.	LOW
	DESCHAMPSIA CAESPITOSA	TUFTED REEDGRASS	5 GAL.	307	2'-6" O.C.	LOW
	HELICTOTRICHON SEMPERVIRENS	BLUE OAT GRASS	5 GAL.	115	2'-0" O.C.	LOW
	LEYMUS CONDENSATUS 'CANYON PRINCE'	CANYON PRINCE WILD RYE	5 GAL.	146	2'-6" O.C.	LOW
	LOMANDRA LONGIFOLIA 'BREEZE'	DWARF MAT RUSH	5 GAL.	43	2'-6" O.C.	LOW
	MUHLENBERGIA CAPILLARIS 'REGAL MIST'	PINK MUHLY	5 GAL.	146	3'-6" O.C.	LOW
	OLEA EUROPAEA 'LITTLE OLLIE'	DWARF OLIVE	5 GAL.	124	3'-6" O.C.	LOW
	PENNISETUM ALOPECUROIDES 'HAMELN'	FOUNTAIN GRASS	5 GAL.	45	3'-0" O.C.	LOW
	PEROVSKIA ATRIPLICIFOLIA 'BLUE SPIRE'	RUSSIAN SAGE	5 GAL.	149	3'-6" O.C.	LOW
	PHORMIUM 'PLATTS BLACK'	NEW ZEALAND FLAX	5 GAL.	43	3'-0" O.C.	LOW
	SALVIA CLEVELANDII	CLEVELAND SAGE	5 GAL.	71	5'-0" O.C.	LOW
	YUCCA WHIPPLEI	OUR LORD'S CANDLE	15 GAL.	5	AS SHOWN	LOW
	GROUNDCOVERS					
	FESTUCA GLAUCA 'ELIJAH BLUE'	BLUE FESCUE	1 GAL.	1,234 S.F.	2'-0" O.C.	LOW
	SANTOLINA VIRENS	GREEN LAVENDER COTTON	1 GAL.	1,852 S.F.	2'-0" O.C.	LOW

REQUIRED CITY NOTES:

THIS IS A NEW PROJECT TO BE PRIVATELY MAINTAINED.

WATER SUPPLY TO BE POTABLE WATER. CITY OF MORGAN HILL WATER DIVISION IS THE WATER PURVEYOR.

THE DEVELOPER WILL SUBMIT RECEIPTS AND/OR INVOICES FOR ALL COMPOST AND MULCH PURCHASES TO ENVIRONMENTAL SERVICES DIVISION AFTER FINAL CONSTRUCTION AND HAVE THIS STATEMENT SIGNED BY THE OWNER/DEVELOPER.

OWNER/DEVELOPER DATE

FOR BUILDING - NEEDS TO BE SIGNED BY OWER

TURF REMOVAL NOTE:

WILL COMPLY WITH LETTER RECEIVED FROM THE CITY OF MORGAN HILL DATED JUNE 9TH. THE FINAL LANDSCAPING DESIGN PLANS WILL INCLUDE ALL PARTS OF THE PROPERTY AND ENSURE THAT THE WHOLE PROPERTY IS IN COMPLIANCE WITH ALL SECTIONS OF 18.64 AND 18.148 OF THE MUNICIPAL CODE.

LANDSCAPE CALCULATIONS

SHRUB AND GROUNDCOVER AREA:	20,108 S.F.
BIO-RETENTION BASINS	2,295 S.F.
TURF AREA:	0 S.F.
TOTAL LANDSCAPE AREA:	22,403 S.F.

COMPLIANCE STATEMENT:

I HAVE COMPLIED WITH THE CRITERIA OF THE ORDINANCE AND APPLIED THEM FOR THE EFFICIENT USE OF WATER IN THE LANDSCAPE DESIGN PLAN.

ROBERT A. GARCIA 8-8-2023
ROBERT A. GARCIA DATE

COMPLIANCE STATEMENT:

I AGREE TO COMPLY WITH THE REQUIREMENTS OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND SUBMIT A COMPLIETE LANDSCAPE DOCUMENTATION PACKAGE.

ROBERT A. GARCIA 8-8-2023
ROBERT A. GARCIA DATE

APPLICANT STATEMENT:

AFTER INSTALLATION OF LANDSCAPING ON PROPERTY, I AGREE TO HAVE AN IRRIGATION AUDIT, LANDSCAPE AUDIT, IRRIGATION SCHEDULE, AND MAINTENANCE SCHEDULE CONDUCTED BY A CERTIFIED IRRIGATION AUDITOR AND SUBMIT IT TO THE CITY FOR FINAL PROJECT SIGN OFF.

APPLICANT SIGNAGUTRE 8-8-2023
APPLICANT SIGNAGUTRE DATE

GRAPHIC SCALE
16 0 8 16 32 64
(IN FEET)
1 inch = 16 ft.

Chick-fil-A
5200 Buffington Road
Atlanta, Georgia
30349-2998

hourian associates, inc.
landscape architecture + design
san clemente | santa barbara, california
o: 949.489.5623 f: 858.810.0335

ROBERT A. GARCIA
PLANNED LANDSCAPE ARCHITECT
Expires
05/31/24
Renewal Date
8/8/2023
Date
STATE OF CALIFORNIA

CHICK-FIL-A

COCHRANE ROAD AND SUTTER BLVD.
MORGAN HILL, CALIFORNIA 95037

FSR #05180

BUILDING TYPE / SIZE: P14 SE LRG
RELEASE: 21.11
PRINTED FOR: REVIEW

PROJECT STATUS

REVISION SCHEDULE

NO.	DATE	DESCRIPTION

PERMIT

CONSULTANT PROJECT #
DATE 8-8-2023
DRAWN BY NH/mdm

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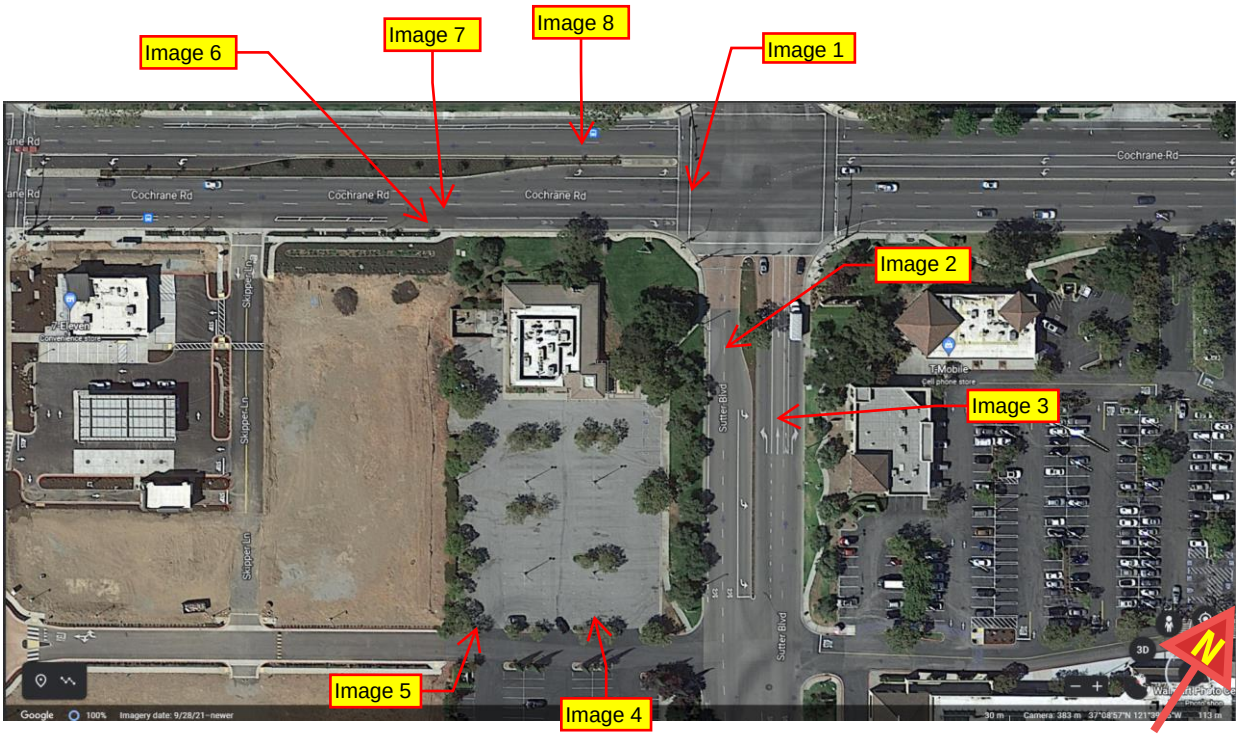
SHEET
PLANTING PLAN

SHEET NUMBER
L1.0



Aerial Image with Photo Index

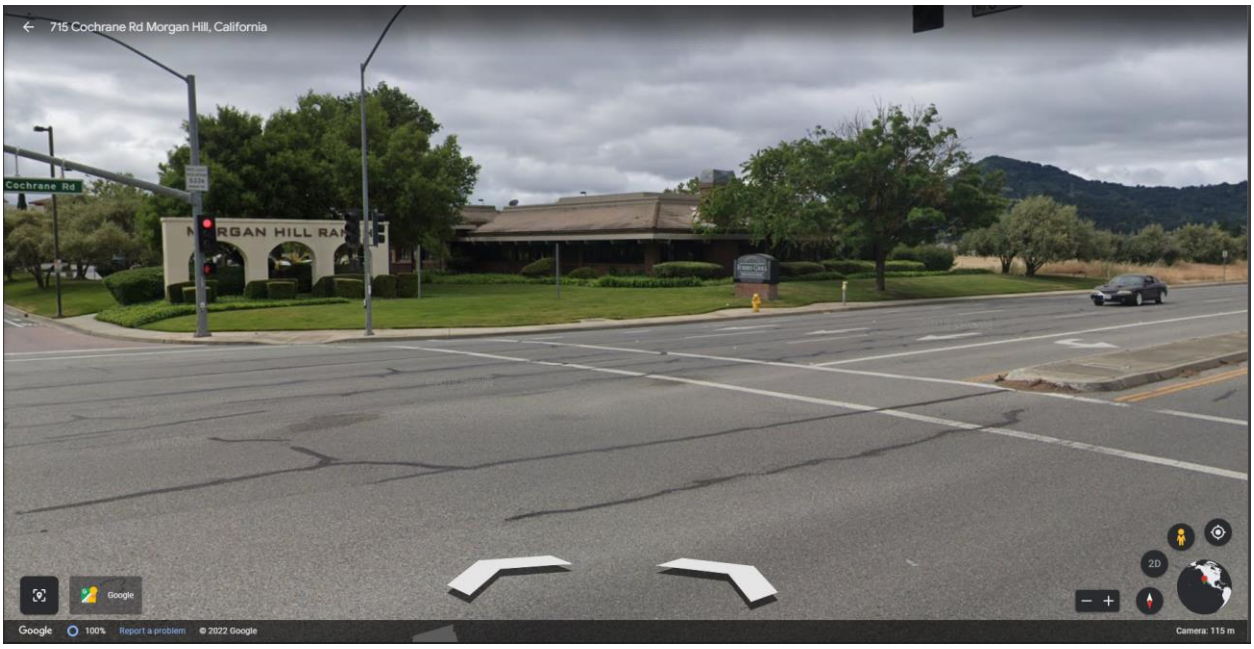


Image 1: Looking due south from the intersection of Cochrane Rd and Sutter Blvd.

Image 2: Looking West (slightly northwest) from standing in Sutter Blvd.

Image 3: Eastern property line from NB Sutter Blvd

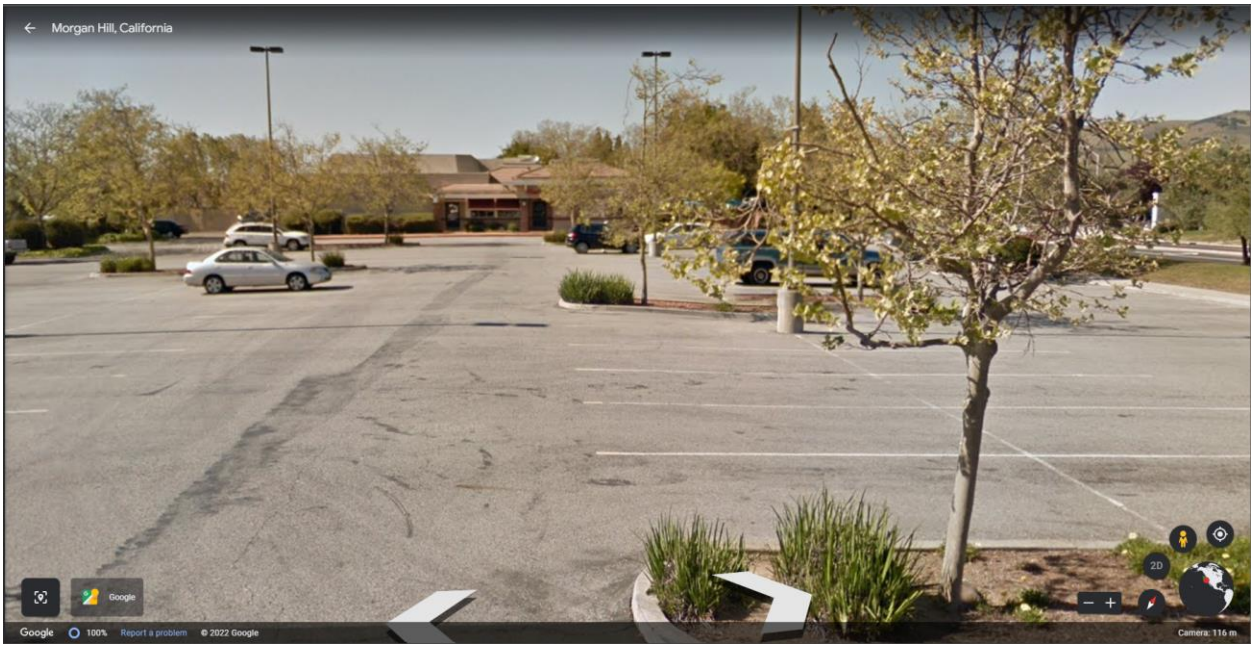


Image 4: Looking Northwest at the entrance to the parking lot from the drive access off Sutter Blvd.

Image 5: Looking down the western property line.

Image 6: Looking south from Cochrane Rd Eastbound.

Image 7: Looking at the western property line from Cochrane Rd.

Image 8: View looking south from the bus stop on Cochrane Rd West bound

From: Rich Buikema
To: Jenna Luna
Cc: Jennifer Carman
Subject: FW: [EXTERNAL] FW: Issues with Chick-fil-A project
Date: Monday, August 21, 2023 2:00:13 PM

Additional email for packet.

From: Joanne Conca [redacted]
Sent: Tuesday, June 20, 2023 5:28 PM
To: 'Rich Buikema' <Rich.Buikema@morganhill.ca.gov>
Cc: 'David Conca' [redacted]
Subject: RE: Issues with Chick-fil-A project

Hi Rich,

Thank you again for sharing this with us. I understand the City is not taking a position on what is a dispute between the two property owners regarding the use of the easement. However, I think I should state for the record, I do not agree with the statement from Miller Starr Regalia in the memorandum in section D. I did not sign an estoppel certificate intending to represent that any kind of future use, such as the use by Chick-fil-A, would be consistent with grant of easement. I was signing that estoppel certificate confirming what I knew about the existence of the easement agreement and amendments and any amounts owed. There was no explicit statement in the estoppel certificate indicating that I was agreeing that a certain usage, such a restaurant with a drive through, was consistent with the easement agreement. Elizabeth Satterthwaite, an attorney representing BAT Limited Partnership, contacted me in October requesting that I sign the estoppel certificate; and she made no indication that I needed to have information about the plans for the project before signing the estoppel certificate. When I asked her for plans or for a contact person familiar with the project, she responded by asking that I sign and send the estoppel certificate while she tried to obtain the plans to send to me. She insisted that I needed to sign the estoppel certificate right away and gave me the impression that the Chick-Fil-A plans were not necessary for me to agree to what was in the estoppel certificate anyway. When I mailed the estoppel certificate to Chick-Fil-A's legal department, I included a cover letter that expressed that I had concerns about their project, in particular regarding ingress and egress to the lot. I also asked that someone from Chick-Fil-A contact me. (I received no response from that letter.) Additionally, I asked Elizabeth Satterthwaite to provide me with a contact person from Chick-Fil-A, as well. I eventually received a name but I never received the contact information, which I requested more than once. As you can see, I made an effort to reach out to Chick-Fil-A with my concerns.

Thank you,

Joanne Conca
[redacted]

From: Rich Buikema <Rich.Buikema@morganhill.ca.gov>
Sent: Friday, June 16, 2023 2:33 PM
To: Joanne Conca <[redacted]
Cc: David Conca [redacted]
Subject: RE: Issues with Chick-fil-A project

Hello Joanne-

Attached for your information is a Memorandum to the City of Morgan Hill from the attorney representing Chick-fil-A in response to the concerns raised in your email to the City below.

The City is not taking a position on what is a legal dispute between the two property owners regarding the use of the easement. The pending Conditional Use Permit and Design Permit applications have not been scheduled for a Planning Commission hearing as we are awaiting the completion of the CEQA initial study and related technical reports. Let me know if you have any questions. Thanks

Rich Buikema
City of Morgan Hill

From: Joanne Conca [redacted]
Sent: Thursday, February 9, 2023 2:12 PM
To: Rich Buikema <Rich.Buikema@morganhill.ca.gov>
Cc: David Conca [redacted]
Subject: RE: Issues with Chick-fil-A project

Hi Rich,

Thank you for taking the time to talk with my husband, David Conca, a couple weeks ago about the review process for the proposed Chick-fil-A project at 18599 Sutter Blvd. ("subject property"). We are the owners of the office property at 18525 Sutter Blvd. which is adjacent to the subject property and directly Southeast of it.

We ask that the City of Morgan Hill **not** permit the conditional use permit of the subject property that would allow a drive-through. Please share our concerns about this project with the city planners and those reviewing the proposal.

1. Our property shares a driveway with the subject property to enter and exit both of our properties from Sutter Blvd. Currently there is often a long wait to turn left onto Sutter Blvd. while exiting our property in order to yield to street traffic and other vehicles and pedestrians exiting the Cochrane Plaza driveway across the street. If there is a business

with a busy drive-through on the subject property, we're concerned that traffic will back up on our driveway from two sources: 1) increased number of cars waiting to turn left onto Sutter Blvd. and 2) the potential overflow of the drive-though queue which would overflow into the driveway.

2. We're concerned that a significant amount of Chick-Fil-A traffic will enter our property from Jarvis Dr. and cut across our parking lot in order to access the subject property and avoid a stop sign at Jarvis and Sutter. We do have another entrance onto our property from Jarvis Dr; and we have found that many vehicles driving from Butterfield Blvd. via Jarvis Dr. cut across our property using our Jarvis entrance to avoid the stop sign at Jarvis Dr. and Sutter Blvd. to get to Cochrane Rd. We also see vehicles cut across our lot using the reverse route from Sutter Blvd. to Jarvis Dr. as a short cut. We see this happen daily. It is the path of least resistance where vehicles can avoid a stop sign and avoid speed bumps on the neighboring property.
3. Currently ingress and egress access to the subject property is solely through an easement. There is a reciprocal easement agreement with our property, and the property to the West of our two properties. Under the "Grant of Reciprocal Easements" originally recorded on Jun 16, 1989 and subsequently amended on two occasions, "*The Access Easement may be used only for pedestrian and vehicular traffic of the type and quantity reasonably necessary for the development and operation of retail/commercial center as contemplated by the parties' common plan.* ***No increase in the burden created by the Access Easement or change in the use of the Access Easement may be made without the written approval of the owner of the burdened parcel."*** Adding another driveway to the subject property on Cochrane Rd. may help ease the burden; but we would expect that there would still be significantly more traffic using the existing driveway than any traffic ever anticipated with the current use of the property as a sit-down restaurant.
4. The site plan seems to indicate that if there is an overflow of customers in the queue for the drive-through, then the overflow of vehicles will back into our driveway and onto our property and cause a traffic situation on our property. We believe that such a situation reduces the quiet enjoyment of our own property and the rights to ingress and egress through our own driveway. It directly impacts those people that work in our building and their medical patients and customers that need a safe parking lot to park and walk.
5. Our property's parking lot also experiences pedestrian traffic from the nearby office buildings especially at lunchtime on business days; and again we're concerned about safety issues that will arise if vehicle traffic increases through our parking lot.

Thanks for listening to our concerns. Please keep us posted on any developments.

All the best,

Joanne Conca
[redacted]

From: Rich Buikema <Rich.Buikema@morganhill.ca.gov>

Sent: Thursday, January 19, 2023 11:49 AM
To: David C Conca <[redacted]>
Subject: RE: Issues with Chick-fil-A project

Thanks David – The project is early in the review process and you will receive notification of any public hearings on the project. As discussed, below is a summary of the Scope of the Traffic Study that will be conducted for the project by Hexagon Transportation Consultants. Let us know if you have any questions or concerns.

Rich Buikema
City of Morgan Hill

The following specific tasks will be undertaken for the traffic operations analysis and incorporated into a full traffic study,

1. Site Reconnaissance and Existing Observations. The physical characteristics of the site and the surrounding
roadway network will be reviewed to identify existing roadway cross-sections, intersection lane configurations, traffic
control devices and surrounding land uses. Existing traffic conditions will be observed in the field to identify
any operational deficiencies and to confirm the accuracy of calculated levels of service.

2. Proposed Project Traffic Projections. Estimates of peak hour trips will be developed based on trip data of other
comparable Chick Fil A restaurants to be provided by the applicant. For comparison purposes, peak hour trips for the
project also will be estimated using the appropriate vehicular trip generation rates from the Institute of
Transportation Engineers (ITE) Trip Generation manual. The directional distribution of site-generated traffic will be
forecast based on existing travel patterns, relative locations of complementary land uses in the area and
information from previous traffic studies conducted for developments in the area. The site-generated traffic will be
added to the roadway network based on the directions of approach and departure discussed above.

3. Evaluation of Intersection Levels of Service. Intersection level of service calculations for the existing, existing plus
project and cumulative (The year 2030) conditions will be performed for the following eight intersections:
1. Cochrane Road and Monterey Road
2. Cochrane Road and Butterfield Boulevard
3. Cochrane Road and Sutter Boulevard
4. Cochrane Road and Woodview Avenue/Evergreen Village
5. Cochrane Road and Madrone Boulevard
6. Cochrane Road and US 101 Southbound Ramps
7. Cochrane Road and US 101 Northbound Ramps
8. Sutter Boulevard and Project Entrance (unsignalized)

The purpose of the level of service analysis is to identify the current operating conditions of the intersections and
evaluate whether the proposed project may have an adverse impact on intersection operations. Existing weekday
AM and PM peak-hour traffic volumes at the study intersections will be obtained, where available, from recent traffic
studies conducted in the area. New manual peak-hour turning movement counts will not be conducted due to the
effect of the current COVID-19 pandemic on traffic patterns.

5. Site Access Analysis. A site access and circulation review will be conducted to determine the adequacy of the
proposed site plan in accordance with generally accepted traffic engineering standards. This will include a
quantitative analysis of the anticipated traffic volumes at the proposed site driveways along Cochrane Road and
Sutter Boulevard, as well as a qualitative analysis of the proposed site circulation and parking layout. The review will
be based on the site's overall anticipated trip generation and consider the following: sight distance, vehicle queuing,
traffic control requirements, driveway location and alignment, and truck access and circulation.

6. On-Site Circulation and Drive-Through Operations Review. Vehicular queuing and service rate data at other
comparable Chick Fil A drive-throughs will be provided by the applicant. The drive-through data will be used to
determine the maximum projected queue length for the proposed site and compared with the

proposed storage
space within the drive-through to determine its adequacy as well as conformance with the City's standard
requirements for drive-throughs (Morgan Hill Code of Ordinances, Chapter 18.92.040 Drive-through facilities) in
terms of its setback from adjacent streets, vehicular storage, and overall site circulation.

7. Bicycle, Pedestrian, and Transit Facilities. A qualitative analysis of the project's effect on transit service in the
area and on bicycle and pedestrian circulation in the study area will be included in the report. The evaluation will
include a review to ensure that the proposed project does not prohibit the completion of planned bicycle and
pedestrian facilities.

From: David C Conca [redacted]
Sent: Thursday, January 19, 2023 10:47 AM
To: Rich Buikema <Rich.Buikema@morganhill.ca.gov>
Subject: Issues with Chick-fil-A project

Hi Rich,

It was nice speaking with you this morning about the Chick-fil-A project. I will fill my wife in on what we discussed and then next week we will get an email to you with our initial concern and how it will affect our property right next door.

Thanks.

Regards,

David C Conca
Chief Executive Manager
Strategic Equity Investments, LLC
[redacted]

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Disclaimer

CITY OF MORGAN HILL

UP2022-0007/SR2022-0024
SUTTER-CHICK-FIL-A

Concurrent Processing

Conditional Use Permit – UP2022-0007

Proposed Drive-through Use at this location

Design Permit – SR2022-0024

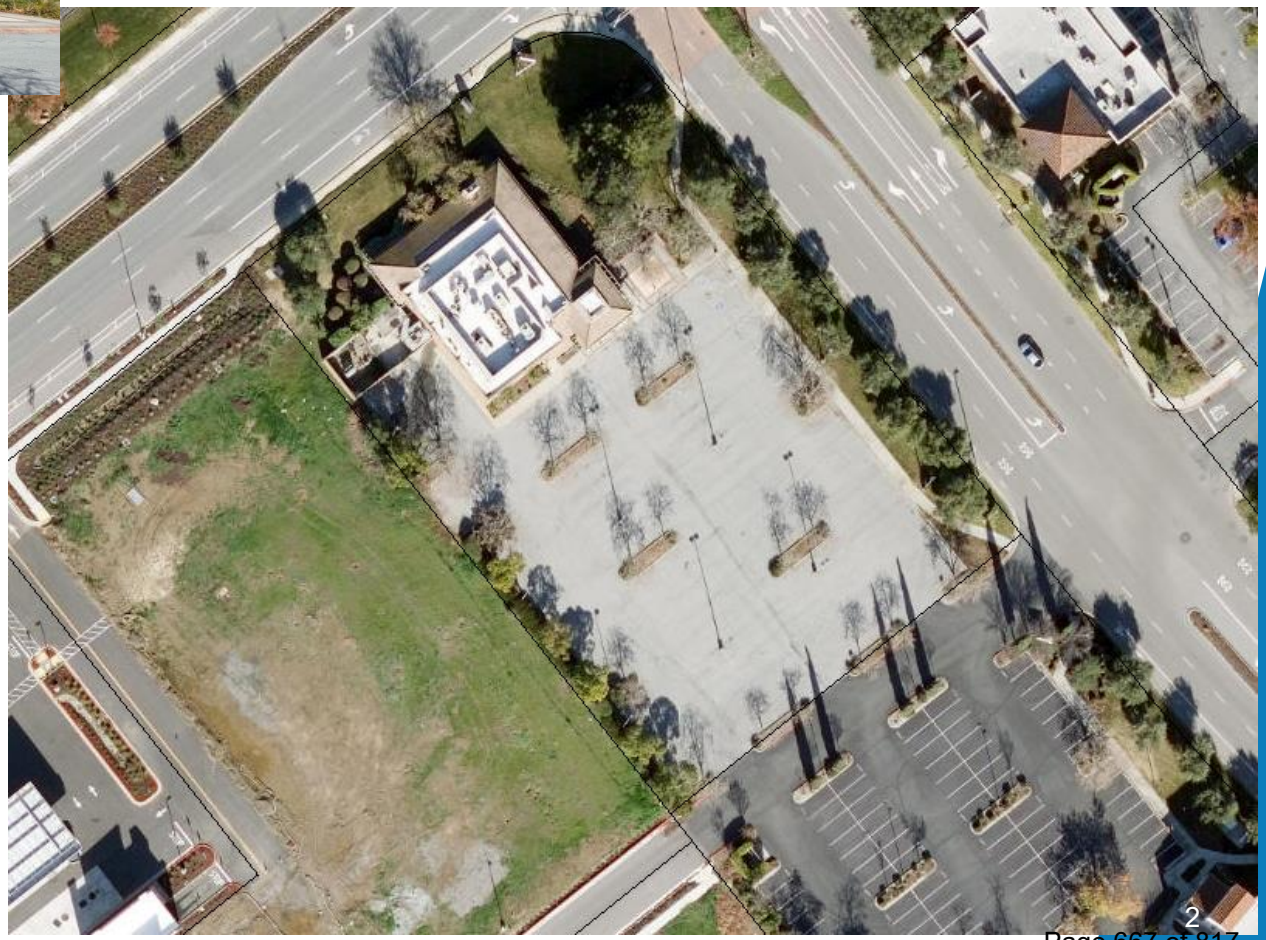
Proposed Site Plan and Building Design

Project Site

Existing Restaurant to be Demolished

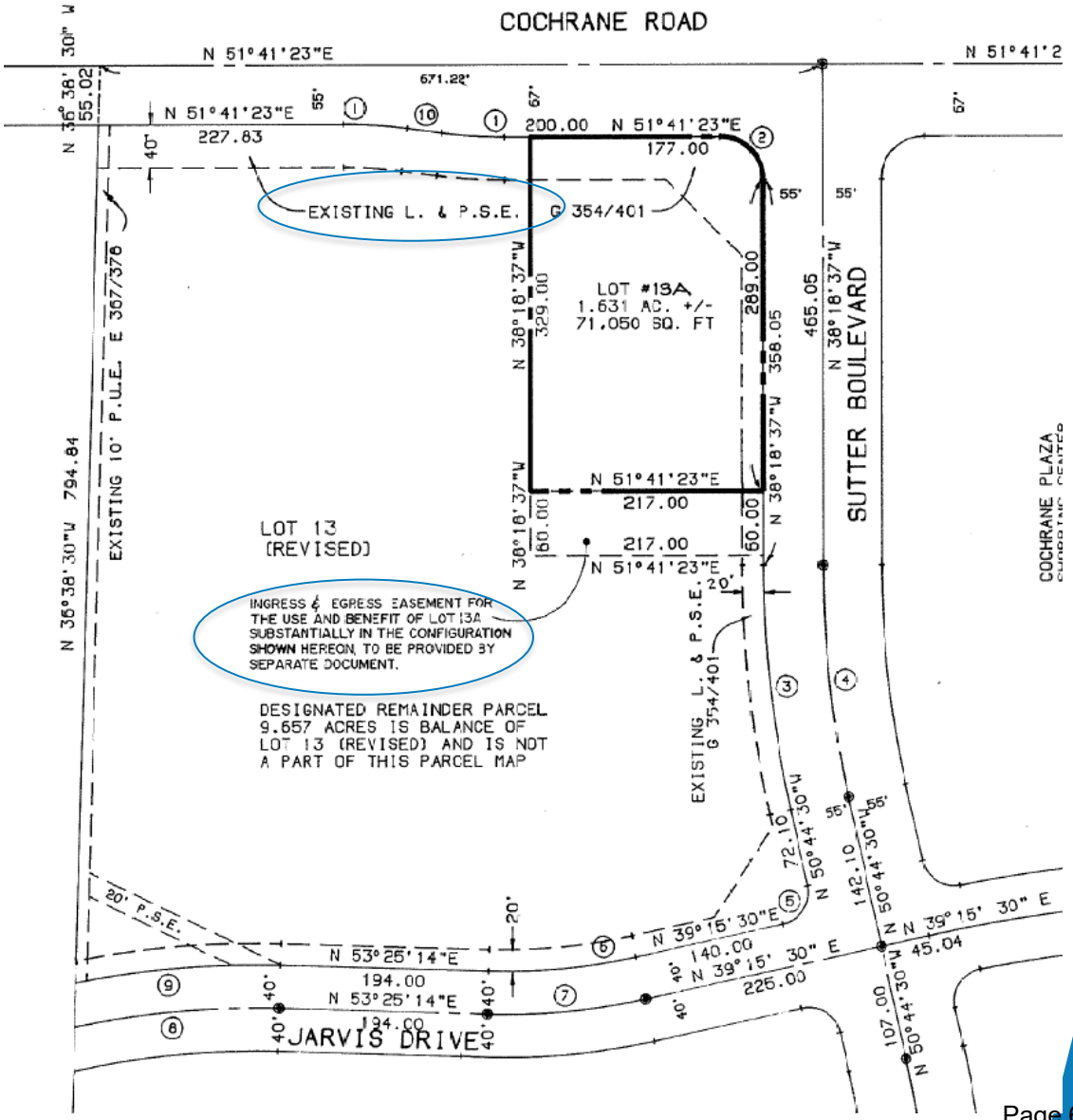
Project Site

- 1.83 Acres
- S/W corner of Cochrane Road and Sutter Blvd
- Existing 6,900 sq. ft restaurant building
- No direct street access
- Adjacent to Evergreen Village
- Opposite Cochrane Plaza (Walmart) on Sutter Blvd.



