



Regular Meeting Agenda

City Council

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

Wednesday, December 16, 2020 7:00 p.m.

Virtual Meeting

MEETING GUIDELINES

In accordance with Executive Order N-25-20 and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. We will address the Order in the following ways:

Members of the public may NOT physically attend meetings at the Morgan Hill City Council Chamber.

The City Council Meeting will be live-streamed on Channel 17 and on the City's website. Those members of the public wishing to participate remotely may do so via the electronic meeting at: <https://bit.ly/121620CityCouncilMtg> or by calling in to: (669) 900-9128, then enter the meeting id: 841 4277 4329.

Public comment for City Council meetings will be accepted via email to ccpubliccomment@morganhill.ca.gov <<mailto:ccpubliccomment@morganhill.ca.gov>>. Members of the public participating in the electronic meeting wishing to speak may do so during public comment.

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

CALL TO ORDER

Mayor Constantine

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2

City Clerk Michelle Bigelow

PRESENTATIONS

YAC PRESENTATION- ASSET # 40- POSITIVE VIEWS OF PERSONAL FUTURE

RECOGNITION

Assistant City Manager Leslie Little

ETHICS ACKNOWLEDGEMENT

MORGAN HILL ETHICS POLICY

CITY MANAGER'S REPORT

City Manager Christina Turner

City Manager Christina Turner to review the process for City Council Appointments to Outside Agencies
<<https://www.morgan-hill.ca.gov/DocumentCenter/View/12020/City-Council-Outside-Agency-Appointments-?bidId=>>.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

1. APPROVE IMPROVEMENT AGREEMENT WITH VCBLA NIDO, LLC (VOICES CHARTER SCHOOL)

Recommendation:

1. Approve and authorize the City Manager to execute and administer an Improvement Agreement with VCBLA NIDO, LLC; and
2. Authorize the recordation of the Improvement Agreement.

2. APPROVE THE FINAL MAP AND SUBDIVISION IMPROVEMENTS AGREEMENT FOR JASPER - TRACT NO. 10545

Recommendation:

1. Approve the Final Map;
2. Approve and authorize the City Manager to execute the Subdivision Improvements Agreement with City Ventures Homebuilding, LLC, Monterey Morgan Hill, LLC, and Dobby MMH LLC; and
3. Authorize the recordation of the Final Map and Subdivision Improvements Agreement.

3. APPROVE CITY COUNCIL MEETING SCHEDULE FOR CALENDAR YEAR 2021

Recommendation:

Approve 2021 City Council meeting schedule.

4. APPROVE THE DECEMBER 2, 2020 MEETING MINUTES

Recommendation:

Approve Minutes.

5. APPROVE THE DECEMBER 9, 2020 MEETING MINUTES

Recommendation:

Approve Minutes.

OTHER BUSINESS

6. SELECT CITY COUNCIL MAYOR PRO TEMPORE

Recommendation:

1. Open floor to nomination(s) for Mayor Pro Tempore; and
2. Select a Council Member to serve as Mayor Pro Tempore per City Council Policy 99-01.

Estimated Time: 5 Minutes

CONTINUED PUBLIC HEARING

7. INTRODUCE ORDINANCE AMENDING SECTION 8.28.040 (ENUMERATION OF UNLAWFUL NOISES) OF CHAPTER 8.28 (NOISE) OF TITLE 8 (HEALTH AND SAFETY) AND AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES; AMENDING CHAPTER 18.52 (FENCES AND WALLS) OF TITLE 18 (ZONING) TO CLARIFY AND ESTABLISH DESIGN AND SCREENING REQUIREMENTS OF FENCES AND WALLS; AND TO ESTABLISH CHAPTER 18.115 (GENERAL PLAN AMENDMENTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL ESTABLISHING PROCEDURES FOR AMENDING THE GENERAL PLAN (ZA2020-0001: MUNICIPAL CODE AMENDMENT)

Recommendation:

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

PUBLIC HEARING

8. APPROVE A DESIGN PERMIT FOR A NEW TWO-STORY 6,600 SQUARE FOOT BUILDING FOR THE USE OF AN ART GALLERY ON THE SOUTHWEST CORNER OF 2ND STREET AND MONTEREY ROAD. (DESIGN PERMIT NO. SR2020-0024: MONTEREY - MCCRANIE).

Recommendation:

Adopt resolution approving a Design Permit for a 6,600 square foot, two-story commercial structure.

Estimated Time: 20 Minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

SUSTAINABLE MORGAN HILL



VISION

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

Choose Morgan Hill

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

City Council Ongoing Priorities

- Enhancing Public Safety
- Protecting the Environment and Preserving Open Space and Agricultural Land
- Maintaining 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

2020-2021 Strategic Priorities

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



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



December

Developmental Asset #40

Positive Views of Personal Future

Young person is optimistic about his/her personal future.



December

Complementary Asset #32

Planning and Decision Making

Young person knows how to plan ahead and make choices.

Jorge Uribe (Record Keeper)



→ How do you maintain a positive mindset about your personal future?

- ◆ Engage in and find new interests/hobbies
- ◆ Spend time with family and friends
- ◆ Set goals for yourself

Puzzles

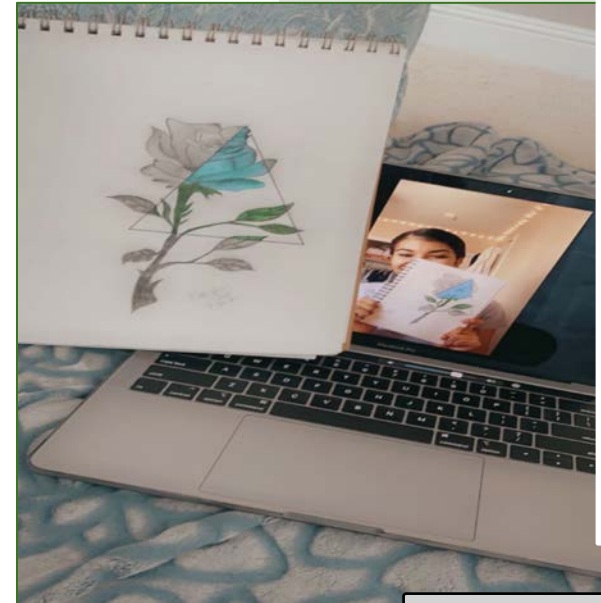


Vaishnavi Muralidharan (Developmental Asset Ambassador)



- How do you maintain a positive mindset about your personal future?
- ◆ “Fake it till you make it”
 - ◆ Set short-term AND long-term goals
 - ◆ Practice Mindfulness

Drawing



Jeremy Elvander (Active Member)



→ How do you maintain a positive outlook on the future?

- ◆ Staying grounded
 - Through others, myself, and my surroundings
- ◆ “Grateful for the little things”

The bluebird on the mailbox



Tips for Parents/Guardians



- ❖ Build an open and understanding relationship with children.
- ❖ Encourage children to open up about their frustrations and anxieties.





Questions to Council:



- What tips/recommendations do you have for the youth to maintain a positive attitude on their personal future?
- What are some things that you have done to create a positive work environment?



City of Morgan Hill Ethics Policy

The City of Morgan Hill's Ethics Policy Requires that:

- public officials, both elected and appointed, comply with both the letter and the spirit of the laws and policies affecting the operations of government;
- public officials be independent, impartial, and fair in their judgment and actions;
- public office be used for the public good, not for personal gain;
- public deliberations and processes be conducted openly, unless legally required to be confidential in an atmosphere of respect and civility; and
- public officials encourage a diversity of opinions to be expressed during public debate and discussion.

As those charged with carrying on the City's business, we the undersigned, affirm our commitment to Morgan Hill's ethics policy and endeavor to practice the following core values:

HONESTY

I am honest with my fellow elected officials, the public, and others. I am prepared to make unpopular decisions when my sense of the public's best interests requires it and I take responsibility for my actions, even when it is uncomfortable to do so. I am trustworthy.

RESPECT

I treat my fellow officials, staff, and the public with patience, courtesy and civility, even when we disagree on what is best for the community. I respect others' time by coming to meetings prepared and offering observations only when I believe it will move the discussion forward. I work to gain value from diverse opinions and build consensus. I am approachable, open-minded and willing to participate in dialog and I work to convey this to others. I recognize government's responsibilities to everyone. I convey the agency's care for and commitment to its community members through my words and deeds. I am attuned to, and care about, the needs and issues of the citizens, public officials, and agency workers.

RESPONSIBILITY

I do not accept gifts, services or other special considerations because of my public position. I refrain from any action that might appear to compromise my independent judgment. I support merit-based processes for the award of public employment and public contracts. I demonstrate concern for the proper use of agency assets (such as personnel, time, property, equipment, funds).

FAIRNESS

I support the public's right to know and participate in the conduct of the public's business. I am impartial when making decisions. I make decisions based on the merits of the issue.

LOYALTY

I respect the confidentiality of information concerning the agency's property, personnel, and affairs. When presenting my individual opinions and positions, I explicitly state that my opinions do not represent the agency's position and I will not allow the inference that they do.





CITY COUNCIL STAFF REPORT

MEETING DATE: December 16, 2020

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

APPROVE IMPROVEMENT AGREEMENT WITH VCBLA NIDO, LLC (VOICES CHARTER SCHOOL)

RECOMMENDATION(S)

1. Approve and authorize the City Manager to execute and administer an Improvement Agreement with VCBLA NIDO, LLC; and
2. Authorize the recordation of the Improvement Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment and Preserving
Open Space and Agricultural Land

2020-2021 Strategic Priorities

Economic Development

GUIDING DOCUMENTS

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

The Voices Charter School project is a proposed Kindergarten thru 8th grade public charter school campus that will be located at the northwest corner of Monterey Road and Cosmo Avenue (Attachment 1). As required by the project's conditions of approval for the Design Review (SR2019-0032), the developer is required to enter into an Improvement Agreement (Attachment 2) with the City of Morgan Hill and provide surety bonds covering the project's public improvements. The public improvements to be constructed as part of this project include the property frontage improvements along Monterey Road and Cosmo Avenue, and minor traffic signal modifications of the eastbound Cosmo Avenue traffic signal.

The developer has furnished the City with the necessary documents to complete the processing of the Improvement Agreement by providing surety bonds and insurance for the project's proposed public improvements.

Staff recommends that the City Council authorize the City Manager to sign and record the Improvement Agreement on behalf of the City.

COMMUNITY ENGAGEMENT: Involve

A public notice was mailed out on August 18, 2020 to residents within a 300 feet radius of the project which informed them that in order for their comments to be considered as part of the Administrative Review and Decision process, a letter or e-mail must be received by the Development Services Department no later than August 31, 2020 @

5:00 p.m. Comments received from the public and from the project applicant were considered in the project's design review process.

On August 31, 2020, the Community Development Director approved the Administrative Design Review for the project.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On October 8, 2019, the Planning Commission approved a Conditional Use Permit (UP2018-0015) for the public charter school project.

FISCAL AND RESOURCE IMPACT:

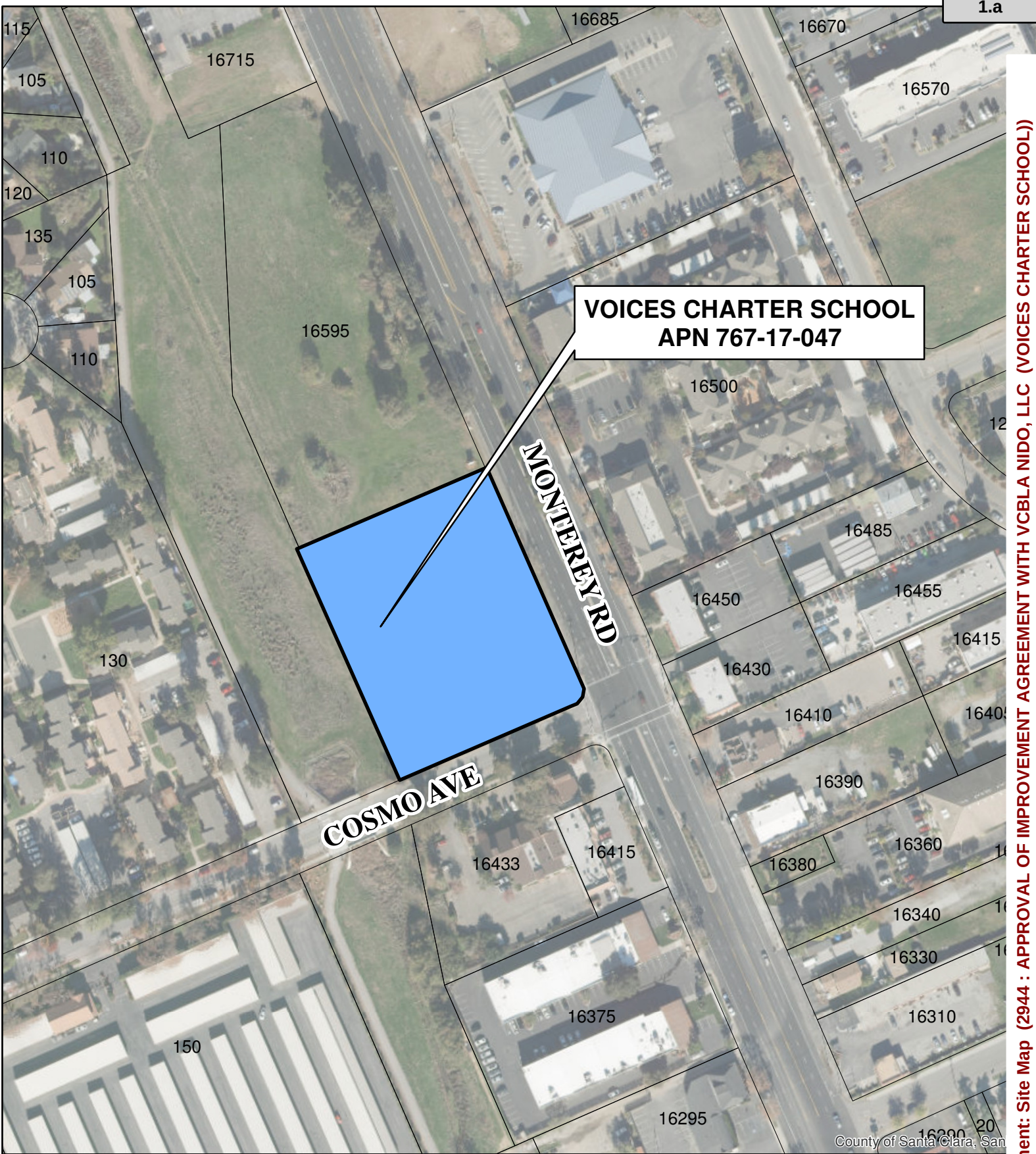
Development review costs for this project are paid from development processing fees. The public improvements to be constructed under this agreement are valued at \$120,672.

CEQA (California Environmental Quality Act): Project

On October 8, 2019, the Planning Commission adopted a Mitigated Negative Declaration.

LINKS/ATTACHMENTS:

1. Site Map
2. Improvement Agreement



**Engineering and Utilities Department
Land Development Engineering Division**

Document Path: G:\R-14\PROJ\Agustin\GIS\Voices Charter School.mxd

**SITE MAP
VOICES CHARTER SCHOOL
APN 767-17-047**



RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

(RECORD AT NO FEE PURSUANT TO GOVERNMENT
CODE SECTION 27383)

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

IMPROVEMENT AGREEMENT

VCBLA NIDO, LLC
Northwest Corner of Monterey Road Cosmo Avenue
APN: 767-17-047
Voices Charter School

THIS AGREEMENT is made on this _____ day of _____, 20_____, by the CITY OF MORGAN HILL, a municipal corporation ("CITY"), and **VCBLA NIDO LLC** a limited liability company ("PROPERTY OWNER").

RECITALS

The following Recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Morgan Hill Municipal Code Chapter 12.02.
2. PROPERTY OWNER has filed a Development Application and supporting documents on the property with the assessor's parcel number (APN) of **767-17-047** having the development name of **Voices Charter School** ("Development").
3. CITY requires as a condition of approval of the Development Permit, as described on said permit, that certain improvements be installed by PROPERTY OWNER as shown on the fully executed Development Improvement Plans entitled "**Improvement Plans Voices Charter School**" ("Improvements"), on file with CITY and incorporated herein by this reference.
4. PROPERTY OWNER has been unable to complete, prior to the issuance of the Development Permit, all of the Improvements required by CITY to the satisfaction of the City Engineer.
5. PROPERTY OWNER is required by the terms of the Morgan Hill Municipal Code to improve all streets, highways, or public areas which are part of the Development, including but not limited to necessary paving, curbs, sidewalks, catch basins, water mains, culverts, storm drains, and sanitary sewers, in accordance with the plans and specifications on file with the City Engineer.

6. To assure CITY that PROPERTY OWNER will complete all the work and Improvements required for the Development, the parties have entered into this Agreement.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement.** This term of this Agreement shall be twelve (12) months from the date of issuance of the Development Permit ("Term") unless extended by written agreement.
2. **Improvements.** PROPERTY OWNER agrees to construct the Improvements in a good and workmanlike manner in accordance with the plans and documents filed with and approved by CITY in conjunction with the Development, all of which are incorporated herein by reference. These items of the Improvements shall be completed, constructed and installed at PROPERTY OWNER's sole expense unless agreed to otherwise by CITY.
3. **Rights-of-Way.** Except as otherwise provided by this Agreement, CITY can hold without acceptance or recordation all lands, rights-of-way, and easements offered for dedication. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with the Government Code. All such offers may be accepted and recorded by CITY in its sole discretion at any later date without further notice to PROPERTY OWNER as provided by law. By way of explanation only, it is the current intention of CITY to accept all or part of the irrevocable offers to dedicate upon acceptance of the Improvements called for in this Agreement.
4. **Improvements: Time Limits.** PROPERTY OWNER agrees to cause all Improvements to be made and constructed to comply with all requirements of Morgan Hill Municipal Code Chapter 12.02, according to the improvement plans for the Development approved by the City Engineer and including any changes or alteration in the Improvements required by the City Engineer. The Improvements shall be completed utilizing CITY standards and specifications. PROPERTY OWNER agrees to complete the Improvements prior to the expiration of this Agreement, or the issuance of the certificate of occupancy, whichever is earlier; provided however, the City Manager may extend the deadline for completion by not more than six (6) months at his or her reasonable discretion and determination that granting the extension will not be detrimental to the public welfare. No extension of this deadline for completion shall be made except upon the basis of a written application made by PROPERTY OWNER stating fully the ground for the application and the facts relied upon for an extension.

It is further agreed by and between PROPERTY OWNER and CITY that any extension granted shall in no way affect the validity of this Agreement or release the surety(ies) on any bond attached hereto or the financial institution guaranteeing the same. PROPERTY OWNER further agrees to maintain the securities described in Section 6 in full force and effect during the terms of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by CITY.

In the event that PROPERTY OWNER shall fail to complete the Improvements within the time provided by this Agreement, CITY may in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Development and complete the Improvements and recover the full cost and expense of construction from PROPERTY OWNER, PROPERTY OWNER's successors and

assigns, PROPERTY OWNER's Performance/Labor & Material Bonds associated with this Development, or from the then owner of the Development, and/or place a lien upon the Development property for the cost and expense. Any and all CITY costs shall include but not be limited to administrative and attorney costs.

5. **Acquisition and Dedication of Easements or Rights-of-Way.** If any of the Improvements is to be constructed or installed on land not within the Development or already existing public right-of-way, no construction or installation shall be commenced before the irrevocable offer of dedication or conveyance to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from PROPERTY OWNER to allow construction or installation of the Improvements or work has been obtained and paid for by PROPERTY OWNER.

6. **Bond Requirements.** To secure the performance of each Improvement required under this Agreement and to ensure full payment to all persons furnishing or supplying labor or materials for each Improvement required, PROPERTY OWNER shall provide to CITY concurrently with the execution of this Agreement, payment and performance bonds each in the amount of 100% of the total estimated cost of the Improvements as determined by the City Engineer,. A performance bond to secure faithful performance of this Agreement as required by Section 12.02.160 of the Morgan Hill Municipal Code for performance shall be provided in substantially the form set forth in Exhibit B. A payment bond to secure full payment to all persons furnishing or supplying labor or materials as required by Section 12.02.160 of the Morgan Hill Municipal Code for labor and materials shall be provided in substantially the form set forth in Exhibit C. PROPERTY OWNER shall provide an additional guarantee and warranty security (in substantially the form set forth in Exhibit D) of fifty (50%) percent of the cost of construction of the Improvements to guarantee and warranty the Improvements for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 12.02.170 of the Morgan Hill Municipal Code.

Improvements and the City Engineer's Estimated Costs of Improvements as of September 2020 are attached hereto as Exhibit "A".

Any bonds submitted under this Agreement shall be executed by a surety company authorized to write the same in the State of California, and subject to the review and approval of the City's risk manager. All required securities shall be in a form approved by the City Attorney. The bonds shall be executed on CITY forms by a surety authorized to do business in the State of California and shall be approved by the City Attorney and the City Engineer. Submittal of the Performance/Labor & Material Bonds is a requirement prior to CITY's issuance of an encroachment permit to do work in CITY's right-of-way. Submittal of the Warranty Bond is a requirement prior to the City Engineer's consideration of acceptance of the public improvements.

Note: If Cash Deposit Agreement Guaranteeing Improvements is utilized for security purposes, the Cash Deposit Agreement amount shall be two hundred (200%) percent of the aforementioned City Engineer's Estimated Costs of Improvements. In lieu of the above, CITY will accept a certificate of deposit in CITY's name with escrow instructions acceptable to the City Engineer, subject to the approval of the City Attorney.

The release of any securities shall be governed by the provisions of Section 12.02.170 of the Morgan Hill Municipal Code.

7. **Irrevocability of Security.** The securities provided under this Agreement shall be irrevocable, shall

not be limited as to time, and may be released only upon the written approval of the City Engineer and City Council.

8. **Duty to Warn.** PROPERTY OWNER shall give adequate warning to the public of each and every dangerous condition which may exist in the Improvements and will take all reasonable actions to protect the public from any dangerous condition.

9. **Warranty.** PROPERTY OWNER guarantees and warrants the Improvements required by this Agreement and agrees to remedy any defects in the Improvements arising from faulty or defective materials or construction occurring within twelve (12) months after acceptance by CITY of said Improvements. Following notice, PROPERTY OWNER shall, without delay or cost to CITY, repair, replace, or reconstruct any defective or unsatisfactory portion of Improvements. CITY may, at its sole option, perform the repair or replacement itself if PROPERTY OWNER has failed to commence repair within twenty (20) days after CITY has mailed written notice to PROPERTY OWNER. In such event, PROPERTY OWNER agrees to pay the cost of repair and replacement, plus 15%, by CITY; and CITY may recover such costs as a lien against the Development. CITY may proceed immediately to make repairs should an emergency arise without waiving its rights of recovery against PROPERTY OWNER.

10. **Failure of Performance.** In addition to the other remedies provided by this Agreement, CITY shall have recourse to the security given. In the event that CITY seeks recourse against any security, CITY shall have recourse against PROPERTY OWNER for any and all amounts necessary to complete the obligation. All administrative costs, including attorneys' fees shall be a proper charge against the security and PROPERTY OWNER pursuant to Government Code. The right of CITY to draw upon or utilize the security is additional and not in lieu of any other remedy available to CITY at law or in equity. The parties agree that the estimated costs and security amounts may not reflect the actual cost of construction or installation of Improvements, and therefore, CITY damages for PROPERTY OWNER's default shall be measured by the cost of completing the required Improvements.

11. **Certificate of Occupancy.** PROPERTY OWNER understands that CITY will expect completion, to the satisfaction of CITY, of specific public improvements as well as private utility improvements prior to CITY Approval of a Certificate of Occupancy for any building on the Development property. The specific improvements shall include activation of all public utilities (water, sewer, storm drain); activation of all private utilities (electric, gas, phone) except for cable; street lights turn-on request filed with P G & E; and full street improvements (curb-gutter and paving with/without final lift) from existing public street to building under consideration for Certificate of Occupancy. PROPERTY OWNER, furthermore, agrees to so inform successor in lot interest should lot be transferred to another party prior to CITY acceptance of public improvements.

12. **Final Toxic Report.** Where applicable, PROPERTY OWNER hereby agrees to furnish the City Attorney with a copy of the Final Toxic Report issued by the appropriate licensed consultant on the proposed Development. This report must be received prior to final acceptance of on-site improvements and issuance of certificate of occupancy.

13. **Public Improvements Fee Schedule.** PROPERTY OWNER shall pay the following sums in cash to CITY pursuant to the provisions of Resolution 1383 and any amendments. These sums shall be paid to CITY at the time of issuance of the Development Permit, and shall be in accordance with the attached Department of Public Works Fee Schedule attached hereto demonstrating a current Total Fee Obligation of

\$416,680. All Fees are estimated and may be increased by CITY subject to current resolutions and ordinances. These fees are subject to a minimum annual revision. PROPERTY OWNER consents to increases in these fees. This Agreement shall not be construed to fix or freeze fees as of any point prior to issuance of Development Permits.

All development fees shall be those in effect at the time of the issuance of the Development Permit for this Development. This Agreement does not entitle the developer to any permit including a grading permit. A separate application for a grading permit should be made to the Building Department.

14. Other Agreements Associated with This Improvement Agreement: The following "checked off" Agreements are understood to be associated with this Agreement and have been fully executed prior to or concurrent with this Agreement:

☐ CITY "Streets" Reimbursement Agreement (CITY Ordinance 982)

PROPERTY OWNER acknowledges and agrees that the property is subject to a Reimbursement Agreement whereby PROPERTY OWNER must reimburse CITY for all costs associated with off-site improvements completed by the CITY and/or others or to be completed by CITY and/or others. PROPERTY OWNER agrees to pay CITY for all sums already incurred under the reimbursement agreement prior to issuance of any building permits. If the improvement has not been completed by CITY and/or others, then PROPERTY OWNER or successor-in-interest agrees to fully reimburse CITY for all costs incurred by CITY and/or others in constructing the improvements.

☐ CITY Public/Private Utility Reimbursement Agreement

☐ Landscape & Lighting Maintenance Assessment District Annexation

☐ Improvements Deferral Agreement

15. Insurance Requirements.

Commencement of Improvements. Before beginning construction of the improvements, PROPERTY OWNER is required to 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 PROPERTY OWNER and its subcontractors relating to or arising from the performance of work associated with the Improvements, and must remain in full force and effect at all times during the period covered by the Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by CITY. 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. Coverages may be provided by PROPERTY OWNER's General Contractor if PROPERTY OWNER is not directly insuring such exposures under an "Owners and Contractors Protective Liability Policy (OCP)" on which CITY would be an additional insured. If PROPERTY OWNER will utilize the services of a General Contractor to perform all of the work associated with the Improvements, then PROPERTY OWNER may opt to have all coverages provided by PROPERTY OWNER's General Contractor, provided that a written contract is executed between PROPERTY OWNER and the General Contractor whereby the written contract specifically required General Contractor to fulfill all of the City insurance requirements as outlined in this Agreement, including all endorsements in favor of the City. Verification of the written contract must be provided to City upon request. If PROPERTY OWNER fails to provide any of the required coverage in full compliance with the requirements outlined in this Agreement, CITY may, at its sole discretion, purchase

such coverage at PROPERTY OWNER's expense and deduct the cost from payments due to PROPERTY OWNER, assess payment against Development, or terminate the Agreement for default. Any deductibles or self-insured retentions must be declared to and approved by City. PROPERTY OWNER further understands that CITY reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to PROPERTY OWNER, at any time as deemed necessary to protect the interests of CITY.

(a) Policies and Limits. The following insurance policies and limits are required for this Agreement:

(1) Commercial General Liability Insurance ("CGL"): PROPERTY OWNER shall maintain CGL and shall include coverage for liability arising from PROPERTY OWNER's or its subcontractor's acts or omissions in the performance of work associated with the Improvements against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) five million dollars (\$5,000,000.00) combined single limit each occurrence and either a general aggregate limit of ten million dollars (\$10,000,000.00) or a general aggregate limit of five million dollars (\$5,000,000) as applied on a "per project" or "per location" basis, or (ii) the maximum amount of such insurance available to PROPERTY OWNER under PROPERTY OWNER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

b. CGL policy must include blanket contractual and completed operations.

c. CGL policy will apply as though separate policies have been issued to each insured ("separation of insureds").

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

(3) Automobile Liability: PROPERTY OWNER shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if PROPERTY OWNER does not own automobiles, then PROPERTY OWNER 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, or (ii) the maximum amount of such insurance available to PROPERTY OWNER under PROPERTY OWNER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(4) **Pollution (Environmental) Liability:** The performance of PROPERTY OWNER's work or service under this Agreement involves handling of hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials. PROPERTY OWNER shall procure and maintain Pollution Liability covering PROPERTY OWNER'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 PROPERTY OWNER under PROPERTY OWNER's combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(b) **Required Endorsements.** PROPERTY OWNER shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below:

(1) **ALL Policies:**

"Waiver of Subrogation" - Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against CITY and CITY's elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) **ALL policies except Workers Compensation:**

a. "Additionally Insured" - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds.

b. "Primary and Non-Contributing" - Insurance shall be primary non-contributing.

(c) **Subcontractors.** PROPERTY OWNER must ensure that each subcontractor is required to maintain the same insurance coverage required under this Section 15, with respect to its performance of work associated with the Improvements, including those requirements related to the additional insureds and waiver of subrogation.

(d) **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.

(e) **Certificates.** PROPERTY OWNER shall furnish CITY with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the PROPERTY OWNER's agreement with CITY shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to CITY,

unless due to non-payment of premiums, in which case ten days written notice must be made 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

16. **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.
17. **Non-Discrimination.** PROPERTY OWNER 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.
18. **Independent Contractor.** It is agreed to that PROPERTY OWNER shall act and be an independent contractor, and not an agent or employee of CITY.
19. **Compliance with Law.** PROPERTY OWNER shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
20. **Right to Inspect and Inspection Fees.** PROPERTY OWNER shall at all times maintain proper facilities and provide safe access for inspection for CITY and its employees to all parts of the Improvements. PROPERTY OWNER shall pay and reimburse CITY for all expenses incurred by CITY for inspecting and checking all work to be performed under the provisions of the Municipal Code or this Agreement. CITY Engineering plan checking and field improvement inspection costs are included in the Department of Public Works Fee Schedule which may be revised from time to time.
21. **Conflict of Interest and Reporting.** PROPERTY OWNER shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
22. **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 PROPERTY OWNER is as follows:
VCBLA NIDO LLC
6840 VIA DEL ORO, SUITE 160
SAN JOSE, CA 95119

b. Address of CITY is as follows:
City Engineer
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

23. **PROPERTY OWNER'S Representations.** This Agreement shall include application or items submitted by PROPERTY OWNER to CITY'S Planning Department, Building Department, Planning Commission, and City Council. In the event of any inconsistency between their representations and this Agreement, this Agreement shall govern.
24. **Licenses, Permits and Fees.** PROPERTY OWNER shall obtain a CITY Business License, all permits, and licenses as may be required by this Agreement.
25. **Familiarity with Improvements.** By executing this Agreement, PROPERTY OWNER warrants that: (1) it has investigated the work to be performed, (2) it has investigated the site of the Improvements and is aware of all conditions there; and (3) it understands the difficulties and restrictions of the Improvements under this Agreement. Should PROPERTY OWNER discover any conditions materially differing from those inherent in the Improvements or as represented by CITY, it shall immediately inform CITY and shall not proceed, except at PROPERTY OWNER'S risk, until written instructions are received from CITY.
26. **Time of Essence.** Time is of the essence in the performance of this Agreement.
27. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement nor any portion shall be assigned by PROPERTY OWNER without prior written consent of CITY.
28. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
29. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument.
30. **Indemnification.** PROPERTY OWNER 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 PROPERTY OWNER, PROPERTY OWNER'S agents, officers, employees, subcontractors, or independent contractors hired by PROPERTY OWNER. The only exception to PROPERTY OWNER'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 PROPERTY OWNER.
31. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified on provisions waived only by subsequent mutual written agreement executed by CITY and PROPERTY OWNER.
32. **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.

33. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
34. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
35. **Agreement Runs With the Land.** This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties. It shall be recorded in the Office of the Recorder of Santa Clara County concurrently with the issuance of the Development Permit and shall constitute a covenant running with the land and an equitable servitude upon the Development real property.

36. **Recording.** It shall be the responsibility of CITY to cause the executed Agreement to be recorded.

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

[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:

THE CITY OF MORGAN HILL

City Clerk

Date: _____

City Manager

Date: _____

APPROVED AS TO FORM:

"PROPERTY OWNER"

City Attorney

Date: _____

By: Frances Teso

Title: CEO

Date: 11-24-2020

By: John Cesare

Title: CFO

Date: 11-24-2020

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**

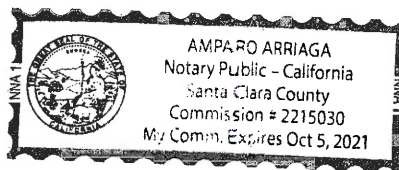
County of **Santa Clara**

On November 24, 2020, before me, AMPAIO ARRIAGA a Notary Public in and for said County and State, personally appeared FRANCES QUINTANAR TESO 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**

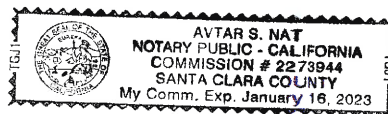
County of **Santa Clara**

On Nov 24, 2020, before me, AVTAR S. NAT a Notary Public in and for said County and State, personally appeared JOHN CESARE 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
IMPROVEMENTS AND
ESTIMATED COSTS OF IMPROVEMENTS
AS OF SEPTEMBER 2020**

STREET IMPROVEMENTS

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
Pavement Saw Cut	1,388	LF	\$1.20	\$1,665.60
Median Curb	1,388	LF	\$15.00	\$20,820.00
New Sidewalk (5" PCC over 4" CL 2 AB)	2,350	SF	\$7.50	\$17,625.00
Signs	10	EA	\$150.00	\$1,500.00
Solar-Powered RRFB	2	EA	\$15,000.00	\$30,000.00
Curb Ramp (Commercial & Case D)	2	EA	\$1,250.00	\$2,500.00
6" PCC Driveway	270	LF	\$7.50	\$2,025.00
6" PCC Curb & Gutter	562	LF	\$20.00	\$11,240.00
Thermoplastic Pavement Markings	756	SF	\$2.50	\$1,890.00
AC Removal	4,307	SF	\$2.00	\$8,614.00
6" PCC Curb & Gutter Removal	562	LF	\$5.00	\$2,810.00
Median Curb Removal	120	SF	\$5.75	\$690.00
13" AC Plug	485	SF	\$5.00	\$2,425.00
New AC (4" over 10" CLII AB)	2,328	SF	\$4.75	\$11,058.00
Subtotal Street Improvements:				\$92,377.00

DRAINAGE IMPROVEMENTS

<u>Item</u>	<u>Specify diameter (φ) size</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
PVC (Sch 40)	12"	29	LF	\$60.00	\$1,740.00
Type A & C Inlets		1	EA	\$2,500.00	\$2,500.00
Subtotal Drainage Improvements:					\$4,240.00

SANITARY SEWER

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
6" PVC (SDR-26)	89	LF	\$45.00	\$4,005.00
Manhole, Break & Enter	1	EA	\$500.00	\$500.00
Subtotal Sanitary Sewer:				\$4,505.00

WATER IMPROVEMENTS

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
4" PVC (C900) Class 200	28	LF	\$50.00	\$1,400.00
8" PVC (C900) Class 200 (includes appurtenances)	28	LF	\$60.00	\$1,680.00
8" Gate Valve	2	EA	\$1,000.00	\$2,000.00
Subtotal Water Improvements:				\$8,580.00

MISCELLANEOUS

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Total</u>
Subtotal Miscellaneous:				\$0.00
Subtotal Additional Items:				\$0.00
SUBTOTAL:				\$109,702.00
10% Contingency:				\$10,970.20
TOTAL:				\$120,672.20

EXHIBIT "B"
FORM OF PERFORMANCE BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and _____ (hereinafter designated as "principal") have entered into an Improvement Agreement:

VCBLA NIDO, LLC
Northwest Corner of Monterey Road Cosmo Avenue
APN: 767-17-047
Voices Charter School

whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20_____, and identified as project **Voices Charter School**, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Morgan Hill, hereinafter called ("City"), in the penal sum of **one hundred twenty thousand six hundred seventy two dollars (\$120,672)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The Surety's office is located at _____, Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number are as follows:

License No.: _____

Address: _____

Telephone No.: _____

The non-resident agent for the Surety, if any, is a party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

The condition of this obligation is such that if the above bounded principal, his or its heirs,

Performance Bond

Page 1 of 3

Version: December 2017

Attachment: Improvement Agreement [Revision 1] (2944 : APPROVAL OF IMPROVEMENT AGREEMENT WITH VCBLA NIDO, LLC (VOICES

executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Executed this _____ day of _____ 20 ____ .

Principal

Principal

By: _____
Surety

By: _____
Attorney-in Fact

By: _____
California Resident Agent

By: _____
Non-resident Agent - Attorney-in-Fact

APPROVED:

Scott Creer, City Engineer

Date: _____

APPROVED AS TO FORM:

By: _____

Donald A. Larkin, City Attorney

Date: _____

(Acknowledgment on following page.)

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)

Performance Bond
Page 4 of 3
Version: December 2017

EXHIBIT "C"
FORM OF LABOR AND MATERIAL BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and **VCBLA NIDO, LLC** (hereinafter designated as "the principal") have entered into an Improvement Agreement:

VCBLA NIDO, LLC
Northwest Corner of Monterey Road Cosmo Avenue
APN: 767-17-047
Voices Charter School

whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20_____, and identified as project **Voices Charter School**, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Morgan Hill, hereinafter called "City," to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as corporate surety, and their successors and assigns are held firmly bound unto City and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **one hundred twenty thousand six hundred seventy two dollars (\$120,672)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety's office is located at _____,

Labor and Material Bond
Page 1 of 3
Version: December 2017

Attachment: Improvement Agreement [Revision 1] (2944 : APPROVAL OF IMPROVEMENT AGREEMENT WITH VCBLA NIDO, LLC (VOICES

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number as follows:

License No.: _____
 Address: _____
 Telephone No.: _____.

The following non-resident agent, if any, for the Surety is a party to the transaction:

Name of non-resident agent: _____,
 Non-resident agent's office address: _____
 Telephone No.: _____.

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Executed this _____ day of _____ 20 ____.

 Principal

 Principal

By: _____
 Surety

By: _____
 Attorney-in Fact

By: _____
 California Resident Agent

By: _____
 Non-resident Agent - Attorney-in-Fact

APPROVED:

 Scott Creer, City Engineer

Date: _____

APPROVED AS TO FORM:

By: _____

Donald A. Larkin, City Attorney

Date: _____

(Acknowledgment on following page.)

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)

Labor and Material Bond

Page 4 of 3

Version: December 2017

EXHIBIT "D"
FORM OF WARRANTY BOND
(50% of Cost of Construction)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California (hereinafter designated as "City"), and **VCBLA NIDO, LLC** (hereinafter designated as "Principal") have entered into an Improvement Agreement (hereinafter "Agreement"):

VCBLA NIDO, LLC
Northwest Corner of Monterey Road Cosmo Avenue
APN: 767-17-047
Voices Charter School

whereby the Principal agrees to install and complete certain designated public improvements (hereinafter "Improvements"), which said Agreement, dated _____, 20_____, and identified as project _____, is hereby referred to and made a part hereof; and

Whereas, under the terms of said Agreement, the Principal is required to furnish a bond to guarantee and warrant the work required by said Agreement for a period of one year following the completion and acceptance by the City of the Improvements, against any defective work or labor performed, or defective materials furnished by Principal.

Now, therefore, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Morgan Hill in the penal sum of **sixty thousand dollars (\$60,356)** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

If Principal faithfully carries out and performs its guarantee and warranty under the Agreement, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Principal promptly reimburses City for all loss and damage that City sustains because of Principal's failure to makes such repairs in accordance with the Agreement requirements, then Surety's obligations under this Bond will be null and void. Otherwise, Surety's obligations will remain in full force and effect.

Surety waives the provisions of Civil Code Sections 2819 and 2845. Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this

Warranty Bond
Page 1 of 3
Version: April 2019

Attachment: Improvement Agreement [Revision 1] (2944 : APPROVAL OF IMPROVEMENT AGREEMENT WITH VCBLA NIDO, LLC (VOICES

bond, and it does hereby waive notice of any such change, extension, alteration, or addition. Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

This Bond will be governed by California law, and the venue for any dispute pursuant to this Bond will be in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

In witness whereof, this instrument has been duly executed by the principal and surety above named.

SURETY:

Principal:

Date: _____

Date: _____

s/ _____

s/ _____

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Acknowledgment with Notary
Seal and Power of Attorney)

APPROVED AS TO FORM:

By: _____

Date: _____

Donald A. Larkin, City Attorney

Warranty Bond
Page 2 of 3
Version: April 2019

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**
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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.

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(ABOVE AREA FOR NOTARY SEAL)

Warranty Bond
Page 3 of 3
Version: April 2019



CITY OF MORGAN HILL PUBLIC WORKS DEPARTMENT

17575 Peak Avenue Morgan Hill CA 95037 - Office (408) 778-6480 Fax (408) 779-7236

FEE SCHEDULE: 07.01.2020

PROJECT INFO

TRACT # / APN: 767-17-050

ADDRESS / LOT: Monterey and Cosmo (northwest corner)

PROJECT DESC: Voices Charter School

APPLICANT NAME: VCBLA NIDO, LLC

MAILING ADDRESS: 6840 Via Del Oro, Suite 160

CITY, STATE, ZIP: San Jose, CA 95119

PHONE NUMBER: _____

DATE PREPARED: 11/22/2020

EXPIRATION DATE: n/a

CALCULATED BY: CHARLIE HA

CHECKED BY: CHARLIE HA

BUILDING PERMIT #: BCOM2020-0085

BLD PERMIT ISS. DATE: TBD

SEWER IMPACT FEES WITHIN RDA BOUNDARY

CHECK APPLICABLE SCENARIO BELOW

• COMMERCIAL OR INDUSTRIAL WITHIN RDA BOUNDARY

SEWER IMPACT FOR COMMERCIAL & INDUSTRIAL PROJECTS
TEMPORARILY ADJUSTED TO \$0 EFFECTIVE 02/05/07 PER RES# 6082.

• RESIDENTIAL PROJECTS WITHIN RDCS DOWNTOWN AREA

SEWER IMPACT FOR SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL
TEMPORARILY ADJUSTED TO \$0 EFFECTIVE 02/05/07.

• NOT IN RDA AREA BOUNDARY

** BOTH NORMAL FEES AND ADJUSTED FEES ARE SUBJECT
TO ANNUAL CPI INCREASES.

☒ COMMERCIAL OR INDUSTRIAL SHELL

A baseline charge for Traffic and Sewer Impact Fees has been assessed
for this shell building permit application. Additional Traffic and Sewer
impact fees may be owed pending the submittal and review of a tenant
improvement building permit application for this project.

☐ THIS FEE SCHEDULE IS ESTIMATE ONLY

MULTI-FAMILY IS DEFINED AS ANY UNIT WITH TWO BEDROOMS OR LESS.
SINGLE FAMILY IS DEFINED AS ANY UNIT WITH 3 BEDROOMS OR MORE.

1. METER DEPOSIT: 650-37672 Subtotal: \$2,324

1"	\$516	x	<u>1</u>	=	<u>\$516</u>
1 1/2"	\$1,602	x	<u>0</u>	=	<u>\$0</u>
2"	\$1,808	x	<u>1</u>	=	<u>\$1,808</u>
3" or larger-Time & Material + Meter Cost					<u>\$0</u>

METER CREDITS \$0 / x 0 / = \$0

2. BACKFLOW CONST. INSPECTION: 650-37859 Subtotal: \$204

\$68 x 3 Each = \$204

3a. WATER FRONTAGE CHARGE: 650-37663 Subtotal: \$25,400

1 Side	\$74	x	<u>0</u>	LF	= <u>\$0</u>
2 Sides	\$40	x	<u>635</u>	LF	= <u>\$25,400</u>

* Water fronts on Monterey and Cosmo

3b. SEWER FRONTAGE CHARGE: 640-37663 Subtotal: \$14,514

1 Side	\$74	x		LF	= <u>\$74</u>
2 Sides	\$40	x	<u>361</u>	LF	= <u>\$14,440</u>

*Sanitary fronts on Monterey only

3c. STORM FRONTAGE CHARGE: 304-37663 Subtotal: \$0

1 Side	\$121	x	<u>0</u>	LF	= <u>\$0</u>
2 Sides	\$59	x	<u>0</u>	LF	= <u>\$0</u>

3d. UNDERGROUNDING UTILITIES: 350-37649 Subtotal: \$0

1 Side	\$762	x	<u>0</u>	LF	= <u>\$0</u>
2 Sides	\$385	x	<u>0</u>	LF	= <u>\$0</u>

4. WATER IMPACT FEE: **651-37648** Subtotal: **\$22,551**

Single Family	\$3,913	/DU	x	0	DU	=	\$0
Multi Family	\$3,531	/DU	x	0	DU	=	\$0
Senior/Downtown	\$3,531	/DU	x	0	DU	=	\$0
Commercial	\$11,109	/AC	x	2.03	AC	=	\$22,551
Industrial	\$11,109	/AC	x	0	AC	=	\$0
Office	\$11,109	/AC	x	0	AC	=	\$0
Auto Dealership	\$11,109	/AC	x	0	AC	=	\$0
Hotel	\$11,109	/AC	x	0	AC	=	\$0

WATER CREDITS \$0 / x 0 / = \$0

5. SEWER IMPACT FEE: **641-37648** Subtotal: **\$0**

Single Family	\$15,315	/DU	x	0	DU	=	\$0
Multi Family	\$12,962	/DU	x	0	DU	=	\$0
Senior/Downtown	\$12,962	/DU	x	0	DU	=	\$0
Commercial	\$52.44	/GPD	x	1934	GPD	=	\$101,419
Industrial	\$50.43	/GPD	x	0	GPD	=	\$0
Office	\$50.43	/GPD	x	0	GPD	=	\$0
Auto Dealership	\$50.43	/GPD	x	0	GPD	=	\$0
Hotel	\$50.43	/GPD	x	0	GPD	=	\$0

SEWER CREDITS \$0 / x 0 / = \$0

RDA SEWER CREDIT	Single Family	\$15,315	/DU	x	0	DU	=	\$0
	Multi Family	\$12,962	/DU	x	0	DU	=	\$0
	Commercial	\$52.44	/GPD	x	1934	GPD	=	-\$101,419
	Industrial	\$50.43	/GPD	x	0	GPD	=	\$0
	Office	\$50.43	/GPD	x	0	GPD	=	\$0
	Auto Dealership	\$50.43	/GPD	x	0	GPD	=	\$0
	Hotel	\$50.43	/GPD	x	0	GPD	=	\$0

6. STORM DRAIN IMPACT FEE: **303-37648** Subtotal: **\$42,667**

	Single Family	\$1,941	/DU	x	0	DU	=	\$0
>1,200 SF	Multi Family	\$1,105	/DU	x	0	DU	=	\$0
< 1,200 SF	Multi Family	\$514	/DU	x	0	DU	=	\$0
>1,200 SF	Senior/Downtown	\$1,105	/DU	x	0	DU	=	\$0
< 1,200 SF	Senior/Downtown	\$514	/DU	x	0	DU	=	\$0
	Commercial	\$21,018	/ACRE	x	2.03	AC	=	\$42,667
	Industrial	\$15,475	/ACRE	x	0	AC	=	\$0
	Office	\$21,018	/ACRE	x	0	AC	=	\$0
	Auto Dealership	\$12,018	/ACRE	x	0	AC	=	\$0
	Hotel	\$311	/ROOM	x	0	RM	=	\$0

STORM CREDITS \$0 / x 0 / = \$0

7. TRAFFIC IMPACT FEE: **309-37648** Subtotal: **\$239,483**

	Single Family	\$3,373	/DU	x	0	DU	=	\$0
>1,200 SF	Multi Family	\$2,090	/DU	x	0	DU	=	\$0
< 1,200 SF	Multi Family	\$1,316	/DU	x	0	DU	=	\$0
>1,200 SF	Senior/Downtown	\$2,090	/DU	x	0	DU	=	\$0
< 1,200 SF	Senior/Downtown	\$1,316	/DU	x	0	DU	=	\$0
	Secondary DU	TBD	/DU	x	0	DU	=	\$0
	Commercial	\$3,373	/PHT	x	71	PHT	=	\$239,483
	Industrial	\$3,373	/PHT	x	0	PHT	=	\$0
	Office	\$3,373	/PHT	x	0	PHT	=	\$0
	Auto Dealership	\$3,373	/PHT	x	0	PHT	=	\$0
	Hotel	\$3,373	/PHT	x	0	PHT	=	\$0

TRAFFIC CREDITS \$0 /PHT x 0 PHT = \$0

8. PARK IMPACT FEE: **301-37648** Subtotal: **\$0**

Subdivision:	Single Family	\$5,807	/DU	x	0	DU	=	\$0
	Multi Family	\$5,595	/DU	x	0	DU	=	\$0
	Senior/Downtown	\$3,832	/DU	x	0	DU	=	\$0
	Secondary DU	TBD	/DU	x	0	DU	=	\$0
No Subdivision	Single Family	\$4,222	/DU	x	0	DU	=	\$0
	Multi Family	\$4,072	/DU	x	0	DU	=	\$0
	Senior/Downtown	\$2,787	/DU	x	0	DU	=	\$0
	Secondary DU	TBD	/DU	x	0	DU	=	\$0

PARK CREDITS \$0 / x 0 / = \$0

8a. PARK MAINTENANCE DEV. FEE: 302-37649 Subtotal: \$0

\$0 / x 0 EACH = \$0

9. PUBLIC FACILITIES IMPACT FEE: 347-37648 Subtotal: \$2,473

Single Family	\$553	/DU	x	0	DU	=	\$0
Multi Family	\$532	/DU	x	0	DU	=	\$0
Senior/Downtown	\$365	/DU	x	0	DU	=	\$0
Secondary DU	TBD	/DU	x	0	DU	=	\$0
Commercial	\$1,218	/ACRE	x	2.03	AC	=	\$2,473
Industrial	\$1,705	/ACRE	x	0	AC	=	\$0
Office	\$1,447	/ACRE	x	0	AC	=	\$0
Auto Dealership	\$488	/ACRE	x	0	AC	=	\$0
Hotel	\$14	/ROOM	x	0	RM	=	\$0

PUBLIC FACILITIES CREDITS \$0 / x 0 / = \$0

10. LIBRARY IMPACT FEE: 348-37648 Subtotal: \$0

Single Family	\$2,132	/DU	x	0	DU	=	\$0
Multi Family	\$2,054	/DU	x	0	DU	=	\$0
Senior/Downtown/SDU	\$1,406	/DU	x	0	DU	=	\$0
Secondary DU	TBD	/DU	x	0	DU	=	\$0

LIBRARY CREDITS \$0 / x 0 / = \$0

11. COMMNTY/REC CNTRS IMPACT FEE: 360-37648 Subtotal: \$0

Single Family	\$3,955	/DU	x	0	DU	=	\$0
Multi Family	\$3,470	/DU	x	0	DU	=	\$0
Senior/Downtown	\$2,619	/DU	x	0	DU	=	\$0
Secondary DU	TBD	/DU	x	0	DU	=	\$0

COMMNTY/REC CNTRS CREDITS \$0 / x 0 / = \$0

12. PUBLIC SAFETY FACILITIES IMPACT FEE: 311-37648 Subtotal: \$22,017

Single Family	\$1,941	/DU	x	0	DU	=	\$0
>1,200 SF Multi Family	\$1,716	/DU	x	0	DU	=	\$0
< 1,200 SF Multi Family	\$1,285	/DU	x	0	DU	=	\$0
>1,200 SF Senior/Downtown	\$1,716	/DU	x	0	DU	=	\$0
< 1,200 SF Senior/Downtown	\$1,285	/DU	x	0	DU	=	\$0
Secondary DU	TBD	/DU	x	0	DU	=	\$0
Commercial	\$10,846	/ACRE	x	2.03	AC	=	\$22,017
Industrial	\$13,018	/ACRE	x	0	AC	=	\$0
Office	\$13,003	/ACRE	x	0	AC	=	\$0
Auto Dealership	\$5,202	/ACRE	x	0	AC	=	\$0
Hotel	\$60	/ROOM	x	0	RM	=	\$0

POLICE CREDITS \$0 / x 0 / = \$0

13. ENGINEERING & INSPECTION FEE: 206-38734 Subtotal: \$27,725

ENGR ESTIMATE:	\$322,578 *	13.3%	\$1	to	\$100,000	=	\$13,300
ENGR EST. DATE:	Sep-20	11.8%	\$100,001	to	\$200,000	=	\$11,800
		10.3%	\$200,001	to	\$500,000	=	\$12,625
		8.8%	OVER		\$500,000	=	\$0
DEPOSIT PAID						=	\$10,000

* Engineering Estimate Amounts = Public Improvements (\$120,672) + Private Street Improvements (\$201,906) = \$322,578

14. LONG RANGE PLANNING FEE: 207-37912 Subtotal: \$5,659

LONG RANGE PLANNING FEE (15% of E&I) = \$5,659

15. GIS FEE: 206-37913 Subtotal: \$1,886

GIS/TECHNOLOGY FEE (5% of E&I) = \$1,886

16. MAP CHECK FEE: 206-38716 Subtotal: \$0

PARCEL MAP: \$5,752 = \$0
TRACT MAP: \$9,248 = \$0

17. BURROWING OWL MITIGATION:**232-38145**Subtotal: \$3,171

Single Family	\$224	/DU	x	0	DU	=	\$0
Multi Family	\$224	/DU	x	0	DU	=	\$0
Secondary DU	TBD	/DU	x	0	DU	=	\$0
Commercial	\$1,562	/AC	x	2.03	AC	=	\$3,171
Industrial	\$1,562	/AC	x	0	AC	=	\$0

18. OTHER FEES:Subtotal: \$6,606

Certificate of Compliance	\$	3,760		206-38430	=	\$0
Lot Line Adjustment/Merger	\$	3,151		206-38712	=	\$0
Engineering Services	\$	203 /hr		206-38719	=	\$0
Public Easement Review	\$	2,541		206-38737	=	\$2,541
Street Vacation Review	\$	203 /hr		206-38737	=	\$0
Easement Abandonment	\$	4,471		206-38737	=	\$0
Plan Revision Review	\$	509 /hr		206-38737	=	\$0
Reimbursement Agreement	\$	2,202		206-38741	=	\$0
FEMA Compliance - Base Fee	\$	406		206-38725	=	\$0
FEMA Comp. w/ CLMOR/LOMR	\$	2,236		206-38725	=	\$0
FEMA Comp. w/ Pub. Outreach	\$	814		206-38725	=	\$0
Storm Water Runoff Mangnt Plan Review	\$	2,846		206-38734	=	\$2,846
SWPPP Document Review 1st	\$	1,219		232-37687	=	\$1,219
SWPPP Document Review 2nd	\$	756		232-37687	=	\$0
SWPPP Offsite Inspection - 6 month	\$	6,097		232-37688	=	\$0
SWPPP Offsite Inspection - 12 month	\$	12,195		232-37688	=	\$0
SWPPP Offsite Inspection - 24 month	\$	24,390		232-37688	=	\$0
RDCS School Pedestrian Safety	\$			355-37655	=	\$0
RDCS Public Facilities	\$			346-37649	=	\$0
RDCS Park Development	\$			302-37649	=	\$0
RDCS Public Facilities Circulation	\$			346-37649	=	\$0
RDCS LED Streetlight Fund	\$			010-37722	=	\$0

TOTAL FEES DUE: \$416,680

Notes & Comments:

Proposed use: Public elementary charter school (Grades TK-8), 505 students

SANITARY - gallons per day (gpd) use

Public Elementary coefficient = 3.83 gpd/student

(505 students) X (3.83 gpd/student)	=	505	x	3.83	=	1934	gpd
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TRAFFIC - peak hour trips (PHT) average

ITE 10th Edition. Average vehicle trip ends vs. Students, weekday PM peak hour generator

Charter Elementary School average rate = 0.14 PHT / student (Land Use: 537)

(505 students) X (0.14 PHT/ student)	=	505	x	0.14	=	71	PHT
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ENGINEERING ESTIMATE AMOUNTS =

Public Improvements	\$120,672
Private Street Improvements	\$201,906
TOTAL	\$322,578



CITY COUNCIL STAFF REPORT

MEETING DATE: December 16, 2020

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

APPROVE THE FINAL MAP AND SUBDIVISION IMPROVEMENTS AGREEMENT FOR JASPER - TRACT NO. 10545

RECOMMENDATION(S)

1. Approve the Final Map;
2. Approve and authorize the City Manager to execute the Subdivision Improvements Agreement with City Ventures Homebuilding, LLC, Monterey Morgan Hill, LLC, and Dobby MMH LLC; and
3. Authorize the recordation of the Final Map and Subdivision Improvements Agreement.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Protecting the Environment and Preserving
Open Space and Agricultural Land

2020-2021 Strategic Priorities

Economic Development

GUIDING DOCUMENTS

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Jasper – Tract No. 10545 is a 101-unit residential condominium development (with a 2,245 square foot commercial/retail component) located on the east side of Monterey Road and Old Monterey Road intersection (Attachment No. 1). The Developer, City Ventures Homebuilding, LLC, has completed all the conditions specified by the Planning Commission in the approval of the Vesting Tentative Map on March 24, 2020.

The City Council is required to approve the map if it conforms to all the requirements of the Subdivision Map Act, and any conditions of approval for the Vesting Tentative Map.

The Developer has furnished the City with the necessary documents to complete the processing of the Final Map (Attachment No. 2) and has provided the required fees, security, and insurance prior to recordation of the Final Map. The Final Map conforms to the requirements of the Subdivision Map Act, and all of the conditions of approval have been met. Staff recommends that City Council authorize the City Manager to sign the Subdivision Improvements Agreement (Attachment No. 3) on behalf of the City.

COMMUNITY ENGAGEMENT: Involve

On March 24, 2020, the Planning Commission approved the Vesting Tentative Map and Design Review Permit. Residents within a 600 feet radius were informed of Planning

Commission's intent to approve the Vesting Tentative Map and Design Review Permit for the project, in which a public hearing was held to allow the public to be involved and voice their concerns over the project requirements.

ALTERNATIVE ACTIONS:

There is no feasible alternative action as the developer has met the requirements of the Vesting Tentative Map conditions approved by the Planning Commission to file for a final map approval.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

On March 24, 2020, the Planning Commission approved the Vesting Tentative Map and Design Review Permit of the project per Resolution Numbers 20-03 and 20-04.

FISCAL AND RESOURCE IMPACT:

Development review costs for this project are paid for from development processing fees by the developer. The developer will contribute subdivision infrastructure improvements to the City at the estimated value of \$456,154.

CEQA (California Environmental Quality Act): Project

A Mitigated Negative Declaration for the project was adopted on March 24, 2020.

LINKS/ATTACHMENTS:

1. Site Map
2. Final Map
3. Subdivision Improvements Agreement



JASPER TRACT 10545
APN 726-25-006

LLAGAS RD
OLD MONTEREY RD

PERAL AVE

MONTEREY RD

County of Santa Clara, San

Attachment: Site Map (2945 : APPROVE THE FINAL MAP AND AGREEMENT FOR SUBDIVISION IMPROVEMENTS FOR JASPER - TRACT NO.



Engineering and Utilities Department
Land Development Engineering Division

Document Path: G:\R-14\PROJ\Agustin\GIS\Jasper.mxd

SITE MAP
JASPER TRACT 10545
APN 726-25-006



0 150 300 600 900

Owner's Statement

We hereby state that we are the owners of, or have some right, title, or interest in and to the real property included within the subdivision shown upon the herein map; that we are the only persons whose consents are necessary to pass a clear title to said real property; that we hereby consent to the preparation and filing of said map and subdivision as shown within the distinctive boundary line.

The real property described below is dedicated as an easement for public purposes: easements for public service facilities including, but not limited to sidewalks, wires and conduits for electrical, telephone, television, gas, storm, sanitary and water services, and all appurtenances thereto over the land designated as Public Service Easement (P.S.E.) as shown upon the within map.

The real property described below is dedicated as an easement for public purposes: easements for the installation and maintenance of public utility facilities including but not limited to electrical and gas facilities, and appurtenances thereto lying in, under, upon and across those strips of land delineated and designated as Public Utility Easement (P.U.E.) as shown upon the within map.

The real property described below is dedicated as an easement for public purposes: upon and over those strips of land delineated and designated as Emergency Vehicle Access Easement (E.V.A.E.), for emergency vehicle access purposes only.

We hereby reserve for the non-exclusive use of the owners of the Jasper Subdivision, a private storm drainage easement in, under, upon and across those strips of land delineated and designated as Reciprocal Access Easement (R.A.E.). Said easement will be in effect only after adjoining parcel is developed and a similar reciprocal access easement is conveyed to the owners of the Jasper subdivision.

We hereby reserve for the non-exclusive use of the owners of the adjoining parcel "Sutter" Doc. No. 13433194, a private reciprocal easement for access purposes (ingress and egress) to and from the Public Street (Monterey Road), over, and upon those certain strips of land designated and delineated as Reciprocal Access Easement (R.A.E.). Said easement will be in effect only after adjoining parcel is developed and a similar reciprocal access easement is conveyed to the owners of the Jasper subdivision.

There shall be no further subdivision of Parcel A or use of Parcel A for residential development. Parcel A shall be conveyed to and maintained by the homeowners association for Tract No. 10545 for the benefit of all the residential Lots in Tract No. 10545. Parcel A shall be used for purposes of landscaping and recreation.

All of the herein described streets, parcels, and easements shall be kept free of buildings, except lawful unsupported roof overhangs, and obstructions that do not impair the use of or are inconsistent with the purposes of the streets, parcels, and easements.

The herein described offers of dedication to the City of Morgan Hill are to be accepted only when the City Council of the City of Morgan Hill or its successor agency adopts and records in the office of the Recorder of Santa Clara County a resolution accepting said streets and easements. Until said resolution(s) are recorded, all streets and easements encompassed within such offers of dedication shall be maintained by the developer during any required warranty period and thereafter by the owner(s) of the lots or parcels in the subdivision. The City of Morgan Hill shall not be responsible for maintenance and shall incur no liability with respect to such offered streets and easements or any improvement thereon. All dedicated Rights-of-Way and Easements not accepted for maintenance by the City or other public agency shall be maintained by the owner(s) of the lots or parcels in the subdivision.

As Owner(s):

Monterey Morgan Hill LLC, a California limited liability company, AND Dobby MMH LLC, a California limited liability company

As Trustee:

Old Republic Title Company, a California corporation

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

City Clerk's Statement

I hereby state that the City Council of the City of Morgan Hill at its regular meeting held on _____, 20____, duly approved the final map shown hereon, authorized its recordation, and accepts on behalf of the public, subject to their improvement in accordance with city standards, the streets and easements offered for dedication for public use in conformity with the terms of the offer of dedication.

Irma Torrez
City Clerk of the City of Morgan Hill

DATE _____

Tract No. 10545
Jasper
For Condominium Purposes
- 101 Condominium Residential Units -
- 3 Condominium Commercial Units -

A Portion of the Laguna Seca Rancho lying west of the Southern Pacific Transportation Company right-of-way and east of the Monterey Road right-of-way, in the City of Morgan Hill, County of Santa Clara, State of California, as shown on "Morgan Hill Ranch Map No.1", filed in Book "F" of Maps, at Page 11, in Santa Clara County Records.
Lying within the
City of Morgan Hill, County of Santa Clara, State of California
October 2020

NOTES

- The distinctive boundary line indicates the boundaries of the land subdivided by this Final Map.
- The area within the distinctive boundary is 5.665 Ac.
- All distances and dimensions are in feet and decimals thereof.

Acknowledgment

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 _____

On _____, _____, before me, _____
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) 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.

Name: _____, Notary Public In
And For Said County And State

(Seal)

Principal County Of Business: _____
Commission Expires: _____
Commission # Of Notary: _____

Acknowledgment

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State Of California
County Of _____

On _____, _____, before me, _____
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who proved to me on the basis of satisfactory evidence to be the person(s) 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.

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WITNESS my hand and official seal.

Name: _____, Notary Public In
And For Said County And State

(Seal)

Principal County Of Business: _____
Commission Expires: _____
Commission # Of Notary: _____

Engineer's Statement

This map was prepared by me or under my direction and is based upon a Field Survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of City Ventures Homebuilding, LLC., on February 27, 2020. I hereby state that all the monuments are of the character and occupy the positions indicated or that they will be set in those positions before November 30, 2021 and that the monuments are, or will be sufficient to enable the survey to be retraced, and that this final map substantially conforms to the conditionally approved Tentative Map. The survey is true and complete as shown.

William J. McClintock
R.C.E. NO. 24893

DATE _____



City Engineer's Statement

I hereby state that I have examined this final map. The Subdivision as shown is substantially the same as it appeared on the Tentative Map, if required, and any approved alterations thereof. All provisions of the Subdivision Map Act, as amended, and of any local ordinances applicable at the time of approval of the Tentative Map, if required, have been complied with.

Scott C. Creer - City Engineer
City of Morgan Hill, California
R.C.E. NO. 58879

DATE _____



City Surveyor's Statement

I hereby state that I have examined this final map and that I am satisfied that said map is technically correct.

John K. King - Acting City Surveyor
Hanna & Brunetti
P.L.S. NO. 6809

DATE _____



Planning Commission Statement

I hereby state that the tentative map for the final map shown hereon was conditionally approved on March 24, 2020, by the Planning Commission of the City of Morgan Hill, California, by Resolution Number 20-03 application number SD2019-0004.

Jennifer Carman
Secretary of the Planning Commission

DATE _____

County Recorder's Statement

Filed this ____ day of _____, 20____ at _____ M. In Book _____ of Maps, at Pages _____ at the request of MH Engineering Co.

File No. _____ Fee: _____

Regina Alcomendras, County Recorder of Santa Clara County

BY: _____
Deputy

**MH engineering Co.**
16075 Vineyard Boulevard
Morgan Hill, CA 95037

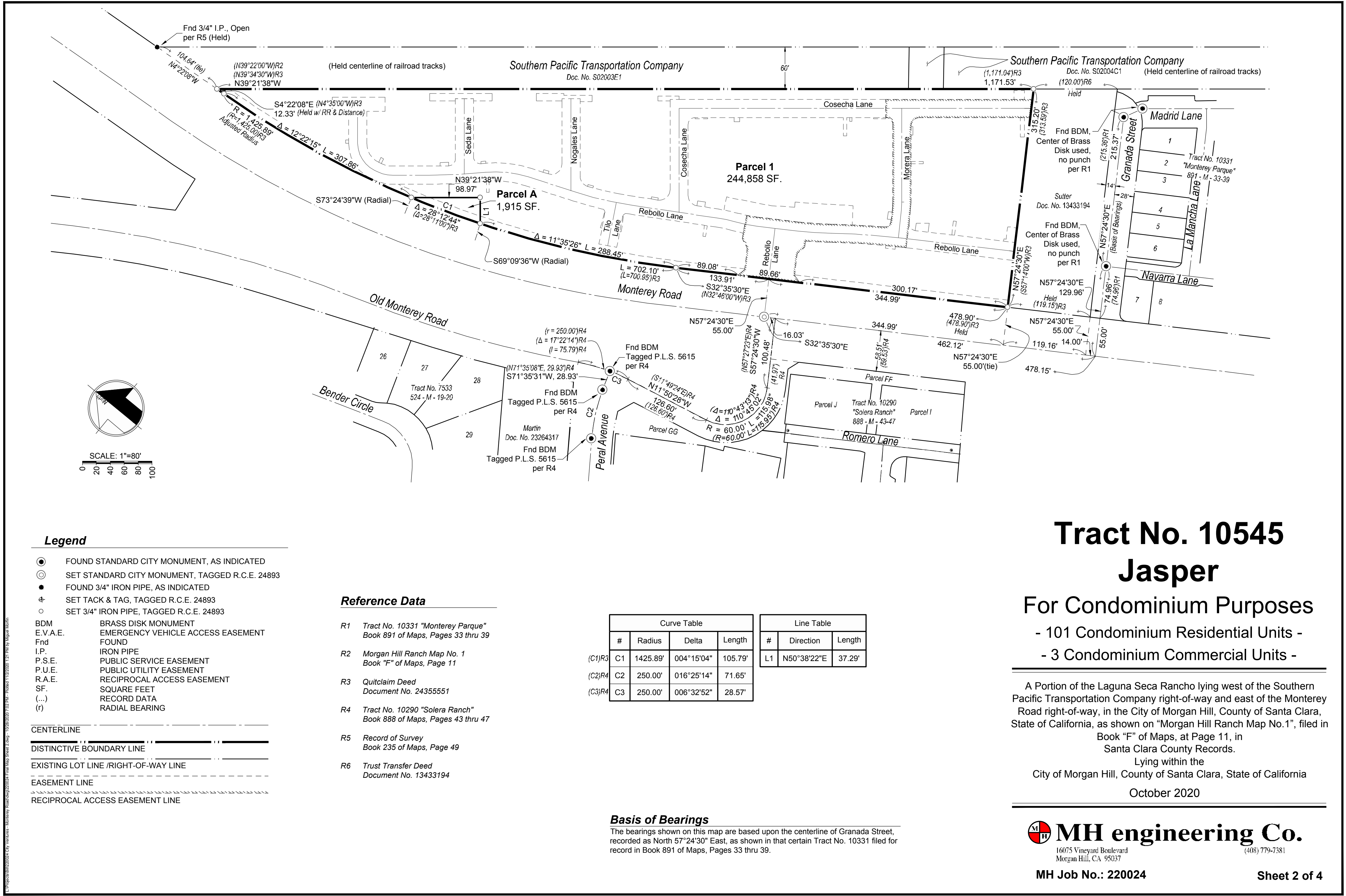
(408) 779-7381

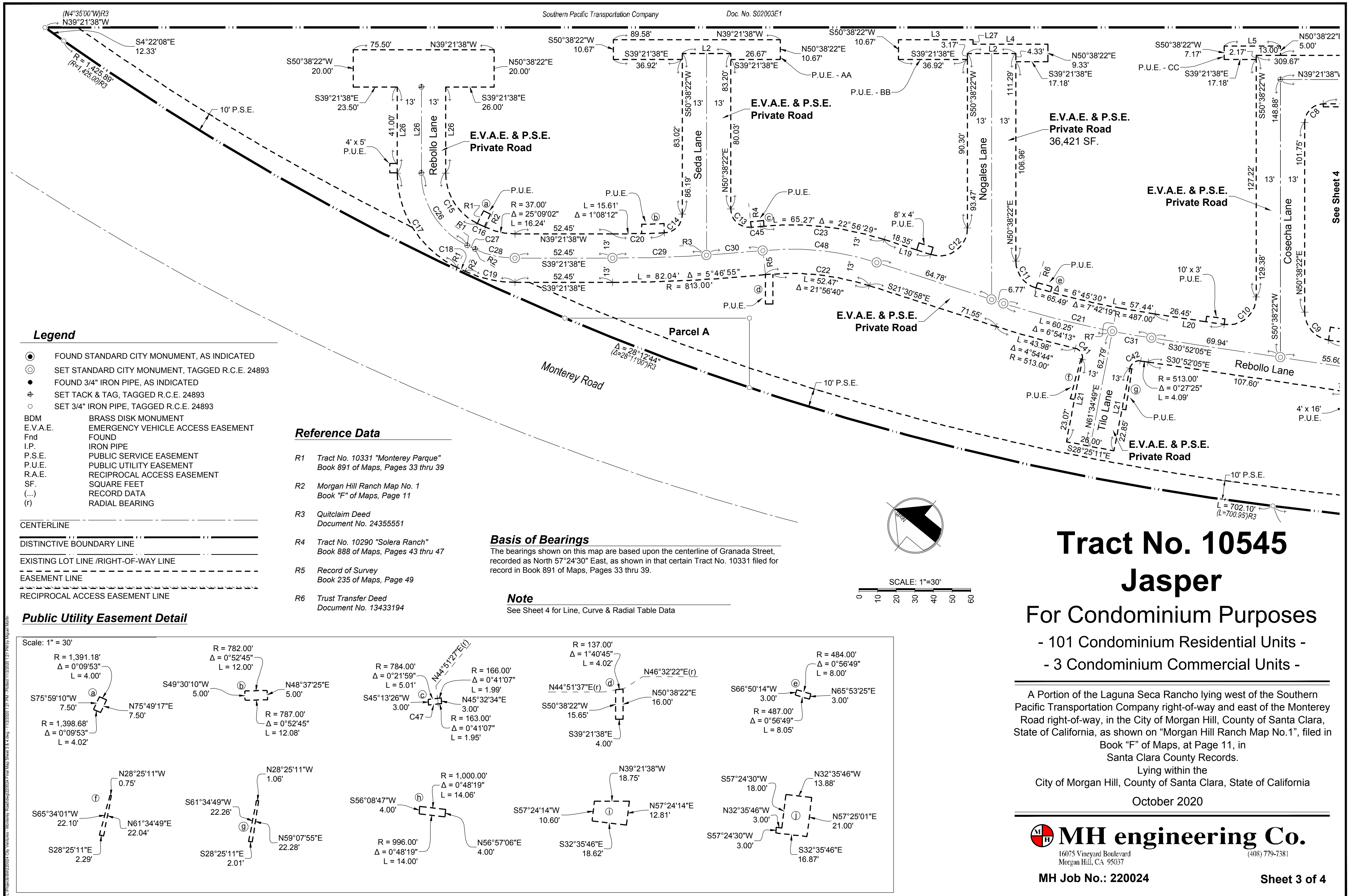
MH Job No.: 220024

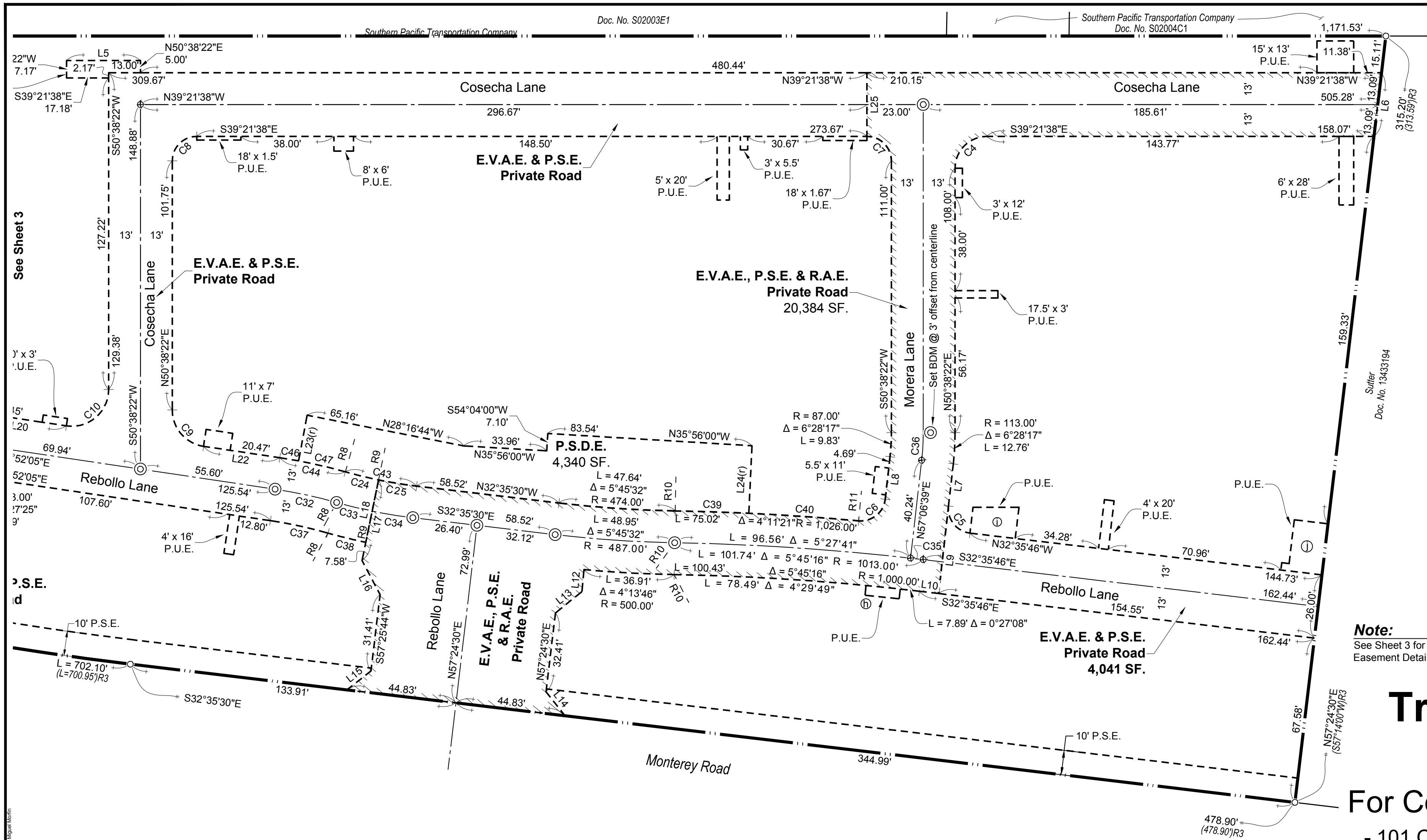
Sheet 1 of 4

C:\Projects\10545\10545-004-City Ventures - Monterey Road\eng\2020-04-Final Map-Street 1.dwg - 10/26/2020 1:55 PM - Plotted 11/26/2020 1:41 PM by Miguel Martin

Attachment: Final Map (2945 : APPROVE THE FINAL MAP AND AGREEMENT FOR SUBDIVISION IMPROVEMENTS FOR JASPER - TRACT NO. 10545)







Line Table		
#	Direction	Length
L2	N39°21'38"W	26.00'
L3	N39°21'38"W	39.92'
L4	N39°21'38"W	40.18'
L5	N39°21'38"W	30.18'
L6	N57°24'30"E	26.18'
L7	N57°06'39"E	17.34'
L8	N57°06'39"E	17.50'
L9	S57°06'39"W	35.95'
L10	S32°35'46"E	7.89'
L12	N55°52'44"E	8.97'
L13	S78°21'23"E	13.91'
L14	N12°23'53"E	12.48'
L15	N77°34'53"W	12.48'
L16	S22°44'11"W	15.76'
L17	S62°14'03"W	33.58'
L18	N62°14'03"E	26.00'
L19	N21°30'58"W	26.35'
L20	N30°52'05"W	37.45'
L21	S61°34'49"W	45.11'
L22	N30°52'05"W	31.47'

Line Table		
#	Direction	Length
L23	S61°13'37"W	18.96'
L24	N53°19'39"E	27.62'
L25	S50°38'22"W	26.00'
L26	S50°38'22"W	46.00'
L27	N50°38'22"E	2.50'

Radial Table	
#	Direction
R1	N75°59'10"E
R2	N75°47'24"E
R3	S47°01'56"W
R4	S45°13'26"W
R5	N44°51'27"E
R6	S66°50'14"W
R7	S61°34'49"W
R8	N66°30'27"E
R9	S62°14'03"W
R10	N51°38'58"E
R11	S55°50'19"W

Note:
See Sheet 3 for Basis of Bearings, Legend, Reference Data & Public Utility Easement Detail

Tract No. 10545 Jasper

For Condominium Purposes

- 101 Condominium Residential Units -
- 3 Condominium Commercial Units -

A Portion of the Laguna Seca Rancho lying west of the Southern Pacific Transportation Company right-of-way and east of the Monterey Road right-of-way, in the City of Morgan Hill, County of Santa Clara, State of California, as shown on "Morgan Hill Ranch Map No.1", filed in Book "F" of Maps, at Page 11, in Santa Clara County Records.
Lying within the
City of Morgan Hill, County of Santa Clara, State of California
October 2020

MH engineering Co.
16075 Vineyard Boulevard
Morgan Hill, CA 95037
(408) 779-7381

MH Job No.: 220024

Sheet 4 of 4

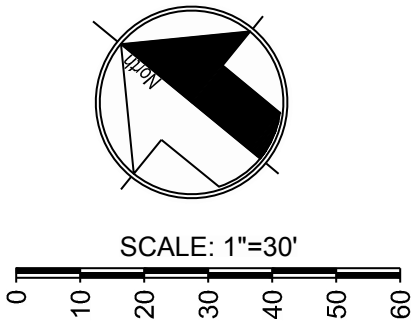
Curve Table			
#	Radius	Delta	Length
C4	13.00'	090°00'00"	20.42'
C5	10.00'	089°42'25"	15.66'
C6	10.00'	088°43'40"	15.49'
C7	10.00'	090°00'00"	15.71'
C8	10.00'	090°00'00"	15.71'
C9	15.00'	081°30'27"	21.34'
C10	15.00'	098°29'33"	25.79'
C11	15.00'	073°48'08"	19.32'
C12	15.00'	107°50'40"	28.23'
C13	10.00'	095°24'56"	16.65'
C14	10.00'	087°59'03"	15.36'

Curve Table			
#	Radius	Delta	Length
C15	30.00'	064°39'12"	33.85'
C16	1398.68'	000°11'46"	4.79'
C17	56.00'	064°39'12"	63.19'
C18	1424.68'	000°11'46"	4.88'
C19	63.00'	025°09'02"	27.65'
C20	787.00'	002°00'57"	27.69'
C21	500.00'	009°21'07"	81.61'
C22	137.00'	023°37'36"	56.49'
C23	163.00'	023°37'36"	67.21'
C24	187.00'	004°16'24"	13.95'
C25	187.00'	004°49'33"	15.75'

Curve Table			
#	Radius	Delta	Length
C26	43.00'	064°39'12"	48.52'
C27	1411.68'	000°11'46"	4.83'
C28	50.00'	025°09'02"	21.95'
C29	800.00'	003°36'26"	50.37'
C30	800.00'	002°10'30"	30.37'
C31	500.00'	002°26'54"	21.37'
C32	200.00'	007°22'32"	25.75'
C33	200.00'	004°16'24"	14.92'
C34	200.00'	004°49'33"	16.84'
C35	1013.00'	000°17'35"	5.18'
C36	100.00'	006°28'17"	11.29'

Curve Table			
#	Radius	Delta	Length
C37	187.00'	007°22'32"	24.07'
C38	213.00'	004°16'24"	15.89'
C39	1026.00'	001°40'41"	30.05'
C40	981.69'	002°37'29"	44.97'
C41	5.00'	088°00'31"	7.68'
C42	5.00'	088°00'31"	7.68'
C43	187.00'	009°05'57"	29.70'
C44	213.00'	007°22'32"	27.42'
C45	787.00'	000°21'59"	5.03'
C46	213.00'	002°05'42"	7.79'
C47	213.00'	005°16'49"	19.63'

Curve Table			
#	Radius	Delta	Length
C48	150.00'	023°37'36"	61.85'



RECORDING REQUESTED BY
WHEN RECORDED RETURN TO

CITY OF MORGAN HILL
City Clerk's Office
17575 PEAK AVENUE
MORGAN HILL, CA 95037

(RECORD AT NO FEE PURSUANT TO
GOVERNMENT CODE SECTION 27383)

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

SUBDIVISION IMPROVEMENTS AGREEMENT

CITY VENTURES HOMEBUILDING, LLC

JASPER – TRACT NO. 10545

This Subdivision Improvements Agreement ("Agreement") by and among the City of Morgan Hill, a municipal corporation ("City"), **City Ventures Homebuilding, LLC**, a Delaware limited liability company ("Subdivider"), **Monterey Morgan Hill, LLC**, a California limited liability company, and **Dobby MMH LLC**, a California limited liability company ("Owners") is entered into this ____ day of _____, 20____. City, Subdivider, and Owners hereby acknowledge the following:

1. Subdivider has filed a Tentative Subdivision Map and supporting documents for **Tract No. 10545**, the subdivision known as **Jasper** ("Map").
2. City desires, as part of the conditions of approval ("Conditions") of the Final Tract Map or Parcel Map ("Final Map"), that certain improvements be installed by Subdivider or Owners ("Improvements") as shown on the City Engineer approved and signed Subdivision Improvement Plans entitled **"Improvement Plans for Jasper – Tract No. 10545"** ("Plans").
3. Subdivider and Owners have been unable to complete, prior to filing of the Final Map, all of the improvements required by City to the satisfaction of the City Engineer.
4. Subdivider and Owners are required by the terms of the Morgan Hill Municipal Code ("Municipal Code"), to improve all streets, highways, or public areas which are part of the development, including but not limited to necessary paving, curbs, sidewalks, catch basins, water mains, culverts, storm drains, and sanitary sewers, in accordance with the plans and specifications on file with the City Engineer, and Subdivider and Owners are to post certain securities to secure the completion of the Improvements.
5. To assure City that Subdivider and/or Owners will construct, install and complete all Improvements required for the Subdivision, the parties have entered into this Agreement. The City acknowledges and understands that Subdivider, or one of its entities will be acquiring title to the Subdivision shortly after recordation of the Map. Until such time, Subdivider and Owners are jointly and severally liable to construct the Improvements required by this Agreement.

6. This Agreement is executed pursuant to California Government Code Section 66410 et seq., and Chapter 17.32 of the Municipal Code in order to provide for the manner in which Improvements shall be constructed and completed.

NOW, THEREFORE, and in consideration of the approval of the Final Map, and in order to ensure satisfactory performance by Subdivider or Owners of the obligations under the Conditions, the Subdivision Map Act, and applicable ordinances of City, the parties hereto, for themselves, their successors, and assigns, hereby agree as follows:

Section 1. Incorporation by Reference

The Development Agreement between Subdivider and City, if applicable, Subdivider's Map application, the Conditions, the Map, all Plans as referenced in Section 2 below and all items submitted to the Development Services Department, Planning Commission and City Council, all are incorporated herein by reference. In the event of any inconsistency between their representations in any incorporated documents and this Agreement, this Agreement shall govern.

Section 2. Construction of Improvements

(a) Subdivider or Owners shall construct to the approval of City, and as provided for in the Conditions, the Improvements as shown fully executed in the Plans entitled "Improvement Plans for Jasper - Tract No. 10545".

(b) Subdivider or Owners shall acquire and dedicate, or pay the cost of acquisition by City, of all rights-of-way, easements, and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances.

(c) Survey Monumentation:

(1) Subdivider or Owners shall place survey monumentation as described on the Map.

(2) Subdivider or Owners shall replace or repair all survey monumentation that is destroyed or damaged as a result of Subdivider's or Owners' activities. Any such repair or replacement shall be to the satisfaction and subject to the approval of City.

Section 3. Modification of Plans

Subdivider and Owners agree that, if during the construction of the Improvements, it is determined by City that revisions to the Plans are necessary in the interest of the public, Subdivider or Owners will undertake such design and construction changes required by City. Said changes, if any, shall be confined to the premises owned by Subdivider or Owners.

Section 4. Security

(a) Pursuant to California Government Code Section 66499.3(a), and the Municipal Code, Subdivider or Owners shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to at least one hundred percent (100%) of the estimated construction cost of the Improvements as

security guaranteeing the faithful performance of the Improvements and this Agreement (“Performance Bond”).

Improvements and the City Engineer’s Estimated Costs of Improvements as of **September 23, 2020** are attached hereto as Exhibit “A”.

The Performance Bond shall be in a form substantially the same as Exhibit “B”.

(b) Pursuant to California Government Code Section 66499.3(b), Subdivider or Owners shall, concurrently with the execution hereof, furnish a surety bond in an amount equal to one hundred percent (100%) of the estimated construction cost of the Improvements (as listed in Section 4(a) above) as security guaranteeing the payment to the contractors, subcontractors and persons furnishing labor, materials, or equipment in connection with this Agreement (“Labor and Materials Bond”). The Labor and Materials Bond shall be in a form substantially the same as Exhibit “C”.

(c) Subdivider or Owners shall, upon completion of the Improvements, furnish a surety bond in an amount equal to fifty percent (50%) of the construction cost of the Improvements to secure the guarantee and warranty of the work for a period of one year following the completion and acceptance thereof by the City Council ("Warranty Period") against any defective work or labor performed, or defective materials furnished by Subdivider or Owners in connection with this Agreement (“Warranty Bond”). The Warranty Bond shall be in a form substantially the same as Exhibit “D”.

(d) Pursuant to Government Code Section 66499.9, any liability upon the security given for faithful performance of any act or agreement shall be limited to:

(1) The performance of the work covered by the Agreement or the performance of the required act.

(2) The performance of any changes or alterations in such work; provided that all changes or alterations do not exceed ten percent of the original estimated cost of the Improvements.

(3) The guarantee and warranty of the work for a period of one year following completion and acceptance thereof, against any defective work or labor done or defective materials furnished in the performance of the Agreement or the performance of the act.

(4) Costs and reasonable expenses and fees, including reasonable attorneys’ fees.

(e) The surety on each bond and the form thereof shall be satisfactory to City. The surety shall be furnished by a surety company authorized to write the same in the State of California and that is approved and accepted by the City’s risk manager.

(f) Subdivider and Owners agree to furnish any bonds required by the State or County for Improvements outside the City’s jurisdiction.

(g) The release of any securities shall be governed by the provisions of Government Code Section 66499.7.

Section 5. Inspections

At least fifteen (15) calendar days prior to the commencement of any work hereunder, Subdivider or Owners shall notify City in writing of the fixed start date of construction so that City shall be able to provide inspection services. Subdivider or Owners shall at all times maintain proper facilities and provide safe access to all parts of the work site(s) for City inspections, including any workshops or plants where work related to the Improvements is being conducted.

Subdivider or Owners shall pay and reimburse City for all expenses incurred by City for inspecting and checking all work to be performed under the provisions of the Municipal Code or this Agreement. City Engineering plan checking and field improvement inspection costs are included in the Department of Public Works Fee Schedule which may be revised from time to time.

Section 6. Timing of Performance

Subdivider or Owners agree to perform and complete all Improvements within eighteen (18) months from the date of the recording of the Final Map; provided however, the City Manager may extend the deadline for completion by not more than six (6) months at his or her reasonable discretion and determination that granting the extension will not be detrimental to the public welfare. No extension of this deadline for completion shall be made except upon the basis of a written application made by Subdivider or Owners stating fully the ground for the application and the facts relied upon for an extension.

It is further agreed by and among Subdivider, Owners and City that any extension granted shall in no way affect the validity of this Agreement or release the surety(ies) on any bond attached hereto or the financial institution guaranteeing the same. Subdivider and Owners further agree to maintain the securities described in Section 4 above in full force and effect during the terms of this Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by City.

Section 7. Work Performance and Warranty

(a) Subdivider or Owners shall construct, at Subdivider's or Owners' own expense, all of the Improvements in a good and workmanlike manner, and furnish all required materials incident thereto, in accordance with the Plans and to the satisfaction of City, including any changes required by City which in City's opinion are necessary to complete the Improvements.

(b) All work shall be conducted and completed in accordance with the Plans and federal, state, Municipal Code, laws, ordinances, and regulations. For any Improvements partially completed prior to this Agreement, Subdivider or Owners agree to complete the Improvements in accordance with this Agreement.

(c) Neither Subdivider or Owners, nor any of Subdivider's or Owners' agents or contractors in connection with Subdivider's or Owners' obligations under this Agreement are, or shall be considered to be, employees or agents of City.

(d) The work performance for the Improvements shall not be deemed complete until such time as such Improvements have been accepted for maintenance by the City Council.

(e) Subdivider and Owners warrant that: (1) it has investigated the work to be performed under this agreement, (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 Subdivider or Owners discover any conditions materially differing from those inherent in the Improvements or work or as represented by City, it shall immediately inform City and shall not proceed, except at Subdivider's or Owners' risk, until written instructions are received from City.

(f) Subdivider and Owners guarantee and warrants the work required by this Agreement and agrees to remedy any defects in the Improvements or work arising from faulty or defective materials or construction occurring within one year after its acceptance. Following notice, Subdivider or Owners shall, without delay or cost to City, repair, replace, or construct any defective or unsatisfactory portion of the Improvements. City may, at its sole option, perform the repair or replacement itself if Subdivider, or Owners, or their surety has failed to commence repair within twenty (20) days after City has mailed written notice to Subdivider and Owners. In such event, Subdivider, Owners, or their surety agrees to pay the cost of repair and replacement to City, plus fifteen percent (15%); and City may recover such costs as a lien against the Subdivision. City may proceed immediately to make repairs should an emergency arises.

Section 8. Acquisition and Dedication of Easements or Rights-of-Way

(a) No construction or installation of the Improvements shall be commenced before:

(1) The offer of dedication to City of appropriate rights-of-way, easements, or other interests in real property for the Improvements, which offer of dedication shall be irrevocable and remain open pursuant to California Government Code Section 66477.2, and authorization from the property owner to allow construction or installation of Improvements, or

(2) The dedication to, and acceptance by, City of appropriate rights-of-way, easements, or other interests in real property, as determined by the City Engineer, or

(3) The issuance by a court of competent jurisdiction pursuant to state Eminent Domain Law of an order of possession.

(b) Except as otherwise provided by this Agreement, City rejects all lands, rights-of-way, and easements offered for dedication on the Final Map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by City in its sole discretion at any later date without further notice to Subdivider or Owners as provided by law. By way of explanation only, it is the current intention of City to accept all or part of the irrevocable offers to dedicate upon acceptance of the Improvements called for in this Agreement.

(c) Nothing in this Section 8 shall be construed as authorizing or granting an extension of time to Subdivider or Owners.

Section 9. Indemnity

Subdivider and Owners hereby agree to save harmless and indemnify, including, without limitation, City's defense costs (including reasonable attorney's fees), from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of any injuries or damages sustained by any person

or property resulting or arising, or alleged to have resulted or arisen, from Subdivider, Owners, or Subdivider's or Owners' contractors, subcontractors, agents, or employees activities, omissions or operations pursuant to this Agreement. Should City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, Subdivider and Owners will defend City, (at City's request and with counsel satisfactory to City) and will indemnify City for any judgment rendered against it or any sums paid out in settlement or otherwise.

Subdivider and Owners shall defend, indemnify, and hold harmless the City and its elective and appointive boards, officials, officers, agents, employees and volunteers from any claim, action, or proceeding to review, set aside, void, or annul an approval of the City concerning the Map and acts made in respect thereof, provided any such action is brought within the time period provided for in California Government Code Section 66499.37.

City shall promptly notify Subdivider and Owners of any claim, action, or proceeding, and cooperate fully in the defense of any claim, action, or proceeding.

It is expressly understood and agreed that this Section 9 will survive termination of this Agreement.

Section 10. Insurance

Concurrent with the execution of this Agreement, Subdivider or Owners are required to 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 Subdivider or Owners and their Subcontractors relating to or arising from the performance of work associated with the Improvements, and must remain in full force and effect at all times during the period covered by the Agreement, including any extensions of time as may be granted, and until such time as the Improvements have been accepted for maintenance by the City. 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. If the Subdivider or Owners will utilize the services of a General Contractor to perform all of the work associated with the Improvements, then Subdivider or Owners may opt to have all coverages provided by Subdivider's or Owners' General Contractor, provided that a written contract is executed between Subdivider and/or Owners and the General Contractor whereby the written contract specifically required General Contractor to fulfill all of the City insurance requirements as outlined in this Agreement, including all endorsements in favor of the City. Verification of the written contract must be provided to City upon request. If Subdivider or Owners fail to provide any of the required coverage in full compliance with the requirements outlined in this Agreement, City shall issue a stop work order, or terminate the Agreement for default. Subdivider and Owners further understand that the City reserves the right to modify the insurance requirements set forth herein, with thirty (30) days' notice provided to Subdivider and Owners, at any time as deemed necessary to protect the interests of the City.

(a) Policies and Limits. The following insurance policies and limits are required for this Agreement:

- (1) Commercial General Liability Insurance ("CGL"): Subdivider or Owners shall maintain CGL and shall include coverage for liability arising from Subdivider's, Owners'

or their Subcontractor's acts or omissions in the performance of work associated with the Improvements against claims and liabilities for personal injury, death, or property damage providing protection in the minimum amount of: (i) five million dollars (\$5,000,000.00) combined single limit each occurrence and either a general aggregate limit of ten million dollars (\$10,000,000.00) or a general aggregate limit of five million dollars (\$5,000,000) as applied on a "per project" or "per location" basis, or (ii) the maximum amount of such insurance available to Subdivider or Owners under their combined insurance policies (including any excess or "umbrella" policies), whichever is greater. Further, if CGL coverage is being provided by Subdivider's or Owners' General Contractor pursuant to Section 10, General Contractor may elect to insure the CGL exposures under an "Owners and Contractors Protective Liability Policy (OCP)" on which the City is included as an additional insured.

- a. CGL policy may not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.
- b. CGL policy must include blanket contractual and completed operations.
- c. CGL policy will apply as though separate policies have been issued to each insured ("separation of insureds").

(2) Workers' Compensation Insurance and Employer's Liability: Subdivider or Owners shall maintain Workers Compensation coverage, as required by law. The policy must comply with the requirements of the California Workers' Compensation Insurance and Safety Act and provide protection in the minimum amount of: (i) one million dollars (\$1,000,000.00) for any one accident or occurrence, or (ii) the maximum amount of such insurance available to Subdivider or Owners under Subdivider's or Owners' combined insurance policies (including any excess or "umbrella" policies), whichever is greater. If Subdivider or Owners are self-insured, Subdivider or Owners must provide their Certificate of Permission to Self-Insure, duly authorized by the State of California Department of Industrial Relations.

(3) Automobile Liability: Subdivider or Owners shall maintain Automobile Liability covering all owned, non-owned and hired automobiles (if Subdivider or Owners do not own automobiles, then Subdivider or Owners 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, or (ii) the maximum amount of such insurance available to Subdivider or Owners under Subdivider's or Owners' combined insurance policies (including any excess or "umbrella" policies), whichever is greater.

(4) Pollution (Environmental) Liability: The performance of Subdivider's or Owners' work or service under this Agreement involves handling of hazardous materials, contaminated soil disposal, and/or a risk of accidental release of fuel oil, chemicals or other toxic gases or hazardous materials. Subdivider or Owners shall procure and maintain Pollution Liability covering the Subdivider's or Owners' 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 Subdivider or Owners under their combined insurance policies (including any excess or “umbrella” policies), whichever is greater.

(b) Required Endorsements. Subdivider or Owners shall provide proof of the following endorsements, listed for each policy for which endorsements are required, as outlined below. Further, if coverages are being provided by Subdivider’s or Owners’ General Contractor pursuant to Section 10, endorsements may not be restricted to work performed “under a written contract” (i.e. “blanket endorsements”)

(1) ALL Policies:

“Waiver of Subrogation” - Each required policy must include an endorsement providing that the carrier agrees to waive any right of subrogation it may have against the City of Morgan Hill and the City’s elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers.

(2) ALL Policies except Workers Compensation:

a. “Additionally Insured” - The City of Morgan Hill, its elected or appointed officials, boards, agencies, officers, agents, employees, and volunteers are named as additional insureds.

b. “Primary and Non-Contributing” - Insurance shall be primary non-contributing.

(c) Subcontractors. Subdivider and Owners must ensure that each Subcontractor is required to maintain the same insurance coverage required under this Section 10 as appropriate based on each subcontractor’s scope of work, with respect to its performance of work associated with the Improvements, including those requirements related to the additional insureds and waiver of subrogation.

(d) 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 “VIII” or better.

(e) Certificates. Subdivider or Owners shall furnish City with copies of all certificates as outlined herein, whether new or modified, promptly upon receipt. In the event of a claim or legal action, CONSULTANT shall promptly furnish CITY of Morgan Hill with copies of all policies outlined herein. No policy subject to the Subdivider’s and Owners’ agreement with the City shall be reduced, canceled, allowed to expire, or materially changed except after thirty (30) days' notice by the insurer to City, unless due to non-payment of premiums, in which case ten (10) days written notice must be made to City. 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

Section 11. Permits and Requisite Fees

(a) Subdivider or Owners shall pay all current fee obligations due under City Resolution No. 5592, as amended, in accordance with the Department of Public Works fee schedules, as follows:

- (1) **\$1,342,408.00** payable at the time of recording of the Final Map, and
- (2) **\$3,149,382.00** payable on a pro-rata basis for each individual lot in the Subdivision prior to final inspection of each and every residence.
- (3) All fees payable pursuant to this Subsection (a) constitutes valid and due consideration for City's approval of the Final Map, and amounts set forth are estimates that are subject to change prior to the issuance of building permit(s), subject to resolution or ordinance of the City Council.

(b) Subdivider or Owners shall, at their expense, obtain all necessary permits and licenses for the construction of the Improvements, give all necessary notices, and pay all fees and taxes required by law.

(c) Subdivider or Owners shall obtain a City of Morgan Hill Business License.

(d) Subdivider or Owners agree to procure, at its expense, any necessary permits for Improvements outside the City's jurisdiction.

Section 12. On-Site Supervision

Subdivider or Owners shall designate an on-site supervisor, satisfactory to City, who shall be on the work site(s) at all times during the construction of the Improvements, and who has the authority to act on behalf of Subdivider or Owners when communicating with City personnel.

Section 13. Waiver

Waiver by City, Subdivider, or Owners of any breach of any of the provisions of the Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of the same or any other provision of this Agreement. Acceptance by City of any work by Subdivider or Owners shall not be a waiver of any of the provisions of this Agreement.

Section 14. 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 Subdivider is as follows: | With a copy to Owners: |
| | City Ventures Homebuilding, LLC
3121 Michelson Drive, Suite 150
Irvine, CA 92612 | Monterey Morgan Hill, LLC
18805 Adams Court #130
Morgan Hill, CA 95037 |
| | | Dobby MMH LLC
1002 Walnut Street, Suite 300
Boulder, CO 80302 |
| b. | Address of City is as follows: | With a copy to: |
| | City Engineer
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037 | City Clerk
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037 |

Section 15. Noncompliance

If City determines that Subdivider or Owners are in violation of any federal, state, County or City laws, ordinances, rules, regulations, and requirements, and/or the terms and provisions of this Agreement, it may issue a cease and desist order, stop work order, or other action City deems necessary.

Section 16. Notice of Breach and/or Default

City may serve written notice upon Subdivider, Owners, and surety of breach of this Agreement or of any portion thereof, and default of Subdivider or Owners for any of the following circumstances:

- (a) Subdivider or Owners refuse or fail to complete the Improvements as required in Section 6 above.
- (b) Subdivider or Owners refuse or fail to perform or cure any defects in the Improvements as required in Section 7.
- (c) Subdivider and Owners are insolvent, subject to a receivership, or file any petition in bankruptcy, either voluntary or involuntary which Subdivider or Owners fail to discharge within thirty (30) days.
- (d) The commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance in lieu of or in avoidance of foreclosure.
- (e) Subdivider, Owners, or any of Subdivider's or Owners' contractors, subcontractors, agent, or employees materially violates any of the provisions of this Agreement and not cure the violation within a reasonable time.

Section 17. Performance by Surety or City

(a) In the event of a material breach and/or default by Subdivider or Owners, Subdivider's or Owners' surety shall have the duty to take over and complete the Improvements.

(b) If the surety, within a reasonable time after receiving notice of Subdivider's or Owners' default does not provide City written notice to take over the performance of this Agreement or if the surety does not commence performance thereof within the time specified in such notice to City, City may take over the construction of the Improvements and prosecute the same to completion, by contract or by any method City may deem advisable, on behalf and at the expense of Subdivider and/or Owners, and Subdivider's or Owners' surety shall be liable to City for any excess cost or damages incurred by City thereby. In such event, City, without liability for so doing, may take possession of and utilize such materials, appliances, and other property belonging to Subdivider or Owners as may be on the work site(s) and necessary therefore to complete the Improvements.

(c) City shall have the right to draw upon or utilize the appropriate security provided for in Section 4 to recover costs and damages to City damages. The right of City to draw upon or utilize the security is additional and not in lieu of any other remedy available to City at law or in equity. The parties agree that the estimated costs and security amounts may not reflect the actual cost of construction or installation of Improvements, and therefore, City damages for Subdivider's or Owners' default shall be measured by the cost of completing the required Improvements.

(d) Failure of Subdivider or Owners to comply with terms of this Agreement shall constitute consent to filing by City of a notice of violation against all lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedies provided in this Subsection (d) are in addition to and not in lieu of other remedies available to City.

(e) In the event that Subdivider or Owners fail to perform any obligation under this Agreement, Subdivider and Owners agree to pay all costs and expenses incurred by City in securing performance of such obligation, including the costs of suit and reasonable attorney's fees.

(f) The failure by City to take an enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach.

Section 18. Successors in Interest

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties. It shall be recorded in the Office of the Recorder of Santa Clara County concurrently with the Final Map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision. It shall be the responsibility of City to cause the executed Agreement to be recorded.

Section 19. Effective Date

This Agreement shall be effective as of the date and year first above written.

Section 20. Amendment of Agreement

This Agreement may only be amended by mutual consent of the original parties or their successors in interest, provided that any such amendment is executed in writing by the parties to be bound thereby.

Section 21. Execution

By signing this Agreement, the person signing states that he or she is authorized to enter into contracts on behalf of Subdivider and Owners. The undersigned, on behalf of Subdivider and Owners, respectively, binds Subdivider and Owners, and their respective partners, successors, executors, administrators, and assigns with respect to the terms and conditions of this Agreement.

Section 22. 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.

Section 23. Law to Govern: Venue

The law of the State of California shall govern this Agreement. In the event of litigation between the parties, the action must be filed in the Santa Clara County Superior Court.

Section 24. Limitations Upon Subcontracting and Assignment.

Neither this Agreement or any portion shall be assigned by Subdivider or Owners without prior written consent of City.

Section 25. Miscellaneous

(a) Compliance with Law: Subdivider and Owners shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

(b) Non-Discrimination. Subdivider and Owners covenant there shall be no discrimination based upon race, color, creed, religion, gender, marital status, age, disability, national origin, ancestry, or sexual orientation in any activity pursuant to this Agreement.

(c) Conflict of Interest and Reporting. Subdivider and Owners shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.

(d) Time of Essence. Time is of the essence in the performance of this Agreement.

(e) Interpretation. This Agreement shall be interpreted as though prepared by both parties.

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(f) Preservation of Agreement. Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect 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.

[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.]

CITY OF MORGAN HILL

By:

Christina J. Turner, City Manager

Date: _____

ATTEST:

By:

Michelle Bigelow, Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

By:

Donald A. Larkin, City Attorney

Date: _____

"Subdivider"

City Ventures Homebuilding, LLC

By:

Print Name and Title

Date: _____

"Owner"

Monterey Morgan Hill, LLC

By:

Print Name and Title

Date: _____

"Owner"

Dobby MMH LLC

By:

Print Name and Title

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"
IMPROVEMENTS AND
ESTIMATED COSTS OF IMPROVEMENTS
AS OF SEPTEMBER 23, 2020

	Quantity	unit	Unit Price	Cost
Public Rough Grading				
Clearing & Grubbing	1	LS	\$5,000	\$5,000.00
Monterey Road Excavation	383	CY	\$5	\$1,915.00
Monterey Road Embankment	64	CY	\$10	\$640.00
Old Monterey Road Excavation	30	CY	\$5	\$150.00
Old Monterey Road Embankment	0.43	CY	\$10	\$4.00
Monterey Road Improvements (Public)				
sawcut	552	LF	\$3.00	\$1,656.00
pavement removal	8167	SF	\$2.00	\$16,334.00
Curb & Gutter demolition & haul-off	163	LF	\$5.00	\$815.00
subgrade prep and compact	14249	SF	\$0.50	\$7,124.50
6" Type A asphaltic concrete roadway	316	TON	\$130	\$41,080.00
15" Class II aggregate base roadway	790	TON	\$25.00	\$19,750.00
15" Class II aggregate base curb & gutter	125	TON	\$25.00	\$3,125.00
4" PCC sidewalk	71	TON	\$4.00	\$284.00
4" Class II aggregate base sidewalk	71	TON	\$25.00	\$1,775.00
City Standard Curb & Gutter	530	LF	\$15.50	\$8,215.00
PCC ADA Ramps	2	EA	\$800.00	\$1,600.00
street lights	2	EA	\$3,000.00	\$6,000.00
striping	3182	LF	\$0.75	\$2,386.50
Old Monterey Road Improvements (Public)				
subgrade prep and compact	1,282	SF	\$0.50	\$641.00
City Standard Curb and Gutter	50	LF	\$15.50	\$775.00
4" Type A asphaltic concrete roadway	31	TON	\$25.00	\$775.00
11" Class II aggregate base roadway	84	TON	\$25.00	\$2,100.00
9" Class II aggregate base curb & gutter	7	TON	\$25.00	\$175.00
4" PCC sidewalk	6	TON	\$4.00	\$24.00
4" Class II aggregate base sidewalk	6	TON	\$25.00	\$150.00
Public Waterline				
8" Ductile Iron waterline	1,744	LF	\$40.00	\$69,760.00
8" Water valve	39	EA	\$750.00	\$29,250.00
6" Service Laterals	229	LF	\$30.00	\$6,870.00
4" Fire Service Laterals	444	LF	\$20.00	\$8,880.00
Fire Hydrant, valve, etc	4	EA	\$5,500.00	\$22,000.00
Air Relief Valve	2	EA	\$750.00	\$1,500.00
1" domestic service	101	EA	\$1,700.00	\$171,700.00
2" commercial service with BFP	3	EA	\$2,500.00	\$7,500.00
1" irrigation service	2	EA	\$1,700.00	\$3,400.00
Public Sanitary Sewer Improvements				
8" Sanitary Sewer	220	LF	\$40	\$8,800.00
Sanitary Sewer Manhole	1	EA	\$4,000	\$4,000.00
Total				\$456,154.00

EXHIBIT "B"
PERFORMANCE BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and **CITY VENTURES HOMEBUILDING, LLC** (hereinafter designated as "principal") have entered into a Subdivision Improvement Agreement:

CITY VENTURES HOMEBUILDING, LLC
JASPER – TRACT NO. 10545

whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated _____, 20____, and identified as project **JASPER – TRACT NO. 10545**, is hereby referred to and made a part hereof; and

Whereas, said principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, therefore, we, the principal and _____, as surety, are held and firmly bound unto the City of Morgan Hill hereinafter called ("City"), in the penal sum of **Four hundred fifty six thousand one hundred fifty four dollars (\$456,154)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number are as follows:

License No.: _____

Address: _____

Telephone No.: _____

The non-resident agent for the Surety, if any, is a party to the transaction:

Name of non-resident agent: _____

Performance Bond Page 1 of 4
Version July 2017

Non-resident agent's office address: _____

Telephone No.: _____

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Executed this _____ day of _____ 20 ____ .

[form document – do not execute]

[form document – do not execute]

Principal

Principal

By: *[form document – do not execute]*

Surety

By: *[form document – do not execute]*

Attorney-in Fact

By: *[form document – do not execute]*

California Resident Agent

By: *[form document – do not execute]*

Non-resident Agent - Attorney-in-Fact

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

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 "C"
LABOR AND MATERIAL BOND
(100% of Engineer's Estimate)

Bond No.: _____

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California, and **CITY VENTURES HOMEBUILDING, LLC** (hereinafter designated as "the principal") have entered into a Subdivision Improvement Agreement:

CITY VENTURES HOMEBUILDING, LLC
JASPER – TRACT NO. 10545

whereby the principal agrees to install and complete certain designated public improvements, which agreement, dated _____, 20____, and identified as project **JASPER – TRACT NO. 10545**, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Morgan Hill to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, the principal and the undersigned as corporate surety, and their successors and assigns are held firmly bound unto the City of Morgan Hill and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of **Four hundred fifty six thousand one hundred fifty four dollars (\$456,154)**, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City of Morgan Hill in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety's office is located at _____,

Telephone No. _____; the Surety is licensed to do business in the State of California; and the California Insurance Agent's License No., address, and telephone number as follows:

License No.: _____

Address: _____

Telephone No.: _____

The following non-resident agent, if any, for the Surety is a party to the transaction:

Name of non-resident agent: _____

Non-resident agent's office address: _____

Telephone No.: _____

The surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Executed this _____ day of _____ 20 ____ .

[form document – do not execute]

[form document – do not execute]

Principal

Principal

By: *[form document – do not execute]*

Surety

By: *[form document – do not execute]*

Attorney-in Fact

By: *[form document – do not execute]*

California Resident Agent

By: *[form document – do not execute]*

Non-resident Agent - Attorney-in-Fact

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date:

(Acknowledgment on following page.)

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 “D”
WARRANTY BOND
(50% of Cost of Construction)**

Bond No.:

Premium: _____

Whereas, the City Council of the City of Morgan Hill, State of California (hereinafter designated as “City”), and **CITY VENTURES HOMEBUILDING, LLC** (hereinafter designated as “Principal”) have entered into a Subdivision Improvement Agreement (hereinafter “Agreement”):

**CITY VENTURES HOMEBUILDING, LLC
JASPER – TRACT NO. 10545**

whereby the Principal agrees to install and complete certain designated public improvements (hereinafter “Improvements”), which said Agreement, dated _____, 20____, and identified as project **JASPER – TRACT NO. 10545**, is hereby referred to and made a part hereof; and

Whereas, under the terms of said Agreement, the Principal is required to furnish a bond to guarantee and warrant the work required by said Agreement for a period of one year following the completion and acceptance by the City of the Improvements, against any defective work or labor performed, or defective materials furnished by Principal.

Now, therefore, we, the Principal and _____ as Surety, are held and firmly bound unto the City of Morgan Hill in the penal sum of **Two hundred twenty eight thousand seventy seven dollars (\$228,077)** for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

If Principal faithfully carries out and performs its guarantee and warranty under the Agreement, and, on due notice from City, repairs and make good at its sole expense any and all defects in materials and workmanship in the Project which are discovered during the Warranty Period, or if Principal promptly reimburses City for all loss and damage that City sustains because of Principal’s failure to makes such repairs in accordance with the Agreement requirements, then Surety’s obligations under this Bond will be null and void. Otherwise, Surety’s obligations will remain in full force and effect.

Surety waives the provisions of Civil Code Sections 2819 and 2845. Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement

Warranty Bond Page 1 of 4
Version July 2017

or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Any notice to Surety may be given in the manner specified in the Agreement and delivered or transmitted to Surety as follows:

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

This Bond will be governed by California law, and any dispute pursuant to this Bond will be venued in the Superior Court of Santa Clara County, and no other place. Surety will be responsible for City's attorneys' fees and costs in any action to enforce the provisions of this Bond.

In witness whereof, this instrument has been duly executed by the principal and surety above named.

SURETY:

Principal:

Date: _____

Date: _____

s/ [form document – do not execute]

s/ [form document – do not execute]

Name: _____

Name: _____

Title: _____

Title: _____

(Attach Acknowledgment with Notary

Seal and Power of Attorney)

APPROVED:

[form document – do not execute]

Scott Creer, City Engineer

Date:

APPROVED AS TO FORM:

By: *[form document – do not execute]*

Donald A. Larkin, City Attorney

Date:

END OF WARRANTY BOND

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)



CITY COUNCIL STAFF REPORT

MEETING DATE: December 16, 2020

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

APPROVE CITY COUNCIL MEETING SCHEDULE FOR CALENDAR YEAR 2021

RECOMMENDATION(S)

Approve 2021 City Council meeting schedule.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment and Preserving
Open Space and Agricultural Land
Maintaining 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

2020-2021 Strategic Priorities

Community Engagement and Messaging
Economic Development
Fiscal Sustainability
Infrastructure
Regional Initiatives
Telecommunications
Agricultural Preservation
Cannabis Policy
High Speed Rail
Affordable Housing and Homelessness
Housing
Transportation

REPORT NARRATIVE:

The City Council has adopted policy CP 06-02 regarding its meeting schedule. The team requests that the City Council review its meeting schedule for the months of January 2021 through December 2021. The following meetings are proposed to be canceled and/or scheduled:

1. January 6th regular meeting of the City Council cancelled per Council Policy CP-06-02. **(Cancel)**
2. January 29th at 1:00 pm and January 30th at 9:00 am Special City Council Goal Setting Workshop. **(Schedule)**
3. May 26th at 5:30 pm Special City Council Budget Workshop. **(Schedule)**
4. July 7th regular meeting of the City Council cancelled pursuant to Council Policy CP-06-02 **(Cancel)**
5. July 21st and 28th regular meetings of the City Council cancelled for the summer break. **(Cancel)**
6. August 6th at 9:00 am Special City Council Mid-Year Goal Review Workshop. **(Schedule)**

7. August 25th regular meeting of the City Council schedule to allow continuity of meetings. This meeting is typically cancelled pursuant to Council Policy CP-06-02. **(Schedule)**
8. September 15th regular meeting of the City Council cancelled per Council Policy CP-06-02. **(Cancel)**
9. September 22nd regular meeting of the City Council cancelled to allow the City Council and staff to attend the League of California Cities Annual Conference. **(Cancel)**
10. November 24th regular meeting of the City Council cancelled pursuant to Council Policy CP-06-02. **(Cancel)**
11. December 22nd regular meeting of the City Council cancelled due to its proximity to the City Holiday furlough. **(Cancel)**

Given the above information, the City Council may wish to retain, adjust, and/or cancel regularly scheduled meetings.

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the public of the 2021 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.

LINKS/ATTACHMENTS:

1. Council Policy -06-02
2. Draft 2021 City Council Meeting Schedule
3. 03 Supplement 1

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP-06-02

SUBJECT: CITY COUNCIL MEETING SCHEDULE

EFFECTIVE DATE: March 22, 2006, Revised November 20, 2013,
Revised October 21, 2015

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 7:00 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.