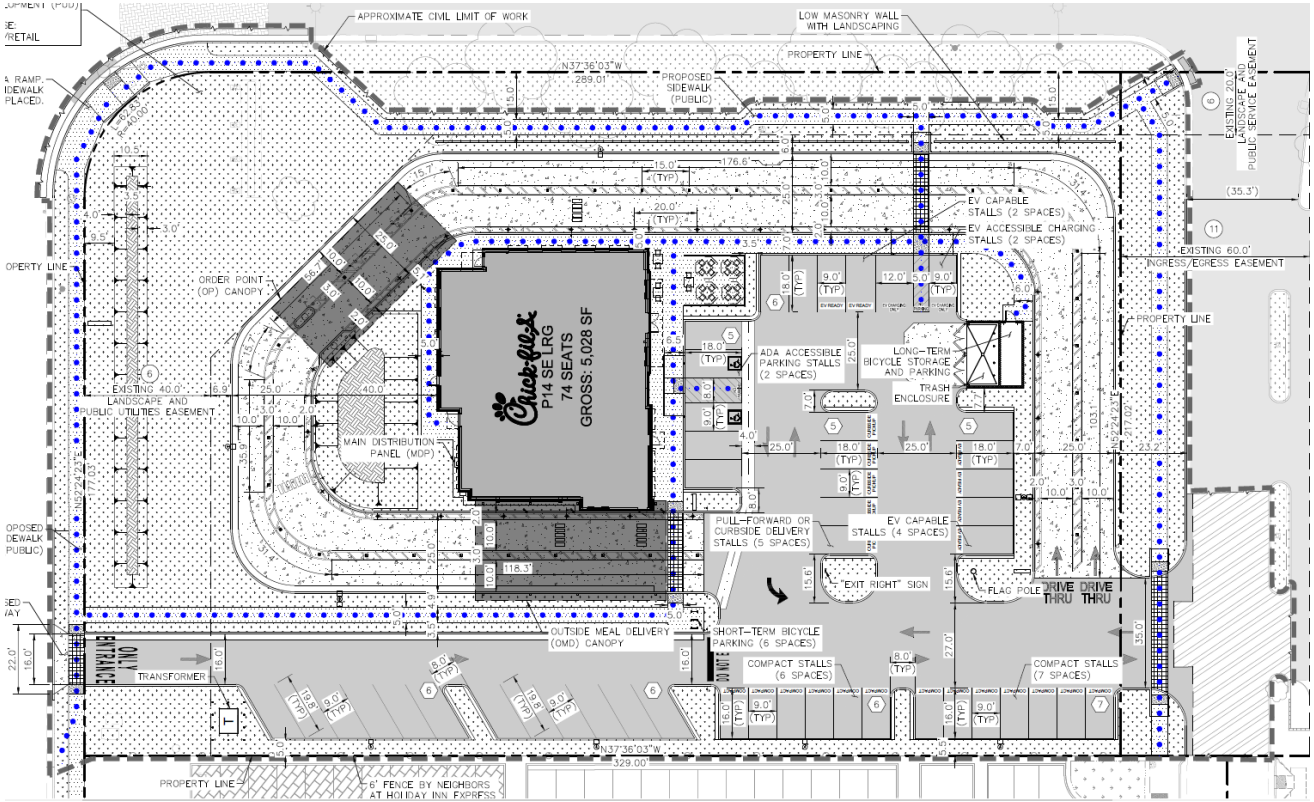
Project Site

- Landscape and Public Service Easement
  - 40’ on Cochrane Frontage
  - 20’ on Sutter Blvd
- Site Access through Easement



Proposed Site Plan

CITY OF MORGAN HILL

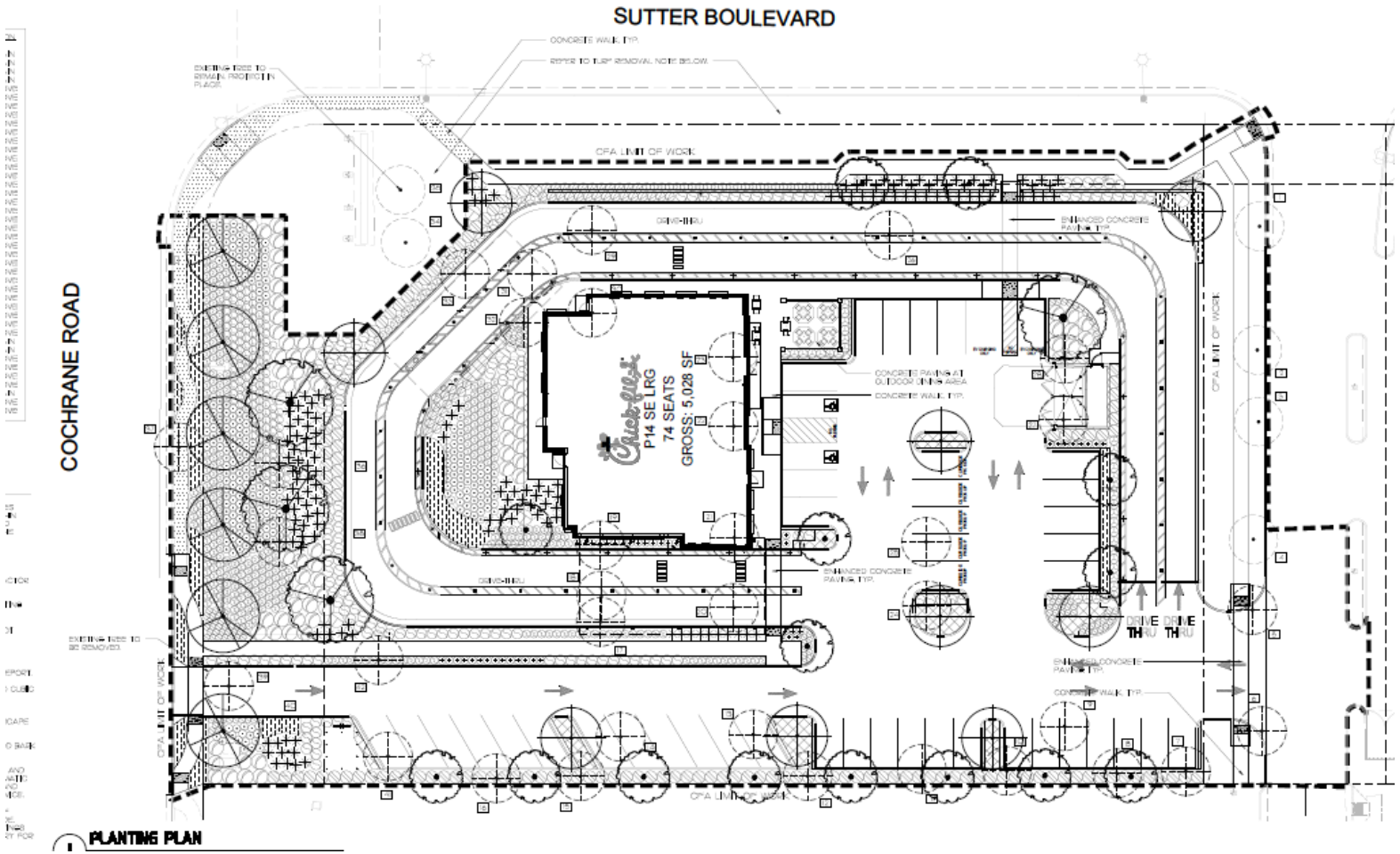


- 112 ‘ Setback on Cochrane Road
- 75’ Setback on Sutter Blvd
- 2 Drive-through lanes, 48 car capacity
- New entry driveway from Cochrane Road

- Site Accessed through Easement
- 5,028 Square Foot Building Canopy
- 46 Parking Stalls
- Sidewalk connecting to Evergreen Village

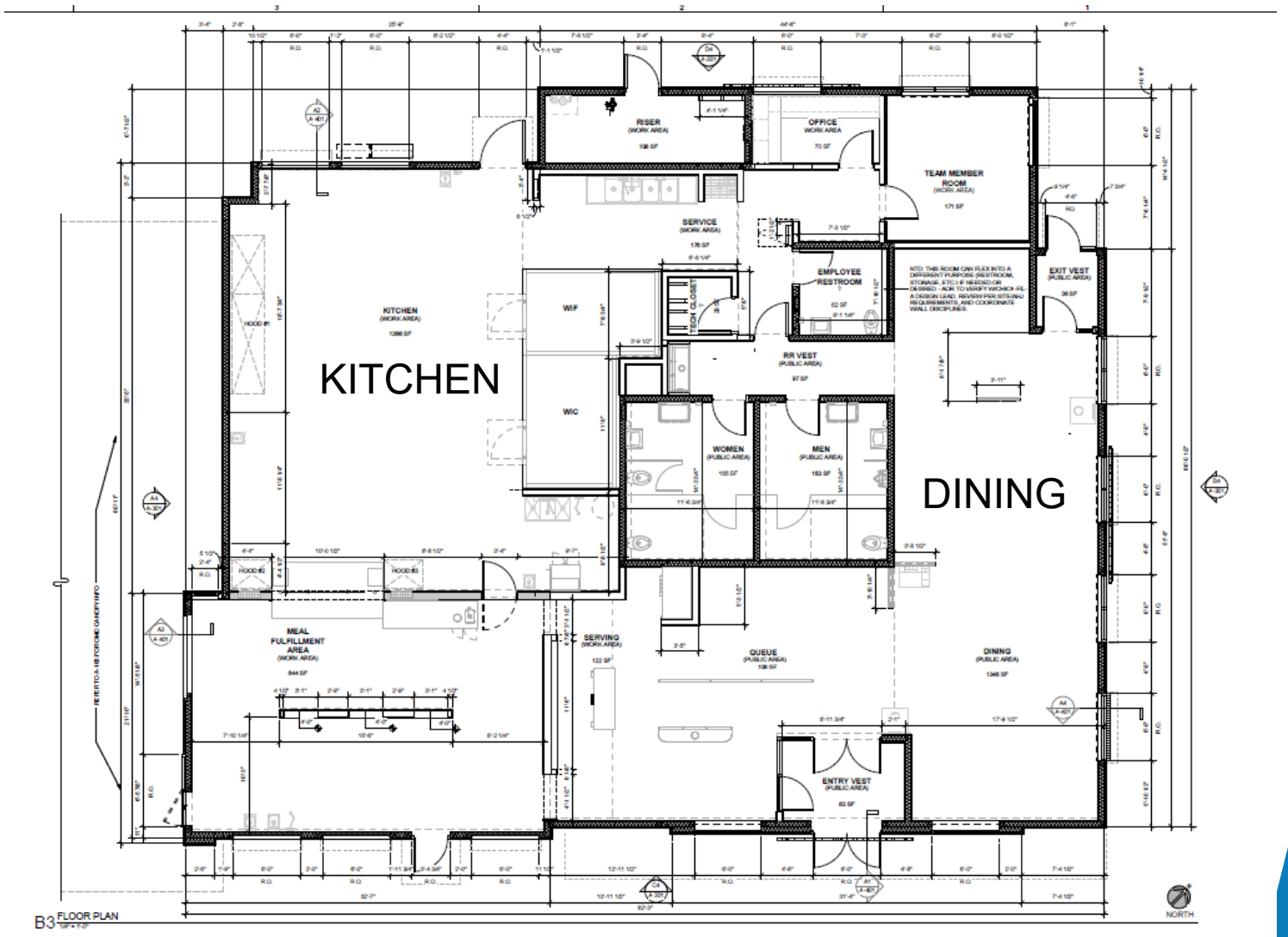
Proposed Landscape Plan

CITY OF MORGAN HILL



Proposed Floor Plan

CITY OF MORGAN HILL



Zoning

Morgan Hill Ranch Business Park PUD

Permitted Uses of the CG General Commercial District (as amended)

- Drive-through uses require a Conditional Use Permit

Development Standards Non-Manufacturing Business Designation of PUD

- Required Setbacks
  - 40-foot setback on Cochrane Road
  - 30-foot setback from Sutter Blvd

- Parking Requirement
  - 1 stall per 60 square feet of public accommodation (+ 1/250 of remaining gross floor area) = 46 stalls required

Zoning Conformance

CITY OF MORGAN HILL

Development Standards Non-Manufacturing Business Designation of PUD

Standard	Requirement (MHBD PUD)	Proposed	Consistent
Setbacks			
Front (Cochrane Rd.)	40'	112' (Bldg.) 60' (Canopy)	Yes
Front (Sutter Blvd)	30'	56'	Yes
Interior Side	0	75' (Bldg.) 50' (Canopy)	Yes
Max. Height	50'	23'-5"	Yes
Bldg. Coverage	50%	7.1%	Yes
Parking	1 per 60 feet of public accommodation (1,998 sq. ft.) plus one space for every 250 sq. ft. gross floor area remaining (3,030 sq. ft) (5,028 sq. ft. total) 46 stalls required	46 stalls provided	Yes

Proposed Building Design

Proposed Building Design

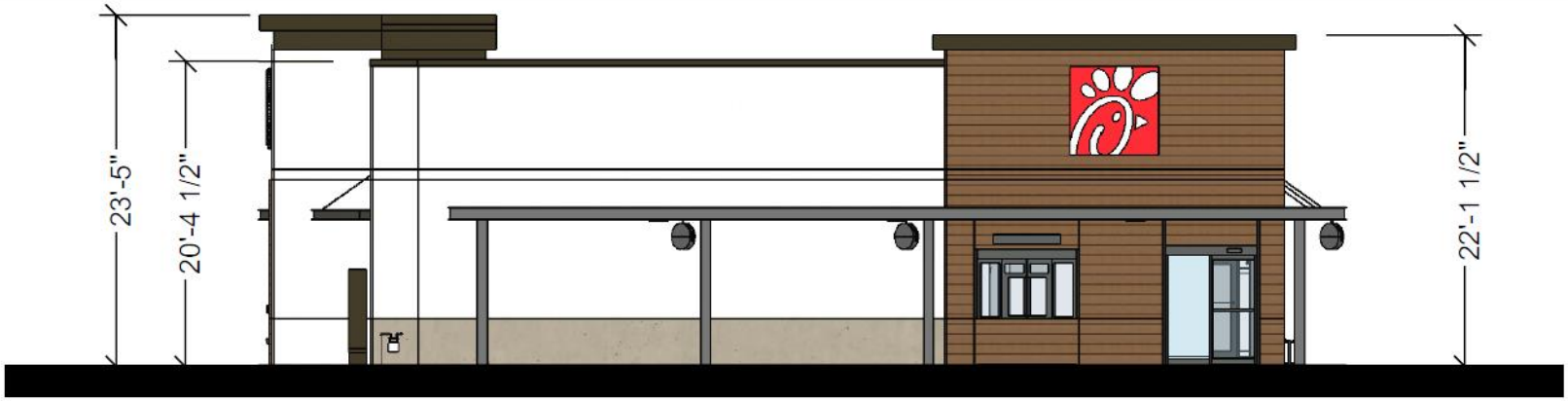
CITY OF MORGAN HILL

Proposed Building Design

CITY OF MORGAN HILL

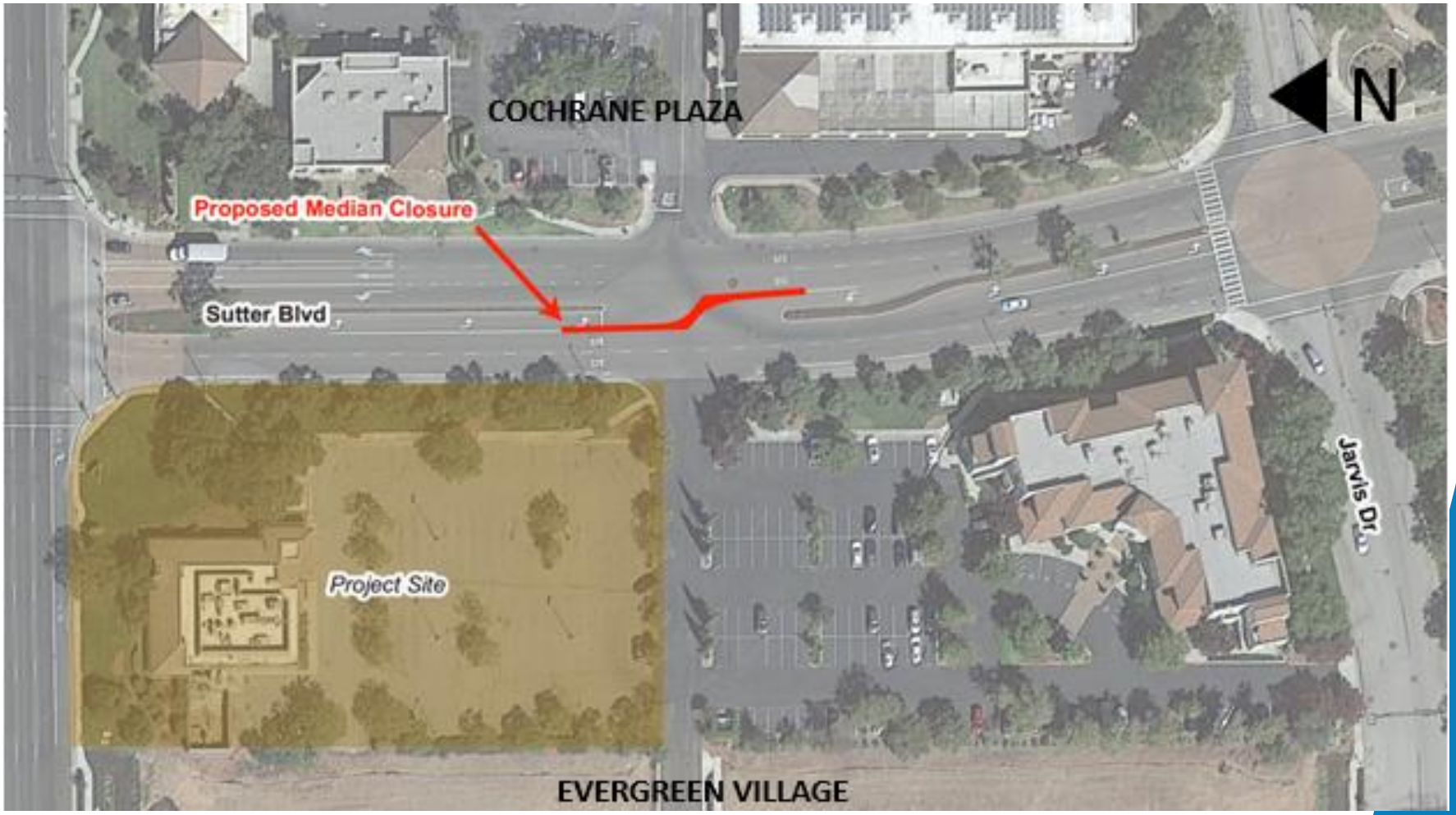
Sutter Blvd. Elevation

Proposed Building Design



Proposed Median Closure

CITY OF MORGAN HILL



CEQA Exemption

CITY OF MORGAN HILL

An Initial Study was prepared that supports a determination that the proposed project qualifies for an exemption under CEQA Guidelines Section 15332, Class 32 for infill developments that meet the following criteria:

1. The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

2. The proposed development is within the city limits on a project site of no more than five acres substantially surrounded by urban uses.

3. The project site has no value as habitat for endangered, rare, or threatened species.

4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

5. The site can be adequately served by all required utilities and public services.

Findings

Conditional Use Permit

- The proposed use is allowed in the applicable district.
- The proposed use is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.
- The site is suitable and adequate for the proposed use.
- The location size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the property.

Findings (continued)

CITY OF MORGAN HILL

Conditional Use Permit

- The proposed use will not be detrimental to the public health, safety, and welfare.
- The proposed use would not have a substantial adverse effect on traffic circulation and on the planned capacity of the street system.
- The proposed use is properly located within the city and adequately served by the existing a planned services and infrastructure.

Findings (continued)

CITY OF MORGAN HILL

Design Permit

a. 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.

b. The proposed project complies with all applicable provisions of the zoning code and municipal code.

c. The proposed project substantially complies with all applicable design standards and guidelines contained in the design review handbook.

d. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

e. 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.

f. The proposed project complies with all Design Review criteria in Subsection H of Section 18.108.040 of the municipal code.

Recommendations

- Open/close public hearing; and
- Adopt a Resolution approving a Conditional Use Permit for a drive through restaurant
- Adopt a Resolution approving a Design Permit

From: Rich Buikema
To: Jenna Luna
Subject: FW: [EXTERNAL] Comments Regarding Chick Fil A Project
Date: Monday, August 21, 2023 5:03:24 PM

From: Rich Buikema
Sent: Monday, August 21, 2023 5:02 PM
To: Joanne Conca <[redacted]>
Cc: David C Conca <[redacted]>
Subject: FW: [EXTERNAL] Comments Regarding Chick Fil A Project

Joanne - Below are the City staff's and traffic consultant's responses (in blue) to your questions and concerns. Thanks

Rich Buikema
City of Morgan Hill

From: Joanne Conca <[redacted]>
Sent: Monday, August 21, 2023 11:20 AM
To: Rich Buikema <Rich.Buikema@morganhill.ca.gov>
Cc: David Conca <[redacted]>
Subject: [EXTERNAL] Comments Regarding Chick Fil A Project

Hi Rich,

After review of the 18599 Sutter Blvd Chick-Fil-A Trip Generation and Operations Analysis by Hexagon Transportation Consultants (herein referred to as "Traffic Study"), the newer site plan for the Chick Fil A project, and the Planning Commission Staff Report, I do have some additional concerns, comments, and questions:

1. Thank you for supporting the Traffic Study's recommendation that the intersection at Sutter Blvd. and Cochrane Plaza intersection be improved by restricting left turns using a median gap along Sutter Blvd. I am still quite concerned about the backflow of cars exiting from the queue at Chick Fil A and thus blocking our parking lot. The Traffic Study did not address that cars may exit the queue at Chick Fil A at a faster rate than the rate at which cars can leave the driveway onto Sutter Blvd and Cochrane Plaza, even if the choice is right turn only.

   Conflicts at the subject driveway and delays for exiting vehicles will be reduced with the elimination of conflicting turn-movements with the median. Existing vehicles will

only conflict with southbound Sutter traffic flow. Vehicular queues along the drive aisle will be significantly reduced with the restriction of outbound left turns from the driveway.

I'm concerned that the "right turn only" solution may cause other traffic problems that may back up into the driveway at peak hours. Since a "right turn only" exit would provide no direct route to Cochrane, I would suspect that most drivers exiting Chick Fil A wanting to head back to Cochrane, would either cut through our parking lot to travel South to Jarvis or take a left out of the Chik Fil A exit and travel on the driveway to Sutter Blvd, turn right on Sutter Blvd, and then make a U-turn on the intersection of Jarvis and Sutter Blvd.

The described route through the adjacent parking lot does not provide a significantly shorter route of travel in terms of length or time. Vehicles bound for westbound and eastbound Cochrane can use Skipper Lane which provides a more direct route to Cochrane Road than the described parking lot cut-through route.

I predict potentially large backups of traffic on Sutter Blvd between the right turn from our driveway and the intersection at Jarvis and Sutter Blvd. since that intersection is an unsignalized, 4 way stop. Chick Fil A drivers are less likely to turn right when exiting Chick Fil A towards the Evergreen development because 1) this path is a longer distance to access Cochrane Rd. or Jarvis via Skipper Ln. and 2) this is a slower route due to the existence of a speed bump before Skipper Lane. This issue needs to be addressed; and the Traffic Study does not make clear that there was any analysis completed to consider the change in delays/traffic (LOS) at the intersection of Jarvis and Sutter if drivers were forced to turn right only at the driveway on Sutter and Cochrane Plaza. I would hope that the city could devise a better solution, if the city is going to approve the Chick Fil A Project.

The intersection of Jarvis/Sutter was not evaluated in the traffic operations analysis because the project would add less than 10 net new trips to the intersection. Previous studies indicated that the subject intersection met LOS standards and did not have traffic volumes that warranted signalization

2. How will the city prevent Chick Fil A visitors from using our parking lot as a "cut-through route" to/from Jarvis Dr? The Traffic Study points out that this is an issue and states, "the project should coordinate with the City to determine if closure of the drive aisle access to 18525 Sutter Blvd. directly across from the project site entrance would be feasible". I didn't see that this was addressed in the Planning Commission staff report. I would ask that some kind of solution to the "cut through" issue needs to be required as a condition of approving this project; and that solution should require the approval of the owners of the 18525 Sutter Blvd property. This is a safety issue for the pedestrians in the parking lot.

   The only way to stop the use of the parking lot as a cut-through route is to physically restrict access from the common drive aisle. One way of doing so would be to close access to the two western most parking lot aisles. Given that the described cut-through will likely be minimal according to the Traffic Demand and Operations Analysis, it is

not included as a condition of approval in the Conditional Use Permit.

3. I noticed that the Staff Report and the list of attachments referring to the project on the Planning Departments's website were missing any reference to the June 20, 2023 email I sent commenting on what was stated in the "Memorandum re Access Easement" from Basil S. Shiber. For the record, I ask that my email be included in the attachments for the Project review.

   This will be forwarded to the Planning Commision.

4. On the Staff Report, it is stated that "Resolution of the dispute will be required as a condition of approval, prior to issuing Building Permits". How is this condition communicated to and supported by the Building Department to ensure that this condition is met?

   Planning staff will not signoff on the issuance of the Building Permit until all conditions are satisfied.

5. We need to look at what our rights are in regards to my property rights and easement.
   a. The traffic study anticipates that there will be 1,822 daily vehicle trips to and from Chick Fil A. Most of these trips will pass over our shared driveway. The existing restaurant space on the project site was generating approximately 600 daily trips, all of which were utilizing the shared driveway. When considering that a new entrance to the project site will be provided along Cochrane Road, the proposed median closure along Sutter Boulevard, and the use of the other driveways serving the Evergreen parcels, the net new trips using the shared driveway due to the proposed project will no be much grater than the former existing site restaurant uses. Furthermore, the Evergreen project will result in the addition of approximately 10,000 daily trips to the surrounding roadways. Thus, there may be approximately 2,500 new trips using the shared driveway by the Evergreen project alone. Therefore, the planned median closure along Sutter Boulevard will be of benefit to all users of the shared driveway.

   b. It has come to our attention that some of the planned improvements are planned to occur on our property and we want to make it a matter of public record that we have not been asked, nor have we given consent for any construction on our property.

      Noted

Thank you,

Joanne Conca
[redacted]

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RESOLUTION NO. 23-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL APPROVING A CONDITIONAL USE PERMIT (UP2022-0007), TO ALLOW AN APPROXIMATELY 5,000 SQUARE FOOT DRIVE-THROUGH RESTAURANT LOCATED ON THE SOUTHWEST CORNER OF COCHRANE RD. AND SUTTER BLVD. (APNS 726-32-002, 022)

WHEREAS, on December 7, 2022 an application was submitted by 4G Development on behalf of Chick-fil-a for the request of a conditional use permit to allow an approximately 5,000 square foot drive-through restaurant including the demolition of the existing building; and

WHEREAS, such request was considered by the Planning Commission at its regular meeting of September 26, 2023; and

WHEREAS, pursuant to the Morgan Hill Municipal Code Section 18.136.050.A, the Director of Development Services determined the project exempt from the California Environmental Quality Act (CEQA) as it meets the criteria for the Infill Development Project Exemption (Guidelines Section 15332); and

WHEREAS, testimony was received at the duly noticed public hearing, along with exhibits and drawings and other materials on August 22, 2023; and

WHEREAS, the public hearing, was continued to the Planning Commission meeting on September 26, 2023; and

WHEREAS, testimony was received at the duly noticed public hearing, along with exhibits and drawings and other materials on September 26, 2023; and

WHEREAS, the City of Morgan Hill is the lead agency on the Project, and the Planning Commission is the decision-making body for the proposed Project.

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

SECTION 1. The Project approved pursuant hereto is exempt from the California Environmental Quality Act (CEQA) as the environmental checklist provides substantial evidence that the proposed project can be considered exempt from the California Environmental Quality Act on the basis that it meets the criteria for the Infill Development Project Exemption (Guidelines Section 15332) and does not meet any of the exceptions for exemptions (Guidelines Section 15300.2).

SECTION 2. The approved Conditional Use Permit has been found consistent with the Findings of approval contained in Section 18.108.030 of the Zoning Code

and hereby adopted:

a. The proposed use is allowed in the applicable district.

Drive-through facilities are identified as a "Conditional Use" in the CG General Commercial Zoning District as referenced in the Morgan Hill Ranch Business Park Planned Unit Development Zoning.

b. The proposed use is consistent with the General Plan, Zoning Code, and any applicable specific plan or area plan adopted by the City Council.

The proposed use is considered a commercial use that is consistent with the Commercial General Plan designation on the site. The project is consistent with the CG zoning on the property. The proposed site plan conforms with the Development Standards of the Morgan Hill Business Park Planned Unit Development zoning district and the Design Review Handbook for commercial uses. The proposed project enhances the existing use by redeveloping the site, and if approved, will construct the facility to meet all the development standards within the zoning district.

c. The site is suitable and adequate for the proposed use.

The site is appropriately zoned and of adequate size to accommodate the proposed use. The project as proposed conforms with the supplemental standards for drive-through facilities in MHMC Chapter 18.92.040 including drive-through lane capacity and intersection separation requirements.

d. The location, size, design, and operating characteristics of the proposed use will be compatible with the existing and future land uses in the vicinity of the property.

The proposed restaurant is located within a primarily commercial area and is similar in size, design and operating characteristics with similar existing and planned drive-through uses within the adjacent Evergreen Village shopping center and in the Cochrane Plaza to the east on Cochrane Road.

e. The proposed use will not be detrimental to the public health, safety, and welfare.

The project's operations would not adversely affect public health, safety, or welfare as it conforms with the applicable Zoning code, Morgan Hill Business Ranch development standards, and Municipal code performance standards for drive-through uses. Noise analysis was performed to demonstrate that the surrounding uses would not be impacted by noise

from the new restaurant operations. The project will comply with stormwater and building code requirements.

f. The proposed use would not have a substantial adverse effect on traffic circulation and on the planned capacity of the street system.

An intersection level of service analysis was performed that shows that intersections in the vicinity currently operate at an acceptable LOS D or better conditions under existing conditions, 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 under existing plus project conditions. The planned median closure on Sutter Blvd will also improve traffic operations as discussed within the staff report.

g. The proposed use is properly located within the city and adequately served by existing or planned services and infrastructure.

The proposed project is a redevelopment of an existing restaurant site and is located within a developed area, and within the Urban Service Area that is adequately served by existing or planned services and infrastructure.

SECTION 4. The Planning Commission hereby approves the Conditional Use Permit subject to the conditions set forth in Exhibit A attached hereto and incorporated herein this reference. Any expansion, intensification, or changes to the use approved under this conditional use permit deemed major by the Development Services Director shall be permitted only upon amendment of this Conditional Use Permit or approval of a separate Conditional Use Permit application.

PASSED AND ADOPTED THIS 26th DAY OF SEPTEMBER 2023, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES: COMMISSIONERS:	**MUELLER, HABIB, DOWNEY, KUMAR, WILSON**
NOES: COMMISSIONERS:	**TANDA**
ABSTAIN: COMMISSIONERS:	**NONE**
ABSENT: COMMISSIONERS:	**LAKE**

ATTEST:

Jenna Luna

JENNA LUNA, Deputy City Clerk

APPROVED:

DocuSigned by:
Wayne Tanda
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WAYNE TANDA, Chair

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EXHIBIT "A"
STANDARD CONDITIONS

APPLICATION NO: UP2021-0002/EA2021-0001

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 proposed project includes a Conditional Use Permit to allow an approximately 5,000 square foot drive-through restaurant on a 1.63-acre property, presently developed with a vacant 6,900 square foot restaurant building (formerly Marie Callender's & Forbes Grill) that is proposed to be demolished.

II. PROJECT CONDITIONS OF APPROVAL

It shall be the responsibility of the applicant to ensure that any changes or modifications to the Project are in compliance with the original City Conditions of Approval of the Project, which are hereby incorporated herein as set forth in full.

PLANNING DIVISION

A. **Conditional Use Permit.** This Conditional Use Permit approval is limited to the Project Description above and the plan set on file (UP2022-0007) with the Development Services Department. The proposal will require approval of a Design Permit prior to submittal of a building permit. The approved building plans and landscape plans must be in substantial conformance with the approved Use Permit and future Design Permit plans as determined by the Development Services Director.

B. **Time Limits:** The conditional use permit approval granted pursuant to this Resolution shall remain in effect for two years from the approval date. Failure to exercise this use within this term shall result in termination of approval unless an extension of time is granted with a showing of just cause prior to the expiration date. **(MHMC 18.108.040 and 18.104.210)**

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C. A queue management plan is required prior to the issuance of a building permit to be implemented during abnormally high demand periods to ensure that circulation within the site parking lot and on adjacent drive aisles would not be negatively affected by drive-through operations.