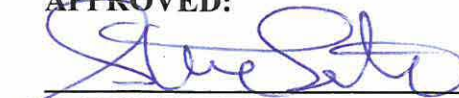
The City Council desires to take official legislative recesses, at various times, to accommodate community and civic commitments, vacations, and the City's operations schedule. As such, the following meeting schedule will apply for the months of January, July, August, September, October, November and 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 last Friday and Saturday of the month.
- The Council will hold its annual Budget Workshop during the month of May.
- For the month of July, the first Wednesday meeting is to be canceled.
- For the month of August, the third Wednesday meeting is to be canceled.
- For the months of September and October, regular meetings will be held on the first, third, and fourth Wednesdays, beginning at 7:00 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 7:00 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 7:00 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:


STEVE TATE, Mayor

Attachment: Council Policy -06-02 (2939 : 2021 CC Meeting Schedule)

Draft 2021 City Council Meeting Schedule

Note: Should a scheduled City Council meeting be cancelled, the Council Member reporting will be rotated to avoid a lapse in reporting of a Council Member.

Special meetings that are added during the year will not have City Council Member reporting.

Meeting Date	Type of Meeting	Notes	Council Member Report
01/06/2021 Wednesday	Regular CC	Cancelled per Council Policy (CP 06-02)	
01/20/2021 Wednesday	Regular CC		
01/27/2021 Wednesday	Regular CC		
01/29/2021 Friday	Special CC	1:00 pm – 5:00 pm Goal Setting Workshop	
01/30/2021 Saturday	Continued from 01/29/2021	9:00 am – 5:00 pm Continued Goal Setting Workshop	
02/03/2021 Wednesday	Regular CC		
02/17/2021 Wednesday	Regular CC		
02/24/2021 Wednesday	Regular CC		
03/03/2021 Wednesday	Regular CC		
3/10/2021 Wednesday		State of the City Address	
03/17/2021 Wednesday	Regular CC		
03/24/2021 Wednesday	Regular CC		
04/07/2021 Wednesday	Regular CC		
04/21/2021 Wednesday	Regular CC		
04/28/2021 Wednesday	Regular CC		
05/05/2021 Wednesday	Regular CC		
05/19/2021 Wednesday	Regular CC		
5/26/2021 Wednesday	Regular CC	Mid-Cycle Budget Review 5:30pm	

Attachment: Draft 2021 City Council Meeting Schedule [Revision 2] (2939 : 2021 CC Meeting Schedule)

Draft 2021 City Council Meeting Schedule

Meeting Date	Type of Meeting	Notes	Council Member Report
06/02/2021 Wednesday	Regular CC		
06/16/2021 Wednesday	Regular CC		
06/23/2021 Wednesday	Regular CC		
07/07/2021 Wednesday	Regular CC	Cancelled per Council Policy (CP 06-02)	
07/21/2021 Wednesday	Regular CC	Cancelled Summer Recess	
07/28/2021 Wednesday	Regular CC	Cancelled Summer Recess	
08/04/2021 Wednesday	Regular CC		
08/06/2021 Friday	Special CC	9:00 am – 5:00 pm Mid-Year Goal Review Workshop	
08/18/2021 Wednesday	Regular CC		
08/25/2021 Wednesday	Regular CC		
09/01/2021 Wednesday	Regular CC		
09/15/2021 Wednesday	Regular CC	Cancelled Yom Kippur	
09/22/2021 Wednesday	Regular CC	Cancelled League of California Cities Annual Conference (tentative based on format of conference)	
10/06/2021 Wednesday	Regular CC		
10/20/2021 Wednesday	Regular CC		
10/27/2021 Wednesday	Regular CC		
11/03/2021 Wednesday	Regular CC		
11/17/2021 Wednesday	Regular CC		

Attachment: Draft 2021 City Council Meeting Schedule [Revision 2] (2939 : 2021 CC Meeting Schedule)

Draft 2021 City Council Meeting Schedule

Meeting Date	Type of Meeting	Notes	Council Member Report
11/24/2021 Wednesday	Regular CC	Cancelled per Council Policy (CP 06-02)	
12/01/2021 Wednesday	Regular CC		
12/15/2021 Wednesday	Regular CC		
12/22/2021 Wednesday	Regular CC	Cancelled	

Attachment: Draft 2021 City Council Meeting Schedule [Revision 2] (2939 : 2021 CC Meeting Schedule)

From: [D. Muirhead](#)
To: [CC Public Comment](#)
Subject: Comment City Council December 16 #3: Council Meeting Schedule
Date: Monday, December 14, 2020 9:13:01 AM

Dear Morgan Hill City Council,
Comments for your Council Meeting
Wednesday December 16
#3: Council Meeting Schedule

Leaders, especially those of you who say you want more resident participation and more avenues to determine "pulse of the community", should be doing more Council Member reporting, not less.
From the Draft 2021 City Council Meeting Schedule
Special meetings that are added during the year
will not have City Council Member reporting.

I continue to expect each of you to tell us at each public meeting at least one thing that you have done to make lives better for our residents and region either locally or in your outside assignments.

Since you choose not to do so, Plan B would be to adopt the approach used by the City of Gilroy in their Council agenda and list for each Council member the outside assignments for that person. I would then add the next meeting date for each of those organizations, so that we could tune in to see our elected representatives doing our business.

Thank you for your consideration, Doug Muirhead, Morgan Hill

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DRAFT



Meeting Minutes City Council

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

Wednesday, December 2, 2020 5:30 pm

Virtual Meeting

SPECIAL/REGULAR MEETING

A special meeting of the City Council was called at 5:30 pm for the purpose of conducting an Affordable Housing and Homelessness Workshop.

5:30 p.m. Workshop

7:00 p.m. Regular Meeting

SPECIAL MEETING

5:30 P.M. Workshop

CALL TO ORDER

Mayor Constantine called the meeting to order at 5:30 pm.

ROLL CALL ATTENDANCE

Deputy City Clerk Michelle Bigelow called the roll.

Attendee Name	Title	Status	Arrived
Rich Constantine	Mayor	Remote	
Yvonne Martinez Beltran	Mayor Pro Tem	Late	
Larry Carr	Council Member	Remote	

Minutes Acceptance: Minutes of Dec 2, 2020 5:30 PM (CONSENT CALENDAR)

John McKay	Council Member	Remote	
Rene Spring	Council Member	Remote	

DECLARATION OF POSTING AGENDA

Deputy City Clerk Michelle Bigelow declared the posting of the agenda

WORKSHOP

1. AFFORDABLE HOUSING AND HOMELESSNESS WORKSHOP

Recommendation:

1. Receive report;
2. Approve the BEGIN downpayment assistance guidelines;
3. Adopt resolution authorizing the City to become a member of the California Community Housing Agency JPA; supporting the California Community Housing Agency's Issuance of Tax-Exempt Bonds for the production, preservation, and protection of Middle-Income Rental Housing; and Authorizing the City Manager or Designee to enter into purchase option agreements with the California Community Housing Agency for middle-income rental housing created within City limits;
4. Adopt resolution endorsing the 2020 Community Plan to End Homelessness; and
5. Direct City Manager to return to City Council with the Morgan Hill Inclusionary Housing Ordinance (IHO) amended to require low, lower moderate- and moderate-income units in all new ownership developments.

Any City Council actions will be taken during item 20 during the regular meeting.

Housing Manager Rebecca Garcia, introduced the teammates that will be presenting with her; Assistant City Manager Leslie Little, Julius Nyanda with House Keys, and Housing Coordinator Christie Thomas and thanked the rest of the team and community that make all of the housing work possible.

RESULT:	NO ACTION TAKEN
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The meeting recessed at 7:05 pm.

REGULAR MEETING

7:00 P.M.

The Regular meeting was called to order at 7:10 pm.

CITY MANAGER'S REPORT

City Manager Christina Turner spoke to the evening's supplements and presentations.

Wastewater Bonds:

Council recently approved the issuance of wastewater bonds to help fund several capital projects. Today, the City sold \$17,685,000 in bonds. Stifel, Nicolaus & Company serving as the underwriter. The market was extremely strong enabling us to achieve an all-in cost of funds for a 30-year bond for 2.47%. The financing will fund improvements to the treatment plant and collection system in the amount of \$20 million. Debt service was structured to work around existing bond obligations.

December Meetings:

Special Council Meeting on Wednesday, December 9, 2020 for certification of election results.

Regular City Council Meeting on Wednesday, December 16, 2020.

Minutes Acceptance: Minutes of Dec 2, 2020 5:30 PM (CONSENT CALENDAR)

CITY ATTORNEY'S REPORT

None.

PUBLIC COMMENT

The public comment opened at 7:13 pm.

David Dworkin, David Dindak, Gena Guglielmo, and Brittney Sherman thanked Council Member McKay for his contributions to the community and announced that he has been selected as the Morgan Hill Chamber of Commerce 2021 Man of the Year.

The following people were called to speak:

Brian Faircloth

Heather Geddes

David Dindak

There being no further requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John McKay, Council Member
SECONDER:	Rene Spring, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

CONSENT CALENDAR

MOTION:

Approving consent calendar items 2 through 8, 11, 12, 14 through 16, 18 and 19.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	Larry Carr, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

2. ACCEPT COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED JUNE 30, 2020

Recommendation:

Accept the City's Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2020.

3. ADOPT RESOLUTION APPROVING AND MAKING FINDINGS RELATED TO THE AB 1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT FOR FISCAL YEAR 2019-20

Recommendation:

Adopt resolution making findings for unexpended development impact fees and accept the annual development impact fee report.

Minutes Acceptance: Minutes of Dec 2, 2020 5:30 PM (CONSENT CALENDAR)

4. ACCEPT THE ANNUAL SB 165 REPORT FOR COMMUNITY FACILITIES DISTRICT NO. 2014-1 (FISHER CREEK)

Recommendation:

Accept and file the report.

5. ACCEPT DOWNTOWN CROSSWALK SAFETY IMPROVEMENTS PROJECT

Recommendation:

1. Accept as complete the Downtown Crosswalk Safety Improvements Project in the final amount of \$123,309;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

6. ACCEPT TENNANT AVENUE SEWER PROJECT

Recommendation:

1. Accept as complete the Tennant Avenue Sewer Main Project in the final amount of \$2,287,821;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

7. ACCEPT MORGAN HILL LIBRARY ADDITION PROJECT

Recommendation:

1. Accept as complete the Morgan Hill Library Addition Project in the final amount of \$2,072,574;
2. Authorize the City Engineer to sign the Notice of Completion; and
3. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

8. ADOPT RESOLUTION INITIATING 2021 HAZARDOUS VEGETATION PROGRAM

Recommendation:

Adopt resolution declaring weeds and brush to be a nuisance and setting the hazardous vegetation public hearing on February 3, 2021.

9. ITEM PULLED FOR DISCUSSION

10. ITEM PULLED FOR DISCUSSION

11. APPROVE IMPROVEMENT AGREEMENT WITH BW MORGAN HILL, LLC (BLUEWAVE EXPRESS CARWASH)

Recommendation:

1. Approve and authorize the City Manager to execute and administer an Improvement Agreement with BW Morgan Hill, LLC; and
2. Authorize the recordation of the Improvement Agreement.

12. APPROVE GENERATOR MAINTENANCE SERVICES AGREEMENT

Recommendation:

Approve and authorize the City Manager to execute and administer a three year agreement with Odyssey Power Corporation in the not-to-exceed amount of \$225,000 for annual, preventive maintenance, and emergency repair and rentals for the City's 28 standby generators.

13. ITEM PULLED FOR DISCUSSION

14. APPROVE AMENDED AND RESTATED IMPROVEMENT AGREEMENT WITH MONUMENT LAND COMPANY LLC AND ACCEPT PUBLIC IMPROVEMENTS AT THE INTERSECTION OF MONTEREY ROAD AND COCHRANE ROAD

Recommendation:

1. Approve an Amended and Restated Improvement Agreement with Monument Land Company LLC Relating to Reimbursement for Right-of-Way Improvements Constructed for City by Developer/Property Owner;
2. Authorize the City Manager to execute the Amended and Restated Improvement Agreement;
3. Authorize the recordation of the Amended and Restated Improvement Agreement;
4. Adopt resolution amending the Fiscal Year 2020-21 budget to appropriate \$191,145 from Local Drainage (303), Local Drainage – Non AB1600 (304), Sewer Operations (640), Water Operations (650), and Water Impact (651) funds to reimburse the Developer for the public improvements at the intersection of Monterey Road and Cochrane Road;
5. Accept the Public Improvements at the intersection of Monterey Road and Cochrane Road;
6. Authorize the City Engineer to sign a Notice of Completion; and
7. Direct the City Clerk to file said Notice of Completion with the County Recorder's Office.

15. APPROVE PURCHASE OF FEE TITLE LAND AND A PUBLIC SERVICE EASEMENT FOR HALE AVENUE EXTENSION PROJECT

Recommendation:

1. Approve the purchase of Fee Title Land and a Public Service Easement of portions of APN 764-16-028 for a total amount of \$94,000 plus escrow and closing costs from the Morgan Hill Unified School District for the Hale Avenue Extension Project; and
2. Authorize the City Manager to execute all documents and make minor modifications as necessary in order to complete the transaction.

16. APPROVE THE NOVEMBER 18, 2020 MEETING MINUTES

Recommendation:

Approve Minutes.

17. ITEM PULLED FOR DISCUSSION

18. RECEIVE MONTHLY BUDGET UPDATE AND OCTOBER 2020 FINANCIAL AND INVESTMENT REPORTS

Recommendation:

Accept and file report.

19. REJECT PROPOSALS FOR WATER WELL AND PUMP STATION REPAIRS, MAINTENANCE, AND REHABILITATION SERVICES AND REBID THE PROJECT

Recommendation:

1. Reject proposals for Water Well and Pump Station Repairs, Maintenance, and Rehabilitation Services per Municipal Code Section 3.04.170; and
2. Approve and authorize the City Manager to execute an amendment for the current service agreement with Salinas Pump for these services to extend the term to June 30, 2021 and increase the amount by \$240,000, to a new not-to-exceed amount of \$898,967.

ITEMS PULLED FOR DISCUSSION

9. ADOPT RESOLUTION AMENDING THE MANAGEMENT, PROFESSIONAL, AND CONFIDENTIAL EMPLOYEES RESOLUTION AND SALARY SCHEDULE TO INCLUDE APPOINTED CITY CLERK POSITION (THIS RESOLUTION RESCINDS RESOLUTION NO. 20-048)

Recommendation:

Adopt resolution amending the Management, Professional, and Confidential Employees Resolution and salary schedule to include appointed City Clerk position.

City Manager Christina Turner provided the report.

The Public comment opened at 7:36 pm.

Joe Baranowski was called to speak.

There being no further requests to speak, public comment closed.

MOTION:

Approving the recommended actions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	Yvonne Martinez Beltran, Mayor Pro Tem
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

10. APPROVE THE RENAMING OF THE MORGAN HILL LIBRARY IN HONOR OF FORMER MAYOR STEVE TATE

Recommendation:

Approve the renaming of the Morgan Hill Library in honor of Former Mayor Steve Tate.

City Manager Christina Turner provided the report.

The public comment opened at 7:52 pm. The following people were called to speak:

Armando Benavides

Roger Knopf

Michael Donaldson

David Gerard

Roberto Aguirrez

Brian Sullivan

Joe Baranowski

Sally Casas

Mario Banuelos

There being no further requests to speak, public comment closed.

MOTION:

Approving the recommended action, directing staff to work with the Library District on the specifics and organizing of the name change and that any costs incurred be paid for by the public not the Library District.

RESULT: **APPROVED [3 TO 2]**
MOVER: Larry Carr, Council Member
SECONDER: John McKay, Council Member
AYES: Constantine, Carr, McKay
NAYS: Martinez Beltran, Spring

13. APPROVE INCENTIVE AND FEE FREEZE AGREEMENTS FOR A NEW AUTOMOBILE DEALERSHIP

Recommendation:

1. Adopt resolution authorizing the City Manager to execute and administer an Incentive Agreement, consistent with the Auto Dealer Economic Development Strategy, with TSC Motors, Inc. for a new automobile dealership at the Auto Mall Planned Development Site on Condit Road;
2. Make findings of consistency with Section 53083(a)(6)(b) of the Government Code (AB 562); and
3. Direct the City Manager to execute an Impact Fee Freeze Agreement with TSC Motors, Inc. for the development of a 27,000 square foot new vehicle dealership to be located at 17085 Condit Road.

Economic Development Manager John Lang provided the report.

Public comment opened

Joe Baranowski was called to speak.

There being no further requests to speak, public comment closed.

MOTION:

Approving the recommended actions.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Carr, Council Member
SECONDER: Rene Spring, Council Member
AYES: Constantine, Martinez Beltran, Carr, McKay, Spring

17. DELEGATE THE COMPLETION AND ACCEPTANCE AUTHORITY OF PUBLIC IMPROVEMENTS MADE SUBJECT TO CITY COUNCIL APPROVED IMPROVEMENT AGREEMENTS FROM THE CITY COUNCIL TO THE CITY ENGINEER

Recommendation:

Delegate the completion and acceptance authority of public improvements made subject to the City Council approved Improvement Agreements from the City Council to the City Engineer.

Public comment opened at 9:10 pm. There being no requests to speak, public comment closed.

MOTION:

Approving the recommended action and directing staff to bring back periodic reports to the City Council.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Larry Carr, Council Member
SECONDER: Rene Spring, Council Member
AYES: Constantine, Martinez Beltran, Carr, McKay, Spring

The meeting recessed at 9:10 pm and reconvened at 9:20 pm.

OTHER BUSINESS

20. APPROVE BEGIN PROGRAM GUIDELINES, AND ADOPT RESOLUTIONS TO JOIN CALIFORNIA COMMUNITY HOUSING AGENCY'S JOINT POWERS AGREEMENT AND ENDORSING THE SANTA CLARA COUNTY'S 2020 COMMUNITY PLAN TO END HOMELESSNESS

Recommendation:

1. Approve the BEGIN downpayment assistance guidelines;
2. Adopt resolution authorizing the City to become a member of the California Community Housing Agency JPA; supporting the California Community Housing Agency's Issuance of Tax-Exempt Bonds for the production, preservation, and protection of Middle-Income Rental Housing; and Authorizing the City Manager or Designee to enter into purchase option agreements with the California Community Housing Agency for middle-income rental housing created within City limits;
3. Adopt resolution endorsing the 2020 Community Plan to End Homelessness;
4. Direct City Manager to return to City Council with the Morgan Hill Inclusionary Housing Ordinance (IHO) amended to require low, lower moderate- and moderate-income units in all new ownership developments; and

Housing Manager Rebecca Garcia provided the report.

Public comment opened at 9:50 pm.

Matthew Reed was called to speak

There being no further requests to speak, public comment closed.

MOTION:

Approving the recommended action and directing staff to change the upper limit of the moderate income to 110%.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Yvonne Martinez Beltran, Mayor Pro Tem
SECONDER:	John McKay, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

21. APPROVE SERVICE AGREEMENTS FOR BROADBAND SERVICES FOR THE CITY OF MORGAN HILL

Recommendation:

1. Authorize the City Manager and City Attorney to negotiate final terms and execute Master Services Agreement and Service Order with Wave Business Solutions, LLC for a period of 20 years in an amount not-to-exceed \$2,400,000 for a dark fiber lease for intranet connectivity between City facilities, and the installation of telecommunications conduit in the City; and
2. Authorize the inclusion of Monterey Road Conduit Construction Option and direct City Manager to apply and execute all related documents for the Economic Development Administration Infrastructure Grant.

Economic Development Manager John Lang provided the report and presentation.

MOTION:

Extending the meeting to 12:00 am.

RESULT:	EXTENDED [UNANIMOUS]
MOVER:	Rich Constantine, Mayor
SECONDER:	Yvonne Martinez Beltran, Mayor Pro Tem
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

Public comment opened at 11:40 pm.
 Elise Brentnall was called to speak.
 There being no further requests to speak, public comment closed.

MOTION:

Approving the recommended actions.

RESULT:	AUTHORIZED [UNANIMOUS]
MOVER:	Rich Constantine, Mayor
SECONDER:	Rene Spring, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

PUBLIC HEARING

22. INTRODUCE ORDINANCE AMENDING SECTION 8.28.040 (ENUMERATION OF UNLAWFUL NOISES) OF CHAPTER 8.28 (NOISE) OF TITLE 8 (HEALTH AND SAFETY) AND AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES; AMENDING CHAPTER 18.52 (FENCES AND WALLS) OF TITLE 18 (ZONING) TO CLARIFY AND ESTABLISH DESIGN AND SCREENING REQUIREMENTS OF FENCES AND WALLS; AND TO ESTABLISH CHAPTER 18.115 (GENERAL PLAN AMENDMENTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL ESTABLISHING PROCEDURES FOR AMENDING THE GENERAL PLAN (ZA2020-0001: MUNICIPAL CODE AMENDMENT)

Recommendation:

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

MOTION:

Continuing Item 22 to the December 16, 2020 City Council Meeting.

RESULT:	CONTINUED TO A FUTURE MEETING [UNANIMOUS] Next: 12/16/2020 7:00 PM
MOVER:	Rich Constantine, Mayor
SECONDER:	John McKay, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

MOTION:

Extending the meeting to 12:30 am.

RESULT:	EXTENDED [UNANIMOUS]
MOVER:	Rich Constantine, Mayor
SECONDER:	Rene Spring, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

FUTURE COUNCIL INITIATED AGENDA ITEMS

Council Member Spring asked the City to consider a Town Hall meeting covering the topics of internet and broadband.

CLOSED SESSION

City Attorney Donald Larkin announced the closed session items.

OPPORTUNITY FOR PUBLIC COMMENT

Public comment opened at 12:01 am. There being no requests to speak, public comment closed.

ADJOURN TO CLOSED SESSION

The meeting adjourned to closed session at 12:30 am.

CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9.

One case

CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Govt. Code 54956.9(d)(1))

Name of case: City of Morgan Hill v. Bushey (Case No. 16-CV-292595)

The City Attorney will report out on the results of the closed session at the December 16, 2020 City Council Meeting.

ADJOURNMENT

There being no further business, the meeting adjourned at 12:30 am.

MINUTES PREPARED BY:

Michelle Bigelow, City Clerk



Meeting Minutes City Council

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

Wednesday, December 9, 2020 7:00 pm

Virtual Zoom Meeting

SPECIAL MEETING

A Special Meeting of the City Council was called at 7:00 pm for the purpose of conducting City business.

CALL TO ORDER

Mayor Constantine called the meeting to order at 7:03 pm.

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow called the roll.

Attendee Name	Title	Status	Arrived
Rich Constantine	Mayor	Present	
Yvonne Martinez Beltran	Mayor Pro Tem	Present	
Larry Carr	Council Member	Present	
John McKay	Council Member	Late	
Rene Spring	Council Member	Present	

DECLARATION OF POSTING OF AGENDA

City Clerk Michelle Bigelow declared the posting of the agenda.

RECOGNITIONS

City Treasurer David Clink
City Clerk Irma Torrez

Minutes Acceptance: Minutes of Dec 9, 2020 7:00 PM (CONSENT CALENDAR)

Council Member Larry Carr

Public comment opened at 8:01 pm.

Dan Carr was called to speak.

There being no further requests to speak, public comment closed.

CITY CLERK SWEARING IN

Swearing-in of appointed City Clerk Michelle Bigelow

PUBLIC COMMENT

Public comment opened at 8:06 pm. The following people were called to speak:

Brian Faircloth

Joe Baranowski

There being no further requests to speak, public comment closed.

ADOPTION OF AGENDA

MOTION:

Adopting the agenda as posted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Rene Spring, Council Member
SECONDER:	John McKay, Council Member
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

OTHER BUSINESS

1. ACCEPT CERTIFIED STATEMENT OF ELECTION RESULTS AND ADOPT RESOLUTION CERTIFYING THE NOVEMBER 3, 2020 GENERAL MUNICIPAL ELECTION

Recommendation:

Adopt resolution reciting the facts of the General Municipal Election of November 3, 2020 and declare the results of such other matters as provided by law.

City Clerk Michelle Bigelow provided the report.

Public comment opened at 8:15 pm.

There being no requests to speak, public comment closed.

MOTION:

Approving the recommended actions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Carr, Council Member
SECONDER:	Yvonne Martinez Beltran, Mayor Pro Tem
AYES:	Constantine, Martinez Beltran, Carr, McKay, Spring

OATHS OF OFFICE

Mayor Elect, Richard Constantine

Council Member Elect District A, Gino Borgioli
Council Member Elect District C, Rene Spring
City Treasurer Elect, Caitlin Robinett Jachimowicz

Public comment opened at 8:34 pm.
There being no requests to speak, public comment closed.

ADJOURNMENT

There being no further business, the meeting adjourned in honor of Larry Carr at 8:36 pm.

MINUTES PREPARED BY:

Michelle Bigelow, City Clerk

Minutes Acceptance: Minutes of Dec 9, 2020 7:00 PM (CONSENT CALENDAR)



CITY COUNCIL STAFF REPORT

MEETING DATE: December 16, 2020

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

SELECT CITY COUNCIL MAYOR PRO TEMPORE

RECOMMENDATION(S)

1. Open floor to nomination(s) for Mayor Pro Tempore; and
2. Select a Council Member to serve as Mayor Pro Tempore per City Council Policy 99-01.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Enhancing Public Safety
Protecting the Environment and Preserving
Open Space and Agricultural Land
Maintaining 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

2020-2021 Strategic Priorities

Community Engagement and Messaging
Economic Development
Fiscal Sustainability
Infrastructure
Regional Initiatives
Telecommunications
Agricultural Preservation
Cannabis Policy
High Speed Rail
Affordable Housing and Homelessness
Housing
Transportation

REPORT NARRATIVE:

Mayor Pro Tempore

The City Council has an adopted policy (Attachment 1), which sets forth the criteria for the selection of Mayor Pro Tempore annually for a one-year term. The adopted policy is intended to provide every Council Member with the opportunity to serve as Mayor Pro Tempore. Nomination for the Mayor Pro Tempore seat is generally based on: (1) the length of time that an individual has served on the City Council, and (2) whether or not the nominee has previously had the opportunity to serve as Mayor Pro Tempore. However, these factors are not binding, and every member is eligible to serve as Mayor Pro Tempore. The Mayor or any member of the City Council may nominate a member to serve as Mayor Pro Tempore. A copy of the Council Policy CP-99-01 is attached and the recent Mayor Pro Tempore history is as follows:

CITY COUNCIL
MAYOR PRO TEMPORE RECENT HISTORY

	From:	To:
Council Member Librers	January 15, 2014	December 3, 2014
Council Member Carr	December 3, 2014	December 2, 2015
Council Member Constantine	December 2, 2015	December 14, 2016
Council Member Carr	December 14, 2016	January 17, 2018
Council Member Constantine	January 17, 2018	December 19, 2018
Council Member Spring	December 19, 2018	December 4, 2019
Council Member Martínez Beltrán	December 4, 2019	December 16, 2020

COMMUNITY ENGAGEMENT: Inform

This report serves to inform the community of the process for selection of the Mayor Pro Tempore.

ALTERNATIVE ACTIONS:

Not Applicable.

PRIOR CITY COUNCIL AND commission ACTIONS:

The Council selects a Council Member to serve as the Mayor Pro Tempore annually.

FISCAL AND RESOURCE IMPACT:

There are no fiscal impacts. Selection of Mayor Pro Tempore is an activity of the City Council's annual workplan.

CEQA (California Environmental Quality Act):

Selection of a Mayor Pro Tempore is an administrative governmental activity that will not result in direct or indirect physical changes in the environment.

LINKS/ATTACHMENTS:

1. CP-99-01 Selection of Mayor Pro Tem 12-19-16.pdf

CITY OF MORGAN HILL

CITY COUNCIL POLICIES AND PROCEDURES

CP 99-01

(Rescinded CP 94-05, CP 98-03)

SUBJECT: SELECTION OF MAYOR PRO TEMPORE**DATE: December 17, 1999, Reviewed 6/27/07,****AMENDED: August 24, 2005, December 19, 2016**

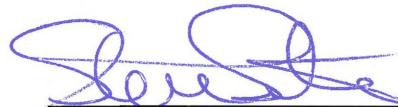
It is the policy of the City Council of the City of Morgan Hill to annually nominate and select a member to serve as Mayor Pro Tempore for a one year term. The Mayor or any member of the City Council may nominate a member, who shall be selected by majority vote.

In order to provide every member with an opportunity to serve as Mayor Pro Tempore, it is the policy of the City Council that nominations be made on the basis of the length of time that a nominee has served on the City Council, and whether or not the nominee has previously had the opportunity to serve. However, these factors are not binding, and every member is eligible to serve as Mayor Pro Tempore. If more than one individual is nominated, the first person to receive a majority of the votes shall be selected to serve.

Selection of Mayor Pro Tempore shall occur at the first regular meeting of the City Council held after the general municipal election, and after the new members have been sworn in and have taken their seats; or at the second regular meeting in November in each year that a general municipal election is not held.

The Mayor Pro Tempore shall serve at the pleasure of the City Council and may be removed from the appointed position by a majority vote of the Council. The City Council shall fill all vacancies for Mayor Pro Tempore in accordance with the selection procedure set forth herein.

This policy shall remain in effect until modified by the City Council.

APPROVED:**STEVE TATE, MAYOR**

Attachment: CP-99-01 Selection of Mayor Pro Tem 12-19-16.pdf (2947 : Selection of Mayor Pro Tem)



CITY COUNCIL STAFF REPORT

MEETING DATE: December 16, 2020

PREPARED BY: Adam Paszkowski, Principal Planner
APPROVED BY: City Manager

INTRODUCE ORDINANCE AMENDING SECTION 8.28.040 (ENUMERATION OF UNLAWFUL NOISES) OF CHAPTER 8.28 (NOISE) OF TITLE 8 (HEALTH AND SAFETY) AND AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES; AMENDING CHAPTER 18.52 (FENCES AND WALLS) OF TITLE 18 (ZONING) TO CLARIFY AND ESTABLISH DESIGN AND SCREENING REQUIREMENTS OF FENCES AND WALLS; AND TO ESTABLISH CHAPTER 18.115 (GENERAL PLAN AMENDMENTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL ESTABLISHING PROCEDURES FOR AMENDING THE GENERAL PLAN (ZA2020-0001: MUNICIPAL CODE AMENDMENT)

RECOMMENDATION(S)

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

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Advancing Regional Initiatives

GUIDING DOCUMENTS

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

As part of the implementation of the Zoning Ordinance and Noise Ordinances and yearly update, staff identified several clerical errors, inconsistencies between sections, and the need to update certain portions of the Municipal Code as well as provide further clarification or to expand on certain topics within the Code. The purpose of the proposed Ordinance is to correct these issues.

The Planning Commission held a public hearing regarding the proposed draft Ordinance on November 10, 2020 and recommended the following amendments to the Municipal Code:

- a. Reformat Subsection D of Section 8.28.040 (Enumeration of unlawful noises) within Chapter 8.28 (Noise) of Title 8 (Health and Safety) to be consistent with the rest of the Code. This section is also proposed to delete noise standards that were applicable up until November 30, 1998 but are no longer applicable.
- b. Change Subsection A of Section 18.18.020 (Land Use Regulations) of Chapter 18.18 (Residential Attached Zoning Districts) to eliminate reference to a footnote pertaining to accessory dwelling units (ADUs) which states ADUs are permitted only on lots occupied by one existing or proposed detached single family home. That requirement is not consistent with State law.
- c. Amend Chapter 18.22 (Mixed Use Zoning Districts) to eliminate the same footnote regarding ADUs listed in Section 18.18.020. A footnote is proposed to be added to Single-Family Detached Dwellings within Table 18.22-1 for the Neighborhood Mixed Use (MU-N) zoning district stating that Single-Family Detached Dwellings are permitted only on a lot of record existing prior to July 7, 2018. This change is proposed to be consistent with the residential attached zoning districts. Also, within Table 18.22-1 Large Home Day Care and Small Home Day Care are proposed to be combined and listed as permitted uses to be consistent with the residential zoning districts. Subsection C of Section 18.22.040 (Development Standards) is proposed to be moved to Table 18.22-3 (Setback Standards in Mixed Use Zoning Districts) as a footnote to the non-residential columns of the MU-N and Mixed Use Flex (MU-F) zoning districts indicating that if a property abuts a residential zoning district or residential land use designation, the property shall comply with increased setbacks and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).
- d. Change Table 18.24-2 (Development Standards in the Commercial Zoning Districts) within Section 18.24.030 (Development Standards) of Chapter 18.24 (Commercial Zoning Districts) to include a footnote for the minimum setback regarding increased setbacks and landscaping standards for properties adjacent to residential zoning districts or residential land use designations.
- e. Amend Chapter 18.26 (Industrial Zoning Districts) to allow Outdoor Vehicle Storage as a Conditional Use within the IL (Light Industrial) and IG (General Industrial) zoning districts within Table 18.26-1 (Permitted Land Uses in the Industrial Zoning Districts). Subsection B of Section 18.26.030 (Development Standards) is proposed to be moved to Table 18.26-2 (Industrial Zoning District Development Standards) to be consistent with other zoning districts. If a property abuts a residential zoning district or residential land use designation, the property shall comply with increased setbacks and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).
- f. Amend the height requirements for Single Family Attached Dwellings/Townhouses is proposed to be amended to correlate with the base zoning district, which is consistent with the other housing types (Duets, Courtyard Homes, Single Family Detached Dwellings, Duplexes and Multi-Family

Dwellings) listed in Table 18.40-2. Chapter 18.40 (Alternative Standards for Medium Density Residential Development) is an optional Chapter, not a requirement, available to developers and property owners of small lot developments. Within Table 18.40-2 (Medium Density Residential Development Standards) Single Family Attached Dwellings/Townhouses are the only housing product within the table that require a shorter height than the base zoning district.

- g. Change Table 18.44-2 (Minimum Accessory Structure Setbacks) of Section 18.44.030 (Accessory Structures in Residential Zoning Districts) of Chapter 18.44 (Accessory Structures and Uses) to clarify setbacks for decks since decks are listed twice in the table with different setback requirements.
- h. Modify Chapter 18.52 (Fences and Walls) to clarify that the term “fence” includes fences and walls. Section 18.52.030 (Measurement of Fence and Wall Height) is proposed to be amended to clarify that if a fence is constructed on top of a retaining wall the height of the fence is measured from the top of the retaining wall. Further, amend Section 18.52.060 (Materials) to provide consistency between the types of fencing and wall materials that are prohibited within residential, commercial, and industrial zoning districts. Establish a new section, Section 18.52.080 (Special Fence and Wall Requirements), to set standards for fence and wall design; requirements to screen outdoor storage, loading docks, and refuse areas; and screen commercial and industrial uses from residential uses.
- i. Clarify Section 18.56.040 (Lot Coverage Exceptions) of Chapter 18.56 (Height, Setback and Lot Coverage Exceptions) to correct a clerical error stating that the Community Development Director may increase (not decrease) the maximum lot coverage requirement by up to ten percent with the approval of a minor exception.
- j. Change Section 18.68.070 (Nonconforming Structures) of Chapter 18.68 (Nonconforming Uses and Structures) to require a Conditional Use Permit, not a Variance, for structural repairs, modifications, and additions that increase or exacerbate the nonconforming aspect of a structure.
- k. Create a new chapter, Chapter 18.115 (General Plan Amendments) to provide procedures for amending General Plan text and/or to change the General Plan land use designation of a parcel. In the development of this new Chapter, Chapter 18.114 (Zoning Code Amendments) was utilized as an outline. The new Chapter proposes Section 18.115.100 (Preliminary Review) which requires a preliminary review application prior to the submittal of a General Plan Amendment application, similar to the requirement for a preliminary review prior to the application for a Planned Development project.
- l. Change the term “Garage, Private”, as listed in Subsection G of Section 18.128.020 (Definitions) of Chapter 18.128 (General Terms), to correct the definition to be an attached or detached accessory structure, not a dwelling, for

the storage of passenger vehicles.

Complete details of the proposed amendments are provided in the draft Ordinance (Attachment 1) and in the Planning Commission staff report (Attachment 2). 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:

1. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.
3. The proposed amendment is internally consistent with other applicable provisions of the zoning code.

The proposed amendments are consistent with the above findings as they correct clerical errors and inconsistencies in the Municipal Code as well as establish standards for fences and walls and procedures for processing General Plan Amendments.

Planning Commission Action

The Planning Commission reviewed the project on November 10, 2020. Prior to the public hearing, the City received a letter from a member of the public expressing concerns with proposed amendments to Subsection E of Section 18.84.050 (Site and Design Standards) of Chapter 18.84 (Accessory Dwelling Units). The changes would have clarified setbacks for detached and attached ADUs. Upon further consideration this amendment has been pulled for further review and consultation with the California Department of Housing and Community Development (HCD). If changes to Chapter 18.84 (Accessory Dwelling Units) are found to be necessary, a separate item will be discussed at a future Planning Commission meeting.

During the review of the project, the Commission discussed and expressed concern regarding amendments to Subsection 6 (One Dwelling Unit Allowed Per Lot) of Subsection C of Section 18.30.040 (Hillside Combining District) which proposed to allow accessory structures if no portion of a lot contains slopes of less than twenty percent, and the lot is a legally-established lot of record. The Commission requested additional review of the proposed amendment and requested staff to bring back any changes to Section 18.30.040 (Hillside Combining District) as a separate item at a future meeting.

Following discussion of the project, the Planning Commission unanimously approved Resolution No. 20-13 (Attachment 3) recommending the City Council approve the proposed Amendments with the exception of those sections noted above.

COMMUNITY ENGAGEMENT: Inform

A 10-day public hearing notice was published in the Friday, November 20, 2020 edition of the Morgan Hill Times pursuant to Government Code Sections 65090-65096. Notice

was also provided on the website and via social media. On November 10, 2020, 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, October 30, 2020 edition of the Morgan Hill Times.

ALTERNATIVE ACTIONS:

If the City Council does not take action on the proposed ordinance amendments, the Municipal Code will remain as-is, and the clerical errors and inconsistencies within the Code will remain. The Council may also make modifications to the proposed amendments, or not approve certain sections that the Council deems appropriate.

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 included an amendment to the City’s official zoning map consistent with the Morgan Hill 2035 General Plan.

In addition, Subsection D of Section 8.28.040 (Enumeration of unlawful noises) within Chapter 8.28 (Noise) of Title 8 (Health and Safety) was last updated in 1998 by the adoption of Ordinance No. 1405 N.S.

On November 10, 2020, the Planning Commission considered and recommended, unanimously, the City Council approve the proposed draft Ordinance (Attachment 1).

FISCAL AND RESOURCE IMPACT:

Staff regularly brings forward bundles of minor amendments as necessary to enhance, correct and/or refine the Code; and therefore, the cost is borne, and work is accommodated, within the respective division’s annual workplan and budget.

CEQA (California Environmental Quality Act):

This Ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines. The proposed text amendments are covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed amendments consist of miscellaneous minor amendments to correct clerical errors and inconsistencies within the Municipal Code as well as establishing procedures for amending the General Plan.

LINKS/ATTACHMENTS:

1. Draft Ordinance
2. November 10, 2020 Planning Commission Staff Report (weblink)
3. Planning Commission Resolution No 20-13 (ZA2020-0001)
4. Staff Presentation

ORDINANCE NO. XXXX, NEW SERIES

AN ORDINANCE OF THE CITY OF MORGAN HILL AMENDING SECTION 8.28.040 (ENUMERATION OF UNLAWFUL NOISES) OF CHAPTER 8.28 (NOISE) OF TITLE 8 (HEALTH AND SAFETY) AND AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING CODE) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES; AMENDING CHAPTER 18.52 (FENCES AND WALLS) OF TITLE 18 (ZONING) TO CLARIFY AND ESTABLISH DESIGN AND SCREENING REQUIREMENTS OF FENCES AND WALLS; AND TO ESTABLISH CHAPTER 18.115 (GENERAL PLAN AMENDMENTS) OF TITLE 18 (ZONING CODE) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL ESTABLISHING PROCEDURES FOR AMENDING THE GENERAL PLAN

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

Section 1. Subsection D of Section 8.28.040 (Enumeration of Unlawful Noises) of Chapter 8.28 (Noise) of Title 8 (Health and Safety) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

D. ~~1. —~~ Construction ~~a~~Activities ~~as limited below.~~

1. "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 chief 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 chief 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 chief 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 work projects are exempt from this section and the public works director shall determine the hours of construction for public works projects.
 - ~~e. Until November 30, 1998, construction activities shall be permitted between the hours of ten a.m. to six p.m. on Sundays, subject to the following conditions. No power-driven vehicles, equipment or tools may be used during construction activities, except on the interior of a building or other structure which is enclosed by exterior siding (including windows and doors) and roofing, and which windows and doors are closed during construction activities. Construction activities must be situated at least one hundred fifty feet from the nearest occupied dwelling. No delivery or removal of construction material to a site, or movement of construction materials on a site, is permitted. No activity, including but not limited to the playing of radios, tape players, compact disc players or other devices, which creates a loud or unusual noise which offends, disturbs or harasses the peace and quiet of the persons of ordinary sensibilities beyond the confines of the property from which the sound emanates is allowed.~~
2. If it is determined necessary in order to ensure compliance with this section, the chief building official may require fences, gates or other barriers prohibiting access to a construction site by construction crews during hours in which construction is prohibited by this subsection. The project manager of each project shall be responsible for ensuring the fences, gates or barriers are locked and/or in place during hours in which no construction is

allowed. This subsection shall apply to construction sites other than public works projects or single dwelling units which are not a part of larger projects.

Section 2. Subsection A of Section 18.18.020 (Land Use Regulations) of Chapter 18.18 (Residential Attached Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

- A. Permitted Land Uses. Table 18.18-1 identifies land uses permitted in the residential attached zoning districts.

Table 18.18-1: Permitted Land Uses — Residential Attached Zoning Districts

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required — Use not allowed	Zoning District			Additional Regulations
	RAL	RAM	RAH	
Residential Uses				
Accessory Dwelling Units	P [2]	P [2]	P [2]	Chapter 18.84
Duets and Duplexes	P	P	P	
Group Housing	C [1]	C	C	
Multi-Family Dwellings	P	P	P	
Nursing Homes and Long-Term Care	C	C	C	
Residential Care Facilities	C	C	C	
Residential Care Facilities, Small	P	P	P	
Single-Family Attached Dwellings	P	P	P	
Single-Family Detached Dwellings	P [32] , <u>43</u>	P <u>[43]</u>	P <u>[43]</u>	

Public and Quasi-Public Uses				
Community Assembly	C	C	C	
Cultural Institutions	C	C	C	
Day Care Centers	C	C	C	
Home Day Care, Large and Small	P	P	P	
Parks and Recreational Facilities [54]	C	C	C	
Public Safety Facilities	C	C	C	
Schools, Public and Private	C	C	C	
Transportation, Communication, and Utility Uses				
Wireless Communication Facilities	See Chapter 18.96			
Other Uses				
Accessory Uses and Structures	See Chapter 18.44			
Home Occupations	See Section 18.92.060			
Temporary Uses and Structures	See Section 18.92.150			
Urban Agriculture				
Home Gardens	P	P	P	
Community Gardens	A	A	A	
Urban Farms	C	C	C	

Notes:

[1] Limited to no more than eight residents.

~~[2] Permitted only on lots occupied by one existing or proposed detached single-family home.~~

[32] Up to twenty-five percent of homes within a development project may be small-lot single family homes with a maximum lot area of three thousand five hundred square feet.

[43] Permitted only on a lot of record existing prior to July 7, 2018.

[54] Park and recreational facilities accessory to a residential use (e.g., a clubhouse serving a residential subdivision) are permitted by right.

Section 3. Chapter 18.22 (Mixed Use Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

Chapter 18.22 - MIXED USE ZONING DISTRICTS

18.22.010 - Purpose of the mixed use zoning districts.

- A. General. The purpose of the mixed use zoning districts is to provide for active and inviting destinations in Morgan Hill with a diversity of residential and commercial land uses. In the mixed use zoning districts the design of development supports a welcoming, pedestrian-friendly public realm. A diversity of local and independent businesses, recreational amenities, and public spaces meet the needs of residents, workers, and visitors. New development respects Morgan Hill's history and reflects its unique small-town feel. The diversity of land uses, pedestrian-friendly development, and general level of activity in the mixed use zoning districts supports a range of transportation choices, including walking, biking, and transit.
- B. Specific.
 1. Downtown Mixed Use (MU-D). The purpose of the Downtown Mixed Use (MU-D) zoning district is to preserve and enhance Downtown as the heart of Morgan Hill and the center of the community. New development supports a walkable Downtown district with active storefronts and a diversity of commercial, residential, and public uses. The intensity of residential uses enhances economic vitality, increases housing options for residents of all ages, and support a vibrant and diverse destination for residents and visitors. The MU-D zoning district implements the community's vision for Downtown Morgan Hill as described in the Downtown Specific Plan.
 2. Neighborhood Mixed Use (MU-N). The purpose of the Neighborhood Mixed Use (MU-N) zoning district accommodates a range of residential and

commercial land uses in close proximity to Downtown. A range of housing types provide residents with affordable housing options and increase opportunities to live close to stores, services, jobs, and transit. The MU-N zoning district provides a transition from the higher intensity uses in the Downtown Core to lower density residential neighborhoods.

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

18.22.020 - Land use regulations.

- A. **Permitted Land Uses.** Table 18.22-1 identifies land uses permitted in the MU-N and MU-F zoning districts. For permitted land uses in the MU-D zoning district, see Figure 8 in the Downtown Specific Plan.

Table 18.22-1: Permitted Land Uses — MU-N and MU-F Zoning Districts

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required — Use not allowed	Zoning District		Additional Regulations
	MU-N	MU-F	
Residential Uses			Section 18.22.030
Accessory Dwelling Units	P- 1	P- 1	Chapter 18.84
Duets and Duplexes	P	C	
Group Housing	C	C	
Live/Work Unit	A	A	
Mixed Use Residential	P	P	
Multi-Family Dwellings	P	C	

Nursing Homes and Long-Term Care	C	C	
Residential Care Facilities	C	C	
Residential Care Facilities, Small	P	P	
Senior Housing, Independent Living	P	C	
Single-Family Attached Dwellings	P	C	
Single-Family Detached Dwellings	P <u>1</u>	C	
Public and Quasi-Public Uses			
College and Trade Schools	P	P	
Community Assembly	C	C	
Cultural Institutions	A	A	
Day Care Centers	C	C	
Emergency Shelters	—	C	Section 18.92.050
Government Offices	A	A	
Home Day Care, Large <u>and Small</u>	C <u>P</u>	C <u>P</u>	
Home Day Care, Small	P	P	
Hospitals	C	C	
Instructional Services	P	P	
Medical Offices and Clinics	P	P	
Parks and Recreational Facilities	P	P	
Public Safety Facilities	C	C	

Schools, Public and Private	C	C	
Social Services	—	C	
Commercial Uses			
Animal-Related Users			
Veterinarian Clinics and Hospitals	C	C	
Banks and Financial Institutions	P	P	
Business Support Services	P	P	
Cinemas and Theaters	A	A	
Commercial Recreation, Indoor			
≤ 15,000 sq. ft.	P	P	
> 15,000 sq. ft.	C	C	
Drive-Through Facilities	C	C	18.92.040
Eating and Drinking Uses			
Bars and Nightclubs	C	C	
Restaurant, Fast Food	P	P	
Restaurants, Sit Down	P	P	
Tasting Rooms	P	P	
Farmers Markets	A	A	
Lodging Facilities			
Bed and Breakfast	A	A	

Hotels and Motels	C	C	
Personal Services	P	P	
Professional Offices	P	P	
Retail			
Convenience Market	A	A	18.92.030
General Retail	P	P	
Vehicle-Related Uses			
Fuel and Service Stations	—	C	
Vehicle Rentals	—	C	
Vehicle Washing	—	C	
Industrial Uses			
Food and Beverage Production			
< 5,000 sq. ft. [3]	P	P	
5,000 sq. ft. to 10,000 sq. ft. [3]	C	C	
Transportation, Communication, and Utility Uses			
Parking Lots or Structures [2]	C	C	
Recycling Facilities			
Reverse Vending Machines	—	C	
Transportation Terminals	—	—	

Wireless Communications Facilities	See Chapter 18.96	
Other Uses		
Accessory Uses	See Chapter 18.44	
Home Occupations	See Section 18.92.060	
Temporary Uses	See Section 18.92.150	

Notes:

[1] ~~Permitted only on a lot of record existing prior to July 7, 2018. Permitted only on lots with one existing or proposed new detached single-family dwelling.~~

[2] When proposed as a primary use.

[3] On-site wholesale or retail sales required.

- B. Replacement Housing. Any proposed project that would replace existing rental housing occupied by a low or moderate-income household with commercial development or higher density residential uses shall comply with Municipal Code Chapter 15.30 (Replacement Housing).
- C. Additional Permits. In addition to permits identified in Table 18.22-1, development projects in the mixed use zoning districts may also require a design permit pursuant to Section 18.108.040 (Design Permits). Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60 (Historic Resources).
- D. Residential Building Allotments. All residential development must comply with the voter-approved residential development control system (RDCS) as established in Chapter 18.78 (Residential Development Control System). The RDCS requires proposed residential projects to first receive residential building allotments before applying for land use entitlements. Section 18.78.050.C (Exemptions from Allotments) identifies types of residential projects exempt from the requirement to obtain residential building allotments.

18.22.030 - Residential and mixed use in the MU-F zoning district.

Residential and residential mixed use is not allowed in the MU-F zoning district until the completion of a master plan for the Monterey Corridor.

18.22.040 - Development standards.

- A. General. Table 18.22-2 identifies development standards that apply in the mixed zoning districts.

Table 18.22-2: Development Standards in Mixed Use Zoning Districts

	MU-D	MU-N	MU-F	Additional Standards
Site Requirements				
Lot Area, Minimum	3,500 sq. ft.	6,000 sq. ft.	6,000 sq. ft.	
Lot Width, Minimum	40 ft.	60 ft.	60 ft.	
Lot Depth, Minimum	80 ft.	100 ft.	100 ft.	
Floor Area Ratio, Maximum	2.0 [1]	1.0	0.5	
Residential Density				
Minimum	None	8 du/acre	7 du/acre	
Maximum	None	20 du/acre	24 du/acre	
Building Coverage, Maximum	None	75%	50%	
Structure Requirements				
Setbacks	See Table 18.22-3			18.56.030
Height, Maximum	3 stories and 45 ft. [2]	35 ft. [3,4]	35 ft. [3]	18.56.020

Notes:

[1] 2.25 FAR permitted on sites 22,000 sq. ft. or more.

[2] Four stories and 55 ft. permitted on sites 22,000 sq. ft. or more.

[3] 45 ft. permitted with a minimum of 10 ft. devoted to a roof element.

[4] 40 ft. allowed for vertical mixed use, regardless of roof form.

- B. Setbacks. Table 18.22-3 identifies setback standards that apply in the mixed zoning districts. Within each zoning district, setback standards for residential uses are different from setback standards for non-residential and mixed use development. See Figure 18.24.

Table 18.22-3: Setback Standards in Mixed Use Zoning Districts

	MU-D		MU-N		MU-F	
Setback	Res.	Non-Res. [1]	Res.	Non-Res. [1] [5]	Res.	Non-Res. [1] [5]
Front	Min: 6 ft. [2] Max: 15 ft.	Min: 0 ft. Max: 10 ft.	Min: 6 ft. [2] Max: 15 ft.	Min: 0 ft. [3] Max: 10 ft.	Min: 15 ft. [2] Max: None	Min: 10 ft. [4] Max: None
Rear, Min.	0 ft.	10 ft.	0 ft.	10 ft.	20 ft.	10 ft.
Interior Side, Min.	5 ft.	0 ft.	5 ft.	0 ft.	5 ft.	0 ft.
Street Side, Min.	6 ft.	0 ft.	6 ft.	0 ft.	10 ft.	10 ft. [4]

Notes:

[1] Includes mixed use buildings with residential uses above ground floor commercial.

[2] Residential porches and similar entry features may project five feet into the front setback. See Figure 18.22-1.

[3] Building wall must be setback a minimum of ten feet from the edge of curb. See Figure 18.22-2.

[4] Outdoor seating, courtyards, and other publicly-accessible spaces may project five feet into the front setback.

~~[5]C. Residential Transition Standards — MU-N and MU-F.~~ Where a property ~~zoned MU-N or MU-F~~ abuts a residential zoning district or residential land use designation, ~~the property projects~~ shall comply with increased setbacks, upper story stepbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

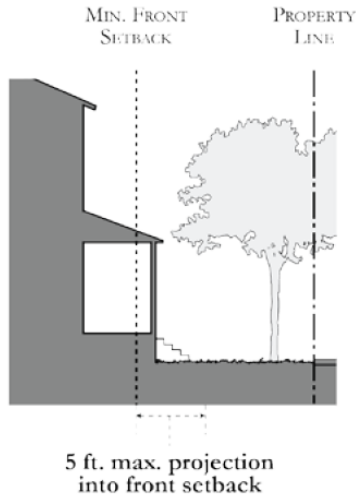


Figure 18.22-1: Permitted Projection Into Front Setback — Residential Uses

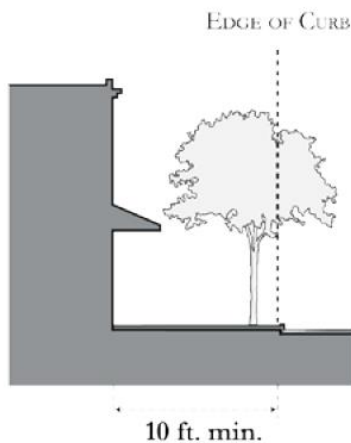


Figure 18.22-2: Minimum Setback From Curb — MU-N Zoning District

Section 4. Section 18.24.030 (Development Standards) of Chapter 18.24 (Commercial Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

- A. General. Table 18.24-2 identifies development standards that apply in the commercial zoning districts.
- B. Residential Transition Standards. Where a property zoned in a commercial zoning district abuts a residential zoning district, projects shall comply with increased setbacks, upper story stepbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

Table 18.24-2: Development Standards in the Commercial Zoning Districts

	CO	CN	CG	CH	CS	Additional Standards
Site Requirements						
Lot Area, Minimum	6,000 sq. ft.	10,000 sq. ft.	10,000 sq. ft.	20,000 sq. ft.	10,000 sq. ft.	
Lot Width, Minimum	60 ft.	100 ft.	100 ft.	70 ft.	100 ft.	
Lot Depth, Minimum	100 ft.	100 ft.	100 ft.	125 ft.	100 ft.	
Building Coverage, Maximum	50%	50%	50%	40%	50%	
Structure Requirements						
Setbacks, Minimum <u>[1]</u>						18.56.030
Front	20 ft.	25 ft.	25 ft.	40 ft.	25 ft.	
Rear	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	
Interior Side	10 ft.	0 ft.	0 ft.	0 ft.	0 ft.	
Street Side	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	
Height, Maximum	3 stories or 30 ft., whichever is less	2½ stories or 30 ft., whichever is less	3 stories or 35 ft., whichever is less	4 stories or 55 ft., whichever is less	3 stories or 35 ft., whichever is less	18.24.030.B; 18.56.020

[1] Where a property abuts a residential zoning district or residential land use designation, the property shall comply with increased setbacks, upper story

stepbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

Section 5. Chapter 18.26 (Industrial Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

18.26.010 - Purpose of the industrial zoning districts.

- A. General. The purpose of the industrial zoning districts is to provide locations to maintain and focus industrial development in economically and geographically strategic locations in Morgan Hill. Permitted land uses in the industrial zoning districts are limited to avoid potential conflicts that would adversely impact industrial activities. Development is designed to enhance the economic vitality of industrial areas and limit impacts on adjacent development.
- B. Specific.
 - 1. Commercial Industrial (CI). The purpose of the CI zoning district is to promote job-generating development of lands by allowing flexibility in the mix of industrial, office, and commercial uses that are compatible with existing development. Lodging uses (e.g., hotels) that support primary job generating uses within business districts are allowed.
 - 2. Light Office Industrial (IO). The purpose of the IO zoning district is to provide areas for mixed administrative and executive office uses in appropriate areas within the community.
 - 3. Campus Industrial (IC). The purpose of the IC zoning district is to provide an environment exclusively for and conducive to the development and protection of modern administrative facilities, research institutions and specialized manufacturing operations.
 - 4. Light Industrial (IL). The purpose of the IL zoning district is to provide areas for research, administrative, lighter manufacturing, wholesale and heavy service commercial uses not suitable in commercial districts.
 - 5. General Industrial (IG). The purpose of the IG zoning district is to provide areas for general industrial, manufacturing, wholesale and service uses needed by the city and region subject to regulations necessary to protect other nearby uses from hazards and noise and other disturbances.

18.26.020 - Land use regulations.

- A. Permitted Land Uses. Table 18.26-1 identifies land uses permitted in the industrial zoning districts.

Table 18.26-1 Permitted Land Uses in the Industrial Zoning Districts

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required — Use not allowed	Zoning District					Additional Regulations
	CI	IO	IC	IL	IG	
Residential Uses						
Caretaker Quarters	—	—	—	C	C	
Public and Quasi-Public Uses						
Colleges and Trade Schools	C	C	C	C	C	
Community Assembly	C	—	—	C	C	
Instructional Services	A	—	—	—	—	
Medical Offices and Clinics	A	—	—	—	—	
Parks and Recreational Facilities	C	—	—	C	C	
Public Safety Facilities	C	—	—	C	C	
Commercial Uses						
Adult Businesses	—	—	P	P	P	18.92.020
Animal-Related Commercial Uses						
Animal Boarding	C	—	—	C	C	
Veterinarian Clinics and Hospitals	A	A	A	C	C	
Banks and Financial Institutions	C [4]	—	—	—	—	

Business Support Services	P	C	P	P	P	
Cinemas and Theaters	A	—	—	—	—	
Commercial Recreation, Indoor						
≤ 15,000 sq. ft.	P	C	C	C	C	
> 15,000 sq. ft.	C	C	C	C	C	
Eating and Drinking Uses						
Restaurants, Fast Food	C [4]	— [5]	— [5]	— [5]	— [5]	
Restaurants, Sit-Down	C [4]	— [5]	— [5]	— [5]	— [5]	
Tasting Rooms	P [6]	—	—	A [6]	A [6]	
Lodging Facilities						
Hotels and Motels	P	—	—	—	—	
Mini-Storage	—	—	—	C	C	18.92.100
Personal Service	C [4]	— [5]	— [5]	— [5]	— [5]	
Plant Nurseries	C	—	—	P	P	
Professional Offices	P	P	P	P	P	
Retail						
Building Materials	C	—	—	P	P	
Convenience Markets	C	—	—	— [5]	— [5]	

	[4]	[5]	[5]			
General Retail	C [4]	— [5]	— [5]	— [5]	— [5]	
Home Improvement Centers	C	—	—	C	C	
Large Commodity Retail	C	—	—	C	C	
Vehicle-Related Uses						
Towing and Impound	—	—	—	C	P	
Vehicle Repair and Maintenance, Major	—	—	—	C	P	
Vehicle Repair and Maintenance, Minor	—	—	—	P	P [1]	
Wholesaling	P	—	—	P	P	
Industrial Uses						
Construction and Material Yards	C	C	C	P	P	18.36.030.C
Food and Beverage Production						
< 5,000 sq. ft. [7]	A [2]	A [2]	A [2]	P [2]	P [2]	
5,000 sq. ft. to 10,000 sq. ft. [7]	C [2]	C [2]	C [2]	P [2]	P [2]	
> 10,000 sq. ft.	C	C	C	P [2,8]	P [2,8]	
Manufacturing, Light	P	C [3]	C	P	P	
Manufacturing, General	—	—	—	—	C	

Research and Development	P	P	P	P	P	
Salvage and Wrecking	—	—	—	—	C	
<u>Vehicle Storage, Outdoor</u>	<u>=</u>	<u>=</u>	<u>=</u>	<u>C</u>	<u>C</u>	<u>18.52.080.B</u>
Warehousing and Distribution						
Warehousing and Distribution, Large	C	C [3]	C [3]	C	P	
Warehousing and Distribution, Small	C	C [3]	C [3]	P	P	
Warehousing and Distribution with Outdoor Storage	C	—	—	C	C	
Heavy Distribution	—	—	—	—	—	
Parcel Sorting Facilities	—	—	—	—	—	
Parcel Hub Small < 75,000 sq. ft.	—	—	—	—	—	
Parcel Hub Large > 75,000 sq. ft.	—	—	—	—	—	
Recycling Facilities						
Reverse Vending Machine	P	C	C	P	P	
Recycling Collection Facility	C	—	—	C	C	
Recycling Processing Facility	—	—	—	—	C	
Utilities, Major	—	—	—	C	C	
Wireless Communications Facilities	See Chapter 18.96					
Agriculture and Natural Resource Uses						

Crop Cultivation	—		—			
Other Uses						
Accessory Uses	See Chapter 18.44					
Temporary Uses	See Section 18.92.150					

Notes:

- [1] Retail sale of automotive products allowed only when ancillary to a vehicle repair and maintenance use. Retail display areas for automotive products may not exceed twenty-five percent of the building floor area.
 - [2] Must be one hundred fifty feet or more from a residential zoning district, otherwise requires a CUP.
 - [3] Permitted only when ancillary to another permitted use.
 - [4] Allowed as a primary use only when the planning commission finds that the use supports the primary job-generating uses within a business park setting.
 - [5] Allowed when accessory to a permitted primary use subject to the limitations in Section 18.26.020.D (Accessory Uses).
 - [6] Allowed only when accessory to a brewery, winery, or other alcoholic beverage production facility. Tasting rooms must be located within the building occupied by the primary use and may not exceed five thousand square feet or ten percent of the gross floor area of the building, whichever is less.
 - [7] On-site wholesale or retail sales required.
 - [8] Conditional use permit required when the type of food being produced will emit a generally offensive odor. Examples include primary processing of seafood, coffee roasting, pickled foods, or processes involving primarily fat and oils.
- B. Additional Permits. In addition to permits identified in Table 18.26-1, development projects in the industrial districts may also require a design permit pursuant to Section 18.108.040 (Design Permits). Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60 (Historic Resources).
- C. Outdoor Uses.
- 1. In the IO zoning district, all uses shall be conducted wholly within a completely enclosed building. Outdoor uses are prohibited.
 - 2. In all other industrial zoning districts, outdoor uses shall be screened from public view and the area containing the outdoor use shall meet the minimum

design standards applicable to off-street parking facilities as specified in Section 18.72.060 (Parking Design and Development Standards).

D. Accessory Uses.

1. In all industrial zoning districts, retail, personal service, recreation, restaurants, and other similar uses are permitted as an accessory use provided the following conditions are met:
 - a. The use is conducted within the building occupied by the primary use; and
 - b. The use is to serve only employees and guests of the primary use; and
 - c. The use is limited to no more than three thousand square feet or ten percent of the floor area of the primary use, whichever is less.
2. Tasting rooms associated with a brewery, winery, or other alcoholic beverage production facility are allowed in industrial zoning districts as specified in Table 18.26-1.

18.26.030 - Development standards.

- A. General. Table 18.26-2 identifies development standards that apply in the industrial zoning districts.

Table 18.26-2: Industrial Zoning District Development Standards

	CI	IO	IC	IL	IG	Additional Standards
Site Requirements						
Lot Area, Minimum	20,000 sq. ft.	40,000 sq. ft.	5 acres	20,000 sq. ft.	20,000 sq. ft.	
Lot Width, Minimum	100 ft.	100 ft.	300 ft.	100 ft.	150 ft.	
Lot Depth, Minimum	100 ft.	100 ft.	300 ft.	100 ft.	100 ft.	
Floor Area Ratio, Maximum	0.5/0.6 [1]	0.6	0.5	0.6	0.6	
Building Coverage,	60%	40%	40%	50%	60%	

Maximum						
Structure Requirements						
Setbacks, Minimum [2]						Chapter 18.56
Front	30 ft.	40 ft.	50 ft.	30 ft.	30 ft.	
Rear	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	
Interior Side	10 ft.	10 ft.	25 ft.	10 ft.	15 ft.	
Street Side	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	
Height, Maximum	4 stories or 55 ft., whichever is less	35 ft.	50 ft.	50 ft.	50 ft.	18.56 18.26.030.B

Notes:

[1] An FAR of 0.6 is allowed for industrial uses. An FAR of 0.5 is allowed for non-industrial land uses.

[2] Where a property abuts a residential zoning district or residential land use designation, the property shall comply with increased setbacks, upper story setbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

~~B. Residential Transition Standards. Where a property in an industrial zoning district abuts a residential zoning district, projects shall comply with increased setbacks, upper story setbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).~~

~~CB.~~ Cul-De-Sac Lot Width. In all industrial zoning districts except for the IC zoning district, the minimum width of a cul-de-sac lot is eighty feet as measured along the radius of the front property line.

D. Joint Access Agreement — IL, IG Zoning Districts. For parcels of less than forty thousand square feet in area, a joint mutual access agreement between adjoining parcels shall be required for reasonable vehicular and pedestrian passage.

Section 6. Section 18.40.050 (Development Standards) of Chapter 18.40 (Alternative Standards for Medium Density Residential Development) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

- A. General. Minimum lot sizes and dimensions for specific housing types are shown in Table 18.40-2. Lot sizes, dimensions, coverage limits, and setback standards may vary based on the use within the specified zoning district.

Table 18.40-2: Medium Density Residential Development Standards

	Housing Type					
	Duet	Courtyard	SFD	TH	Duplex	Multi
Lot Area (min sq. ft.) [1] [2]	3,000	1,920— 2,999	4,500— 5,500	1,440— 3,999	6,000	6,000
Lot Width (min)	30 ft.	24 ft.	40 ft.	24 ft.	60 ft.	60 ft.
Lot Depth (min)	85 ft.	60 ft.	80 ft.	60 ft.	85 ft.	85 ft.
Lot Coverage (max) [3]	50%	45%	N/A	55%	1 story: 40% 2+ story: 50%	60%
Floor Area Ratio (max)	N/A	N/A	52%	N/A	N/A	N/A
Height	See base zoning district See 18.40.050.B See base zoning district <u>See base zoning district</u>					
Setbacks						
Front [4]	10 ft.	N/A	15 feet	N/A	20 ft.	15
Interior Side	3 ft. [5]	5 ft. [7]	4 ft. [6]	N/A	5 ft. [7]	5 ft.
Street Side	6 ft.	5 ft.	8 ft.	5 ft.	10 ft.	15 ft.
Rear	10 ft.	N/A	15 ft.	N/A	15 ft.	20 ft.

Notes:

- [1] Subject to the density requirements specified in the General Plan.
- [2] Standards are for individual lots and not for the subdivision as a whole.
- [3] Lot coverage limits apply to individual, subdivided parcels and to accessory structures as well as the primary residential structure on the site. Development in the RAL and RAM zoning districts is also subject to an aggregate lot coverage limit for the entire subdivision. See Section 18.18.060.A.
- [4] Additional requirements apply for street-facing garages. See Section 18.40.070.H.7.
- [5] A reduced setback (as low as zero feet) is acceptable on one side yard; provided, that the sum of both side yard setbacks is at least six feet and one setback is at least four feet.
- [6] A reduced setback (as low as zero feet) is acceptable on one side yard; provided, that the sum of both side yard setbacks is at least eight feet.
- [7] A reduced setback (as low as zero feet) is acceptable on one side yard; provided, that the sum of both side yard setbacks is at least ten feet.

~~B. Townhouse Height.~~

- ~~1. The maximum building plate height of a townhouse is thirty feet. Building plate height is measured as the vertical distance from the average contact ground level at the front wall of the building to the plate line of the exterior walls which is the horizontal plane where the exterior walls meet the roof rafters or trusses~~
- ~~2. Roof elements with a minimum 5:12 roof pitch may exceed the building plate height by up to eight feet.~~

Section 7. Table 18.44-2 (Minimum Accessory Structure Setbacks) of Section 18.44.030 (Accessory Structures in Residential Zoning Districts) of Chapter 18.44 (Accessory Structures and Uses) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

Table 18.44-2: Minimum Accessory Structure Setbacks

Accessory Structure	Minimum Setbacks from Property Lines	
	Front	Side and Rear
Roofed structures such as detached garages and sheds and open, unroofed structures such as decks		

and trellises		
Height 12 ft. or less	Same as <u>minimum</u> primary structure <u>setback</u>	5 ft.
Height greater than 12 ft.		Same as <u>minimum</u> primary structure <u>setback</u>
Mechanical equipment and mechanical equipment enclosures		50 percent of minimum primary structure setback
Patios and Decks [2]		
Height 18 in. or less (<u>unroofed only</u>)	5 ft.	1 ft.
Height greater than 18 in. and less than 6 ft.	15 ft.	5 ft.
Height <u>greater than</u> 6 ft. to 12 ft.	20 ft. <u>or same as</u> <u>minimum primary</u> <u>structure setback,</u> <u>whichever is less</u>	12.5 ft. <u>or same as</u> <u>minimum primary</u> <u>structure setback,</u> <u>whichever is less</u>
In ground pools, spas and hot tubs	Same as <u>minimum</u> primary structure <u>setback</u>	4 ft.
Above ground pools, spas, hot tubs and related equipment, accessories, and improvements	Same as <u>minimum</u> primary structure <u>setback</u>	5 ft.
Ponds less than 18 in. in depth	10 ft.	1 ft.
Fireplaces, barbeque structures, statuary and fountains [1]		
Height 8 ft. or less	3 ft.	3 ft.

Height 8 ft. to 12 ft.	5 ft.	5 ft.
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Notes:

[1] All openings for freestanding fireplaces and built-in barbeques shall meet all Uniform Building Code and Uniform Fire Code requirements.

[2] Height measured from ground to walking surface.

Section 8. Chapter 18.52 (Fences and Walls) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

Chapter 18.52 - FENCES AND WALLS

18.52.010 - Purpose and applicability.

This chapter establishes standards for fences and walls that apply in all zoning districts. For the purposes of this Title, the term “fence” includes fences or walls. Walls that are required by a mitigation measure and designed and approved through a discretionary permit for noise attenuation are exempt from this Chapter.

18.52.020 - Required permits and approvals.

- A. No Planning Permit Required. Fences and walls consistent with this chapter are permitted by-right without the requirement to obtain any planning permit unless otherwise stated.
- B. Building Permit. Fences and walls may require a building permit as required by California Building Code.
- C. Encroachment Permit. A fence or wall in the public right-of-way requires approval of an encroachment permit consistent with Municipal Code Chapter 12.08 (Excavation and Encroachment).
- D. Minor Exception. The community development director may grant a minor exception to increase the maximum permit height of a fence or wall as described in Section 18.52.050 (Exceptions to Height Limits).

18.52.030 - Measurement of fence and wall height.

- A. Measurement of Height. The height of a fence or wall is measured from the finished grade at the base of the fence or wall to the top edge of the fence or wall.
- B. Fences on Retaining Walls. If a fence or wall is atop a retaining wall, the height of the fence or wall shall be determined exclusive of the height of the retaining wall such that the top of the retaining wall is considered the finished grade~~the fence height is measured from the base of the fence.~~

- C. Different Finished Grades. If the adjacent finished grade is different on opposite sides of a fence or wall, the height is measured from the side with the lowest finished grade to the highest point on the fence or wall.

18.52.040 - Height limits.

- A. Maximum Height. Fences and walls may not exceed the maximum height shown in Table 18.52-1 and Figure 18.52-1 except as allowed by Section 18.52.050 (Exceptions to Fence Height Limit).

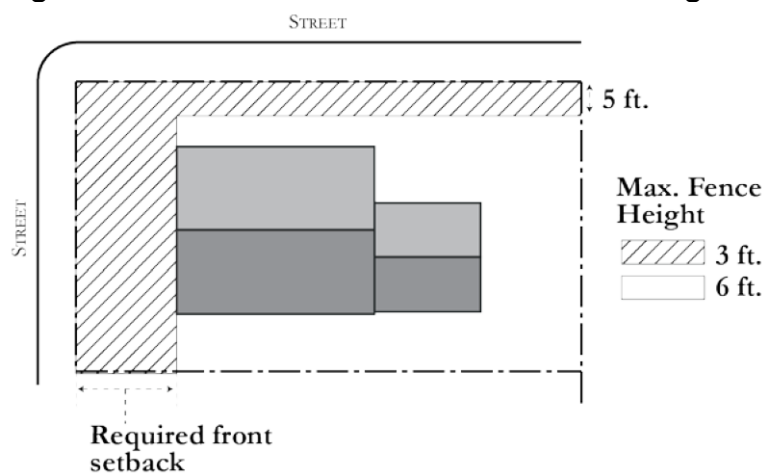
Table 18.52-1: Maximum Fence and Wall Height

Fence and Wall Height	Maximum Height
Fence in front setback area	3 ft.
Fence within 5 ft. of street side property line	3 ft.
Fence within all other areas of a lot	6 ft. [1]

Notes:

- [1] An additional one foot of fence height up to a maximum of seven feet is permitted for lattice work and other decorative features uniformly open to the passage of light and air.

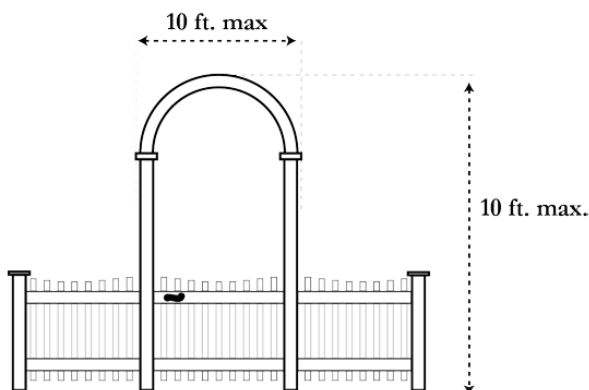
Figure 18.52-1: Maximum Fence and Wall Height



- B. Decorative Features. A decorative arch, gate, trellis or other entry feature located along a street frontage may exceed the height limit shown in Table 18.52-1. Decorative features shall be limited to ten feet in width and ten feet in height. Only one decorative feature is permitted per street frontage. See Figure 18.52-2.

- C. Clear Triangle. Walls and fences shall comply with clear triangle requirements in Section 18.92.080 (Intersection Site Distance).

Figure 18.52-2: Decorative Entry Features



18.52.050 - Exceptions to height limits.

The community development director may approve a minor exception (Section 18.108.070) to allow an increase to the maximum permitted height of a fence or wall as described below.

- A. Open Space and Residential Estate Zoning Districts.
 1. Within the open space and residential estate zoning districts, the community development director may grant a minor exception to increase the maximum height of a fence in the front setback area to a maximum six feet in height.
 2. This exception applies only to open, wrought iron or decorative fences that are at least seventy percent open to the passage of light and air.
 3. Chain link, chain link with wood or vinyl slats, solid board fences, or any other type of view obstructing fencing may not exceed three feet in height in the front setback area.
- B. All Zoning Districts. The community development director may grant a minor exception to increase the maximum height of a fence or wall by two feet in the front setback area and one foot behind the front setback line in the following cases:
 1. The topography of sloping sites or a difference in grade between adjoining sites warrants such increase in height to maintain privacy, security, or effectiveness of screening.
 2. A property is located adjacent to public parks, other public spaces or adjacent to private common area parks and open space where an increase in fence or wall height would not unreasonably affect desirable views or vistas or the open space value of abutting sites.

18.52.060 - Materials.

The following fence and wall materials and types are prohibited unless otherwise approved by the planning commission:

- A. Residential zoning districts: Barbed wire, razor wire, chain link, sheet metal, and electric fences.
- B. Commercial zoning districts: Chain link and sheet metal fences. Barbed wire, razor wire and electric fences within the front setback area or where a property abuts a residential zoning district or residential land use designation.
- C. Industrial zoning districts: Barbed wire, razor wire, chain link, sheet metal and electric fences within the front setback area.

18.52.070 - Nonconforming fences and walls.

See Chapter 18.68 (Nonconforming Uses and Structures).

18.52.080 – Special fence and wall requirements

- A. Fence and Wall Design. Fences and walls shall be constructed of attractive, long-lasting materials (e.g., masonry, wood, tubular steel, fiberglass, or stone). Walls shall consist of a decorative design and/or be screened with landscaping.
- B. Public Frontage Fencing of Nonresidential and Multi-Family Projects. Where fencing is proposed along public frontages of nonresidential and multi-family projects, such fencing shall be open view unless otherwise required to be solid for noise attenuation. Open view fencing shall also be required when located adjacent to open space areas.
- C. Screening of Outdoor Storage. Outdoor storage shall be fenced or screened from view. Such screening shall utilize enclosures including, but not limited to, fences, walls, landscaping, or earthen berms. Screening shall be visually compatible with the primary buildings and landscape on the property.
- D. Screening for Commercial or Industrial Uses Adjacent to Residential Zones. Commercial and industrial uses shall be screened from adjacent residential zones by a decorative or landscaped masonry wall with a minimum height of seven (7) feet to screen the commercial or industrial use. This requirement is not intended to preclude the development of pedestrian/bicycle access points between commercial and residential.
- E. Screening of Loading Docks and Refuse Areas. Loading docks and refuse storage areas shall be screened from public view, adjoining public streets and rights-of-way, and residentially zoned areas. The method of screening shall be architecturally compatible with other on-site development in terms of colors and materials.

F. Maintenance. Fences and walls shall be continuously maintained in an orderly and good condition.

Section 9. Section 18.56.040 (Lot Coverage Exceptions) of Chapter 18.56 (Height, Setback and Lot Coverage Exceptions) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

The community development director may ~~decrease~~increase the maximum lot coverage requirement by up to ten percent with the approval of a minor exception. See Section 18.108.070 (Minor Exception).

Section 10. Section 18.68.070 (Nonconforming Structures) of Chapter 18.68 (Nonconforming Uses and Structures) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

This section identifies allowed modifications to nonconforming structures, summarized in Table 18.68-1.

Table 18.68-1: Allowed Modifications to Nonconforming Structures

Project Affecting a Nonconforming Structure	Permit Required [1]
Nonstructural repairs, maintenance, and interior alterations	None
Structural repairs, modifications, and additions that do not alter or affect the nonconforming aspect of the structure	None
Structural repairs, modifications, and additions that alter or affect the nonconforming aspect of the structure	Design Permit
Structural repairs, modifications, and additions that increase or exacerbate the nonconforming aspect of the structure	Variance <u>Conditional Use Permit</u>
Reconstruction of an involuntarily damaged or destroyed residential structure	Design Permit

Notes:

[1] The proposed project may require permits and approvals for other reasons not related to its nonconforming status. For example, additions or enlargements to a single-family dwelling often requires a design permit.

A. Alterations Permitted By-Right.

1. Maintenance, nonstructural repairs, and nonstructural interior alterations to any portion of a nonconforming structure are permitted if the changes and improvements do not enlarge or extend the structure.
 2. Structural modifications to a nonconforming structure that do not alter or affect the nonconforming aspect of the structure are permitted. For example, an addition to a structure with a non-conforming setback is permitted if no structural changes are made to the portion of the structure projecting into the required setback, and if the addition complies with all setback, height, floor area ratio, and other applicable development standards.
- B. Alterations Requiring a Design Permit.
1. Structural repairs and improvements that affect the nonconforming aspect of a nonconforming structure are allowed with a design permit if the improvement does not increase or exacerbate the nonconformity. For example, structural repairs to a building wall within a required setback are permitted with a design permit if the wall is not moved closer to the property line and the length of the wall within the required setback is not increased.
 2. To approve such an alteration, the community development director shall make all design permit findings (Section 18.108.040) in addition to the findings in Section 18.68.080 (Findings).
- C. Alterations Requiring a ~~Variance~~ Conditional Use Permit
1. Alterations to a non-conforming structure that increase or exacerbate the nonconformity requires a ~~variance~~ conditional use permit. For example, a remodel that increases the length of an existing building wall located within a required setback is allowed only with the approval of a ~~variance~~ conditional use permit.
 2. To approve such an alteration, the planning commission shall make all variance findings (Section 18.108.100) in addition to the findings in Section 18.68.080 (Findings).
- D. Damage or Destruction. Except as allowed by Subsection E below, a nonconforming structure damaged or destroyed for any reason shall be brought into full compliance with the requirements of the zoning code if the cost of reconstruction exceeds fifty percent of its market value as determined by the county assessor on the last equalized assessment roll at the time of its destruction.
- E. Involuntary Damage or Destruction — Residential Structures.
1. If a legally established nonconforming building occupied by a residential use is damaged or destroyed by earthquake, fire, flood, or other calamity, the structure may be reconstructed as it existed and may be continued as a legal nonconforming structure with the approval of a design permit.
 2. "Reconstructed" means rebuilding a damaged or destroyed structure in a manner similar but not identical to the original structure. A reconstructed structure generally recreates the original building footprint, mass, and height,

but may deviate from design details such as architectural design and the arrangement of doors, windows, and rooflines.

3. The city may attach conditions of approval as necessary to protect the public health, safety and welfare, including requirements to reduce or eliminate previously existing nonconformities.
 4. Reconstruction of damaged or destroyed buildings may not increase or exacerbate previously existing nonconformities or create new nonconformities.
 5. The construction of the replacement structure must begin within twenty-four months of the date of the calamity which damaged or destroyed the structure.
- F. Moved Structures. A nonconforming structure that is moved to a new location shall conform to all standards of the applicable zoning district.
- G. Nonconforming Screening, Fences, and Landscaping.
1. Legally established nonconforming screening, fences, and landscaping may continue and remain except as required by Paragraph 2 below.
 2. For additions or renovations that increase by twenty-five percent or more the floor area or market value of one or more buildings on a property, any nonconforming screening, fences, and landscaping shall be brought into compliance with the requirements of the applicable zoning district.

Section 11. Chapter 18.115 (General Plan Amendments) of Title 18 (Zoning) is hereby to read as follows (additions in underline, deletions in ~~strikeout~~):

Chapter 18.115 – GENERAL PLAN AMENDMENTS

18.115.010 – Purpose.

This chapter establishes procedures for amending the General Plan text (e.g., goals, policies, or implementation programs) or to change the General Plan land use designation on any parcel(s).

18.115.020 – Initiation.

A General Plan Amendment may be initiated by motion of the Planning Commission or City Council, by application of property owner(s) of parcel(s) to be affected by the General Plan Amendment, or by recommendation of the Development Services Director to clarify text, address changes mandated by state law, maintain internal General Plan consistency, address boundary adjustments affecting land use designation(s), or for any other reason beneficial to the city.

18.115.030 Application.

An application for a general plan amendment shall be filed and reviewed in compliance with Chapter 18.104 (Common Permit Requirements). The application shall

include the information and materials required by the development services department, together with all required application fees. For amendments submitted by a resident, property owner, or business owner it is the responsibility of the applicant to provide evidence in support of the findings required by Section 18.115.060 (Findings for Approval).

18.115.040 – Planning commission hearing and action.

- A. General. The planning commission shall hold a public hearing on a proposed general plan amendment in compliance with Section 18.104.090 (Notice of Hearings).
- B. Recommendation of Approval. The planning commission may recommend to the city council the approval or conditional approval of the proposed general plan amendment, based upon the findings specified in Section 18.115.060 (Findings for Approval). The planning commission shall forward a written recommendation, and the reasons for the recommendation, to the city council within 90 days after the date the hearing was closed to the public. A recommendation for approval shall be made by a majority vote of the total membership of the planning commission.
- C. Denial. The planning commission may deny the proposed general plan amendment based upon the findings specified in Section 18.118.060 (Findings for Approval). For a land use diagram amendment, if the action of the planning commission is to recommend denial, the city council is not required to take further action on the proposed amendment unless an interested party requests a hearing in writing with the city clerk within ten days after the planning commission recommendation is filed with the city council.

18.115.050 – City council hearing and action.

- A. General. After receipt of the planning commission's recommendation to approve a proposed general plan amendment, the city council shall hold a public hearing on the proposal in compliance with Section 18.104.090 (Notice of Hearing).
- B. Approval or Denial. The city council may approve, conditionally approve, or deny the proposed general plan amendment based upon the findings specified in Section 18.115.060 (Findings for Approval).
- C. Finality of Action. The action by the city council shall be made by a majority vote of the total membership of the city council and shall be final and conclusive.
- D. Referral to Planning Commission. If the city council proposes to adopt a substantial modification to the general plan amendment not previously considered by the planning commission, the proposed modification shall be first referred to the planning commission for its recommendation.

- E. Failure to Report. The failure of the planning commission to report back to the city council within forty days after the reference, or within the time set by the city council, shall be deemed a recommendation of approval.

18.115.060 – Findings for approval.

The city council may approve a general plan amendment only if all of the following findings are made:

- A. The city council must find that the proposed amendment meets the letter and intent of the General Plan goals and policies.

18.115.070 – Effective date.

A General Plan Amendment becomes effective immediately following the approval of the resolution by the city council.

18.115.080 – Limitations on resubmittal after denial.

If the city denies a general plan amendment, the city may not accept an application for the same or substantially similar general plan amendment for one year following such denial, except in the following cases:

- A. Upon initiation by the city council or planning commission; or
- B. The application requests a different general plan land use designation than that previously requested.

18.115.090 – Frequency of amendment.

Pursuant to Government Code Section 65358, no mandatory element of the General Plan may be amended more frequently than four times during any calendar year. Subject to that limitation, an amendment may be made at any time and may include more than one change to the General Plan.

18.115.100 – Preliminary review.

- A. When Required. Prior to submittal of an application for a General Plan Amendment, an application must receive preliminary input from the planning commission on the proposed general plan amendment.
- B. Application. A preliminary review application for a proposed general plan amendment shall be submitted with the development services department in accordance with Chapter 18.104 (Common Permit Requirements). The application shall include, at a minimum, the following information and materials:

1. A statement describing the proposed project and how it complies with the findings required for the approval of a general plan amendment in Section 18.115.060 (Findings for Approval).
 2. Project plans, diagrams, and graphics as needed to illustrate the overall development concept, including proposed land uses, buildings, circulation, open space, and any other significant elements in the project.
- C. Public Hearing. The planning commission shall consider the preliminary review application and a public hearing noticed in accordance with Section 18.104.090 (Notice of Hearing).
- D. Preliminary input.
1. The planning commission shall provide preliminary input on project compliance with findings required for the approval of a General Plan Amendment in Section 18.115.060 (Findings for Approval).
 2. Planning commission input shall not be construed as a recommendation for approval or denial of the project. Any recommendation to the applicant is advisory only and shall not be binding on either the applicant or the city.

Section 12. Subsection G of Section 18.128.020 (Definitions) of Chapter 18.128 (General Terms) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

G. "G" Terms.

1. Garage, Private. An attached or detached accessory ~~dwelling-structure~~ on a lot developed with a residential dwelling used by residents for the storage of passenger vehicles, and other vehicles and equipment permitted on the lot.
2. Garage, Public. A structure other than a private garage used for the storage, sale, hire, or care of motor vehicles.
3. General Plan. The general plan of the city of Morgan Hill, California.
4. Guest House. A building containing living space that is heated/cooled, with a full bath, without kitchen facilities, and used to house occasional visitors or nonpaying guests of the occupant of the primary dwelling unit. A guest house with a kitchen facility is considered a secondary dwelling unit.

Section 13. 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 14. Effective Date; Posting. This Ordinance shall take effect on _____, 20____. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

This ordinance was introduced at a meeting of the City Council held on the _____ day of _____, 20____, and adopted at a meeting held on the _____ day of _____, 20____, and said ordinance was duly passed and adopted in accordance with law by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

APPROVED:

IRMA TORREZ, City Clerk

RICHARD CONSTANTINE, Mayor

CERTIFICATE OF THE CITY CLERK

I, **IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA**, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the _____ day of _____, 2020.

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

DATE: _____

IRMA TORREZ, City Clerk

RESOLUTION NO. 20-13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MORGAN HILL RECOMMENDING APPROVAL OF ZONING AMENDMENT ZA2020-0001: MUNICIPAL CODE AMENDMENT AMENDING SECTION 8.28.040 (ENUMERATION OF UNLAWFUL NOISES) OF CHAPTER 8.28 (NOISE) OF TITLE 8 (HEALTH AND SAFETY) AND AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES; AMENDING CHAPTER 18.52 (FENCES AND WALLS) OF TITLE 18 (ZONING) TO CLARIFY AND ESTABLISH DESIGN AND SCREENING REQUIREMENTS OF FENCES AND WALLS; AND TO ESTABLISH CHAPTER 18.115 (GENERAL PLAN AMENDMENTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL ESTABLISHING PROCEDURES FOR AMENDING THE GENERAL PLAN

WHEREAS, this proposed Ordinance (Zoning Amendment ZA2020-0001) was considered by the Planning Commission of the City of Morgan Hill at its regular meeting of November 10, 2020;

WHEREAS, the Planning Commission has reviewed recommendations contained in the November 10, 2020, staff report on this item;

WHEREAS, the amendments proposed by this Ordinance are necessary to correct clerical errors and inconsistencies in the Municipal Code as well as establish procedures for amending the General Plan;

WHEREAS, this ordinance is exempt from environmental review pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, as the proposed text amendments to the Morgan Hill Zoning Code is not a project with potential for causing a significant effect on the environment requiring California Environmental Quality Act (CEQA) analysis; and

WHEREAS, testimony received at a duly noticed public hearing, along with exhibits and other materials have been considered in the review process.

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

SECTION 1. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by Government Code Section 65860.

The proposed text amendment is consistent with the General Plan in that it corrects clerical errors and inconsistencies found in the Code, as well as establishes procedures for General Plan Amendments.

SECTION 2. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

The proposed text amendment consists of correcting clerical errors and inconsistencies found in the Code, as well as establishes procedures for General Plan Amendments, and, therefore, will not be detrimental to the City.

SECTION 3. The proposed amendment is internally consistent with other applicable provisions of the zoning code.

The proposed revisions corrects existing inconsistencies in the Code, and, therefore, are internally consistent with the overall zoning code.

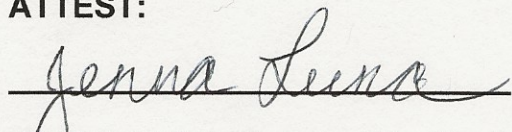
SECTION 4. The Planning Commission hereby recommends approval of changes to the text of the Morgan Hill Municipal Code amending Section 8.28.040 (Enumeration of Unlawful Noises) of Chapter 8.28 (Noises) of Title 8 (Health and Safety) and amending various Code provisions within Title 18 (Zoning) as well as establishing Chapter 18.115 (General Plan Amendments) of Title 18 (Zoning) of the Municipal Code which are shown by strike-out text for deletions and underline text for additions as described in the attached Exhibit "A", and by this reference incorporated herein.

PASSED AND ADOPTED THIS 10th DAY OF NOVEMBER 2020, AT A REGULAR MEETING OF THE PLANNING COMMISSION BY THE FOLLOWING VOTE:

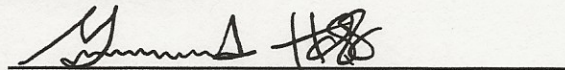
AYES:	COMMISSIONERS:	HABIB, KUMAR, MUELLER, TANDA, GONZALEZ-ESCOTO, MUNOZ-MORRIS
NOES:	COMMISSIONERS:	NONE
ABSTAIN:	COMMISSIONERS:	NONE
ABSENT:	COMMISSIONERS:	DOWNEY

City of Morgan Hill
Resolution No. 20-13
Page 3 of 4

ATTEST:


JENNA LUNA, Deputy City Clerk

APPROVED:



MOHAMMAD HABIB, Chair

Date: 11/13/2020

EXHIBIT A

Zoning Amendment ZA2020-0001

ORDINANCE NO. , NEW SERIES

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL AMENDING SECTION 8.28.040 (ENUMERATION OF UNLAWFUL NOISES) OF CHAPTER 8.28 (NOISE) OF TITLE 8 (HEALTH AND SAFETY) AND AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING CODE) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES; AMENDING CHAPTER 18.52 (FENCES AND WALLS) OF TITLE 18 (ZONING) TO CLARIFY AND ESTABLISH DESIGN AND SCREENING REQUIREMENTS OF FENCES AND WALLS; AND TO ESTABLISH CHAPTER 18.115 (GENERAL PLAN AMENDMENTS) OF TITLE 18 (ZONING CODE) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL ESTABLISHING PROCEDURES FOR AMENDING THE GENERAL PLAN

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

Section 1. Subsection D of Section 8.28.040 (Enumeration of Unlawful Noises) of Chapter 8.28 (Noise) of Title 8 (Health and Safety) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

D. ~~1. —~~ Construction ~~a~~Activities ~~as limited below.~~

1. "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 chief 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 chief 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 chief 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 work projects are exempt from this section and the public works director shall determine the hours of construction for public works projects.
 - ~~e. Until November 30, 1998, construction activities shall be permitted between the hours of ten a.m. to six p.m. on Sundays, subject to the following conditions. No power-driven vehicles, equipment or tools may be used during construction activities, except on the interior of a building or other structure which is enclosed by exterior siding (including windows and doors) and roofing, and which windows and doors are closed during construction activities. Construction activities must be situated at least one hundred fifty feet from the nearest occupied dwelling. No delivery or removal of construction material to a site, or movement of construction materials on a site, is permitted. No activity, including but not limited to the playing of radios, tape players, compact disc players or other devices, which creates a loud or unusual noise which offends, disturbs or harasses the peace and quiet of the persons of ordinary sensibilities beyond the confines of the property from which the sound emanates is allowed.~~
2. If it is determined necessary in order to ensure compliance with this section, the chief building official may require fences, gates or other barriers prohibiting access to a construction site by construction crews during hours in which construction is prohibited by this subsection. The project manager of each project shall be responsible for ensuring the fences, gates or barriers are locked and/or in place during hours in which no construction is

allowed. This subsection shall apply to construction sites other than public works projects or single dwelling units which are not a part of larger projects.

Section 2. Subsection A of Section 18.18.020 (Land Use Regulations) of Chapter 18.18 (Residential Attached Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

- A. Permitted Land Uses. Table 18.18-1 identifies land uses permitted in the residential attached zoning districts.

Table 18.18-1: Permitted Land Uses — Residential Attached Zoning Districts

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required — Use not allowed	Zoning District			Additional Regulations
	RAL	RAM	RAH	
Residential Uses				
Accessory Dwelling Units	P [2]	P [2]	P [2]	Chapter 18.84
Duets and Duplexes	P	P	P	
Group Housing	C [1]	C	C	
Multi-Family Dwellings	P	P	P	
Nursing Homes and Long-Term Care	C	C	C	
Residential Care Facilities	C	C	C	
Residential Care Facilities, Small	P	P	P	
Single-Family Attached Dwellings	P	P	P	
Single-Family Detached Dwellings	P [32] , <u>43</u>	P <u>[43]</u>	P <u>[43]</u>	

Public and Quasi-Public Uses				
Community Assembly	C	C	C	
Cultural Institutions	C	C	C	
Day Care Centers	C	C	C	
Home Day Care, Large and Small	P	P	P	
Parks and Recreational Facilities [54]	C	C	C	
Public Safety Facilities	C	C	C	
Schools, Public and Private	C	C	C	
Transportation, Communication, and Utility Uses				
Wireless Communication Facilities	See Chapter 18.96			
Other Uses				
Accessory Uses and Structures	See Chapter 18.44			
Home Occupations	See Section 18.92.060			
Temporary Uses and Structures	See Section 18.92.150			
Urban Agriculture				
Home Gardens	P	P	P	
Community Gardens	A	A	A	
Urban Farms	C	C	C	

Notes:

[1] Limited to no more than eight residents.

~~[2] Permitted only on lots occupied by one existing or proposed detached single-family home.~~

[32] Up to twenty-five percent of homes within a development project may be small-lot single family homes with a maximum lot area of three thousand five hundred square feet.

[43] Permitted only on a lot of record existing prior to July 7, 2018.

[54] Park and recreational facilities accessory to a residential use (e.g., a clubhouse serving a residential subdivision) are permitted by right.

Section 3. Chapter 18.22 (Mixed Use Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

Chapter 18.22 - MIXED USE ZONING DISTRICTS

18.22.010 - Purpose of the mixed use zoning districts.

- A. General. The purpose of the mixed use zoning districts is to provide for active and inviting destinations in Morgan Hill with a diversity of residential and commercial land uses. In the mixed use zoning districts the design of development supports a welcoming, pedestrian-friendly public realm. A diversity of local and independent businesses, recreational amenities, and public spaces meet the needs of residents, workers, and visitors. New development respects Morgan Hill's history and reflects its unique small-town feel. The diversity of land uses, pedestrian-friendly development, and general level of activity in the mixed use zoning districts supports a range of transportation choices, including walking, biking, and transit.
- B. Specific.
 1. Downtown Mixed Use (MU-D). The purpose of the Downtown Mixed Use (MU-D) zoning district is to preserve and enhance Downtown as the heart of Morgan Hill and the center of the community. New development supports a walkable Downtown district with active storefronts and a diversity of commercial, residential, and public uses. The intensity of residential uses enhances economic vitality, increases housing options for residents of all ages, and support a vibrant and diverse destination for residents and visitors. The MU-D zoning district implements the community's vision for Downtown Morgan Hill as described in the Downtown Specific Plan.
 2. Neighborhood Mixed Use (MU-N). The purpose of the Neighborhood Mixed Use (MU-N) zoning district accommodates a range of residential and

commercial land uses in close proximity to Downtown. A range of housing types provide residents with affordable housing options and increase opportunities to live close to stores, services, jobs, and transit. The MU-N zoning district provides a transition from the higher intensity uses in the Downtown Core to lower density residential neighborhoods.

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

18.22.020 - Land use regulations.

- A. **Permitted Land Uses.** Table 18.22-1 identifies land uses permitted in the MU-N and MU-F zoning districts. For permitted land uses in the MU-D zoning district, see Figure 8 in the Downtown Specific Plan.

Table 18.22-1: Permitted Land Uses — MU-N and MU-F Zoning Districts

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required — Use not allowed	Zoning District		Additional Regulations
	MU-N	MU-F	
Residential Uses			Section 18.22.030
Accessory Dwelling Units	P- 1	P- 1	Chapter 18.84
Duets and Duplexes	P	C	
Group Housing	C	C	
Live/Work Unit	A	A	
Mixed Use Residential	P	P	
Multi-Family Dwellings	P	C	

Nursing Homes and Long-Term Care	C	C	
Residential Care Facilities	C	C	
Residential Care Facilities, Small	P	P	
Senior Housing, Independent Living	P	C	
Single-Family Attached Dwellings	P	C	
Single-Family Detached Dwellings	P <u>1</u>	C	
Public and Quasi-Public Uses			
College and Trade Schools	P	P	
Community Assembly	C	C	
Cultural Institutions	A	A	
Day Care Centers	C	C	
Emergency Shelters	—	C	Section 18.92.050
Government Offices	A	A	
Home Day Care, Large <u>and Small</u>	C <u>P</u>	C <u>P</u>	
Home Day Care, Small	P	P	
Hospitals	C	C	
Instructional Services	P	P	
Medical Offices and Clinics	P	P	
Parks and Recreational Facilities	P	P	
Public Safety Facilities	C	C	

Schools, Public and Private	C	C	
Social Services	—	C	
Commercial Uses			
Animal-Related Users			
Veterinarian Clinics and Hospitals	C	C	
Banks and Financial Institutions	P	P	
Business Support Services	P	P	
Cinemas and Theaters	A	A	
Commercial Recreation, Indoor			
≤ 15,000 sq. ft.	P	P	
> 15,000 sq. ft.	C	C	
Drive-Through Facilities	C	C	18.92.040
Eating and Drinking Uses			
Bars and Nightclubs	C	C	
Restaurant, Fast Food	P	P	
Restaurants, Sit Down	P	P	
Tasting Rooms	P	P	
Farmers Markets	A	A	
Lodging Facilities			
Bed and Breakfast	A	A	

Hotels and Motels	C	C	
Personal Services	P	P	
Professional Offices	P	P	
Retail			
Convenience Market	A	A	18.92.030
General Retail	P	P	
Vehicle-Related Uses			
Fuel and Service Stations	—	C	
Vehicle Rentals	—	C	
Vehicle Washing	—	C	
Industrial Uses			
Food and Beverage Production			
< 5,000 sq. ft. [3]	P	P	
5,000 sq. ft. to 10,000 sq. ft. [3]	C	C	
Transportation, Communication, and Utility Uses			
Parking Lots or Structures [2]	C	C	
Recycling Facilities			
Reverse Vending Machines	—	C	
Transportation Terminals	—	—	

Wireless Communications Facilities	See Chapter 18.96	
Other Uses		
Accessory Uses	See Chapter 18.44	
Home Occupations	See Section 18.92.060	
Temporary Uses	See Section 18.92.150	

Notes:

[1] Permitted only on a lot of record existing prior to July 7, 2018.~~Permitted only on lots with one existing or proposed new detached single family dwelling.~~

[2] When proposed as a primary use.

[3] On-site wholesale or retail sales required.

- B. Replacement Housing. Any proposed project that would replace existing rental housing occupied by a low or moderate-income household with commercial development or higher density residential uses shall comply with Municipal Code Chapter 15.30 (Replacement Housing).
- C. Additional Permits. In addition to permits identified in Table 18.22-1, development projects in the mixed use zoning districts may also require a design permit pursuant to Section 18.108.040 (Design Permits). Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60 (Historic Resources).
- D. Residential Building Allotments. All residential development must comply with the voter-approved residential development control system (RDCS) as established in Chapter 18.78 (Residential Development Control System). The RDCS requires proposed residential projects to first receive residential building allotments before applying for land use entitlements. Section 18.78.050.C (Exemptions from Allotments) identifies types of residential projects exempt from the requirement to obtain residential building allotments.

18.22.030 - Residential and mixed use in the MU-F zoning district.

Residential and residential mixed use is not allowed in the MU-F zoning district until the completion of a master plan for the Monterey Corridor.

18.22.040 - Development standards.

- A. General. Table 18.22-2 identifies development standards that apply in the mixed zoning districts.

Table 18.22-2: Development Standards in Mixed Use Zoning Districts

	MU-D	MU-N	MU-F	Additional Standards
Site Requirements				
Lot Area, Minimum	3,500 sq. ft.	6,000 sq. ft.	6,000 sq. ft.	
Lot Width, Minimum	40 ft.	60 ft.	60 ft.	
Lot Depth, Minimum	80 ft.	100 ft.	100 ft.	
Floor Area Ratio, Maximum	2.0 [1]	1.0	0.5	
Residential Density				
Minimum	None	8 du/acre	7 du/acre	
Maximum	None	20 du/acre	24 du/acre	
Building Coverage, Maximum	None	75%	50%	
Structure Requirements				
Setbacks	See Table 18.22-3			18.56.030
Height, Maximum	3 stories and 45 ft. [2]	35 ft. [3,4]	35 ft. [3]	18.56.020

Notes:

[1] 2.25 FAR permitted on sites 22,000 sq. ft. or more.

[2] Four stories and 55 ft. permitted on sites 22,000 sq. ft. or more.

[3] 45 ft. permitted with a minimum of 10 ft. devoted to a roof element.

[4] 40 ft. allowed for vertical mixed use, regardless of roof form.

- B. Setbacks. Table 18.22-3 identifies setback standards that apply in the mixed zoning districts. Within each zoning district, setback standards for residential uses are different from setback standards for non-residential and mixed use development. See Figure 18.24.

Table 18.22-3: Setback Standards in Mixed Use Zoning Districts

	MU-D		MU-N		MU-F	
Setback	Res.	Non-Res. [1]	Res.	Non-Res. [1] [5]	Res.	Non-Res. [1] [5]
Front	Min: 6 ft. [2] Max: 15 ft.	Min: 0 ft. Max: 10 ft.	Min: 6 ft. [2] Max: 15 ft.	Min: 0 ft. [3] Max: 10 ft.	Min: 15 ft. [2] Max: None	Min: 10 ft. [4] Max: None
Rear, Min.	0 ft.	10 ft.	0 ft.	10 ft.	20 ft.	10 ft.
Interior Side, Min.	5 ft.	0 ft.	5 ft.	0 ft.	5 ft.	0 ft.
Street Side, Min.	6 ft.	0 ft.	6 ft.	0 ft.	10 ft.	10 ft. [4]

Notes:

[1] Includes mixed use buildings with residential uses above ground floor commercial.

[2] Residential porches and similar entry features may project five feet into the front setback. See Figure 18.22-1.

[3] Building wall must be setback a minimum of ten feet from the edge of curb. See Figure 18.22-2.

[4] Outdoor seating, courtyards, and other publicly-accessible spaces may project five feet into the front setback.

~~[5]C. Residential Transition Standards—MU-N and MU-F.~~ Where a property ~~zoned MU-N or MU-F~~ abuts a residential zoning district or residential land use designation, ~~the property projects~~ shall comply with increased setbacks, upper story stepbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

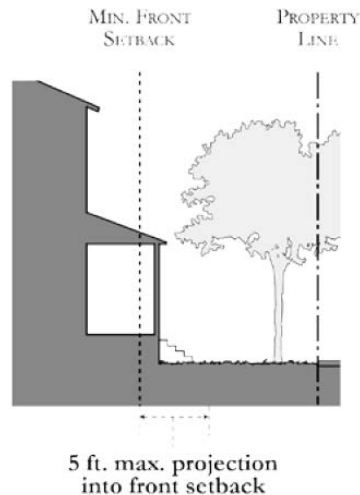
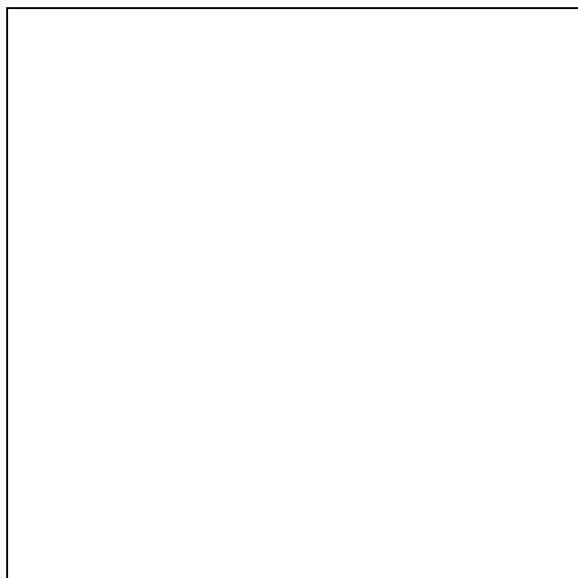


Figure 18.22-1: Permitted Projection Into Front Setback — Residential Uses

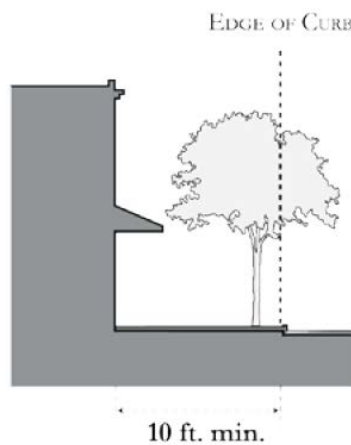
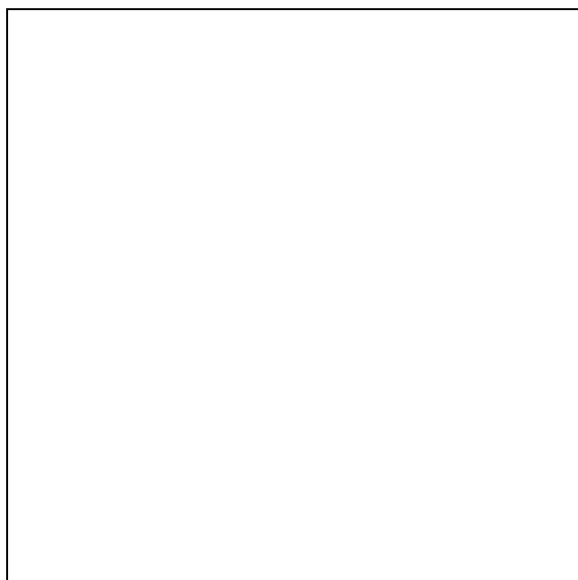


Figure 18.22-2: Minimum Setback From Curb — MU-N Zoning District

Section 4. Section 18.24.030 (Development Standards) of Chapter 18.24 (Commercial Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

- A. General. Table 18.24-2 identifies development standards that apply in the commercial zoning districts.

- B. Residential Transition Standards. Where a property zoned in a commercial zoning district abuts a residential zoning district, projects shall comply with increased setbacks, upper story setbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

Table 18.24-2: Development Standards in the Commercial Zoning Districts

	CO	CN	CG	CH	CS	Additional Standards
Site Requirements						
Lot Area, Minimum	6,000 sq. ft.	10,000 sq. ft.	10,000 sq. ft.	20,000 sq. ft.	10,000 sq. ft.	
Lot Width, Minimum	60 ft.	100 ft.	100 ft.	70 ft.	100 ft.	
Lot Depth, Minimum	100 ft.	100 ft.	100 ft.	125 ft.	100 ft.	
Building Coverage, Maximum	50%	50%	50%	40%	50%	
Structure Requirements						
Setbacks, Minimum [1]						18.56.030
Front	20 ft.	25 ft.	25 ft.	40 ft.	25 ft.	
Rear	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	
Interior Side	10 ft.	0 ft.	0 ft.	0 ft.	0 ft.	
Street Side	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	
Height,	3 stories or 30 ft.,	2½ stories or 30 ft.,	3 stories or 35 ft.,	4 stories or 55 ft.,	3 stories or 35 ft.,	18.24.030.B;

Maximum	whichever is less	whichever is less	whichever is less	whichever is less	whichever is less	18.56.020
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[1] Where a property abuts a residential zoning district or residential land use designation, the property shall comply with increased setbacks, upper story stepbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

Section 5. Chapter 18.26 (Industrial Zoning Districts) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

18.26.010 - Purpose of the industrial zoning districts.

- A. General. The purpose of the industrial zoning districts is to provide locations to maintain and focus industrial development in economically and geographically strategic locations in Morgan Hill. Permitted land uses in the industrial zoning districts are limited to avoid potential conflicts that would adversely impact industrial activities. Development is designed to enhance the economic vitality of industrial areas and limit impacts on adjacent development.
- B. Specific.
 - 1. Commercial Industrial (CI). The purpose of the CI zoning district is to promote job-generating development of lands by allowing flexibility in the mix of industrial, office, and commercial uses that are compatible with existing development. Lodging uses (e.g., hotels) that support primary job generating uses within business districts are allowed.
 - 2. Light Office Industrial (IO). The purpose of the IO zoning district is to provide areas for mixed administrative and executive office uses in appropriate areas within the community.
 - 3. Campus Industrial (IC). The purpose of the IC zoning district is to provide an environment exclusively for and conducive to the development and protection of modern administrative facilities, research institutions and specialized manufacturing operations.
 - 4. Light Industrial (IL). The purpose of the IL zoning district is to provide areas for research, administrative, lighter manufacturing, wholesale and heavy service commercial uses not suitable in commercial districts.
 - 5. General Industrial (IG). The purpose of the IG zoning district is to provide areas for general industrial, manufacturing, wholesale and service uses needed by the city and region subject to regulations necessary to protect other nearby uses from hazards and noise and other disturbances.

18.26.020 - Land use regulations.

- A. Permitted Land Uses. Table 18.26-1 identifies land uses permitted in the industrial zoning districts.

Table 18.26-1 Permitted Land Uses in the Industrial Zoning Districts

Key P Permitted Use A Administrative Use Permit required C Conditional Use Permit required — Use not allowed	Zoning District					Additional Regulations
	CI	IO	IC	IL	IG	
Residential Uses						
Caretaker Quarters	—	—	—	C	C	
Public and Quasi-Public Uses						
Colleges and Trade Schools	C	C	C	C	C	
Community Assembly	C	—	—	C	C	
Instructional Services	A	—	—	—	—	
Medical Offices and Clinics	A	—	—	—	—	
Parks and Recreational Facilities	C	—	—	C	C	
Public Safety Facilities	C	—	—	C	C	
Commercial Uses						
Adult Businesses	—	—	P	P	P	18.92.020
Animal-Related Commercial Uses						
Animal Boarding	C	—	—	C	C	

Veterinarian Clinics and Hospitals	A	A	A	C	C	
Banks and Financial Institutions	C [4]	—	—	—	—	
Business Support Services	P	C	P	P	P	
Cinemas and Theaters	A	—	—	—	—	
Commercial Recreation, Indoor						
≤ 15,000 sq. ft.	P	C	C	C	C	
> 15,000 sq. ft.	C	C	C	C	C	
Eating and Drinking Uses						
Restaurants, Fast Food	C [4]	— [5]	— [5]	— [5]	— [5]	
Restaurants, Sit-Down	C [4]	— [5]	— [5]	— [5]	— [5]	
Tasting Rooms	P [6]	—	—	A [6]	A [6]	
Lodging Facilities						
Hotels and Motels	P	—	—	—	—	
Mini-Storage	—	—	—	C	C	18.92.100
Personal Service	C [4]	— [5]	— [5]	— [5]	— [5]	
Plant Nurseries	C	—	—	P	P	
Professional Offices	P	P	P	P	P	

Retail						
Building Materials	C	—	—	P	P	
Convenience Markets	C [4]	— [5]	— [5]	— [5]	— [5]	
General Retail	C [4]	— [5]	— [5]	— [5]	— [5]	
Home Improvement Centers	C	—	—	C	C	
Large Commodity Retail	C	—	—	C	C	
Vehicle-Related Uses						
Towing and Impound	—	—	—	C	P	
Vehicle Repair and Maintenance, Major	—	—	—	C	P	
Vehicle Repair and Maintenance, Minor	—	—	—	P	P [1]	
Wholesaling	P	—	—	P	P	
Industrial Uses						
Construction and Material Yards	C	C	C	P	P	18.36.030.C
Food and Beverage Production						
< 5,000 sq. ft. [7]	A [2]	A [2]	A [2]	P [2]	P [2]	
5,000 sq. ft. to 10,000 sq. ft. [7]	C [2]	C [2]	C [2]	P [2]	P [2]	
> 10,000 sq. ft.	C	C	C	P [2,8]	P [2,8]	

Manufacturing, Light	P	C [3]	C	P	P	
Manufacturing, General	—	—	—	—	C	
Research and Development	P	P	P	P	P	
Salvage and Wrecking	—	—	—	—	C	
<u>Vehicle Storage, Outdoor</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>C</u>	<u>C</u>	<u>18.52.080.B</u>
Warehousing and Distribution						
Warehousing and Distribution, Large	C	C [3]	C [3]	C	P	
Warehousing and Distribution, Small	C	C [3]	C [3]	P	P	
Warehousing and Distribution with Outdoor Storage	C	—	—	C	C	
Heavy Distribution	—	—	—	—	—	
Parcel Sorting Facilities	—	—	—	—	—	
Parcel Hub Small < 75,000 sq. ft.	—	—	—	—	—	
Parcel Hub Large > 75,000 sq. ft.	—	—	—	—	—	
Recycling Facilities						
Reverse Vending Machine	P	C	C	P	P	
Recycling Collection Facility	C	—	—	C	C	
Recycling Processing Facility	—	—	—	—	C	
Utilities, Major	—	—	—	C	C	

Wireless Communications Facilities	See Chapter 18.96				
Agriculture and Natural Resource Uses					
Crop Cultivation	—		—		
Other Uses					
Accessory Uses	See Chapter 18.44				
Temporary Uses	See Section 18.92.150				

Notes:

- [1] Retail sale of automotive products allowed only when ancillary to a vehicle repair and maintenance use. Retail display areas for automotive products may not exceed twenty-five percent of the building floor area.
 - [2] Must be one hundred fifty feet or more from a residential zoning district, otherwise requires a CUP.
 - [3] Permitted only when ancillary to another permitted use.
 - [4] Allowed as a primary use only when the planning commission finds that the use supports the primary job-generating uses within a business park setting.
 - [5] Allowed when accessory to a permitted primary use subject to the limitations in Section 18.26.020.D (Accessory Uses).
 - [6] Allowed only when accessory to a brewery, winery, or other alcoholic beverage production facility. Tasting rooms must be located within the building occupied by the primary use and may not exceed five thousand square feet or ten percent of the gross floor area of the building, whichever is less.
 - [7] On-site wholesale or retail sales required.
 - [8] Conditional use permit required when the type of food being produced will emit a generally offensive odor. Examples include primary processing of seafood, coffee roasting, pickled foods, or processes involving primarily fat and oils.
- B. Additional Permits. In addition to permits identified in Table 18.26-1, development projects in the industrial districts may also require a design permit pursuant to Section 18.108.040 (Design Permits). Modifications to a historic resource may require a Historic Alteration pursuant to Chapter 18.60 (Historic Resources).
- C. Outdoor Uses.

1. In the IO zoning district, all uses shall be conducted wholly within a completely enclosed building. Outdoor uses are prohibited.
2. In all other industrial zoning districts, outdoor uses shall be screened from public view and the area containing the outdoor use shall meet the minimum design standards applicable to off-street parking facilities as specified in Section 18.72.060 (Parking Design and Development Standards).

D. Accessory Uses.

1. In all industrial zoning districts, retail, personal service, recreation, restaurants, and other similar uses are permitted as an accessory use provided the following conditions are met:
 - a. The use is conducted within the building occupied by the primary use; and
 - b. The use is to serve only employees and guests of the primary use; and
 - c. The use is limited to no more than three thousand square feet or ten percent of the floor area of the primary use, whichever is less.
2. Tasting rooms associated with a brewery, winery, or other alcoholic beverage production facility are allowed in industrial zoning districts as specified in Table 18.26-1.

18.26.030 - Development standards.

- A. General. Table 18.26-2 identifies development standards that apply in the industrial zoning districts.

Table 18.26-2: Industrial Zoning District Development Standards

	CI	IO	IC	IL	IG	Additional Standards
Site Requirements						
Lot Area, Minimum	20,000 sq. ft.	40,000 sq. ft.	5 acres	20,000 sq. ft.	20,000 sq. ft.	
Lot Width, Minimum	100 ft.	100 ft.	300 ft.	100 ft.	150 ft.	
Lot Depth, Minimum	100 ft.	100 ft.	300 ft.	100 ft.	100 ft.	
Floor Area Ratio,	0.5/0.6 [1]	0.6	0.5	0.6	0.6	

Maximum						
Building Coverage, Maximum	60%	40%	40%	50%	60%	
Structure Requirements						
Setbacks, Minimum [2]						Chapter 18.56
Front	30 ft.	40 ft.	50 ft.	30 ft.	30 ft.	
Rear	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.	
Interior Side	10 ft.	10 ft.	25 ft.	10 ft.	15 ft.	
Street Side	15 ft.	15 ft.	15 ft.	15 ft.	15 ft.	
Height, Maximum	4 stories or 55 ft., whichever is less	35 ft.	50 ft.	50 ft.	50 ft.	18.56 18.26.030.B

Notes:

[1] An FAR of 0.6 is allowed for industrial uses. An FAR of 0.5 is allowed for non-industrial land uses.