D. Access shall be continually maintained to Sutter Blvd. at the applicant's sole cost and expense.

E. The Conditional Use Permit is approved solely for the operation of a drive-through restaurant as described in the applicant's proposed statement of operations on file with the Planning Division and as explained in the staff report. Any expansion, intensification, or changes to the uses approved under this Conditional Use Permit shall be permitted only upon amendment of this Conditional Use Permit or approval of a separate Conditional Use Permit.

F. **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 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.

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ENGINEERING DIVISION

A. The Design Permit will be reviewed for compliance with the Municipal Code including but not limited to the on- and off-site improvements and storm water control plan.

B. The project will be subject to impact fees prior to issuance of any future building permit.

BUILDING DIVISION

A. California Code of Regulations: The Project shall be designed to comply with the edition of the California Codes of Regulations as amended by the Morgan Hill Municipal Code Title 15 that is in effect at the time of Building Permit Application submittal. The project shall be designed to comply with the most current California Code of Regulations as amended by Morgan Hill Municipal Code Title 15.

B. Project shall comply with the Morgan Hill Municipal Code (MHMC) including but not limited to:

- MHMC 15.65 Sustainable Building Regulations. LEED Silver Required
- MHMC 18.72.04015.62 C. Electric Vehicle Charging Infrastructure.
- MHMC 15.40 Building Security
- MHMC 15.38 Wage Theft Preventions
- MHMC 18.148 Water Conservation
- MHMC 15.63 Prohibition of Natural Gas Infrastructure in New Buildings

POLICE DEPARTMENT

A. **Safety and Security Plan.** The Police Department shall review and approve a safety and security plan for the facility including a security camera plan prior to the issuance of a building permit.

B. **Camera Access**. The Police department will require access to camera feed and camera recordings to be able to view real time and recorded footage if/when required.

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RESOLUTION NO. 23-09

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL APPROVING A DESIGN PERMIT TO ALLOW FOR THE CONSTRUCTION OF AN APPROXIMATELY 5,000 SQUARE FOOT DRIVE-THROUGH RESTAURANT LOCATED ON THE SOUTHWEST CORNER OF COCHRANE RD. AND SUTTER BLVD. (APNS 726-32-002, 022)

WHEREAS, on December 7, 2022, 4G Development and Consulting applied for a Design Permit on behalf of Chick-fil-a to construct an approximately 5,000 square foot drive-through restaurant (SR2022-0024: Sutter – Chick-fil-a); and

WHEREAS, testimony was received at the duly noticed public hearing, along with exhibits and drawings and other materials on August 22, 2023; and

WHEREAS, the public hearing, was continued to the Planning Commission meeting on September 26, 2023; and

WHEREAS, testimony was received at the duly noticed public hearing, along with exhibits and drawings and other materials on September 26, 2023; and

WHEREAS, an Initial Study was prepared that supports a determination that the proposed project qualifies for an exemption under CEQA Guidelines Section 15332, Class 32 for infill developments; and

WHEREAS, this project is located within the Morgan Hill Ranch Business Park PUD and is consistent with the development projections analyzed in the EIR for the project site. The Project also is designed to be consistent with the development standards in the General Plan and Zoning Code.

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

SECTION 1. The project is consistent with the Morgan Hill Ranch Business Park Planned Development, Zoning Ordinance, and General Plan.

SECTION 2. The Design Review has been found consistent with the criteria for Design Review permit approval contained in Section 18.108.040 of the Morgan Hill Municipal Code. The proposed project is in compliance with all applicable design standards and guidelines contained in the Design Review Handbook.

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SECTION3. The Planning Commission approves SR2022-0024. The design shall be expressly conditioned in conformance with conditions incorporated herein and as attached as Exhibit "A". 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 26th DAY OF SEPTEMBER 2023, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

AYES:	**COMMISSIONERS:**	**MUELLER, HABIB, DOWNEY, KUMAR, WILSON**
NOES:	**COMMISSIONERS:**	**TANDA**
ABSTAIN:	**COMMISSIONERS:**	**NONE**
ABSENT:	**COMMISSIONERS:**	**LAKE**

ATTEST:

JENNA LUNA, Deputy City Clerk

APPROVED:

DocuSigned by:
Wayne Tanda
[illegible]

WAYNE TANDA, Chair

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EXHIBIT "A" STANDARD CONDITIONS

APPLICATION NO: SR2022-0024

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

A Design Permit is requested to construct an approximately 5,000 square foot drive-through restaurant on a 1.63-acre property, presently developed with a vacant 6,000 square foot restaurant (formerly Marie Callender's) that is proposed to be demolished. The project includes an additional approximately 8,400 square feet area for landscaping and sidewalk improvements within the easement on the adjoining property to the south at 18525 Sutter Blvd.

The project shall comply with all requirements of related project approvals granted by the City, including all of the following:

II. PROJECT CONDITIONS OF APPROVAL

This Design Permit approval is limited to the plan set on file (SR2022-0024) with the Development Services Department. The approved building plans and landscape plans must be in substantial conformance with the Design Review plans as determined by the Development Services Director. These documents show the location and dimensions of all buildings and elevations with colors and materials, amenities and square footage for all common areas, and vehicle and pedestrian circulation ways (ingress/egress), common areas, and other easement areas.

It shall be the responsibility of the applicant 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.

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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 Review approval granted pursuant to this Resolution shall remain in effect for two years to September 26, 2025. 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)**

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SITE DEVELOPMENT

A. **Final Site Development Plans:** Final site development plans shall be reviewed for conformance with Design Permit SR2022-0024 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. 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 as detailed in engineering conditions within this document.

6. To the extent acceptable to end users, implement good faith Transportation Demand Management Plan measures to promote alternate means of transportation and reduce single occupancy vehicle trips to and from the Project.

B. **Prohibition of Natural Gas Infrastructure in New Buildings.** In accordance with Chapter 15.63 of the Municipal Code, future tenants will be required to demonstrate the need for gas service for manufacturing and other business uses. Natural gas shall not be used for heating and cooling of the building.

C. **Tree Protection**: Unless tree removal is 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 backfilled 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 ordinance size trees proposed to be removed from the project site shall be replaced at a 1:1 ratio in accordance with approved landscape plan.

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

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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 facia 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)**

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.

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.

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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**. Adjacent parking lot 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.

6. **Exterior Parking Lot Lighting:** For projects with more than six parking spaces, detailed lighting information is provided in compliance with Section 18.72.060.G of the Morgan Hill Municipal Code. Lights shall use cut-off shields and be downward directed.

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)**

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 Landscaping 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)**

SIGNS

A. **Separate Application Required for Sign Approval:** Signs proposed for this development shall be designed in conformance with the Morgan Hill Business Park Sign program and shall require separate application and approval by the Planning Division prior to installation of any signs.

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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. **Dust, Noise, Vibration and Materials Management Plan:**
A management plan detailing strategies for control of noise, dust and vibration, and storage of hazardous materials during construction of the project shall be submitted for review prior issuance of a grading permit and requirements 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 18.76)

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. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.

7. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.

8. Unpaved roads providing access to sites located 100 feet or further from a paved road shall be treated with a six- to 12-inch layer of compacted layer of wood chips,mulch, or gravel.

9. Publicly visible signs shall be posted with the telephone number and name of the 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 General Air Pollution Complaints number shall also be visible to ensure compliance with applicable regulations.

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 on the "first day of construction", the archaeologist and Tamien Nation 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 masks 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.

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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 or 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.

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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.

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, fees collected as part of development agreements, or as a part of the application for the City's Residential Development Control System. 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. **Signed Copies of Resolution with Conditions**: Submit two (2) signed copies of the resolution with conditions to the Planning Division prior to issuance of a building permit.

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ENGINEERING DIVISION

I. General:

A. Easements:
1. The new private bioretention facility near the Cochrane Road frontage is allowed to be located within the existing 40' Landscape & Public Service Easement. The width of this bioretention facility shown on the plans for Design Permit approval is the width approved by the City Engineer.
2. The project is also proposing a new public sidewalk adjacent to Sutter Boulevard frontage. The entire length of the new public sidewalk shall be located either within the existing 20' Landscape & Public Service Easement or within the Sutter Boulevard right-of-way.
3. The project is proposing new landscape improvements and grading/pavement work over an existing drive aisle, with a 60' ingress/egress easement, shared with the adjacent southerly parcel with medical office building and with APN: 726-32-022. At building permit/improvement plan stage, provide written confirmation from the owner of the adjacent parcel that the project's proposed improvements and grading over the existing ingress/egress easement area is allowed.

II. Traffic:

A. The applicant shall construct a median on Sutter Blvd. to restrict left turns and through movements from the project's Sutter Blvd. driveway at its sole cost and expense. Northbound and southbound left turns from Sutter Blvd. at this intersection shall be maintained. Plans shall be revised at the Building Permit/Improvement Plan stage to include the median island extension.

B. Right-turn only sign(s) are required at the project's Sutter Boulevard driveway as a result of the median gap closure at Sutter Boulevard.

C. A one-way, inbound driveway access is required at the project's Cochrane Road frontage.

III. Stormwater:

The 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. A copy of the guidance manual can be obtained through the following link: https://www.morgan-hill.ca.gov/DocumentCenter/View/12671/Storm-Water-Management-Guidance-Manual?bidId=.

A. At building permit/improvement plan stage, revise the project's Stormwater Control Plan Report and Civil plans to address the following:
   1. Show proposed self-retaining areas that comply with the design criteria stated in the Stormwater Guidance Manual. Also add a self-retaining area detail.
   2. Show the new DMA for the new detached sidewalk improvements along the project's Cochrane Road frontage and provide treatment for this new DMA.
   3. Add a paragraph in the Stormwater Control Plan Report describing how the treatment square footage is taken out of the pervious area quantities in the Excel Sizing Calculator tool.
   4. Attach documentation in the Stormwater Control Plan Report that shows where the infiltration rates for the project site were obtained.
   5. Revise the Stormwater Control Plan Report to include the pre-development peak flow calculations for the 2- and 10-year storm events and compare it to the post development peak flow 2- and 10-year storm events to show compliance with Performance Requirement 4, Peak Management.

B. The project is proposing a land use that is considered a priority by the City to implement trash full capture. At improvement plan/building permit stage, the project shall include the installation of a trash full capture system(s) from a list of certified trash full capture systems by the State Water Resources Control Board. The list of certified trash full capture systems can be viewed from the Water Board's webpage at: https://www.waterboards.ca.gov/water_issues/programs/stormwater/docs/trash_implementation/2022/fullcptre-availabletopublic10-11.pdf

IV. Grading, Drainage & Flood Control:

A. The City's regional detention pond, Fisher Basin, is downstream of the project site. There are existing flooding problems within the Fisher Creek watershed and there are also additional capacity needs in the Fisher Basin. Although the project's peak flow rate during the 25-year storm event is less than the pre-project 25-year peak flow rate, the City is requiring the project to provide minor detention.
   1. The project is required to detain a portion of the 25-year, 24-hour rainfall event using a 24-hour rainfall depth of 0.45 inches. The 0.45-inch rainfall depth is the difference between the 25-year, 24-hour rainfall depth of 5.24 inches stated in the 2018 Storm Master Plan and the 25-year, 24-hour rainfall depth of 4.79 inches stated in the City's Storm Design Standards. Show compliance with this flood control design criteria at building permit/improvement plan stage.

B. At building permit/improvement plan stage, add a typical site cross-section through the project's westerly and easterly property lines, and show sufficient adjoining area.

V. Street Improvements:

A. Public Sidewalks:
   1. Cochrane Road Frontage: Provide a detached sidewalk with a park strip per City standards to match the sidewalk and park strip along the Evergreen Village development located west of the project site.
   2. Sutter Boulevard Frontage: Provide a meandering sidewalk per City standards. Locate the sidewalk within the existing 20' wide Landscape and Public Service Easement.

B. Curb Ramps: Upgrade to ADA/City standards the existing curb ramps located at the southwest corner of the Cochrane Road & Sutter Boulevard intersection, and at the northwest corner of the project site's Sutter Boulevard driveway.

C. A sanitary sewer test manhole shall be provided and shall be accessible to the Pretreatment Inspector. The sanitary sewer test manhole shall be located within private property but adjacent to the street right-of-way or as approved by the City Engineer in conjunction with Pretreatment Inspector review.

D. At building permit/improvement plan stage, revise the plans to address the following:
   1. Move the proposed decorative paving at the project's Cochrane Road driveway entrance to be located outside the public right-of-way.
   2. Show any existing, unused water and sewer laterals and note that these will be abandoned at the main pursuant to City Standards.
   3. Show the screening of all above-ground utilities, including the backflow preventers for the project's domestic and irrigation services, to the satisfaction of the Development Services Director.

E. Pavement restoration at the proposed utility cuts at Cochrane Road will be determined at building permit/improvement plan stage.

F. Install new street trees along the park strip of the project's Cochrane Road frontage. The species and tree spacing of the street trees shall comply with Zone 1 in the City's Master Street Tree Plan and will be reviewed at building permit/improvement plan stage.

G. Other frontage improvements along Cochrane Road and Sutter Boulevard will be reviewed and approved at building permit/improvement plan stage.

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H. At building permit/improvement plan stage, provide an engineer's estimate of the proposed public improvements for City's use in calculating the engineering & inspection fees due for this project.

LAND DEVELOPMENT ENGINEERING - STANDARD CONDITIONS

I. GENERAL

A. **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)**

B. **Encroachment Permit:** Obtain an encroachment permit from the City of Morgan Hill and provide guarantee covering off-site improvements. **(MHMC 12.08.040 A; 12.08.090)**

C. **Improvement Agreement:** Enter into an Improvement Agreement with the City of Morgan Hill to cover required improvements. **(MHMC 12.02.150; 17.32.010 B; 17.32.160)**

D. **Impact Fees & 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 and other engineering review fees prior to building permit issuance. The fees shall be based on the Public Works Fee Schedule prepared by Land Development Engineering.
2. The project will be subject to the updated Water Capacity fees, which became effective May 15, 2023. Information related to the City's impact and development fees are available on the City's Finance Department webpage at: https://www.morganhill.ca.gov/1572/Fee-Schedules.

II. 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

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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. **Underground Existing Utilities**: All existing overhead utilities adjacent to any site boundary or along any street frontage of the 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)**

III. 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 addressed 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. BMP maintenance/inspections shall include tree protection, if applicable.

IV. WATER SYSTEM

A. **Water Meters:** Provide water services and meters for the project. These are to be installed by the developer. **(MHMC 17.32.020 D)**

V. 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. **Final Landscape Plans**: Final landscape plans shall be submitted with and included as part of the improvement plans for the project. **(MHMC 17.08.090)**

D. **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

E. **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.

VI. NPDES 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

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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. **Trash Enclosure Area**: In addition to compliance with the requirements under Municipal Code Section 18.92.155 (Refuse and Recycling Enclosures), all trash enclosure areas must meet the following Structural or Treatment Control BMP requirements:

1. Roof Required: Trash enclosure areas shall have an all-weather noncombustible solid roof to prevent rainwater from mixing with the enclosure's contents.
2. Walls Required: Trash enclosure shall have structural walls to prevent unauthorized off-site transport of trash.
3. Doors: Trash enclosure shall have door(s) which can be secured when closed.
4. Grades: The pad for the enclosure shall be designed to not drain outward, and the grade surrounding the enclosure shall be designed to not drain into the enclosure.
5. Drain Inlet: Within the enclosure, an area drain with an approved (Zurn) vandal proof drain shall be installed and shall be plumbed to the sanitary sewer system with grease trap. Grease trap shall be located within the trash enclosure footprint.

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:

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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.

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.

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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.

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 City's Environmental Services Division.

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 Code of Regulations: The Project shall be designed to comply with the edition of the California Codes of Regulations as amended by the Morgan Hill Municipal Code Title 15 that is in effect at time of Building Permit Application submittal.

B. Project shall comply with the Morgan Hill Municipal Code (MHMC) including but not limited to:

- MHMC 15.65 Sustainable Building Regulations. **LEED Silver Required**
- MHMC 15.62 Electric Vehicle Charging Infrastructure.
- MHMC 15.40 Building Security
- MHMC 15.38 Wage Theft Preventions
- MHMC 18.148 Water Conservation
- MHMC 15.63 Prohibition of Natural Gas Infrastructure in New Buildings

FIRE DIVISION

A. 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.

B. **Fire Apparatus (Engine) Access Roads Required:** Prior to the commencement of combustible construction, an access roadway with a paved all-weather surface and a minimum unobstructed width of 20 feet, vertical clearance of 13 feet, 6 inches shall be provided, with minimum circulating turning radius of 36 feet outside and 23 feet inside, and a maximum slope of 15%, unless otherwise approved in writing by the Fire Marshal. Installations shall conform to the City of Morgan Hill Standard Details and Specifications 11-B. **(CFC Section 503 as amended by MHMC 15.44.140**

C. Fire Hydrants. Fire Hydrant spacing shall meet minimum requirements per CFC Appendix C

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D. During Building permit obtain separate approval for:
   a. Fire Sprinklers
   b. Fire Alarm
   c. Hood Suppression
   d. Underground Fire Service

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Jennifer Carman, Development Services Director
APPROVED BY: City Manager

ADOPT AMENDMENT TO THE MORGAN HILL MUNICIPAL CODE TO CREATE A VEHICLE SALES OVERLAY ZONE (-VS) AT COCHRANE AND US 101

RECOMMENDATION(S)

1. Open/close public hearing;
2. Waive first and second reading of the Ordinance Amendment; and
3. Introduce Ordinance Amendment

COUNCIL PRIORITIES, GOALS & STRATEGIES

2022-2023 Strategic Priorities
Fiscal Sustainability
Economic Development

Guiding Documents
Economic Blueprint
Morgan Hill 2035 General Plan

REPORT NARRATIVE:

An ordinance is being proposed that would establish Section 18.30.070 (Vehicle Sales Overlay Zone (-VS)) of Chapter 18.30 (Overlay Zones and Combining Districts) of the Zoning Code to allow vehicle-related uses as well as other compatible uses in different parts of the City that can support such a use. The initial applicability of the -VS overlay zone applies to the three parcels at the corner of Cochrane Road, Hwy 101 and DePaul Drive as shown on the zoning map extending approximately 1,800 feet south of Cochrane Road between Hwy 101 and DePaul Drive, comprising approximately 27.89 acres. The Planning Commission held a public hearing regarding the proposed draft Ordinance on October 24, 2023 and continued the item until November 14, 2023. This report will be updated with the Planning Commission recommendation prior to the November 15, 2023 City Council meeting.

Complete details of the proposed amendments are provided in the draft Ordinance (Attachment 1) and in the Planning Commission staff report. If the proposed Ordinance is approved, the Code Amendment becomes effective 30 days following the adoption of

the Ordinance by the City Council.

Pursuant to Section 18.114.060 (Findings for Approval), the City Council may approve a zoning code amendment only if all of the following findings are made:

a. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.
b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
c. The proposed amendment is internally consistent with other applicable provisions of the zoning code.

The proposed amendments are consistent with the above findings as the amendments implement the General Plan and the 2017 Morgan Hill Economic Blueprint, do not propose any new uses that were not analyzed in the Morgan Hill 2035 Environmental Impact Report, and are internally consistent with other applicable provisions of the zoning code.

PLANNING COMMISSION ACTION:
The Planning Commission heard the item on October 24, 2023 and continued the item for further discussion. The item is scheduled to be heard at the November 14, 2023 Planning Commission meeting. Due to time constraints, the Planning Commission's feedback and recommendation will be provided to the City Council via a supplement prior to the November 15th Council meeting.

BACKGROUND:
The General Fund supports most of the City's major services, including police, fire, recreation, street maintenance, municipal governance, and administrative services. The two largest contributors to the General Fund are Property Tax and Sales Tax. Property Tax collections make up 35% of the General Fund while Sales Tax collections make up 25% of the General Fund. Within the Sales Tax number, the Autos and Transportation tax group accounts for about 25% of the Sales Tax collected, the most of any tax group.

Sales Tax generating retail is one of the four key industries identified in the City's 2017 Economic Blueprint that support the City's long term economic sustainability. In recognition of the substantial reliance on sales tax to support the basic City services, in 2002 the City adopted and implemented the Auto Dealer Incentive Program and made the recruitment and expansion of new auto dealers a priority in the Economic Development work plan. Since that time, the City Council has successfully utilized the Auto Dealer Incentive Program's incentives to help attract and/or support the expansion of three auto dealers in the City. An auto dealership can generate enough sales tax on an annual basis to support the salaries of two and one-half police officers. The only other use that could generate more tax revenue for the City per acre is an upper midscale hotel.

In addition to generating sales tax, retail provides retail goods and amenities for the

community, generates jobs and fosters place making. Retail requires careful planning, land use flexibility, and a proactive approach to secure adequate market share and capitalize on market trends. The City's Economic Development team invests significant time, energy, and resources working with local property owners, potential developers, and potential users to identify opportunities for new commercial and retail investment that will support the continued growth and sustainability of Morgan Hill's General Fund.

Auto dealers, and similar businesses, locate in high visibility locations, typically either freeway facing or immediately adjacent to the freeway. And while some of this available freeway facing land in the City of Morgan Hill is designated for commercial use in the General Plan, the specific uses related to an auto dealership are currently not permitted on commercial land zoned Administrative Office (CO). Although Administrative Office (CO) zoning supports the future development of professional, general commercial, and medical office, the existing CO zoning district provides very limited flexibility and very little opportunity to generate significant sales tax revenue.

While the City's 2002 Auto Dealer Incentive Program identified a revenue sharing incentive program to support the high costs of Greenfield development and also identified preferred auto dealer sites, the City never updated the zoning code to make the sites easier for future development. This work has been done on a case by case basis based on market demand.

In May and June 2023, City staff brought forward a proposal to amend Section 18.24.020 (Land Use Regulations) of Chapter 18.24 (Commercial Zoning Districts) of the Zoning Code to allow vehicle-related uses as well as other compatible uses within the Administrative Office (CO) zoning district consistent with the Commercial (C) General Plan land use designation. The zoning amendments were approved by the Planning Commission on May 9, 2023. The City Council approved the amendments at the first reading on June 21, 2023 with the direction to return to City Council with Design Guidelines for Vehicle Sales uses. On August 23, 2023, the proposed zoning amendments were returned for a second reading and approval. The Vehicle Sales Use Design Guidelines were organized as a later item on the agenda. The proposed zoning amendments were not approved during the second reading and the Design Guidelines item was not presented and deferred to a later meeting. City Council directed staff to return with a new proposal for Vehicle Sales uses based on feedback provided by the City Council and the community.

To address community feedback, City staff returned to the Planning Commission on October 24, 2023 with a new proposal to create a Vehicle Sales (-VS) overlay zone to allow vehicle sales in different parts of the City on parcels that can support such a use. The initial applicability of the -VS overlay zone applies to the three parcels at the corner of Cochrane Road, Hwy 101 and DePaul Drive as shown on the zoning map extending approximately 1,800 feet south of Cochrane Road between Hwy 101 and DePaul Drive, comprising approximately 27.89 acres. City staff is proposing that the overlay zone also incorporates design guidelines to address specific design elements for future dealerships that align with design goals in the General Plan. The overlay zone allows all 27.89 acres to be considered for vehicle sales regardless of the base zoning but sets

a percentage of the overall acreage where vehicle sales would be permitted by right. The original proposal brought forward to Planning Commission was 80% of the overlay or 22.31 acres.

The Planning Commission continued the item for further discussion. The item is scheduled to be heard at the November 14, 2023 Planning Commission meeting. Due to time constraints, the Planning Commission's feedback and recommendation will be provided to the City Council via a supplement prior to the November 15th Council meeting.

Design Guidelines

At the June 21, 2023 City Council meeting, staff was directed to develop design guidelines for auto-related uses to address the concerns expressed by members of the public and city council. To assist with the development of the guidelines, the City engaged the services of Frank Fuller of Urban Design Studio to review best practices across the architectural design community and to help create design guidelines that articulate good design elements based on current vehicle sales models. With the creation of -VS overlay zone at Cochrane and Highway 101, City staff will actively pursue multiple auto dealers at this site. However, the City has the opportunity to guide how the site design and general appearance of these uses will look and feel to surrounding properties and the public. While individual businesses often have OEM (Original Equipment Manufacturer) standards for building design, the unification of individual site design standards can help bring different uses together in a cohesive pattern that complements one another. Through Design Guidelines, the City also has the ability to prohibit undesirable features of typical dealerships seen throughout the Bay Area.

The proposed Design Guidelines (attached) are intended to be applied to new vehicle dealerships in addition to the existing regulations and guidelines as contained in the Morgan Hill Municipal Code and Architectural Review Handbook. Vehicle dealerships located within an existing PD are not subject to the proposed Design Guidelines. The proposed Design Guidelines are organized to address public and City Council concerns in the following areas: Site, Building, Landscaping, Parking, Lighting and Signage.

The proposed guidelines encourage sites and buildings to be clean, high quality, subtle, and sophisticated. They encourage buildings and showrooms to orientate towards the street and utilize 360-degree architecture. They encourage the integration of service areas and general operations into the building design to minimize unsightly public right-of-way facing views.

The proposed guidelines discourage large, uninterrupted swaths of parked cars, light pollution, impacts on adjacent properties, and undesirable features.

City staff will have the ability to review and address design features and elements during the Design Review and entitlement process. Lastly, Design Guidelines are just one of the tools that can be used to influence how auto dealerships develop. In most cases, an auto dealership developer will require financial incentives such as a fee

freeze agreement, a fee financing agreement, and/or a sales tax sharing agreement in order to make the project financially feasible. These incentives can be used to help shape the project in a way that is compatible with the surrounding neighborhoods and the Morgan Hill community.

SB330
On October 11, 2023, Trammell Crow and High Street Northern California Development, Inc. submitted an SB330 Preliminary Application using the Builder's Remedy for 151 housing units across 13.83 acres within the Administrative Office (CO) zoned property within the proposed -VS area. The SB330 preliminary application locks regulations and fees at the time of application and provides for 180 days for the applicant to file a final Design Review application. Builder's Remedy does not exempt applications from environmental review. Upon submission of a final Design Review application that conforms to SB330 requirements, an environmental review process will start parallel to application processing.

While the timing of the SB330 application creates some uncertainty as to the future use of the properties in question, City staff believe that the best path forward to protect the property from future housing development is to increase the flexibility of the commercial uses on the property, which includes the proposed overlay proposal.

PROJECT DESCRIPTION:
The City proposes establishing Section 18.30.070 (Vehicle Sales Overlay Zone (-VS)) of Chapter 18.30 (Overlay Zones and Combining Districts) of the Zoning Code to allow vehicle-related uses as well as other compatible uses in different parts of the City that can support such a use.

PROJECT ANALYSIS AND FINDINGS:
The proposed project was analyzed with respect to conformance with: 1) Morgan Hill 2035 General Plan; 2) Zoning Ordinance Findings and 3) California Environmental Quality Act:

1. General Plan Land Use Consistency

The proposed zoning amendment is consistent with the General Plan as the amendments implement the General Plan and the 2017 Morgan Hill Economic Blueprint.

2. Zoning Ordinance Findings

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

a. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.
Consistent:
The proposed text amendments are consistent with the General Plan as the amendments implement the General Plan and the 2017 Morgan Hill Economic

Blueprint.

b. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the city.
Consistent:
The proposed overlay district implements the General Plan and the 2017 Morgan Hill Economic Blueprint and does not propose any new uses that were not analyzed in the Morgan Hill 2035 Environmental Impact Report, and, therefore, will not be detrimental to the City.

c. The proposed amendment is internally consistent with other applicable provisions of the zoning code.
Consistent:
The proposed revisions will implement the General Plan and the 2017 Morgan Hill Economic Blueprint, and, therefore, are internally consistent with the overall zoning code.

3. California Environmental Quality Act

An Addendum to the Morgan Hill 2035 General Plan Final Environmental Impact Report (EIR) was prepared to address the impact of establishing the zoning amendment in accordance with CEQA Guidelines Section 15164. Individual projects will be subject to individual CEQA analysis.

CONCLUSION:

The proposed Zoning Code amendments will further support Morgan Hill's 2017 Economic Blueprint in the area of Retail development and provide additional land use flexibility that is critical to the City's future economic vitality and sustainability. The Zoning Code amendment only removes a potential barrier to entry. Any actual project would be required to go through the City's entitlement process. Therefore, staff recommends the City Council adopt the Ordinance approving the Zoning Amendment.

COMMUNITY ENGAGEMENT:

Inform/Engage

A 10-day public hearing notice for the November 15, 2023 City Council meeting was published on Friday, November 3, 2023 in the edition of the Morgan Hill Times pursuant to Government Code Sections 65090-65096. Notices were also provided on the City's 411, City's website, and via social media.

A 10-day public hearing notice for the October 24, 2023 Planning Commission meeting was published on Friday, October 13, 2023 in the edition of the Morgan Hill Times pursuant to Government Code Sections 65090-65096. Notices were also provided on the City's 411, City's website, and via social media.

On October 12, 2023, the City's Economic Development team provided an update to the Morgan Hill Chamber of Commerce's Economic Development Committee that the City will be bringing forward a proposed Vehicle Sales Zoning Overlay (-VS) with Design

Guidelines (for the property bounded by Cochrane on the north, De Paul on the East, Hwy101 on the West and approximately 1,800 feet from Cochrane Rd to the South) for consideration at the October 24, 2023 Planning Commission and the November 15 City Council meeting.

On August 8, 2023, staff held a public workshop with the Planning Commission to review draft design guidelines and receive additional input.

On Monday, July 31, 2023, City staff held a meeting with community stakeholders who had previously expressed an interest in the CO Zoning Text Amendment and the location of auto/vehicle dealers on the Trammell Crow North 30 property to hear their concerns and gather feedback to be included in the design guidelines.

A 10-Day public hearing notice for the June 21, 2023 City Council meeting was published in the Friday, June 9, 2023 edition of the Morgan Hill Times pursuant to Government Code Sections 65090-65096. Notices were also provided on the City's 411, City's website, and via social media.

The City's Economic Development team presented the proposed Zoning Code Text Amendment to the Morgan Hill Chamber of Commerce's Economic Development Committee on May 11, 2023 and conducted a Neighborhood meeting on June 15, 2023. The neighborhood meeting was promoted in the City's 411.

On May 9, 2023, the Planning Commission held a public hearing regarding the proposed ordinance amendments in which a 10-day public hearing notice was published in the Friday, April 21, 2023 edition of the Morgan Hill Times.

ALTERNATIVE ACTIONS:
The City Council can decide not to adopt the proposed ordinance amendment or can make modifications.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On August 23, 2023, the City Council voted against a second reading of Ordinance No. 2347 New Series, by the following roll call vote: AYES: Borgioli, Turner; NOES: Librers, Martinez Beltran, Spring; ABSTAIN: None; ABSENT: None.

On June 21, 2023, the City Council introduced Ordinance No. 2347 New Series, by the following roll call vote: AYES: Borgioli, Librers, Turner; NOES: Martinez Beltran, Spring; ABSTAIN: None; ABSENT: None.

On May 9, 2023, the Planning Commission recommended approval of the Zoning Code Text Amendment on a vote of 4-1 with two members absent.

In January 2023, the City Council reaffirmed the Economic Development department's strategic priorities to include the attraction and recruitment of hotels and auto dealers.

On June 6, 2018, the City Council adopted Ordinance No. 2277 N.S., a comprehensive update of Title 18 – Zoning of the City of Morgan Hill Municipal Code. The update included an amendment to the City's official zoning map consistent with the Morgan Hill 2035 General Plan.

In April 2017, the City Council unanimously adopted the 2017 Morgan Hill Economic Blueprint that identified Retail as a key strategy for long-term economic sustainability.

In 2002, 2003, 2013, 2014, and 2017, the City created and utilized the Auto Incentive program to attract and expand new auto dealers and vehicle sales to the City of Morgan Hill.

FISCAL AND RESOURCE IMPACT:

The City currently has only three (3) branded auto dealerships, but they make up approximately 25% of the City's sales tax revenue. Sales tax revenue is an important source of General Fund revenue that the Council has the discretion to allocate and fund essential City services, including police, fire, street, parks, recreation, etc.

As the cost to maintain City services continues to outpace the City's anticipated revenue growth, it is important that the City focuses on economic development strategies that maintain and increase the City's tax base. Amending the City's municipal code to create a -VS overlay zone at Cochrane and US 101 to allow vehicle sales related uses for approximately 29 acres doesn't guarantee more auto dealerships, but it gives the City and the Economic Development Team increased flexibility to pursue and attract high sales tax generating businesses to City.

CEQA (California Environmental Quality Act):

There are no new significant environmental impacts or previously identified significant impacts associated with the Project. Therefore, the City determined that an Addendum to the Morgan Hill 2035 General Plan Final Environmental Impact Report (EIR) is the appropriate California Environmental Quality Act (CEQA) document to address project modifications in accordance with CEQA Guidelines Section 15164. CEQA Guidelines Section 15164(c) provides that an addendum need not be circulated for public review.

ORDINANCE NO. xxxx, NEW SERIES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL ADDING SECTION 18.30.070 (VEHICLE SALES OVERLAY ZONE (-VS)) OF CHAPTER 18.30 (OVERLAY ZONES AND COMBINING DISTRICTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL ESTABLISHING THE VEHICLE SALES OVERLAY ZONE (-VS) TO ALLOW VEHICLE- RELATED USES AND OTHER COMPATIBLE USES IN DIFFERENT PARTS OF THE CITY THAT CAN SUPPORT SUCH A USE

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

Section 1. Section 18.30.070 (Vehicle Sales Overlay Zone (-VS)) of Chapter 18.30 (Overlay Zones and Combining Districts) of Title 18 (Zoning) is hereby established to read as follows:

18.30.070 Vehicle Sales Overlay Zone (-VS).

A. Purpose of Vehicle Sales Overlay Zone. The purpose of the Vehicle Sales (-VS) overlay zone is to allow vehicle sales in different parts of the City on parcels that can support such a use. This overlay zone also incorporates specific design elements for future dealerships that align with design goals in the General Plan.

B. Applicability. The -VS overlay zone applies to parcels at the corner of Cochrane Road, Hwy 101 and DePaul Drive as shown on the zoning map extending approximately 1,800 feet south of Cochrane Road between Hwy 101 and DePaul Drive comprising of approximately 27.89 acres.

C. Land Use Regulations. In addition to the uses allowed pursuant to the underlying base zoning district, the following uses are also allowed:

1. Allow “Restaurants, Fast Food” as a permitted use.
2. Allow “Restaurants, Sit-Down” as a permitted use.
3. Allow “Tasting Rooms” as a permitted use.
4. Allow “Convenience Market with Fuel and Service Station” as a conditional use.
5. Allow “General Retail” as a permitted use.
6. Allow “Fuel and Service Stations” as a conditional use.
7. Allow “Vehicle Rentals” as a permitted use.
8. Allow “Vehicle Repair and Maintenance, Minor” as a permitted use when associated with an on-site or off-site automotive manufacturer.

9. Allow "Vehicle Sales and Leasing" as a permitted use.

10. Allow "Vehicle Washing" as a conditional use.

D. Development Standards. The development standards that apply in the -VS overlay zone shall be the same as the underlying base zone with the exception of the following:

1. Vehicle Sale uses cannot utilize more than eighty (80) percent of the total acreage available within the overlay zone, preserving 20 percent of the total acreage for non-vehicle sales uses.

E. Design Guidelines for the Vehicle Sales (-VS) Overlay Zone. Vehicle Rentals, Vehicle Repair and Maintenance, Vehicle Sales and Leasing, and Vehicle Washing uses shall substantially comply with the following design standards and shall be reviewed through a design permit as required by Section 18.108.040 (Design Permit):

1. Site Design

a. Site frontages of highways and public streets should minimize the number of visible vehicles in exterior display areas.

b. Showrooms are encouraged over exterior vehicle display areas that front onto a public street. Interior vehicle display should be limited to ground level and second floor only.

c. To enhance the visual prominence of the dealership building, interior vehicle showrooms should be located on the front portion of the site and oriented towards the street.

d. To reduce visual presence of vehicle maintenance areas, vehicle service entrances and service bays should be integrated within the design of the main building, when possible, be less prominent than the main building, and screened from public right-of-way vantage points.

e. For contiguous dealerships, dealerships should be designed to provide cohesive vehicular and pedestrian access and connectivity between dealerships and other adjacent uses for ease of customer accessibility.

f. Onsite circulation should include efficient space to support vehicular deliveries and auto service access to reduce overflow to off-site parking.

g. To improve the visual aesthetics of contiguous dealerships, large expanses of exterior vehicle display and storage areas should be divided into smaller areas with landscaping.

h. Vehicle exterior display areas, which are elevated above grade (i.e., display pedestals of any type), and exterior display areas with automated movement are prohibited unless specifically approved within the design permit for the site.

i. Outdoor amenities, including seating, tables, and covered areas with shade, are encouraged.

j. Accessory structures, including charging stations for electric vehicles, should be consistent with the overall design of the dealership, especially for contiguous dealerships.

2. Building Design
   a. A compatible architectural design is encouraged for contiguous dealerships in order to create a visually unified and attractive environment.
   b. Dealership buildings should have high quality architectural designs with recessed windows and entries that include large display windows.
   c. All sides of a building that are visible from public right-of-way vantage points should have a consistent architectural quality, design, and use of materials. When adjacent to the freeway or between two streets, buildings should consider two frontages or 360-degree architectural design.
   d. Parked and stored vehicles in a building should be screened from view except in ground or second level showrooms.
   e. Service bay entrances should be designed to minimize sight lines into the interior of service bays and parts departments.
   f. Accessory and ancillary structures should be architecturally compatible with the overall design of the dealership.

3. Landscaping
   a. Landscape buffers should be incorporated along frontages of highways and public streets.
   b. Large stormwater retention and treatment basins should be located away from public streets, when possible.
   c. Accent paving such as stamped concrete or pavers is encouraged at main entrances.
   d. For contiguous dealerships, landscaping, screening walls, and fences should be complementary amongst dealerships.

4. Parking
   a. Customer and employee parking and storage of vehicles for dealerships should be accommodated within the boundaries of each dealership and not on public or private streets.
   b. Structured parking is encouraged. Vehicle parking and storage within structures or on the roofs of buildings should not be visible from ground level vantage points.

5. Lighting
   a. Parking areas should have lighting capable of providing adequate illumination for security and safety.
   b. Lighting should be energy-efficient and have brightness and color necessary for the use of the on-site vehicles and structures, as well as for the needs of pedestrians.
   c. Lighting levels of interior and exterior vehicle display areas should be minimized after normal business hours.
   d. Lighting levels need to be in conformance with the City of Morgan Hill performance standards.
   e. Lighting should have fixtures that shield direct light from visibility from

neighboring properties and from public streets.

f. Lighting sources should not have motion, such as search lights that are aimed at the sky.

g. Building illumination and architectural lighting should be indirect in character (light sources should be minimally visible). Indirect wall lighting or "wall washing", exterior overhead down lighting, or interior indirect illumination that spills outside the building is encouraged. Architectural lighting should articulate and animate building design and provide functional lighting for the safety and clarity of pedestrian movement.

Section 2. Severability. Should any provision of this ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such provision shall be severed from the ordinance, and such severance shall not affect the remainder of the ordinance.

Section 3. Effective Date; Posting. This ordinance shall become effective on the 31st day after adoption. 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 _____DAY OF ____, 20__, AND WAS FINALLY ADOPTED AT A MEETING OF THE CITY COUNCIL HELD ON THE __ DAY OF _____, 2023 AND SAID ORDINANCE WAS DULY PASSES AND ADOPTED IN ACCORDANCE WITH LAW BY THE FOLLOWING VOTE:

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

APPROVED: **ATTEST:**

_____ _____

MARK TURNER, 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_____ day of _____2023.

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

DATE:_____ _____

MICHELLE BIGELOW, City Clerk

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Chris Ghione, Public Services Director
APPROVED BY: City Manager

RECEIVE UPDATE AND PROVIDE INPUT ON THE TRANSPORTATION MASTER PLAN

RECOMMENDATION(S)

1. Receive an update on the Transportation Master Plan; and
2. Provide input to the project team.

COUNCIL PRIORITIES, GOALS & STRATEGIES

City Council Ongoing Priorities
Enhancing Public Safety
Maintaining and Enhancing Infrastructure
Enhancing Diversity and Inclusiveness
Advancing Regional Initiatives

2022-2023 Strategic Priorities
Transportation

Guiding Documents
Bikeways, Trails, and Recreation Master Plan
Climate Action Plan
Communications, Outreach, and Engagement Plan
Morgan Hill 2035 General Plan

REPORT NARRATIVE:

In June 2023, the City contracted with Hexagon Transportation Consultants for creation of the City's first comprehensive Transportation Master Plan. The Plan is intended to provide numerous components, including traffic counts, future traffic modeling, updated speed survey to set speed limits, review of existing transportation infrastructure, specific review and analysis of bike and pedestrian infrastructure, development of transportation priorities for the City, creation of a capital improvement program, and numerous other components. The project has commenced and the purpose of this item is to take initial feedback from the Council on priorities and issues to be addressed through the Plan.

The initial components of the Plan are intended to gather existing data, collect current

condition data, and engage with the community to understand community priorities. Known issues the Plan will review and address include: Traffic Congestion & Speeding, Regional Cut-Through Traffic, Biking & Walking Safety, Closing of Pedestrian and Bikeways Gaps, Identifying Transit Needs and Gaps, Prioritize Multi-Modal Inter-City Travel, and Alignment of City Transportation Policies (LOS/VMT/Multi-Modal Travel).

The project is anticipated to take approximately 18 months to complete. Some elements will come to the Council earlier, one of which is the updated speed survey. The current project schedule is available as Attachment 1. Currently, a significant portion of the activity is focused on community engagement and gathering public input. A stakeholders group of approximately 25 members has been formed. This group will meet 5-6 times to review key components and provide in depth review and feedback to the Project Team. The City has also conducted its first Community Meeting on November 8 and will hold a Spanish Community Meeting on Thursday, November 16. A community survey is also currently out and available in English and Spanish on the City website at: https://www.morganhill.ca.gov/2423/39365/Transportation-Master-Plan-Update.

Following the presentation, it is recommended that the Council provide feedback on transportation priorities they recommend are addressed in the Plan, as well as the projects the Council expects to be reviewed through the Plan.

COMMUNITY ENGAGEMENT:

Involve

The development of the Transportation Master Plan will require significant community outreach and will include a variety of public meetings as well as the development and participation of a stakeholders group for those with an even higher level of interest. The Plan will have multiple review points by advisory commissions and the City Council to ensure there is significant opportunity for engagement as well as direction by the Council.

ALTERNATIVE ACTIONS:

The purpose of the item is to engage the Council and receive feedback. There is no formal action required.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

The City Council authorized the City Manager to execute an agreement with Hexagon Transportation Consultant on June 7, 2023.

FISCAL AND RESOURCE IMPACT:

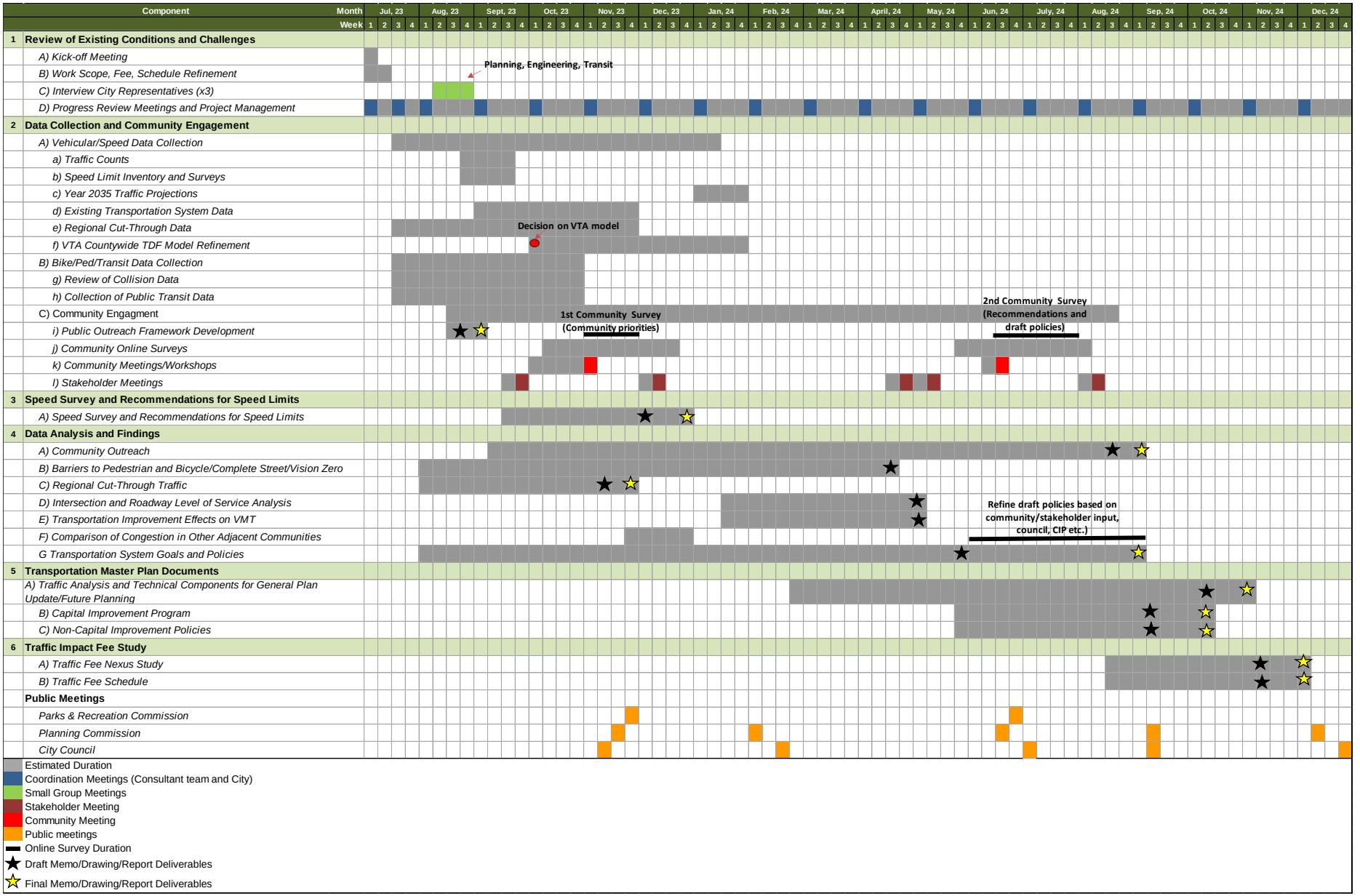
There is no fiscal impact associated with this specific item. Ultimately, implementing the Plan will require significant fiscal resources. Development of funding plans and mechanisms associated with the priorities and projects outlined in the Plan will be required.

CEQA (California Environmental Quality Act):

Not a Project

Continuing administrative activities and feasibility or planning studies for possible future actions that the agency has not approved, adopted, or funded are not considered projects for environmental review under CEQA. Use of a consultant to develop a draft plan for environmental review will be required in the future.

Estimated Project Schedule



CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Justin Burks, Development Services Intern
APPROVED BY: City Manager

PROVIDE DIRECTION REGARDING POTENTIAL MUNICIPAL CODE TEXT AMENDMENTS TO THE CITY OF MORGAN HILL'S AMUSEMENT & ENTERTAINMENT AND NOISE ORDINANCES

RECOMMENDATION(S)
Provide Strategic Direction for amending the identified chapters of the Municipal Code.

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Enhancing Public Safety
Supporting our Youth, Seniors, and Entire Community
Enhancing Diversity and Inclusiveness

2022-2023 Strategic Priorities
Fiscal Sustainability
Economic Development

Guiding Documents
Economic Blueprint
Morgan Hill 2035 General Plan

REPORT NARRATIVE:
Policy Considerations:

Should the City allow music and other live entertainment in commercial, industrial, and mixed-use districts during daytime hours without requiring an entertainment permit?

Should the City update its noise ordinance to focus on minimizing noise-related nuisances?

Background:
The City regulates noise in various ways. In addition to provisions that regulate specific noise types and sources, the City has several general noise regulations. The current noise ordinance, which regulates "loud, unnecessary, unnatural or unusual noises which are prolonged, unusual and unnatural in their time, place and use" was adopted in 1972 (see Chapter 8.28 of the Municipal Code). Limited substantive amendments to this

chapter and related sections were made in 1994 and 1998. Noise associated with entertainment and other specific uses are regulated under the following:

- Amusement and Entertainment Premises (Chapter 5.28), which governs the permit processes for business establishments to offer live entertainment (Live Entertainment Permits);
- Events on Public Property (Chapter 12.16), which governs the permit process for special events on public property, open space, and similar areas to hold meetings, assemblies, parades, and other community events (Special Event Permits); and
- Zoning Ordinance (Title 18), which implements the General Plan to protect public health, safety, and welfare.

The process for the public to clearly understand what types of noise-producing community activities are allowed, when they are allowed, and which permits to pursue in order to hold certain activities in the community can be unclear. This existing regulatory framework is not supportive of the existing City policy identified in the Downtown Specific Plan, Sustainable Morgan Hill, and the Morgan Hill Economic Blueprint, which collectively promote strengthening the Downtown, attracting tourism, and marketing Morgan Hill as a lively community with entertainment offerings.

Noise Issues:
Modernizing and clarifying how noise is regulated in Morgan Hill will create a path forward for smaller scale, local arts and entertainment events to thrive in commercial spaces and will protect the health and safety of its residents from the most common nuisances. According to the Morgan Hill 2035 General Plan, Highway 101, railroad activity, and traffic on major streets are major noise sources, while commercial and industrial noise sources contribute relatively very little noise.

Since 2020, the City has received nearly 370 noise-related complaints regarding loud individuals and vehicles, construction, animals, and music. Thirty (30) % (111) were related to or located in the parking garage and 37% (135) were related directly or indirectly to music in residential areas. Only 11% (39) were related to music from businesses.

On average, there are eight Live Entertainment Permits approved for businesses annually. Though there is a high concentration of noise complaints and Live Entertainment Permits Downtown (Attachment 1), they are not implicitly connected—that is, noise complaints do not significantly arise from businesses providing live entertainment and vice versa.

Current Conditions:
The existing noise regulations rely on definitions of unlawful behavior, general prohibitions of unlawful noise, criteria that may conflict with other Municipal Code chapters, and decibel limits. An A-weighted decibel (dBA) is a logarithmic measure based on the relative amplitude of a sound wherein a 10-dB increase is perceived as a

doubling of loudness weighted toward sounds most sensitive to the human ear. Zoning regulations that address noise (Title 18 of the Municipal Code) limit decibels by property types (between 60 and 70 dBA), however the Noise ordinance (Chapter 8.28 of the Municipal Code) relies on other criteria without referring to the decibel limits of Title 18. Furthermore, decibel limits require significant time, equipment, and training to measure accurately. The current use of dBA as guidance to regulate noise is not very practical as much of the ambient noise violates the current thresholds and makes it difficult for the City to enforce it.

To determine best practices and concepts to modernize how noise is regulated locally, City staff analyzed over 30 ordinances from approximately 20 municipalities. This comparative analysis included predominately San Francisco Bay Area municipalities, out-of-state municipal ordinances, and an Environmental Protection Agency (EPA) model noise ordinance. Staff conducted interviews with a subset of external Subject Matter Experts (SMEs) from peer agencies and a national nonprofit that specializes in noise regulations, the Noise Pollution Clearinghouse.

According to the Noise Pollution Clearinghouse, the most frequently used regulatory tools out of 500 municipalities they analyzed are: nuisances to a person of ordinary sensibilities (89%), time-of-day rules (82%), and plainly audible criteria (65%), followed by decibel-based limits (57%). Decibel limits are more common in cities with populations of 100,000 or more, and are becoming less common overall—with plainly audible and distance rules becoming more common.

Best Practices:
To encourage a culture of live entertainment that promotes increased business activation and tourism, City staff explored how to improve the existing regulations in order to provide more clarity, and equity while supporting both the community and businesses. City staff conducted research to identify best practices including: modernizing regulations, providing clarity of how noise regulations and policies interact with one another, improving noise-related permitting processes, strengthening enforcement, and supporting small businesses.

Additionally, a better defined regulatory network supports City staff with explaining and enforcing regulations. Finally, a refresh of existing regulations could support live entertainment uses which support tourism. Based on community outreach and feedback and coupled with the best practices analysis, staff proposes the following approach:

NOISE
A. Use distance over decibel limits for enforcement
B. Define nuisances and types of noise
C. Clarify criteria for unlawful behavior
D. Clarity exception criteria

ENTERTAINMENT

A. Modernize definitions

B. Clarify permit processes and types of violations
C. In commercial, and mixed-use zoning districts:
    1. Permit entertainment by right during regular business hours
    2. Clarify rules and requirements for entertainment after 10 pm

These proposed concepts would help strengthen the ability of City staff to enforce potential noise-ordinance violations. These concepts support clearer rules for the public to understand what type of entertainment and activities are allowed, how much noise can be produced, when noise can be at a certain level, and how far away noise can legally be heard by others in the community. Although these concepts support economic development goals to create a lively Downtown with entertainment offerings, they will also improve how City staff can enforce and respond to noise complaints and noise related nuisances throughout the City.

Through successful collaboration and consideration of various stakeholder interests, modernizing noise regulations can bring this vision to all commercial, industrial, and mixed-use areas of the City. Through modernized noise regulations, the City will build a stronger economic and social foundation for years to come.

COMMUNITY ENGAGEMENT:
Inform and Involve
Proposed concepts and overarching goals for modernizing noise regulations were presented to the Chamber of Commerce's Economic Development Committee on October 12, 2023; to the Downtown Association on October 19th; and to the Downtown Improvement District and Downtown Property Business meetings on November 7th. A Community Town Hall to receive community input on the proposed concepts and goals was held on October 23rd, which was advertised in the Morgan Hill 411.

ALTERNATIVE ACTIONS:
The City Council could choose not to provide input or to not modernize the identified ordinances, thereby the Municipal Code will remain as-is which will impede economic activity brought by arts and entertainment in mixed use, commercial, and industrial zoning districts.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
On June 6, 2018, the City Council adopted Ordinance No. 2277 N.S., a comprehensive update of Title 18 Zoning of the City of Morgan Hill Municipal Code. The update 2035 General Plan.

FISCAL AND RESOURCE IMPACT:
Staff regularly seek input from the Community and City Council. The outcomes of this work will enhance, correct, and/or refine the Municipal Code. Therefore, the cost is borne and work is accommodated within the respective division's annual workplan and budget.

CEQA (California Environmental Quality Act):
Not a Project

CITY OF MORGAN HILL

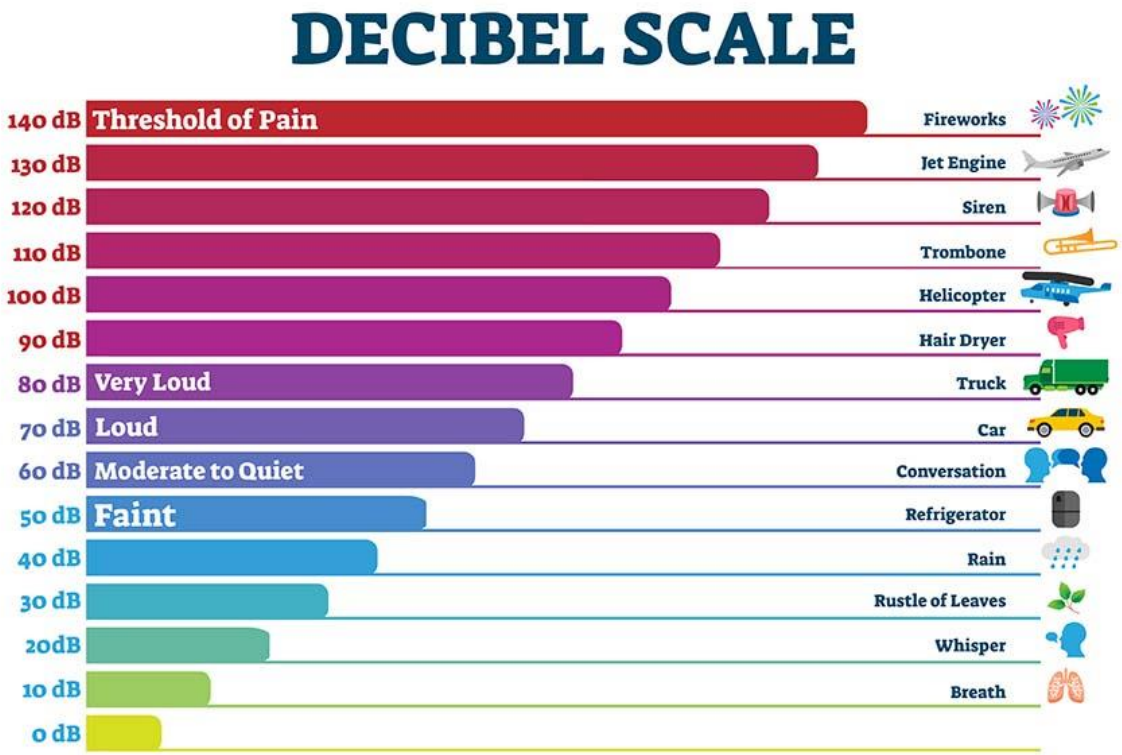
Noise and Entertainment

November 15, 2023

Noise Issues in Morgan Hill

- Roosters
- Trains
- Vehicles & Motorcycles
- Downtown Garage
- Entertainment
- House Parties
- Landscape Equipment
- Garbage Trucks

Measuring Noise

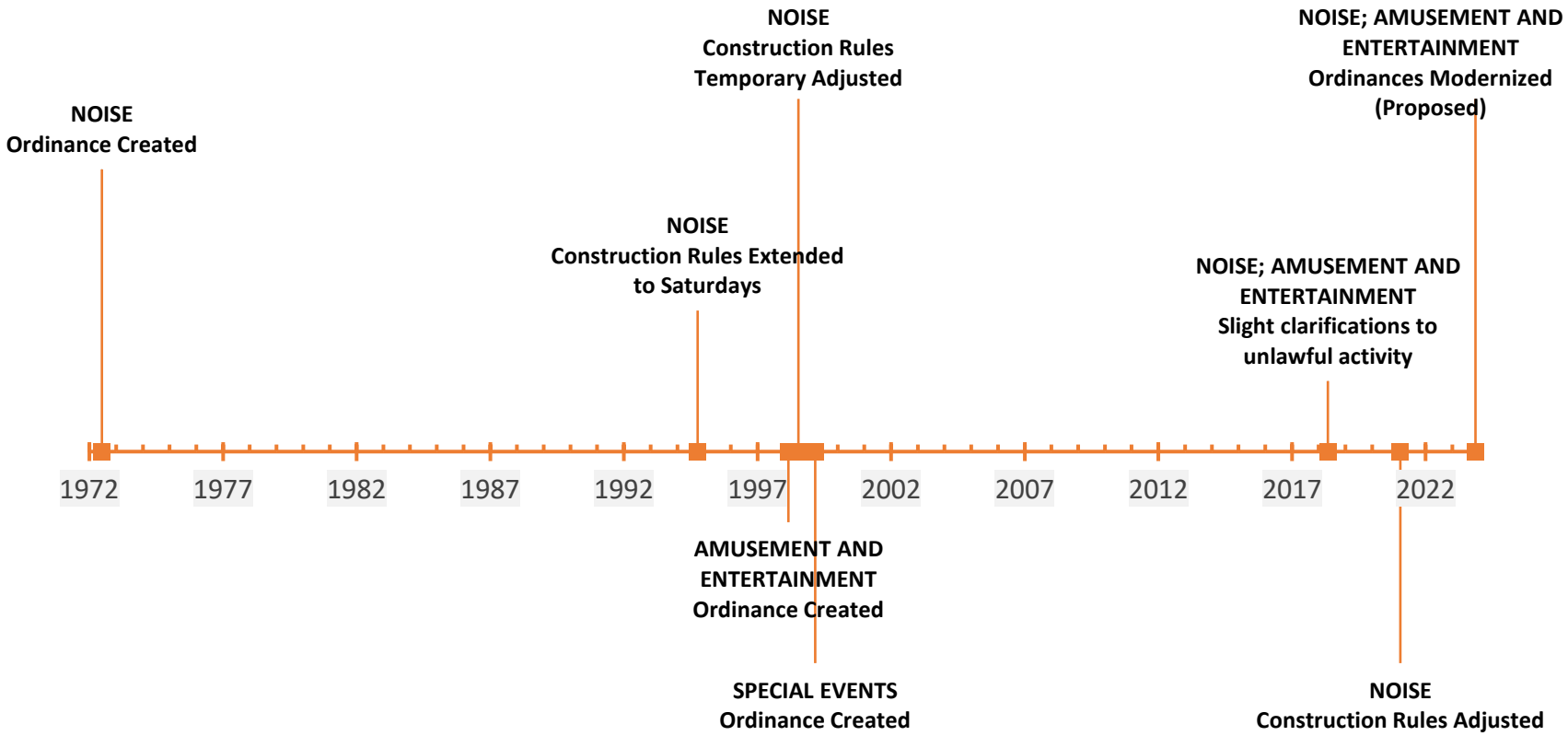


Current dBA limits:

60 in residential
65 in commercial
70 in industrial

What governs noise?

- Noise Ordinance dates back to 1972
- 4 municipal code chapters & 2 permit processes
- Dated regulations at times unclear or conflicting



Vision for Entertainment

General Plan	*"…downtown is a unique commercial district known as a location for specialty retail, boutique stores and services, and for arts, cultural, and entertainment activities."*
Downtown Specific Plan's Vision Statement	*"Strengthening Downtown as the gathering place, a connecting force, the social and activity heart…"*
Morgan Hill Economic Blueprint	*"Continue to create a lively downtown with entertainment offerings."*

Opportunity

Modernize Regulations	Provide Clarity	Improve Process
Strengthen Enforcement	Support Small Businesses	Create Experiences
Enhance Arts and Culture	Create lively commercial spaces	Promote Tourism

Research and Outreach

- ✓ Analyzed over 30 ordinances from over 20 municipalities
- ✓ Stakeholder engagement with businesses and subject matter experts
- ✓ Five community and business meetings

- Findings:
  - Decibel-based regulations are becoming less common
  - Cities are using “plainly audible” from a distance
  - Time of day influences rules
  - Environment influences what is considered a nuisance
  - Community is supportive of entertainment

Proposed Concepts

To improve clarity and equity, the City can:

- Encourage daytime entertainment and limit permits to entertainment after 10 PM
- Modernize definitions
- Clarify & streamline permitting process
- Consider using distance over decibel limits for enforcement

Proposed Concepts

Based on community outreach and feedback and coupled with the best practices analysis, staff proposes the following approach:

NOISE

- Use distance over decibel limits for enforcement
- Define nuisances and types of noise
- Clarify criteria for unlawful behavior
- Clarity exception criteria

Proposed Concepts

Based on community outreach and feedback and coupled with the best practices analysis, staff proposes the following approach:

ENTERTAINMENT

- Modernize definitions
- Clarify permit processes and types of violations
- In commercial, and mixed-use zoning districts:
  - Permit entertainment by right during regular business hours
  - Clarify rules and requirements for entertainment after 10 pm

Questions

- Should the City allow music and other live entertainment in commercial, industrial, and mixed-use districts during daytime hours without requiring an entertainment permit?

- Should the City update its noise ordinance to focus on minimizing noise-related nuisances?

CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Chris Ghione, Public Services Director
APPROVED BY: City Manager

DIRECT THE CITY MANAGER TO NEGOTIATE AGRO-TOURISM USE ON CITY-OWNED AGRICULTURAL PROPERTY WITH TERRA AMICO, INC.

RECOMMENDATION(S)
Authorize the City Manager to negotiate an agreement for agro-tourism development on City-owned property located at the southeast corner of Highway 101 and Tennant Avenue with Terra Amico, Inc.

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Protecting the Environment and Preserving Open Space and Agricultural Land
Advancing Regional Initiatives

2022-2023 Strategic Priorities
Fiscal Sustainability
Economic Development

REPORT NARRATIVE:
In July 2015, the City Council authorized the purchase of 25.8 acres for a future baseball/softball field facility (Ball Field Property). The property is located south of the intersection of Condit Road and Tennant Avenue, adjacent to Highway 101. The property is within the unincorporated County. The purchase was made to “land bank” the property until a time when the City would have funding to develop the property. At the time of purchase of the property, it was believed that future annexation would bring the properties within the City limits, but it was also understood that if the properties were not annexed that they could be developed by the City in the County.

In 2016, the property was part of the annexation request made to the Santa Clara County Local Area Formation Commission (LAFCO). The annexation was denied by LAFCO. Several entities, including the County of Santa Clara and the Santa Clara Valley Open Space Authority have noted preferences for continued use of the site for agriculture. Under intergovernmental immunity, the City could attempt to develop the property in conformance with its own land use designations and permitting process. However, in February 2019, the City Council directed City staff to look at the opportunity to find an alternate, more suitable recreation site that could allow the existing site to

continue to be used for agriculture. This alternative site was identified in 2021 and the City Council approved purchase of 19.58 acres located on Monterey Road just south of Butterfield Boulevard.