[2] Where a property abuts a residential zoning district or residential land use designation, the property shall comply with increased setbacks, upper story setbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).

~~B. Residential Transition Standards. Where a property in an industrial zoning district abuts a residential zoning district, projects shall comply with increased setbacks, upper story setbacks, and landscaping standards as specified in Section 18.92.130 (Residential Transition Standards).~~

~~CB.~~ Cul-De-Sac Lot Width. In all industrial zoning districts except for the IC zoning district, the minimum width of a cul-de-sac lot is eighty feet as measured along the radius of the front property line.

- D. Joint Access Agreement — IL, IG Zoning Districts. For parcels of less than forty thousand square feet in area, a joint mutual access agreement between adjoining parcels shall be required for reasonable vehicular and pedestrian passage.

Section 6. Section 18.40.050 (Development Standards) of Chapter 18.40 (Alternative Standards for Medium Density Residential Development) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

- A. General. Minimum lot sizes and dimensions for specific housing types are shown in Table 18.40-2. Lot sizes, dimensions, coverage limits, and setback standards may vary based on the use within the specified zoning district.

Table 18.40-2: Medium Density Residential Development Standards

	Housing Type					
	Duet	Courtyard	SFD	TH	Duplex	Multi
Lot Area (min sq. ft.) [1] [2]	3,000	1,920— 2,999	4,500— 5,500	1,440— 3,999	6,000	6,000
Lot Width (min)	30 ft.	24 ft.	40 ft.	24 ft.	60 ft.	60 ft.
Lot Depth (min)	85 ft.	60 ft.	80 ft.	60 ft.	85 ft.	85 ft.
Lot Coverage (max) [3]	50%	45%	N/A	55%	1 story: 40% 2+ story: 50%	60%
Floor Area Ratio (max)	N/A	N/A	52%	N/A	N/A	N/A
Height	See base zoning district See 18.40.050.B See base zoning district <u>See base zoning district</u>					
Setbacks						
Front [4]	10 ft.	N/A	15 feet	N/A	20 ft.	15
Interior Side	3 ft. [5]	5 ft. [7]	4 ft. [6]	N/A	5 ft. [7]	5 ft.

Street Side	6 ft.	5 ft.	8 ft.	5 ft.	10 ft.	15 ft.
Rear	10 ft.	N/A	15 ft.	N/A	15 ft.	20 ft.

Notes:

[1] Subject to the density requirements specified in the General Plan.

[2] Standards are for individual lots and not for the subdivision as a whole.

[3] Lot coverage limits apply to individual, subdivided parcels and to accessory structures as well as the primary residential structure on the site. Development in the RAL and RAM zoning districts is also subject to an aggregate lot coverage limit for the entire subdivision. See Section 18.18.060.A.

[4] Additional requirements apply for street-facing garages. See Section 18.40.070.H.7.

[5] A reduced setback (as low as zero feet) is acceptable on one side yard; provided, that the sum of both side yard setbacks is at least six feet and one setback is at least four feet.

[6] A reduced setback (as low as zero feet) is acceptable on one side yard; provided, that the sum of both side yard setbacks is at least eight feet.

[7] A reduced setback (as low as zero feet) is acceptable on one side yard; provided, that the sum of both side yard setbacks is at least ten feet.

~~B. Townhouse Height.~~

- ~~1. The maximum building plate height of a townhouse is thirty feet. Building plate height is measured as the vertical distance from the average contact ground level at the front wall of the building to the plate line of the exterior walls which is the horizontal plane where the exterior walls meet the roof rafters or trusses~~
- ~~2. Roof elements with a minimum 5:12 roof pitch may exceed the building plate height by up to eight feet.~~

Section 7. Table 18.44-2 (Minimum Accessory Structure Setbacks) of Section 18.44.030 (Accessory Structures in Residential Zoning Districts) of Chapter 18.44 (Accessory Structures and Uses) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

Table 18.44-2: Minimum Accessory Structure Setbacks

Accessory Structure	Minimum Setbacks from Property Lines
---------------------	--------------------------------------

	Front	Side and Rear
Roofed structures such as detached garages and sheds and open, unroofed structures such as decks and trellises		
Height 12 ft. or less		5 ft.
Height greater than 12 ft.	Same as <u>minimum</u> primary structure <u>setback</u>	Same as <u>minimum</u> primary structure <u>setback</u>
Mechanical equipment and mechanical equipment enclosures		50 percent of minimum primary structure setback
Patios and Decks [2]		
Height 18 in. or less (<u>unroofed only</u>)	5 ft.	1 ft.
Height greater than 18 in. and less than 6 ft.	15 ft.	5 ft.
Height <u>greater than</u> 6 ft. to 12 ft.	20 ft. <u>or same as minimum primary structure setback, whichever is less</u>	12.5 ft. <u>or same as minimum primary structure setback, whichever is less</u>
In ground pools, spas and hot tubs	Same as <u>minimum</u> primary structure <u>setback</u>	4 ft.
Above ground pools, spas, hot tubs and related equipment, accessories, and improvements	Same as <u>minimum</u> primary structure <u>setback</u>	5 ft.
Ponds less than 18 in. in depth	10 ft.	1 ft.

Fireplaces, barbeque structures, statuary and fountains [1]		
Height 8 ft. or less	3 ft.	3 ft.
Height 8 ft. to 12 ft.	5 ft.	5 ft.

Notes:

[1] All openings for freestanding fireplaces and built-in barbeques shall meet all Uniform Building Code and Uniform Fire Code requirements.

[2] Height measured from ground to walking surface.

Section 8. Chapter 18.52 (Fences and Walls) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

Chapter 18.52 - FENCES AND WALLS

18.52.010 - Purpose and applicability.

This chapter establishes standards for fences and walls that apply in all zoning districts. For the purposes of this Title, the term "fence" includes fences or walls. Walls that are required by a mitigation measure and designed and approved through a discretionary permit for noise attenuation are exempt from this Chapter.

18.52.020 - Required permits and approvals.

- A. No Planning Permit Required. Fences and walls consistent with this chapter are permitted by-right without the requirement to obtain any planning permit unless otherwise stated.
- B. Building Permit. Fences and walls may require a building permit as required by California Building Code.
- C. Encroachment Permit. A fence or wall in the public right-of-way requires approval of an encroachment permit consistent with Municipal Code Chapter 12.08 (Excavation and Encroachment).
- D. Minor Exception. The community development director may grant a minor exception to increase the maximum permit height of a fence or wall as described in Section 18.52.050 (Exceptions to Height Limits).

18.52.030 - Measurement of fence and wall height.

- A. Measurement of Height. The height of a fence or wall is measured from the finished grade at the base of the fence or wall to the top edge of the fence or wall.
- B. Fences on Retaining Walls. If a fence or wall is atop a retaining wall, the height of the fence or wall shall be determined exclusive of the height of the retaining wall such that the top of the retaining wall is considered the finished grade~~the fence height is measured from the base of the fence.~~
- C. Different Finished Grades. If the adjacent finished grade is different on opposite sides of a fence or wall, the height is measured from the side with the lowest finished grade to the highest point on the fence or wall.

18.52.040 - Height limits.

- A. Maximum Height. Fences and walls may not exceed the maximum height shown in Table 18.52-1 and Figure 18.52-1 except as allowed by Section 18.52.050 (Exceptions to Fence Height Limit).

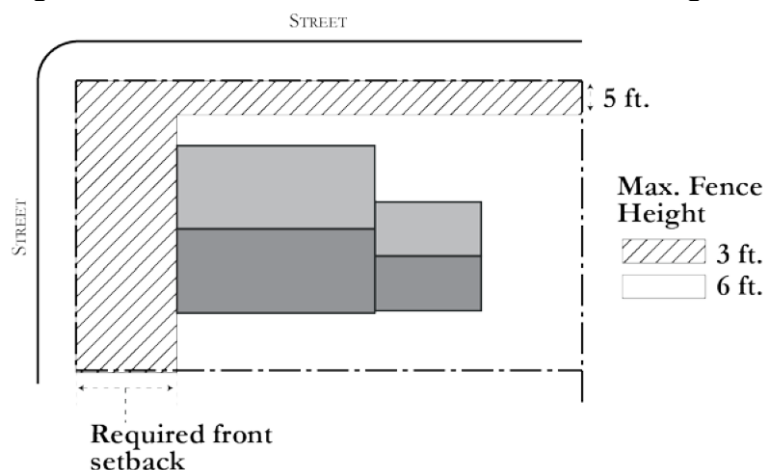
Table 18.52-1: Maximum Fence and Wall Height

Fence and Wall Height	Maximum Height
Fence in front setback area	3 ft.
Fence within 5 ft. of street side property line	3 ft.
Fence within all other areas of a lot	6 ft. [1]

Notes:

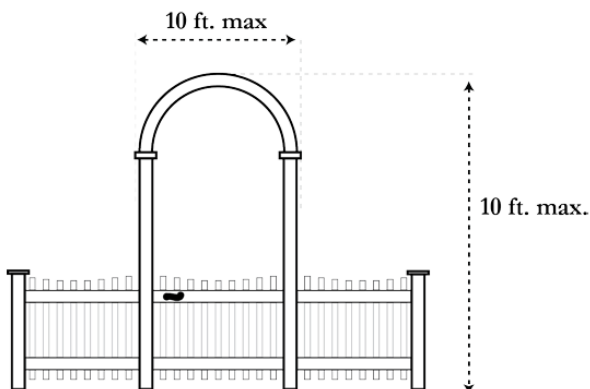
- [1] An additional one foot of fence height up to a maximum of seven feet is permitted for lattice work and other decorative features uniformly open to the passage of light and air.

Figure 18.52-1: Maximum Fence and Wall Height



- B. Decorative Features. A decorative arch, gate, trellis or other entry feature located along a street frontage may exceed the height limit shown in Table 18.52-1. Decorative features shall be limited to ten feet in width and ten feet in height. Only one decorative feature is permitted per street frontage. See Figure 18.52-2.
- C. Clear Triangle. Walls and fences shall comply with clear triangle requirements in Section 18.92.080 (Intersection Site Distance).

Figure 18.52-2: Decorative Entry Features



18.52.050 - Exceptions to height limits.

The community development director may approve a minor exception (Section 18.108.070) to allow an increase to the maximum permitted height of a fence or wall as described below.

- A. Open Space and Residential Estate Zoning Districts.
 - 1. Within the open space and residential estate zoning districts, the community development director may grant a minor exception to increase the maximum height of a fence in the front setback area to a maximum six feet in height.

2. This exception applies only to open, wrought iron or decorative fences that are at least seventy percent open to the passage of light and air.
 3. Chain link, chain link with wood or vinyl slats, solid board fences, or any other type of view obstructing fencing may not exceed three feet in height in the front setback area.
- B. All Zoning Districts. The community development director may grant a minor exception to increase the maximum height of a fence or wall by two feet in the front setback area and one foot behind the front setback line in the following cases:
1. The topography of sloping sites or a difference in grade between adjoining sites warrants such increase in height to maintain privacy, security, or effectiveness of screening.
 2. A property is located adjacent to public parks, other public spaces or adjacent to private common area parks and open space where an increase in fence or wall height would not unreasonably affect desirable views or vistas or the open space value of abutting sites.

18.52.060 - Materials.

The following fence and wall materials and types are prohibited unless otherwise approved by the planning commission:

- A. Residential zoning districts: Barbed wire, razor wire, chain link, sheet metal, and electric fences.
- B. Commercial zoning districts: Chain link and sheet metal fences. Barbed wire, razor wire and electric fences within the front setback area or where a property abuts a residential zoning district or residential land use designation.
- C. Industrial zoning districts: Barbed wire, razor wire, chain link, sheet metal and electric fences within the front setback area.

18.52.070 - Nonconforming fences and walls.

See Chapter 18.68 (Nonconforming Uses and Structures).

18.52.080 – Special fence and wall requirements

- A. Fence and Wall Design. Fences and walls shall be constructed of attractive, long-lasting materials (e.g., masonry, wood, tubular steel, fiberglass, or stone). Walls shall consist of a decorative design and/or be screened with landscaping.
- B. Public Frontage Fencing of Nonresidential and Multi-Family Projects. Where fencing is proposed along public frontages of nonresidential and multi-family projects, such fencing shall be open view unless otherwise required to be solid for noise attenuation. Open view fencing shall also be required when located adjacent to open space areas.

- C. Screening of Outdoor Storage. Outdoor storage shall be fenced or screened from view. Such screening shall utilize enclosures including, but not limited to, fences, walls, landscaping, or earthen berms. Screening shall be visually compatible with the primary buildings and landscape on the property.
- D. Screening for Commercial or Industrial Uses Adjacent to Residential Zones. Commercial and industrial uses shall be screened from adjacent residential zones by a decorative or landscaped masonry wall with a minimum height of seven (7) feet to screen the commercial or industrial use. This requirement is not intended to preclude the development of pedestrian/bicycle access points between commercial and residential.
- E. Screening of Loading Docks and Refuse Areas. Loading docks and refuse storage areas shall be screened from public view, adjoining public streets and rights-of-way, and residentially zoned areas. The method of screening shall be architecturally compatible with other on-site development in terms of colors and materials.
- F. Maintenance. Fences and walls shall be continuously maintained in an orderly and good condition.

Section 9. Section 18.56.040 (Lot Coverage Exceptions) of Chapter 18.56 (Height, Setback and Lot Coverage Exceptions) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

The community development director may ~~decrease~~increase the maximum lot coverage requirement by up to ten percent with the approval of a minor exception. See Section 18.108.070 (Minor Exception).

Section 10. Section 18.68.070 (Nonconforming Structures) of Chapter 18.68 (Nonconforming Uses and Structures) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

This section identifies allowed modifications to nonconforming structures, summarized in Table 18.68-1.

Table 18.68-1: Allowed Modifications to Nonconforming Structures

Project Affecting a Nonconforming Structure	Permit Required [1]
Nonstructural repairs, maintenance, and interior alterations	None
Structural repairs, modifications, and additions that do not alter	None

or affect the nonconforming aspect of the structure	
Structural repairs, modifications, and additions that alter or affect the nonconforming aspect of the structure	Design Permit
Structural repairs, modifications, and additions that increase or exacerbate the nonconforming aspect of the structure	Variance <u>Conditional Use Permit</u>
Reconstruction of an involuntarily damaged or destroyed residential structure	Design Permit

Notes:

[1] The proposed project may require permits and approvals for other reasons not related to its nonconforming status. For example, additions or enlargements to a single-family dwelling often requires a design permit.

A. Alterations Permitted By-Right.

1. Maintenance, nonstructural repairs, and nonstructural interior alterations to any portion of a nonconforming structure are permitted if the changes and improvements do not enlarge or extend the structure.
2. Structural modifications to a nonconforming structure that do not alter or affect the nonconforming aspect of the structure are permitted. For example, an addition to a structure with a non-conforming setback is permitted if no structural changes are made to the portion of the structure projecting into the required setback, and if the addition complies with all setback, height, floor area ratio, and other applicable development standards.

B. Alterations Requiring a Design Permit.

1. Structural repairs and improvements that affect the nonconforming aspect of a nonconforming structure are allowed with a design permit if the improvement does not increase or exacerbate the nonconformity. For example, structural repairs to a building wall within a required setback are permitted with a design permit if the wall is not moved closer to the property line and the length of the wall within the required setback is not increased.
2. To approve such an alteration, the community development director shall make all design permit findings (Section 18.108.040) in addition to the findings in Section 18.68.080 (Findings).

C. Alterations Requiring a ~~Variance~~ Conditional Use Permit

1. Alterations to a non-conforming structure that increase or exacerbate the nonconformity requires a ~~variance~~ conditional use permit. For example, a remodel that increases the length of an existing building wall located within a

required setback is allowed only with the approval of a ~~variance~~conditional use permit.

2. To approve such an alteration, the planning commission shall make all variance findings (Section 18.108.100) in addition to the findings in Section 18.68.080 (Findings).
- D. Damage or Destruction. Except as allowed by Subsection E below, a nonconforming structure damaged or destroyed for any reason shall be brought into full compliance with the requirements of the zoning code if the cost of reconstruction exceeds fifty percent of its market value as determined by the county assessor on the last equalized assessment roll at the time of its destruction.
- E. Involuntary Damage or Destruction — Residential Structures.
1. If a legally established nonconforming building occupied by a residential use is damaged or destroyed by earthquake, fire, flood, or other calamity, the structure may be reconstructed as it existed and may be continued as a legal nonconforming structure with the approval of a design permit.
 2. "Reconstructed" means rebuilding a damaged or destroyed structure in a manner similar but not identical to the original structure. A reconstructed structure generally recreates the original building footprint, mass, and height, but may deviate from design details such as architectural design and the arrangement of doors, windows, and rooflines.
 3. The city may attach conditions of approval as necessary to protect the public health, safety and welfare, including requirements to reduce or eliminate previously existing nonconformities.
 4. Reconstruction of damaged or destroyed buildings may not increase or exacerbate previously existing nonconformities or create new nonconformities.
 5. The construction of the replacement structure must begin within twenty-four months of the date of the calamity which damaged or destroyed the structure.
- F. Moved Structures. A nonconforming structure that is moved to a new location shall conform to all standards of the applicable zoning district.
- G. Nonconforming Screening, Fences, and Landscaping.
1. Legally established nonconforming screening, fences, and landscaping may continue and remain except as required by Paragraph 2 below.
 2. For additions or renovations that increase by twenty-five percent or more the floor area or market value of one or more buildings on a property, any nonconforming screening, fences, and landscaping shall be brought into compliance with the requirements of the applicable zoning district.

Section 11. Chapter 18.115 (General Plan Amendments) of Title 18 (Zoning) is hereby to read as follows (additions in underline, deletions in ~~strikeout~~):

Chapter 18.115 – GENERAL PLAN AMENDMENTS

18.115.010 – Purpose.

This chapter establishes procedures for amending the General Plan text (e.g., goals, policies, or implementation programs) or to change the General Plan land use designation on any parcel(s).

18.115.020 – Initiation.

A General Plan Amendment may be initiated by motion of the Planning Commission or City Council, by application of property owner(s) of parcel(s) to be affected by the General Plan Amendment, or by recommendation of the Development Services Director to clarify text, address changes mandated by state law, maintain internal General Plan consistency, address boundary adjustments affecting land use designation(s), or for any other reason beneficial to the city.

18.115.030 Application.

An application for a general plan amendment shall be filed and reviewed in compliance with Chapter 18.104 (Common Permit Requirements). The application shall include the information and materials required by the development services department, together with all required application fees. For amendments submitted by a resident, property owner, or business owner it is the responsibility of the applicant to provide evidence in support of the findings required by Section 18.115.060 (Findings for Approval).

18.115.040 – Planning commission hearing and action.

- A. General. The planning commission shall hold a public hearing on a proposed general plan amendment in compliance with Section 18.104.090 (Notice of Hearings).
- B. Recommendation of Approval. The planning commission may recommend to the city council the approval or conditional approval of the proposed general plan amendment, based upon the findings specified in Section 18.115.060 (Findings for Approval). The planning commission shall forward a written recommendation, and the reasons for the recommendation, to the city council within 90 days after the date the hearing was closed to the public. A recommendation for approval shall be made by a majority vote of the total membership of the planning commission.
- C. Denial. The planning commission may deny the proposed general plan amendment based upon the findings specified in Section 18.118.060 (Findings for Approval). For a land use diagram amendment, if the action of the planning commission is to recommend denial, the city council is not required to take further action on the proposed amendment unless an interested party requests a hearing in writing with the city clerk within ten days after the planning commission recommendation is filed with the city council.

18.115.050 – City council hearing and action.

- A. General. After receipt of the planning commission's recommendation to approve a proposed general plan amendment, the city council shall hold a public hearing on the proposal in compliance with Section 18.104.090 (Notice of Hearing).
- B. Approval or Denial. The city council may approve, conditionally approve, or deny the proposed general plan amendment based upon the findings specified in Section 18.115.060 (Findings for Approval).
- C. Finality of Action. The action by the city council shall be made by a majority vote of the total membership of the city council and shall be final and conclusive.
- D. Referral to Planning Commission. If the city council proposes to adopt a substantial modification to the general plan amendment not previously considered by the planning commission, the proposed modification shall be first referred to the planning commission for its recommendation.
- E. Failure to Report. The failure of the planning commission to report back to the city council within forty days after the reference, or within the time set by the city council, shall be deemed a recommendation of approval.

18.115.060 – Findings for approval.

The city council may approve a general plan amendment only if all of the following findings are made:

- A. The city council must find that the proposed amendment meets the letter and intent of the General Plan goals and policies.

18.115.070 – Effective date.

A General Plan Amendment becomes effective immediately following the approval of the resolution by the city council.

18.115.080 – Limitations on resubmittal after denial.

If the city denies a general plan amendment, the city may not accept an application for the same or substantially similar general plan amendment for one year following such denial, except in the following cases:

- A. Upon initiation by the city council or planning commission; or
- B. The application requests a different general plan land use designation than that previously requested.

18.115.090 – Frequency of amendment.

Pursuant to Government Code Section 65358, no mandatory element of the General Plan may be amended more frequently than four times during any calendar year. Subject to that limitation, an amendment may be made at any time and may include more than one change to the General Plan.

18.115.100 – Preliminary review.

- A. When Required. Prior to submittal of an application for a General Plan Amendment, an application must receive preliminary input from the planning commission on the proposed general plan amendment.
- B. Application. A preliminary review application for a proposed general plan amendment shall be submitted with the development services department in accordance with Chapter 18.104 (Common Permit Requirements). The application shall include, at a minimum, the following information and materials:
 - 1. A statement describing the proposed project and how it complies with the findings required for the approval of a general plan amendment in Section 18.115.060 (Findings for Approval).
 - 2. Project plans, diagrams, and graphics as needed to illustrate the overall development concept, including proposed land uses, buildings, circulation, open space, and any other significant elements in the project.
- C. Public Hearing. The planning commission shall consider the preliminary review application and a public hearing noticed in accordance with Section 18.104.090 (Notice of Hearing).
- D. Preliminary input.
 - 1. The planning commission shall provide preliminary input on project compliance with findings required for the approval of a General Plan Amendment in Section 18.115.060 (Findings for Approval).
 - 2. Planning commission input shall not be construed as a recommendation for approval or denial of the project. Any recommendation to the applicant is advisory only and shall not be binding on either the applicant or the city.

Section 12. Subsection G of Section 18.128.020 (Definitions) of Chapter 18.128 (General Terms) of Title 18 (Zoning) is hereby amended to read as follows (additions in underline, deletions in ~~strikeout~~):

G. "G" Terms.

- 1. Garage, Private. An attached or detached accessory ~~dwelling structure~~ on a lot developed with a residential dwelling used by residents for the storage of passenger vehicles, and other vehicles and equipment permitted on the lot.

2. Garage, Public. A structure other than a private garage used for the storage, sale, hire, or care of motor vehicles.
3. General Plan. The general plan of the city of Morgan Hill, California.
4. Guest House. A building containing living space that is heated/cooled, with a full bath, without kitchen facilities, and used to house occasional visitors or nonpaying guests of the occupant of the primary dwelling unit. A guest house with a kitchen facility is considered a secondary dwelling unit.

Section 13. 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 14. Effective Date; Posting. This Ordinance shall take effect on _____, 20____. The City Clerk is hereby directed to publish this Ordinance or a summary thereof pursuant to Government Code Section 36933.

This ordinance was introduced at a meeting of the City Council held on the _____ day of _____, 20____, and adopted at a meeting held on the _____ day of _____, 20____, and said ordinance was duly passed and adopted in accordance with law by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ATTEST:

APPROVED:

IRMA TORREZ, City Clerk

RICHARD CONSTANTINE, Mayor

CERTIFICATE OF THE CITY CLERK

I, IRMA TORREZ, CITY CLERK OF THE CITY OF MORGAN HILL, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of Ordinance No. _____, New Series, adopted by the City Council of the City of Morgan Hill, California at their regular meeting held on the ____ day of _____, 2020.

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

DATE: _____

IRMA TORREZ, City Clerk



ZA2020-0001

Miscellaneous Code Amendments



Miscellaneous Code Amendments

Project:

Zoning Amendment Amending

- Section 8.28.040.D within Chapter 8.28 (Noise)
- Title 18 (Zoning), various Sections

Request:

Adopt Ordinance approving Ordinance Amendments as recommended by Planning Commission on November 10, 2020

Miscellaneous Code Amendments

Section 8.28.040.D (Enumeration of unlawful noises), Chapter 8.28 (Noises)

- Fix format
- Remove noise standards applicable until November 30, 1998

Section 18.18.020.A (Land Use Regulations), Chapter 18.18 (Residential Attached Zoning Districts)

- Remove footnote associated with ADUs

Miscellaneous Code Amendments

Chapter 18.22 (Mixed Use Zoning Districts)

- Remove footnote associated with ADUs
- Add footnote to Single-Family Detached Dwellings (permitted on lot existing prior to July 7, 2018)
- List Large and Small Home Day Care uses as permitted
- List Section 18.22.040.C as a footnote instead of a subsection, requiring increased setbacks and landscaping when adjacent to residential

Miscellaneous Code Amendments

Table 18.24-2 (Development Standards in the Commercial Zoning District)

- Add footnote requiring increased setbacks and landscaping when adjacent to residential

Chapter 18.26 (Industrial Zoning Districts)

- Allow Outdoor Vehicle Storage as a Conditional Use Permit within IL and IG zoning districts
- List Section 18.26.030.B as a footnote instead of a subsection, requiring increased setbacks and landscaping when adjacent to residential

Miscellaneous Code Amendments

Table 18.40-2 (Medium Density Residential Development Standards)

- Allow the height of Single Family Attached Dwellings/Townhouses to correlate with the base zoning district

Miscellaneous Code Amendments

Table 18.44-2 (Minimum Accessory Structure Setbacks)

Accessory Structure	Minimum Setbacks from Property Lines	
	Front	Side and Rear
Roofted structures such as detached garages and sheds and open, unroofed structures such as decks and trellises		
Height 12 ft. or less		5 ft.
Height greater than 12 ft.	Same as <u>minimum</u> primary structure <u>setback</u>	Same as <u>minimum</u> primary structure <u>setback</u>
Mechanical equipment and mechanical equipment enclosures		50 percent of minimum primary structure setback
Patios and Decks [2]		
Height 18 in. or less (unroofed only)	5 ft.	1 ft.
Height greater than 18 in. and less than 6 ft.	15 ft.	5 ft.
Height <u>greater than 6 ft. to 12 ft.</u>	20 ft. <u>or same as minimum primary structure setback, whichever is less</u>	12.5 ft. <u>or same as minimum primary structure setback, whichever is less</u>
In ground pools, spas and hot tubs	Same as <u>minimum</u> primary structure <u>setback</u>	4 ft.
Above ground pools, spas, hot tubs and related equipment, accessories, and improvements	Same as <u>minimum</u> primary structure <u>setback</u>	5 ft.
Ponds less than 18 in. in depth	10 ft.	1 ft.
Fireplaces, barbeque structures, statuary and fountains [1]		
Height 8 ft. or less	3 ft.	3 ft.
Height 8 ft. to 12 ft.	5 ft.	5 ft.

Miscellaneous Code Amendments

Chapter 18.52 (Fences and Walls)

- Clarify “Fence” means fences and walls
- Clarify when a fence is constructed on a retaining wall, the top of the retaining wall is considered the grade
- Provide consistency on types of prohibited fencing and wall materials
- Add Section 18.52.080 (Special Fence and Wall Requirements) establishing standards for design and screening

Miscellaneous Code Amendments

Section 18.56.040 (Lot Coverage Exceptions)

- Replace the word “Decrease” with “Increase”, allowing director to increase the maximum lot coverage by up to 10%

Section 18.68.070 (Nonconforming Structures)

- Replace Variance with Conditional Use Permit for repairs, modifications, and additions that increase or exacerbate a nonconforming aspect

Miscellaneous Code Amendments

Chapter 18.115 (General Plan Amendments)

- Establish procedures for General Plan Amendments (text and land use diagram)
- Require Preliminary Review application prior to General Plan Amendment

Section 18.128.020.G (Definitions)

- Correct the definition for the term “Garage, Private” to mean an attached or detached accessory ‘structure’, not a ‘dwelling’, for the storage of passenger vehicles

Miscellaneous Code Amendments

Recommendation

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

Findings

1. The proposed amendment is consistent with the General Plan and any applicable specific plan as provided by GC Section 65860
2. The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City
3. The proposed amendment is internally consistent with other provisions of the zoning code

Questions?





CITY COUNCIL STAFF REPORT

MEETING DATE: December 16, 2020

PREPARED BY: Tiffany Brown, Associate Planner
APPROVED BY: City Manager

APPROVE A DESIGN PERMIT FOR A NEW TWO-STORY 6,600 SQUARE FOOT BUILDING FOR THE USE OF AN ART GALLERY ON THE SOUTHWEST CORNER OF 2ND STREET AND MONTEREY ROAD. (DESIGN PERMIT NO. SR2020-0024: MONTEREY - MCCRANIE).

RECOMMENDATION(S)

Adopt resolution approving a Design Permit for a 6,600 square foot, two-story commercial structure.

COUNCIL PRIORITIES, GOALS & STRATEGIES

Ongoing Priorities

Maintaining Infrastructure

2020-2021 Strategic Priorities

Economic Development

GUIDING DOCUMENTS

Morgan Hill 2035 General Plan

REPORT NARRATIVE:

Site Description

The project site is located on the southwest corner of Monterey Road and West 2nd Street. The property is an approximate 5,000 square foot lot, previously known as the EDES building and through a public-private cooperation agreement is currently being utilized for the Downtown temporary “pop-up park”. The General Plan land use designation for the property is Mixed Use and the Zoning designation is Central Business District (CBD) with a commercial Ground Floor Overlay requirement within the Downtown Specific Plan.

Project Description

The proposal includes a new two-story, 6,600 square foot contemporary style building that utilizes natural materials per the Downtown Specific Plan standards (See Attachment 1 for Downtown Standards consistency chart). The architecture was reviewed by Urban Field Studio and found (Attachment 2, Urban Field Memo) that the Downtown has multiple styles of architecture which provide an eclectic atmosphere, rich with character and this building would add variety to an already diverse collection of architecture. The current program for the building includes two levels of open art gallery space with ancillary storage and office space (Attachment 3, Letter of Request). Although the building is designed for a specific use in mind, the design is flexible and could be utilized and converted to accommodate other commercial retail uses long term.

Analysis

As required by section 18.108.040 of the Morgan Hill Municipal Code, the Design Permit was analyzed with respect to consistency with the General Plan, Zoning Code, and Downtown Specific Plan and is found to be consistent as stated within the Resolution for the project (Attachment 4). Consistent with review of prior “significant” redevelopment projects in the Downtown, the City chose to again employ Frank Fuller of Urban Field Studio (Urban Field) to assist with design review, engaging with the project architect to address flood plain design integration as well as function and profile design elements of this corner located asset. Fuller previously assisted with the design implementation, color and fixture selection of the Downtown Garage, the garage plaza, pedestrian connections from the Garage through the Opa/Willard Hicks corner development, design review, flood plain resolution and handicapped access ramping for the Imwalle/Rodriguez 4-restaurant project at Third and Monterey, Sunsweet Apartments, Leal Hotel, Leal Granada Theater renovation and City Ventures mixed use project known as Depot Commons.

COMMUNITY ENGAGEMENT: Inform

The proposed project was publicly noticed (mailing to property owners within 300 feet of the project and newspaper legal noticing) for the minimum 10-day period and a sign has been posted at the proposed business location.

No public comments were received prior to the publication of this report.

ALTERNATIVE ACTIONS:

The City Council may deny the Design Permit if found to be inconsistent with any of the following Design Permit 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.
2. The proposed project complies with all applicable provisions of the zoning code and municipal code.
3. The proposed project substantially complies with all applicable design standards and guidelines contained in the design review handbook.
4. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).
5. The proposed development will not be detrimental to the public health, safety, or welfare or materially injurious to the properties or improvements in the vicinity.
6. The proposed project complies with all applicable design review criteria in Section 18.108.040, Subsection H of the Municipal Code.

PRIOR CITY COUNCIL AND COMMISSION ACTIONS:

Previously, the site was approved for a three-story building with rooftop deck to be utilized for a restaurant, art gallery, and wine bar in 2016. The applicant pursued the project all the way through building permits and decided the project was not feasible as proposed. With the lapse in time, those permits have now expired.

The applicant shared his vision of the site to the Planning Commission at the October 28, 2020 meeting. For projects deemed significant within the Downtown Specific plan, the decision-making body is elevated to the Planning Commission or City Council. In this case, the project was introduced to the Planning Commission, with City Council as the decision-making body.

FISCAL AND RESOURCE IMPACT:

The City administers land use entitlement processes on a cost-recovery basis with fees collected from applications to cover the cost of services. Application fees have been collected to cover the cost of processing these applications.

CEQA (California Environmental Quality Act):

The Final Master Environmental Impact Report (MEIR) for the Morgan Hill Downtown Specific Plan was certified in November 2009 in conformance with the California Environmental Quality Act (CEQA). An Environmental Impact Report (EIR) for the Morgan Hill 2035 Project, was prepared in accordance with CEQA and certified by the Morgan Hill City Council on July 27, 2016.

An environmental assessment was prepared for the project in compliance with the California Environment Quality Act (CEQA). The project will not individually or cumulatively introduce new impacts were that were not previously disclosed in the General Plan FEIR or the Downtown Specific Plan MEIR, nor would it result in a substantial increase in the magnitude of any significant environmental impacts previously identified. Therefore, pursuant to Sections 15177(b) and 15179(b) of CEQA Guidelines, the project is consistent with Downtown Specific Plan Master EIR.

LINKS/ATTACHMENTS:

1. Project Plans
2. Urban Field Design, M.Hill 2nd & Monterey Letter
3. Letter of Request - project narrative
4. Resolution
5. 08 Presentation
6. 08 Supplement 1
7. 08 Supplement 2



PROJECT DESCRIPTION

The proposed commercial development at 17395 Monterey Road includes two levels of gallery spaces and lounge. The project aims to provide Downtown Morgan Hill with gathering spaces in which public can meet and enjoy works of art. It is situated at the southwest corner of the intersection of Monterey Road and 2nd St. in the heart of downtown. The site is immediately surrounded by local businesses, with residential neighborhoods located to the west along 2nd St.

The project uses the vernacular architecture of Morgan Hill. The material palette of natural wood, precast concrete, expansive glass, and metal elements aims to reflect locally used materials.

In accordance with Resolution No. 6640, non-office commercial land uses located in the Downtown Specific Plan are exempt from requirements. As such, no parking will be provided on premises.

PROJECT DATA

Site Information		
Downtown Specific Plan	Block 11	
Zoning Designation	CBD Central Business District	
General Plan Land Use	CBD Mixed Use	
	Acres	S.F.
Total Site Area	0.115	5,000

Floor Area by Level	Gross S.F.
First Floor	3,100
Second Floor	3,500
Total Building Area (Gross)	6,600

Floor Area by Occupancy	Net S.F.
Gallery	4,600
Total Indoor Area (Net)	4,600
Other	Net S.F.
Entry Patio	111
Outdoor Patio	165
Balcony	146
Total Outdoor Area (Net)	422

Parking Required		
Gallery (Retail)	2.8 per 1000 S.F. *	13 Spaces
Total		13 Spaces
* Parking Requirement per Morgan Hill D.S.P.		
Total Parking Required per Resolution No. 6640		0 Spaces
Parking Provided		0 Spaces

Zoning Compliance per CBD		
	Required	Provided
Lot Area	3,500 S.F. min	5,000 s.f.
Lot Width	40' min	40'
Lot Depth	80' min	125'
Front Setback	0' min, 10' max	0'
Side Setback	0' min	0'
Rear Setback	0' min	20' (access easement)
Building Height (to top plate)	45' max	40'
Number of Floors	2 min, 3 max	2
First Floor Ceiling Height	14' min	14'

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A8-0	DESIGN GUIDELINES
A8-1	DESIGN GUIDELINES
A8-2	DESIGN GUIDELINES
A8-3	DESIGN GUIDELINES

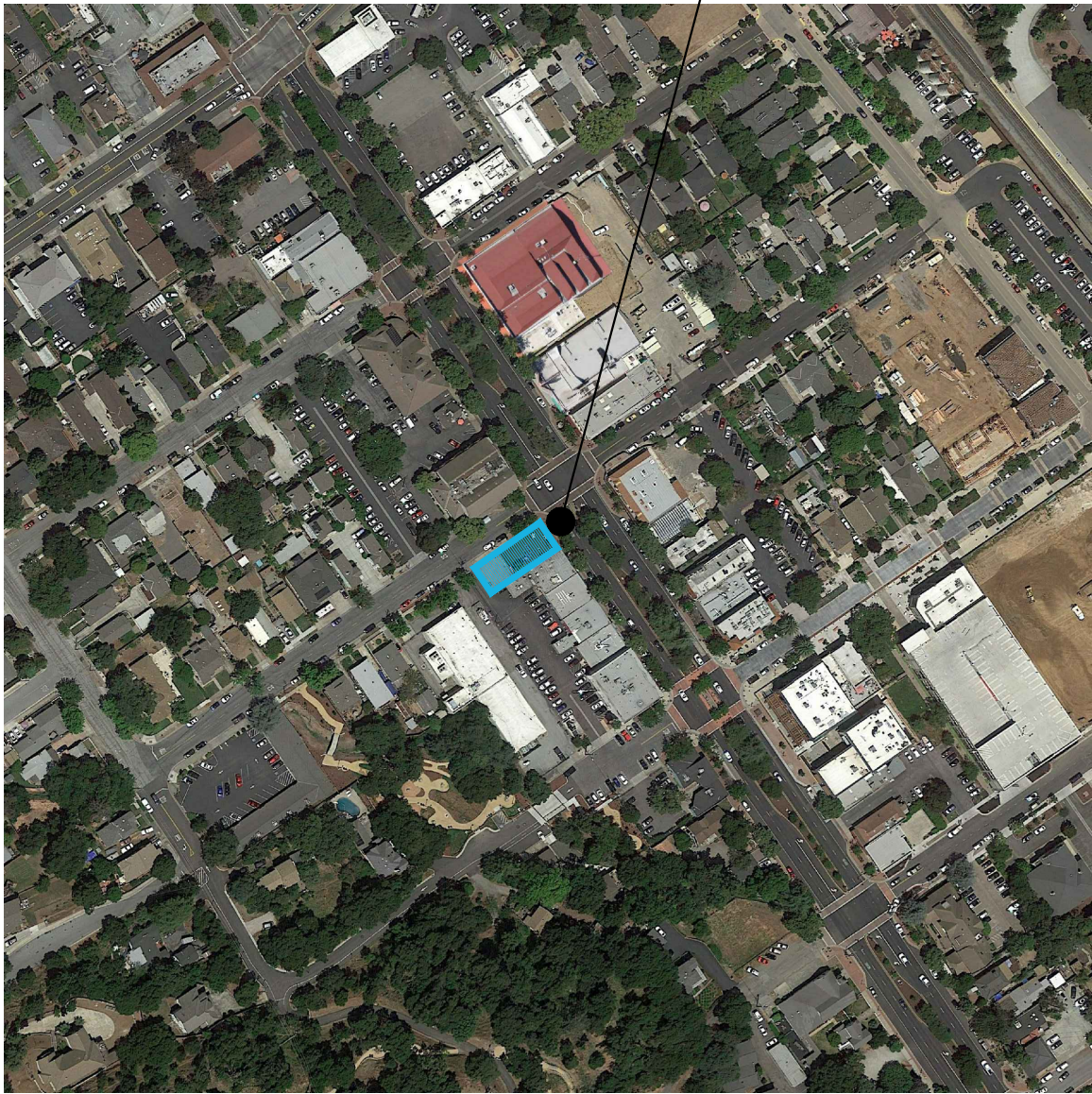
PROJECT BY

OWNER:	DAN MCCRANIE
ADDRESS:	GOLDEN QUAIL, LLC
	1750 VISTA DEL SUR
	GILROY, CA 95020
CONTACT:	408.930.2048
	DAN@MCCRANIE.BIZ

DESIGN TEAM

ARCHITECT:	MARK OBERHOLZER
	KTGY GROUP, INC.
ADDRESS:	433 S. SPRING ST, SUITE 750
	LOS ANGELES, CA 90013
CONTACT:	310.394.2623
	MOBERHOLZER@KTGY.COM

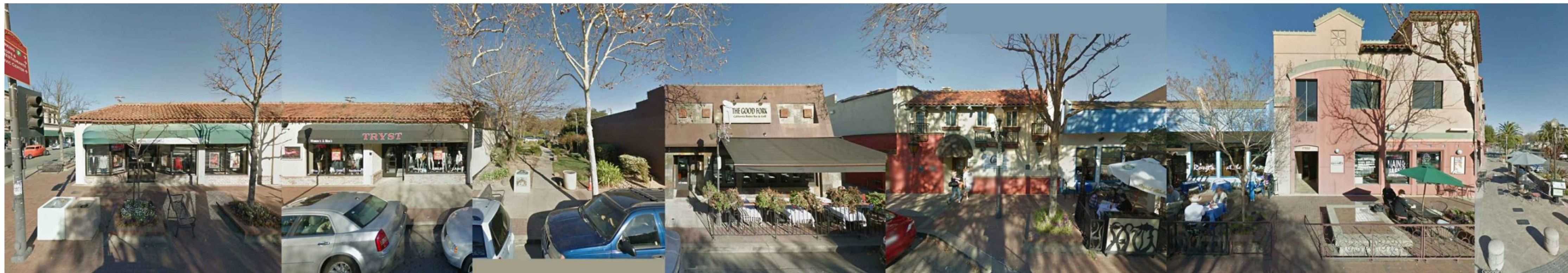
PROJECT LOCATION



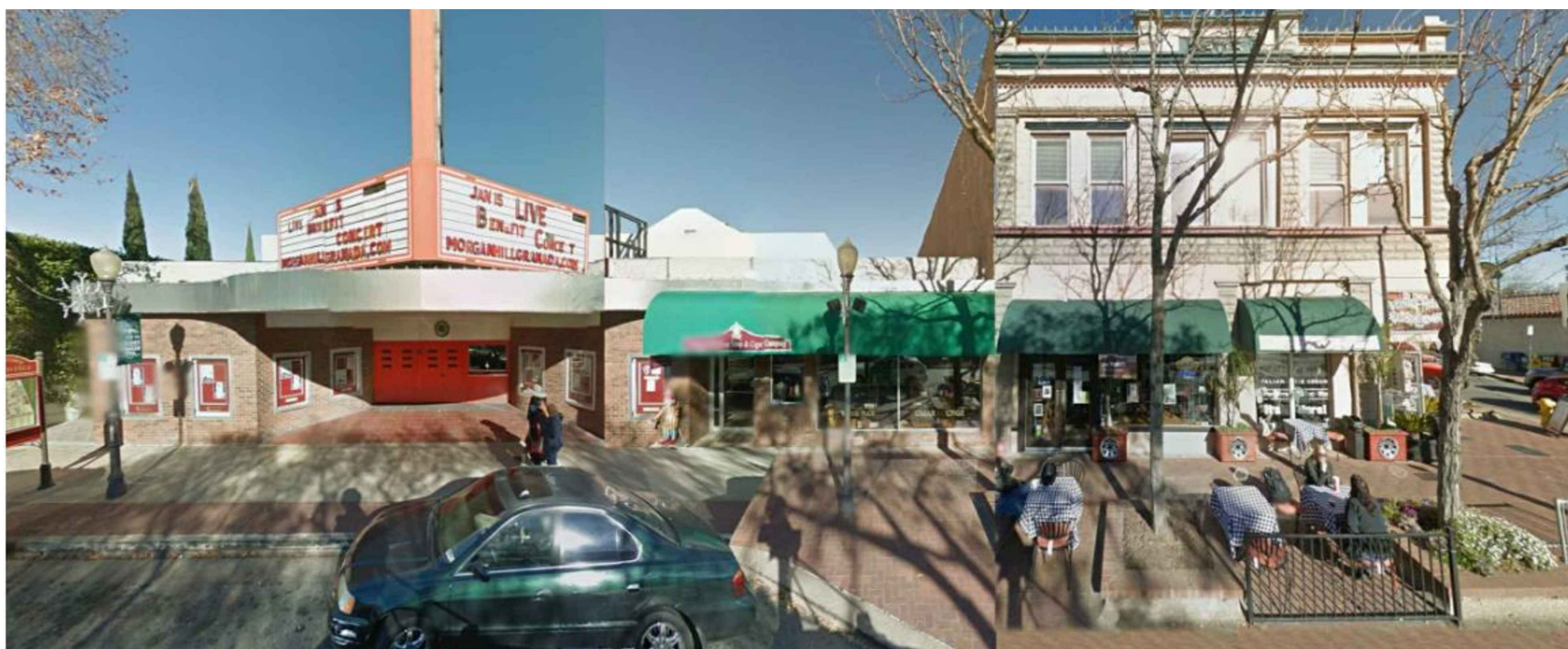
VICINITY MAP NTS



A - NORTH ALONG MONTEREY RD.
- APPROVED GRANADA HOTEL



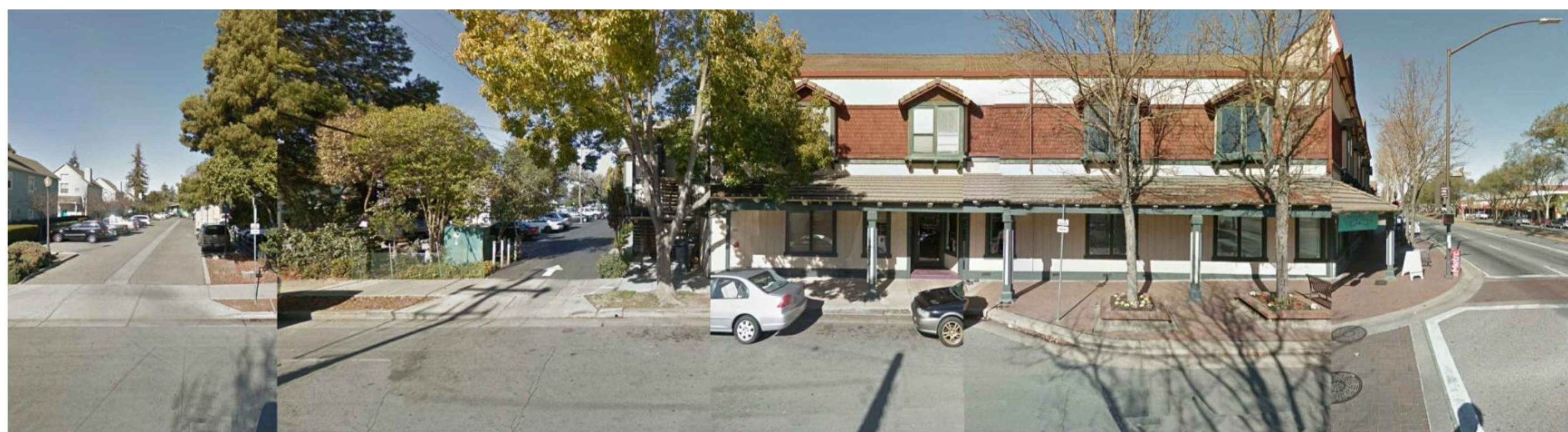
C - ACROSS MONTEREY RD.
- MISCELLANEOUS BUSINESSES



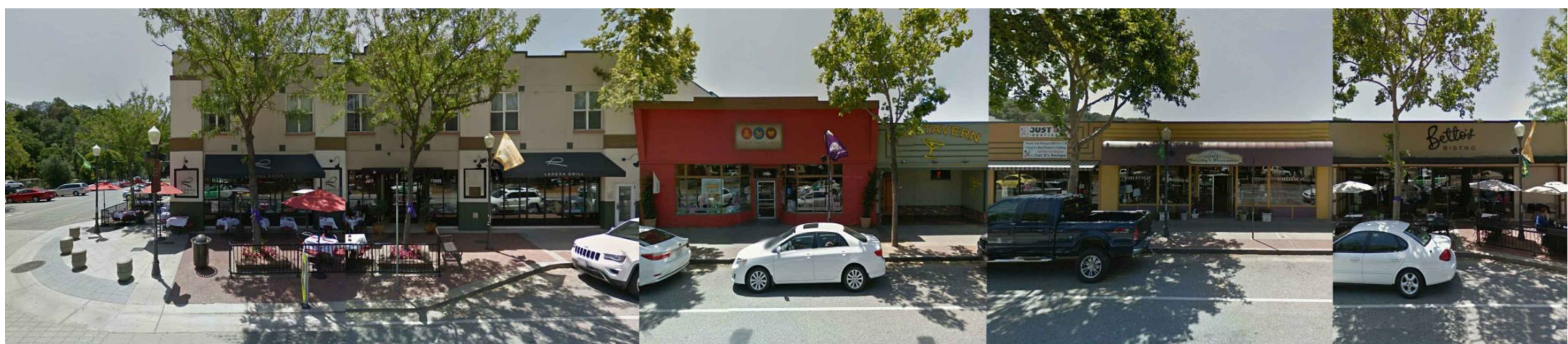
B - OPPOSITE CORNER
- HISTORIC GRANADA THEATER & OFFICES / BUSINESSES



D. NORTH ALONG MONTEREY RD.
- MISCELLANEOUS OFFICES / BUSINESSES, RESTAURANT & OFFICE BUILDING



E. ACROSS W. 2ND ST.
- RESIDENTIAL NEIGHBORHOOD, ALLEY, PARKING & MISCELLANEOUS OFFICE / BUSINESS BUILDING



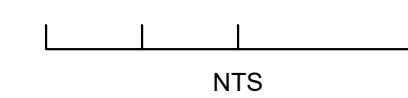
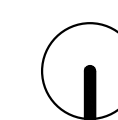
F. SOUTH ALONG MONTEREY RD.
- RESTAURANT / GRILL, BUSINESSE, BAR & RESTAURANT / BISTRO



GOOGLE EARTH // MORGAN HILL , CA

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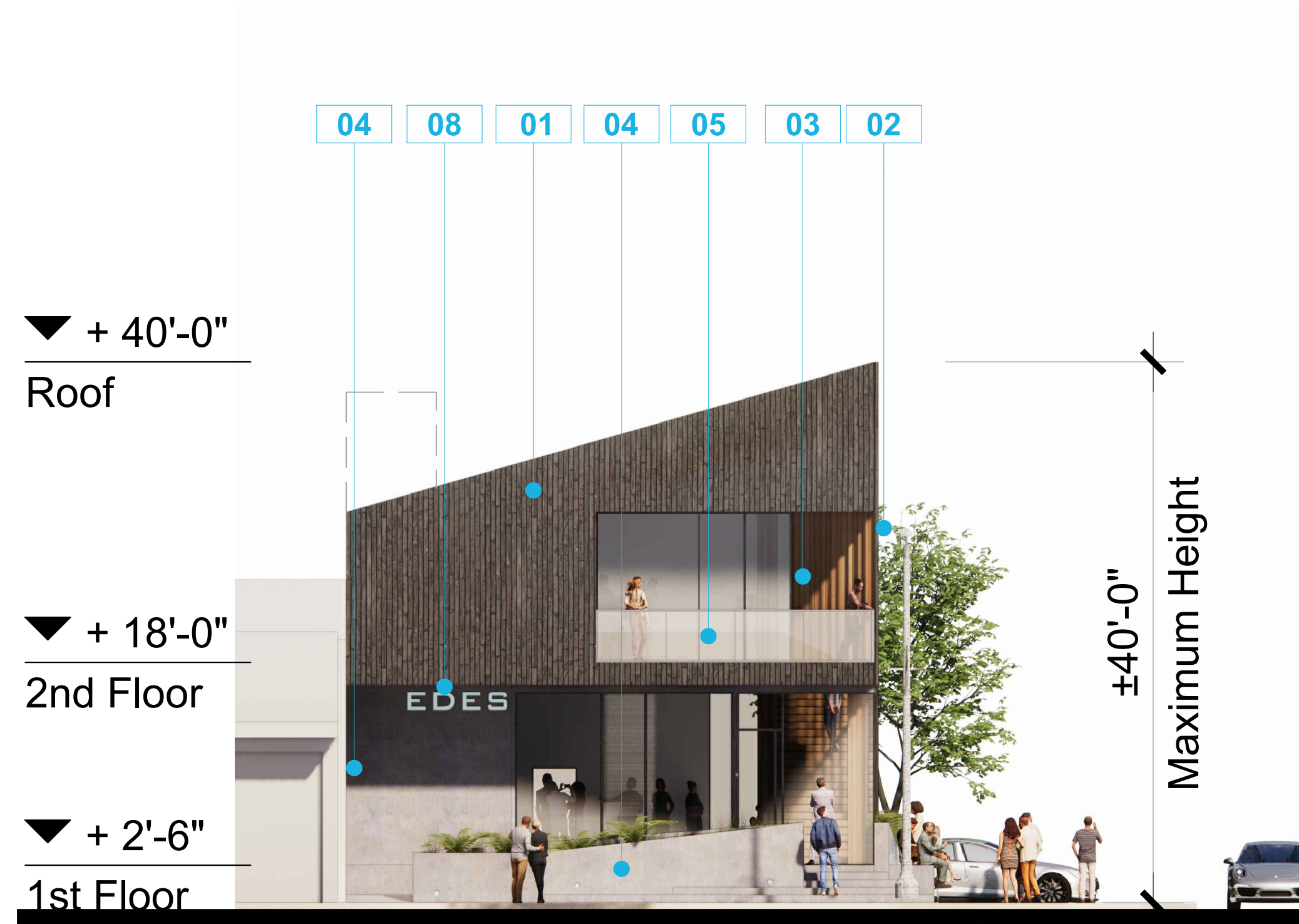
2ND ST + MONTEREY RD
MORGAN HILL, CA



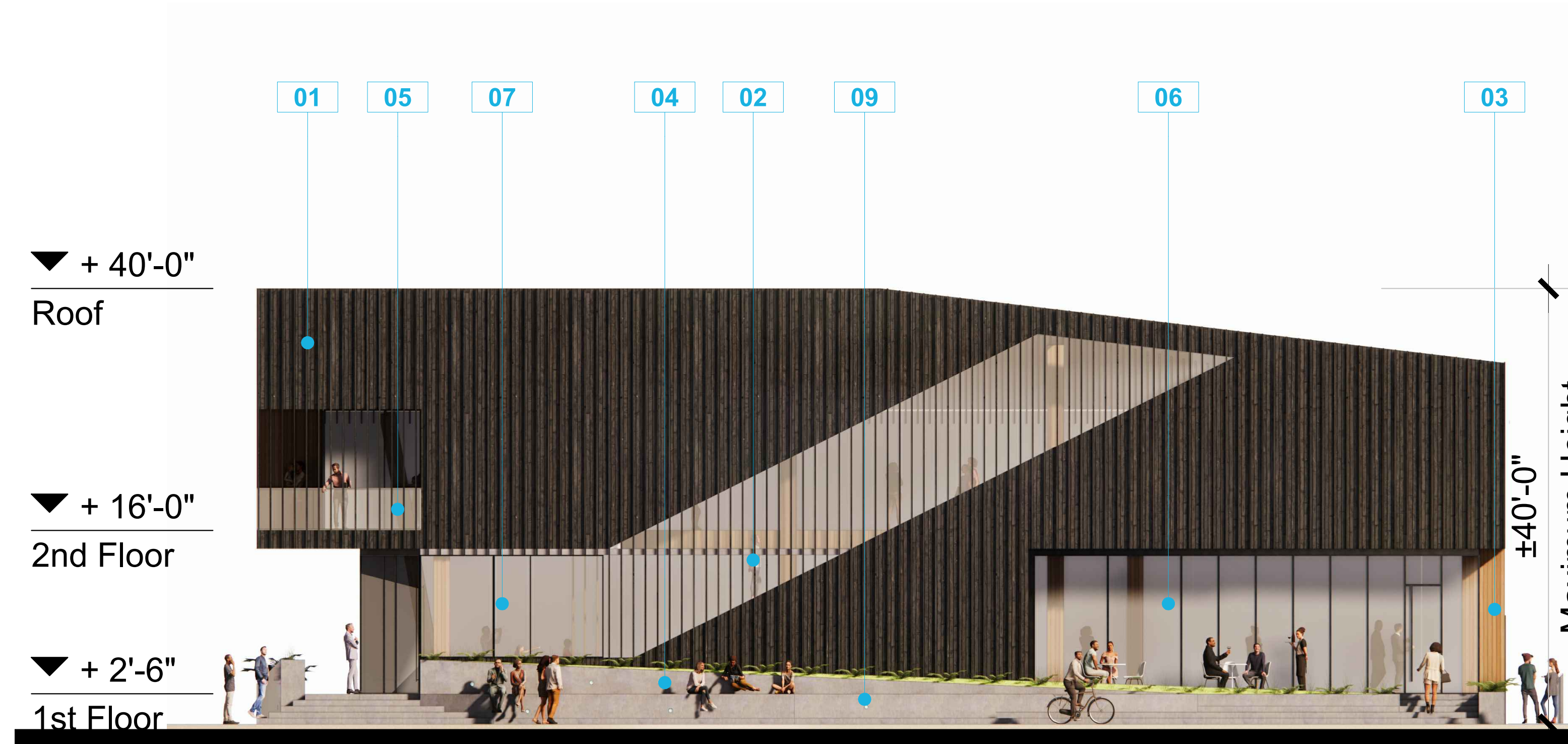
SITE AERIAL VIEW
SITE CONTEXT

A1-2

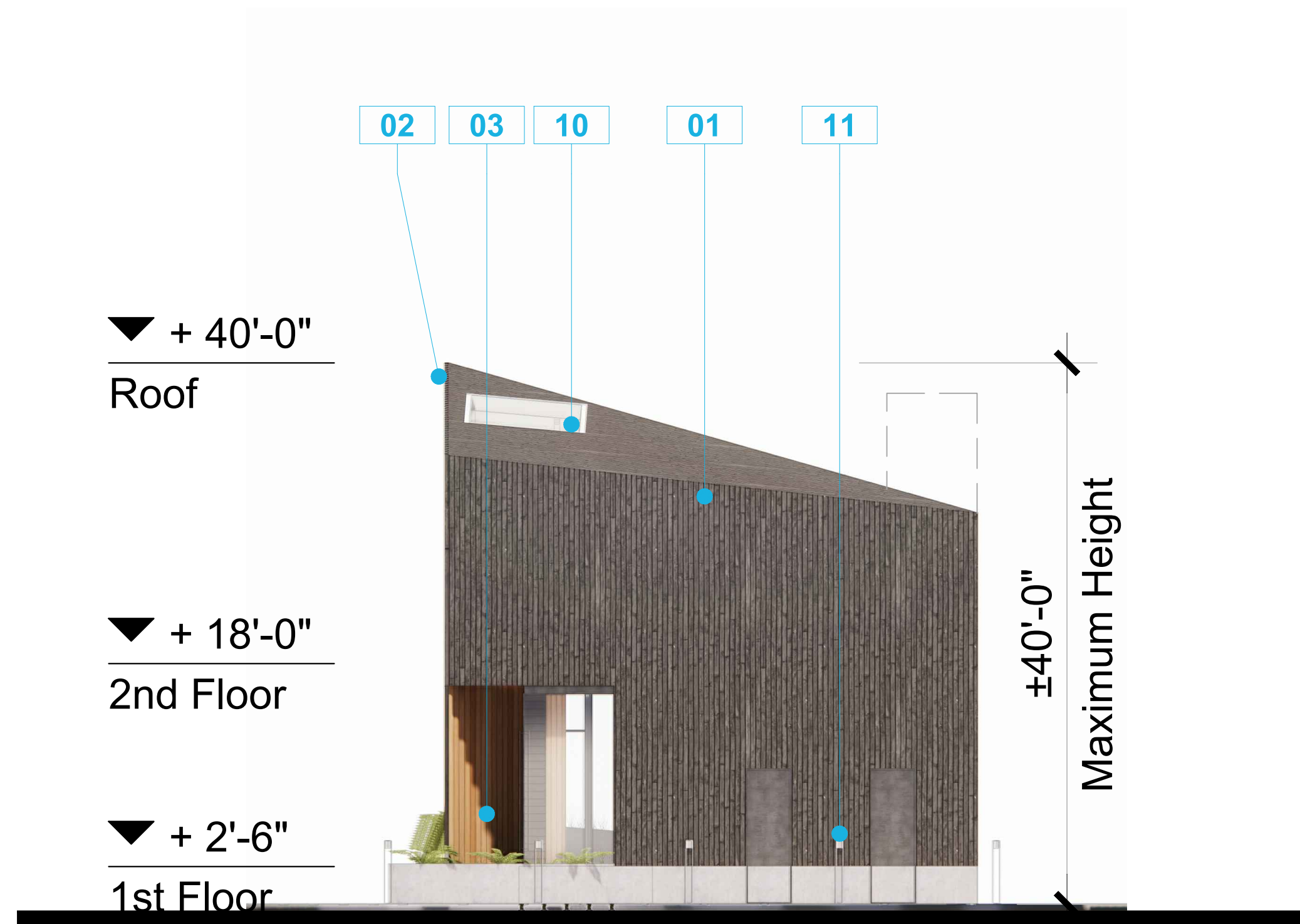
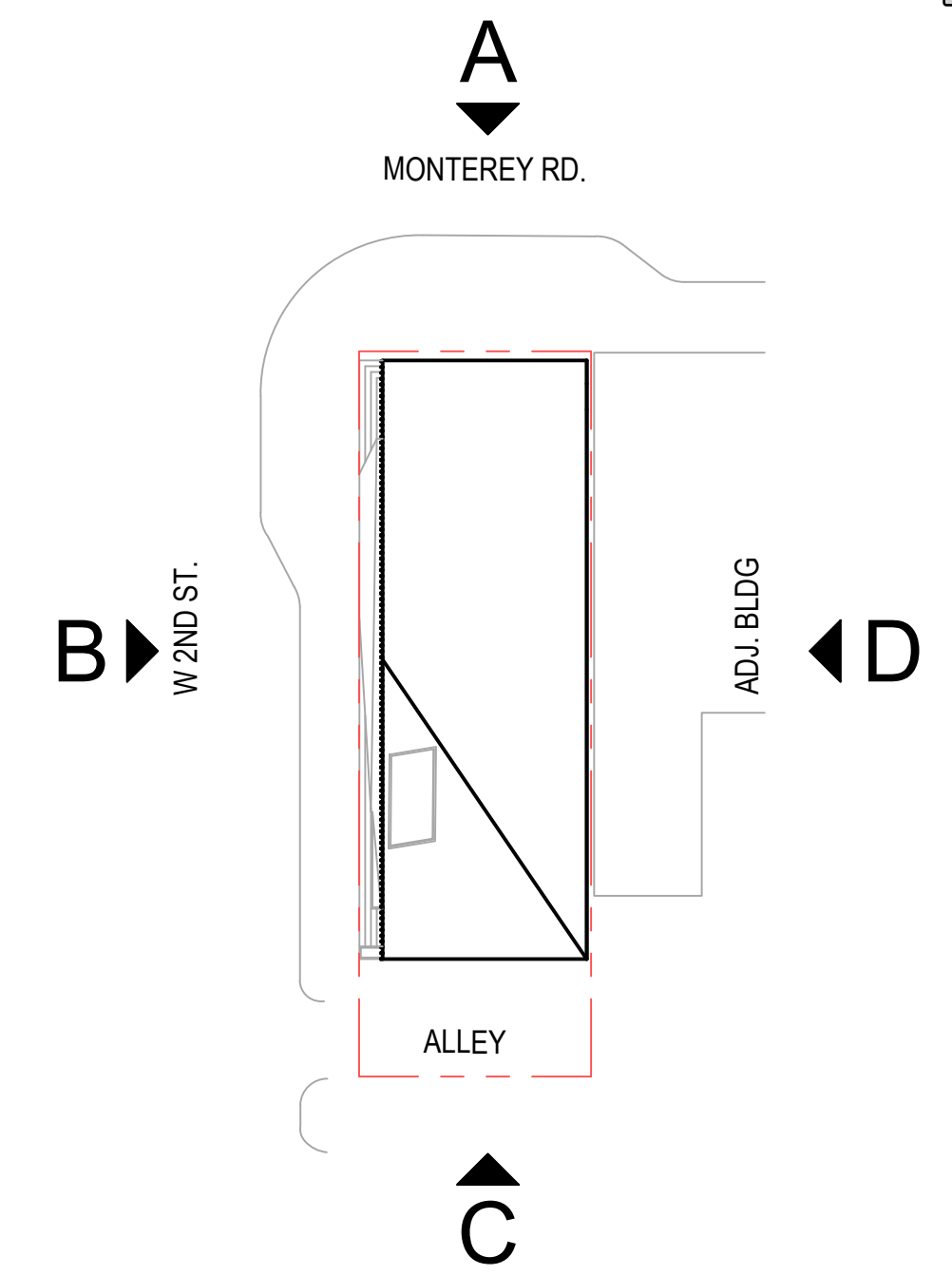
2020-10/26



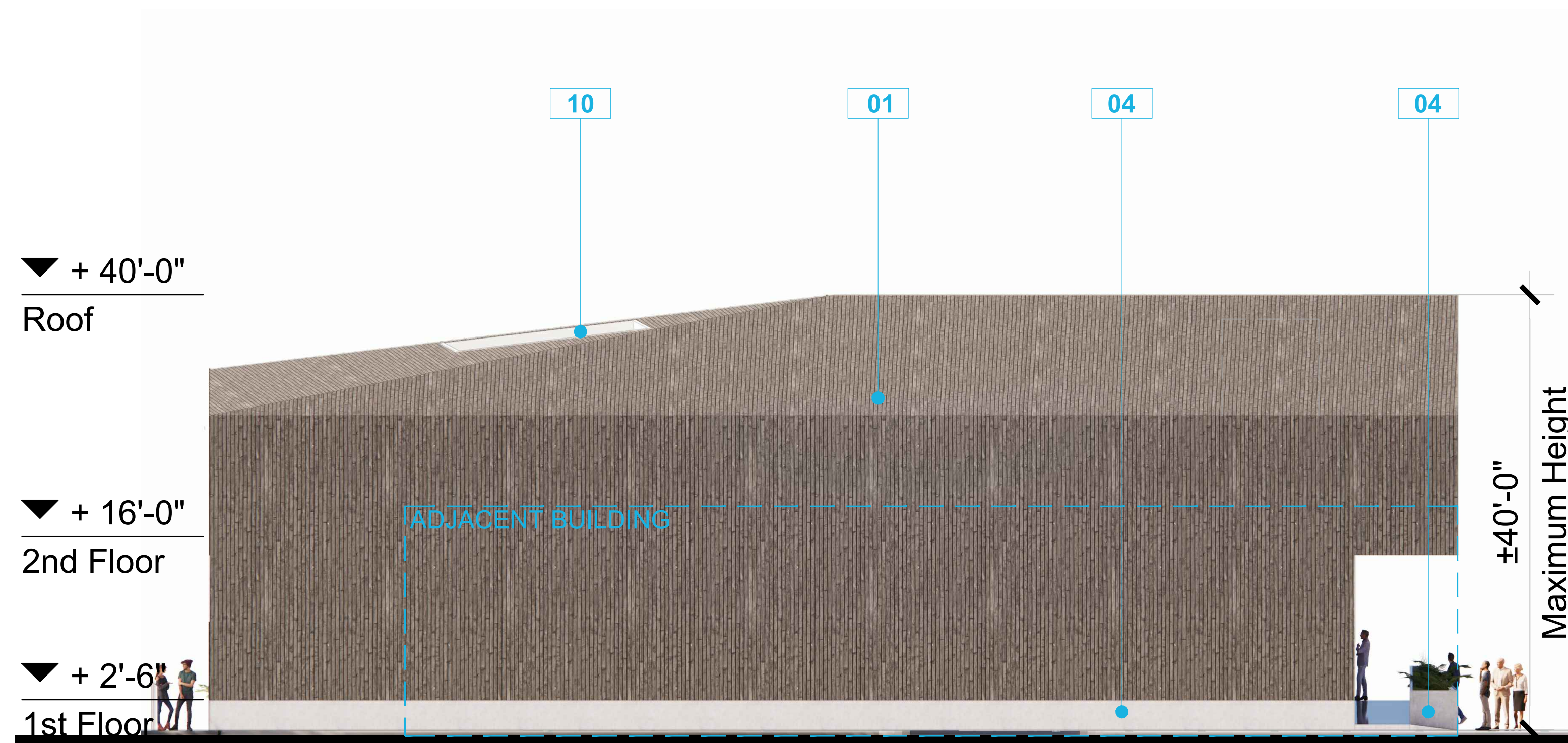
ELEVATION 'A' EAST



ELEVATION 'B' NORTH



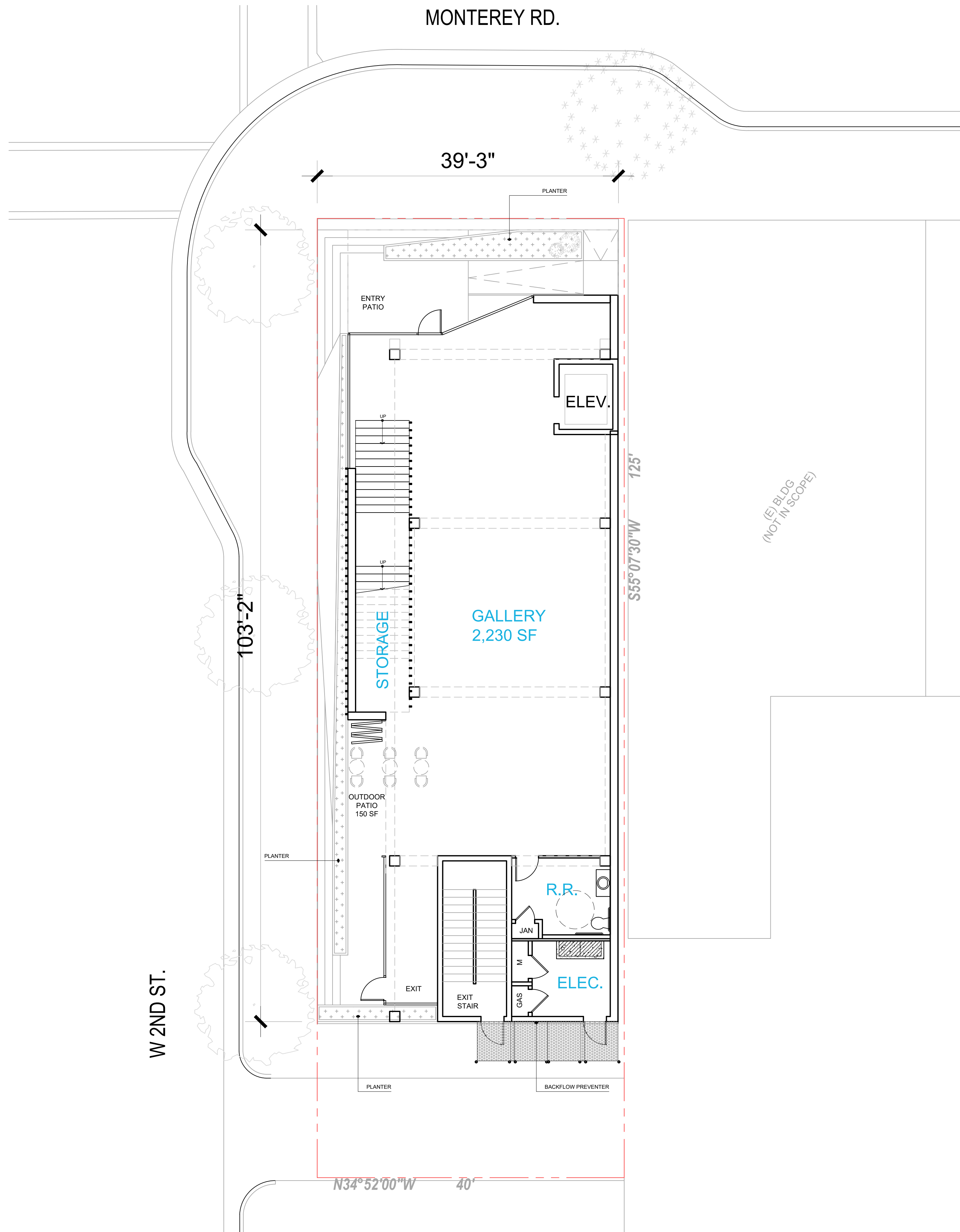
ELEVATION 'C' WEST



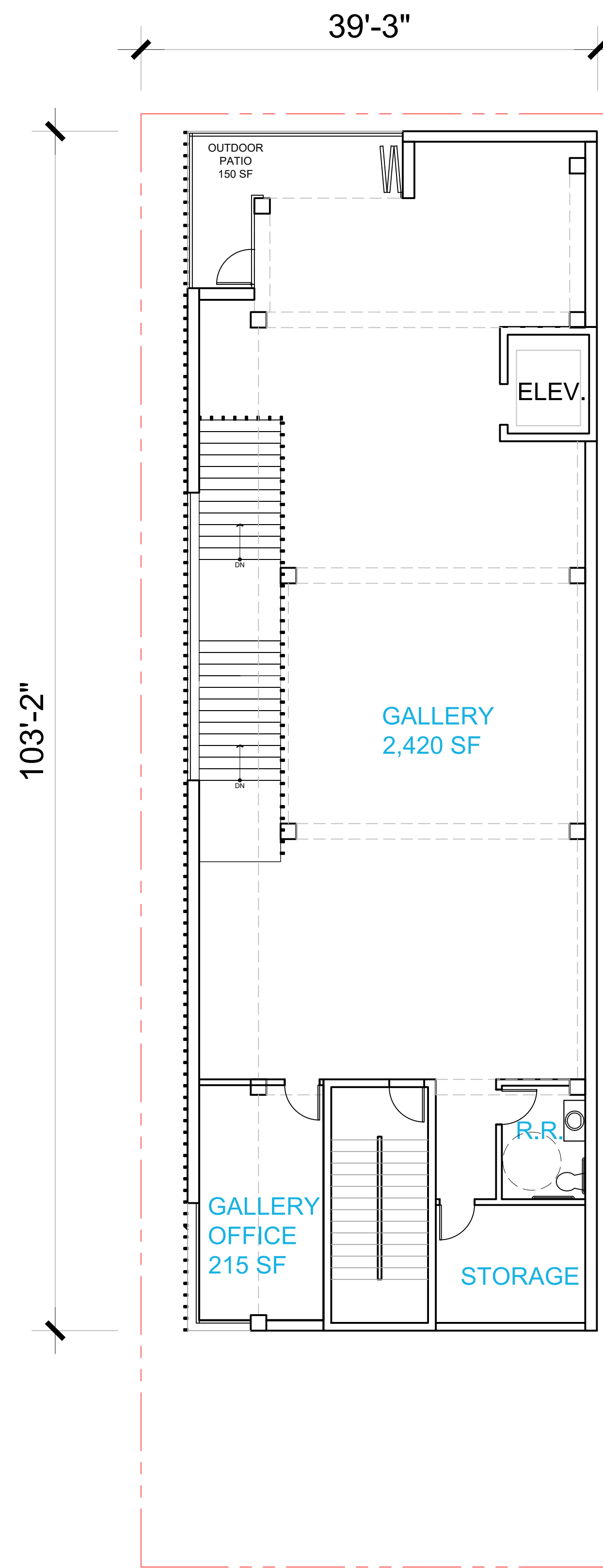
ELEVATION 'D' SOUTH

CALLOUT LEGEND

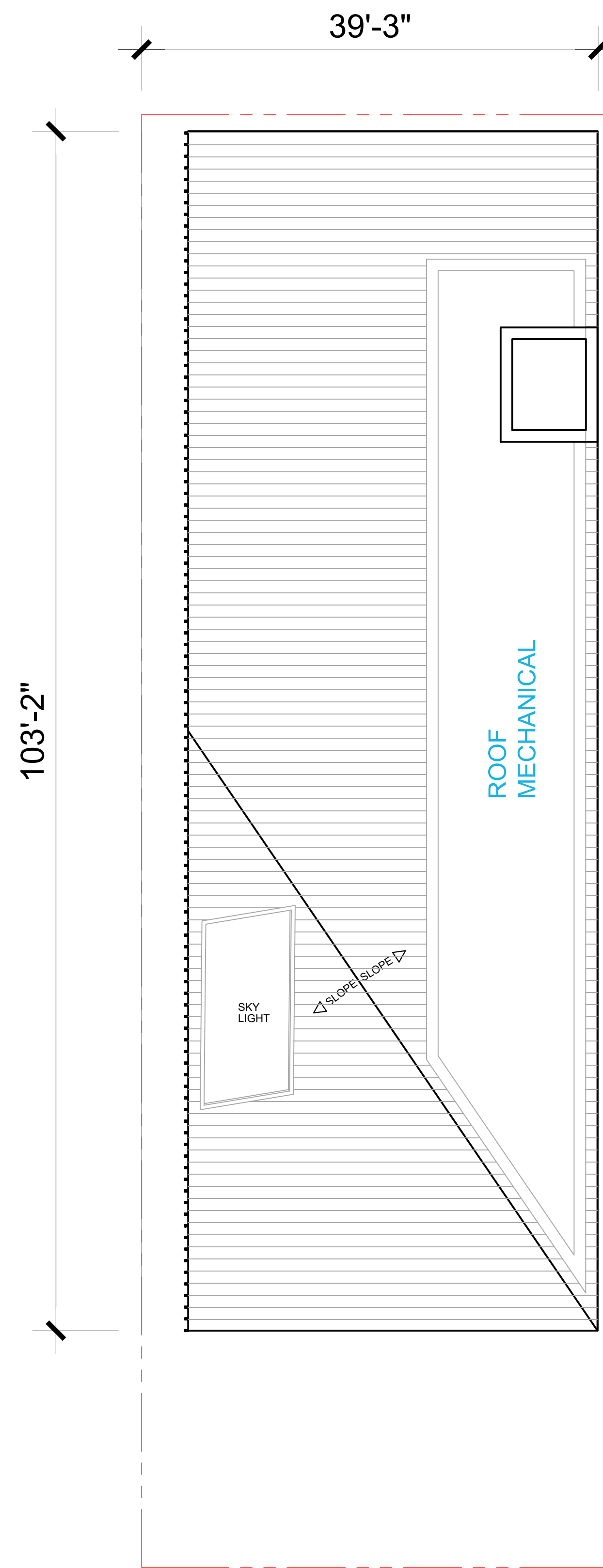
- 01 WOOD // 01
- 02 WOOD // 02
- 03 WOOD // 03
- 04 CONCRETE
- 05 GLASS RAILING
- 06 STOREFRONT
- 07 GLAZING
- 08 SIGNAGE
- 09 LIGHTING
- 10 SKY LIGHT
- 11 BOLLARD



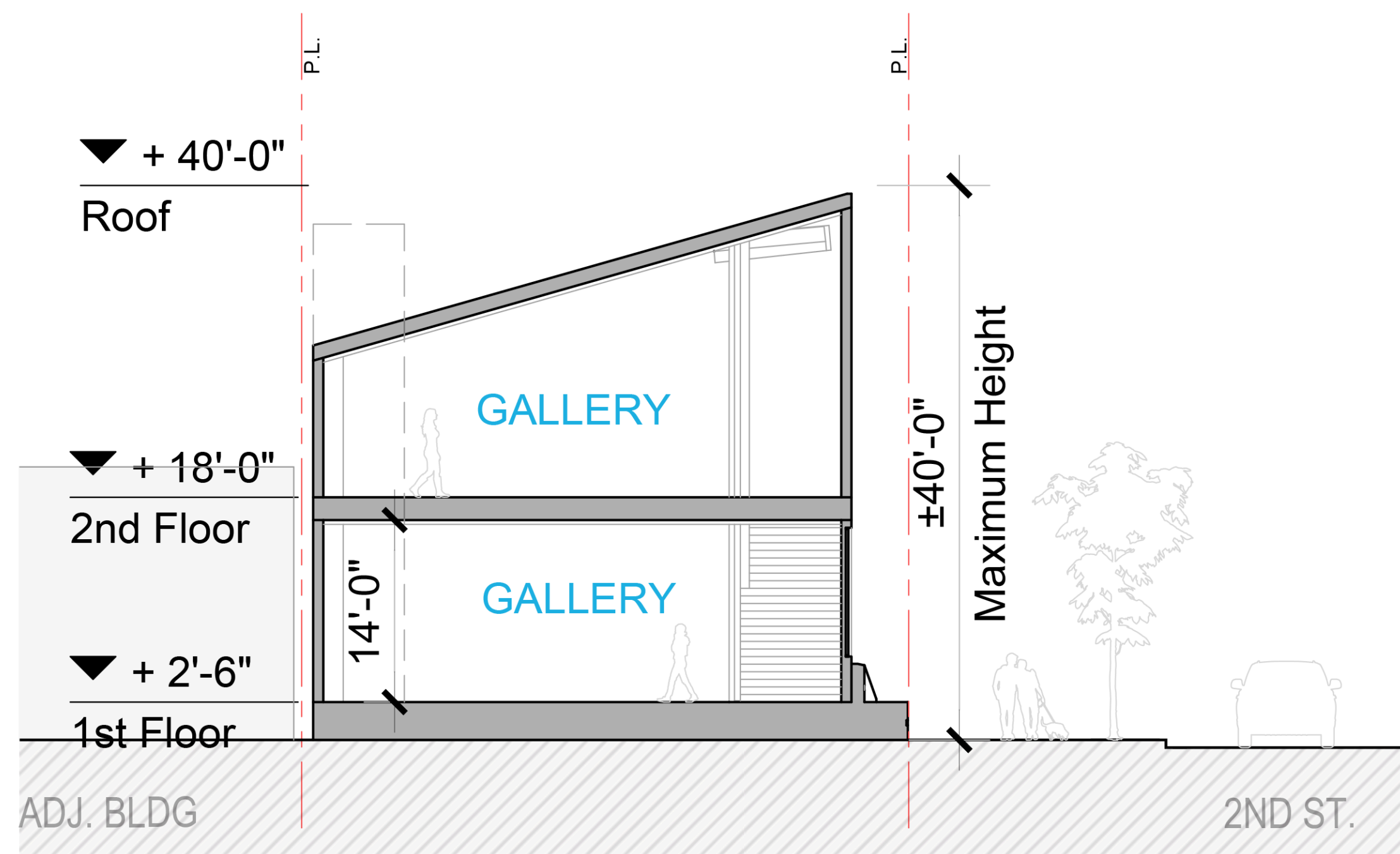
GROUND LEVEL



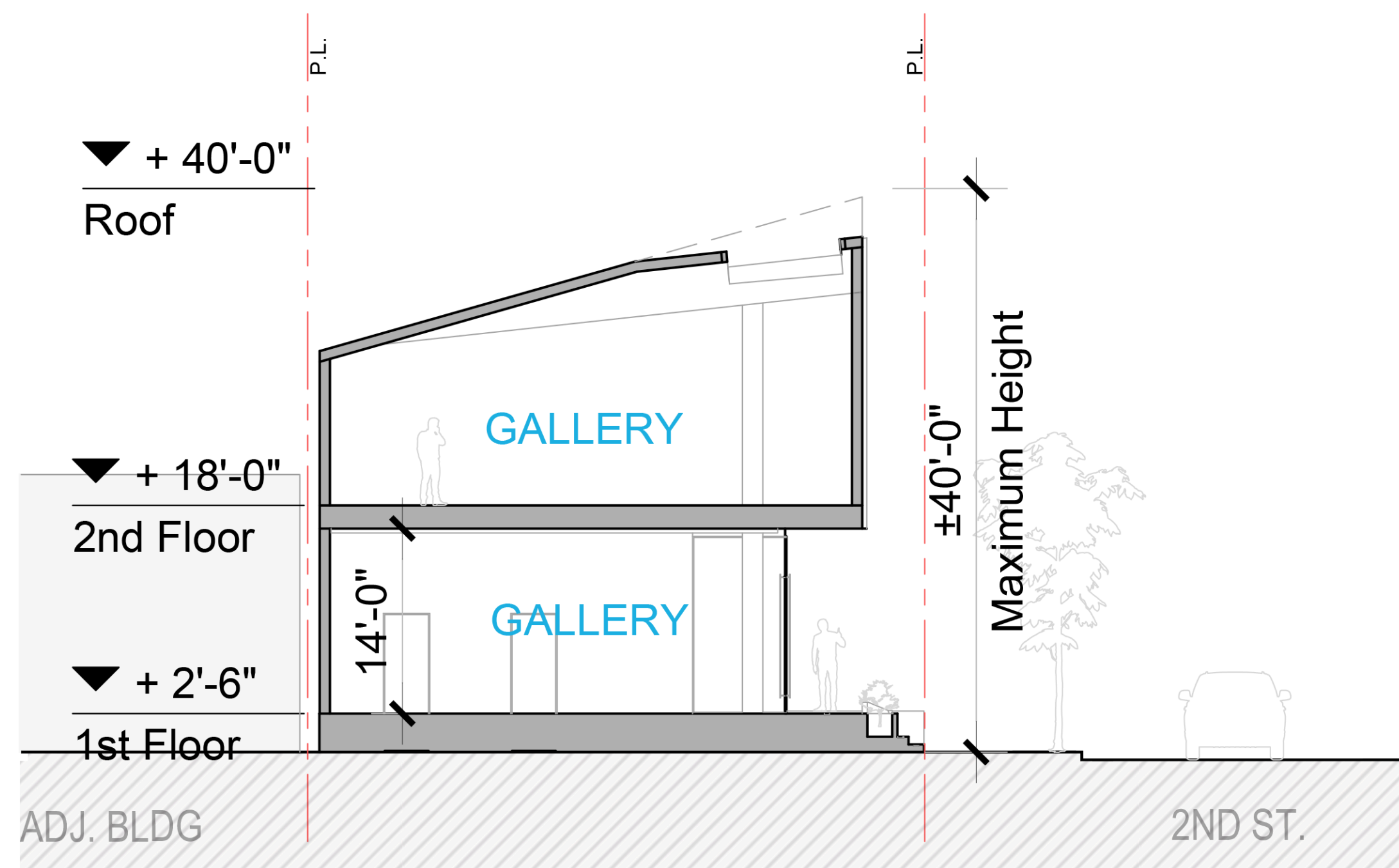
LEVEL 2



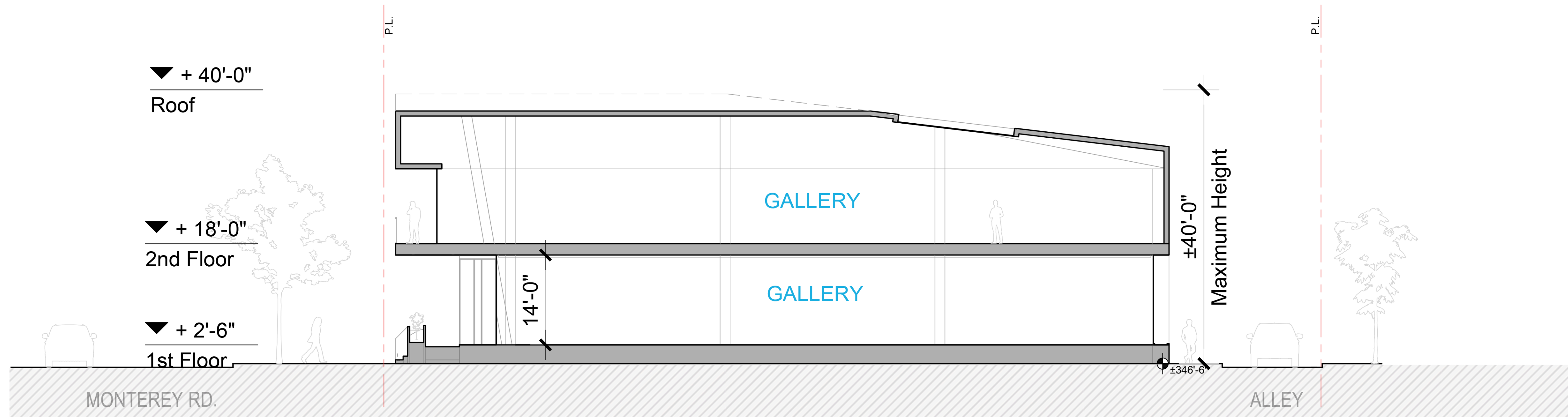
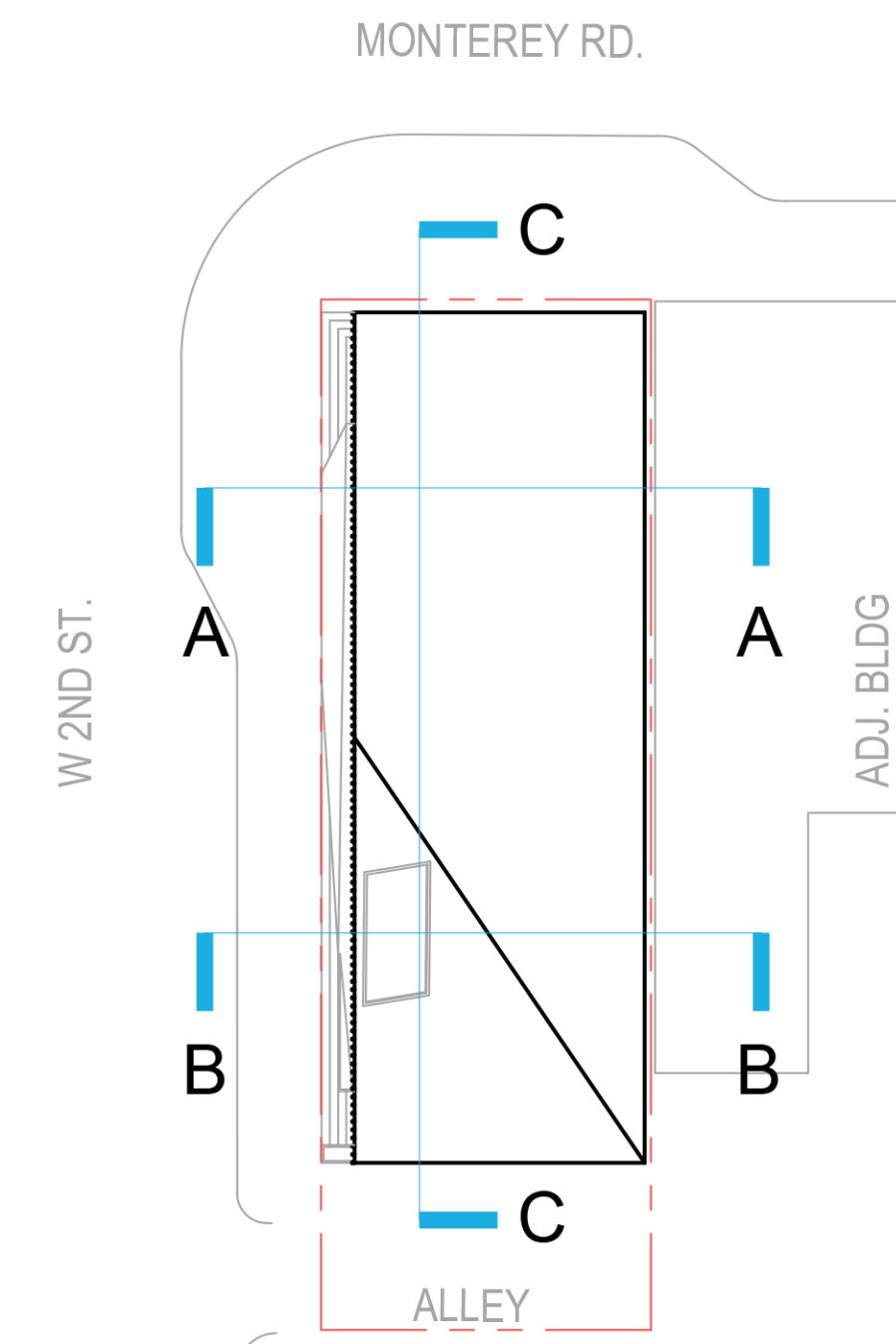
ROOF



SECTION 'A-A'



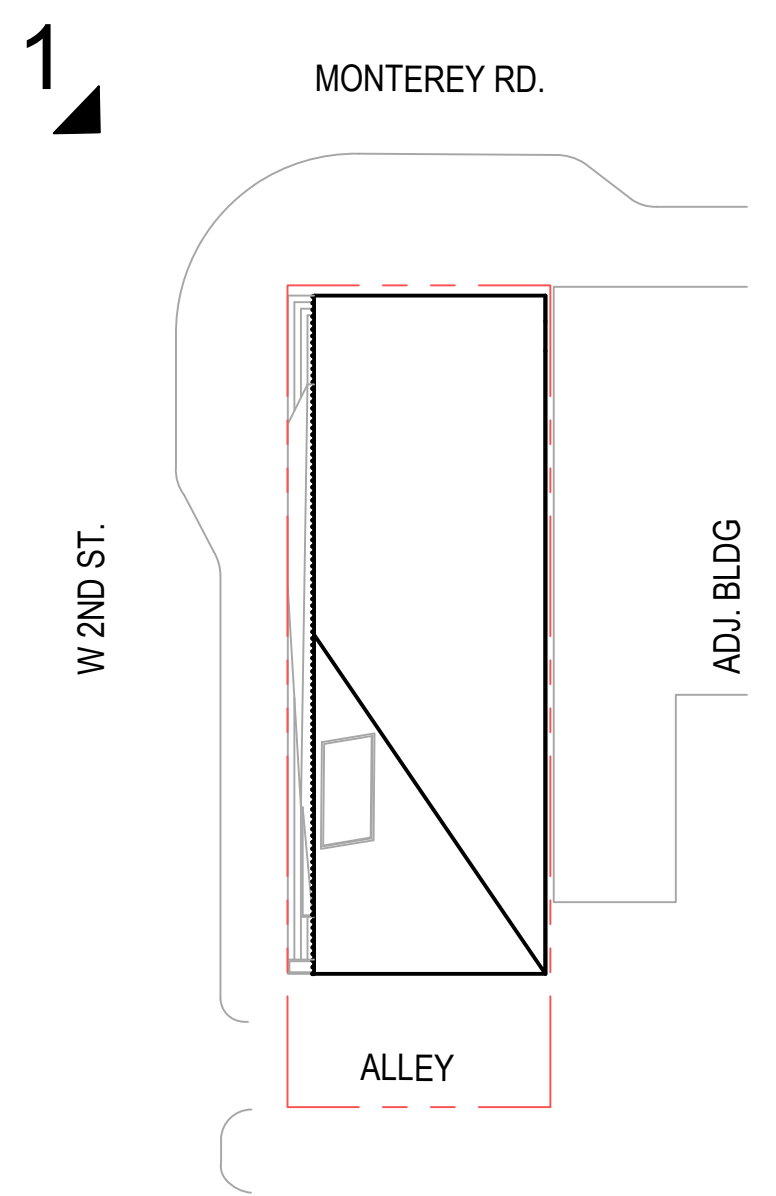
SECTION 'B-B'



SECTION 'C-C'



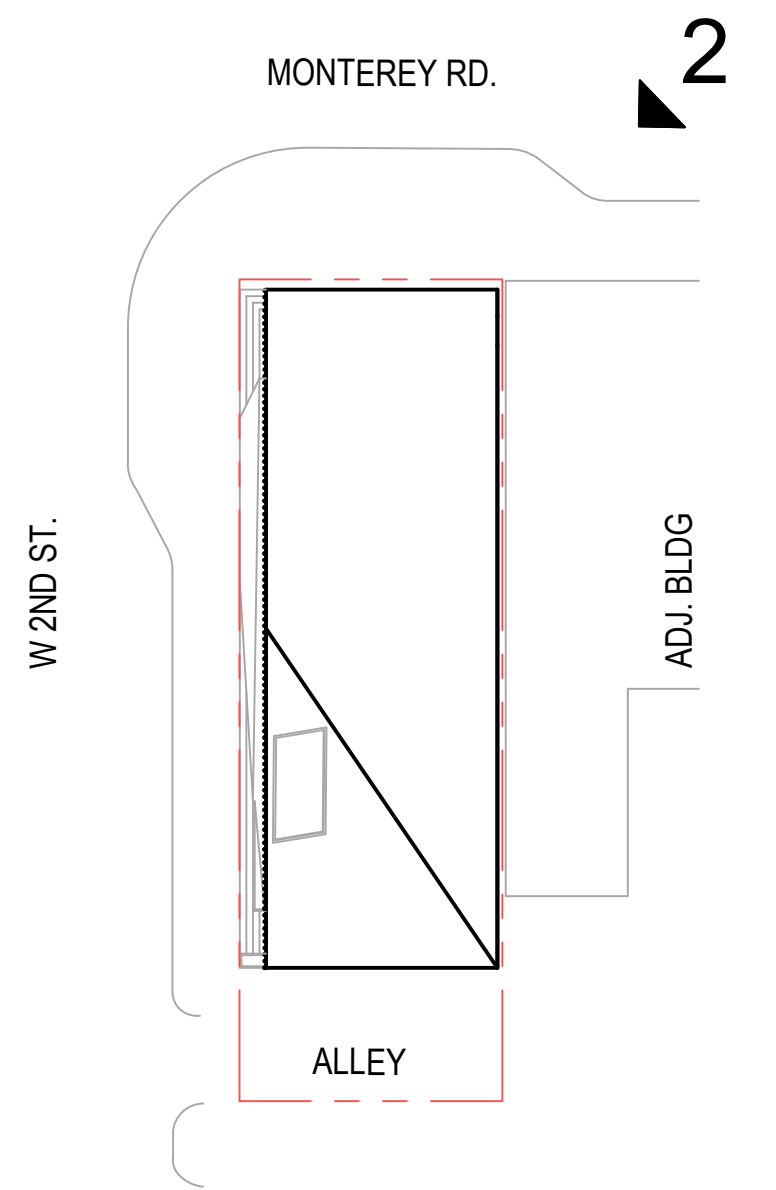
1 - NORTH VIEW : DAY RENDER



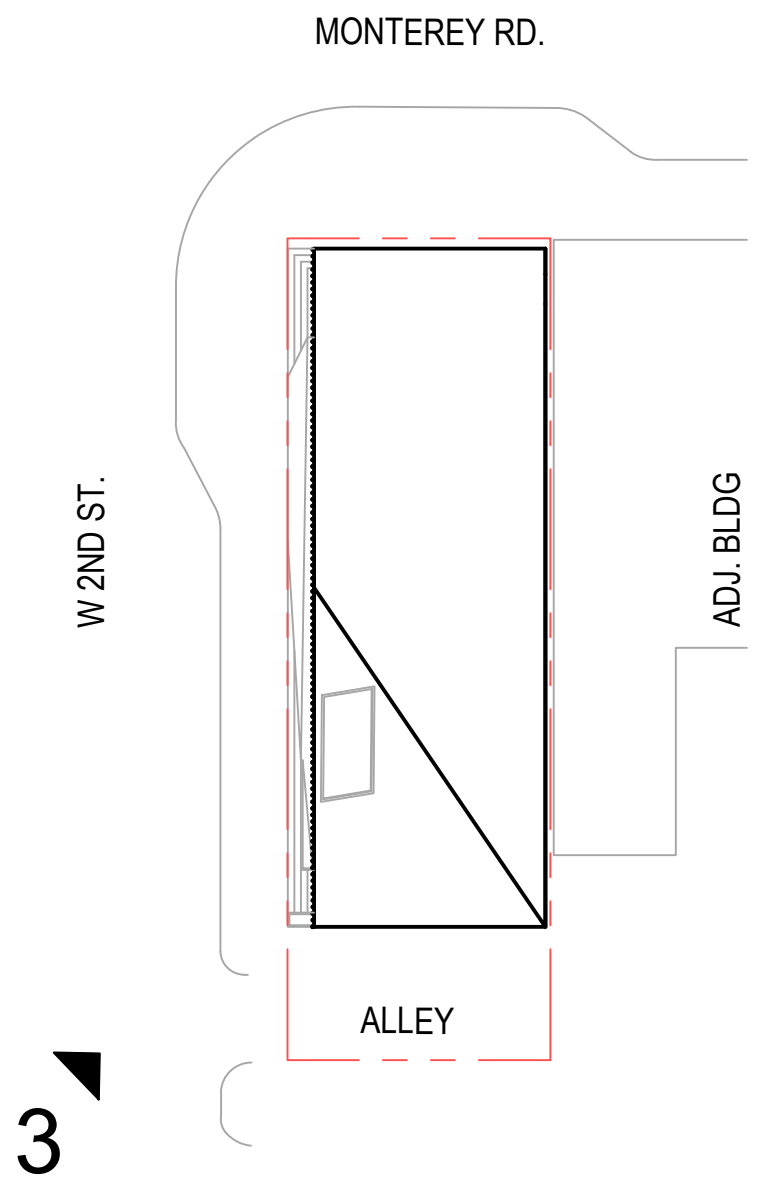
1 - NORTH VIEW - NIGHT RENDER



2 - EAST VIEW : DAY RENDER



2 - EAST VIEW - NIGHT RENDER



3 - WEST VIEW : DAY RENDER



3 - WEST VIEW - NIGHT RENDER

MORGAN HILL DOWNTOWN SPECIFIC PLAN			
CHAPTER 5: DESIGN GUIDELINES COMPLIANCE MATRIX			
Basic Design Principals	1	Buildings should reflect the character of Downtown Morgan Hill.	In terms of architectural style, the building is clearly a contemporary building of its time. It is designed to reflect the character of Downtown Morgan Hill in a compatible, yet respectful way. The building repeats the small retail scale predominant in Downtown, and is articulated in high quality, architectural details in the same way (though not the same style) as surrounding retail buildings.
	2	Buildings along Monterey Road and Third Street should be designed in an architectural style compatible with traditional Main Street buildings.	Aspects of the design of the building which are compatible with traditional Main Street buildings are large ground floor display windows, deep set windows and balcony, and decorative (textural) architectural details.
	3	Structures and landscaping on neighborhood streets west of Monterey Road (i.e. West First, Second, Third, Fourth and Fifth Streets) should be visually compatible with the existing small-scale residential character of the areas.	The roofline of the proposed building is highest on the corner of 2nd and Monterey, emphasizing the retail corner. Along Monterey, the roofline drops to match the scale of the existing one story retail. Along 2nd Street, the roofline also drops lower away from the corner to acknowledge the lower scale of the nearby residential neighborhood.
	4	Buildings should provide a visual continuity of display windows along with architectural and landscape details to provide an interesting environment for pedestrians.	The primary focus of the Monterey façade is tall, vertically proportioned storefront glazing. This glazing also makes of a significant portion of the 2nd Street façade, extending the retail "feel" along 2nd Street per the Downtown Specific Plan, and creating the opportunity for two retail tenants to occupy this building in the future.
	5	Each structure should be uniquely designed for Downtown Morgan Hill.	The design of the building, though contemporary in spirit, is intended to be site specific to Morgan Hill - filling in a vacant gap in the retail streetscape with a building with generous retail storefront glazing. The roof form of the building which encloses the second floor was designed specially to transition the scale between the adjacent one-store retail building adjacent to the site with the two story, gabled building across 2nd Street.
	6	Signage should be appropriate to location and building character.	Currently the only proposed signage is a small scale building mounted sign.
	7	All buildings and remodelings should utilize high quality materials and craftsmanship.	The design of this small building includes careful architectural detailing utilizing high quality materials of natural charater. This building is attempts to match the high quality of nearby existing historical buildings that create the character and texture of Downtown Morgan Hill.
	8	All streets should be designed to balance safety and aesthetics.	The streetscape for this project is intended to create a free-flowing pedestrian experience that opens up and clears unsightly right-of-way equipment as much as possible. Applicant will work with City staff to determine feasibility of relocating equipment in the right of way.

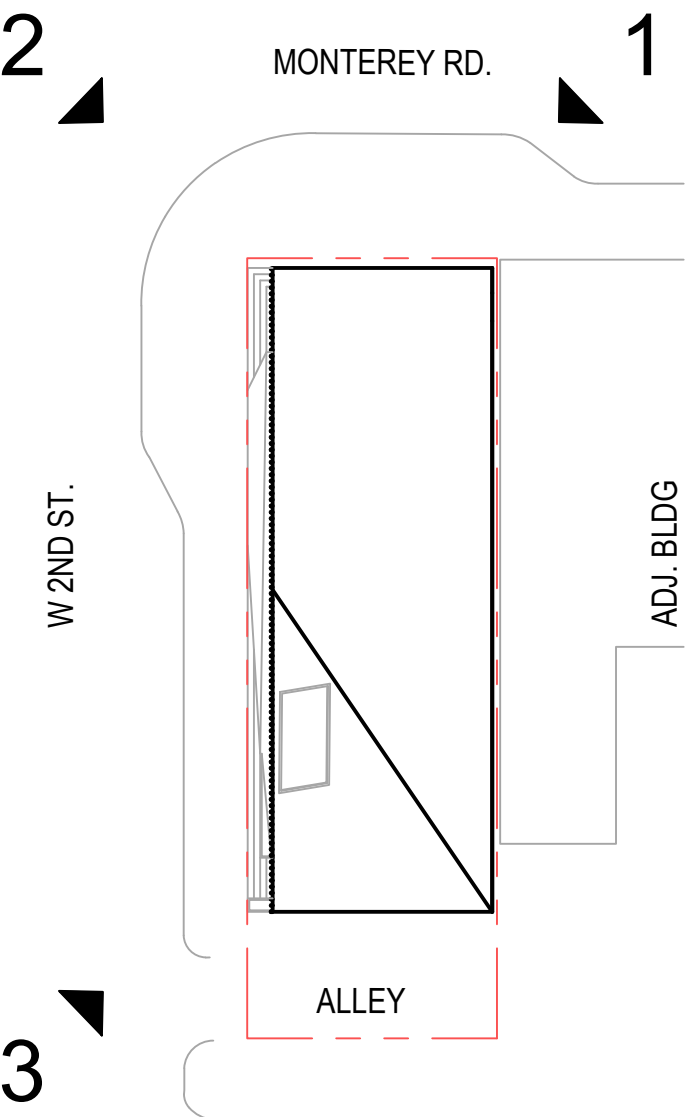
MORGAN HILL DOWNTOWN SPECIFIC PLAN				
CHAPTER 5: DESIGN GUIDELINES COMPLIANCE MATRIX				
Section		Guideline	Compliance	Note
A. All Building Facades	DG-A1	Construct buildings with both solid surfaces and window openings.	YES	Solid wall surfaces and window openings are carefully balanced to provide architectural articulation. At the same time, storefront glazing is provided on both street frontages to integrate with the retail character of the district as well as provide long term flexibility for future retail tenant subdivision in the future.
	DG-A2	Provide distinctions between each floor.	YES	Floor division clearly marked by volumetric changes created by recessing storefront glazing.
	DG-A3	Design external stairways to complement the buildings	YES	In order to raise the ground floor above flood plain elevation, the floor level has been raised approximately 30". Broad exterior steps are integrated with an accessible ramp and planters to form an architectural "plinth" that the building sits upon.
	DG-A4	Design the sides and rear of buildings to complement the front façade.	YES	All three sides of the building (the fourth being adjacent to an existing wall) have the same architectural design.
	DG-A5	Shutters should be designed to enclose the entire window or door.	N/A	
	DG-A6	Building modifications should use the same materials, detail, and color as the rest of the building	N/A	
	DG-A7	Limit the number of building materials used on the façade.	YES	Three materials make up the entire building: vertical wood siding, extensive clear glazing and architectural, trowel-finished concrete.
	DG-A8	Use appropriate materials.	YES	High quality architectural, trowel-finish concrete provides a high-quality, durable finish, and wood siding is a vernacular material with natural character.
	DG-A9	Avoid inappropriate materials.	YES	No rough, unfinished, or artificial materials are proposed.
	DG-A10	Changes in material should generally occur when there is a change in the plane of the façade.	YES	Material changes are tied to volumetric plane changes throughout the building.
	DG-A11	Facades should have finishes and colors similar to those found on traditional buildings in Morgan Hill.	YES	The proposed materials are contemporary applications of traditional materials prevalent in Morgan Hill.
	DG-A12	The natural colors of brick and stone material should be maintained.	N/A	
	DG-A13	Muted and soft colors are encouraged.	YES	The are no applied colors to the building, only the muted, natural color of materials.
	DG-A14	Limit the number of colors used on facades.	YES	Two tones of wood siding are proposed.
	DG-A15	Window openings should have vertical orientation and proportion.	YES	All windows opening and storefront mullions have vertical orientation / proportion.
	DG-A16	Basic and simple window shapes are encouraged.	YES	Windows are simply designed to avoid drawing attention to themselves; instead allowing pedestrians to see into the ground floor of the building.
	DG-A17	Follow the Secretary of the Interior's standards when renovating or modifying historic buildings.	N/A	
B. Mixed-Use Building Facades (CBD Zoning District)	DG-B1	Design Articulated Facades.	YES	Articulation is provided in three ways: 1. The building is divided architecturally into a Base, Middle and Top. 2. Large scale recessed break up the volume of the building. 3. Areas of smooth architectural concrete contrast with textural wood siding.
	DG-B2	Provide ground-floor storefront windows and vertically oriented upper-floor windows	YES	All large ground floor storefront glazing is divided into vertical oriented mullions, as are the second floor areas of glazing.
	DG-B3	Emphasize display windows and storefront entries	YES	Storefront display windows are the main focus of this building, intended to be a background for the art gallery (and any other future uses) inside.

MORGAN HILL DOWNTOWN SPECIFIC PLAN				
CHAPTER 5: DESIGN GUIDELINES COMPLIANCE MATRIX				
Section		Guideline	Compliance	Note
	DG-B4	Create a continuous street wall.	YES	Building contributes to a continuous streetwall, except that the front wall is recessed to accommodate a ramp for accessibility.
	DG-B5	Design storefronts with traditional "Main Street" elements.		
	DG-B6	Provide architectural details to enhance the visual interest of facades.	YES	There are large scale details such as the storefront glazing that steps along with the internal stairs to add interest and encourage pedestrians to enter the building, as well as small-scale details, such as the delicate wood screening elements that cover one side of the corner balcony.
	DG-B7	Building articulation features are encouraged.	YES	Inset storefront glazing and balcony creates volumetric articulation, enhances by textural changes between the two dominant architectural materials utilized on the exterior.
	DG-B8	Provide special accent design elements for corner buildings.	YES	The corner on this key retail corner is emphasized with a recessed enty at ground level, and a dramatic recessed balcony which will glow at night.
	DG-B9	Design structural bays and recessed storefronts on ground floor facades.	YES	The two large areas of storefront glazing (one on each street front) are recessed on the ground floor.
	DG-B10	Provide upper floor and secondary entrances and windows.	YES	This retail use (art gallery) occupies both ground and second floor of the building - glazing located along the interior stairway
	DG-B11	Operable windows and French doors are encouraged for restaurants.	N/A	
	DG-B12	Provide off-street courtyards.	N/A	The site is built out to maximize ground floor retail space and providing a courtyard is not practical.
	DG-B13	Façade Rehabilitation.	N/A	
	DG-B14	Railroad Corridor Special Guidelines.	N/A	
C. Residential Buildings Facades (D-R2, D-R3, and D-R Zoning Districts)	DG-C1-DG through DG-C7		This section does not apply to this project	
D. Block Special Guidelines (Including Sunsweet Site)	DG-D1 through DG-D7		This section does not apply to this project	Site for proposed building is located in Block 11
E. Roofs	DG-E1	Construct roofs that are compatible with the building's character.	YES	The roof is integral to the design of the building. The form of the roof is intended to transition from the scale of the adjacent one-story retail to the taller retail building across 2nd Street.
	DG-E2	Design a consistent roof design for the entirety of each building.	YES	The building provides a consistent roof design that gently modulates alongs it's length to create an appropriate scale.
	DG-E3	Construct gutters and downspouts that are compatible with the building's character.	YES	No visible gutters or downspouts are planned; however, emergency overflow scuppers may be located on the alley side.
	DG-E4	Minimize the public view of downspouts.	YES	No downspouts will be visible to the public.
	DG-E5	Screen rooftop mechanical equipment from public view.	YES	Roof form integrates mechanical screening for all rooftop equipement.
	DG-E6	Design appropriate roof overhangs.	YES	Storefront glazing is protected by being inset to create a soffit condition rather than a projecting overhang.
	DG-E7	Paint vent pipes to minimize public view.	YES	No pipes will be visible to public view.
F. Awnings and Marquees	DG-F1 through DG - F5		This section does not apply to this project	

MORGAN HILL DOWNTOWN SPECIFIC PLAN				
CHAPTER 5: DESIGN GUIDELINES COMPLIANCE MATRIX				
G. Balconies	DG-G1	Construct appropriate balconies	YES	One large "inset" balcony is provided as a special architectural focus on the corner, as well as a place for retail patrons to pause and look out over the downtown streetscape.
	DG-G2	Use compatible materials	YES	Balcony materials are the same as the primary architectural materials.
	DG-G3	Construct high quality balconies	YES	The balcony is carefully detailed to provide an engaging, architectural focus the will enhance this important retail corner.
H. Bay Windows	DG-H1 through DG-H2		This section does not apply to this project	Proposed project does not include bay windows.
I. Front Porches and Stoops	DG-I1	Construct appropriate front porches and stoops	N/A	
	DG-I2	Design compatible front porches and stoops	N/A	
J. Outdoor Open Space	DG-J1 through DG-J5		This section does not apply to this project	Although this project does not provide traditional outdoor open space, the necessity of raising the ground floor to stay out of the flood plain allowed the design to incorporate pedestrian-friendly amenities such as planters, steps, a ramp and integrated bench seating to create an active, pedestrian friendly zone on the corner of this prominent site.
K. Service Areas	DG-K1	Construct service areas away from public view.	YES	Service areas are accessed only from the alley, away from public view.
	DG-K2	Design compatible trash enclosures	YES	This project proposes to combine trash with other nearby retailers in a location near the project, but off-site.
L. Mechanical and Electrical Equipment	DG-L1	Construct service areas away from public view.	YES	All mechanical and electrical equipment on site will be contained within the building, or screened (in the case of any required rooftop equipment).
M. Landscaping	DG-M1	Provide landscaping in appropriate areas.	YES	Low growting planting is incorporated into foundation planters along the street sides to minimize the apparent effect of the change in floor elevation required to stay out of the floor plain. This landscaping will not obscure the retail character of the building, nor inhibit views through the storefront into the building.
	DG-M2	Provide a variety of vegetation.	YES	Plantes will contain an interesting variety of low-growing plants which will complement, rather than compete with, the retail use.
	DG-M3	Avoid over-spray from automatic irrigation systems.	YES	Although the planter irrigation has not yet been designed, it is intended to be a low water landscape irrigated with a drip irrigation system if possible.
	DG-M4	Provide at least 7 feet of vertical clearance between branches and sidewalk.	N/A	No trees are provided on the site; however, if any required streetscape trees in the public way will comply with this requirement.
	DG-M5	Construct an adequately sized planting area for all trees.	N/A	
	DG-M6	Replace mature significant trees removed from the site.	N/A	
	DG-M7	Maintain landscaped areas.	YES	Landscaped planters will be regularly maintained.
	DG-M8	Construct tree wells and grates fro trees near a pedestrian walkway or plaza.	N/A	
	DG-M9	Surface parking lot landscaping.	N/A	
	DG-M10	Plant appropriate trees near parking areas.	N/A	
	DG-M11	Construct public art in landscaped areas.	N/A	

MORGAN HILL DOWNTOWN SPECIFIC PLAN				
CHAPTER 5: DESIGN GUIDELINES COMPLIANCE MATRIX				
	DG-M12	Construct flowerpots and planter boxes.	YES	Planters are architecturally integrated into the base of the building.
	DG-M13	Design appropriate landscaping.	YES	Low growing planting will enhance, but not dominate the retail experience of pedestrians.
	DG-M14	Design developments to incorporate mature landscaping.	N/A	
	DG-M15	Construct service areas away from public view.	YES	Building service areas are accessed from the alley.
N. Fences, Walls, and Gates	DG-N1 through DG-N3		This section does not apply to this project	
O. Site Lighting	DG-O1	Provide lighting in appropriate areas.	YES	Soffit lighting is designed to softly illuminate entries, storefront areas and the corner balcony. Low-voltage accent lighting is provided in streetside archtiectural elements.
	DG-O2	Design lighting to illuminate only the intended areas.	YES	Only focused lighting is provided, there are no wall packs or wide beam spread lighting proposed.
	DG-O3	Avoid light and dark pockets.	YES	All recessed are gently lighted to avoid any dark pockets.
	DG-O4	Avoid over-lighting buildings and sites.	YES	Only focused lighting and subtle accent lights are proposed.
	DG-O5	Provide storefront window lighting.		Hidden source interior lighting will wash down the storefront areas to create a "sparkle" typical to effective retail lighting.
P. Plazas, Walkways, and Courtyards	DG-P1 through DG-P8		This section does not apply to this project	
Q. Outdoor Dining in the Public Right-of-Way	DG-Q1 through DG-Q7		This section does not apply to this project	
R. Streetscape Furniture and Amenities	DG-R1	Construct amenities and furniture to minimize interference with pedestrians.	YES	Built-in streetscape seating is architecturally integrated into the base of the building, clear of the retail pedestrian path.
	DG-R2	Construct appropriate streetlights and other amenities.	YES	Applicant will work with City staff to incorporate appropriate streetscape lighting. Currently, ground recessed accent lights are proposed to highlight this important corner retail site, subject to City staff's approval and conditions.
	DG-R3	Design safe and attractive bulbouts and pedestrian crossings.	YES	Applicant will work with City staff on any improvements that may be required in the public right-of-way.
	DG-R4	Provide frequent amenities along streets.	YES	Although the site is small, the architectural base, or plinth, of the building offers built-in street furniture for pedestrians.

1 - EAST VIEW



#1 CHARACTER OF DOWNTOWN //

BUILDING BREAKS & FACADE ARTICULATION OCCUR AT BUILDING ENTRIES & BALCONY.