With the acquisition of the new site, the former Ball Field Property was transferred to the City's Agricultural and Open Space Preservation Fund. Long term future action by the City Council and other entities will be needed to permanently preserve the former Ball Field Property for agriculture through an easement or other means. This long term easement and transfer is difficult at this time due to the original seller of the property still holding some interest in 3.6 acres on the northern end of the former Ball Field Property through a buyback option.

In 2022, the City has received interest from multiple parties that expressed a desire to use the City owned property for more active agricultural purposes. Due to this interest, the City issued an "Invitation for Letters of Interest for Agricultural Farming Businesses to Lease City-Owned Agricultural Land" in February. The City received two letters of interest, one from ABC Tree Farms and one from LBJ Farms. City staff met with both interested parties and after meeting, it was determined that both businesses would be potential partners at the site. City staff prepared a report for the City Council recommending partnership with both organizations, however, prior to the Council meeting, the City received notice that the organizations were not willing to work together. At the same time, the City also received interest from other parties on use of the property. Due to these issues, the City did not move forward with proposals and began preparation of full Request for Proposals.

In June 2023, the City released a full Request for Proposals with the purpose to explore interest from private agricultural business operators for use of the City property for a mid- to long-term lease or property use arrangement. The guiding criteria for the property use was noted as:

- General agricultural use that continues to use the property productively.
- Use supports agrotourism and economic development for the region and the City of Morgan Hill.
- Opportunity to develop a portion of the site with agrivoltaics.
- Generation of lease revenue for the City of Morgan Hill.
- Safe use of the site from a traffic and public safety perspective.
- Use is allowed under existing Santa Clara County Zoning.

The City received two proposals, from Terra Amico (Attachment 2) and ABC Tree Farm (Attachment 3). The proposals were reviewed and interviews were conducted with both organizations. A five member panel that included the City's Senior Planner, Assistant City Manager for Development Services, Public Services Administrative Manager, Public Services Director, and a representative of Silicon Valley Clean Energy reviewed and rated the proposals. Both organizations provided strong cases for the uses. However, raters scored the proposal from Terra Amico higher. The following table outlines the scores.

Criteria	ABC Tree Farm	Terra Amico
Provides for general agricultural use that continues to use the property productively.	8.4	14.4
Use supports agrotourism and economic development for the region and the City of Morgan Hill.	10.5	15
Allows for opportunity to develop a portion of the site with agrivoltaics.	6.3	11.1
Safe use of the site from a traffic and public safety perspective. Use is allowed under existing Santa Clara County Zoning.	9.9	10.5
Demonstrated professional quality work with similar projects and past experience and references. Experience of personnel/sub-consultants.	22.5	18
Direct Revenue to the City of Morgan Hill	13.8	5.4
Total Score	**71.4**	**74.4**

Moving forward with either proposal will require time and work on behalf of the proposer to navigate the County zoning regulations and permitting. Both organizations understand this and express a willingness to do this within their proposals. ABC Tree Farm provides a stronger opportunity for revenue in the near term. However, City staff believe the concepts and plans provided by Terra Amico best align with the agricultural preservation and agro-tourism goals of the City, provide the most complete proposal, and provide the best opportunity for the City.

Should the Council approve moving forward, the City staff would negotiate an agreement for the potential development and lease of the site. It is anticipated that a formal agreement will come back to the Council for review in the first half of 2024.

COMMUNITY ENGAGEMENT:

Inform

The general public was not involved in the development of the issuance of the RFP. City staff also provided the RFP directly to those expressing interest in agro tourism in the

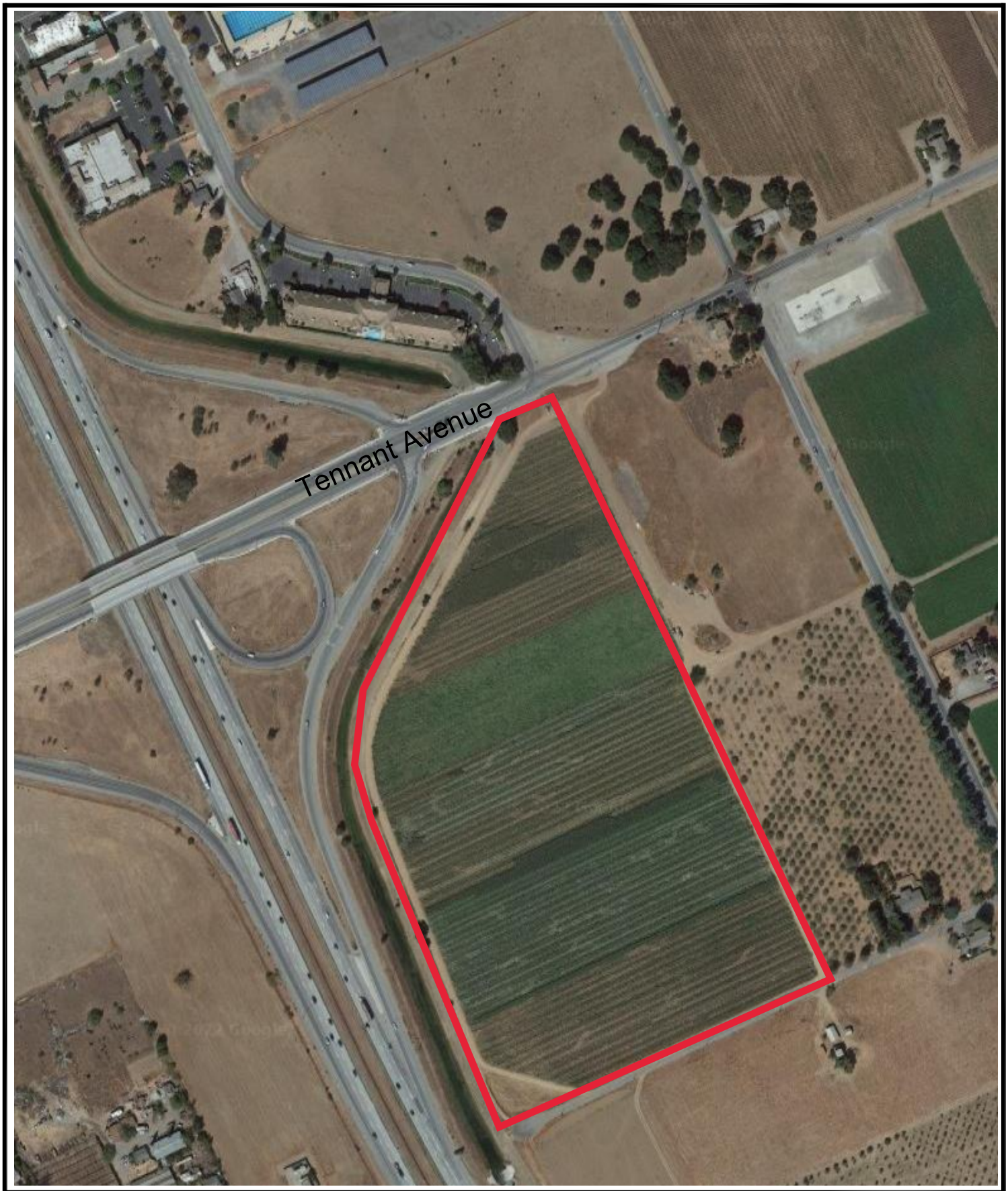
area through past communications and processes. The notice informing interested parties of the RFP was placed on the City's website.

ALTERNATIVE ACTIONS:
The City Council could choose not to move forward with negotiations with Terra Amico and direct staff to negotiate with the ABC Tree Farm.The Council could also choose to not move forward with negotiations with either proposer.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
July 15, 2015 – The City Council authorized the purchase of the Ball Field Site.
February 6, 2019 – The City Council provided direction on development of the Ball Field Site.
August 4, 2021 - The City Council approved the purchase of new park land and the transfer of the existing Ball Field site to the Agriculture and Open Space Fund.

FISCAL AND RESOURCE IMPACT:
Potential future revenue of $13,000 per year may be attainable through a future lease of the City-owned property. The City currently receives approximately $6,000 annually in direct revenue from the lease of the property for basic agricultural use, so an increase of $7,000 annually may be possible. No anticipated costs to the City are anticipated. Supporting this effort is within the Public Services Department's planned activities.

CEQA (California Environmental Quality Act):
Not a Project
Administrative activities and feasibility or planning studies for possible future actions that the agency has not approved, adopted, or funded are not considered projects for environmental review under CEQA. Approving this action will allow a due diligence period to determine the level of review necessary to meet CEQA requirements.



City of Morgan Hill

Public Services Department

CITY OF MORGAN HILL

LOCATION PLAN

City Owned Agricultural Land

Date: 5/30/22	Drwn by: AE	PAGE 1 OF 1

City of Morgan Hill Request for Proposals Agricultural Farming Businesses to Lease City-Owned Agricultural Land

August 11, 2023

Agricultural Institute of Marin – The Center for Food & Agriculture (for illustrative purposes only) | Multistudio + April Philips Design Works

About Our Team

Fattoria Public Market **will be a year-round indoor Farmers Market and Regional Food Hub, allowing farmers, ranchers and other local food producers to have a permanent location to distribute their goods directly to consumers and institutional buyers.** By selling directly in a controlled and shared environment, agricultural producers thrive and as consumers, we connect with our local food producers to create secure, healthy food systems. As an added benefit, we preserve the rich agricultural history of Santa Clara County for future generations.

Organization Information

Organization Name
Fattoria Public Market

Contact
Joe Raineri

Phone
408-209-7667

Email
joe@fattoriapublicmarket.com

Organization Details
Terra Amico Corporation and its subsidiaries have been in business for more than 15 years, currently operating as a California C Corporation. The corporation has never been involved in litigation and is currently managed by Joe Raineri as CEO, Lisa Raineri as COO, and Trevor Raineri as Program and Marketing Director. Presently Terra Amico Corporation has a crew of 15 people. If the City of Morgan Hill awards this contract to our proposal, we plan to form a new entity, most likely a California C Corporation. As a new entity, ***Fattoria Public Market*** will be led by Joe and Lisa Raineri as Principals and the appointed Board of Directors, and will fill positions as appropriate based on stage and funding.

Collaboration Team Members

- Joe Raineri, Terra Amico Corporation, CEO
- Lisa Raineri, Terra Amico Corporation, COO
- Lauren Maass, Multistudio, Principal-in-Charge
- Teresa Jan, Multistudio, Director of Climate Positive Design
- Graham Smith, Multistudio, Planning
- Amanda Harper, Multistudio, Brand Experience
- Patricia Algara, BASE Landscape Architecture, Principal-in-Charge
- Dan Rubins, Fehr and Peers, Traffic Engineering Consultant
- Nahum Goldberg, NG Associates, Food Services Consultant
- Josiah Cain, Sherwood Design Engineers, Civil Engineering
- Brian Turner, CMTA, MEP Engineering
- City of Morgan Hill
- County of Santa Clara
- Julie Morris, Santa Clara County Ag Liaison
- TBD, Structural Engineering and Acoustic Consultant

Advisory Board

- Richard Furtado, Founder and Partner, South Bay Construction
- Debbie Furtado, Designer, Owner of Horse Thief Vineyards, Partner in South Bay Construction.
- Steve Borkenhagen, Founding Partner and Former Market Manager, San Pedro Square Market
- Zack Andrade, Founder and President, Spinaca Farms
- Tim Herlihy, Founder and President, Creative Manufacturing Solutions
- Jen and Sam Thorp, Founders, Owners, Farmers, Spade and Plow Organics
- Jess Brown, Executive Director, Santa Clara County Farm Bureau

1. Description of Development Proposal

This proposal is for the development of a **Public Market and Regional Food Hub** on the 25.6 acres of property at the intersection of Hwy 101 and Tennant Avenue. The working name is ***Fattoria Public Market***, referring to "farm".

Fattoria Public Market will be a year-round indoor farmer's market and food hub, purposely designed to allow local agricultural producers the opportunity to sell their goods directly to both institutional and individual consumers at their peak of freshness. The marketplace will alleviate the burden that farmers, ranchers and other agricultural producers face when struggling to sell their goods at pop-up roadside stands and weekly parking lot farmers markets. By selling directly to consumers in a predictable environment, farmers can increase their income, economically thrive and allow the South County's agricultural history to continue into the future.

Regional food hubs have been identified by the USDA as a feasible model to advance local agriculture and agricultural start up endeavors. ***Fattoria Public Market*** will also include a food hub that provides cold and dry storage, production facilities, packing and distribution, and cooperative marketing services. These collaborative services will make it easier for farmers to gain entry into new and additional markets with high barriers to entry for them individually.

Fattoria Public Market will also be a gathering place for the community and will serve as an enhanced tourist destination within Morgan Hill. The Market will include an event facility for local public and private events, farm education programs to teach the public about the rich agricultural history of Santa Clara County, an operating farm and gardens on site, demonstration gardens, a plant nursery, winery and beer gardens, a Greenhouse Tasting Room serving local food within hours of harvest, and a food truck venue.

Fattoria Public Market will serve as a year-round destination for foodies of all ages to come together in a one of a kind space designed to unite the agricultural producers of our region with the local consumers that they serve. Its presence will support local agriculture, agritourism, and the arts while connecting South Santa Clara, San Benito, and Monterey County producers to the Bay Area markets.

Why here in South Santa Clara County/ Morgan Hill?

Increased agricultural infrastructure in our community means:

- Improved efficiency and sustainability of the local food system and increased food availability.
- Increased access to healthy foods, especially fresh produce (fruits and vegetables), in underserved communities;
- Increased support for the continued viability of agriculture;
- Increased focus on agritourism, creation of new jobs locally and development of new economic opportunities
- Opportunity for partnership with Silicon Valley Clean Energy for Agrivoltaics demonstration and usage
- Preservation of valuable farmlands
- Revenue Generation for Morgan Hill

Credit: DeDAKKAS

What is a Food Hub?

The USDA defines a food hub as a "business or organization that actively manages the aggregation, distribution, and marketing of course-identified food products primarily from local and regional producers to strengthen their ability to satisfy wholesale, retail, and institutional demand." Agricultural infrastructure commonly is defined to encompass aggregation, packing, processing, storage, marketing and distribution capacity and facilities, including "food hubs." The Food Hub is an extension of the core retail component of the ***Fattoria Public Market***, extending the reach from individual retail consumers to industrial buyers.

What problems can it solve?

The challenge for Small-Medium Sized Agricultural Producers:

Limited Distribution and Marketing Capacity – Producers often don't have the available capital or access to facilities to store, process, and distribute their products. Furthermore, due to limited staff or lack of experience, they are not always able to devote the attention necessary to develop successful business relationships with key wholesale buyers or have the resources to develop an effective marketing strategy by themselves.

The challenge for Institutional Buyers:

Logistics – Wholesale buyers often find it too costly to purchase products directly from numerous farms and prefer to reduce transaction costs by buying product from distributors.

Consequently, regional food hubs have emerged as an effective way to overcome these infrastructural and market barriers. For those smaller and mid-sized producers who wish to scale up their operations or diversify their market channels, food hubs offer a combination of production, distribution, and marketing services that allows them to gain entry into new and additional markets that would be difficult or impossible to access on their own. For larger producers, food hubs can provide the product-differentiation strategies and marketing services to ensure the best possible price in the market place. Moreover, for wholesalers, distributors, retailers, and food service buyers who would like to purchase larger volumes of locally and regionally grown products, food hubs lower the procurement costs by providing a single point of purchase for consistent and reliable supplies of source-identified products from local and regional producers.

Regional food hubs are key mechanisms for creating large, consistent, reliable supplies of mostly locally or regionally produced foods. At the core of food hubs is a business management team that actively coordinates supply chain logistics. Food hubs work on the supply side with producers in areas such as sustainable production practices, production planning, season extension, packaging, branding, certification, and food safety–all of which is done to enable these producers to access wholesale customers, such as buyers for food service institutions and retail stores. Simultaneously, food hubs also work on the demand side by coordinating efforts with other distributors, processors, wholesale buyers, and even consumers to ensure they can meet the growing market demand for source-identified, sustainably produced, locally or regionally grown products.

Credit: Plaça del Mercat de Figueres

Regional food hubs are increasing market access for local and regional producers. Institutional food buyers face difficulty finding small and medium sized local producers who can provide a consistent supply of product. **These hubs complement and add considerable value to the current food distribution system.**

Regional food hubs are having significant economic, social, and environmental impacts within their communities. In addition to core operational facilities, the ***Fattoria Public Market*** food hub can provide training and assistance in areas such as sustainable production, season extension, post-harvest handling, branding, certification and food safety.

Public markets increase agritourism opportunities for all members of the community including hotels, restaurants, wineries, and travel and leisure activities. Agritourism is becoming increasingly popular in large and small communities across the country – and for good reason. Today's travelers have become bored with mundane and predictable tourist trap activities; instead, today's travelers crave adventurous, immersive, and valuable experiences. Agri-tourism provides the unique opportunity of mutual benefit between both the community's visitors and the local farms and businesses that help establish these location's character and history. Through agri-tourism, cities and farms are able to teach the rich history of local agriculture through operations and leave a lasting impression upon curious visitors wanting to truly experience and connect with their food, drink, flora, and fauna.

Fattoria Public Market will be designed and constructed as a model for regenerative agriculture, architecture and building construction. The development seeks to demonstrate opportunities for zero waste local food infrastructure and regenerative agriculture that operates without the use of fossil fuels by utilizing both bio-based practices and technological solutions to limit our extraction of natural resources such as energy and water. Energy efficiency will be achieved through bio-climatic architecture and design, rooftop solar, agrivoltaics, and wind energy; On-site water management including permeable surfaces, bioswales and rainwater harvesting will be deployed for recharging the aquifer and reducing water use. Water efficiency including waterless urinals, composting toilets, low flow fixtures, drips, drip irrigation, and greywater treatment will be implemented. Composting, waste management stations, and biodigester will be incorporated to turn compost and manure into nutrients, and back in the soil as a demonstration of regenerative farming. The diverse crops, pollinator gardens, farm animals, and bee farming altogether provide a rich biodiverse habitat for sustainable farming, education, and agricultural tourism.

Our Vision for Fattoria Public Market

The following programming elements for the ***Fattoria Public Market*** create a synergy that is not only engaging and invites participation, but also educational and demonstrates sustainable living. The spaces, both interior and exterior, support adjacency of activities and encourages gathering of community agricultural and hospitality businesses.

- Main Building houses both the **Indoor Public Market** and the **Regional Food Hub**. The Indoor Public Market would allow the community to have access to local, year-round agricultural products on a consistent basis. The space would accommodate year-round producers that meet the requirements of County Health Regulations (e.g. fish mongers, butchers). The Regional Food Hub encompassing cold storage, dry storage, co-packing and collaborative services including packing, distribution and marketing. It also includes commercial kitchen for food processing and catering/food truck use.
- **Outdoor Canopy** for seasonal producers. These spaces would allow seasonal agricultural producers an opportunity to market their products efficiently without the burden of attending parking lot farmers markets and pop-up roadside stands.
- Post and beam **Indoor Event Facility** and **Outdoor Event Facility** available for use by individuals, corporate and government entities, and large-scale public events, workshops, retreat and celebration.
- **Farm to Fork Demonstration and Tasting Venue** – Farm to Fork- serving seasonal dishes featuring locally grown food that is prepared and served by local chefs within hours of being harvested.
- **Outdoor Piazza** will be centrally flanked by the Main Building, Outdoor Canopy, Indoor Event Facility, and Farm to Fork Tasting Venue. The design intent is for all indoor programming to easily expand into the Piazza to accommodate outdoor gathering and seating. The Piazza will host outdoor performances and varying gathering sizes while highlighting views of the farm.
- **Wine and Beer Garden** – allowing local winemakers and brewers to collaborate on tastings and events.
- **Co-op Farm** onsite including livestock, composting, demonstration farms, bee sanctuary, fungi lab, and gardens, and plant nursery. 3rd Party container vertical farming may also be incorporated on-site. Landscape berm might be provided along the highway to provide noise buffer.

2. Estimated Timeline of Development and Operations

Design, Documentation, and Entitlements: 1-1/2 to 2 Years

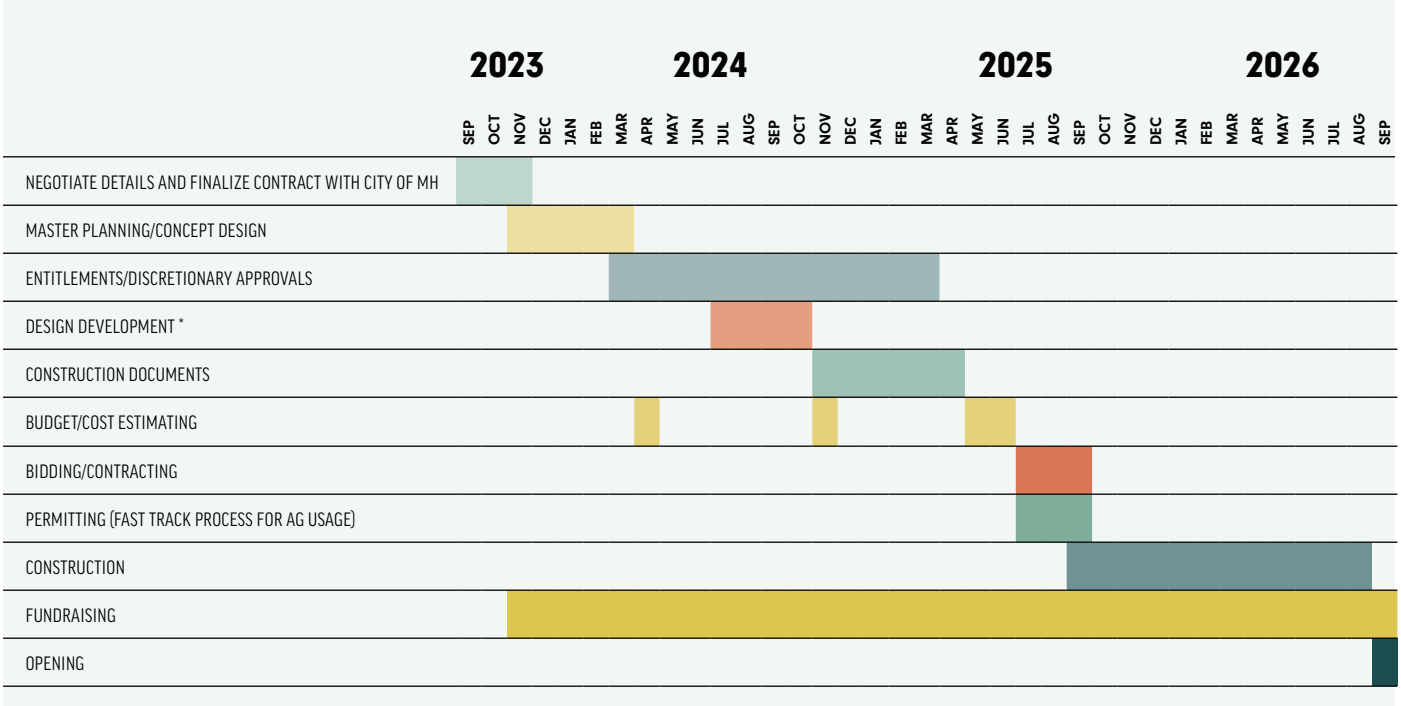
The master planning/ conceptual design phases through permitting may follow the timelines below and will include approvals from different Authorities Having Jurisdiction (AHJ's). As the proposed property is not within Morgan Hill city limits and considered part of County of Santa Clara, reviews and approvals will bridge between city and county agencies. The following list is assumed but not limited to:

- Local Fire Department
- County Health Department
- City and County zoning, planning and building review agencies
- Wet and Dry Utility Companies
- Public Right-Of-Way and Traffic Engineer AHJ

See the forthcoming section on County Zoning and Permitting for additional information.

*It is assumed that planning approval may run concurrently with design development and construction document phases. If planning approval is required prior to drawing documentation, this may add an additional 6 months to the process.

Construction Administration: 1 Year



3. Anticipated Use Levels, Target Markets, and Preliminary Vehicle Access Planning

Target Markets

- Consumers – Individual consumer, including local residents and tourists, wanting to purchase fresh, local agricultural products, learn about agricultural practices or eat and drink at an inspiring venue.
- Institutional Buyers – Industrial buyers including schools, hospitals and restaurants looking to purchase a wide array of fresh local agricultural products at wholesale pricing.

Day to Day Operations

The major uses of the property are proposed as follows:

- Year-Round Indoor Farmers Market
- Food Hub for local farmers, ranchers, and other food producers
- Event "Barn" with indoor and outdoor event spaces
- Nursery for vegetable starter plants and other native and drought tolerant species
- Wine and Beer Garden for local winemakers and brewers
- Operating farm surrounding the improvements including demonstration gardens.
- Educational programming with local public and private school districts focused on climate smart agriculture and regenerative farming in practice
- Special Events such as cooking demonstrations, cooking classes, gardening classes, seasonal pumpkin patch, "Live" Christmas tree farm, school field trips, and food truck experiences.
- Annual Community Harvest Festival highlighting the grape harvest and the South County Wine Trail. This family friendly festival can help fill the void from other Morgan Hill festivals that have been recently suspended.

Site Access and Circulation Reviews

Fehr & Peers will assist the development team by providing multimodal site access and circulation recommendations early in the process to minimize site design changes later in the environmental review process. We will participate in two site plan review cycles. With each review cycle we will help the development team refine the multimodal access and circulation of the project and assist on any traffic-related planning approval. We will focus on the following:

- Pedestrian access and circulation including street-oriented entrances, pathways to transit, driveway treatments, and pathways to parking.
- Bicycle access and circulation including routes to bike parking.
- Vehicle access and circulation including street and driveway locations and permitted driveway turn movements.
- Emergency and service vehicle access.
- On-street and off-street loading areas for transportation network companies, taxis, shuttles, trucks, and waste management/garbage truck access.
- Location of car-share parking (if any).

Credit: Xiafu Farmers' Market

4. Detailed Description of Understanding of County Zoning and Permitting

The County policies have identified this area for agricultural and resources preservation designating the site as appropriate for "Agricultural Medium Scale" land uses, designation within the "Scenic Roads Combining District," and zoned "Agriculture Preservation." To implement the land use and policies desired by the county, the proposed development plan aligns with the land use intent, zoning purpose, use regulations, and development standards for the A-20ac-sr zoning category of Santa Clara County. The intent is to create a mixed-use, sustainable, agriculture-based destination to demonstrate best practices through the creation of a Public Market and Food Hub.

A use permit will be required for the Event Structure and the Farm to Fork Tasting Venue to ensure that use of these elements can be supported by the site and to account for their environmental impacts. The Event Structure will be used for a variety of activities from educational to entertainment programming for people visiting the site and bringing people to the site. The Farm to Fork Tasting Venue will engage people in the preparation of local, site food resources through a test kitchen and on-site food offerings. Application will be made to the Santa Clara County Planning Commission for approval of the use permits as part of the entitlement process prior to development of the site.

All components described in this proposal are permitted under current zoning but may be subject to use permits and architectural site approval. Preliminary meetings have been held with key stakeholders in Santa Clara County who support this proposal and are supportive of its development on this parcel.

Permitted Uses:

- Food Hubs for local farmers and ranchers
- Operating Farm on site
- Demonstration Gardens
- Seed Starting and Plant Nursery
- Year-Round Indoor Farmers Market allowing farmers to sell directly to consumers
- Educational Programs and Field trips for educating children and adults about the history of agriculture in the area as well as the future of farming
- Beer Garden and Wine Garden for local brewers and vintners to sell direct to consumers.
- Greenhouse Tasting Room

Credit: Getty Salad Garden

5. Incorporation of Solar Agriculture Component (Agrivoltaics)

One of the guiding principles of ***Fattoria Public Market*** is to educate the community, farmers and our policy makers about farming practices that are climate smart.

Agrivoltaics is a new form of solar energy for agricultural systems that can be demonstrated on-site. We have had discussions with Tony Eulo at Silicon Valley Clean Energy and indicated a willingness to work with SVCE on an area dedicated to demonstration of an agrivoltaics system as part of the Climate Smart Agriculture program at ***Fattoria Public Market***.

Some of the benefits of Agrivoltaics include:

- Farmers benefit from utilizing farmland to grow crops as well as produce energy
- Agrivoltaics protect certain plants and soils from the harmful effects of direct sun exposure all day, making them yield more, and by keeping the soil cooler they require less water.

Credit: Dennis Schroeder / NREL

6. Lease Payment and/or Desired Financial Agreement with the City

Credit: Restaurante Shiro Peralada

It is our understanding that the City of Morgan Hill will continue with the existing organic farm lease on a month to month basis with existing tenant until such time as we have secured all necessary approvals and permits from Santa Clara County and commence construction.

At the start of construction and development ***Fattoria Public Market***, lease payments would be made to the City of Morgan Hill at the rate of $13,000 per year. (Based on $500/acre per ag land value.)

Fattoria Public Market opens to the public and is operating at a net profit, the City of Morgan Hill will be paid an additional 10% of net revenue from operations. (e.g. Net Revenue in 2026 is $500,000, the City of Morgan Hill would receive an additional $50,000)

Lessee to have an exclusive option to purchase the property anytime during the lease term at the unimproved Agricultural Land Value at the time option is exercised.

Lease term to be 15 years.

Credit: Chef Josh Sutcliff at Profound Microfarm

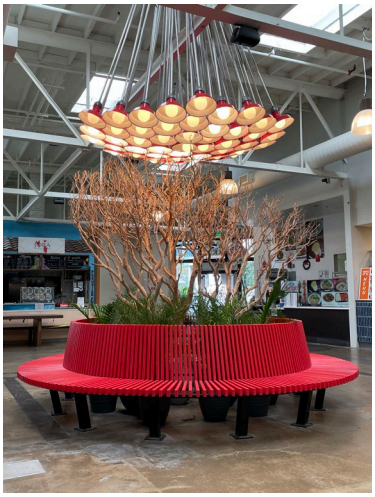
7. References and Past Work

Terra Amico Corporation

Terra Amico is more than just a furniture company – it's a family. Founded in 2010 by certified green builder Joe, and his wife Lisa, Terra Amico revolves around the idea of long term sustainability. It aims to create unique, stylish, and functional furniture for all spaces and needs.

Terra Amico is now one of the largest custom wood and steel furniture/fixture/millwork manufacturers in the state of California. The company has artfully handcrafted custom furnishings for thousands of clients. From homes, to restaurants, to offices, hotels and retail stores, Terra Amico furniture is present at many locations across the country and even the world.

We are a team of almost 30 people, who are passionate about what we do, and thankful for the opportunity to do what we love. In addition to fabricating unique statement pieces of furniture, we are proud to be teaching the art of woodworking to the next generation. All of our children have worked with us, as well as most of their friends. We are fortunate to be able to see our passion for creating and fabricating handed down as the torch is passed to the next generation.



San Pedro Square Market

Tom McEnery, Steve Borkenhagen

Food hall with a mix of boutique food eateries and beer, wine and cocktails. Terra Amico was the primary designer/builder of furniture, fixtures, and millwork. Salvaged and repurposed historic elements from project site.

San Jose, California

Reference

Steve Borkenhagen, Partner and Market Manager
stephen.borkenhagen@gmail.com | 408.813.5984

Relevant Program Elements

Food Hall; Public Market; Eateries; Bars

State Street Market

Bon Appetit, Los Altos Community Investments

Designed and fabricated furniture, millwork, fixtures, planters, and displays.

Los Altos, California

Reference

Robert Hindman, Managing Director Los Altos Community Investments

robert@losaltoscommunityinvestments.com | 408.841.6366

Relevant Program Elements

Food Hall

Google, Inc., eBay, Paypal, Pinterest, Amazon

One Workplace, Pivot Interiors, InsideSource

Designed and fabricated furniture, millwork, fixtures, displays, office furnishings, barn doors, and various creative projects including “adult” playgrounds, dog parks and RV themed workspaces.

Nationwide

Reference

Mark Bulman, Account Executive, One Workplace

mbulman@oneworkplace.com | 408.667.4586

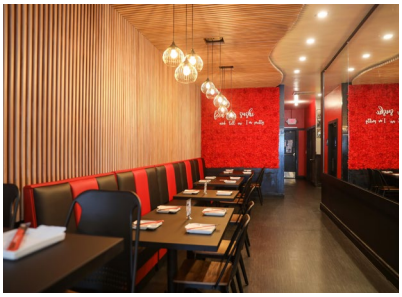
Relevant Program Elements

Creatively Enhanced Workspace; Corporate Cafes; Collaborative Work Areas

Bay Area Bars and Restaurants

Orchard City Kitchen, Paper Plane, Luna Mexican Kitchen, Sushi Confidential, Palmerinos

Designed and fabricated furniture, millwork, fixtures, displays, lighting



Northern California

Reference

Randy Musterer, Founder and CEO, Sushi Confidential

sushirandy@gmail.com | 408.761.7341

Relevant Program Elements

Restaurants; Bars

Multistudio

Multistudio has been in business for 49 years,evolving from an architecture firm to a multidisciplinary practice that also includes brand experience, city design, education design, and interiors. Our team consists of members of different backgrounds, disciplines, and practice areas to help insure that the spaces we design connect with the people they are intended for. Our process is highly collaborative and investigative. We immerse ourselves in specifics of the site and seek to uncover the unique challenges and opportunities as we aspire to establish a strong source of pride and identity for the city of Morgan Hill. We enter into this opportunity with the intention of creating an experience that improves the community's relationship to their local food system, stokes urban vitality and promotes people's health, happiness, and well-being.

The depth of our expertise in the hospitality sector helps us conceive spaces, such as the one proposed, that all visitors find welcoming, easy to navigate, and memorable. We aim to develop a compelling brand idea that can be expressed holistically over a connected system of interrelated touchpoints. These touchpoints may include physical environments, graphics and interiors, amenities and activities, digital platforms, entertainment and educational programs. Ultimately we are charged with orchestrating and enhancing a dynamic and cohesive experience that resonates with audiences and reinforces the regenerative food hub mission.

Master Plan of The Center for Food and Agriculture

Marin Institute of Agriculture

A zero-waste farmers market and educational space dedicated to healthier food culture. The Center will foster deeper connections between our community and their favorite farmers' market, and advance the collective efforts for better food, a cleaner climate, and economic justice for a part of the renewed food system.

Marin, California

6,820 sqft (4.7 acre site)

Reference

Andy Naja-Riese, CEO, Agricultural Institute of Marin

andy@agriculturalinstitute.org | 415.472.6100

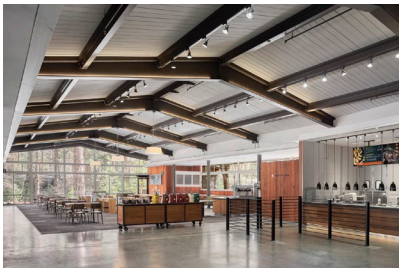
Relevant Program Elements

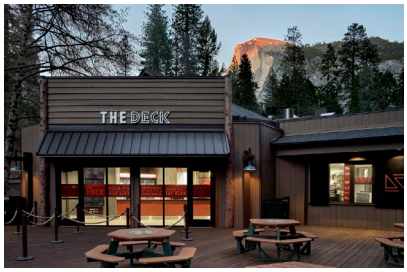
Visitor Center; Demo Kitchen; Workshop Meeting Rooms; PV Canopy; Plaza; Education Farm Garden; Greenhouse; Climate Garden; Learning Yurt; Farmer's Market; Restroom Stations; Cold Storage

Yosemite Valley

Aramark

Working with Aramark, we redesigned the concession spaces to maximize the enjoyment of nature; improve circulation to move visitors from entry to eating more efficiently; and celebrate the history of the park and unique story of each destination.





Yosemite National Park

18,000 sqft (Degnan's); 22,000 sqft (Base Camp); 17,800 sqft (Curry Village)

Reference

Bob Concienne, Vice President of Operations, Aramark
Concienne-Bob@aramark.com | 720.255.9548

Relevant Program Elements

Eateries

The American Royal

American Royal

The new complex is envisioned as an innovative hub for agricultural education and events that combines diverse programs, including 5,000- seat and 3,500-seat arenas, an outdoor arena, exposition barns, a museum, an exhibition hall, and outdoor festival space to host a range of industry events, rodeos, and horse shows, as well as an education and welcome center for food and agricultural education.

Kansas City, Kansas

1,000,000 sqft

Reference

Peter Lacy, President, Lacy & Company

lacy@kcnet.com | 816.531.7000

Relevant Program Elements

Auditorium, Barns, Educational Exhibits, Kids Programming, Bar, Cafe, Outdoor Plaza with Event Space, Festival Grounds

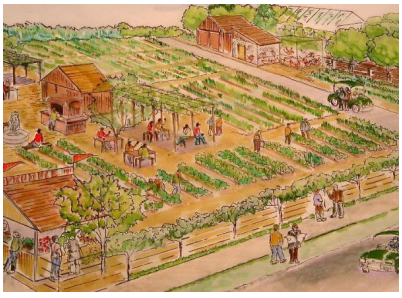
BASE Landscape Architecture

BASE Landscape Architecture is an optimistic and insatiably curious team with a portfolio that spans multiple sectors and typologies, including education and play, parks and gardens, residential, and public spaces. BASE is a Woman & Minority-Owned Business Enterprise (WMBE) and a Local Business Enterprise (LBE) in San Francisco, with another office in beautiful Portland, Oregon.

Treasure Island Job Corps Farm

Treasure Island Job Corps

The one acre Treasure Island Community Farm was designed with a strong focus on educational and highly productive agricultural programs. Patricia Algara, along with Willow Rosenthal of City Sliker Farms, and Architecture for Humanity consulted with the Job Corps center to develop a farm plan that included the farm site design and a planting plan of specific crops that had been researched and tested as the best producing crops for this area. The plan also included methods to integrate green construction of the planting beds and various structures (chicken coop, greenhouse, farm stand, etc.) that the students could perform themselves



Treasure Island, California

1 acre site

Reference

Corey Block, Farm Coordinator, Treasure Island Job Corps

coreyblock@gmail.com | 415.217.7999

Relevant Program Elements

Farm, Gardens, Greenhouse, Farm Stand

8. Conceptual Site Plan

1. Pedestrian Entry Plaza with Wind Turbine Tree
2. Indoor Public Market & Regional Food Hub
3. Outdoor Canopy
4. Piazza
5. Event Facility
6. Farm to Fork Tasting Venue
7. Nursery
8. Wine & Beer Garden
9. Bike Parking
10. Guest Parking
11. Rideshare Pick up / Drop off Point
12. Support Parking & Delivery
13. Waste Management
14. Domestic Animals: goats, chicken, & cows
15. Climate Educational Garden
16. Soil Lab + Biodigester
17. Compost
18. Co-op Farm
19. Fungi Lab
20. Fruit Trees Garden
21. Pollinator Shelters & Garden
22. Acoustic Orchard Berm
23. Cistern
24. Agrivoltaics
25. Pedestrian Gateway
26. Potential MoGo Stop

1. Pedestrian Entry Plaza with Wind Turbine Tree

2. Indoor Public Market & Regional Food Hub

3. Outdoor Canopy

4. Piazza

5. Event Facility

Credit: New World Wind

Credit: Östermalms Food Hall

Credit: Harbour Market Vodice

Credit: Puerto Protal's Farmers Market

Credit: The Barn at Botley Hill by Haley Bray Photography

6. Farm to Fork Tasting Venue

8. Wine & Beer Garden

14. Domestic Animals: goats, chicken, and, cows

15. Climate Educational Garden

16. Soil Lab + Biodigester

Credit: DeDAKKAS

Credit: Kony V Design Atlanta Beer Garden

Credit: Goat Feeding / Freepik.com

Credit: Agricultural Institutute of Marin – The Center for Food & Agriculture (for illustrative purposes only) | Multistudio + April Philips Design Works

Credit: BASE Landscape Architecture

17. Compost

18. Co-op Farm

19. Fungi Lab

21. Pollinator Shelters & Garden

24. Agrivoltaics

Credit: Hirzel Farms

Credit: reNature. agroforestry

Credit: BASE Landscape Architecture

Credit: BASE Landscape Architecture

Credit: Jacks Solar Farm by Werner Slocum NREL

USE PROPOSAL

FOR

City of Morgan Hill

LOCATED AT

Hwy 101 and Tenant Ave.

Morgan Hill, CA

APN 817-14-004, 817-14-005 and 817-14-009

FROM
ABC Tree Farms, LLC
2464 El Camino Real #934
Santa Clara, CA 95051
abctreefarms@gmail.com
Holly: 707-775-1520
Jerry: 503-975-8733
www.abctreefarms.com

Jerome R. Klima Jr., Sole Member
Holly Prinz, Director of Operations

Primary Contact

Jerome R. Klima Jr.
ABC Tree Farms, LLC
PMB 367 at 25 NW 23rd Place, Ste. 6
Portland, OR 97210
abctreefarms@yahoo.com
5039758733 Cell Number

Description and Development Proposal

Proposed Uses, Periods of Operations, Staffing, and Maintenance Plan

ABC Tree Farms, LLC proposes to use the subject property for seasonal agricultural uses in conjunction with Agritainment. Uses are to include a seasonal fruit stand in conjunction with a seasonal U-cut flower farm and spring sunflower maze. A Halloween Pumpkin Patch and a U-cut Christmas tree farm. ABC proposes growing no spray and organically grown (I do not believe we can do certified organic on this site because of prior herbicide and pesticide use) fruits vegetable and berries on site to supply the fruit stand. Further information on each of these uses follows.

Halloween Pumpkin Patch: ABC Tree Farms proposes operating a Seasonal Pumpkin Patch**.** Proposed days of operation are August 15, annually through November 10, annually for the Pumpkin/Halloween Sales, which will include set up and tear down of the operation. Hours of operation will be Seven days a week, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 10:00 AM and remain open until 10:00 PM.

The area will be as diagrammed in the attached Potential Halloween/Pumpkin Patch Plot Plan. Based on my conversation with the Santa Clara County Planning Department the entitlements of the property that currently exist allow, in addition to agricultural uses, a choose and cut Christmas tree farm as well as a corn maze and agriculturally based entertainment in conjunction with a Pumpkin Patch. It will not allow additional entertainment such as inflatable rides and games. These uses will be allowed upon application and approval of a Conditional Use Permit for them. ABC Tree Farms, LLC with the approval of the City of Morgan Hill first obtained intends to submit an application for a Conditional Use Permit to the County of Santa Clara for additional Agritainment uses on this site. The City of Morgan Hill will be consulted ahead of submission for the Conditional Use Permit and any submission will have to be approved in writing by the City of Morgan Hill prior to submission.

Until we receive approval of the Conditional Use Permit from the County of Santa Clara operations for the Halloween Season will be limited to the following (with landlord approval), a pumpkin patch, a hay and straw maze, photo areas, petting zoo, pony rides and tractor rides. All necessary permits and approvals will be acquired from the County of Santa Clara. Garbage and chemical toilets will be provided on the site by United Site Services and 7 Day Box. We will have no hazardous chemicals on our site. Once we receive approval of our Conditional Use Permit from the County of Santa Clara we are requesting the use of a 100’ x 140’ tent, (6) 20’ x 25’ Game Tents, and (12) 20’ x 20’ canopies which are all made of Fire Retardant material. Tent permits will be filed with the City Fire Department. We propose having approximately 20 inflatable amusements including bounce houses, obstacle courses and slides for children ages 2-12 that meet all California state requirements along with a super slide and pony rides. Inflatables are tied down using 1"x36" double head steel stakes made by Hogan Tent Stakes that go into the ground 30 inches (see attached picture). Each stake has the capability of holding down 2000 lbs. The tie down consists of a minimum 3/8" polypropylene rope with a minimum breaking strength of 2430 lbs. The rope is tied to stake and all tie downs located on the inflatable. Tie downs are double stitched on all inflatables. A picture of the inflatable tie down is attached and the approximate number of tie downs per inflatable below. Small Jumpers (20x20) generally have 6-10 tie downs. Medium Size Jumpers or 3N1's generally have 8-12 tie downs and 40x60 Slides have 20 tie downs.

We are requesting that 3 trailers be allowed on site during these seasonal sales events for use as on site security by our managers. Parking is as diagrammed on the site plan. Proposed staffing will be

2-10 employees on site depending on time and day of week. Items that will be sold will be pumpkins, gourds, squash, corn, Halloween items and décor. Anticipated attendance over the course of 30 days is approximately 2500 people. Security would be provided on weekends and peak business times.

Weed abatement will be provided prior to occupancy and maintained throughout the lease period. All trash will be cleaned from the site daily and placed in debris containers on site. All leftover hay and pumpkins will be removed from site and mulched and used for soil enhancement.

Christmas Tree Choose and cut : Proposed days of operation are November 10 through December 30, annually for Christmas tree sales which includes lot set up and tear down periods. Hours of operation will be seven days a week from Thanksgiving to Christmas Eve, Sunday through Thursday we will open at 10:00 AM and close at 9:00 PM. Friday and Saturday we will open at 9:00 AM and remain open until 9:00 PM.

The area will be as diagrammed in the attached Potential Christmas Tree Plot Plan. All necessary permits and approvals will be acquired from the County of Santa Clara. Garbage and chemical toilets will be provided on the site by United Site Services and 7 Day Box. We will have no hazardous chemicals on our site. We are requesting the use of a 100' x 140' tent which is made of Fire Retardant material. Tent permits will be filed with the Contra Costa County Fire Department. We are requesting that 3 trailers be allowed on site for use as security for our managers. Parking is as diagrammed on the site plan. Proposed staffing will be 2-10 employees on site depending on time and day of week.

Weed abatement will be provided prior to occupancy and maintained throughout lease period. All trash will be cleaned from the site daily and placed in debris containers on site. All leftover trees will be removed from site and mulched and used for soil enhancement. The site will be thoroughly cleaned and inspected at the end of the season and returned to its original condition from the start of the lease.

Items that will be sold will be Christmas trees, wreaths and garlands and assorted Christmas Holiday Items. Anticipated attendance over the course of the 30 day period is approximately 1500 families.

Farmstand and General Agricultural Use:

We intend to use the site to operate a farmstand compliant with and as allowed in the Santa Clara County Code and to use parts of the property to continue with agricultural uses to grow crops that are complimentary to our sales operations. Included in this component of the use would be a summer flower maze and U Pick flower area as well as row crops and berries to be sold from the fruit stand. Crops will be no spray whenever possible and we intend to use organic and low till or no till methods in our crop production as much as possible.

Throughout all operations the property will be cleaned and maintained on a daily basis.

Estimated Timeline of Development and Operations

We anticipate beginning the uses allowed and entitled to the property currently immediately upon approval of being the winning applicant if we are the winning applicant. We will begin the Conditional Use Permit approval process immediately upon being accepted the winning bidder if we are the winning bidder but we expect that to be an eighteen month to two year process. It will

take six months to one year to get an environmental Impact report and then the application will have to be docketed by the County and we will hopefully get approved for our intended uses. We are familiar with this process and have received numerous Conditional Use Permits in the past for other projects. We are requesting to have a one year delay after we receive approval for the project to pay a rental increase and have the rental increase occur the year after we get the approval for the Conditional Use Permit because we have no idea what time of the year we may receive the approval and we may not have the ability to utilize the approval on the calendar year we receive it.

Anticipated Use Levels and Target Markets

Target markets for the fruit market is generally a local market with a slight draw from Highway 101 of outside the area customers that are driving by. The large number of existing fruit stands in the area may limit the success of the fruit stand sales as there is already extensive competition. The age group of the fruit stand customer includes the entire demographic of the population. The target market for the U pick flower maze and Halloween and Christmas events will draw customers from within 100 miles of the location and includes all demographics but concentrates on extended families with children.

Anticipated use levels for the site using the current entitlements allowed for the peak Agritainment period over the course of the 30 day period is approximately 1500 family visits each for Halloween and Christmas. But this could increase if the requested Conditional Uses are granted by the County of Santa Clara to an anticipated 4500 family visits per season.

Preliminary Vehicle Access Planning

For access to the fruit stand we will request an easement be allowed from the County of Santa Clara that allows access to the property from Tennant Rd. Currently it appears that the property is being accessed from the adjacent property along Tennant Rd. and it may be necessary to purchase a temporary or seasonal right of way from the adjacent property owner.

For Agritainment events we anticipate accessing the site through the public right of way on Fisher Avenue. Traffic would be directed by signs from Tennant Rd. to Murphy Rd. and then along Fisher Rd where at the end of Fisher Rd. we anticipate installing a graveled parking area on the property. The proposed graveled parking areas will be installed using fabric so that it can be removed in the future if necessary without damaging the agricultural value of the site.

Detailed Description of County Zoning and Permitting

We have spoken with the County of Santa Clara on several occasions regarding this property and have had a County Planner specifically assigned to review the code regarding the property and the project we are proposing. Current entitlements would include agricultural uses such as growing Christmas trees, fruit and vegetables as well as a corn or sunflower maze and limited Agritainment that is agriculturally related only. We are allowed to operate a modest fruit stand on the property with the current entitlements and plan on doing so in conjunction with growing crops on the property while we obtain a Conditional Use Permit. Obtaining permits for the full scope of the

project will require an environmental impact report and applying and being approved for a Conditional Use Permit. We are aware from the definition of the RFP that we will be responsible to pay for this. We estimate the timeline needed to obtain approval for this from the County to be eighteen months to two years.

Incorporation of Solar Agriculture Component

My understanding of Agrivoltics from Wikipedia is the definition that follows:

Agrivoltaics, agrophotovoltaics, agrisolar, or dual-use solar is the simultaneous use of areas of land for both solar panels and agriculture Because solar panels and crops must share the sunlight, the design of agrivoltaic facilities may require trading off such objectives as optimizing crop yield, crop quality, and energy production. In some cases crop yield increases due to the shade of the solar panels mitigating some of the stress on plants caused by high temperatures and UV damage.[3]

The technique was originally conceived by Adolf Goetzberger and Armin Zastrow in 1981,[4] Agrivoltaics can refer to different methods of combining crops with solar panels, from conventional solar panels placed on top of crops, to greenhouses made of semi-transparent PV panels.

Definition[edit]

Agrivoltaic practices and the relevant law vary from one country to another. In Europe and Asia, where the concept was first pioneered, the term *agrivoltaics* is applied to dedicated dual-use technology, generally a system of mounts or cables to raise the solar array some five metres above the ground in order to allow the land to be accessed by farm machinery, or a system where solar paneling is installed on the roofs of greenhouses.[*citation needed*]

By 2019, some authors had begun using the term *agrivoltaics* more broadly, so as to include any agricultural activity among existing conventional solar arrays. As an example, sheep can be grazed among conventional solar panels without any modification. Likewise, some conceive agrivoltaics so broadly as to include the mere installation of solar panels on the roofs of barns or livestock sheds.[2]

System designs[edit]

There are three basic types of agrivoltaics that are being actively researched: solar arrays with space between for crops, stilted solar arrays above crops, and greenhouse solar arrays.[1] All three systems have several variables used to maximize solar energy absorbed in both the panels and the crops. The main variable taken into account for agrivoltaic systems is the tilt angle of the solar panels. Other variables taken into account for choosing the location of the agrivoltaic system are the crops chosen, panel heights, solar irradiance and climate of the area.[1]

The most conventional systems install fixed solar panels on agricultural greenhouses,[5] above open fields crops or between open fields crops. It is possible to optimize the installation by modifying the density of solar panels or the inclination of the panels.[6]

Vertical systems[edit]

Vertically mounted agrivoltaic systems with bifacial photovoltaic modules systems have been developed. Most agricultural fences can be used for vertical agrivoltaics.[7] Overall, at least one PV module between posts is acceptable for most fences for $0.035/kWh for racking on existing fencing in the U.S.; although the yield for a vertical PV is only 76% facing south, the racking cost savings enable fence-retrofit agrivoltaics to often produce lower levelized cost electricity.[7] For fence PV, microinverters had better performance when the cross-over fence length was under 30 m or when the system was small, whereas string inverters were a better selection for longer fences.[8] Simulation results show that the row distance between bifacial photovoltaic module structures significantly affects the photosynthetically active radiation distribution.[9] Next2Sun has commercialized vertical agrivoltaic

systems in Europe.[10] Open-source vertical wood-based PV racking has been designed for farms[11] that is (i) constructed from locally accessible (domestic) renewable and sustainable materials, (ii) able to be made with hand tools by the average farmer on site, (iii) possesses a 25-year lifetime to match PV warranties, and (iv) is structurally sound, following Canadian building codes to weather high wind speeds and heavy snow loads. The results showed that the capital cost of the racking system is less expensive than the commercial equivalent and all of the previous wood-based rack designs, at a single unit retail cost of CAD 0.21.[11]

Integrated systems[edit]

A standalone solar panel integrated system using a hydrogel can work as an atmospheric water generator, pulling in water vapor (usually at night) to produce fresh water to irrigate crops which can be enclosed beneath the panel (alternatively it can cool the panel).[12][13]

We will cooperate with the City of Margan Hill's desire to install solar components on the property wherever it is mutually beneficial. Although we do not currently intend to install greenhouses on the property that may change in the future and we would be open to a dynamic agrivoltaic installation as well. Definitely, the parking area would be an excellent place to install solar facilities although the installation would not be Agrivoltaic as defined above it would be nice to have the shade component for our customers.

Desired Financial Agreement with the City

Proposed Rental Rate: We are proposing a payment rate of $22,000 per year while uses are limited to the entitled agricultural uses not requiring a Conditional Use permit. Afterwards the rate will increase to $46,000.00 per year one year after a Conditional Use Permit is acquired with Santa Clara County allowing the requested and mutually agreed upon Agritainment uses. We prefer a long term lease on the property and are open to negotiation with the City of Morgan Hill as to term. Acquiring the Conditional Use Permit will take a one year minimum period and we will have to invest in an environmental impact report and numerous county fees.

Proposed Size of Leased Area: 25.6 acres

Proposed Lease Term: Lease term is proposed for year round use with a minimum term of ten years with two additional five year options. We are agreeable to a longer lease term if available and in the event that only a short term lease is available we would be willing to chane our offer to reflect the fact we might not obtain the proposed Conditional Use Permit.

References and Past Work

Company Background and Relevant Experience

ABC Tree Farms, LLC has been operating retail Christmas Tree Sales Sites and Halloween Pumpkin Sales Sites, Summer Fun Zones, Fruit Stands and Farmer Markets for over 40 years. On any given year, ABC Tree Farms operates 18-24 retail locations in the San Francisco Bay Area and in Southern California. We operate a clean, professional, first class operation. In addition ABC Tree Farms is also a grower and wholesale supplier of Pumpkins, Christmas Trees and nursery items.

In the past and currently we lease properties from a wide range of Shopping Center Owners and landowners, including Contra Costa County Airports Division, City of Antioch, City of Santa Clara, County of Santa Clara Roads and Airports, Samtrans, Santa Clara Valley Transportation Authority, Eastridge Mall, Fremont Hub Shopping Center, Capital Square Shopping Center, Bayfair Shopping Center, Outlets of San Clemente, NewPark Mall, Southland Mall, Westfield Shoppingtown Oakridge, Westfield Shoppingtown Plaza Bonita, Plaza Camino Real Shopping Center, University Plaza Shopping Center, Westgate Shopping Center, Century Theaters, Property Development Associates (Safeway), CVS Pharmacy, State of California, East Bay Regional Parks District, City of Lake Elsinore as well as numerous individual property owners.

We are currently listed as a sole member LLC of which Jerome R Klima Jr is the sole member and we are licensed to operate in three states including California, Oregon and Washington.

There is currently a lawsuit filed against ABC Tree Farms, LLC and Jerome R. Klima Jr by Pamela Noisette Hosley. The incident occurred when Ms. Noisette Hosley, who worked at the time for United Construction Services and was accessing the toilets in the ABC Tree Farms, LLC storage yard in Winchester California, had to pass through a preliminary gate prior to opening the gate to the ABC Tree Farms, LLC storage. The property this preliminary gate was located on was being leased by Always Rollin Corrals and Ms. Noisette-Hosley claims to have been bit by a dog belonging to the owner of Always Rollin Corrals, Daniel Winter. This incident occurred before she entered the property being leased by ABC Tree Farms, LLC and did not occur inside the area being leased by ABC Tree Farms, LLC. However we are named as a party to the lawsuit because she was entering the area to service our temporary toilets. I have turned this over to my insurance company and they are taking care of it. My understanding is that we have no direct involvement in the case and should be released from any liability. There are no other lawsuits that I am aware of in the last five years.

We have a better business Bureau rating of A+ with no complaints filed.

Please feel free to visit our website at http://www.abctreefarms.com to view photos and more detailed information on our other locations.

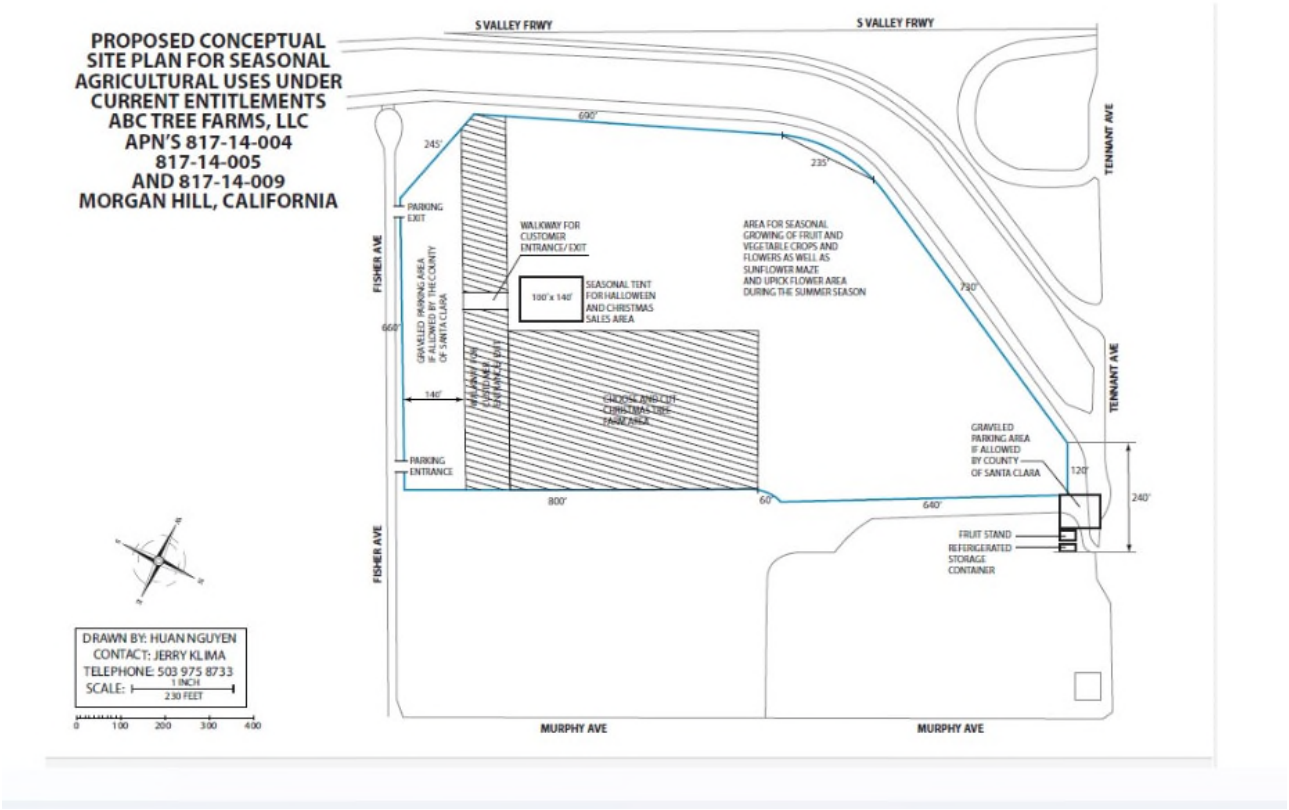
Conceptual Site Plans

Please see attached conceptual site plans and photos. Please note that these site plans are conceptual only because until we make application for the CUP and receive the conditions of use we are uncertain exactly how we will be allowed to utilize the property. Further any plans we submit as well as any uses we are entitled to under the current zoning of the property will first have to be approved as an agreed use by the City of Morgan Hill. Once approved we will make application to the County of Santa Clara. Any improvements we are proposing will be temporary and easily removable such as a tent for the Fruit Stand area. These improvements although temporary will first have to be approved by the City of Morgan Hill, then the County of Santa Clara and then passed by the County Building Department and the County Fire Department. All components of this plan will be fully compliant with all of the governing bodies overseeing the use of the property before they will be open for public use. I have attached a conceptual photo of the tent for the fruit stand but these plans are fluid depending upon the input of the governing bodies so that we receive full staff support and approval for our proposed project.

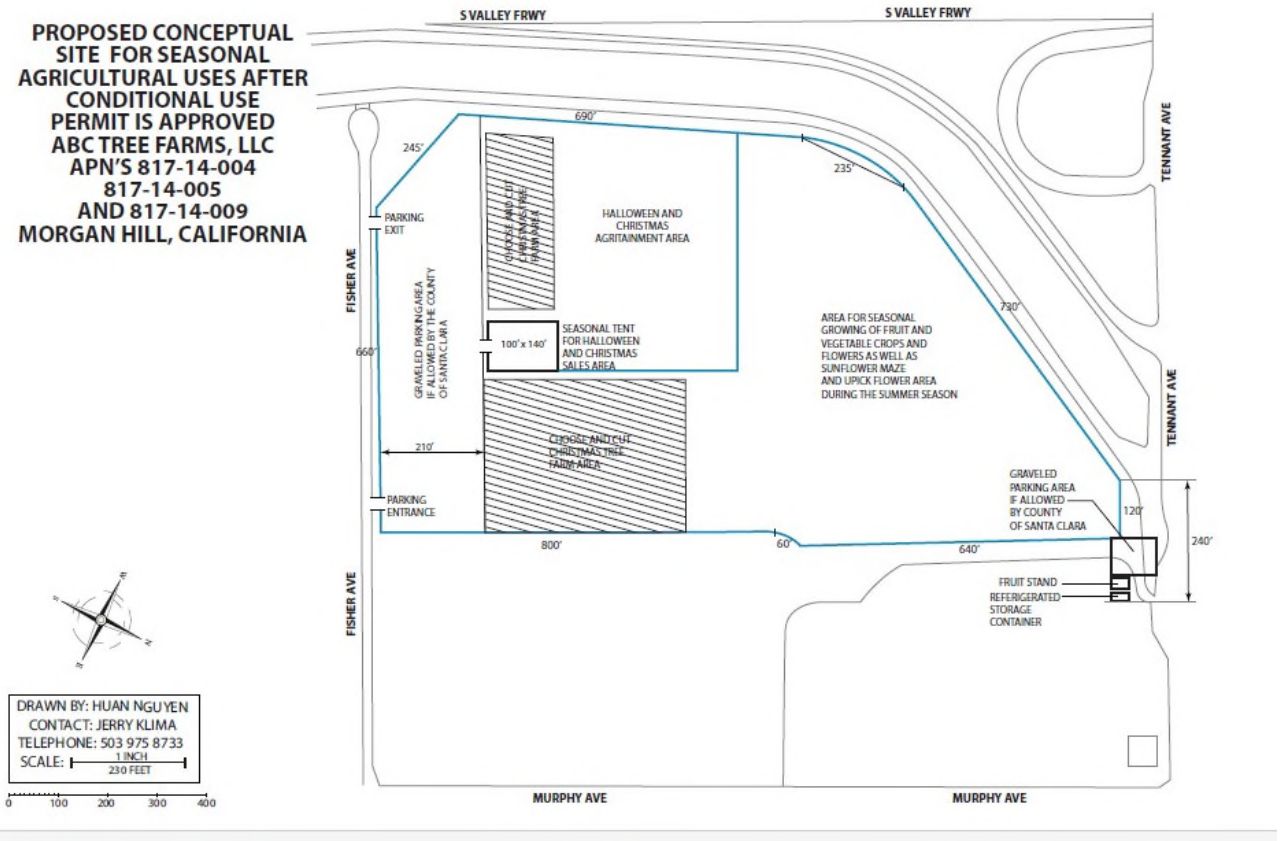
COVID-19 Protocols

Due to COVID-19, we are aware that we must follow any city, county or state ordinances that are in place at the time we are open to the public. We will be prepared to enforce masks, practice social distancing and to monitor the traffic in and out of the lot if required. We always have hand washing stations and hand sanitizer on site as well.

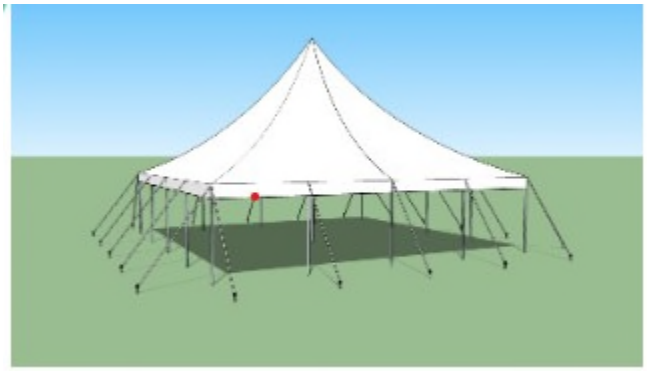
Proposed Conceptual Site Plan For Seasonal Agricultural Sales Under Current Entitlements



Proposed Conceptual Site Plan For Seasonal Agricultural Sales After Conditional Use Permit is Obtained



Conceptual Drawing of Tent to be Used for a Fruit Stand



CITY OF MORGAN HILL

CITY COUNCIL STAFF REPORT
MEETING DATE: November 15, 2023

PREPARED BY:
Christina Turner, City Manager
APPROVED BY: City Manager

PROVIDE DIRECTION TO STAFF ON PROPOSED FUTURE COUNCIL INITIATED AGENDA ITEMS

RECOMMENDATION(S)
Determine if the majority of the City Council wants the following items agendized at a future meeting for discussion:

1. Consider providing more lead time for posting City Council agendas;
2. Consider a discussion on the Agricultural Mitigation Policy 18.152.050 - Mitigation ratio;
3. Consider a discussion on potential funding mechanisms for public art;
4. Consider revisiting City Council Policy 21-02, City Council Funding Requests; and
5. Consider a discussion on options for providing public comment and the transparency of remote meeting participants.