#2 ARCHITECTURAL STYLE //

SIMILAR CHARACTERS WITH SURROUNDING CONTEXT:

- LARGE GROUND FLOOR
- DISPLAY WINDOWS
- DEEP-SET BALCONY
- NATURAL WOOD CLADDING & SCREENING.

#3 VISUALLY COMPATIBLE //

ROOF PROFILE SLOPES TO SURROUNDING CONTEXT:

- RETAIL (MONTEREY RD.)
- RESIDENTIAL (2ND ST.)

#4 VISUAL CONTINUITY //

PEDESTRIAN LEVEL

- LARGE DISPLAY WINDOWS FOR PRODUCTS
- PUBLIC SEATING
- INTEGRATED STREET LIGHTING
- LANDSCAPE ELEMENTS INTEGRATED WITH THE ARCHITECTURE

#5 UNIQUELY DESIGNED //

MORGAN HILL'S FLAGSHIP FOR ART

- FORM FOLLOWS FUNCTION OF PROGRAM & SURROUNDING CONTEXT
- USE OF NATURAL TACTILE MATERIALS RELATE TO SITE & APPLIED TO FORM
- GROUND FLOOR INVITES PEDESTRIANS TO ENGAGE WITH STRUCTURE WHILE MEETING FLOOD PLAN REQUIREMENTS.

#6 SIGNAGE //

- RECESSED LIGHTING
- CARVED NAME/ADDRESS IN CONCRETE
- PEDESTRIAN LEVEL
- ONE LETTER FONT

#7 MATERIALS //

EXTERIOR & INTERIOR SIDING

- SHOU SUGI BAN : TECHNIQUE THAT PRESERVES WOOD
- BLACKING OF WOOD REVEALS CLEAN, DISTINCT LINES AND AN INHERENT TEXTURAL BEAUTY
- NATURAL OILS FOR FINISH

#8 SAFETY & AESTHETICS //

- INTEGRATED SURFACE STREET LIGHTING FOR SAFETY.
- INTEGRATED SEATING & PLANTERS WITHIN PLYNTH FOR PUBLIC USE.



2 - NORTH VIEW

3 - WEST VIEW

1 - EAST VIEW



- A11 SIMILAR FINISHES AND COLORS //
- A13 MUTED AND SOFT COLORS //
- A14 NUMBER OF COLORS ON FACADE //

2 NATURAL MATERIALS EXPRESSING NATURAL COLORS

- WOOD & CONCRETE

- A15 WINDOW OPENINGS //
- A16 WINDOW SHAPES //

TALL BASIC & SIMPLE WINDOWS AT GROUND LEVEL REFLECT DOWNTOWN CHARACTERISTICS

- G3 HIGH QUALITY BALCONY //
- G2 MATERIALS FOR BALCONY //

- BALCONY RECESSED WITH A CONTRASTING WOOD (SHOU SUGI BAN) FINISH
- GLASS RAILING PANELS WITH WOOD SCREENING

- A4 ALL SIDES COMPLEMENT //
- A7 NUMBER OF MATERIALS //
- A8 APPROPRIATE MATERIALS //

CONSISTENT WITH LOCAL VERNACULAR ARCHITECTURE

- WOOD (SHOU SUGI BAN) - LOW MAINTENANCE AND NATURAL
- LARGE GLASS DOORS & WINDOWS

- E2 CONSISTENT ROOF DESIGN //
- E1 CONSTRUCT ROOF //

ROOF FORM & MATERIALS ARE COMPATIBLE WITH STYLE

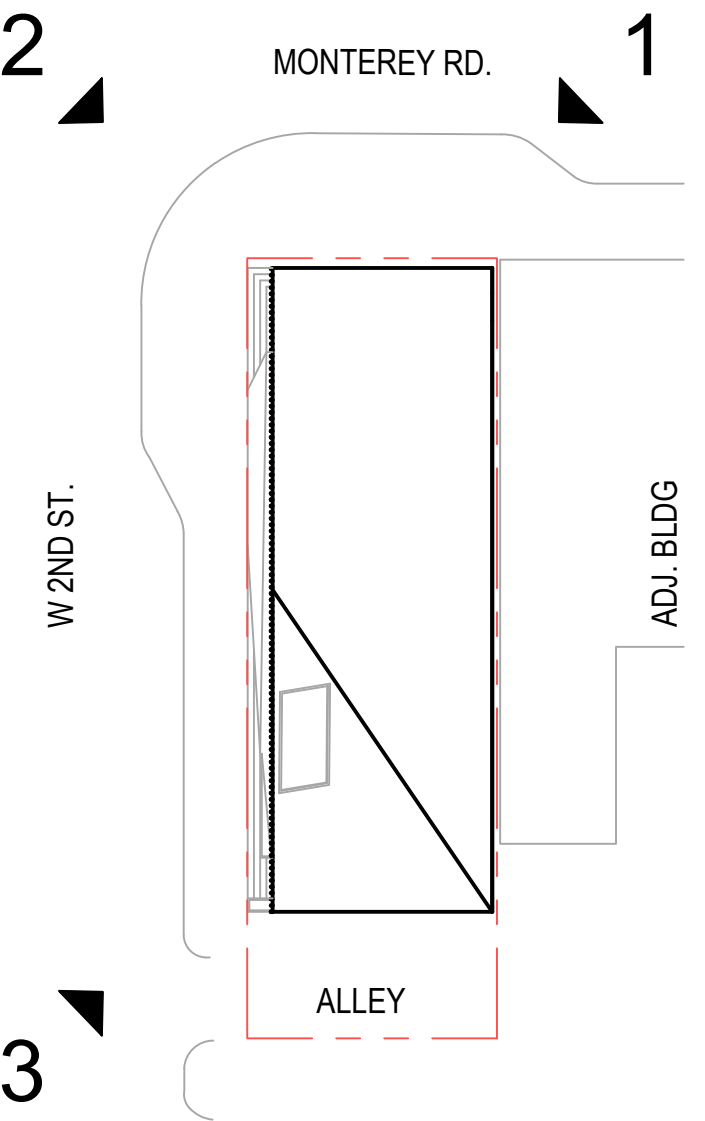
- DARK GALVANIZED METAL MATCH COLOR OF EXTERIOR CLADDING

- * ARTICULATED FACADE //

- A DEFINED ROOF LINE ADDRESSES SCALE OF SURROUNDING CONTEXT
- A DEFINED BASE ADDRESSES BUILDING ENTRY & PUBLIC USE
- LARGE RECESSED STOREFRONT DEPTH DEFINES ENTRIES & PUBLIC SPACES
- VERTICAL SIDING CAST SHADOW PATTERNS
- GLAZING DEFINE IMPORTANT AREAS OF PROGRAM

- R4 FREQUENT AMENITIES //
- R2 CONSTRUCT STREETLIGHTS //
- R1 MINIMIZE FURNITURE W/PEDESTRIANS //

- SEATING IS PART OF THE ARCHITECTURE AS WELL AS THE LIGHTING
- PROPOSED TRASH / RECYCLE RECEPTACLES TO BE PROVIDED ON EVERY BLOCK AT INTERVALS NO GREATER THAN 200 FT.



- A1 SURFACES & OPENINGS //

- NATURAL TACTILE SIDING WRAPS BUILDING.
- WOOD BATTENS CREATE A PLAY ON SHADOWS THROUGHOUT THE DAY
- LARGE OPENINGS EXPOSE TYPE IV - TIMBER CONSTRUCTION

- A2 FLOOR DISTINCTIONS //

- LARGE WINDOWS EXPOSE FLOOR LEVELS AND PROGRAM AT EACH LEVEL

- A3 STAIRWAYS //

- ENCASED WITHIN BUILDING ENVELOPE FOR A CLEAN MODERN EXTERIOR.

- P3 LIGHTING IN AREAS //

- P2 ACTIVE GROUND FLOOR SURFACES //
- P1 ORNAMENTAL SURFACES //

- A10 CHANGE IN MATERIALS //

- CONCRETE PLINTH DEFINES PLANTERS, STAIRS, RAMP AND OUTDOOR SEATING
- WOOD SIDING DEFINES GALLERY

- L1 SERVICE AREAS AWAY FROM VIEW //

- E4 MINIMIZE VIEW OF DOWNSPOUTS //
- E5 SCREEN ROOFTOP MECH. EQUIP. //

- PARAPETS TO CONCEAL ROOFTOP EQUIPMENT.
- WATER DRAINAGE IS WITHIN THE FACADE & TOWARDS THE ALLEY

- M PROVIDED LANDSCAPE //

- VARIETY OF VEGETATION
- IRRIGATIONS SYSTEMS WITHIN PLANTERS
- ALL ADEQUATELY SIZED PROPOSED TREES WILL BE ACCOMPANIED WITH WELLS & GATES

- O SITE LIGHTING //

- SIDEWALK, SIGNAGE, PLANTERS, STAIRS, STOREFRONT & ENTRIES



2 - NORTH VIEW

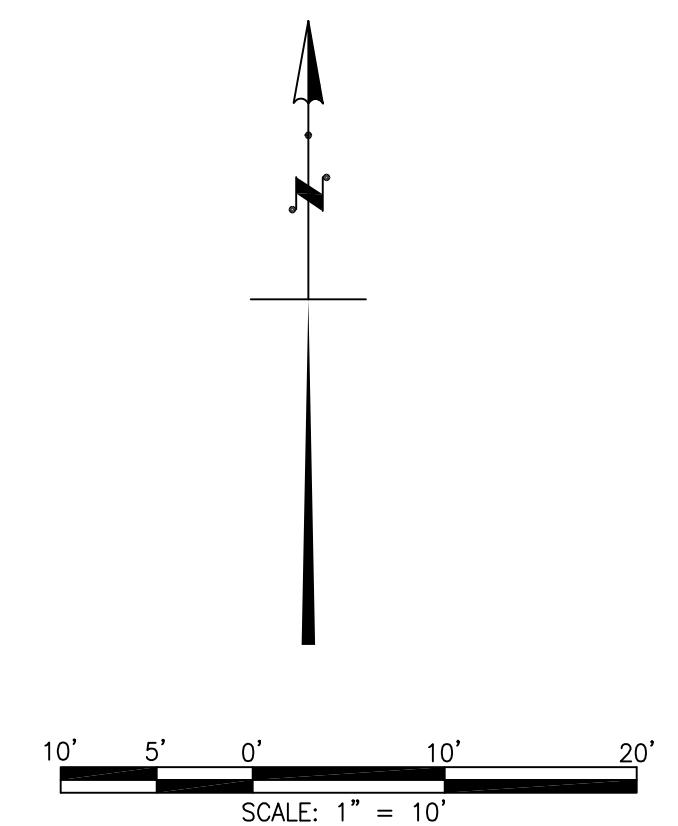


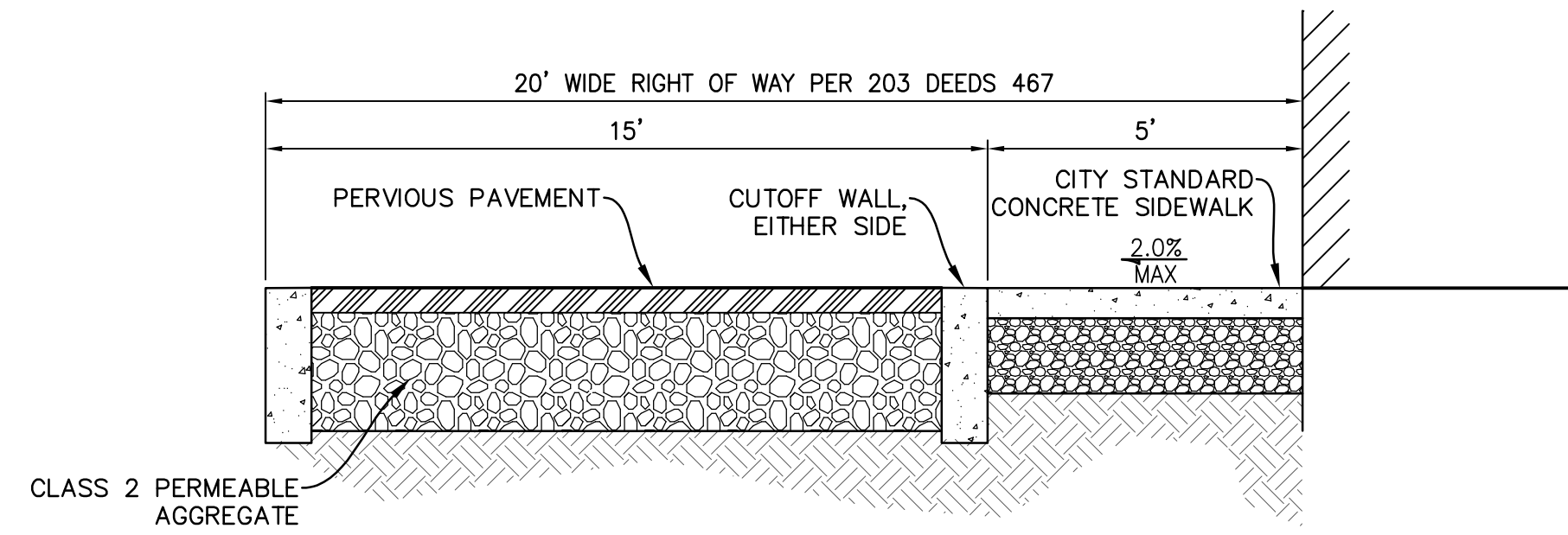
3 - WEST VIEW

CIVIL SITE PLAN

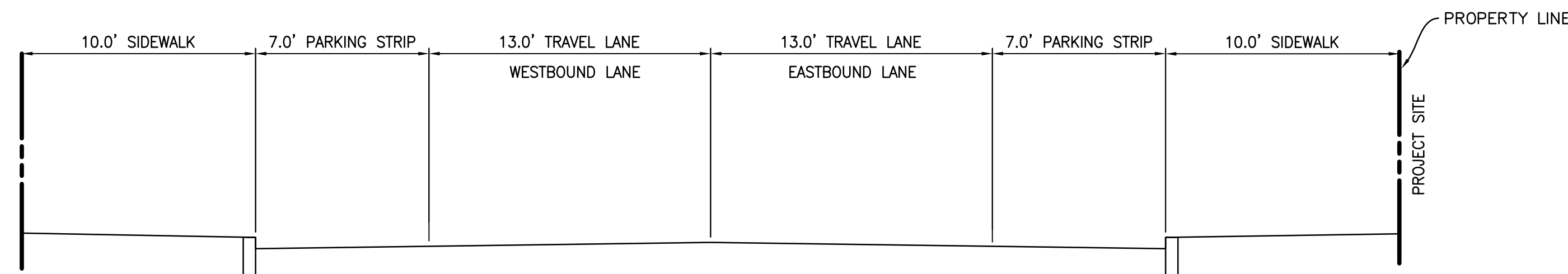
CL.0

Packet Pg. 213

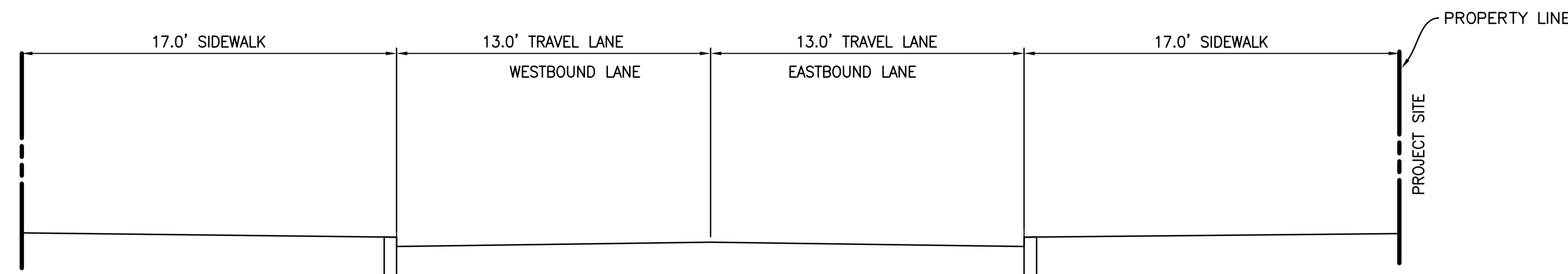




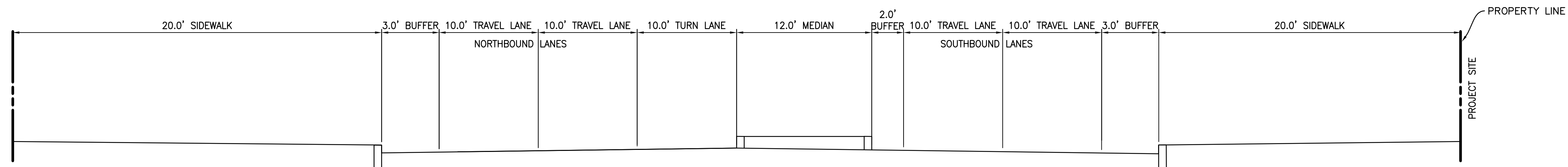
A — ALLEY
N.T.S.



B — W. SECOND STREET
N.T.S.



C — W. SECOND STREET
N.T.S.



D — MONTEREY ROAD
N.T.S.

PLANTING - PART SHADE



MUHLENBERGIA CAPILLARIS



PHORMIUM TENAX 'MAORI MAIDEN'



ALOE 'BLUE ELF'



BULBINE FRUTESCENS



ECHEVERIA IMBRICATA



KNIPAHOFIA UVARIA 'ORANGE VANILLA POPSICLE'

PLANTING - FULL SUN



HELICTOTRICHON SEMPERVIRENS



SEDUM PACHYCLADOS



HESPERALOE PARVIFOLIA 'BRAKELIGHTS'



ALOE STRIATA



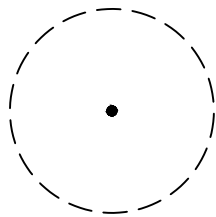
FESTUCA 'SISKIYOU BLUE'



ECHEVERIA 'AFTERGLOW'

PLANTING LEGEND

PLANTING AREA



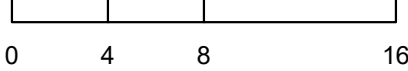
(E) STREET TREE

W 2ND ST.

FIVE (5) (E) STREET TREES TO BE PRESERVED OR REPLACED, TBD BY CITY
(E) TREE GRATE TO REMAIN

ENTRY PATIO

MONTEREY RD.



URBAN FIELD

Ms. Tiffany Brown
Associate Planner
City of Morgan Hill
17575 Peak Avenue
Morgan Hill, CA 95037

D R A F T - 11 November 2020

**SUBJECT: Proposed Project at 2nd Street & Monterey Road - Concept Design
Design Comments by Urban Field Studio**

Tiffany,

Thank you for sending me the concept design for a proposed two-story building on the corner at Second Street and Monterey Road. I have reviewed the 13 sheets of drawings dated October 26th, as well as “Chapter 5: Design Guidelines” of the “Morgan Hill Downtown Specific Plan” of November 2009. I have the following comments about the design of the proposed project in relation to ground floor uses, relevant Basic Design Principles and Design Guidelines, which are articulated in the Downtown Specific Plan:

A. Ground Floor Uses:

As explained on page 2-27 and depicted in Figure 6 on page 2-13 of the Downtown Specific Plan, the purpose of the downtown “Ground Floor Overlay (GFO)” in the central business district is “to require retail, restaurant and entertainment uses on the ground floor that support continuity of display window visual interest”. The design of the proposed project is a gallery for the display and sale of art pieces, which is a retail use. Galleries often have events to recognize artist’s work, which is also an entertainment use. The design could be modified in the future to provide three retail uses, two on the ground floor and one on the second floor. One ground floor use would enter from Monterey and the other from 2nd Street; the second-floor use would also enter from Monterey Road. There are display windows proposed for both of the ground floor uses and there are windows allowing views into the second floor.

B. Basic Design Principles:

1. *Principle #1: Buildings should reflect the character of Downtown Morgan Hill.* The two-story building reflects the scale and rhythm of the Downtown along Monterey Road and has a façade articulation at 40 feet in length, which is the width of the parcel along Monterey Road.
2. *Principle #2: Buildings along Monterey Road and Third Street should be designed in an architectural style compatible with traditional Main Street buildings.* In general, the proposed design is in keeping with the eclectic mix of many styles found along Monterey Road; there is currently not a predominant style of architecture in the Downtown. The proposed building design would add

URBAN FIELD STUDIO
2169 Folsom Street, M 304
San Francisco, CA 94110

phone 415.754.9304
email info@urbanfieldstudio.com
web www.urbanfieldstudio.com

Letter to Tiffany Brown
November 11, 2020 - DRAFT
Page 1.

Attachment: Urban Field Design, M.Hill 2nd & Monterey Letter (2903 : Design Review Permit: Monterey - McCranie)

variety to the lively and diverse collection of architecture. Some features that make the design compatible are large ground floor display windows and deep-set upper floor windows, which are designed in a way that creates a contemporary feel.

3. *Principle #4: Buildings should provide a visual continuity of display windows along with architectural and landscape details to provide an interesting environment for pedestrians.* Large display windows are provided along Monterey above the base of the building, a plinth that sets the building above the FEMA established flood level. The detailing of the vertical wood siding, glass and metal has a richness in contemporary quality and contributes to the pedestrian environment.
4. *Principle #5: Each structure should be uniquely designed for Downtown Morgan Hill.* The design of this commercial building, preliminarily to be used as a gallery, is a unique and thoughtful design for its corner location within the Downtown.
5. *Principle #6: Signage should be appropriate to location and building character.* The “EDES” building sign on the exterior of the Monterey façade is pedestrian oriented and appropriate for the character of the building. Additional signage that could be added on the 2nd Street façade should use a similar design vocabulary.
6. *Principle #7: All buildings and remodelings should utilize high quality materials and craftsmanship.* The materials depicted on sheets A8-2 and A8-3 of the drawing set include Japanese charred wood as the prevalent siding, called Shou Sugi Ban or Yakasugi siding. With proper maintenance the siding should weather well for eighty years. The glazing systems and concrete work at the base of the building are very durable and should be specified and constructed for a high-quality building.

C. Design Guidelines

7. *DG-A2. Provide distinctions between each floor.* The deep recesses of display windows on the ground floor provide a clear distinction of the plinth, ground floor, and second floor. The diagonal window on the 2nd Street façade gives a clear view of the staircase to the upper floor. A corner window is shown in the floor plan of the upper level at the rear of the 2nd Street façade, which helps to depict the second floor; it should be included in the façade drawings.
8. *DG-A4. Design the sides and rear of buildings to complement the front façade.* All sides of the building, which are visible from street vantage points, are designed with similar architectural elements, materials, and colors as the Monterey Road façade. The wood siding and windows, as well as the concrete base of the building, are similar on the Monterey, 2nd and alley facades.
9. *DG-B1. Design articulated facades.* Some of the methods of articulation that are listed in the guideline that are used in the proposed design include: a defined roofline, stylized contemporary windows and doors, a defined base or plinth for the building, and recessed storefronts and windows.
10. *DG-B5. Design storefronts with traditional “Main Street” elements.* The elements shown in the drawing set, which are traditional for Main Street retail buildings, include: recessed entry doors on

the Monterey and 2nd elevations, a building base for flood control that also serves as bulkheads for storefronts, and display windows that are floor to ceiling in height, thereby acting as both display and transom windows.

D. Role of the Project:

The proposed project at the corner of Monterey and 2nd will play an important role in the vitality of downtown Morgan Hill. From Main Avenue to 5th Street, Monterey Road to Depot Street, there are a finite number of corner sites, each of which is important to the commercial viability of the city's pedestrian downtown district. It has been evident with the Covid epidemic that exterior and interior spaces in a downtown, including sidewalks, paseos, and courtyards, are critical to retail and commercial success. This project is in the center of downtown with generous corner sidewalks and outdoor patios, offering commercial activation on a visible corner.

With the onset of the winter months, with early darkness and colder weather, the two-floor retail building can be a corner beacon, lit and inviting in the evenings. At all times of the year it can expand the hours of downtown commercial activity in concert with restaurants, hotels, and congregate venues. Whether occupied with a single use, such as an art gallery with exhibition opening events, or demised to have several retail uses, the building will serve as a catalyst for downtown commercial businesses. This design on a prominent corner, aided by its commercial functions, can be magical in its contribution to Morgan Hill's downtown success.

Tiffany, if you would like, please call to discuss after you have had a chance to review the comments in this draft letter.

Thank you,



Frank L. Fuller, FAIA,
Partner

cc: Leslie Little, Assistant City Manager, City of Morgan Hill
Edith Ramirez, Economic Development Director, City of Morgan Hill
Heidi Sokolowsky, Partner, Urban Field Studio

10/26/2020

To: Ms. Tiffany Brown
Associate Planner
City of Morgan Hill
Development Services Department

RE: Project Narrative/Letter of Request
New Proposed Retail Art Gallery
17395 Monterey Road
Downtown Morgan Hill, California

Ms. Brown-

This letter is to request the Design Review for the proposed retail art gallery. The proposed building, located on the southwest corner of 2nd Street and Monterey Road, is a two-story art gallery.

The program of the building includes two levels of open art gallery space, a small catering kitchen, supportive office space and other support spaces. In addition to art sales, the gallery will offer custom art framing. The building is configured as a pedestrian-friendly retail front, with well lit, storefront windows that are intended to enhance the pedestrian experience and add to the ambiance of Downtown Morgan Hill.

Typical retail hours are anticipated, with one or two full time employees working in the gallery. It is anticipated that busiest times will be during the weekend days and early evening.

The building is designed to be flexible for long term viability in the City. Although the footprint of the building is small, it is configured so that it could be easily subdivided into two retail uses – each with a separate storefront entrance.

The retail art gallery is an inherently quiet use and will make a good neighbor to surrounding buildings. The only disruption anticipated is noise during construction. The Applicant is eager to work with Morgan Hill's Development Services Department and Public Works to relocate and remove equipment in the public right of way to the extent practicable.

Thanks in advance for your consideration of this project.

Regards,



Mark Oberholzer, KTG
Architect

Attachment: Letter of Request - project narrative (2903 : Design Review Permit: Monterey - McCranie)

RESOLUTION NO. XX-XX**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORGAN HILL APPROVING A DESIGN PERMIT TO ALLOW FOR THE CONSTRUCTION OF A NEW TWO-STORY, 6,600 SQUARE-FOOT COMMERCIAL BUILDING AT 17395 MONTEREY ROAD (APN:767-07-047)**

WHEREAS, the applicant Daniel McCranie with Golden Quail, LLC, applied for a Design Review permit in compliance with the Municipal Code;

WHEREAS, on December 16, 2020, the City Council reviewed the Design Permit and considered public testimony received at a duly-noticed public hearing, along with exhibits and drawings and other materials have been considered in the review process; and

WHEREAS, in 2009, the Morgan Hill City Council adopted a resolution certifying the Master Environmental Impact Report (MEIR) for the Downtown Specific Plan. In accordance with Section 15177(b) and 15179(b) of the State Guidelines for Implementation of California Environmental Quality Act (CEQA), the City of Morgan Hill completed an environmental assessment which concluded that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in the Master EIR for the Downtown Specific Plan, and (b) have been avoided or mitigated pursuant to that earlier MEIR, including revisions or mitigation measures that are imposed upon the Project, nothing further is required. Furthermore, pursuant to CEQA Guidelines Section 15179, no substantial changes have occurred with respect to the circumstances under which the MEIR was certified, and there is no new available information which was not known and could not have been known at the time the MEIR was certified; and

WHEREAS, The proposed project is consistent with the development assumptions in the Downtown Specific Plan and will not individually or cumulatively result in any new or more significant cumulative impacts than stated within the MEIR and will not have an adverse effect on wildlife resources, as defined in Section 89.5 of the California Department of Fish and Game Code.

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

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct.

SECTION 2. The project is consistent with the Zoning Ordinance, General Plan, and Downtown Specific Plan.

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.

The redevelopment of the project site is consistent with the General Plan Policies, Specific Plan, transportation infrastructure, development standards, and design guidelines.

b. The proposed project complies with all applicable provisions of the Zoning Code and Municipal Code.

The proposal is consistent with all provisions in the Zoning Code which is consistent with the Downtown Specific Plan requirements.

c. The proposed project substantially complies with all applicable design standards and guidelines contained in the Design Review Handbook.

The Design Guidelines within Chapter 5 of the Downtown Specific Plan supersede the regulations within the Design Review Handbook. The project is found to be consistent with all design guidelines in that chapter.

d. The proposed project has been reviewed in compliance with the California Environmental Quality Act (CEQA).

The Final Master Environmental Impact Report for the Morgan Hill Downtown Specific Plan was certified in November 2009 in conformance with the California Environmental Quality Act (CEQA). An Environmental Impact Report (EIR) for the Morgan Hill 2035 Project, was prepared in accordance with CEQA and certified by the Morgan Hill City Council on July 27, 2016.

An environmental assessment was prepared for the project in compliance with the California Environment Quality Act (CEQA). The project will not individually or cumulatively introduce new impacts were that were not previously disclosed in the General Plan FEIR or the Downtown Specific Plan MEIR, nor would it result in a substantial increase in the magnitude of any significant environmental impacts previously identified. Therefore, pursuant to Sections 15177(b) and 15179(b) of CEQA Guidelines, the project is consistent with Downtown Specific Plan Master EIR.

e. 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 redevelopment of the project site is part of the vision for both the General Plan and Downtown Specific Plan. The project will not be detrimental to the public health as analyzed within the Downtown Specific Plan MEIR and General Plan FEIR. The project and circulation were designed to Vision Zero standards and therefore will not be detrimental to public safety or welfare. The project will comply with SWIPP and Building Code requirements, therefore will not be 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.

The Design Guidelines within Chapter 5 of the Downtown Specific Plan supersede the regulations within the Design Review Handbook. The project is found to be consistent with all design guidelines in that chapter.

SECTION 3. The City Council approves application SR2020-0024: Monterey - McCranie. 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.

SECTION 4. 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 applicant’s use for the purpose of defraying all or a portion of the cost of public facilities related to applicant’s development project (Mitigation Fee Act Fees). These fees do not include fees for processing applications for governmental regulatory actions or approvals, or fees collected (a) under development agreements, (b) pursuant to agreements with the Morgan Hill Redevelopment Agency or (c) as a part of the application for development allocations under the City’s Residential Development Control System. The Mitigation Fee Act Fees applying to applicant’s project are listed in the schedule of fees provide. Notice is also hereby given that the applicant can protest the imposition of the Mitigation Fee Act Fees within 90 days of the approval or conditional approval of applicant’s development project and that the 90-day approval period in which applicant may protest has begun. This right to protest does not apply to voluntary Residential Development Control System fees.

PASSED AND ADOPTED by the City Council of Morgan Hill at a Regular Meeting held on the 16th day of December 2020 by the following vote:

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

APPROVED:

ATTEST:

RICH CONSTANTINE, Mayor

Michelle Bigelow, City Clerk

Attachment: Resolution [Revision 8] (2903 : Design Review Permit: Monterey - McCranie)

∞ 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.20-XXX, adopted by the City Council at the meeting held on December 16, 2020.

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

DATE: _____

MICHELLE BIGELOW, City Clerk

EXHIBIT "A"

STANDARD CONDITIONS

APPLICATION: SR2020-0024, Monterey - McCranie

THE FOLLOWING ARE STANDARD CONDITIONS OF APPROVAL THAT MUST BE MET PRIOR TO THE ISSUANCE OF BUILDING PERMITS AND/OR SITE DEVELOPMENT PERMITS EXCEPT AS MAY BE SPECIFIED IN THE CONDITIONS. THE APPROVAL REQUIREMENTS INCLUDE THESE REQUIREMENTS AND ANY SPECIAL CONDITIONS THAT ARE APPLIED THROUGH THE DEVELOPMENT APPROVAL PROCESS. APPLICANTS ARE REQUIRED TO SIGN THE APPROVAL CERTIFICATE/RESOLUTION FORM INDICATING THEY UNDERSTAND AND AGREE TO IMPLEMENT THESE STANDARD CONDITIONS AND ANY SPECIAL CONDITIONS APPLIED TO THEIR PERMIT APPROVAL.

ACRONYMS:

MHMC – Morgan Hill Municipal Code

MHARH – Morgan Hill Architectural Review Handbook

PLANNING DIVISION

TIME LIMITS

- A. The Design Review permit approval granted under this Resolution shall remain in effect for 24 months from approval date. Failure to obtain building permits within this term shall result in termination of approval unless an extension of time is granted with a showing of just cause prior to expiration date. The extension of time may be reviewed and approved at the admin level. **(MHMC 18.108.040)**

OTHER CONDITIONS

- B. All trees to be removed, relocated, or protected will comply with the tree removal ordinance within the Municipal Code.
- C. Prior to Off-Site Improvement Plans the applicant and contractor shall submit a construction logistics plan that addresses all impacts to the public road right-of-way, including but not limited to: pedestrian control, traffic control, detours, truck routes, material deliveries, contractor's parking, on-site staging and storage areas, concrete pours, crane lifts, work hours, noise control, dust control, and storm water pollution prevention. It shall include notes as indicated on the approved Truck Route Map for construction traffic to and from the site.

- D. Avoid over-spray from automatic irrigation systems.
- E. Provide at least 7 feet of vertical clearance between branches and sidewalks.
- F. Maintain landscape areas.
- G. 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 ft. or greater to match the height of any proposed equipment.
- H. Lighting fixtures shall not project above the fascia or roofline of the building. Any ground mounted lighting projecting onto the building or site will 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.
- I. All vents, gutters, downspouts, flashing, electrical conduits, etc. shall be painted to match the color of the adjacent surface or otherwise designed in harmony with the building exterior.
- J. Soffits and other architectural elements visible from view but not detailed on the plans shall be finished in a material in harmony with the exterior of the building.
- K. Reciprocal ingress/egress easements and EVA easements: Prior to issuance of a certificate of occupancy, the property owner shall record an appropriate deed restriction and covenant running with the land subject to review and approval of the Development Services Director for a reciprocal ingress/egress easement along the common driveway.
- L. FINAL SITE DEVELOPMENT PLANS: Final site development plans shall be reviewed for conformance with Morgan Hill Municipal Code Section 18.108.040 and approved by the Community Development Department prior to issuance of a building permit. All such plans shall include:
 - i. Detail depicting all concrete curbs as full formed.
 - ii. Provision of catalogue drawings depicting the proposed parking area lighting fixtures. Exterior lighting of the building and site shall be designed so that lighting is not directed onto adjacent properties and light source is shielded from direct off-site viewing.
 - iii. Ramps, special parking spaces, signing and other physical features for the disabled, shall be provided throughout the site for all publicly used facilities.

- iv. Trash enclosures shall be constructed of a sturdy, opaque material, minimum 6 feet in height with solid view obstructing gates and shall be designed in harmony with the architecture of the building(s). Sizing and design shall conform to the Morgan Hill Architectural Review Handbook. In residential areas, restaurants or other food service commercial uses, trash enclosure areas shall require an overhead shade structure. Trash enclosures shall be required in all commercial and industrial projects and in residential projects containing four or more dwelling units.
 - v. 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.
 - vi. 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.
- M. 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 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)**
- The plan must include the following “Basic Construction Mitigation Measures” per Bay Area Air Quality Management District’s guidelines:
- i. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
 - ii. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
 - iii. 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.
 - iv. All vehicle speeds on unpaved roads shall be limited to 15 mph.

- v. 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.
 - vi. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
 - vii. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator.
 - viii. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.
- N. All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.
- O. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
- P. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.
- Q. Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.
- R. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.
- S. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.
- T. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch, or gravel.

- U. Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent.
- V. Minimizing the idling time of diesel powered construction equipment to two minutes.
- W. The project shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NOX reduction and 45 percent PM reduction compared to the most recent ARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available.
- X. Use low VOC (i.e., ROG) coatings beyond the local requirements (i.e., Regulation 8, Rule 3: Architectural Coatings).
- Y. Requiring that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of NOx and PM.
- Z. Requiring all contractors use equipment that meets CARB's most recent certification standard for off-road heavy duty diesel engines.
- AA. 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 discretionary project 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 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.

BB. 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 the development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project (Mitigation Fee Act Fees). These fees do not include fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements, or as a part of the application for development allocations under the City's Residential Development Control System. The Mitigation Fee Act Fees applying to the project are listed in the schedule of fees provide. Notice is also hereby given that the applicant has the opportunity to protest the imposition of the Mitigation Fee Act Fees within 90 days of the approval of the approval or conditional approval of the development project and that the 90-day approval period in which the applicant may protest has begun.

CC. Submit two (2) signed copies of this Resolution to the Planning Division prior to issuance of building permits.

PRETREATMENT

DD. A waste discharge permit may be required from the Pretreatment Program prior to any wastewater discharge (non-domestic) to the Sanitary Sewer System. If required, the permit shall be maintained and renewed as required. Please email to Jennifer.Rojero@cityofgilroy.org for a pretreatment application.

EE. If included, all commercial cooking and food preparation facilities shall be provided with a grease trap or clarifier (clarifier with sample box), sized for the anticipated flows. No garbage disposals are allowed. Contact Pretreatment at 408-846-0438 for Grease Interceptor Policy Documents for sizing and type, etc. Submit plans and obtain permit from Pretreatment.

FIRE PREVENTION

The requirements and conditions stated in this review are preliminary and are intended to be used for the purposes of project planning. An official Fire Department review of the project will be conducted upon receipt of a complete plan submittal application that clearly shows all intended grading, demolition, construction or building modifications during building permit submittal.

- FF. Proposal limited to: Review of this Development proposal is limited to acceptability of site access as they pertain to fire department operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
- GG. 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 15 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)
- HH. Public Fire Hydrant(s) required. Provide public fire hydrant(s) at location(s) to be determined jointly by the Fire Department and the City of Morgan Hill Public Works Department. Maximum hydrant spacing shall be 500 feet and the minimum single flow hydrant shall be 1000 GPM at 20 psi residual pressure. If fire hydrants are already in place, include civil drawings showing location of all hydrants with the building permit submittal. (CFC 507)
- II. Fire Hydrant Location Identifier, Prior to project final inspection, the general contractor shall ensure that an approved ("Blue Dot") fire hydrant location identifier has been placed in the roadway, as directed by the fire department.
- JJ. Premises Identification. Approved numbers or addresses shall be placed on all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. Numbers shall contrast with their background and be a minimum of four inches in height. (CFC section 505)
- KK. Timing of Required Water Supply Installations. Prior to the commencement of combustible construction, the required Fire Hydrant and Water Supply installations shall be in place, inspected, tested, and accepted by the Fire Department and the City of Morgan Hill, unless otherwise approved in writing by the Fire Marshal. Bulk construction materials may not be delivered to the construction site until installations are completed as stated above. Clearance for building permits may be held until installations are completed. (CFC Chapter 14 as amended by MHMC 15.44.180)
- LL. Automatic Fire Sprinkler System Required. Buildings requiring automatic fire sprinkler system shall be equipped throughout with an approved automatic fire sprinkler system. The fire sprinkler system shall be hydraulically designed per National Fire Protection Association (NFPA) Standard #13. (CFC Chapter 9 as amended by MHMC 15.44.170)
- MM. Fire Department Key Box Required. The building shall be equipped with a permanently installed emergency access key lock box (Knox), conforming to the City of Morgan Hill Standard Detail and Specification sheet 11-I. At time of final inspection, access keys shall be provided to the fire department. (CFC section 506)

NN. Provide a monitoring system. A licensed C-10 fire alarm contractor shall submit two (2) sets of drawings, a permit application, and applicable fees for review and approval prior to performing work. (CFC 903.4)

OO. Fire Lane Marking Required. Provide marking for all roadways within the project. Markings shall be per fire department specifications. Installations shall also conform to Local Government Standards and the City of Morgan Hill Standard Details and Specifications 11-F. (CFC section 503)

ENGINEERING DIVISION

A. **Flood:** The project site is in Flood Zone AE, approximate Elevation 348.20' North American Vertical Datum of 1988 (NAVD88), which is within a designated Federal Emergency Management Agency (FEMA) 100-year floodplain. The base flood elevation is taken from the revised West Little Llagas Creek Flood Profile effective March 2, 2015. The new building is required to comply with the City's floodplain requirements (Municipal Code Chapter 15.80 - Flood Damage Prevention).

1. Elevate the lowest floor of the new building a minimum of one foot above Elevation 348.20' NAVD88 (minimum required finish floor elevation of 349.20') or floodproof to the same minimum required elevation. For insurance rating purposes, the building's floodproofed design elevation must be at least one foot above the base flood elevation to receive rating credit.
2. An Elevation Certificate (FEMA Form 086-0-33) based on construction drawings is required prior to issuance of a building permit. Consequently, an Elevation Certificate based on finished construction is required prior to building final.
3. Building support utility systems such as HVAC, electrical, plumbing, air conditioning equipment, including ductwork, and other service facilities must be elevated above Elevation 348.20' NAVD88 or protected from flood damage.

B. **Stormwater:** Since this project will create/replace more than 2,500 sq. ft. of impervious surface, 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=>.

1. At building permit/improvement plan stage, the project shall comply with the following:
 - a. Pervious pavement is proposed over an existing 5' wide sanitary sewer easement along the rear alley. This existing easement is for City's maintenance of an existing sewer main. The City may allow the pervious pavement over the

sewer easement if it can be determined that the existing sewer main is in good condition.

- i Assess the condition of the existing sewer main at the rear alley. The project may be required to upgrade the existing sewer main prior to the City allowing the new pervious pavement over the easement.
- b. Match the Architectural plans with the Civil plans to note the new pervious pavement.
- c. If applicable, show the location of any proposed outdoor trash enclosure area. The outdoor trash enclosure area must meet the following Structural or Treatment Control BMP requirements:
 - i Roof Required: Trash enclosure areas shall have an all-weather noncombustible solid roof to prevent rainwater from mixing with the enclosure's contents.
 - ii Walls Required: Trash enclosure shall have structural walls to prevent unauthorized off-site transport of trash.
 - iii Doors: Trash enclosure shall have door(s) which can be secured when closed.
 - iv 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.
 - v 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.

C. Street Improvements:

1. At building permit/improvement plan stage, the project shall comply with the following:
 - a. If feasible, remove the "through the curb" drain(s) proposed on W. Second Street frontage and instead connect to the nearest public storm main. The "through the curb" drain option is subject to City Engineer approval.
 - b. The proposed width of the alley is subject to the review and approval of the Planning Division and Fire Department. Engineering Division encourages an alley width that matches the width of the recorded right-of-way/ingress-egress easement.
 - c. Match the width of the new driveway approach at W. Second Street to the width of the alley and per City standards.
 - d. Relocate the existing pole located on W. Second Street to maintain a clearance of 3 feet from the new driveway approach or move the driveway approach.
2. The proposed pavers along the Monterey and W. Second Street sidewalks shall match the Downtown standard pavers.

3. The proposed in-ground accent lighting along the Monterey and W. Second Street sidewalks is subject to review and approval by the City Engineer at building permit/improvement plan stage. The developer will be required to maintain the in-ground accent lighting throughout the life of the project.
4. Existing street trees to be replaced or new street trees shall comply with the Master Street Tree Plan and approved by the City Engineer.

D. Undergrounding of existing utilities: All existing overhead utilities along all street frontages of the site and within the property limits at the rear alley shall be placed underground in accordance with City standards and affected utility company guidelines. Any additional undergrounding work beyond the project limits can be coordinated and reviewed at building permit/improvement plan stage.

E. Impact Fees:

1. 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. This project is required to pay impact fees prior to issuance of a building permit. A Sewer Impact Fee Credit may be applied to the project subject to the availability of RDA Sewer Funds at the time of building permit issuance.
2. 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)**

ENGINEERING STANDARD CONDITIONS

II. GENERAL

- A. The applicant shall cause the construction of all public and private improvements in accordance with the latest City Standard Drawings and Specifications. **(MHMC 12.02.090 A; 17.32.010 A)**
- B. Obtain necessary 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 plans are to show water lines, sanitary sewer, storm drain system, pavement widths, curve radius, and existing utilities.
- D. 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)**

III. STREET IMPROVEMENTS: The project shall install street improvements including, but not limited to, curb and gutter, sidewalk, compaction, street paving, oiling, storm drainage facilities, sewer and water, fire protection, undergrounding of utilities and street lighting in conformance with City of Morgan Hill requirements. **(MHMC 12.02.010; 12.02.50; 12.02.080; 12.02.100; 17.28.010; 17.32.060)**

IV. SANITARY SEWER SYSTEM: All existing and future sewer lines shall be tied into the City's system and existing septic systems shall be abandoned in accordance with City requirements. **(MHMC 13.24.060; 17.32.20 C)**

V. STORM DRAIN SYSTEM

- A. All storm drain improvements shall be constructed to the satisfaction of the City Engineer. **(MHMC 17.32.020 A & B)**
- B. **Storm Drainage General Requirements:** Prior to issuance of a grading/building permit, the applicant shall complete the following to the satisfaction of the City Engineer.
 - 1. Plan describing how material excavated during construction will be controlled to prevent this material from entering the storm drain system.
 - 2. Water Pollution Control Drawings (WPCD) for Sediment and Erosion Control. **(CMH Design Standards and Standard Details for Construction)**

VI. OTHER CONDITIONS

- A. **Undergrounding new utilities:** The applicant shall cause the design and construction required to underground all electric, gas, Cable TV and communication lines within the project. Such design and construction shall be to the satisfaction of the affected utilities and the City Engineer. **(MHMC 17.32.020 E.1)**
- B. **Final Landscape Plans:** Final landscape plans shall be submitted with and included as part of the improvement plans/building plans for the project. **(MHMC 17.08.090)**
- C. **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, if applicable
 - 4. General Contractor
 - 5. Sub-Contractors

HABITAT CONSERVATION

- A. The approved project is covered under the Santa Clara Valley Habitat Plan (Habitat Plan) and subject to fees and conditions contained in the Habitat Plan.
- B. Prior to issuance of building permits or grading permits the project shall complete and submit a Habitat Plan Application Package. All fees must be paid prior to issuance building permits or grading permits.
- C. 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).



Approve Design Permit: Monterey-McCranie SR2020-0024 Agenda Item #: 8

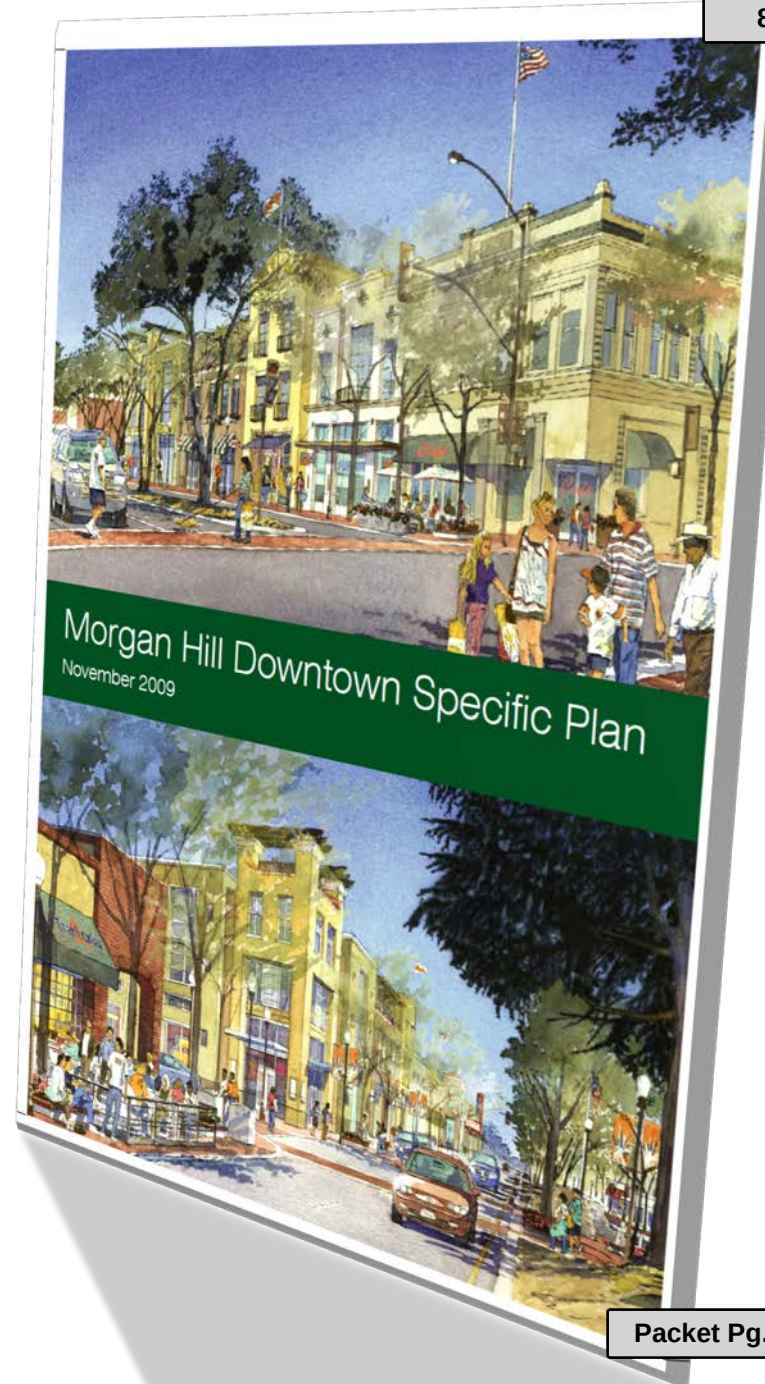


Project Site and Location



Vision Statement

“Strengthening Downtown as the **gathering place**, a connecting force, the social and activity **heart** of Morgan Hill, is the overriding aspiration of this Plan – a place where residents from **all** segments of the **community** can live, work, meet, shop, dine and participate in public celebrations, and share in the richness of Morgan Hill’s community life. It will be **a place like nowhere** else – a place with its own scale, character and uses.”



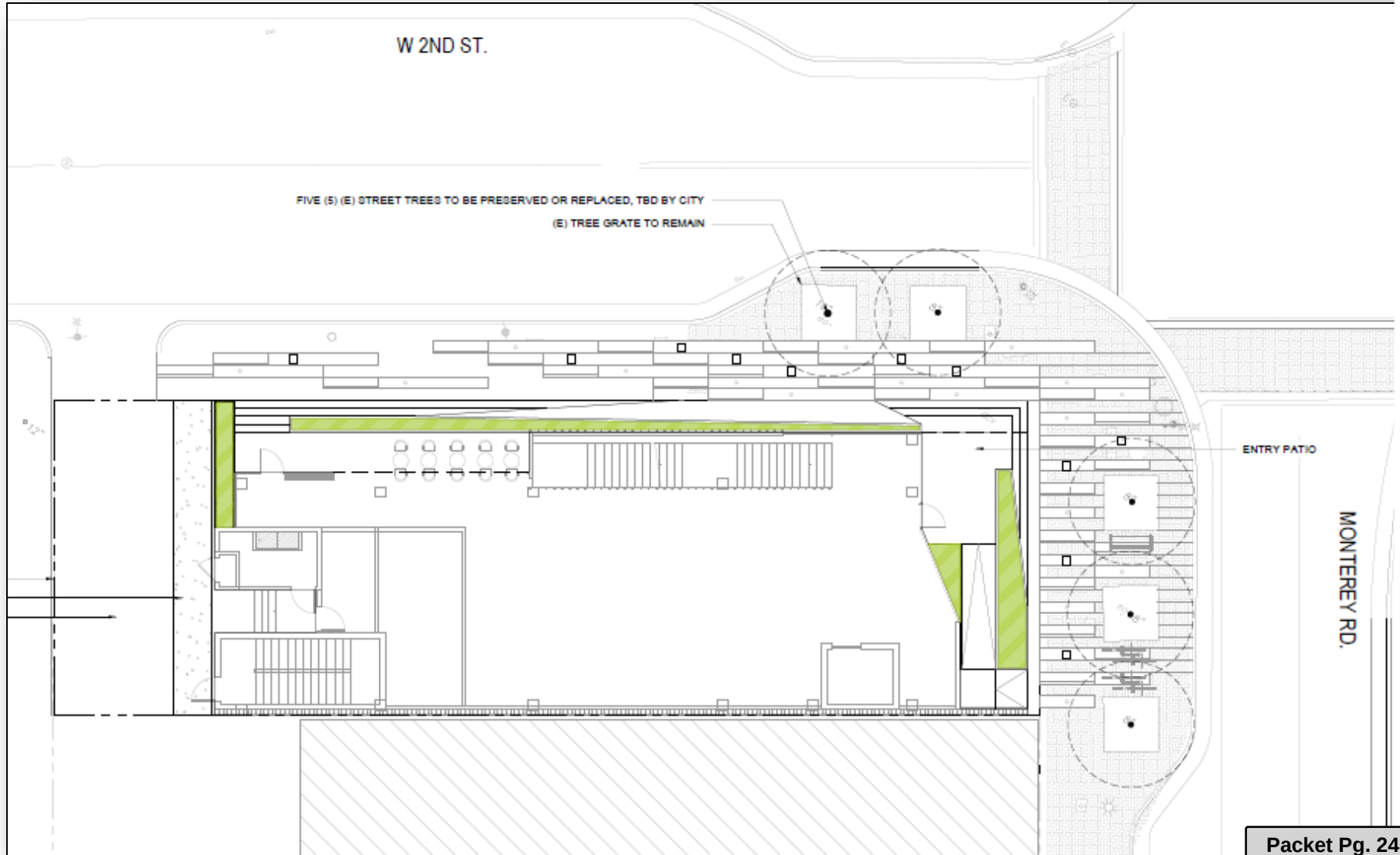
Make Downtown the most....
 walkable,
 bike-friendly,
 urban,
 family-oriented, and
 transit oriented
 Neighborhood in Morgan Hill



Project Proposal

- Two-Story Commercial Building
- 6,600 square feet
- Parking Exempt
- Building Design
- Proposed Use – Art Gallery

Project Proposal (Cont'd)



Project Proposal (Cont'd)

ARCHITECTURE



Project Proposal (Cont'd)

Monterey Road View



Project Proposal (Cont'd)

2nd Street View



Project Proposal (Cont'd)

Height and Massing



Project Proposal (Cont'd)

Height and Massing (Cont'd)



Urban Field Studio Peer Review

- The two-story building reflects the scale and rhythm of the Downtown along Monterey Road and has a façade articulation at 40 feet in length, which is the width of the parcel along Monterey Road.
- The proposed building design would add variety to the lively and diverse collection of architecture.
- The detailing of the vertical wood siding, glass and metal has a richness in contemporary quality and contributes to the pedestrian environment.
- A unique and thoughtful design for its corner location within the Downtown.

Urban Field Studio Peer Review

(Cont'd)

- The proposed project at the corner of Monterey Road and 2nd Street will play an important role in the vitality of downtown Morgan Hill.
- Exterior and interior spaces in a downtown, including sidewalks, paseos, and courtyards, are critical to retail and commercial success.
- This project is in the center of downtown with generous corner sidewalks and outdoor patios, offering commercial activation on a visible corner.
- The building will serve as a catalyst for downtown commercial businesses. This design on a prominent corner, aided by its commercial functions, can contribute to Morgan Hill's downtown success.

Project Consistency

Design Review

- Consistent with the General Plan, Zoning, Downtown Specific Plan, and Downtown Overlay District

Environmental Assessment (CEQA)

- Pursuant to Sections 15177(b) and 15179(b) of CEQA Guidelines, the project is consistent with Downtown Specific Plan Master EIR.

Community Engagement



Save the Date!
Friday, September 19, 2014

CREATIVE PLACEMAKING COMMUNITY SYMPOSIUM: Building Community through Art and Design



Join us for a Creative Placemaking
Community Symposium: Building
Community through Art and Design

Friday, September 19, 2014

Attend one of the two sessions

Afternoon Session: 12pm–3pm *or*

Evening Session: 6pm–8pm

Morgan Hill Community & Cultural Center
17000 Monterey Rd. • Morgan Hill, CA 95037

HELP US SHAPE DOWNTOWN MORGAN HILL'S FUTURE!

- Share your ideas about the designs and themes for the downtown parks, parking garage and streetscape.
- Learn about upcoming projects to make downtown more pedestrian friendly!
- Dedicate a song to a loved one! Participate in artist4ed Park(ing) Day project—where we transform parking spaces into a "Canción (Song) Garden".
- Learn about mini-grants for downtown art projects.

Residents, businesses, seniors, students, artists, non-profit organizations and all interested in the future of Downtown Morgan Hill welcome.

Food included with registration.

For more information and to register for the event, please visit: MakeItYours.MHdowntown.com



Community Engagement

- Newspaper
- 600-foot notification
- Project webpage
- Sign posted at property
- Weekly 411
- Notification e-blast

Public Comments received have been supplemented

Recommendation

- Adopt resolution approving the Design Review Permit with conditions of approval for a 6,600 square foot, two-story commercial structure.

Questions?



Item # 08**AGENDA DATE: 12/16/2020
SUPPLEMENT # 1**

-----Original Message-----

From: Jeffrey Abate <[REDACTED]>

Sent: Friday, December 11, 2020 9:39 AM

To: Tiffany Brown <Tiffany.Brown@morganhill.ca.gov>

Subject: McCraine Project

Dear Sir,

As a concerned citizen of Morgan Hill and as a person who appreciates excellent design and architecture I feel compelled to tell you that the proposed building known as the McCraine Project is a hideous design that not improve the overall beauty and appeal of downtown Morgan Hill.

Sincerely,

Jeff Abate

Attachment: 08 Supplement 1 (2903 : Design Review Permit: Monterey - McCranie)

-----Original Message-----

From: realartist45 [REDACTED]
Sent: Friday, December 11, 2020 10:10 AM
To: Tiffany Brown <Tiffany.Brown@morganhill.ca.gov>
Subject: Hello Tiffany,

The rendering presented to the community does not correctly represent how the buildings architecture fits in with the Historical Downtown Design.

Sometimes I wonder , how can the City of Morgan Hill accept such a dishonest rendering and actually post it for the public to visualize.

With today's technology design programs allow for simple clip an add features.

Why don't you request a new rendering of the proposed building which will include actual adjacent: buildings, homes and street in real time....such a simple task !

Then, we as the community can see how well the building design fits in with the "Historical Morgan Hill Downtown"

As I do appreciate, I tend to lean towards modern designs which the new building proposed is more closely related. At the same time I cannot comprehend how the City of Morgan Hill could allow such diversity of architecture within our downtown.

The submitted rendering was done with malice and intent to mis-represent their project.

At the very least, please consider having the proposed building design include architectural elements which keep more in line with our Historical Downtown.

A quick note: The proposed design of the new building would fit in a community such as Santa Cruz...Aptos....not Downtown Morgan Hill !

Thank You for reading my message.

Concerned Citizen

Attachment: 08 Supplement 1 (2903 : Design Review Permit: Monterey - McCranie)

-----Original Message-----

From: Ana Tosetti <[REDACTED]>

Sent: Friday, December 11, 2020 1:21 PM

To: Tiffany Brown <Tiffany.Brown@morganhill.ca.gov>

Subject: No

Sorry that struture don't belong in Downtown Morgan Hill, Is to out of character . Looks very ugly. Thank you.