COUNCIL PRIORITIES, GOALS & STRATEGIES
City Council Ongoing Priorities
Protecting the Environment and Preserving Open Space and Agricultural Land
Supporting our Youth, Seniors, and Entire Community
Preserving and Cultivating Public Trust
Preserving our Community History
Enhancing Diversity and Inclusiveness

2022-2023 Strategic Priorities
Community Outreach, Engagement, and Messaging

REPORT NARRATIVE:
Section 4.2 of City Council Policy 97-01 (Attachment 1) allows members of the City Council to request items be added to an upcoming City Council agenda by requesting an item during the “Future Council Initiated Agenda Items” section of the agenda. A City Council report will then be placed on an upcoming agenda for Council discussion and consideration.

Below are brief descriptions of several items proposed for Council consideration.

1. Consider providing more lead time for posting City Council agendas (requested by Council Member Martinez Beltran, attachment 2)

In accordance with the Ralph M. Brown Act, Government Code 54954.2, the legislative body of the local agency shall post the City Council agenda at least 72 hours (Sunday 6:00 p.m.) before a regular Wednesday at 6:00 p.m. meeting. Current practice for the City of Morgan Hill has been to post City Council agendas the Friday before the Council meeting.

A Council Member has requested City Council meeting agendas be posted with more lead time in order to allow more time to prepare and inform the community.

Staff is seeking direction from City Council on whether they would like to agendize this item for a formal discussion on creating a policy to post agendas with a designated amount of lead time outside of the Brown Act requirement.

The estimated staff time to prepare a full City Council Staff Report on this topic is approximately 4 hours.

2. Consider revisiting Agricultural Mitigation Policy 18.152.050 - Mitigation ratio (requested by Council Member Martinez Beltran, attachment 3)

The City's Agricultural Lands Preservation Program supports the permanent preservation of open space/agriculture. The program sets forth mitigation to address the conversion of agricultural lands within the city limits and identifies policies and procedures for preserving viable agricultural lands and creating a greenbelt along the southern edge of the City's sphere of influence boundary. The Mitigation Ratio states "a minimum of one acre of agricultural land (1:1 mitigation ratio) shall be preserved for each acre of agricultural land changed to a non-agricultural use." In 2020, the State re-evaluated the farmland-type designations, which resulted in a further reduction of prime farmland in the City and the City's sphere of influence.

A City Council discussion on the Agricultural Lands Preservation Program - Mitigation Ratio, was requested to reconsider directing mitigation funds to a local urban forestry plan as part of the City's Climate Action Plan and Agricultural Plan.

Staff is seeking direction from City Council on whether they would like to agendize this item for a formal discussion on the mitigation ratio.

The estimated staff time to prepare a full City Council Staff Report on this topic is approximately 20 hours.

3. Consider a discussion on funding mechanisms for Public Art Funding (requested by Mayor Turner, attachment 4)

The City of Morgan Hill established art goals in the Morgan Hill 2035 General Plan and

Downtown Specific Plan to enhance the visibility of art and elevate creative culture. The City currently has an extensive art program guided by the Library Culture and Arts Commission. However, this program is completely opportunistic in nature and does not have any dedicated funding source that contributes to the City's Art Fund. Therefore, there is no discretionary funding to support the installation and maintenance of art in public spaces or in private development.

Mayor Turner requested the City Council have a discussion on options for public art funding sources and staff is seeking direction from City Council on whether they would like to agendize this item.

The estimated staff time to prepare a full City Council Staff Report on this topic is approximately 10 hours.

4. Consider revisiting City Council Policy 21-02, City Council Funding Requests (requested by Mayor Turner, attachment 4, and Council Member Borgioli, attachment 5)

In 2021, the Council adopted City Council Funding Requests Policy 21-02 (attachment 6) to establish a process for community organizations to request funding to support fee waivers, event sponsorship, and other funding requests from the City Council. The policy is intended to allow the City Council to fully evaluate all funding requests at one time along with budget appropriation.

On October 4, 2023, a funding request was brought to the City Council and the discussion identified the need to revisit CP-21-02 and consider revising policy timelines and terms. Both City Council Member Borgioli and Mayor Turner formally requested the Policy be revisited.

Staff is seeking direction from City Council on whether they would like to agendize this item and consider revisions.

The estimated staff time to prepare a full City Council Staff Report on this topic is approximately 2 hours.

5. Consider a discussion on options for providing public comment and the transparency of remote meeting participants (requested by Council Member Martinez Beltran, attachment 7)

At the October 4, 2023 City Council meeting, hateful and hostile comments were made by people participating by Zoom for public comment. This occurred in Morgan Hill and throughout the nation. The state's Brown Act, which governs public access to government meetings, only requires cities to offer the public a chance to comment at public sessions in person. Since the pandemic, many cities have continued to allow the public to comment by Zoom or phone. However, a growing number of cities in the Bay Area, including Morgan Hill, have moved to prohibit remote or telephone comments because of the increasing incidents of antisemitic callers.

A City Council discussion on public comments via Zoom and displaying the names of all Zoom participants during the meetings was requested by Council Member Martinez Beltran and staff is seeking direction from City Council on whether they would like to agendize this item.

The estimated staff time to prepare a full City Council Staff Report on this topic is approximately 4 hours.

COMMUNITY ENGAGEMENT:
This report seeks direction from the City Council on whether or not to further agendize these topics for Council consideration.

ALTERNATIVE ACTIONS:
Not Applicable

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:
At several City Council meetings, Council Members directed staff to bring back these topics for Council consideration.

FISCAL AND RESOURCE IMPACT:
There is no fiscal impact associated with seeking direction from the Council on these items.

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.

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CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-97-01

SUBJECT: **RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS, PLACEMENT OF ITEMS ON THE AGENDA, AND MATTERS TO BE RECONSIDERED**

EFFECTIVE DATE: **May 7, 1997**

REVISED DATE: **March 15, 2023**

ORIGINATING DEPARTMENT: CITY MANAGER

SECTION 1 - SCOPE

1.1 These rules shall establish the procedures for the conduct of all meetings of the City Council of the City of Morgan Hill. The purpose of these rules is to provide procedures consistent with the Ralph M. Brown Act, establish procedures which will be convenient for the public, be fair to all members of the City Council, and contribute to the orderly conduct of City business.

SECTION 2 - MEETINGS

2.1 Open to Public: All meetings of the City Council, whether regular or special, shall be open to the public, unless a closed session is scheduled as authorized by law.

2.2 Regular Meetings: The City Council shall conduct its regular meetings at the time and place established by ordinance, if specified in the ordinance or resolution.

2.3 Review Status of Agenda at 9:00 p.m.: The City Council may review the agenda at 9:00 p.m. to determine if it will be able to conclude its business by 10:00 p.m. If, at 10:00 p.m., the City Council has not concluded its business, before continuing the meeting it shall review and discuss the status of the remaining agenda items and determine by majority vote whether to continue any remaining items to a future regular or special meeting, adjourn the meeting to another date and time, or extend the meeting beyond 10:00 p.m. as needed. The meeting may be extended beyond 10:00 p.m. one time. Additional extensions of time will be at the Mayor's discretion.

2.4 Special Meetings/Workshops: A special meeting and/or workshop may be called at any time by the Mayor or Presiding Officer of the City Council or by three members of the City Council. Written notice of any such meeting must specify the purpose of the meeting. Notice of the meeting must be made in accordance with the law.

2.5 Closed Sessions: The City Council may hold closed sessions during a regular or special meeting, or at any time authorized by law, to consider or hear any matter which is authorized by law. At times, Closed Sessions may have to be held in an order different than presented due to the timeliness of the matter, to save the City money when an outside attorney has been retained or due to the need for extra time to discuss and deliberate an

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important closed session item. Closed session items may be continued to the conclusion of the agenda.

2.6 Quorum: Three (3) members of the City Council shall constitute a quorum and shall be sufficient to transact business. If less than three Council members appear at a regular meeting, the Mayor, Mayor Pro Tempore in the absence of the Mayor, any member of the City Council, or in the absence of all Council members, the City Clerk or Deputy City Clerk shall adjourn the meeting to a stated day and hour.

2.7 Adjourned Meetings: The City Council may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment and permitted by law.

SECTION 3 - POSTING NOTICE AND AGENDA

3.1 Posting of Notice and Agenda: For every regular or special meeting, the City Clerk or other authorized person, shall post a notice of the meeting specifying the time and place at which the meeting will be held and an agenda containing a brief description of all items of business to be discussed at the meeting. The notice and agenda may be combined in a single document.

a. Posting for Regular Meetings: For any regular meeting of the City Council, the notice and agenda shall be posted no later than seventy-two (72) hours prior to the time set for the meeting consistent with all Brown Act requirements.

b. Posting for Special Meetings: For any special meetings of the City Council, the notice and agenda shall be posted no later than twenty-four (24) hours prior to the time set for the meeting consistent with all Brown Act requirements.

3.2 Location of Posting: The notice and agenda shall be posted on the City's website and in a place to which the public has unrestricted access during at least normal business hours and where the notice and agenda are not likely to be removed or obscured by other posted materials.

3.3 Availability of the Agenda to the Public: The agenda for any regular or special meeting shall be made available to the public as soon as is practical after delivery to the members of the City Council.

SECTION 4 - AGENDA CONTENTS

4.1 Description of Matters: All items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda. The description of the item and the proposed action to be considered should be set forth as clearly as practical so that members of the public will know the nature of the action under review and consideration.

4.2 Placement of items on the agenda: The Mayor, City Manager, or City Attorney may place items on the agenda. Members of the City Council may request items to be added to an upcoming City Council agenda by requesting an item during the "Future Council Initiated Agenda Items" Section of the agenda. When a Future Council Initiated Agenda Item is requested, the Council Member making the request will send the City Manager a brief

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summary outlining the request and any relevant background. If the requested item is not included in the current Strategic Priorities Workplan, the team will bring forward the item at a future Council Meeting within 30-45 days of the request via a brief staff report, including the brief summary provided by the requesting Council Member. At that meeting, the City Council will review the request and determine if the majority of the City Council wants the items agendized at a future meeting for discussion.

4.3 Limitation to Act on Only Items on the Agenda: No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:

a. Upon a majority determination that an "emergency situation" (as defined by State Law) exists; and

b. Upon a determination by a 4/5 vote of the City Council that there is a need to take immediate action and that the need to take the action came to the attention of City officials subsequent to posting of the agenda.

4.4 Change in Order of Business: The Mayor or Presiding Officer may decide to take matters listed on the agenda out of the prescribed order unless a majority of members present object to this variation.

4.5 City Council Reports: On an alternating basis, at each Regular City Council meeting, with a time limit of three minutes, a Council Member has the opportunity to share with the Council and community any pertinent updates or information in regard to their appointments to outside agencies, upcoming events, or relevant City business. These are non-action items.

4.6 City Manager Report: These are updates on current City activities, reports on issues raised at previous Council meetings, or recognitions. These are non-action items.

4.7 City Attorney Report: These are updates on current City activities, reports on issues raised at previous Council meetings, or reportable actions of the City Council in Closed Sessions and/or current litigation. These are non-action items.

4.8 Other Reports: These are pertinent updates or information on upcoming activities or events relevant to City business with a time limit of one minute. These are non-action items.

4.9 Public Comment for items not on the agenda: This refers to those matters not scheduled on the agenda where a member of the public wants to address a matter of importance to the City Council. Since the matter is not on the agenda, no action by Council can be taken. If a member of Council so desires, the matter can be placed on the agenda of a future Council meeting for review and consideration.

4.10 Consent Calendar: These are items of a routine or generally uncontested nature. Any member of the Council or member of the public may request to have an item pulled from the consent calendar and acted on individually by the Council. Items pulled will be discussed after action is taken on the balance of the consent calendar. The Mayor shall decide if the items are heard before or after moving on to public hearing and other business items.

4.11 Public Hearings: These are matters that are duly noticed and published in a newspaper of general circulation and where required by law, written notice is given to the affected

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residents who have the opportunity to speak in favor or against a matter or ask questions about the matter.

4.12 Other Business: These are other matters of City business which are not appropriately placed on the consent calendar and do not require published notices and require Council action and direction.

4.13 Future Business: These are items that members of the City Council wish to discuss to potentially take action on or have placed on future agendas.

SECTION 5. ORDER OF BUSINESS

5.1 The order of business at meetings of the City Council shall be as follows:

a. CALL TO ORDER

b. ROLL CALL ATTENDANCE

c. DECLARATION OF POSTING AGENDA

d. WORKSHOP (if needed; 5:00-6:00 p.m., or as deemed appropriate)

e. CLOSED SESSION (if needed; 6:00-7:00 p.m., or as deemed appropriate)

f. SILENT INVOCATION

g. PLEDGE OF ALLEGIANCE

h. PRESENTATIONS

i. PROCLAMATIONS

j. RECOGNITIONS

k. CITY COUNCIL REPORTS

l. CITY MANAGER'S REPORT

m. CITY ATTORNEY'S REPORT

n. OTHER REPORTS

o. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

p. ADOPTION OF AGENDA

q. CONSENT CALENDAR

r. PUBLIC HEARINGS

s. OTHER BUSINESS

t. FUTURE COUNCIL INITIATED AGENDA ITEMS

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u. CLOSED SESSION

v. ADJOURNMENT

SECTION 6. PUBLIC COMMENT

6.1 Public Comment: Persons present at meetings of the City Council may comment on individual items on the agenda at the time the items are scheduled to be heard. In addition, comments may be offered on items not on the agenda under that portion of the agenda. In accordance with State law, matters not scheduled on the agenda cannot be acted upon by the City Council, but items raised by the public during public comment may be referred to a future City Council agenda at the request of the Mayor or City Council.

6.2 Limitations: The public comment period may be 3 minutes for items on the agenda or items not listed on the agenda. Speakers are called in the order the speaker cards are submitted. Project applicants or appellants will be allowed more than the designated 3 minutes in accordance with City Council Policy 03-01. Consistent with this policy, the Mayor or Presiding Officer may recall an applicant or appellant to address questions after the public comment is heard. In addition, applicants will be given time at the end of the public hearing to address any questions or comments.

The Mayor or Presiding Officer may allow speakers who wish to speak under public comment for items not on the agenda to concede a portion of their time, specifically, one speaker may concede a portion of their time to one other speaker. For all other business items, the Mayor or Presiding Officer may allow speakers more time and/or allow speakers to concede a portion of their time to a designated speaker of a group, specifically up to two speakers may concede their time to one speaker, unless a majority of the City Council objects. Speakers that wish to designate a group speaker shall notify the City Clerk before discussion on the item begins. Additionally, any speaker that concedes their time must be present at that City Council meeting. Speaker who would like to share documents or presentations may do so by submitting said document to the City Clerk by noon on the day of the City Council Meeting. Speaker may not share videos or presentations with videos embedded within them.

6.3 Procedure: To address the City Council, each speaker is requested to fill out a Speaker Card and turn it in to the City Clerk before discussion on the agenda item begins. The speaker is requested to provide their name, contact information, and the subject(s) upon which the speaker wishes to address the City Council. Speakers who do not wish to provide their name should provide an alternative designation so that they can be called to speak by the City Clerk.

Public comment may be provided in writing for items on the agenda, as well as for items not on the agenda. Public comment in writing may be submitted via email to ccpubliccomment@morganhill.ca.gov or by mail to the City Clerk at 17575 Peak Avenue, Morgan Hill, CA 95037. Please email your comments to the City Clerk no later than 3:00 p.m. on Tuesday (the day before the City Council meeting) for your comments to be submitted to the members of the City Council with sufficient time to review the comments. You may continue to provide written comments up to noon on Wednesday (the day of the meeting although Council Members may not have sufficient time to review them. Public

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comments submitted to the City Clerk after noon the day of the meeting will be provided to the City Council as time allows.

Written comments WILL NOT be read aloud during the City Council Meeting. Please note that written comments are posted on the City's website, so do not include any personal information you do not want to be posted on the web.

SECTION 7. PROCEDURES FOR THE CONDUCT OF MEETINGS

7.1 Role of the Mayor/Presiding Officer:

a. The Presiding Officer of the City Council, who shall be the Mayor or in the Mayor's absence shall be the Mayor Pro Tempore, or in their absence any other designated member of the City Council, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Presiding Officer to ensure that the rules of operation and decorum contained herein are observed. The Presiding Officer shall maintain control of communication between Council Members and between the Council, staff, and public.

b. Communication with Council Members:

1. Council Members should request the floor from the Presiding Officer before speaking.

2. When one member of the Council has the floor and is speaking, other Council Members shall not interrupt or otherwise disturb the speaker.

3. During both questions, when one Council Member has the floor, they are limited to 5 minutes. During discussion, the Mayor and Council Members as a whole are limited to 15 minutes. The time limit may be extended at the Mayor's discretion.

4. With the concurrence of the Mayor, a Council Member holding the floor may address a question to another Council Member. The Council Member being questioned may or may not respond while the floor is still held by the Council Member asking the question. The reply shall be limited to the question asked.

c. The Mayor or Presiding Officer may declare that an item within the meeting will be conducted in "workshop" format, which means that the procedures described in section 7.1B do not strictly apply. This is to allow for a more open discussion without strict formalities. The Mayor or Presiding Officer may end the workshop format for the item at his/her discretion.

d. Communication with Members of the Public Addressing the Council

1. The Mayor or Presiding Officer shall open the floor for public testimony as appropriate.

2. After a witness or subject matter expert has addressed the City Council during public comment, Council members may only ask questions of witnesses or

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subject matter experts. Such questions should be directed to the person through the Presiding Officer unless the Presiding Officer grants the Council Member permission to directly question the person.

3. Staff members, through the City Manager, shall be a resource to the City Council to answer questions arising during discussions between Council Members and between Council Members and members of the public. Communications in this regard shall be through the Presiding Officer.

4. Members of the public shall direct their questions and comments through the Presiding Officer.

7.2 Rules of Order: The City Council adopts no specific rules of order except those listed herein. The City Council shall refer to The Standard Code of Parliamentary Procedure by Alice Sturgis (McGraw Hill) as a guide for the conduct of meetings. The Sturgis guideline regarding not requiring seconds for governmental bodies' motions, resolutions or ordinances is not adopted as the rule in the City. The Mayor or Presiding Officer has the discretion to impose reasonable rules at any particular meeting based upon facts and circumstances found at any particular meeting. These latter rules will be followed unless objected to by a majority of the City Council members present.

7.3 Motions: The Mayor or any member of the City Council may bring a matter of business on the agenda before the Council by making a motion. Before the matter can be considered or debated it must be seconded. Once the motion has been properly made and seconded, the Presiding Officer shall open the matter for full debate offering the first opportunity to debate to the moving party and, thereafter, to any Council Member recognized by the Mayor or Presiding Officer. Debate shall be closed upon consent of a majority of the Council.

7.4 Reconsideration: Immediately after a vote on a matter, any member of the City Council may request to have his/her vote changed on a matter before the Council moves on to the next item. Such a request will be granted by the Mayor or Presiding Officer unless a majority of the Council objects.

A matter may be reconsidered by the City Council if a member on the prevailing side of the vote requests reconsideration. Such a motion may be made at a meeting where such action is taken or at a subsequent meeting of the Council, however, nothing in this policy precludes the majority of members of the City Council from requesting reconsideration of any item.

7.5 Debate:

a. The discussions and deliberations at meetings of the City Council are to secure the informed judgement of Council members on proposals submitted for decision. This purpose is best served by the exchange of thought through discussion and debate.

Debate is regulated by these rules in order to assure every member a reasonable and equal opportunity to be heard.

b. Obtaining the Floor for Debate:

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As soon as a debatable motion has been stated to the Council by the Mayor or Presiding Officer, any member of the Council has a right to discuss it after obtaining the floor. The member obtains the floor by seeking recognition from the Mayor or Presiding Officer. A member who has been recognized is entitled to be heard so long as he/she observes the rules of debate.

c. Speaking More Than Once:

To encourage the full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question. If a Council member has already spoken and other members wish to speak, the latter members should be recognized in preference to the member who has already spoken. However, if no other members seek recognition, the Mayor or Presiding Officer may recognize the member who has already spoken.

d. Relevancy of Debate:

All discussion must be relevant to the motion before the City Council. A member is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. The Mayor or Presiding Officer should then direct the speaker to limit discussion to the question before the City Council.

A motion-its nature or consequences-may be attacked vigorously. But it is never permissible to attack the motives, character, or personality of a member either directly or by innuendo or implication. It is the duty of the Mayor or Presiding Officer instantly to stop any member who engages in personal attacks. It is the motion, not its proposer, that is the subject of debate. Meetings must discuss measures and ideas, not people.

Arguments, for or against a measure, should be stated as concisely as possible.

Debate must be fundamentally impersonal. All discussion is addressed to the Mayor or Presiding Officer and must never be directed to any individual.

e. Mayor's Duties During Debate:

The Mayor or Presiding Officer has the responsibility of controlling and expediting debate. A Council member who has been recognized to speak on a question has a right to the undivided attention of the Council.

It is the duty of the Mayor or Presiding Officer to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.

SECTION 8. DECORUM

8.1 Council Members: Members of the City Council value and recognize the importance of the trust invested to them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the City Council.

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8.2 City Employees: Members of City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.

8.3 Public: Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council.

8.4 Noise in the Chamber: Noise emanating from the audience within the Council Chamber or lobby area, which disrupts City Council meetings, shall not be permitted.

8.5 Sergeant-at-Arms: The Chief of Police, or his/her designated representative shall be ex-officio Sergeant-at-Arms of the City Council.

SECTION 9. VIOLATIONS OF PROCEDURES

9.1 Nothing in these policies and procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with State Law.

This policy shall remain in effect until modified by the City Council.

APPROVED:

DocuSigned by:
Mark Turner
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MARK TURNER, MAYOR

From:	Yvonne Martinez Beltran
To:	Christina Turner
Cc:	Michelle Bigelow; Edith Ramirez; Donald Larkin
Subject:	Written Request Agendas be posted with more time and not before weekend
Date:	Wednesday, September 27, 2023 2:38:33 PM
Importance:	High

6/7/2023 Martinez Beltran longer time for agendas

Over the past 5 years, there have been numerous requests from the public regarding our agendas at meetings, workshops and public comment and new Council Members requesting the Council Meeting Agendas be posted with more time before Council Meetings and not before the weekend. These requests have included suggesting not posting before the weekend. We often know that items are coming on a certain date, have deadlines to meet for items or have to inform applicants to be in attendance. Specifically, we had a request recently at a public comment again and therefore, it warrants the Council discussing the topic.

In Community,

Yvonne Martínez Beltrán
Councilwoman
City of Morgan Hill

From:	Yvonne Martinez Beltran
To:	Christina Turner
Cc:	Jennifer Carman; Donald Larkin; Edith Ramirez
Subject:	Written Request for Future Agenda item to revisit Ag Mitigation policy 18.152.050 - Mitigation ratio.
Date:	Wednesday, September 27, 2023 2:38:25 PM
Importance:	High

Recently, a draft EIR found a project to have significant impacts converting acres of prime farmland. Our agricultural mitigation policy calls for a minimum of one acre of agricultural land (1:1 mitigation ratio) shall be preserved for each acre of agricultural land changed to a non-agricultural use but does not specify where the mitigation shall occur, within Morgan Hill or otherwise or what type of mitigation it should be.

Morgan Hill has lost orchards and tree canopy and is poised to lose more due to continuing development, and learning of a recent grant to all Santa Clara jurisdictions to implement an urban forestry plan, as well as other grants that may be able to work in tandem to restore some of those trees lost. I would like to reconsider directing mitigation to a local urban forestry plan as part of our climate action plan and our agricultural plan. This could be a City or downtown orchard paying tribute to our agricultural past while also serving to further our city beautification and uniqueness for local residents and visitors to enjoy, while restoring some of the tree canopy Morgan Hill has lost.

Therefore, I am requesting we have a Council discussion revisiting our agricultural mitigation policy 18.152.050 - Mitigation ratio.

In Community,

Yvonne Martínez Beltrán
Councilwoman
City of Morgan Hill

From:	Hilary Holeman
To:	Hilary Holeman
Subject:	FW: Future Agenda Items
Date:	Friday, November 3, 2023 11:38:13 AM

From: Mark Turner <mark.turner@morganhill.ca.gov>
Sent: Thursday, October 5, 2023 10:45 AM
To: Christina Turner <Christina.Turner@morganhill.ca.gov>
Subject: Future Agenda Items

Hi Christina,

Here are the paragraphs for the two items brought up last night under Future Agenda Items. I don't have my notes with me and I don't recall the policy number for the non-profit item.

Public Art Funding

Public art is an important part of a community's character. There are many public art projects we could commission, however, there is no funding to initiate them. An ongoing funding stream for public art is necessary if a community plans to be serious about art. The benefits are numerous. Implementing a contractor fee based revenue stream dedicated to public art would provide the funding necessary for ongoing art projects to be realized.

Review Policy CP 21-02

In order to avoid subjective conversations around the funding of non-profit events that fail to meet certain criteria in the policy, the council should review and edit the policy as needed so that deadlines and other criteria are clearly defined, providing city staff the ability to determine if a request rises to the level of council review and approval.

Thanks so much,
Mark

Get Outlook for iOS

From: Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>
Sent: Wednesday, October 11, 2023 2:32 PM
To: Christina Turner <Christina.Turner@morganhill.ca.gov>
Subject: Funding policy

Christina

Below are several screen shots of the Funding Policy, I've highlighted the areas of concern and emphasis especially of Policy guidelines related to the March deadline date spelled out throughout the document, this is very clear and not ambiguous.

Number 5 spells out that staff 'shall' not accept applications beyond the March timeframe. I feel it is a tremendous waste of time on 'staff' time to entertain any applications beyond the March deadline, period.

In number 2 below it again states applications are due annually, again very clear…..

In the Policy Number 1 below, it states that the organization 'must' be a non profit, I do not believe that an organization that goes out and finds a non profit and tries to go under their non profit status is a sincere organization for our community.
IF staff e entertains any non profit, their non profit documentation should be provided with the application.

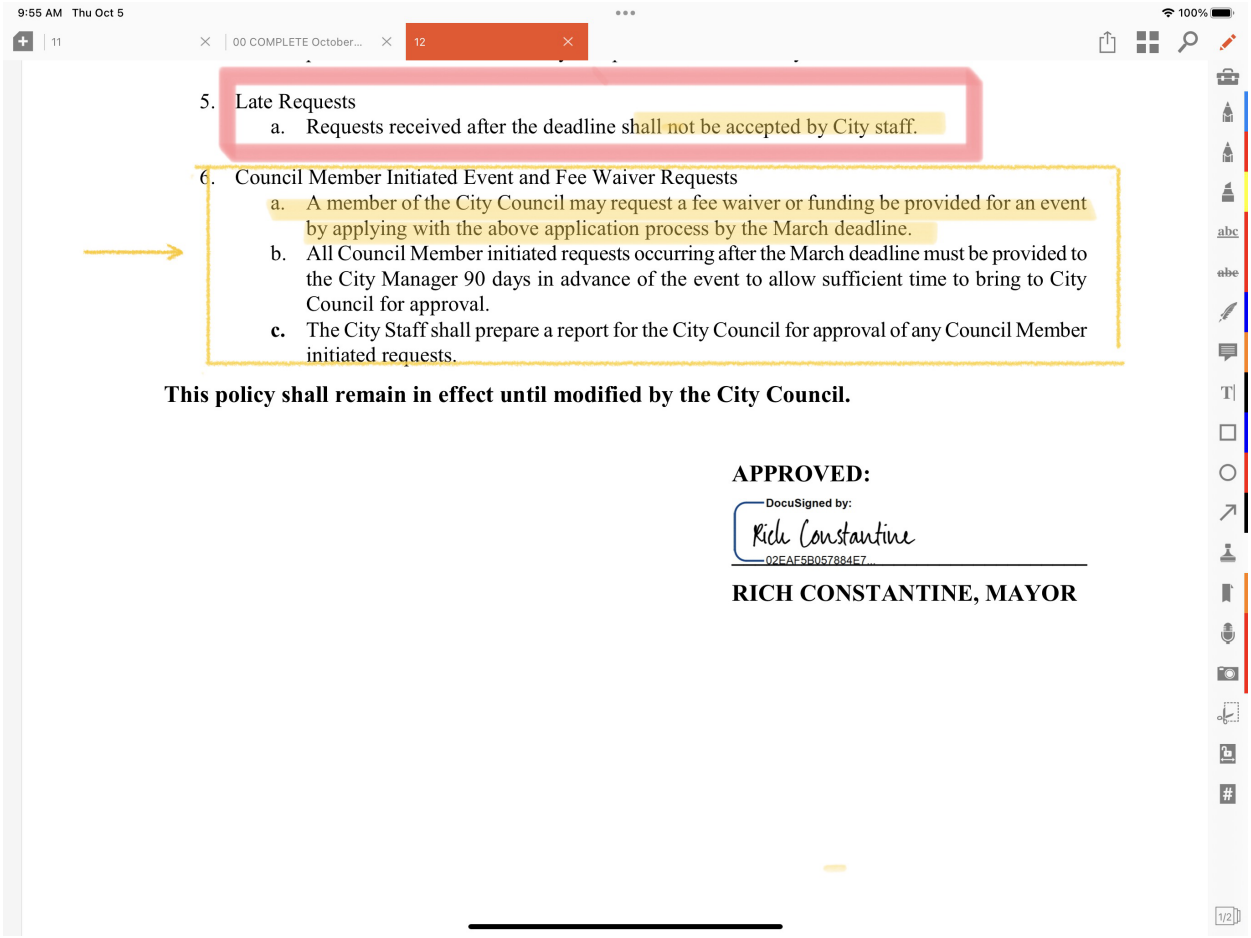
In the case of the recent requests, if the soccer non profit agreed to bring the 'non' non profit into their organization, then staff should ask for the non profits partner agreement in addition to placing the 'non' non profit under their status. I believe that the insurance company would have a problem with doing such a partner agreement. In addition, is this legal in the eyes of the IRS? Question, did staff ask for the partner agreement and insurance document stating acceptance of this group?

In the policy number 1 below, it clearly states the issue of non profits, if the organization is not a nonprofit, no further action should be entertained.

In. Item 'C' below, I would question why the expenses are so far away from the revenue, unless theirs overwhelming reasons, this is not a value add both for the organization nor the city as this poses some jeopardy as to accepting other organizations of the same nature.

The last several document below after C just highlights the non profit question and the legitimacy to IRS standards.

Finally, the section that states a CC member can bring forward an item after the March timeframe should be completely removed from this policy. Causing enormous extra work for staff and the council is not conducive to our organization, using a CC members influence in this manner I believe is bordering ethical concerns. So item 6 B and C should be eliminated.



5. Late Requests
   a. Requests received after the deadline shall not be accepted by City staff.

6. Council Member Initiated Event and Fee Waiver Requests
   a. A member of the City Council may request a fee waiver or funding be provided for an event by applying with the above application process by the March deadline.
   b. All Council Member initiated requests occurring after the March deadline must be provided to the City Manager 90 days in advance of the event to allow sufficient time to bring to City Council for approval.
   c. The City Staff shall prepare a report for the City Council for approval of any Council Member initiated requests.

This policy shall remain in effect until modified by the City Council.

APPROVED:

DocuSigned by:
Rich Constantine
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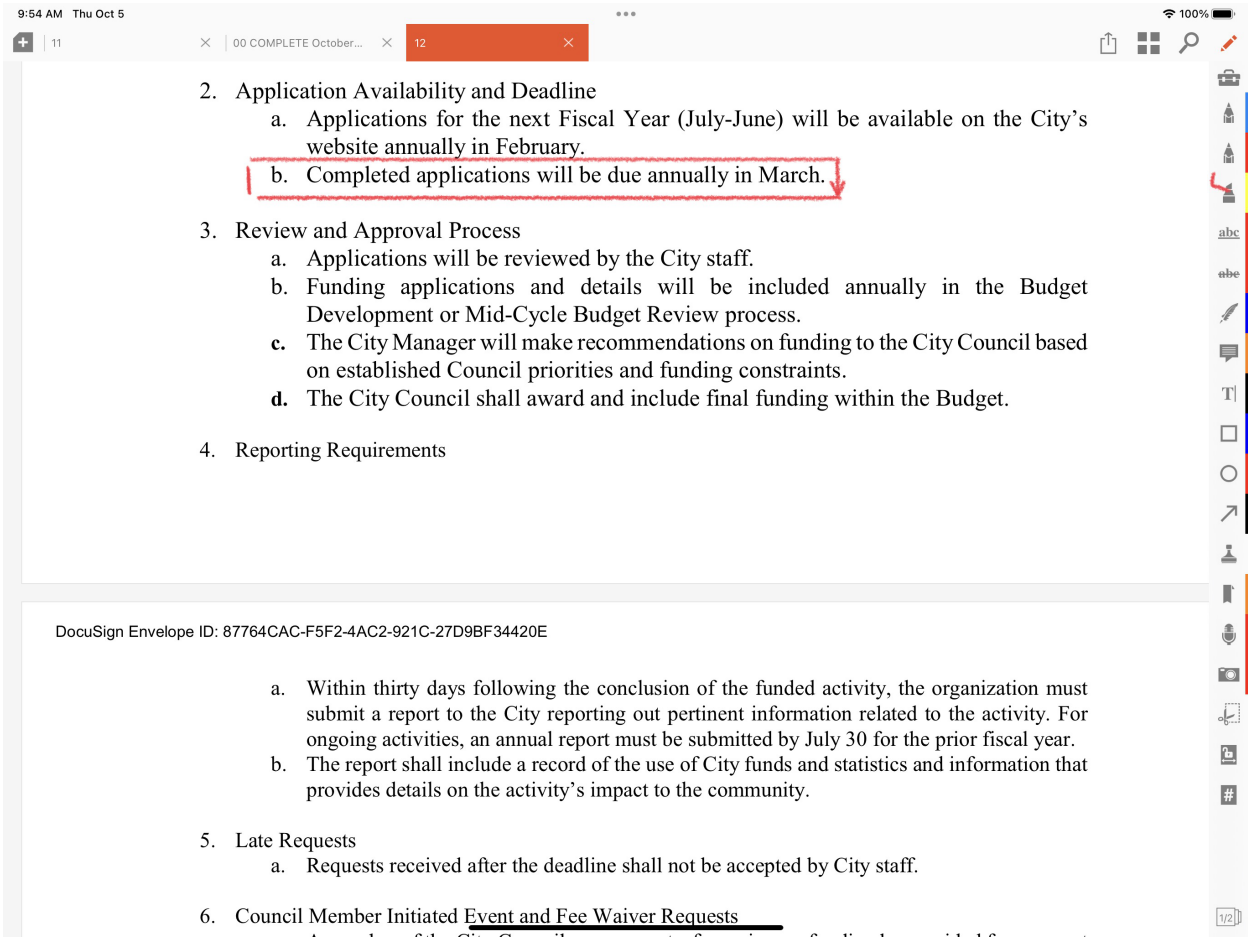
RICH CONSTANTINE, MAYOR



2. Application Availability and Deadline
    a. Applications for the next Fiscal Year (July-June) will be available on the City's website annually in February.
    b. Completed applications will be due annually in March.

3. Review and Approval Process
    a. Applications will be reviewed by the City staff.
    b. Funding applications and details will be included annually in the Budget Development or Mid-Cycle Budget Review process.
    c. The City Manager will make recommendations on funding to the City Council based on established Council priorities and funding constraints.
    d. The City Council shall award and include final funding within the Budget.

4. Reporting Requirements

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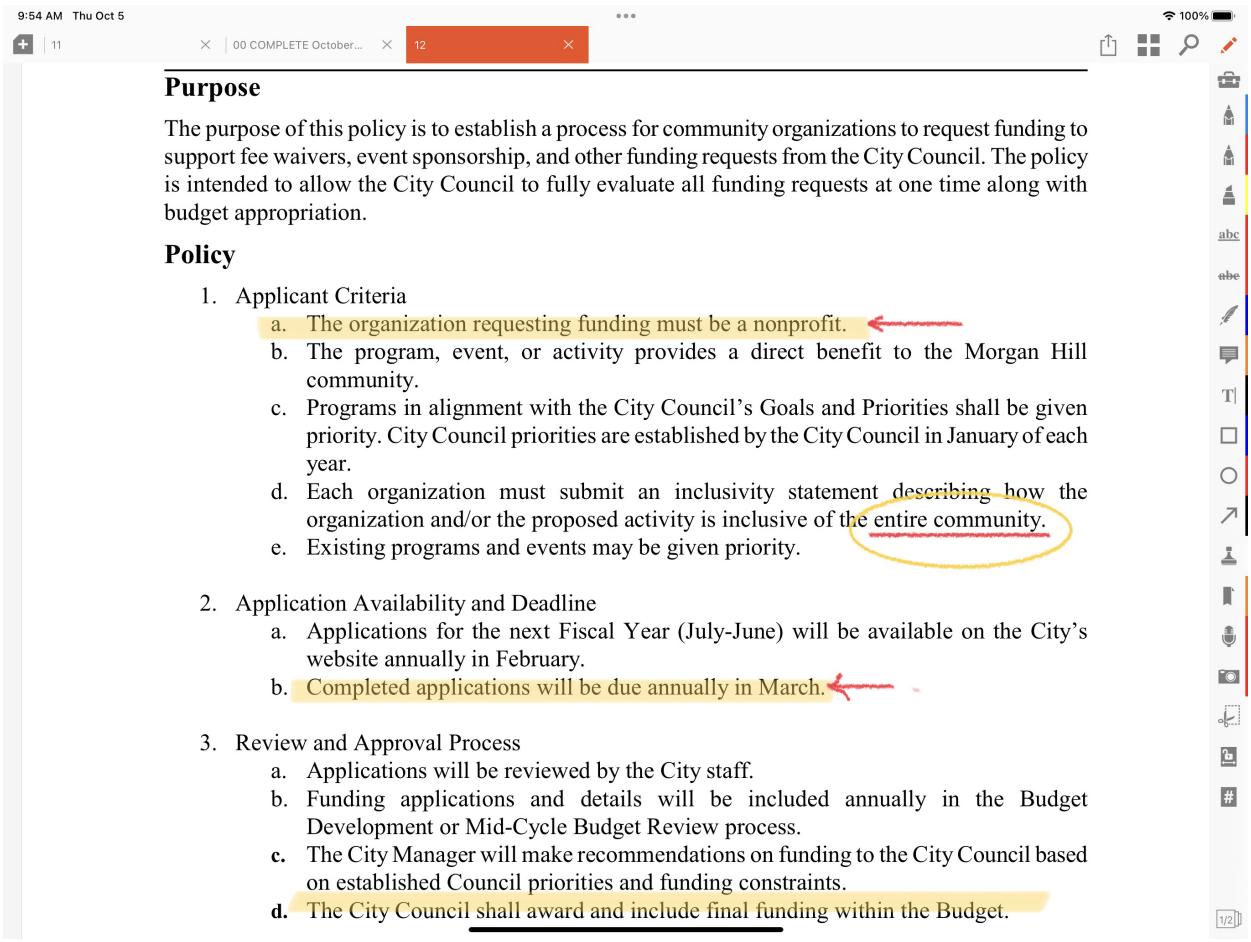
    a. Within thirty days following the conclusion of the funded activity, the organization must submit a report to the City reporting out pertinent information related to the activity. For ongoing activities, an annual report must be submitted by July 30 for the prior fiscal year.
    b. The report shall include a record of the use of City funds and statistics and information that provides details on the activity's impact to the community.

5. Late Requests
    a. Requests received after the deadline shall not be accepted by City staff.

6. Council Member Initiated Event and Fee Waiver Requests



Purpose

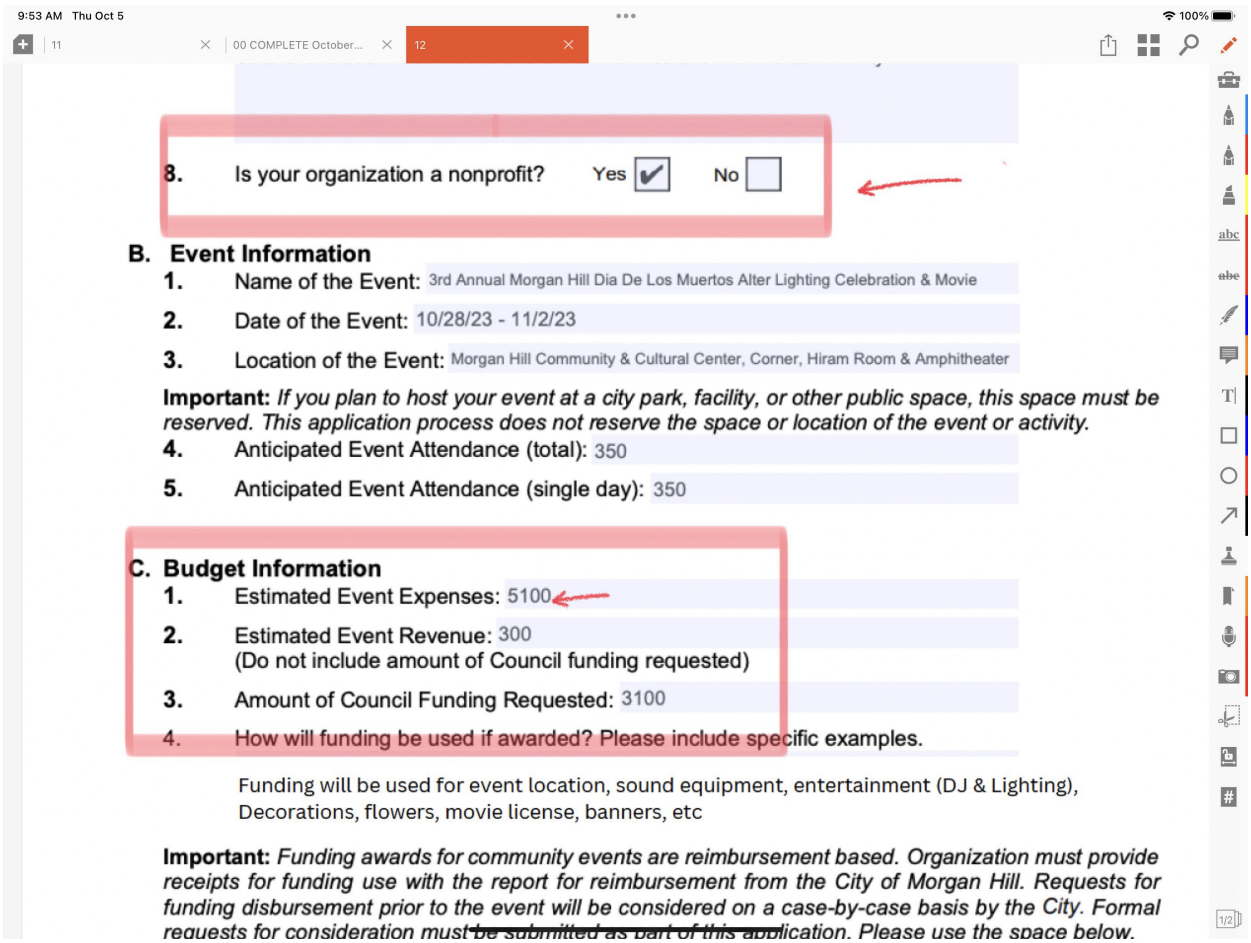
The purpose of this policy is to establish a process for community organizations to request funding to support fee waivers, event sponsorship, and other funding requests from the City Council. The policy is intended to allow the City Council to fully evaluate all funding requests at one time along with budget appropriation.

Policy

1. Applicant Criteria
    a. The organization requesting funding must be a nonprofit.
    b. The program, event, or activity provides a direct benefit to the Morgan Hill community.
    c. Programs in alignment with the City Council's Goals and Priorities shall be given priority. City Council priorities are established by the City Council in January of each year.
    d. Each organization must submit an inclusivity statement describing how the organization and/or the proposed activity is inclusive of the entire community.
    e. Existing programs and events may be given priority.

2. Application Availability and Deadline
    a. Applications for the next Fiscal Year (July-June) will be available on the City's website annually in February.
    b. Completed applications will be due annually in March.

3. Review and Approval Process
    a. Applications will be reviewed by the City staff.
    b. Funding applications and details will be included annually in the Budget Development or Mid-Cycle Budget Review process.
    c. The City Manager will make recommendations on funding to the City Council based on established Council priorities and funding constraints.
    d. The City Council shall award and include final funding within the Budget.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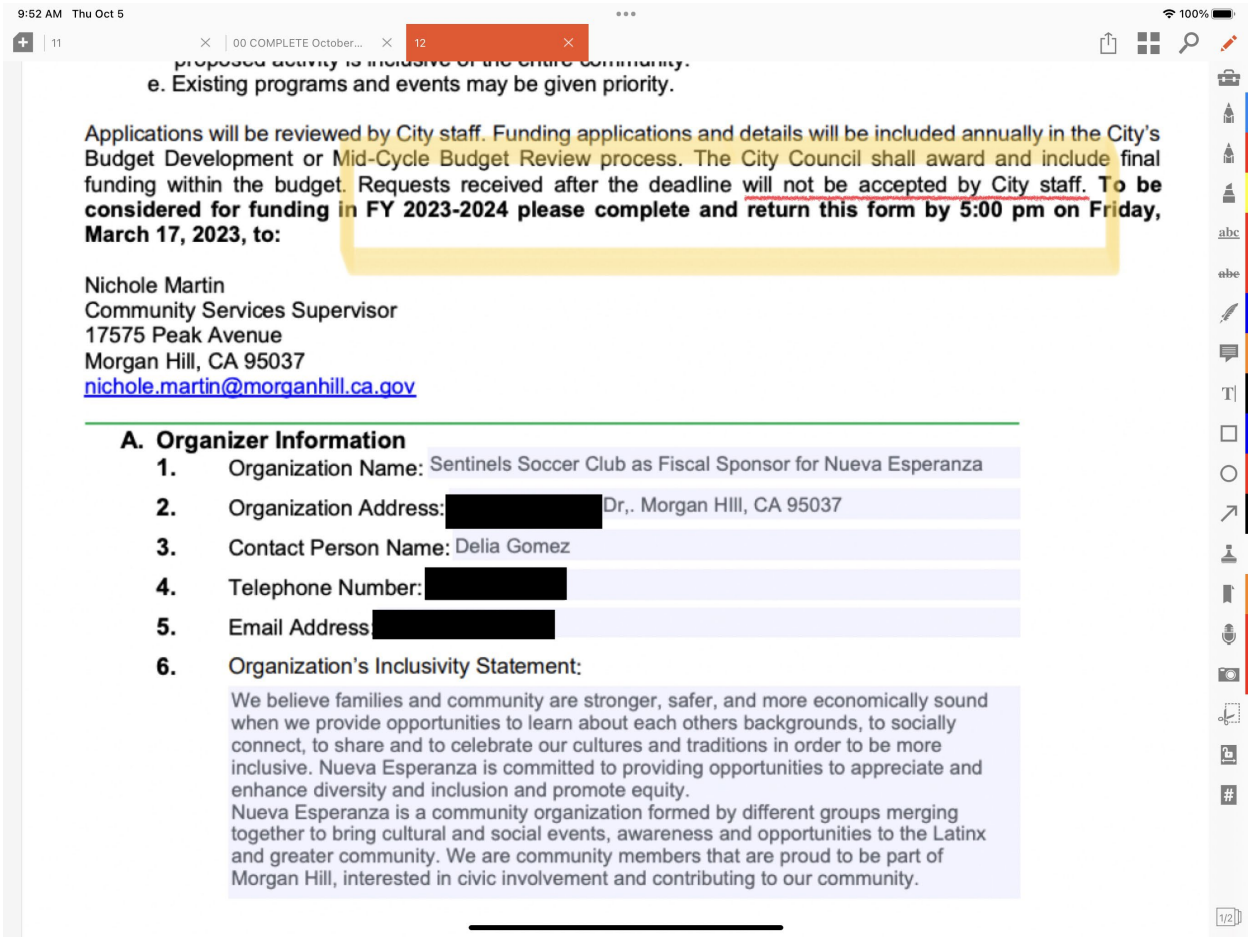
8. Is your organization a nonprofit? Yes ✔ No
B. Event Information
1. Name of the Event: 3rd Annual Morgan Hill Dia De Los Muertos Alter Lighting Celebration & Movie
2. Date of the Event: 10/28/23 - 11/2/23
3. Location of the Event: Morgan Hill Community & Cultural Center, Corner, Hiram Room & Amphitheater
Important: If you plan to host your event at a city park, facility, or other public space, this space must be reserved. This application process does not reserve the space or location of the event or activity.
4. Anticipated Event Attendance (total): 350
5. Anticipated Event Attendance (single day): 350
C. Budget Information
1. Estimated Event Expenses: 5100
2. Estimated Event Revenue: 300
(Do not include amount of Council funding requested)
3. Amount of Council Funding Requested: 3100
4. How will funding be used if awarded? Please include specific examples.
Funding will be used for event location, sound equipment, entertainment (DJ & Lighting), Decorations, flowers, movie license, banners, etc
Important: Funding awards for community events are reimbursement based. Organization must provide receipts for funding use with the report for reimbursement from the City of Morgan Hill. Requests for funding disbursement prior to the event will be considered on a case-by-case basis by the City. Formal requests for consideration must be submitted as part of this application. Please use the space below.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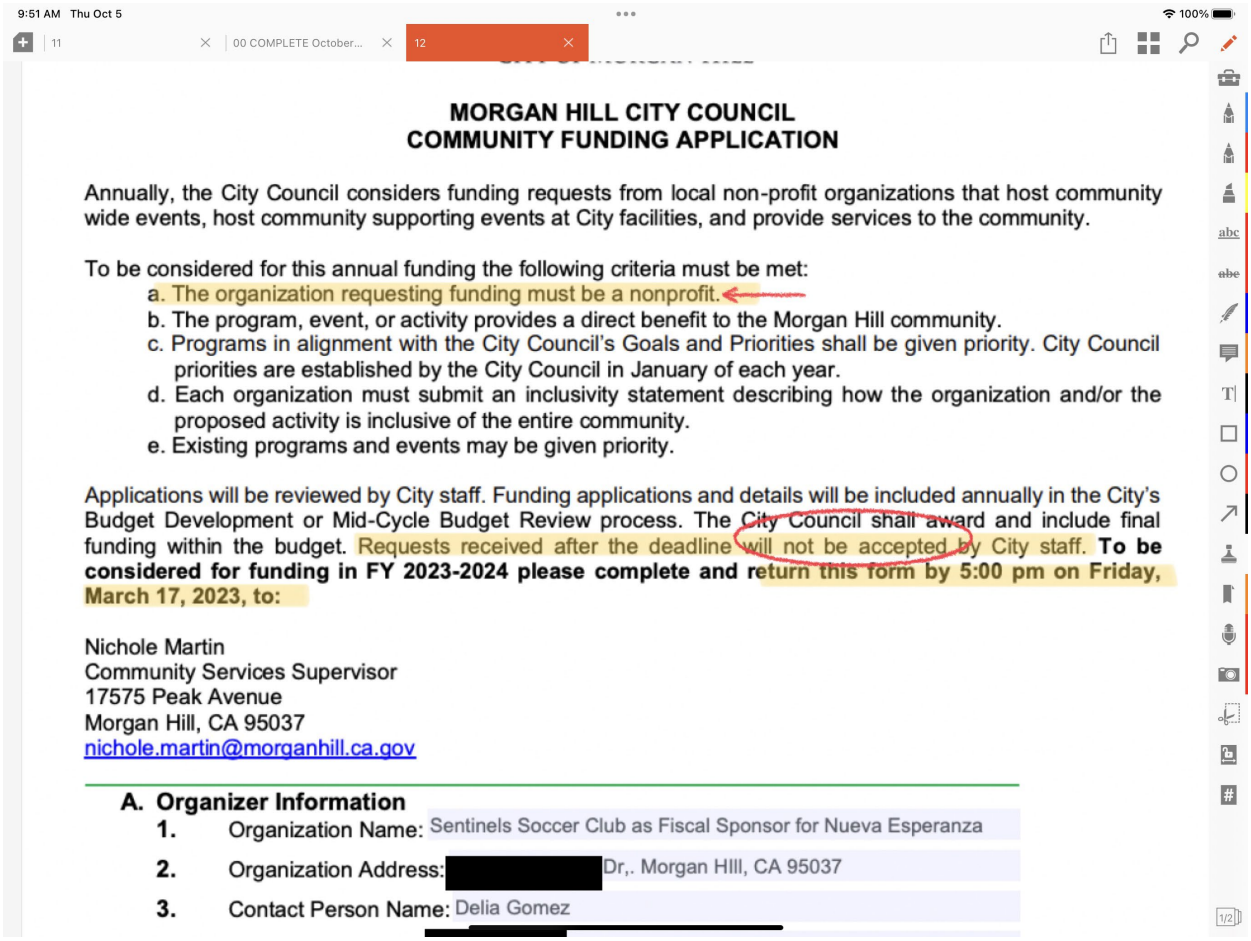
e. Existing programs and events may be given priority.
Applications will be reviewed by City staff. Funding applications and details will be included annually in the City's Budget Development or Mid-Cycle Budget Review process. The City Council shall award and include final funding within the budget. Requests received after the deadline will not be accepted by City staff. To be considered for funding in FY 2023-2024 please complete and return this form by 5:00 pm on Friday, March 17, 2023, to:
Nichole Martin
Community Services Supervisor
17575 Peak Avenue
Morgan Hill, CA 95037
nichole.martin@morganhill.ca.gov
A. Organizer Information
1. Organization Name: Sentinels Soccer Club as Fiscal Sponsor for Nueva Esperanza
2. Organization Address: [redacted] Dr,. Morgan HIll, CA 95037
3. Contact Person Name: Delia Gomez
4. Telephone Number: [redacted]
5. Email Address: [redacted]
6. Organization's Inclusivity Statement:
We believe families and community are stronger, safer, and more economically sound when we provide opportunities to learn about each others backgrounds, to socially connect, to share and to celebrate our cultures and traditions in order to be more inclusive. Nueva Esperanza is committed to providing opportunities to appreciate and enhance diversity and inclusion and promote equity.
Nueva Esperanza is a community organization formed by different groups merging together to bring cultural and social events, awareness and opportunities to the Latinx and greater community. We are community members that are proud to be part of Morgan Hill, interested in civic involvement and contributing to our community.



MORGAN HILL CITY COUNCIL
COMMUNITY FUNDING APPLICATION

Annually, the City Council considers funding requests from local non-profit organizations that host community wide events, host community supporting events at City facilities, and provide services to the community.

To be considered for this annual funding the following criteria must be met:

a. The organization requesting funding must be a nonprofit.
b. The program, event, or activity provides a direct benefit to the Morgan Hill community.
c. Programs in alignment with the City Council's Goals and Priorities shall be given priority. City Council priorities are established by the City Council in January of each year.
d. Each organization must submit an inclusivity statement describing how the organization and/or the proposed activity is inclusive of the entire community.
e. Existing programs and events may be given priority.

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Community Services Supervisor
17575 Peak Avenue
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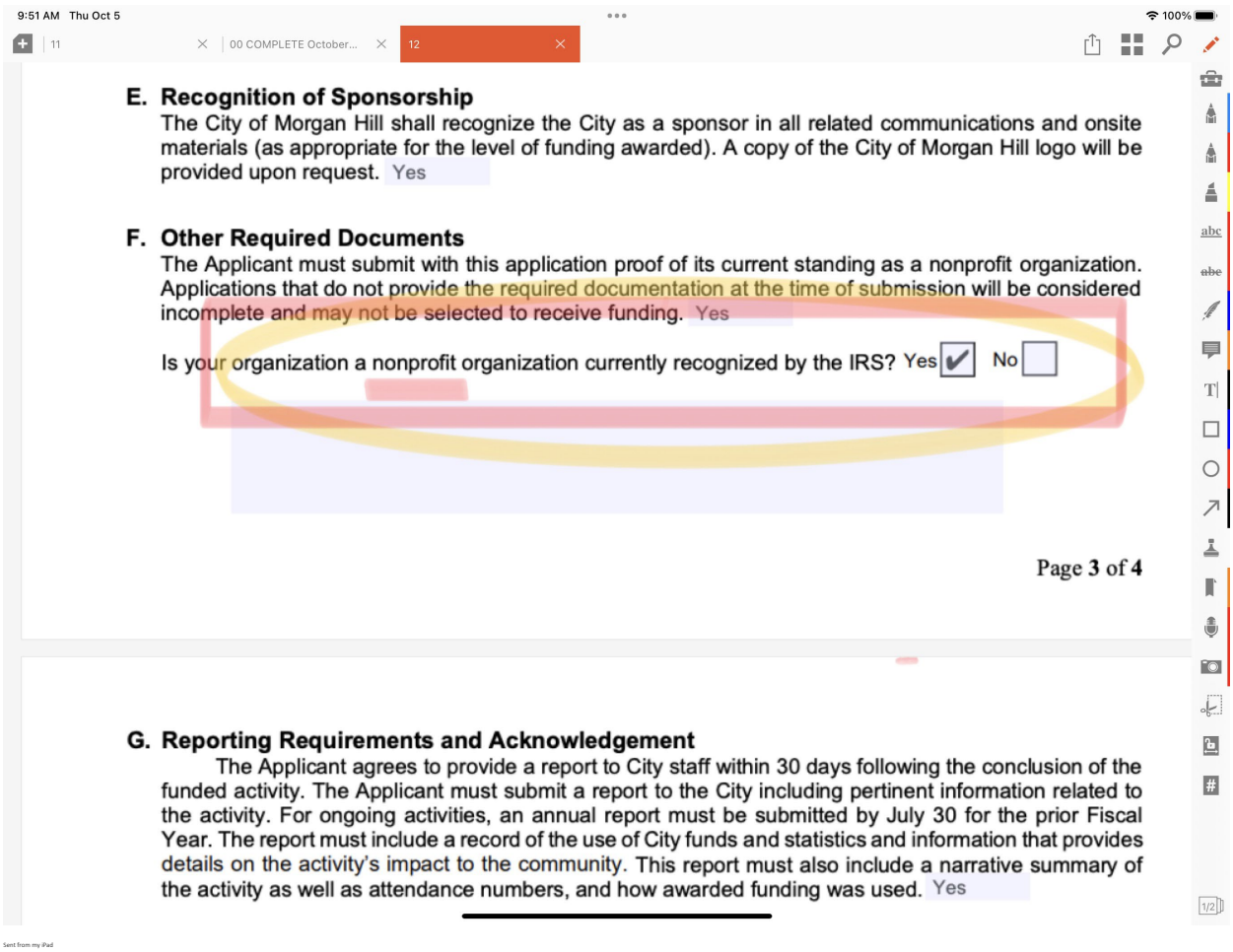
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E. Recognition of Sponsorship
The City of Morgan Hill shall recognize the City as a sponsor in all related communications and onsite materials (as appropriate for the level of funding awarded). A copy of the City of Morgan Hill logo will be provided upon request. Yes
F. Other Required Documents
The Applicant must submit with this application proof of its current standing as a nonprofit organization. Applications that do not provide the required documentation at the time of submission will be considered incomplete and may not be selected to receive funding. Yes
Is your organization a nonprofit organization currently recognized by the IRS? Yes ☑ No ☐
Page 3 of 4
G. Reporting Requirements and Acknowledgement
The Applicant agrees to provide a report to City staff within 30 days following the conclusion of the funded activity. The Applicant must submit a report to the City including pertinent information related to the activity. For ongoing activities, an annual report must be submitted by July 30 for the prior Fiscal Year. The report must include a record of the use of City funds and statistics and information that provides details on the activity's impact to the community. This report must also include a narrative summary of the activity as well as attendance numbers, and how awarded funding was used. Yes
Sent from my iPad

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CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-21-02

SUBJECT: CITY COUNCIL FUNDING REQUESTS

EFFECTIVE DATE: NOVEMBER 3, 2021

REVISED DATE: NA

ORIGINATING DEPARTMENT: COMMUNITY SERVICES DEPARTMENT

Purpose

The purpose of this policy is to establish a process for community organizations to request funding to support fee waivers, event sponsorship, and other funding requests from the City Council. The policy is intended to allow the City Council to fully evaluate all funding requests at one time along with budget appropriation.

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4. Reporting Requirements

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a. Within thirty days following the conclusion of the funded activity, the organization must submit a report to the City reporting out pertinent information related to the activity. For ongoing activities, an annual report must be submitted by July 30 for the prior fiscal year.
b. The report shall include a record of the use of City funds and statistics and information that provides details on the activity's impact to the community.

5. Late Requests
    a. Requests received after the deadline shall not be accepted by City staff.

6. Council Member Initiated Event and Fee Waiver Requests
    a. A member of the City Council may request a fee waiver or funding be provided for an event by applying with the above application process by the March deadline.
    b. All Council Member initiated requests occurring after the March deadline must be provided to the City Manager 90 days in advance of the event to allow sufficient time to bring to City Council for approval.
    c. The City Staff shall prepare a report for the City Council for approval of any Council Member initiated requests.

This policy shall remain in effect until modified by the City Council.

APPROVED:

DocuSigned by:
Rich Constantine
02EAE5B057884E7...

RICH CONSTANTINE, MAYOR

From: Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>
Sent: Tuesday, October 24, 2023 11:17 AM
To: Christina Turner <Christina.Turner@morganhill.ca.gov>
Cc: Shane Palsgrove <Shane.Palsgrove@morganhill.ca.gov>; Donald Larkin <Donald.Larkin@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>
Subject: Requests for public comment & Council meeting attendees

Thank you!

I am separating out two items please for follow up and to understand a date when it will be addressed please.

1) Discussion on public comment- this should happen at our next meeting Nov 1 even if it is not fully developed and there are items to address before moving forward.

2) I am requesting to see all of the names of participants on zoom during the meetings and have them displayed so our meetings are transparent as to who is participating moving forward. We have invested heavily in upgrading our technical capabilities and need to stay on top of technology to maximize public engagement and transparency. I've asked about this since COVID started in 2020 and it's been nearly 3 years of refining these solutions.

Thank you for all you do!
In Community,

Yvonne Martínez Beltrán (pronouns: she/her/hers)
Councilwoman
City of Morgan Hill
17575 Peak Avenue, Morgan Hill, CA 95037

yvonne.martinezbeltran@morganhill.ca.gov
morganhill.ca.gov | facebook | twitter

From: Christina Turner
To: Hilary Holeman
Cc: Michelle Bigelow; Kim Mancera
Subject: FW: [EXTERNAL] Zoom City Council Meetings
Date: Tuesday, November 7, 2023 4:44:24 AM

-----Original Message-----
From: Robert Benich <rjbenich@yahoo.com>
Sent: Friday, October 27, 2023 8:04 AM
To: Mark Turner <mark.turner@morganhill.ca.gov>; Gino Borgioli <Gino.Borgioli@morganhill.ca.gov>; Marilyn Librers <marilyn.librers@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; Marty Cheek <martin.cheek@gmail.com>
Cc: Christina Turner <Christina.Turner@morganhill.ca.gov>
Subject: [EXTERNAL] Zoom City Council Meetings

To Honorable Morgan Hill City Council:
I wish to have my input noted that ZOOM access for public meetings should only be to observe and listen to the proceedings. This should be no different than watching the meetings on Public Access TV. ZOOM participants must not be allowed to make comments. Public comments should only be made in person at the meetings.
Robert Benich

Sent from my iPhone

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.

From: Mike Tangney
To: CityCouncil; CityCouncil
Subject: [EXTERNAL] Public comment access for seniors and disabled.
Date: Wednesday, October 25, 2023 10:33:10 AM

To Whom it may concern,

It is unfortunate that to my understanding, the city has decided to eliminate remote public comment at meetings. It is so frustrating when a few ill mannered individuals disrupt established processes.

There are several options available such as time delay and pre-authentication that I hope you will explore.

Attending and following meetings in person is not possible for many due to disabilities. Even relatively common problems like hearing loss and poor vision make participation in live meetings difficult. At the last meeting I attended, I found the volume of the sound system too low and the text size of the closed captions too small to easily follow.

I hope you can adjust the ban on remote comment to allow seniors and those with disabilities to continue access to remote comment. San Francisco had done this. As I'm sure you are aware, a few individuals and law firms have made a career out of suing businesses over the Americans with Disabilities Act. I don't expect it will take long for someone to test these new restrictions.

"Seniors and people with disabilities can still use the phone-in comment option under the changes approved Tuesday."

ap23073839703039.jpg

San Francisco, Union City officials to restrict or ban remote public comments at meetings after racist remarks
cbsnews.com

Thanks,
Mike Tangney

WARNING: This message is from an external user. Confidential information such as social security numbers, credit card numbers, bank routing numbers, gift card numbers, wire transfer information and other

personally identifiable information should not be transmitted to this user. For question, please contact the Morgan Hill IT Department by opening a new helpdesk request online or call 408-909-0055.