Item # 08

AGENDA DATE: 12/16/2020
SUPPLEMENT # 2

Morgan Hill City Council
 City Hall
 17575 Peak Ave.
 Morgan Hill, CA 95037

Dear City Councilmembers:

I encourage your support of the Monterey – McCranie Project put forth on December 16th, 2020.

One of the cornerstones of Visit Morgan Hill's strategy is "destination development." We support and advocate for the improvement and addition of facilities, attractions, businesses, and services to Morgan Hill that provide an enhanced visitor experience supporting overnight tourism. Contributing to this position was a community stakeholder engagement process conducted in the spring of 2020. Visit Morgan Hill and our consulting firm, Jones Lang LaSalle | Destinations, made over 200 local touchpoints regarding tourism development for Morgan Hill. The needs for diversified retail and "things to do besides dining" were echoed throughout our interviews, surveys, and workshops. This perception was then confirmed as a legitimate gap through our professional analysis of Morgan Hill's existing tourism attractors.

A fine art gallery downtown will draw artists and audiences from greater distances than our current local clientele, provide a unique and complementary architectural feature to our community's core, and allow for new programming such as shows, performances, and exhibitions. These features support the development a more robust destination proposition for Morgan Hill, compelling visitors with even more to do than visiting restaurants and shops. This diversity of attractions thereby induces a greater length of visitor stay, increased spending, and tax revenue in our city.

I believe this project is one of many opportunities for destination and tourism development in Morgan Hill. A significant gallery provides not only a visitor benefit; it aligns with and enhances our community culture and creates jobs in a creative field attracting future generations of Morgan Hillians. Your support of the project is encouraged, as a fine art gallery is a development that helps Morgan Hill approach the untapped economic market of tourism, embraces the arts, and retains the character of our town.

Sincerely,

A handwritten signature in black ink that reads "Krista Rupp". The signature is fluid and cursive.

Krista Rupp
 Executive Director

-----Original Message-----

From: Bob Benevento <[REDACTED]>

Sent: Wednesday, December 16, 2020 5:33 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Christina Turner
<Christina.Turner@morganhill.ca.gov>

Subject: Fwd: Voices Academy - Proposed location at Cosmo & Monterey

Request to pull item from Consent Agenda: Item #1, Approve Improvement Agreement with VCBLA NIDO,LLC

Thirteen months ago I submitted the below message to members of the council regarding the new location of the Voices Charter School. I believe this is a poor location. Below is my email to the mayor and the then members. I respectfully ask you to Pull this item from Consent and discuss this matter in public session. Considering the nature of the matter, I respectfully also request that the item be delayed to a future meeting. I am not able to participate in tonight's meeting but would really like to hear the members of the council express their opinion regarding the location. You may read the email in public if so desired.

Thank you.

Bob Benevento

> On Nov 16, 2019, at 7:20 PM, Bob Benevento <[REDACTED]> wrote:

>

> Honorable Mayor Constantine and Honorable Members of the City Council:

>

> Having read the Planning Commission packet noting the application for a Conditional Use Permit by the Voices Academy Charter School, and having watched only a few minutes of the Streamking Video of the Planning Commission meeting the evening the commission passed the resolution approving the CUP, I could not escape the feeling of "deja-vu". I think you all know what I'm talking about.

>

> Without delving into a whole lot of detail about the packet and it's contents, I have a few comments and questions I would like to bring to your attention:

> 1. Staff work - Like you, I really do appreciate the work done by the Planning Commission and by staff. But I could not help but laugh to myself thinking about the people authoring the language used in the packet, especially in the responses to letter writers. As you may know, the term bureaucracy literally means "rule by desks or offices", a definition that highlights the often impersonal character of a bureaucracy. The staff was providing responses and information in the language approved for this type of work, but it lacked depth, warmth and a real connection with those people who felt concerned enough to write about their feelings.

> 2. Location - referencing that bureaucratic language again, I got the sense that staff did not really consider the request in any fashion other than "filling in the blanks" with the appropriate code or verbiage. That was especially evident to me when referring to the size of the location and what the

applicant is requesting. Two plus acres is simply not large enough to accommodate a school with 500 students.

> 3. Parking - again, bureaucratic speak. Of all people, you as members of the City Council know what a hot button parking is in our community. That staff could say the space calls for a minimum of 30 parking locations doesn't really speak to the true need. It may meet code but I don't think code was written with a school in mind at that location.

> 4. Traffic impact - Based upon the traffic study, a copy of which is attached, how can staff really think there will not be an impact at the intersection of Cosmo and Monterey? Have they not driven past Nordstrom School on Dunne Avenue? What about the traffic on Main Street near P.A. Walsh School? And yet again, what about driving down Monterey when Britton School is being released? Worse yet, have any of you been to Charter School of Morgan Hill at dismissal time? Have we not learned anything?

> 4. Intersection changes - Would the City really consider building a median on Monterey which would prevent a left hand turn from San Pedro (west bound) onto Monterey (south bound)? Other than Main, Dunne and Tennant, San Pedro is the only other street that crosses the railroad tracks from east to west. Is the plan to route that traffic onto Church, passing both commercial and residential sites? What about the business on the corner of San Pedro and Monterey, specifically World Gas? Were they consulted or even considered when discussing another median on that corner? What about compelling drivers to make U-turns around the median after completing the required Right Turn should the median be built. You only have to think about patrons leaving the Post Office to see how the "No Left Turn" coming out of the Post Office parking lot can affect U-turns and safety on Monterey.

> 5. Turning in and out of the school driveway on Cosmo - Do you really believe parents driving from the west side of the school are going to comply with a "No Left Turn" into the parking lot? Please note the presented plan is for a "Right turn in / Right turn out" from the school lot.

> 6. Street side parking - that should only speak for itself. Thirty-three (33) parking places but staff numbering in the sixties along with parent volunteers and the like. Where will they be parking?

> 7. Play area - just look at the projected layout...where will there be any room for outside activities for the initial enrollment, never mind a fully built out school.

> 8. Pick up queue - placards on car visors with the child's name and monitors at curbside with radios so the student can be promptly identified and loaded into the car thus allowing a smooth traffic flow can be maintained during the pick up period? How long do you think that will last?

>

> I could probably give you more examples, but perhaps you already have some questions or concerns of your own. But let me be clear, I am not against the school, just the location! When you read or hear about a \$125,000.00 pact with the MHUSD for facilities, I can tell you that I personally was the person to get that through the school district. I sat through two days of negotiations with Frances Teso (Voices founder and Executive Director) and MHUSD Administrators to make that happen. You can ask Frances, Paige Cisweski, or Brian Sullivan. They were all participants in the discussions. It's not the school, it's the location!

>

> I've attached the traffic study done for this site. Perhaps you have read it? If not, please do so, even if only the Executive Summary. I've read a lot about the traffic flow around the Cochrane @ Hwy. 101 interchange recently, mostly in regards to the new Shoe Palace warehouse and the projected Trammel Crowe project, so my confidence in traffic studies is somewhat skeptical.

>

> This project (Voices) was given a Conditional Use Permit by the Planning Commission, but they are not elected officials. Staff, using their "bureaucratic speak", expeditiously overruled all concerns expressed by education professionals. The Planning Commission, facing a room full of emotional parents wearing coordinated T-shirts most likely had never faced an audience of this sort (something I personally am VERY familiar with). Thus, being armed with the staff reports, easily voted to approve the proposed resolution. They adhered to city guidelines, so there was not real reason to oppose the project. But again, they are NOT elected officials.

>

> So, here is what I ask of you. I ask that one of you please request that this item be put on the City Council's Agenda for discussion and ultimately a withdrawal of the CUP. I ask you to put on your "common sense" hats, think about this location as it sits on the main north and south retail / commercial corridor of our town. Think whether putting a school in this location makes sense. Is it safe? Is it sane? Think about future housing (or retail) locations along that corridor, especially on the adjacent lots. Give it the "smell" test. Does this smell right for Morgan Hill? And lastly, think about who is paying for this school? The proposal is being built by a corporation that funds and builds affordable housing and charter schools. (<http://www.tpchousing.com/charter-schools/>) How will Voices pay for this facility? What investigation has been done to determine whether there is adequate financing. Remember, Voices is a public school. Where will they raise the money, and what happens if they cannot meet the note? Would you want a two story classroom building sitting empty on that corner, or any location for that matter? Along the lines of finance, I would ask Council Member Carr to recall the financing scheme put forth by the Rocketship Schools when they wanted to build in Morgan Hill. The financing was "questionable" at best, so I think this requires some council scrutiny. So again, I ask you to please bring this matter to the front of the council, let the general public hear what is being planned and ultimately, please let us have elected officials make the decision, not the staff and not the planning commission.

>

> Thank you for your time and indulging my concerns.

> Warmest regards,

> Bob Benevento

From: [D. Muirhead](#)
To: [CC Public Comment](#)
Subject: Comment City Council December 16 #3: Council Meeting Schedule
Date: Monday, December 14, 2020 9:13:01 AM

Dear Morgan Hill City Council,
Comments for your Council Meeting
Wednesday December 16
#3: Council Meeting Schedule

Leaders, especially those of you who say you want more resident participation and more avenues to determine "pulse of the community", should be doing more Council Member reporting, not less.

From the Draft 2021 City Council Meeting Schedule
Special meetings that are added during the year
will not have City Council Member reporting.

I continue to expect each of you to tell us at each public meeting at least one thing that you have done to make lives better for our residents and region either locally or in your outside assignments.

Since you choose not to do so, Plan B would be to adopt the approach used by the City of Gilroy in their Council agenda and list for each Council member the outside assignments for that person. I would then add the next meeting date for each of those organizations, so that we could tune in to see our elected representatives doing our business.

Thank you for your consideration, Doug Muirhead, Morgan Hill

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From: [Michelle Bigelow](#)
To: [Angie Gonzalez](#)
Subject: FW: Pubic QUESTION / Comment on Agenda Item Number regarding Outdoor Vehicle Storage on Industrial Land
Date: Wednesday, December 16, 2020 6:24:39 PM

supplement

Michelle Bigelow, MMC, CPMC
City Clerk

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

D: 408.310.4678 **O:** 408.779.7259
michelle.bigelow@morganhill.ca.gov
morganhill.ca.gov | [facebook](#) | [twitter](#)

From: Joe Baranowski <joe.b@mh-rgc.org>
Sent: Wednesday, December 16, 2020 6:09 PM
To: Christina Turner <Christina.Turner@morganhill.ca.gov>; Jennifer Carman <Jennifer.Carman@morganhill.ca.gov>
Cc: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Rene Spring <Rene.Spring@morganhill.ca.gov>; Yvonne Martinez Beltran <yvonne.martinezbeltran@morganhill.ca.gov>; ginoborgioli <gino.borgioli@morganhill.com>; John McKay <john.mckay@morganhill.ca.gov>; Michelle Bigelow <Michelle.Bigelow@morganhill.ca.gov>; mhr gc <mhr gc@mh-rgc.org>
Subject: Pubic QUESTION / Comment on Agenda Item Number regarding Outdoor Vehicle Storage on Industrial Land

Good evening staff and Council members,

Unfortunately I have not had time to review the history and context of the many changes to the Zoning Code that have been underway for the past few months. In looking at the presentation for tonight's (12/15/2020) Agenda Item Number 7:

- . [INTRODUCE ORDINANCE AMENDING SECTION 8.28.040 \(ENUMERATION OF UNLAWFUL NOISES\) OF CHAPTER 8.28 \(NOISE\) OF TITLE 8 \(HEALTH AND SAFETY\) AND AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 \(ZONING\) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES; AMENDING CHAPTER 18.52 \(FENCES AND WALLS\) OF TITLE 18 \(ZONING\) TO CLARIFY AND ESTABLISH DESIGN AND SCREENING REQUIREMENTS OF FENCES AND WALLS; AND TO](#)

ESTABLISH CHAPTER 18.115 (GENERAL PLAN AMENDMENTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL ESTABLISHING PROCEDURES FOR AMENDING THE GENERAL PLAN (ZA2020-0001: MUNICIPAL CODE AMENDMENT)

I noticed this item is listed in the slide presentation:

Chapter 18.26 (Industrial Zoning Districts) • Allow Outdoor Vehicle Storage as a Conditional Use Permit within IL and IG zoning districts.

I apologize for the lateness of this request but am respectfully asking that staff provide the context, history and reason for this proposed change when they make the presentation regarding the above item.

My concern is that it has become 'well known' that Amazon has recently requested and received permission in Fremont and American Canyon (and perhaps elsewhere) for 'Fleet Yard' operations associated with the development of Delivery Stations (i.e. Last Mile Distribution Centers). These "Fleet Yards" are dedicated to outdoor and indoor parking for Amazon owned delivery vehicles and it should be expected that Amazon is not the only Last-Mile operator that will want to get permission for these Fleet Yard operations.

IF this proposed change would intentionally or unintentionally make it more likely that industrial land in Morgan Hill that is targeted for job-generating development would instead be used for such 'Fleet Yards' which must be assumed to include eventually support of fully autonomous vehicles, then I would hope that Council Members would ask this item be deferred until any discussions and / or 'workshops' on the future of such Last Mile (and related) Distribution Centers has occurred.

Regards,

Joe Baranowski

P.S. Michell, I would like to also submit this email as public comment on Agenda Item #7. Thank you.

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Approve Design Permit: Monterey-McCranie SR2020-0024 Agenda Item #: 8



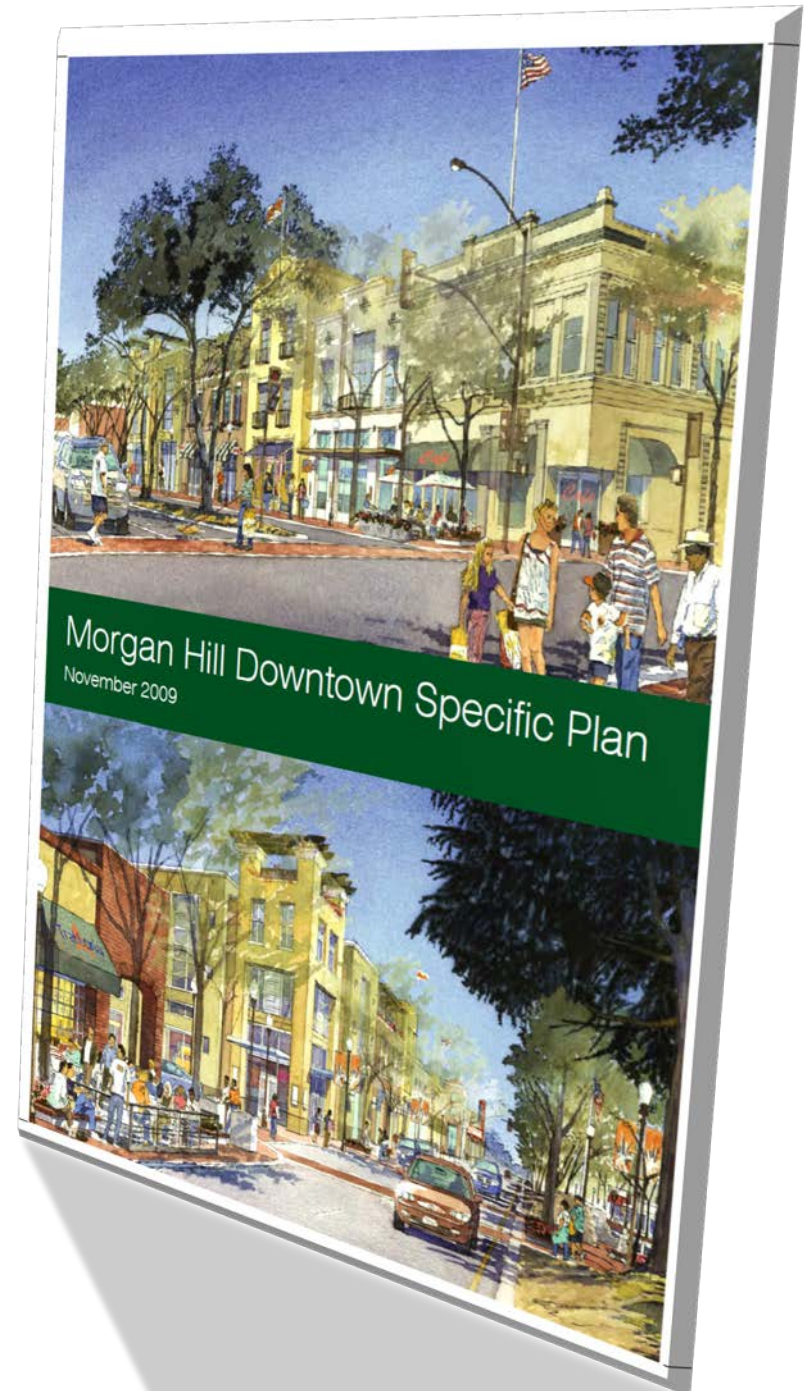
December 16, 2020

Project Site and Location



Vision Statement

“Strengthening Downtown as the **gathering place**, a connecting force, the social and activity **heart** of Morgan Hill, is the overriding aspiration of this Plan – a place where residents from **all** segments of the **community** can live, work, meet, shop, dine and participate in public celebrations, and share in the richness of Morgan Hill’s community life. It will be **a place like nowhere** else – a place with its own scale, character and uses.”



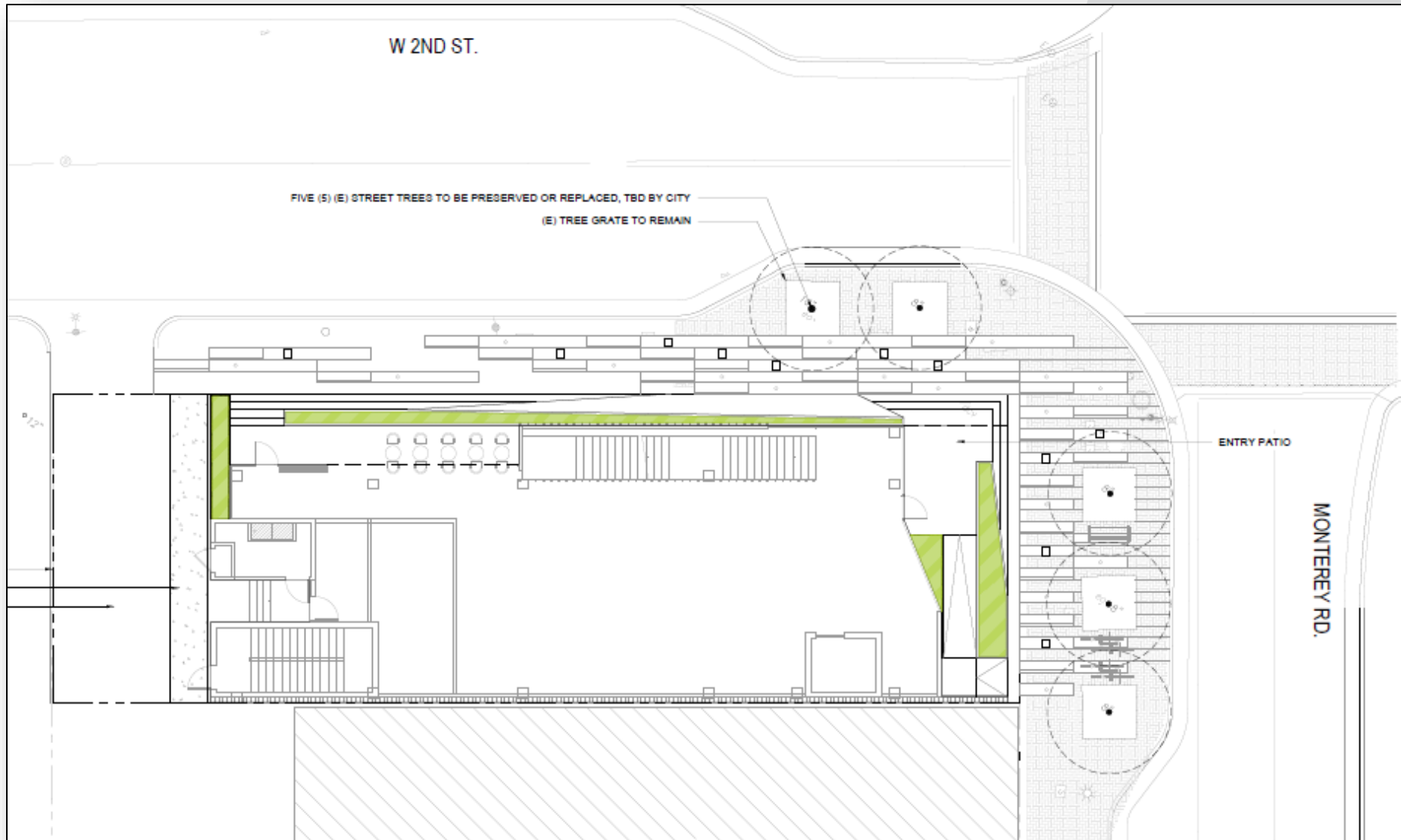


Make Downtown the most....
walkable,
bike-friendly,
urban,
family-oriented, and
transit oriented
Neighborhood in Morgan Hill

Project Proposal

- Two-Story Commercial Building
- 6,600 square feet
- Parking Exempt
- Building Design
- Proposed Use – Art Gallery

Project Proposal (Cont'd)



Project Proposal (Cont'd)

ARCHITECTURE



Project Proposal (Cont'd)

Monterey Road View



Project Proposal (Cont'd)

2nd Street View



Project Proposal (Cont'd)

Height and Massing



Project Proposal (Cont'd)



Height and Massing (Cont'd)



Urban Field Studio Peer Review



- The two-story building reflects the scale and rhythm of the Downtown along Monterey Road and has a façade articulation at 40 feet in length, which is the width of the parcel along Monterey Road.
- The proposed building design would add variety to the lively and diverse collection of architecture.
- The detailing of the vertical wood siding, glass and metal has a richness in contemporary quality and contributes to the pedestrian environment.
- A unique and thoughtful design for its corner location within the Downtown.

Urban Field Studio Peer Review

(Cont'd)



- The proposed project at the corner of Monterey Road and 2nd Street will play an important role in the vitality of downtown Morgan Hill.
- Exterior and interior spaces in a downtown, including sidewalks, paseos, and courtyards, are critical to retail and commercial success.
- This project is in the center of downtown with generous corner sidewalks and outdoor patios, offering commercial activation on a visible corner.
- The building will serve as a catalyst for downtown commercial businesses. This design on a prominent corner, aided by its commercial functions, can contribute to Morgan Hill's downtown success.

Project Consistency

Design Review

- Consistent with the General Plan, Zoning, Downtown Specific Plan, and Downtown Overlay District

Environmental Assessment (CEQA)

- Pursuant to Sections 15177(b) and 15179(b) of CEQA Guidelines, the project is consistent with Downtown Specific Plan Master EIR.

Community Engagement



Save the Date!
Friday, September 19, 2014

CREATIVE PLACEMAKING COMMUNITY SYMPOSIUM: Building Community through Art and Design



Join us for a Creative Placemaking
Community Symposium: Building
Community through Art and Design

Friday, September 19, 2014

Attend one of the two sessions

Afternoon Session: 12pm–3pm *or*

Evening Session: 6pm–8pm

Morgan Hill Community & Cultural Center
17000 Monterey Rd. • Morgan Hill, CA 95037

HELP US SHAPE DOWNTOWN MORGAN HILL'S FUTURE!

- Share your ideas about the designs and themes for the downtown parks, parking garage and streetscape.
- Learn about upcoming projects to make downtown more pedestrian friendly!
- Dedicate a song to a loved one! Participate in artist4ed Park(ing) Day project—where we transform parking spaces into a "Canción (Song) Garden".
- Learn about mini-grants for downtown art projects.

Residents, businesses, seniors, students, artists, non-profit organizations and all interested in the future of Downtown Morgan Hill welcome.

Food included with registration.

For more information and to register for the event, please visit: MakeItYours.MHdowntown.com



Thank you to our Supporters

GUGLIELMO
SILICON VALLEY
BUSINESS JOURNAL

ROSSO'S
RESTAURANT

MORGAN HILL
DOWNTOWN

Community Engagement

- Newspaper
- 600-foot notification
- Project webpage
- Sign posted at property
- Weekly 411
- Notification e-blast

Public Comments received have been supplemented

Recommendation

- Adopt resolution approving the Design Review Permit with conditions of approval for a 6,600 square foot, two-story commercial structure.

Questions?



-----Original Message-----

From: Bob Benevento <[REDACTED]>

Sent: Wednesday, December 16, 2020 5:33 PM

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>; Christina Turner

<Christina.Turner@morganhill.ca.gov>

Subject: Fwd: Voices Academy - Proposed location at Cosmo & Monterey

Request to pull item from Consent Agenda: Item #1, Approve Improvement Agreement with VCBLA NIDO,LLC

Thirteen months ago I submitted the below message to members of the council regarding the new location of the Voices Charter School. I believe this is a poor location. Below is my email to the mayor and the then members. I respectfully ask you to Pull this item from Consent and discuss this matter in public session. Considering the nature of the matter, I respectfully also request that the item be delayed to a future meeting. I am not able to participate in tonight's meeting but would really like to hear the members of the council express their opinion regarding the location. You may read the email in public if so desired.

Thank you.

Bob Benevento

> On Nov 16, 2019, at 7:20 PM, Bob Benevento <[REDACTED]> wrote:

>

> Honorable Mayor Constantine and Honorable Members of the City Council:

>

> Having read the Planning Commission packet noting the application for a Conditional Use Permit by the Voices Academy Charter School, and having watched only a few minutes of the Streamking Video of the Planning Commission meeting the evening the commission passed the resolution approving the CUP, I could not escape the feeling of "deja-vu". I think you all know what I'm talking about.

>

> Without delving into a whole lot of detail about the packet and it's contents, I have a few comments and questions I would like to bring to your attention:

> 1. Staff work - Like you, I really do appreciate the work done by the Planning Commission and by staff. But I could not help but laugh to myself thinking about the people authoring the language used in the packet, especially in the responses to letter writers. As you may know, the term bureaucracy literally means "rule by desks or offices", a definition that highlights the often impersonal character of a bureaucracy. The staff was providing responses and information in the language approved for this type of work, but it lacked depth, warmth and a real connection with those people who felt concerned enough to write about their feelings.

> 2. Location - referencing that bureaucratic language again, I got the sense that staff did not really consider the request in any fashion other than "filling in the blanks" with the appropriate code or verbiage. That was especially evident to me when referring to the size of the location and what the

applicant is requesting. Two plus acres is simply not large enough to accommodate a school with 500 students.

> 3. Parking - again, bureaucratic speak. Of all people, you as members of the City Council know what a hot button parking is in our community. That staff could say the space calls for a minimum of 30 parking locations doesn't really speak to the true need. It may meet code but I don't think code was written with a school in mind at that location.

> 4. Traffic impact - Based upon the traffic study, a copy of which is attached, how can staff really think there will not be an impact at the intersection of Cosmo and Monterey? Have they not driven past Nordstrom School on Dunne Avenue? What about the traffic on Main Street near P.A. Walsh School? And yet again, what about driving down Monterey when Britton School is being released? Worse yet, have any of you been to Charter School of Morgan Hill at dismissal time? Have we not learned anything?

> 4. Intersection changes - Would the City really consider building a median on Monterey which would prevent a left hand turn from San Pedro (west bound) onto Monterey (south bound)? Other than Main, Dunne and Tennant, San Pedro is the only other street that crosses the railroad tracks from east to west. Is the plan to route that traffic onto Church, passing both commercial and residential sites? What about the business on the corner of San Pedro and Monterey, specifically World Gas? Were they consulted or even considered when discussing another median on that corner? What about compelling drivers to make U-turns around the median after completing the required Right Turn should the median be built. You only have to think about patrons leaving the Post Office to see how the "No Left Turn" coming out of the Post Office parking lot can affect U-turns and safety on Monterey.

> 5. Turning in and out of the school driveway on Cosmo - Do you really believe parents driving from the west side of the school are going to comply with a "No Left Turn" into the parking lot? Please note the presented plan is for a "Right turn in / Right turn out" from the school lot.

> 6. Street side parking - that should only speak for itself. Thirty-three (33) parking places but staff numbering in the sixties along with parent volunteers and the like. Where will they be parking?

> 7. Play area - just look at the projected layout...where will there be any room for outside activities for the initial enrollment, never mind a fully built out school.

> 8. Pick up queue - placards on car visors with the child's name and monitors at curbside with radios so the student can be promptly identified and loaded into the car thus allowing a smooth traffic flow can be maintained during the pick up period? How long do you think that will last?

>

> I could probably give you more examples, but perhaps you already have some questions or concerns of your own. But let me be clear, I am not against the school, just the location! When you read or hear about a \$125,000.00 pact with the MHUSD for facilities, I can tell you that I personally was the person to get that through the school district. I sat through two days of negotiations with Frances Teso (Voices founder and Executive Director) and MHUSD Administrators to make that happen. You can ask Frances, Paige Cisweski, or Brian Sullivan. They were all participants in the discussions. It's not the school, it's the location!

>

> I've attached the traffic study done for this site. Perhaps you have read it? If not, please do so, even if only the Executive Summary. I've read a lot about the traffic flow around the Cochrane @ Hwy. 101 interchange recently, mostly in regards to the new Shoe Palace warehouse and the projected Trammel Crowe project, so my confidence in traffic studies is somewhat skeptical.

>

> This project (Voices) was given a Conditional Use Permit by the Planning Commission, but they are not elected officials. Staff, using their "bureaucratic speak", expeditiously overruled all concerns expressed by education professionals. The Planning Commission, facing a room full of emotional parents wearing coordinated T-shirts most likely had never faced an audience of this sort (something I personally am VERY familiar with). Thus, being armed with the staff reports, easily voted to approve the proposed resolution. They adhered to city guidelines, so there was not real reason to oppose the project. But again, they are NOT elected officials.

>

> So, here is what I ask of you. I ask that one of you please request that this item be put on the City Council's Agenda for discussion and ultimately a withdrawal of the CUP. I ask you to put on your "common sense" hats, think about this location as it sits on the main north and south retail / commercial corridor of our town. Think whether putting a school in this location makes sense. Is it safe? Is it sane? Think about future housing (or retail) locations along that corridor, especially on the adjacent lots. Give it the "smell" test. Does this smell right for Morgan Hill? And lastly, think about who is paying for this school? The proposal is being built by a corporation that funds and builds affordable housing and charter schools. (<http://www.tpchousing.com/charter-schools/>) How will Voices pay for this facility? What investigation has been done to determine whether there is adequate financing. Remember, Voices is a public school. Where will they raise the money, and what happens if they cannot meet the note? Would you want a two story classroom building sitting empty on that corner, or any location for that matter? Along the lines of finance, I would ask Council Member Carr to recall the financing scheme put forth by the Rocketship Schools when they wanted to build in Morgan Hill. The financing was "questionable" at best, so I think this requires some council scrutiny. So again, I ask you to please bring this matter to the front of the council, let the general public hear what is being planned and ultimately, please let us have elected officials make the decision, not the staff and not the planning commission.

>

> Thank you for your time and indulging my concerns.

> Warmest regards,

> Bob Benevento

Item # 08

**AGENDA DATE: 12/16/2020
SUPPLEMENT # 1**

-----Original Message-----

From: Jeffrey Abate <[REDACTED]>

Sent: Friday, December 11, 2020 9:39 AM

To: Tiffany Brown <Tiffany.Brown@morganhill.ca.gov>

Subject: McCraine Project

Dear Sir,

As a concerned citizen of Morgan Hill and as a person who appreciates excellent design and architecture I feel compelled to tell you that the proposed building known as the McCraine Project is a hideous design that not improve the overall beauty and appeal of downtown Morgan Hill.

Sincerely,

Jeff Abate

-----Original Message-----

From: realartist45 [REDACTED]
Sent: Friday, December 11, 2020 10:10 AM
To: Tiffany Brown <Tiffany.Brown@morganhill.ca.gov>
Subject: Hello Tiffany,

The rendering presented to the community does not correctly represent how the buildings architecture design fits in with the Historical Downtown Design.

Sometimes I wonder , how can the City of Morgan Hill accept such a dishonest rendering and actually post it for the public to visualize.

With today's technology design programs allow for simple clip an add features.

Why don't you request a new rendering of the proposed building which will include actual adjacent: buildings, homes and street in real time....such a simple task !

Then, we as the community can see how well the building design fits in with the "Historical Morgan Hill Downtown"

As I do appreciate, I tend to lean towards modern designs which the new building proposed is more closely related. At the same time I cannot comprehend how the City of Morgan Hill could allow such diversity of architecture within our downtown.

The submitted rendering was done with malice and intent to mis-represent their project.

At the very least, please consider having the proposed building design include architectural elements which keep more in line with our Historical Downtown.

A quick note: The proposed design of the new building would fit in a community such as Santa Cruz...Aptos....not Downtown Morgan Hill !

Thank You for reading my message.

Concerned Citizen

-----Original Message-----

From: Ana Tosetti <[REDACTED]>

Sent: Friday, December 11, 2020 1:21 PM

To: Tiffany Brown <Tiffany.Brown@morganhill.ca.gov>

Subject: No

Sorry that struture don't belong in Downtown Morgan Hill, Is to out of character . Looks very ugly. Thank you.



Morgan Hill City Council
City Hall
17575 Peak Ave.
Morgan Hill, CA 95037

Dear City Councilmembers:

I encourage your support of the Monterey – McCranie Project put forth on December 16th, 2020.

One of the cornerstones of Visit Morgan Hill's strategy is "destination development." We support and advocate for the improvement and addition of facilities, attractions, businesses, and services to Morgan Hill that provide an enhanced visitor experience supporting overnight tourism. Contributing to this position was a community stakeholder engagement process conducted in the spring of 2020. Visit Morgan Hill and our consulting firm, Jones Lang LaSalle | Destinations, made over 200 local touchpoints regarding tourism development for Morgan Hill. The needs for diversified retail and "things to do besides dining" were echoed throughout our interviews, surveys, and workshops. This perception was then confirmed as a legitimate gap through our professional analysis of Morgan Hill's existing tourism attractors.

A fine art gallery downtown will draw artists and audiences from greater distances than our current local clientele, provide a unique and complementary architectural feature to our community's core, and allow for new programming such as shows, performances, and exhibitions. These features support the development a more robust destination proposition for Morgan Hill, compelling visitors with even more to do than visiting restaurants and shops. This diversity of attractions thereby induces a greater length of visitor stay, increased spending, and tax revenue in our city.

I believe this project is one of many opportunities for destination and tourism development in Morgan Hill. A significant gallery provides not only a visitor benefit; it aligns with and enhances our community culture and creates jobs in a creative field attracting future generations of Morgan Hillians. Your support of the project is encouraged, as a fine art gallery is a development that helps Morgan Hill approach the untapped economic market of tourism, embraces the arts, and retains the character of our town.

Sincerely,

A handwritten signature in black ink that reads "Krista Rupp". The signature is fluid and cursive, with the first name "Krista" and last name "Rupp" clearly distinguishable.

Krista Rupp
Executive Director

Item # 08

AGENDA DATE: 12/16/2020
SUPPLEMENT # 3

-----Original Message-----

From: [REDACTED]

Date: December 16, 2020 at 5:02:32 PM PST

To: Rich Constantine <Rich.Constantine@morganhill.ca.gov>, John McKay

<john.mckay@morganhill.ca.gov>, Yvonne Martinez Beltran

<yvonne.martinezbeltran@morganhill.ca.gov>, Rene Spring <Rene.Spring@morganhill.ca.gov>, Gino

Borgioli <Gino.Borgioli@morganhill.ca.gov>

Subject: Agenda Item 8 - Monterey-McCranie Project



Morgan Hill City Council
City Council Chambers
17575 Peak Ave.
Morgan Hill, CA 95037

Greetings Mr. Mayor and Honorable Council Members:

Once a lonely train stop in the middle of nowhere, guided by the leaders before you, Morgan Hill is becoming THE JEWEL of South Bay. Downtown is the heart of our community hosting some of the most successful events in the county. We have so much to offer with great restaurants and nearby award-winning wineries.

A gap that has been aired time and time again is the retail component. We feel the fine art gallery as envisioned by the Monterey-McCranie project (Agenda Item 8) is the keystone and step-off point that will entice tourists from throughout the Bay Area and beyond. As the gallery enhances foot traffic while these visitors enjoy our restaurants, it will boost awareness of retailers that have been eyeing Morgan Hill as a place to call home fulfilling the Master Plan's community-friendly downtown concept. Embracing this project will also generate revenue for our hotel industry, all of which will produce the fruits of City revenue as well.

Therefore, we strongly urge that like us, you foresee the long-term benefits and support this project by approving the design permit before you.

Build It And They Will Come!!

Best Regards To You and Yours,

David Dindak – Morgan Hill Downtown Association President



December 16, 2020

Morgan Hill City Council
City Hall
17575 Peak Ave.
Morgan Hill, CA 95037

Dear City Council members,

I am writing in support of the Monterey-McCranie gallery project being proposed on December 16, 2020. As a downtown retailer and a member of the Visit Morgan Hill tourism board, I am excited for the added diversity and draw that this project will bring to our downtown.

Downtown is the heart of Morgan Hill and, from a tourism perspective, is where visitors are going to spend a fair amount of time and money. Our downtown corridor is growing stronger, with a drastic increase in dining opportunities over the last few years. Our retail segment has not kept pace with restaurant growth. As we have all of these people dining, we lack opportunities to keep them downtown, spending time and dollars in our retail establishments. More, diverse and exciting retail stores will add vibrancy and create more visits to our great little town.

The creative architecture of the proposed gallery is attention-getting and will also add diversity to the look and feel of our downtown. The cultural and artistic aspect of a gallery should stand out from other businesses and I appreciate the vibrancy this project will bring. I believe such a project will bring more strong retailers to our area which also brings much-needed tax dollars.

Thank you for your support of this project; it will be great for our community!

Regards,

A handwritten signature in black ink, appearing to read "Doug Hall", is written on a light blue, lined background.

Doug Hall

From: [Amber Vo](#)
To: [CC Public Comment](#)
Subject: Public comment on art gallery design downtown
Date: Wednesday, December 16, 2020 7:11:30 PM

Hi,

Please find my public comment below in regards to the design permit for the proposed art gallery downtown.

In short I'm unclear on the decision to go with this contemporary style in our downtown and how it relates to the community.

For me personally I would love to preserve the small town charm of our downtown and go with an aesthetic that is more complimentary to that. I do worry about a general cohesiveness in the design of future buildings downtown, how old and new buildings will relate to each other and what story we are telling with our design choices.

Thanks so much.

Best wishes,
Amber

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Regular Meeting Agenda

City Council

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

Wednesday, December 16, 2020 7:00 p.m.

Virtual Meeting

MEETING GUIDELINES

In accordance with Executive Order N-25-20 and guidance from the California Department of Public Health on gatherings, remote public participation is allowed. We will address the Order in the following ways:

Members of the public may NOT physically attend meetings at the Morgan Hill City Council Chamber.

The City Council Meeting will be live-streamed on Channel 17 and on the City's website. Those members of the public wishing to participate remotely may do so via the electronic meeting at: <https://bit.ly/121620CityCouncilMtg> or by calling in to: (669) 900-9128, then enter the meeting id: 841 4277 4329.

Public comment for City Council meetings will be accepted via email to ccpubliccomment@morganhill.ca.gov <<mailto:ccpubliccomment@morganhill.ca.gov>>. Members of the public participating in the electronic meeting wishing to speak may do so during public comment.

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

CALL TO ORDER

Mayor Constantine

ROLL CALL ATTENDANCE

City Clerk Michelle Bigelow

DECLARATION OF POSTING AGENDA

Per Government Code Section 54954.2

City Clerk Michelle Bigelow

PRESENTATIONS

YAC PRESENTATION- ASSET # 40- POSITIVE VIEWS OF PERSONAL FUTURE

RECOGNITION

Assistant City Manager Leslie Little

ETHICS ACKNOWLEDGEMENT

MORGAN HILL ETHICS POLICY

CITY MANAGER'S REPORT

City Manager Christina Turner

City Manager Christina Turner to review the process for City Council Appointments to Outside Agencies
<<https://www.morgan-hill.ca.gov/DocumentCenter/View/12020/City-Council-Outside-Agency-Appointments-?bidId=>>.

CITY ATTORNEY'S REPORT

City Attorney Donald Larkin

PUBLIC COMMENT

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

ADOPTION OF AGENDA

CONSENT CALENDAR

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

Time Estimate for Consent Calendar: 1 - 10 Minutes

1. APPROVE IMPROVEMENT AGREEMENT WITH VCBLA NIDO, LLC (VOICES CHARTER SCHOOL)

Recommendation:

1. Approve and authorize the City Manager to execute and administer an Improvement Agreement with VCBLA NIDO, LLC; and
2. Authorize the recordation of the Improvement Agreement.

2. APPROVE THE FINAL MAP AND SUBDIVISION IMPROVEMENTS AGREEMENT FOR JASPER - TRACT NO. 10545

Recommendation:

1. Approve the Final Map;
2. Approve and authorize the City Manager to execute the Subdivision Improvements Agreement with City Ventures Homebuilding, LLC, Monterey Morgan Hill, LLC, and Dobby MMH LLC; and
3. Authorize the recordation of the Final Map and Subdivision Improvements Agreement.

3. APPROVE CITY COUNCIL MEETING SCHEDULE FOR CALENDAR YEAR 2021

Recommendation:

Approve 2021 City Council meeting schedule.

4. APPROVE THE DECEMBER 2, 2020 MEETING MINUTES

Recommendation:

Approve Minutes.

5. APPROVE THE DECEMBER 9, 2020 MEETING MINUTES

Recommendation:

Approve Minutes.

OTHER BUSINESS

6. SELECT CITY COUNCIL MAYOR PRO TEMPORE

Recommendation:

1. Open floor to nomination(s) for Mayor Pro Tempore; and
2. Select a Council Member to serve as Mayor Pro Tempore per City Council Policy 99-01.

Estimated Time: 5 Minutes

CONTINUED PUBLIC HEARING

7. INTRODUCE ORDINANCE AMENDING SECTION 8.28.040 (ENUMERATION OF UNLAWFUL NOISES) OF CHAPTER 8.28 (NOISE) OF TITLE 8 (HEALTH AND SAFETY) AND AMENDING VARIOUS CODE PROVISIONS WITHIN TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL IMPLEMENTING MINOR AMENDMENTS DUE TO CLERICAL ERRORS AND INCONSISTENCIES; AMENDING CHAPTER 18.52 (FENCES AND WALLS) OF TITLE 18 (ZONING) TO CLARIFY AND ESTABLISH DESIGN AND SCREENING REQUIREMENTS OF FENCES AND WALLS; AND TO ESTABLISH CHAPTER 18.115 (GENERAL PLAN AMENDMENTS) OF TITLE 18 (ZONING) OF THE MUNICIPAL CODE OF THE CITY OF MORGAN HILL ESTABLISHING PROCEDURES FOR AMENDING THE GENERAL PLAN (ZA2020-0001: MUNICIPAL CODE AMENDMENT)

Recommendation:

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

PUBLIC HEARING

8. APPROVE A DESIGN PERMIT FOR A NEW TWO-STORY 6,600 SQUARE FOOT BUILDING FOR THE USE OF AN ART GALLERY ON THE SOUTHWEST CORNER OF 2ND STREET AND MONTEREY ROAD. (DESIGN PERMIT NO. SR2020-0024: MONTEREY - MCCRANIE).

Recommendation:

Adopt resolution approving a Design Permit for a 6,600 square foot, two-story commercial structure.

Estimated Time: 20 Minutes

FUTURE COUNCIL INITIATED AGENDA ITEMS

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

ADJOURNMENT

NOTICE

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

PUBLIC COMMENT

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

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

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

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

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

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

AMERICANS WITH DISABILITIES ACT (ADA)

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

SUSTAINABLE MORGAN HILL



VISION

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

Choose Morgan Hill

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

City Council Ongoing Priorities

- Enhancing Public Safety
- Protecting the Environment and Preserving Open Space and Agricultural Land
- Maintaining 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

2020-2021 Strategic Priorities

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



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



December

Developmental Asset #40

Positive Views of Personal Future

Young person is optimistic about
his/her personal future.



December Complementary Asset #32 Planning and Decision Making

Young person knows how to plan ahead and make choices.

Jorge Uribe (Record Keeper)



Puzzles



→ How do you maintain a positive mindset about your personal future?

- ◆ Engage in and find new interests/hobbies
- ◆ Spend time with family and friends
- ◆ Set goals for yourself

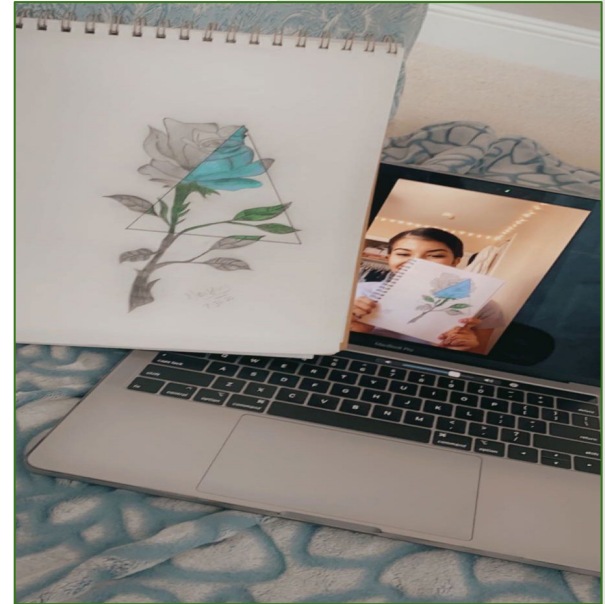


Vaishnavi Muralidharan (Co-Developmental Asset Ambassador)



- How do you maintain a positive mindset about your personal future?
- ◆ “Fake it till you make it”
 - ◆ Set short-term AND long-term goals
 - ◆ Practice Mindfulness

Drawing



Jeremy Elvander (Active Member)



→ How do you maintain a positive outlook on the future?

- ◆ Staying grounded
 - Through others, myself, and my surroundings
- ◆ “Grateful for the little things”

The bluebird on the mailbox



Tips for Parents/Guardians



- ❖ Build an open and understanding relationship with children.
- ❖ Encourage children to open up about their frustrations and anxieties.





Questions to Council:



- What tips/recommendations do you have for the youth to maintain a positive outlook on their personal future?
- What are some things that you have done to create a positive work environment?





Approve Design Permit: Monterey-McCranie SR2020-0024 Agenda Item #: 8



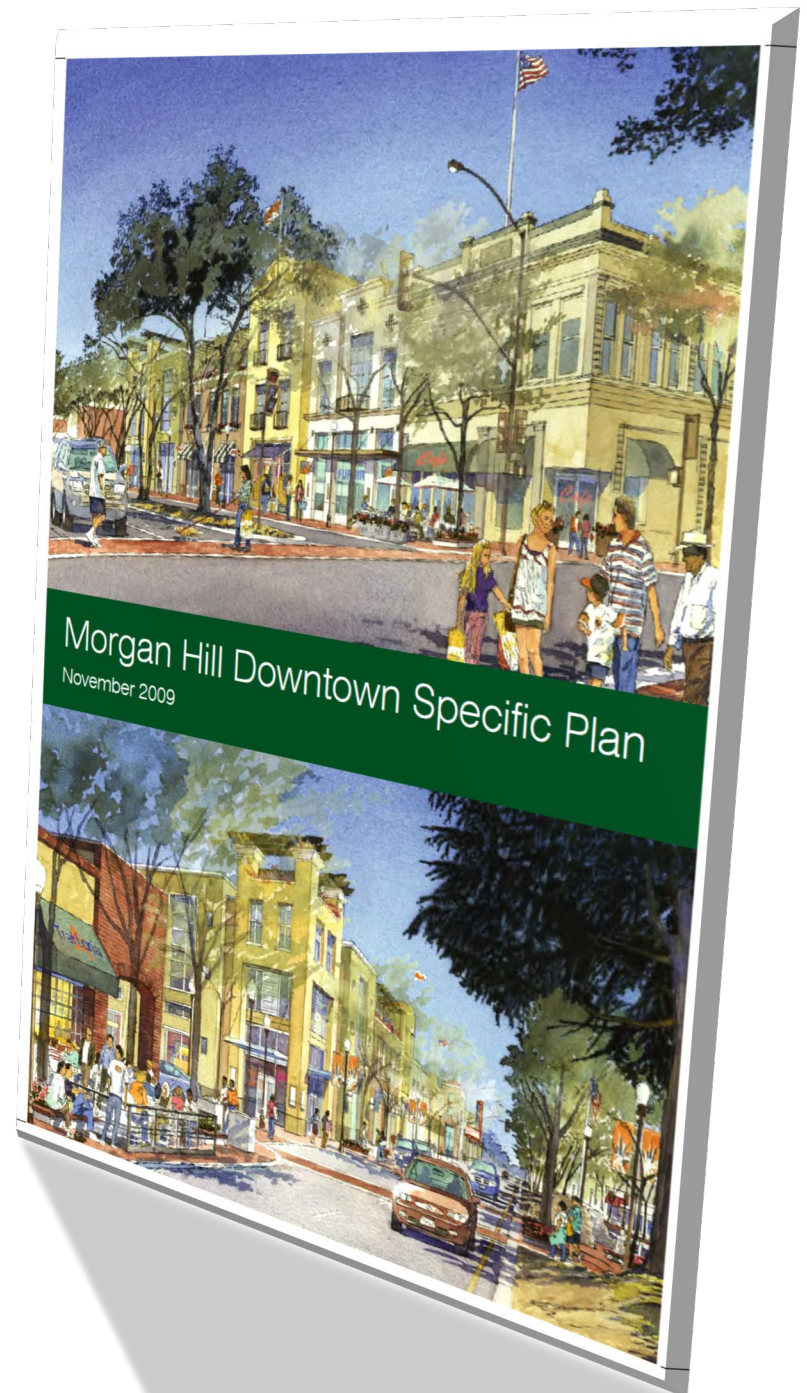
December 16, 2020

Project Site and Location



Vision Statement

“Strengthening Downtown as the **gathering place**, a connecting force, the social and activity **heart** of Morgan Hill, is the overriding aspiration of this Plan – a place where residents from **all** segments of the **community** can live, work, meet, shop, dine and participate in public celebrations, and share in the richness of Morgan Hill’s community life. It will be **a place like nowhere** else – a place with its own scale, character and uses.”



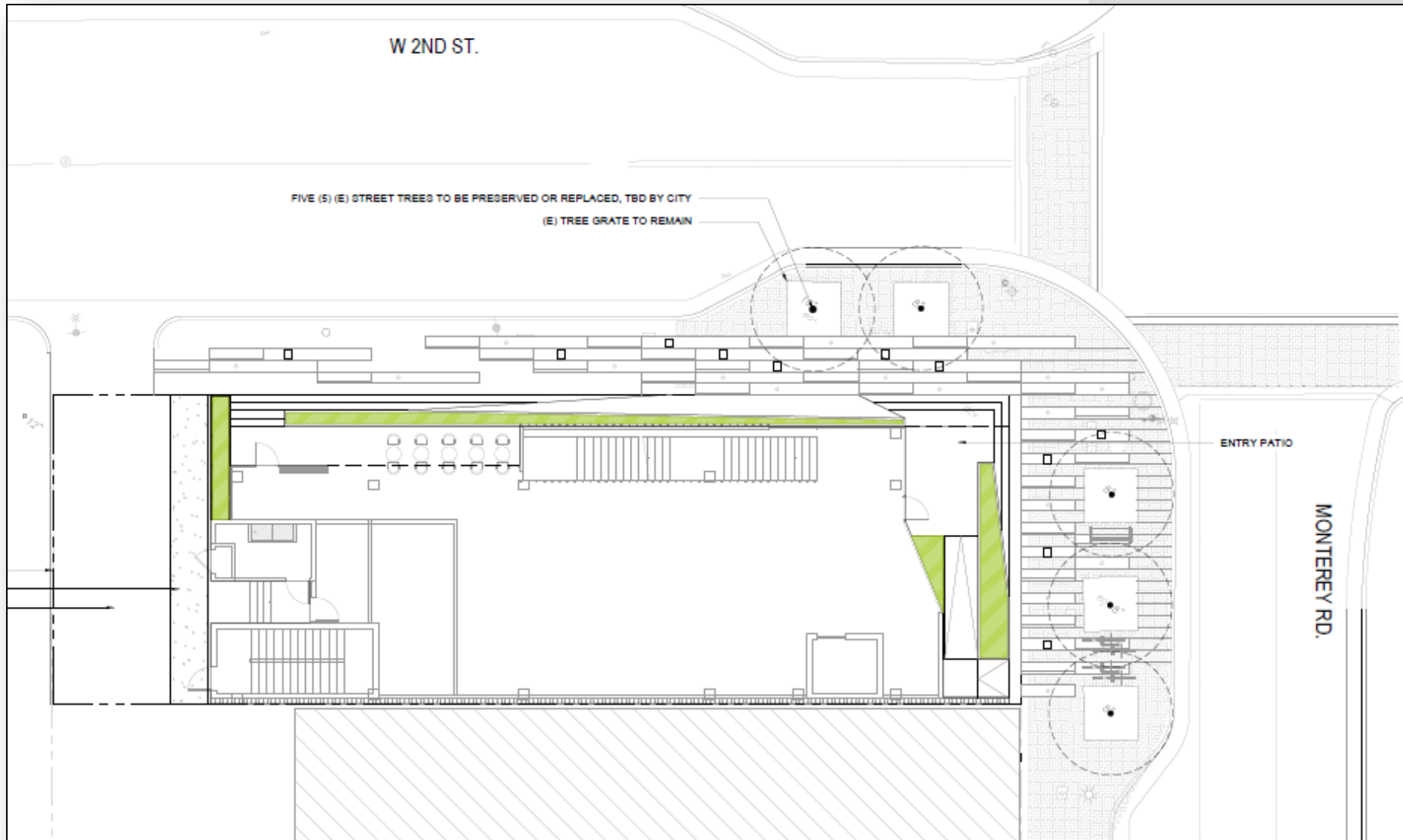


Make Downtown the most.....
walkable,
bike-friendly,
urban,
family-oriented, and
transit oriented
Neighborhood in Morgan Hill

Project Proposal

- Two-Story Commercial Building
- 6,600 square feet
- Parking Exempt
- Building Design
- Proposed Use – Art Gallery

Project Proposal (Cont'd)



Project Proposal (Cont'd)

ARCHITECTURE



Project Proposal (Cont'd)

Monterey Road View



Project Proposal (Cont'd)

2nd Street View



Project Proposal (Cont'd)

Height and Massing



Project Proposal (Cont'd)



Height and Massing (Cont'd)



Urban Field Studio Peer Review



- The two-story building reflects the scale and rhythm of the Downtown along Monterey Road and has a façade articulation at 40 feet in length, which is the width of the parcel along Monterey Road.
- The proposed building design would add variety to the lively and diverse collection of architecture.
- The detailing of the vertical wood siding, glass and metal has a richness in contemporary quality and contributes to the pedestrian environment.
- A unique and thoughtful design for its corner location within the Downtown.

Urban Field Studio Peer Review

(Cont'd)

- The proposed project at the corner of Monterey Road and 2nd Street will play an important role in the vitality of downtown Morgan Hill.
- Exterior and interior spaces in a downtown, including sidewalks, paseos, and courtyards, are critical to retail and commercial success.
- This project is in the center of downtown with generous corner sidewalks and outdoor patios, offering commercial activation on a visible corner.
- The building will serve as a catalyst for downtown commercial businesses. This design on a prominent corner, aided by its commercial functions, can contribute to Morgan Hill's downtown success.

Project Consistency

Design Review

- Consistent with the General Plan, Zoning, Downtown Specific Plan, and Downtown Overlay District

Environmental Assessment (CEQA)

- Pursuant to Sections 15177(b) and 15179(b) of CEQA Guidelines, the project is consistent with Downtown Specific Plan Master EIR.

Community Engagement



Save the Date!
Friday, September 19, 2014

CREATIVE PLACEMAKING COMMUNITY SYMPOSIUM: Building Community through Art and Design



Join us for a Creative Placemaking
Community Symposium: Building
Community through Art and Design

Friday, September 19, 2014

Attend one of the two sessions

Afternoon Session: 12pm–3pm *or*

Evening Session: 6pm–8pm

Morgan Hill Community & Cultural Center
17000 Monterey Rd. • Morgan Hill, CA 95037

HELP US SHAPE DOWNTOWN MORGAN HILL'S FUTURE!

- Share your ideas about the designs and themes for the downtown parks, parking garage and streetscape.
- Learn about upcoming projects to make downtown more pedestrian friendly!
- Dedicate a song to a loved one! Participate in artist-led Park(ing) Day project—where we transform parking spaces into a “Canción (Song) Garden”.
- Learn about mini-grants for downtown art projects.

Residents, businesses, seniors, students, artists, non-profit organizations and all interested in the future of Downtown Morgan Hill welcome.

Food included with registration.

For more information and to register for the event, please visit: MakeItYours.MHdowntown.com



Thank you to our Supporters

GUGLIELMO
SILICON VALLEY
BUSINESS JOURNAL

ROSSO'S
RESTAURANT

MORGAN HILL
DOWNTOWN

Community Engagement

- Newspaper
- 600-foot notification
- Project webpage
- Sign posted at property
- Weekly 411
- Notification e-blast

Public Comments received have been supplemented

Recommendation

- Adopt resolution approving the Design Review Permit with conditions of approval for a 6,600 square foot, two-story commercial structure.

Questions?



Supplement & Presentation List

December 16, 2020

City Council Meeting

Supplements

Item 01- Supplement 1 – Voices- Email from Bob Benevento

Item 03- Supplement 1 – CC Schedule- Email from Doug Muirhead

Item 08- Supplement 1 – Gallery- Emails from the public

Item 08- Supplement 2 – Gallery- Letter of support from Visit Morgan Hill

Item 08- Supplement 3 – Gallery- Email of support from Downtown Association

Item 08- Supplement 4 – Gallery- Letter of support from Bike Therapy

Presentations

YAC Presentation

Item 08- Staff Presentation



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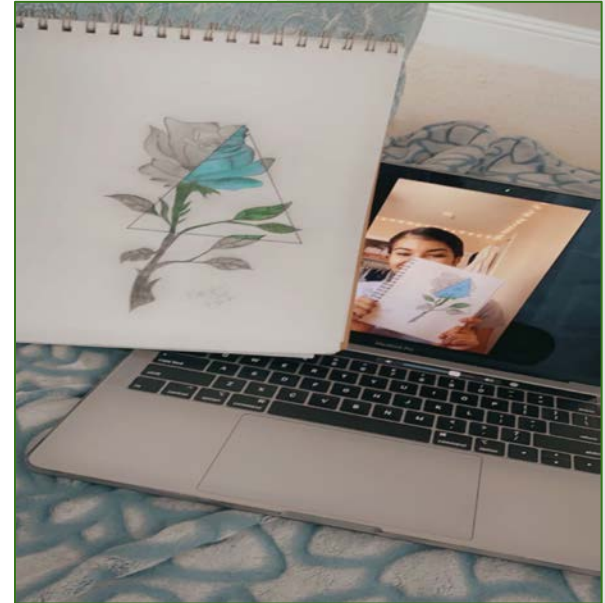
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